BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, FEBRUARY 17, 2026 – 6:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MEETING NOTICE AND AGENDA

This meeting will immediately follow the Board of Commissioners Workshop

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

F. APPROVAL OF MINUTES

F.1 Approval of the following Minutes: January 8, 2024, Special Meeting, December 18, 2024, Town Hall, January 5, 2026, Workshop and Regular meeting and January 20, 2026, Regular Meeting.
01.05.2026 Workshop Minutes _Final.docx
01.05.2026 Regular Meeting Minutes_Final.docx
01.08.2024 Special Meeting.docx
12-18-24 Town Hall Minutes Final.pdf
01.20.2026 BoC Regular Meeting MINUTES.docx

G. CONSENT AGENDA

G.1 Authorize the City Manager to proceed with Window Refurbishment, Stucco Repair and Exterior Painting for the Treasure Bay Clubhouse
Estimate_1037_from_Somerfield_Construction_Services_LLC.pdf

G.2 Award Contracts to provide General Consulting Services to the City of Treasure Island
Chen Moore Final.pdf
Colliers Final.pdf

EXP Final.pdf
Halff Final.pdf
Kimley Horn Final.pdf
Sweek Sparkman Final.pdf
Tierra Final.pdf
V&A Consulting Final.pdf
RFQ 26-003 General Consulting Services.pdf
Proposal Scoring Summary.pdf

H. ITEMS OF BUSINESS

H.1 Second and Final Reading and Public Hearing of Ordinances 2025-38 through 2025-42 to replace the Terrain Modification Manual with the City of Treasure Island Drainage Manual and update corresponding Land Development Regulations.
Ordinance 2025-38 Appendix B (Repealing TMM) rev city atty 12302025 (002).pdf Ordinance 2025-39 (amending Chapter 66 Floodplain) rev city atty 12302025 (002).pdf
TI Drainage Manual - Jan 2026.pdf
Ordinance 2025-41 amending Chapter 69 rev City Atty 12302025 (002).pdf Ordinance 2025-42 amending Chapter 76 rev city atty 1 4 2026.pdf Business Impact - Ordinance 2025-38.docx
Ordinance 2025-40 amending Chapter 68 rev city atty 12302025 (002).pdf Business Impact - Ordinance 2025-39.docx
Business Impact - Ordinance 2025-40.docx Business Impact - Ordinance 2025-41.docx Business Impact - Ordinance 2025-42.docx
CITY-OF-TREASURE-ISLAND-74264-1-SIGNED-AFFIDAVIT.pdf CITY-OF-TREASURE-ISLAND-74265-1-SIGNED-AFFIDAVIT.pdf CITY-OF-TREASURE-ISLAND-74266-1-SIGNED-AFFIDAVIT.pdf CITY-OF-TREASURE-ISLAND-74267-1-SIGNED-AFFIDAVIT.pdf CITY-OF-TREASURE-ISLAND-74269-1-SIGNED-AFFIDAVIT.pdf

H.2 First Reading of Ordinance No. 2026-06 Amending the FY2026 Fee Schedule
Fee_Ordinance_2026-06.pdf
FY26 Fee Schedule Camp Red Lined.docx

H.3 First Reading of Ordinance 2025-05 for the Repair Expenses to the Dune Walkovers
ORDINANCE_2025-05-Dune Walkovers.docx
Budget Amendment 2026-05.xlsx

H.4 Resolution 2026-01, Appointing Election Workers for the March 10, 2026, Municipal Election

2026-01 Resolution to Appoint Poll Workers.docx
Treasure Island Poll Workers - Municipal Election 3.10.2026.pdf

I. CITY MANAGER AND CITY ATTORNEY REPORT

J. COMMISSIONER REPORTS

K. ADJOURNMENT

For any person desiring to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she 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 [F.S. 286.0105]. NOTE: Any transcript shall be requested and made by the individual requesting same at his or her own expense. Therefore, a court reporter may be desired or required accordingly.

Any person with a disability who needs any accommodation in order to participate in this proceeding is entitled to assistance at no cost. Please contact the Office of the City Clerk in writing at 10451 Gulf Blvd, Treasure Island, FL, 33706 or by phone at (727) 547-4575 at least two working days prior to the meeting to advise what assistance is needed.

AGENDA ITEM NO. F.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 17, 2026
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Approval of the following Minutes: January 8, 2024, Special Meeting, December 18, 2024, Town Hall, January 5, 2026, Workshop and Regular meeting and January 20, 2026, Regular Meeting.
BACKGROUND:	Minutes of public meetings are governed by Florida Statute 286.011. The minutes are not required to be verbatim. Minutes will, however, include: the location, time and duration of the meeting; identification of attending Commission Members; titles of topics that were considered; action taken, in the form of motions, seconds, and votes on the motions. The City Clerk's office recognizes the historical value of providing context. To that end, the City Clerk's office may add a summary of discussions and additional details.
POLICY/PURPOSE:	The purpose of this item is to review and approve the submitted minutes.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	.
FUNDING:	There is no cost associated.
MOTION:	I move to approve the minutes, as presented.

ATTACHMENTS:
01.05.2026 Workshop Minutes _Final.docx

01.05.2026 Regular Meeting Minutes_Final.docx
01.08.2024 Special Meeting.docx
12-18-24 Town Hall Minutes Final.pdf
01.20.2026 BoC Regular Meeting MINUTES.docx

BOARD OF COMMISSIONERS REGULAR WORKSHOP
MONDAY, JANUARY 5, 2026 – 5:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MINUTES

A. PLEDGE OF ALLEGIANCE

Mayor Doctor called the meeting to order at 5:02 p.m. and led in the pledge of allegiance.

B. ROLL CALL

Present:

Mayor John Doctor
Commissioner Chris Clark
Commissioner Arthur Czyszczon
Commissioner Dickey

Absent:

Vice Mayor Tammy Vasquez

C. DISCUSSION

C.1 Treasure Island Vulnerability Assessment

Public Works Director Gary Volenec introduced the item and shared a presentation, as contained in the background material. Commissioner Dickey asked if there was anything else the City should be concerned about in the short term. Director Volenec noted many of the items highlighted in the presentation were already on project lists. Commissioner Czyszczon questioned whether the State or the City selected Advanced Engineering and Design to do the study. Commissioner Dickey noted the assessment had been in the works for a long time. Mayor Doctor suggested the Public Safety facility was highlighted as a high priority to assist with securing grants. Commissioner Dickey asked if the presentation had been submitted to the State. Director Volenec said it had been submitted, but a presentation was the final step in completing the grant project and the City could now be reimbursed. Commissioner Dickey questioned if the City had met the extended deadline. Director Volenec confirmed.

City Manager Charles Van Zant asked the Commission for permission for Director Volenec to share an update on the 108th Avenue Project.

Director Volenec shared a presentation on 108th Avenue, as shown in the background material. Mayor Doctor questioned if there would be enough room to park two fire trucks behind each other.

Commissioner Dickey noted the adjacent piece of City property would still need to be decided. City Manager Van Zant wanted to know when the seawall would be repaired. Director Volenec said the seawall would be completed independently and be completed approximately the same time as the project.

Commissioner Clark wanted to know about the completion of other seawalls. Director Volenec noted there was a grant application pending to repair City seawalls. Commissioner Clark emphasized there was spending on other projects when seawalls were in disrepair and seawalls were critical infrastructure. Director Volenec said the City was working on repairs throughout the City. Commissioner Clark believed seawalls repairs were in the budget. City Manager Van Zant the City was working on the Commission's priorities. Commissioner Clark emphasized seawalls needed to be corrected. Commissioner Dickey reiterated there were grant requests pending for seawall repairs, noted he had checked on the status of the grants, and relayed the State had been in communication with the City on grant information, and believed it would be a good idea to get quotes for seawall repairs for 115th avenue. Commissioner Czyszczon requested the seawall on Tarpon Drive be added.

Mr. West Evans, Isle of Palms, asked if there was parking under the building next to the Fire Station.

Mr. Robert Bozzo, resident, wanted to know the project would be funded and highlighted that pickleball had been previously budgeted.

Director Volenec said there was $850,000 allocated in the budget for seawall repairs.

D. PUBLIC COMMENT

Mayor Doctor called for public comment; there was no response.

E. ADJOURNMENT

The meeting was adjourned at 5:28 p.m.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

BOARD OF COMMISSIONERS REGULAR MEETING
MONDAY, JANUARY 5, 2026 – 6:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MINUTES

A. CALL TO ORDER

Mayor Doctor called the meeting to order at 6:00 p.m.

Present:

Mayor John Doctor
Commissioner Chris Clark
Commissioner Arthur Czyszczon
Commissioner Arden Dickey

Absent:

Vice Mayor Tammy Vasquez

B. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

There were no changes to the agenda.

C. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

C.1 Keep Pinellas Beautiful Grant Presented by Carrie Auerbach

Ms. Carrie Auerbach, Treasure Island Adopt-a-Beach, and Ms. Stephanie Lawler-Ellington, Keep Pinellas Beautiful, announced Keep Pinellas Beautiful had been awarded a $100,000 grant from Volunteer America and shared grant details and a tentative timeline.

D. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Mr. Mark Hohe, District 3, spoke on activities at the Treasure Island Yacht Club building and distributed materials, as contained in background materials.

Mr. Robert Bozzo, Isle of Capri, wanted to know what obligation the City had to answer resident question, reiterated the request that Economic Development Director Joan Goodrich speak at a meeting, and questioned the condition of the jetty at the northern part of the island.

Ms. Sarah Pennington, Isle of Palms, objected to the requirement that public comment cards be submitted by 6:15 p.m. and the three-minute public comment period.

Mr. Rick Matthews, 225 104th Avenue, asserted the Treasure Island Summer Camp was not self-funded, wanted to the 2026 Summer Camp funded itself, and requested the funding clearly detailed.

Mr. Armando Alemany, resident, shared images of his property and Rosselli Park; spoke on the loss of the tree at the park and the impacts of the sun on the playground; asserted there should be respect for residents living on the island while construction was ongoing; felt recreational vehicles were a problem; and spoke on the noise, garbage, water runoff, and dust from construction.

Mr. West Evans, Isle of Palms, wanted an update on seawall repairs and felt there should be a comprehensive review of every municipal seawall and a plan and timeline for repairs.

Ms. Sue Perkins, Sunshine Beach, wanted to know if the jetty would be fixed and who was responsible for maintenance, felt the dunes were problematic, and said flooding was going to be an issue on 126th Avenue.

Ms. Karen Barnett, 201 104th Avenue, complimented the Friday Morning Market and encouraged residents to attend/support the market.

E. APPROVAL OF MINUTES

E.1 Approval of the following Minutes: November 4, 2025, Workshop and Regular Meeting and November 18, 2025, Workshop and Regular Meeting; and December 2, 2025, Regular and Workshop.

Commissioner Czyszczon moved to approve the meeting minutes, as read, seconded by Commissioner Dickey, and carried four to zero.

F. CONSENT AGENDA

F.1 Execute Contract with State to accept $1.5 Million state appropriations for the rebuild of the Public Safety Building

Commissioner Dickey moved the Commission approve the Consent Agenda, seconded by Commissioner Clark, and carried four to zero.

G. ITEMS OF BUSINESS

G.1 Ordinance 2026-01, Adopting a Property Tax Rate for Fiscal Year 2025 – First Reading and Public Hearing

City Attorney Ralf Brookes read the ordinance by title only. **Commissioner Dickey moved to approve Ordinance 2026-01, establishing the Fiscal Year 2026 Property Tax Rate for the City of Treasure Island, Florida, at 3.8129 mills at first reading with the second and final public hearing to be held on January 20, 2026, at 6pm, seconded by Commissioner Clark.**

Commissioner Clark wanted confirmation there would be no changes to the budget. Chief Financial Officer (CFO) Victor Ortiz confirmed the ordinance was an administrative correction.

Mayor Doctor called for public comment; there was no response.

The motion carried four to zero.

G.2 Ordinance 2026-02, Budget for Fiscal Year 2026 - First Reading and Public Hearing

Attorney Brookes read the ordinance by title only. **Commissioner Dickey moved to adopt Ordinance 2026-02 adopting the FY 26 budget, at first reading with the 2nd Reading and Final Public Hearing on January 20, 2026, seconded by Commissioner Czyszczon.**

Ms. Sarah Pennington, Isle of Palms, commended Public Works Director Gary Volenec and CFO Ortiz for improving the budget and setting reserves but wanted the City to adjust its mindset on spending and was concerned how the budget would be funded in future years since the City's budget was increasing.

Mayor Doctor asked if the $50 million budget came from the release of Capital Improvement Projects, which CFO Ortiz confirmed.

The motion carried four to zero.

G.3 First Reading and Public Hearing of Ordinance 2026-03 for a budget amendment of $178,900 for the expense of Rosselli Park Sun Canopy

Attorney Brookes read the ordinance by title only. Noting he made the motion for discussion, Commissioner Dickey moved to approve Ordinance 2026-03 at the first public hearing and to schedule it for a second reading. (The motion died for lack of a second.)

G.4 First Reading and Public Hearing of Ordinance 2026-04 for a budget amendment of $386,799.50 for the recognition of the insurance proceeds for flood damages.

Attorney Brookes read the ordinance by title only. **Commissioner Dickey moved to approve Ordinance 2026-04 at the first public hearing and to schedule it for a second reading, seconded by Commissioner Czyszczon.**

Mayor Doctor called for public comment; there was no response. Commissioner Dickey asked if the City was expecting additional insurance funds. CFO Ortiz said the City was getting to the end of insurance reimbursements.

The motion carried four to zero.

G.5 Second and Final Reading of Ordinance 2025-32, Increase City Manager's Purchase Authority (Commissioner Dickey)

Attorney Brookes read the ordinance by title only. **Commissioner Dickey moved to approve Ordinance 2025-32 at the second and final reading and public hearing, seconded by Commissioner Czyszczon.** Mayor Doctor called for public comment; there was no response. **The motion carried four to zero.**

G.6 Second and Final Reading of Ordinance 2025-34 for Additional Expenses of $7,900 for Purchase of the Self-Contained Breathing Apparatus

Attorney Brookes read the ordinance by title only. **Commissioner Dickey moved to give the City Manager purchase authority of $197,000 and approve Ordinance 2025-34 at the second and final public hearing, seconded by Commissioner Czyszczon.** Mayor Doctor called for public comment; there was no response. **The motion carried four to zero.**

G.7 Second and Final Reading of Ordinance 2025-35, Amending the FY 2026 Budget due to Cost Increment Over the Budgeted Estimates

Attorney Brookes read the ordinance by title only. **Commissioner Dickey moved to approve Ordinance 2025-35 and the second and final public hearing, seconded by Commissioner Czyszczon.** Mayor Doctor called for public comment; there was no response.

Commissioner Dickey asked CFO Ortiz to maintain a running list of budget amendments made throughout the year. On request for clarification from CFO Ortiz, Commissioner Dickey said the list should include a description of the budget amendment, the amount, and the total, and be sent to all the Commissioners.

The motion carried four to zero.

G.8 Second and final reading of Ordinance 2025-36, for Expense of Beach Pavilion and Treasure Bay Clubhouse Repairs, and adding an FTE Community Development Administrative Assistant

Attorney Brookes read the ordinance by title only.

Mr. Mark Hohe, District 3, did not favor the disparate budget allocations, said added positions were rarely ended, and wanted the position separated from the budget amendment and the FTE tabled.

Ms. Sarah Pennington, Isle of Palms, disagreed with adding the FTE to manage the lawn mowing program.

On request from Mayor Doctor, City Manager Van Zant explained the position would be funded from the collection of fines and believed the position could be cut once the island recovered. Mayor Doctor reiterated the position would fund itself. Commissioner Clark agreed he did not support the position unless it was going to fund itself and asked why a budget amendment was required if it would fund itself. City Manager Van Zant explained how the program would function. Responding to Commissioner Clark, City Manager Van Zant said the budget amendment amount would be approximately $30k for the remainder of the fiscal year. Discussion continued. Assistant City Manager Bobbie Shay Lee explained the FTE functions and why it was needed. Commissioner Dickey believed the position was necessary to run the lawn mowing program but felt the position should be reevaluated in the next three-four years. Assistant City Manager Lee said there was a volunteer program staff had developed that was not utilized by violators. Commissioner Clark believed the Commission's consensus was to approve the position as long as it was temporary. Mayor Doctor agreed a future review was beneficial. Following talks, Attorney Brookes advised language could be added to the motion requiring periodic review.

Commissioner Czyszczon said the budget amendment included the higher amount for the Treasure Bay Clubhouse even though the Commission did not approve the higher amount of the repairs. CFO Ortiz stated the amount remained the same in the budget amendment but Public Works Director Gary Volenec was only completing interior repairs. Responding to Commissioner Czyszczon, Director Volenec stated the Commission only approved the interior work and staff was evaluating cheaper options for the windows and said the higher amount was not authorized to be spent. Commissioner Clark sought confirmation the City was evaluating cheaper options for the windows. Director Volenec said the contractor had suggested a hardened option but had evaluated additional options that were about half the cost of the original option.

Mr. Rick Matthews, District 3, asked about why a waiver was necessary. City Manager Van Zant explained volunteers were not permitted without a waiver but the City could mow without permission.

Mr. Jeffery Baynon, Code Enforcement Board (CEB), explained the CEB was waiting for updates on Code Cases and believed the program needed to be stricter and felt hiring additional people was not cost effective.

Human Resources Director Jessica Zamora sought clarification on the position. Mayor Doctor and Commissioner Dickey said it would be a full-time, temporary position. Commissioner Dickey expounded on the potential for the employee if the position was terminated.

Commissioner Dickey moved to approve Ordinance number 2025-36 at the second and final public hearing, with the inclusion of a periodic review of the full time temporary staff position being added, seconded by Commissioner Czyszczon, and carried four to zero.

G.9 Extension of Emergency Ordinance 2025-23, Repealing Certain Sections of Chapter 69 and 76

Attorney Brookes read the ordinance by title only. Answering Mayor Doctor, City Manager Van Zant stated Chapters 69 and 76 had been rewritten to remove Terrain Modification Manual items and would be presented in February. Commissioner Clark wanted confirmation that would be the last extension. City Manager Van Zant confirmed.

Commissioner Dickey moved to approve a 60-day extension to Emergency Ordinance 2025-23, seconded by Commissioner Clark. Mayor Doctor called for public comment.

Mr. Mark Hohe, District 3, felt Kimley-Horn had not been the best partner because the issue had taken so long to correct.

The motion carried four to zero.

G.10 Approve Letter of Agreement with Florida State University Florida Institute of Government (FSUIOG) to Perform Review of the City's Records Inventory

Commissioner Dickey moved to approve the agreement between the City and the Florida Institute of Government at Florida State University, seconded by Commissioner Czyszczon. Mayor Doctor called for public comment; there was no response. **The motion carried four to zero.**

G.11 Authorization to Proceed with a Request for Qualifications (RFQ) Solicitation for Master Planning Services for the Treasure Island Commercial Redevelopment Master Plan Project

Commissioner Dickey moved to direct the City Manager to proceed with the Request for Qualifications Solicitation for Master Planning Services for the Treasure Island Commercial Redevelopment Master Plan Project, seconded by Commissioner Clark. Mayor Doctor called for public comment.

Mr. Don Snemis, 11870 4th Street East, gave feedback on the RFQ and suggested the City needed a provision that anyone who applied disclose their relationships with the Commission or builders in the area.

Mr. Robert Bozzo, Isle of Capri, wanted the City to prosper, felt planned developments should be an element of the master plan and the timeframe could be shorter, and supported the item.

In answer to Commissioner Dickey, Attorney Brookes said the master planner could employ someone with Florida experience and satisfy the requirements of Section E and believed Florida

experience would be helpful. Commissioner Clark did not care if the master planner was from Florida because staff could have Florida experience and wanted the master planner independent and felt the Florida experience requirement was to disqualify a single individual.

Regarding Section 3, Commissioner Dickey noted the original direction was limited to five areas, but the RFQ was broader. City Manager Van Zant said he could amend the RFQ to show RFM-15. Commissioner Dickey wanted that clarified in the RFQ and did not want all Commercial General included, only the John's Pass area. Economic Development Director Joan Goodrich said the area could be better defined on the map and in the language.

Commissioner Czyszczon wanted to know why the 2015 master plan could not be updated, rather having a new master plan created and felt nine months was too long.

The motion carried three to one; Commissioner Czyszczon voted no.

G.12 City Manager Review (Commissioner Czyszczon)

Mayor Doctor moved, as Mayor, to work with the City Manager and come back to the full Commission at the January 20, 2026, meeting with an evaluation form; at that point, each Commissioner could schedule a one-on-one meeting with the City Manager and give their individual feedback to him by February 11, 2026, seconded by Commissioner Czyszczon.

Mayor Doctor called for public comment; there was no response.

Commissioner Dickey distributed a template evaluation form, as contained in background material. Mayor Doctor liked the form.

The motion carried four to zero.

H. CITY MANAGER AND CITY ATTORNEY REPORT

City Manager Van Zant reviewed the City Manager report, as contained in background material; relayed requests from the Local Planning Agency, as contained in background material; and said the item could be brought back at a different meeting. Commissioner Dickey said the Thunderbird Hotel had requested 100 rooms per acre so the LPA was incorrect and felt all the items needed more discussion.

City Attorney Brookes requested a notice of executive session on January 20, 2026, at 5 p.m. at City Hall in Chambers, and said the purpose would be pending litigation strategy.

I. COMMISSIONER REPORTS

Commissioner Clark asked for an update on the St. Petersburg parking lot. City Manager Van Zant the City had been reaching out to St. Petersburg, with no response. Commissioner Clark said there were more short-term rentals on Isle of Palms and asked if the City was taking any steps to curb short-term rentals. City Manager Van Zant said the City was focusing on the more egregious violators and would follow up with a plan and update the Commission in the next few weeks.

Commissioner Clark noted an email had been sent to the top executives in his company that contained false information and believed the goal of the email was to get him fired and have him quit the Commission and asserted members of the Commission would be brought to justice in the coming months.

Commissioner Czyszczon wanted the kids camp to be reevaluated, allowing employees' and residents' children only, said the camp was the most inexpensive in the area and felt the price needed to be increased, stated the Tarpon Drive easement hole was growing and the drain pipe needed to be fixed. Regarding the City Manager, Commissioner Czyszczon said City Manager Van Zant had been chosen as short-term hire, with the option of an ongoing contract; said the City Manager's use of vacation time and absences from City events was concerning; wanted the City Manager to work with both chambers of commerce; and concluded he had lost confidence in the City Manager's leadership.

Commissioner Dickey encouraged Mr. Bozzo to ask his Commissioner for answers to questions, did not agree with the 6:15 p.m. deadline for comment cards for general discussion, wanted a follow-up on Summer Camp costs, and wanted an overall assessment of City seawalls, and said the beach pavilion work would begin January 20, 2026.

The Commission consented to ceasing the comment card deadline from 6:15 p.m.

Commissioner Czyszczon wanted to extend the public comment time from three minutes to five minutes. Commissioner Clark and Commissioner Dickey favored five minutes. Commissioner Dickey said there were circumstances where five minutes should be shortened.

Mayor Doctor said it was a busy time for government because the Legislative Session was beginning, noted legislative events, asserted confidence in the City Manager Van Zant, and read comments from Vice Mayor Tammy Vasquez, supporting the City Manager.

Commissioner Clark thanked another Commissioner for assisting with the previously mentioned investigation and echoed support for City Manager Van Zant.

J. ADJOURNMENT

The meeting was adjourned at 8:02 p.m.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

BOARD OF COMMISSIONERS SPECIAL MEETING
MONDAY, JANUARY 8, 2024 – 7:00 PM
120 108TH AVENUE
TREASURE ISLAND, FL 33706

MINUTES

A. PLEDGE OF ALLEGIANCE

Mayor Payne called the meeting to order.

B. ROLL CALL

Present:
Mayor Tyler Payne
Commissioner Deb Toth
Commissioner John Doctor
Commissioner Beth Wetzel

C. PUBLIC COMMENTS FOR NON-AGENDA ITEMS – None.

D. ITEMS OF BUSINESS

D.1 Discussion of District 3 Commission Vacancy

City Clerk Celine Kidwell stated Commissioner Patridge had resigned, explained appointment requirements, and asked if the Commission wanted to appoint a Vice Mayor during the current meeting. Mayor Payne suggested the Commission accept letters of interest between January 9, 2024, and January 12, 2024, expounded on application requirements, and said the Commission could decide at the next regularly scheduled meeting. Commissioner Toth wanted to see resumes of the applicants. Following remarks, Commissioner Wetzel agreed a speedy appointment would be beneficial. Clerk Kidwell recommended the deadline end at noon so the Clerk could distribute the applications in a timely manner. Commissioner Doctor wondered if the Commission would have an opportunity to meet with the applicants prior to appointment. Mayor Payne wanted confirmation the Commissioners could reach out to individuals on their own initiative.

Commissioner Wetzel believed the appointment could be moved out. Mayor Payne said if the meeting was not made at the following meeting, there would have to be a special meeting. Clerk Kidwell offered to encourage the applicants to attend the January 16, 2026, meeting.

On request from Mayor Payne, the Commission decided to move forward with the appointment of Vice Mayor. Commissioners Doctor and Toth wanted to serve as Vice Mayor. After discussion, Commissioner Wetzel moved to appoint Commissioner Deb Toth as interim vice mayor until the election (the motion was subsequently withdrawn.). City Attorney Jen Cowan said it would be vice mayor. Commissioner Toth seconded the motion and argued she had been vice mayor before and the position was temporary. Commissioner Doctor noted he had been Commissioner for three years and knew what the job entailed.

Mayor Payne and Commissioner Wetzel felt either Commissioner would do a good job. Commissioner Wetzel offered to serve as Vice Mayor until the election and withdrew the motion. **Commissioner Toth nominated Beth Wetzel as Vice Mayor, seconded by Commissioner Wetzel.** Mayor Payne believed Commissioner Doctor should serve as Vice Mayor after the election. **The motion carried four to zero.**

Regarding the vacancy on the Suncoast League of Cities board, Commissioner Doctor noted he was the alternate and agreed to be the official representative. **Commissioner Toth moved the Commission appoint Commissioner Doctor as the Commissions representative to the Suncoast League of Cities, seconded by Vice Mayor Wetzel.**

Mayor Payne called for public comment; there was no response.

The motion carried four to zero.

Mayor Payne did not believe an alternate appointment was needed to the Big-C prior to the election but did need someone to fill-in for the January meeting. Commissioner Doctor would attend.

Mayor Payne commended Commissioner Patridge's service to the Commission. Discussion concluded.

D.2 Approve Executing Contract for City Manager Recruitment

Human Resources Director Jessica Zamora noted the contract had been submitted and was available for questions. After confirming there were no changes, **Vice Mayor Wetzel moved to approve the contract with Strategic Government Resources firm for city manager recruiting services, seconded by Commissioner Toth.** Mayor Payne called for public comment; there was no response. City Manager Amy Davis requested the contract amount be in the motion. **Vice Mayor Wetzel moved to approve the contract with Strategic Government Resources firm for city manager recruiting services for an amount not to exceed $27,900 and $10,00 in contingency funds for supplemental services not included in the not-to-exceed amount for the selected finalist travel and accommodations, seconded by Commissioner Toth. The motion carried four to zero.**

Noting the potential sale/development of King Fish Park, Mayor Payne suggested not seeking State funding to improve the park if it would be sold but listed other potential projects eligible for State assistance instead. City Manager Davis relayed the need for short-term improvements and cost estimates. Commissioner Toth felt the discussion needed to be on the next agenda.

Mayor Payne said it could be discussed more thoroughly at a future meeting, but the lobbyist needed direction. Vice Mayor Wetzel did not believe the funding request with the legislature should move forward. Discussion continued on potential land swaps for Kingfish Park.

Vice Mayor Patridge announced residents could park at City lots that were higher elevation to avoid flooding from the pending storm.

E. ADJOURNMENT

The meeting was adjourned.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

CITY OF TREASURE ISLAND
TOWN HALL
DECEMBER 18, 2024
PROMENADE DECK 10451 GULF BLVD TREASURE ISLAND FL 33706

MINUTES

A. CALL TO ORDER

Mayor John Doctor called the meeting to order.

Present:

Mayor John Doctor
Vice Mayor Arden Dickey
Commissioner Diana Crabill
Commissioner Bob Minning

Absent:

Commissioner Deb Toth

B. ITEMS/DESCRIPTION

City Manager Charles Anderson welcomed all in attendance and explained the Town Hall was to answer questions regarding the permitting process. Community Development Director Kathryn Younkin gave a presentation as shown in the background material. Human Resource Director Jessica Zamora read submitted questions and answers to those questions which were included in the presentation.

Mr. Kevin Hayes, Pinellas County Property Appraiser (PCPAO), provided information on Property Appraiser valuation estimates, noted Building Value Reconsideration (BVR) process offered by the PCPAO site, and informed residents of form DR465 for a partial refund from the Tax Collector Office on the building structure. Prompted by residents questions, Mr. Hayes explained actual cash value appraisals, stated Tidal Basin did the inspections post-storm, said appraisals were rarely seen by PCPAO, there were caps on how much values could be increased, and noted it was only residential up to nine units for the calamity rule.

Director Younkin answered there were forms for what was needed for the actual cash value appraisals and answered substantial damage letters were being sent out as quickly as possible. A resident inquired on if they should wait for a substantial damage letter if they would demo the house. Director Younkin answered residents with a substantial damage letter could wait to make an informed decision and any resident with National Flood Insurance could receive an increase of compliance coverage. A resident

asked why a substantial damage was needed under option 2. City Manager Anderson answered the commission provided direction to follow option 2, explained the substantial damage determination was required, and said the direction given was to have a process in place to use the PCPAO actual value or private appraisal and the submitted Federal Emergency Management Agency (FEMA) cost breakdown sheet to return the structure to pre-storm condition.

A resident inquired who was making the determinations for substantial damage letters. City Manager Anderson replied Tidal Basin was contracted to conduct inspections and that information was input to a FEMA substantial damage calculator which determined if the residence was at, above, or under the 50 percent rule and noted there was a reassessment process for any residences that were over the 50% rule. A resident expressed concerns regarding paying private appraisals and elderly residents who had distress due to the 50% rule. Director Younkin explained a private appraisal was not needed for a reassessment and that pictures could be used.

Mr. Chris Clark, District 2, asked the staff to inform the residents if using option 2 would put the City at risk and inquired how Option 2 would be followed by staff. City Manager Anderson answered FEMA had informed the City if a methodical process was in place, then the City would be compliant. Mayor Doctor answered if a resident had all the information needed for a permit, then it was a simple math equation. Mr. Peter Donnatuni, District 3, inquired about quickly permits would be issued and expressed frustration due to the slow pace of permits. City Manager Anderson explained the permit techs were issuing and intaking permits. A resident inquired if he would have to wait for a substantial damage determination was not made then could he get a permit under option 2. City Manager Anderson answered that the residents could submit a permit application and receive a substantial damage determination during the permitting process. Commissioner Crabill noted the permit would have to go through the review process and residents could not get a permit the same day.

Director Younkin read from the code chapter 66-101.2 and then continued the presentation as detailed in the background material. Director Zamora read various questions submitted by residents which was included in the background material.

With the presentation concluded, City Manager Anderson opened the floor to any questions. Commissioner Dickey inquired about the specific method the Community Development Department was using to complete permit applications. Director Younkin answered FEMA compliant buildings were triaged and applicants have been asked to submit information to increase the speed of completing the permit applications.

A resident asked the City to commit to using the itemized cost of labor and materials and building owners submit itemized cost estimates for finding Substantial Damage Determinations. City Manager Anderson answered that the City could not commit to the suggestion unless it did not conflict with Commission’s direction. A resident inquired how many permits were issued that day and expressed frustration with the permitting process. City Manager Anderson said at that time staff did not have the answer.

A resident asked the City Attorney Jennifer Cowan to read the exact wording of the ordinance for the 50% rule that Treasure Island had adopted, explained certain rules from the FEMA handbook did not apply to Treasure Island and expressed frustration regarding the permitting process. City Attorney Cowan read the section the resident requested, clarified the substantial damage assessment was the cost of restoring the building back to pre-storm condition, and explained staff makes the substantial damage determination.

A resident asked if a private appraisal from the insurance company would be reviewed by the City. Director Younkin explained an actual cash value appraisal could be submitted with the permit or could be submitted with the reevaluation assessment and explained the City could only see insurance claims.

A resident inquired why there was an appeal process with moving to Option 2. Director Younkin explained the determination stood unless it was reappealed. Commissioner Dickey said there were residents who were waiting for the Substantial Damage letter. The resident noted Option 2 did not use substantial damage assessments and inquired why the letters were being used. Mayor Doctor answered that determination would have to be made whether it was a letter or through the permitting process. Various residents expressed frustration with the permitting process and substantial damage determinations. City Manager Anderson gave closing remarks.

C. ADJOURNMENT

The meeting was adjourned.

_____

John Doctor, Mayor

Attest:

_____

Tia Payton, Deputy City Clerk

BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, JANUARY 20, 2026 – 6:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MINUTES

A. PLEDGE OF ALLEGIANCE

Mayor Doctor called the meeting to order at 6:00 p.m. and led in the pledge of allegiance.

B. ROLL CALL

Present:

Mayor John Doctor
Vice Mayor Tammy Vasquez
Commissioner Chris Clark
Commissioner Arthur Czyszczon
Commissioner Arden Dickey

Vice Chair Vasquez explained her absence from the previous meeting was due to an injury and thanked everyone for their patience.

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

Commissioner Czyszczon asked to move Items H.8. and H.9. to the Consent Agenda. The Commission consented. Commissioner Czyszczon requested the Commissioners put away their cell phones.

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

D.1 Recognition for Employees of the Year 2025

Human Resources Director Jessica Zamora explained the recognition process and announced the following Employees of the Year: Jason Pagano, Field Employee; Tia Payton, Administration/Office; and Master Police Officer Mark Douglas, Public Safety.

D.2 Pinning Ceremony for Firefighter Jordan Dahlstrom (Promotion to Fire Lieutenant)

Deputy Chief Tom Brennan gave the presentation.

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Pinellas County Commissioner Kathleen Peters spoke about the importance of applying for People First Recovery Program, which provided financial assistance to those impacted by the 2024 hurricanes.

Ms. Carrie Auerbach, Keep Pinellas Beautiful, spoke about an upcoming planting event.

Mr. Mike Braddy, Isle of Capri, spoke about the disrepair of the City, advocated for utilizing Planned Developments in the City, encouraged the Commission to work together, expressed dissatisfaction with online communication amongst the community members, and believed development was stalled due to building restrictions.

Mr. Mark Hohe, District 3, spoke on the proposed development of the Treasure Island Yacht Club property as a high-and-dry boat storage facility, alleged City staff had not used proper channels to move the project forward, and did not believe the project was the highest and best use of the property.

Mr. Robert Bozzo, District 1, praised the quick construction and process of the pickleball courts, noted the City had a bad reputation due to recent controversies, and felt the people who go to Tallahassee needed to have a good reputation.

Ms. Marie Barba, resident, announced Citizens of Treasure Island for Responsible Growth as a political action committee; touched on the responsiveness of City staff, development in District 4, data availability from the City, and height/density discussion at the Local Planning Agency (LPA) meeting; and asked for a Charter Amendment to Amend Article 7, results of election.

Mr. West Evans, District 2, questioned the process/purpose of redeveloping the Treasure Island Yacht Club.

Mr. Bill Kearnes, Treasure Island resident, shared his previous difficulties with purchasing/developing the Treasure Island Yacht Club, requested the Commission work together to benefit the City, and opined on the difficulties of developing.

Mr. Gregory Tong, Sons Commander of the American Legion, spoke about an upcoming car show in the Treasure Island Park and relayed an inappropriate incident in the American Legion involving a City Commissioner.

Commissioner Clark objected to Mr. Tong’s statements.

Ms. Derry Smith, Sunset Beach, refuted the LPA’s assertions that developers did not want to build in the City.

Mr. Buzzy Barnett, resident, wanted to see a quarterly report from City Manager Charlie Van Zant on what the City was accomplishing and more transparency from the City.

Ms. Brandy Long, Gulf Boulevard, asserted the previous LPA meeting was not properly conducted, a Master Plan would be beneficial, and the LPA Chair inappropriately addressed fellow board members.

Mr. Ron DeBiase, resident, said the Commission needed to better represent the City, believed Commissioner Czyszczon had voted on an issue that was a conflict of interest and should be removed from the Commission, and said the Police Department and Fire Department should be paid a better wage.

F. APPROVAL OF MINUTES – None.

G. CONSENT AGENDA

G.1 Hold-Harmless Agreement with Clearwater, Largo, and St Petersburg Fire Departments for us of their Fire Department Training Facility for 2026.

G.2 Authorize the purchase of a New Wastewater Bypass Pump (Formerly Item H.8)

G.3 Approve City Manager the authority for the purchase of one (1) 2026 Ford Super Duty F-350 V8 6.8L SRW XL Crew Cab truck (Formerly Item H.9)

Vice Mayor Vasquez moved to approve the consent agenda, as presented, seconded by Commissioner Dickey. Mayor Doctor called for public comment; there was no response.

Commissioner Clark wanted to know why the truck needed to be purchased. City Manager Van Zant said there was a need for a super duty truck and emphasized the cost of excessive repairs to the old truck. Public Work Director Gary Volenec stated during the 2024 Hurricanes there were issues with moving pumps and generators, and an F-250 was better suited for that work. Mayor Doctor noted the item did not need to be on the agenda due to purchase authorization limits. Following remarks, **the motion carried five to zero.**

H. ITEMS OF BUSINESS

H.1 Ordinance 2026-01, Adopting a Property Tax Rate for Fiscal Year 2025 - Second and Final Reading and Public Hearing

City Attorney Ralf Brookes read the ordinance in its entirety.

Vice Mayor Vasquez moved to approve Ordinance 2026-01, establishing the Fiscal Year 2026 Property Tax Rate for the City of Treasure Island, Florida, at 3.8129 mills at the second and final public hearing., seconded by Commissioner Czyszczon. Mayor Doctor called for public comment; there was no response. **The motion carried five to zero.**

H.2 Ordinance 2026-02, Budget for Fiscal Year 2026 - Second and Final Reading and Public Hearing

City Attorney Brookes read the ordinance in its entirety. **Vice Mayor Vasquez moved to adopt Ordinance 2026-02 adopting the FY 2026 budget, at the second and final reading and final public hearing, seconded by Commissioner Dickey.** Mayor Doctor called for public comment; there was no response. **The motion carried five to zero.**

H.3 First Reading and Public Hearing of Ordinances 2025-38 through 2025-42 to replace the Terrain Modification Manual with the City of Treasure Island Drainage Manual and update corresponding Land Development Regulations.

Attorney Brookes read Ordinance 2025-38 by title only. Floodplain Manager Jesse Miller summarized the item. Vice Mayor Vasquez moved to approve Ordinances 2025-38, 2025-39, 2025-40, 2025-41 and 2025-42 and schedule a second and final public hearing, seconded by Commissioner Czyszczon. (The motion was not voted on.) Commissioner Clark appreciated the simplified drainage manual and staff's work on the changes. Mayor Doctor highlighted the work was completed by staff, rather than a consultant.

On advisement from the City Attorney to adopt the ordinances individually, **Vice Mayor Vasquez moved to approve Ordinance 2025-38, seconded by Commissioner Czyszczon.** Mayor Doctor called for public comment; there was no response. **The motion carried five to zero.**

Attorney Brookes read Ordinance 2025-39 by title only. **Vice Mayor Vasquez moved to approve Ordinance 2025-39, seconded by Commissioner Czyszczon.** Mayor Doctor called for public comment; there was no response. **The motion carried five to zero.**

Attorney Brookes read Ordinance 2025-40 by title only. **Vice Mayor Vasquez moved to approve Ordinance 2025-40, seconded by Commissioner Czyszczon.** Mayor Doctor called for public comment; there was no response. **The motion carried five to zero.**

Attorney Brookes read Ordinance 2025-41 by title only. **Vice Mayor Vasquez moved to approve Ordinance 2025-41, seconded by Commissioner Czyszczon.** Mayor Doctor called for public comment; there was no response. **The motion carried five to zero.**

Attorney Brookes read Ordinance 2025-42 by title only. **Vice Mayor Vasquez moved to approve Ordinance 2025-42, seconded by Commissioner Dickey.** Mayor Doctor called for public comment; there was no response. Commissioner Dickey praised staff work on the update. Director Volenec noted it was a team effort. **The motion carried five to zero.**

H.4 City of Treasure Island Participation in Gulf Beaches Public Library Community Time Capsule Event

Ms. Beth Wetzel, Gulf Beaches Library representative, requested participation from the City of Treasure Island on items to put in the time capsule during the library's reopening event and highlighted the importance/resources of the library. Following remarks, Ms. Wetzel said the items should be small. Mayor Doctor recommended a Sanding Ovations Christmas ornament. Vice Mayor Vasquez said businesses could put in items. On suggestion from City Manager Van Zant, the Commission appointed Deputy City Clerk Tia Payton to work with Ms. Wetzel on getting items for the time capsule.

H.5 Review Commission Priorities

City Manager Van Zant shared a presentation, as contained in background material, and said the Commission could provide alternative direction if desired. Answering Commissioner Czyszczon, Director Volenec said the Living Seawall would be completed in a few months. Commissioner Czyszczon asked what EV ongoing sections were. Commissioner Dickey said some residents had requested charging stations and suggested adding the Master Development Plan as a priority.

Commissioner Czyszczon shared photos of the seawall at Tarpon Drive, as contained in background material, and felt the seawall should be a priority. Director Volenec stated the City was getting quotes for repairs. Answering Commissioner Czyszczon, Attorney Brookes said Code Enforcement may be able to mandate repairs. Director Volenec said the City could try to mitigate the impacts of runoff, but the City could not make repairs to private property. Commissioner Czyszczon wanted to know if the City had contacted the private property owners. City Manager Van Zant confirmed the City had contacted the owners with no change. Following comments, Mayor Doctor requested City Attorney Brookes investigate what could be done to encourage the repairs. Attorney Brookes explained the code enforcement process. Director Volenec said it would be approximately $60,000 to fix the City seawall. Mayor Doctor asked City Manager Van Zant to direct

Code Enforcement to cite the property and begin daily fines. Answering Commissioner Czyszczon, Attorney Brookes explained the ramifications from code enforcement liens.

Mayor Doctor called for public comment; there was no response.

Following praise for the work that had been done, Commissioner Clark requested the City Manager better communicate City accomplishments. City Manager Van Zant emphasized he had worked on everything directed by the Commission. Commissioner Dickey said the City website had project updates. City Manager Van Zant encouraged residents get their information from their City Commissioner, rather than social media.

H.6 Authorize the Purchase of Camera Equipment and Software to replace the video inspection capabilities for City pipeline infrastructure.

Vice Mayor Vasquez moved that the City Commission approve the authorization to purchase Camera Equipment and Software to replace the video inspection capabilities for City pipeline infrastructure, seconded by Commissioner Dickey. Mayor Doctor called for public comment.

Mr. West Evans, District 2, asked about the annual cost of the subscription service and whether there was a current subscription cost. Director Volenec said the equipment came with a new software, but was under budget and was a good package.

The motion carried five to zero.

H.7 Authorize the construction contract for the Treasure Island Dune Walkovers Phase 2 Repair Project

Vice Mayor Vasquez moved the City Commission authorize the construction contract for the Treasure Island Dune Walkover Phase 2 Repair Project, seconded by Commissioner Czyszczon. Mayor Doctor called for public comment; there was no response.

Commissioner Dickey asked if the City should wait until the County had completed the dune vegetation project and whether Phase 2 would complete the dune walkover repairs. Director Volenec said the project would not impact the vegetation project and the second phase would complete the project.

The motion carried five to zero.

H.8 Authorize the purchase of a New Wastewater Bypass Pump (Moved to Item G. 2)

H.9 Approve City Manager the authority for the purchase of one (1) 2026 Ford Super Duty F-350 V8 6.8L SRW XL Crew Cab truck. (Moved to Item G.3)

H.10 Authorize the City Manager to approve a Purchase Authorization to Vortex Services, LLC for Sewer Main Inspection and Lining Services

Vice Mayor Vasquez moved to approve staff's recommendation to authorize the City Manager to execute a purchase authorization to Vortex Services, LLC to provide Sewer Main Lining, seconded by Commissioner Dickey. Mayor Doctor called for public comment; there was no response.

Answering Vice Mayor Vasquez, Director Volenec said the project would complete Gulf Boulevard with residential areas next.

The motion carried five to zero.

H.11 Proposed Settlement of Anand v. City of Treasure Island, Case 19-002-456-CI-20 (if needed post executive session)

Attorney Brookes noted a settlement agreement had been reached and staff recommended approving the agreement.

Vice Mayor Vasquez moved to approve the proposed settlement, seconded by Commissioner Dickey. Mayor Doctor called for public comment; there was no response. **The motion carried five to zero.**

H.12 Discussion Regarding LPA Requests

City Manager Van Zant explained the item was presented to the Commission for direction on whether to apply staff time. Mayor Doctor called for public comment.

Ms. Tamara Wicks, 10365 Paradise Boulevard, Unit 24, complained the item was published without sufficient time and asked future PD items be noticed with sufficient time.

Mr. Andrew Vasey, District 2, did not like the process the City was using to address redevelopment and advocated for following the proper process.

Mr. Scott Elliot, Isle of Capri, asserted the best and highest use would be parking lots under the current development standards, asserted he favored increased height and density and development.

Mr. Mark Hohe, District 3, believed the LPA was usurping the Commission's role and working against the policies set by the Commission and the LPA had no order.

Ms. Don Snemis, District 1, asserted the Master Plan should be completed before implementing a PD process.

Mr. Robert Bozzo, resident, wanted smart growth with a master plan and said the last LPA meeting was not conducted well.

Ms. Marie Barba, resident, felt the last LPA meeting was not conducted well, wanted Chair Richard Harris reprimanded, said the Thunderbird Hotel had agreed to current building codes but LPA had unnecessarily brought up increased height/density again.

Ms. Donna Jollymoore, Thunderbird Hotel General Manager, wanted the item approved to allow Treasure Island to rebuild.

Mr. Sean Byrnes, resident, spoke about the difficulties of development in Treasure Island and the benefits of a PD process.

Mr. West Evans, Isle of Palms, believed PDs would be good after a master plan was implemented.

Ms. Sarah Pennington, Isle of Palms, did not agree the City was split between pro- and anti-development, favored responsible development under a master plan, disagreed with the LPA recommendations, and residents did not trust the Commission to negotiate PDs.

Mr. Chris Downing, Planning and Zoning and LPA member, agreed the LPA meeting was conducted poorly and would make efforts to make the meetings more transparent, supported PDs under the

umbrella of a Master Plan, urged patience to make sure the changes in Treasure Island were positive.

Commissioner Dickey appreciated the LPAs efforts on long range plans, but it was not a policy-making board and felt their request was stepping outside its role as an advisory board, was concerned with approving the request and setting precedent and wanted the items tabled so master planner could review the LPA requests.

Mayor Doctor explained the LPA request and what was expected from the Commission. Commissioner Clark clarified the Master Planner request for qualification was for a planner that could develop a master plan that encouraged growth, asserted not acting on PDs immediately would not delay development a significant amount and the Commission would listen to a master planner about increasing height/density, thought a master plan would help the entire town, and did not believe the City had the appropriate staff to negotiate PDs.

Vice Mayor Vasquez emphasized the City was still pursuing the Master Plan, stated the Master Planner or the City could not dictate how private property owners build their property, and did not believe everything needed to stop while the master plan was being developed, and did not appreciate the insinuation that Commissioners who were pro-developers were corrupt.

Commissioner Czyszczon supported PDs.

Commissioner Dickey asserted the members of the Commission were not far apart in their stances, but believed a Master Plan should come before PDs. Mayor Doctor agreed with the need for a Master Planner, but developers and the City needed to work together to make progress, and the Commission needed to listen to their residents, and assist with development.

Commissioner Czyszczon hoped the Master Planner was an unbiased selection.

City Manager Van Zant sought confirmation the consensus was not to devote staff time on the LPA requests. Mayor Doctor agreed to wait pending the Master Plan. Commissioner Clark agreed the Master Plan should come first. Commissioner Czyszczon wanted to ask the City Attorney to draft something on PDs. Vice Mayor Vasquez wanted confirmation on the Master Planner selection process timeline and felt the PDs could be developed in tandem. City Manager Van Zant said the master plan implementation would be in about a year. Vice Mayor Vasquez was concerned PDs could not be utilized for a year.

Commissioner Dickey said even if the Commission allowed the City Manager to build PDs into the code, the Thunderbird Hotel could not move forward without increasing height and density. Discussion continued regarding Master Plan implementation timelines. Commissioner Clark suggested a master planner may start working with the Thunderbird Hotel immediately and felt the time argument was overblown.

I. CITY MANAGER AND CITY ATTORNEY REPORT

City Attorney Brookes stated the legislature was in session and highlighted SB 840.

City Manager Van Zant reviewed a presentation, as shown in background material. Commissioner Dickey wanted to see the first quarter financial report contained in the presentation prior to the meeting. The Commission consented to add the First Quarter Financial Report to the next meeting.
.

Director Volenec shared a City Seawall Evaluation report, as contained in background material, and committed to a monthly review of the seawalls to address issues early. Commissioner Dickey sought confirmation Director Volenec felt there was no imminent danger to the seawalls. Commissioner Clark said the seawalls did not look in good condition. Director Volenec said it was in good condition, if not visually appealing.

Economic Development Joan Goodrich shared a presentation, as contained in background material. Commissioner Dickey commended Director Goodrich's work during rebuilding following the hurricanes and her contact with local businesses.

City Manager Van Zant would distribute the City Manager performance evaluation form to the Commission.

J. COMMISSIONER REPORTS

Vice Mayor Vasquez addressed questions from Mr. West Evans regarding the Yacht Club redevelopment, spoke about the sunshades in Roselli Park not receiving funding, and touched on upcoming community events.

Commissioner Clark thanked Director Volenec and City Manager Van Zant for addressing the seawall concerns.

Commissioner Czyszczon praised the kite festival, suggested parking be allowed in the Treasure Island park during the next festival, announced a Facebook page where he would post his open requests. Attorney Brookes advised to add a disclaimer that the page reflected his personal views, not those of the City. Commissioner Czyszczon noted he had a meeting with the City Manager and brought a constituent to the meeting, stated the City Manager and Commissioner Clark were conspiring to keep Commissioner Czyszczon from City hall. Referencing to a meme from Commissioner Clark, which was entered into the record, Commissioner Czyszczon wanted a censure of Commissioner Clark placed on the agenda.

Commissioner Dickey noted work on the pavilion had begun, said residents should look at the project page on the City website, noted employees had moved to the north parking lot to increase paid parking closer to the beach, and believed the five-minute public comment period did not take a significantly more amount of time.

Mayor Doctor stated a completed application for the Yacht Club had never been submitted, noted the developers would not be able to build a high and dry storage building without the changes coming to the Commission for approval, praised the kite festival, and stated parking was an issue.

K. ADJOURNMENT

The meeting was adjourned at 9:46 p.m.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

AGENDA ITEM NO. G.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: February 17, 2026

SUBMITTED BY: Gary Volenec, Public Works

ITEM TYPE: Resolutions

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Authorize the City Manager to proceed with Window Refurbishment, Stucco Repair and Exterior Painting for the Treasure Bay Clubhouse

BACKGROUND: The City of Treasure Island Parks and Recreation Department maintains the Treasure Bay property for the enjoyment of residents and visitors alike. The repairs to the interior of Treasure Bay Clubhouse which was damaged during the 2024 hurricane season was approved at the December 2, 2025, City Commission Meeting. At that time, the exterior windows and doors were to be replaced with new impact resistant materials. However, due to the high price, the Commission instructed staff to develop a less expensive alternative to address the damaged windows and doors. In order to keep the pricing low, the existing frames will be cleaned and reglazed, the doors will remain with minor adjustment, and the surrounding stucco that was damaged around the perimeter of the building will be removed and replaced. Finally, the entire exterior of the building will be repainted.

POLICY/PURPOSE: The City of Treasure Island is dedicated to being a good fiscal and environmental steward of the community while providing high quality public services to meet the needs of our residents, business owners, and visitors. The proposed project provides for exterior repairs of the Treasure Bay Clubhouse which was damaged during the 2024 hurricane season.

STRATEGIC PLAN RELEVANCE: The Financial and Economic Development Section of the City's

Strategic Plan includes Goal 2 Maximize the Utilization of the City's Resources, Objectives - Continue toward the replacement of City Facilities.

ANALYSIS/DISCUSSION:

The Treasure Bay Clubhouse was damaged during the 2024 hurricane season, incurring significant interior damage to walls, carpeting, plumbing and electrical service. The Parks and Recreation Department has had to manage the tennis courts and other amenities at Treasure Bay from a temporary modular office. It was decided to utilize the Public Works Department to manage the necessary repairs to the clubhouse. On September 24, 2025, the Public Works Department advertised RFP 25-017 Request for Proposal for Specialty Services Contractors. Six contractors provided responsive bids, and Somerfield Construction was one of the selected contractors. The Specialty Services Contracts were approved at the November 18, 2025, City Commission Meeting.

Based on review of previous solicited quotes for the proposed work, it was determined that Somerfield Construction be selected to make the necessary improvements. The City has utilized Somerfield Construction on other projects and found them to perform quality work and to be responsive. Completing the repairs to the interior and exterior and replacing the windows will allow safe use of the clubhouse which serves the patrons of the tennis courts as well as other improvements being constructed at Treasure Bay, including the Living Shoreline sidewalk/board walk, and the new kayak/paddleboard dock facility.

FUNDING:

Funding is available from the General Fund through the proposed Budget Amendment to account 01 5722 46900. The total for the exterior repairs project is $37,640. Staff is requesting approval of total funding for the project to not exceed $40,000, which will include for potential contingencies.

MOTION:

I move that the City Commission authorize the City Manager to execute a Work Order for the Window Refurbishment, Stucco Repair and Exterior Painting at the Treasure Bay Clubhouse.

ATTACHMENTS:

Estimate_1037_from_Somerfield_Construction_Services_LLC.pdf

ESTIMATE

Somerfield Construction Services LLC
1408 Poinsettia Ave
Tarpon Springs, FL 34689-2340

austins@somerfield-cs.com
+1 (616) 894-9161

Bill to
Steve Viola
City Of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33706
United States

Estimate details
Estimate no.: 1037
Estimate date: 01/23/2026

Job Name: T Bay Glass & Stucco Repl.

#	Product/service	Description	Qty	Rate	Amount
1.	**Division 02**	Demolition and disposal of all stucco that is damaged from the elevation of the windows and below.	1	$4,200.00	$4,200.00
2.	**Division 08**	Replacement of the four pieces of broken glass within the existing storefront.	1	$5,520.00	$5,520.00
3.	**Division 09**	New stucco is to be installed on all locations where the stucco was removed/damaged with new control joints installed.	1	$18,720.00	$18,720.00
4.	**Division 09**	Exterior Painting of the building.	1	$9,200.00	$9,200.00

Total **$37,640.00**

Accepted date **Accepted by**

AGENDA ITEM NO. G.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: February 17, 2026

SUBMITTED BY: Gary Volenec, Public Works

ITEM TYPE: Contracts

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Award Contracts to provide General Consulting Services to the City of Treasure Island

BACKGROUND: The Public Works Department advertised RFQ 26-003 Request for Qualifications for General Consulting Services with submittals due to the City on December 15, 2025. The request was solicited to obtain interest from qualified consultants to assist with various projects, generally under the direction of the Department of Public Works. Under this solicitation, which had 27 responders, the City sought consultants qualified in one or more of several disciplines.

(1) Civil Engineering
(2) Structural Engineering
(3) Electrical Engineering
(4) Transportation Engineering
(5) Environmental Engineering
(6) Coastal Engineering
(7) Geotechnical Engineering
(8) Architecture
(9) Landscape Architecture
(10) Surveying

POLICY/PURPOSE: Award General Consulting Services contracts to eight consultants who provided proposals for consulting services for up to 10 professional disciplines to assist the City with various projects.

STRATEGIC PLAN RELEVANCE: Infrastructure Road Map - Goal 1: Protect City assets to sustain the future of Treasure Island

ANALYSIS/DISCUSSION: Public Works and Finance Department staff have determined it is in the best interest of the City to maintain a grouping of consultants to provide services on an as-needed basis. This authorization will allow for the City to utilize these consultants

	to provide a broad range of services over the contract duration to timely address future project requirements. The selected consultants are Chen Moore and Associates, Tierra, EXP US Services, V&A Consulting Engineers Company, Halff Associates, Sweet Sparkman Architects, Colliers Engineering & Design, and Kimley-Horn and Associates.
FUNDING:	No cost is associated with this resolution award to the selected consultants. Based upon the nature of potential future work, funding will be provided from various departmental accounts within the City based on the respective project needs in accordance with approved City procurement standards.
MOTION:	I move to approve the Award of Contracts for as-needed General Consulting Services to the City of Treasure Island to Chen Moore and Associates, Tierra, EXP US Services, V&A Consulting Engineers Company, Halff Associates, Sweet Sparkman Architects, Colliers Engineering & Design, and Kimley-Horn and Associates.

ATTACHMENTS:
Chen Moore Final.pdf
Colliers Final.pdf
EXP Final.pdf
Halff Final.pdf
Kimley Horn Final.pdf
Sweek Sparkman Final.pdf
Tierra Final.pdf
V&A Consulting Final.pdf
RFQ 26-003 General Consulting Services.pdf
Proposal Scoring Summary.pdf

CONTRACT BETWEEN THE CITY OF TREASURE ISLAND AND Chen Moore and Associates, Inc.

PERTAINING TO GENERAL CONSULTING SERVICES RFQ 26-003

AGREEMENT FOR PROFESSIONAL SERVICES - DISCIPLINE: 1, 2, 3, 4, 5, 6, 7, 9, 10

This Agreement is made and entered into on the 17th day of February, 2026, by and between the City of Treasure Island, Florida (City) and Chen Moore and Associates, Inc. (Consultant) (collectively the "Parties").

WITNESSETH:

WHEREAS, the City desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement; and

WHEREAS, the City selected the Consultant in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the Consultant in a Statement for Qualifications dated December 15, 2025.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement (also referred to as "Contract") consists of this document including any and all attachments, the Request for Qualifications (RFQ 26-003), required Documents for RFQ 26-003, and Consultant's proposal submitted in response to RFQ 26-003 on or before December 15, 2025, as if all components were set forth in this Agreement verbatim. In the event of a conflict between the terms and conditions provided in this document including the attachments and the RFQ or proposal, the provisions in this document will prevail. No amendment will be effective until and unless reduced to writing and executed by the Parties.

2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of Consultant to the City will be that of a professional consultant, and Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

Consultant has the discretion, subject to the requirement that it perform the services required under this Agreement competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant is fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by the Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, sub-consultants, suppliers, experts, or other persons or organizations retained or utilized by Consultant for the services required under this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the City. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as provided in this agreement contemplated. Furthermore, Consultant is responsible for paying all income and employment taxes, and the City will not be responsible for collecting and paying withholding, FUTA, FICA and any other state or federal taxes.

Consultant shall perform all services in accordance with generally accepted professional standards. Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind must conform to and be in compliance with, and Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.0 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the Consultant to work with and for the City to provide General Consulting Services within discipline(s):
Civil engineering, Structural engineering, Electrical engineering, Transportation engineering, Environmental engineering, Coastal engineering, Geotechnical engineering, Landscape architecture, Surveying

3.2 The documents will be prepared in sequence under individual work orders.

3.3 The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind shall conform to and be in compliance with, and the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.4 The Consultant's services under this Agreement will be provided under Work Authorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.

3.5 The Consultant shall maintain an adequate and competent staff of professionally qualified personnel available to the City for the purpose of rendering the required engineering and/or architectural services under this Agreement and must diligently execute the work to meet the completion time established in Work Authorization. The Consultant will not sublet, assign or transfer work under this Agreement to another associated firm, a subcontractor or a sub-consultant without the prior written consent of the City. The Consultant will require all associated firm-type firms, subcontractors and sub-consultants to adhere to the terms of this Agreement and the utilization of any such associated firm-type firm, subcontractor or sub-consultant by the Consultant will not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Agreement or any duly executed work authorizations.

3.6 The City reserves the right to enter into contracts with other consulting firms for similar services. The Consultant will, when directed to do so by the City, coordinate and work with other consulting firms retained by the City.

3.7 At all times during the performance of any of the services required under this Agreement, Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

4.1 There is no guarantee of work under this Agreement. Consultant shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization constitutes written notice to proceed.

4.2 If Consultant's services called for under any Work Authorization are delayed for reasons beyond the Consultant's control, the time of performance will be adjusted as appropriate.

4.3 It is the intent of the Parties that this Agreement continue in force until five (5) years from the date of initiation, with the option of the City to provide up to one two-year extension, subject to the provisions for termination contained in this Agreement. Assignments that are in progress at the Agreement termination date will be completed by the Consultant unless specifically terminated by the City.

4.4 Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.

4.5 If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

4.6 Each Work Authorization may establish the following:

a) A title for the project and/or Work Authorization number;

b) A general description of the purpose of the work;

c) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;

d) The scope items to which a lump sum fee applies and the total compensation that will be paid to the Consultant by the City for completion of the project services;

e) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;

f) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;

g) Description of deliverables;

h) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;

i) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;

j) A designated person to act on the Consultant's behalf on all matters concerning the Work Authorization;

k) The contract manager designated by the City; and

l) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 PROFESSIONAL SERVICES/CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Contract are within the scopes of practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Section 287.055 of the Florida Statutes applies to this Contract.

6.0 GENERAL CONSIDERATIONS

6.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and must be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Contract in whole or in part. The City acknowledges that such documents are not intended or represented to be suitable for use by the City or others for purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk without liability or legal exposure to the Consultant.

6.2 The Consultant will provide expert witnesses, if required by the City, to testify in connection with any suit at law. A supplemental agreement will be negotiated between the City and the Consultant describing the services desired and will provide a basis for compensation to the Consultant.

6.3 Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in any documents provided.

6.4 The Consultant agrees not to engage the services of any person or persons in the employ of the City to an allied capacity, on either a full or part-time basis, on the date of the signing of this Agreement, or during its term.

6.5 Key personnel assigned to City projects by the Consultant may not be removed from the projects until alternate personnel acceptable to the City are approved in writing by the City. Key personnel are identified as: Project Manager and technical experts.

6.6 The Consultant shall attach a brief status report on the project(s) with each request for payment.

6.7 The Consultant warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and

employees are duly registered as professional engineers in the State of Florida. The Consultant recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the Consultant is working for the residents of the City of Treasure Island, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the Consultant shall in all of its relationships with the City pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.0 COMPENSATION

7.1 The Consultant will be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of Consultant's invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit "B". The amount of compensation paid to the Consultant will in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the City to the Consultant will be limited to the extent set forth in section 112.061 of the Florida Statutes.

7.2 Except as may be addressed in the initiating Work Authorization, the compensation for services will be invoiced by the Consultant and paid by the City once each month. Such invoices will be due and payable upon receipt.

7.3 The Consultant agrees to allow full and open inspection of payroll records and expenditures in connection with hourly rate and cost plus fixed fee work assignments upon request of the City. Recognizing that the City is a public entity, the Consultant shall provide all of the necessary documents and records to the City, and to any independent auditor of the City upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the City paying said compensation and expenses.

7.4 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forgo use of Consultant for any project which may fall within the Scope of Services listed in this Agreement.

8.0 REPRESENTATIONS

8.1 **CITY REPRESENTATIONS:** The City conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in

accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). The request for qualifications (RFQ 26-003) (the RFQ) was publicly advertised on October 20, 2025. Statements of Qualifications (SOQs) were received by the deadline, including the Consultant's SOQ. The SOQs were publicly opened on December 15, 2025. An Evaluation Committee met publicly and reached consensus on the shortlist ranking. The City certified the short-listed firms, which included the Consultant, as qualified and authorized negotiation of the Agreement at a public meeting. The City has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the Consultant for the performance of professional consulting services.

8.2 CONSULTANT REPRESENTATIONS: The Consultant submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the City, with the knowledge that the City is relying on the proposal as an inducement for entering into this Agreement. The Consultant acknowledges that the City also relied upon the Consultant's representations identified in this Agreement as an inducement for entering into this Agreement.

The Consultant is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this Agreement and the professional qualifications of the Consultant was material inducement for the City to enter into this Agreement with the Consultant.

The Consultant, in representing the City, shall promote the best interest of the City and assume towards the City a responsible professional relationship consistent with mutual confidence and fair dealing between Consultant and the City.

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that is has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. Consultant represents that it has complied with the provision of section 287.055(6) of the Florida Statutes.

The Consultant currently has no potential or actual conflict of interest with respect to providing professional services to the City. The Consultant agrees to notify the City in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the City. The Consultant agrees that it will not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The Consultant acknowledges that the City, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the Consultant acknowledges that the City often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the Consultant pursuant to any duly executed Work Authorization will be in conformance with any and all grant or funding agreements.

9.0 PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

10.0 REMEDIES

Should the Consultant violate or breach any term of the Agreement, the City may take any administrative, contractual, or legal remedies available to it at law. Notwithstanding any other provision of this Agreement, the City may terminate the Agreement immediately upon any such violation or breach. This provision supplements any other remedies provided for in the Agreement. In the event of conflict, this provision governs.

11.0 TERMINATION FOR CAUSE

The City may terminate this Agreement with cause at any time immediately upon written notice to Consultant if: (a) Consultant fails to fulfill or abide by any of the terms or conditions specified in this Agreement; (b) Consultant fails to perform in the manner called for in this Agreement or as directed by the City; or (c) Consultant does not provide services in accordance with the requirements of the specifications in this Agreement or any Work Authorization. In its sole discretion, the City may allow Consultant an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to Consultant shall state the time period in which cure is permitted and other appropriate conditions, if applicable. This provision supplements any other termination provisions provided for in the Agreement. In the event of conflict, this provision governs.

12.0 TERMINATION FOR CONVENIENCE

Either the City or the Consultant may terminate the Agreement at any time by giving written

notice to the other of such termination and specifying the effective date of such termination at least thirty (30) days before said termination date. If the Agreement is terminated by the City as provided in this Paragraph, the Consultant will be paid for services rendered through the date of termination.

13.0 PAYMENT WHEN SERVICES ARE TERMINATED

In the event of termination of this Agreement by the City, and not due to the fault of the Consultant, the City will compensate the Consultant for all authorized services performed prior to the effective date of termination.

In the event of termination of this Agreement due to the fault of the Consultant, or at the written request of the Consultant, the City will compensate the Consultant for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments will be subject to an offset for any damages incurred by the City resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the City in the event of breach by the Consultant.

14.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment. This Agreement will be administered and interpreted under the laws of the State of Florida.

15.0 INDEPENDENT CONSULTANT

Nothing contained in this Agreement shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained in this Agreement, not any act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts. Consultant shall employ personnel as necessary and proper to carry out the terms and conditions of this Agreement. Consultant acknowledges and agrees that such personnel shall not (i) be considered City employees; (ii) have any authority to act as the City's agent; or (iii) receive any payment or benefit directly from the City.

16.0 INSURANCE

The Consultant shall maintain such insurance as specified in in General Conditions, Paragraph 38 - Insurance Requirements, of RFQ 26-003 to protect the City from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under

this Agreement. Certificates of such insurance must be provided to the City prior to the City issuing a Purchase Order or Work Authorization to the Consultant and will also be subject to its approval for adequacy of protection. The City must be named as an additional insured under all policies.

17.0 PROFESSIONAL LIABILITY

The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting services for the City pursuant to this Agreement or any particular Work Authorization will be liable in accordance with section 471.023(3) of the Florida Statutes.

18.0 INDEMNIFICATION

18.1 To the greatest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the Consultant, any sub-consultant or any other person or organization employed or utilized by Consultant to perform or furnish any of the services required under this Agreement, or anyone for whose acts any of them may be liable. This indemnity will include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification also includes claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public record violations incident to providing the services required under this Agreement. It is specifically understood and agreed that this indemnification provision does not cover or indemnify the City for its own negligence. This Indemnification provision will survive completion or termination of this Agreement.

18.2 Nothing in this Agreement will be interpreted as a waiver by the City of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28 of the Florida Statutes or any other statutes, and the City expressly reserves these rights to the fullest extent allowed by law. This provision will survive completion or termination of this Agreement.

19.0 PUBLIC RECORDS

The Consultant acknowledges that the portion of its books and records related to its contracting activities with the City may become subject to inspection and copying under the Florida Public Records Act. The Consultant agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The Consultant agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Consultant, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Consultant agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Consultant shall promptly provide the City with a copy of any request to inspect or copy public records that Consultant receives and a copy of the Consultant's response to each request. The Consultant understands and agrees that failure to provide access to the public records will be a material breach of the Agreement, its amendments, and Work Authorizations.

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

CITY CLERK, CITY OF TREASURE ISLAND
10451 GULF BOULEVARD
TREASURE ISLAND, FLORIDA 33706
PHONE: (727)-547-4575
FAX: (727)-547-4582
CITYCLERK@MYTREASUREISLAND.ORG

20.0 MISCELLANEOUS TERMS

20.1 Assignment. The City and the Consultant each bind themselves and their successors, legal representatives and assigns to the other party to this Agreement and to the partners,

successors, legal representatives and assigns of each other party, in respect to all covenants of this Agreement. The Consultant shall not assign or transfer its interest in this Agreement without written consent of the City.

20.2 Administration. The City authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the City and to make all managerial decisions on behalf of the City as they relate to the provisions of this Agreement. The City Manager will have the authority to transmit instructions, receive information, interpret and define the policy of the City and decisions pertinent to services covered by this Agreement. The City Manager has the right from time to time to designate such other employee of the City as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

20.3 Litigation. The services must be performed by the Consultant to the reasonable satisfaction of the City and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services under this Agreement and the character, quality, amount and value, which cannot be settled by mutual agreement of the Parties will be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement will be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above laying of venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Agreement.

20.4 Inspector General. The Consultant and any sub-consultants understand and will comply with section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to that section.

20.5 Notices. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. Mail, return receipt requested addressed to the following:

If to the City:
City of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33706
Attn: City Manager

If to Contractor:
Chen Moore and Associates, Inc.
450 Carillon Parkway, Suite 210
St. Petersburg, FL 33716
Attn: G. Benjamin Lehr

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

20.6 Conflict. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

20.7 Interpretation. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Agreement's contents and agree that this Agreement will not be construed more strongly against any party, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

20.8 Consideration. Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged under this Agreement, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

20.9 Authority. The Parties represent and warrant that each is authorized to enter into this Agreement without consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective party to the terms hereof.

20.10 Amendment. This Agreement may not be amended or modified except in writing, executed by the Parties.

20.11 Compliance with All Laws. The Consultant, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and City, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

20.12 Attorney's 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 will pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorneys' fees, as may be set by the Court.

20.13 No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third Parties, including but not limited to the general public constituents or citizens of the City, nor shall it be construed as enforceable by any third Parties.

20.14 Entire Agreement. This Agreement embodies the entire Agreement of the City and the Consultant. There are no promises, terms, conditions or allegations other than those contained in this Agreement, and this document will supersede all previous communications, representations, and/or agreements whether written or verbal between the Parties to this Agreement. In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Contract, the Parties specifically agree and understand that any such purchase order, memorandum, letter, or other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions, contained, whether printed or written, will in no way modify the covenants, terms, and provisions of this Agreement.

20.15 Waiver. Failure to insist upon strict compliance with any terms, covenants or conditions of the Agreement will not be deemed a waiver of such, nor will any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach. Any waiver, alteration or modification of any of the provisions of the Agreement,

or cancellation or replacement of this Agreement, will not be valid unless in writing and signed by the Parties.

20.16 Right to Suspend. The City reserves the right to suspend the rights granted to the Consultant under this Agreement immediately upon verbal or written notice if the City determines, in its sole and absolute discretion, that suspension is necessary to protect the public health, safety, or welfare. The suspension shall remain in effect until the City provides verbal or written notice that it has been lifted.

20.17 Non-Discrimination. Consultant shall not discriminate against anyone because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information, or other protected category.

20.18 Scrutinized Companies. By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Consultant certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) it does not have Business operations or is engaged in business in Cuba or Syria, and (e) it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the City may terminate this Agreement immediately for cause if: (1) Consultant is found to have submitted a false certification regarding (a) – (e) above in accordance with section 287.135(5), Florida Statutes, (2) Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is or has been engaged in Business operations in Cuba or Syria or a Boycott of Israel, or (3) Consultant is found to have been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran. Such termination shall be in addition to any and all remedies available to the City at law or in equity. The terms "Boycott of Israel" and "Business operations" used in this section are defined as in Section 287.135, Florida Statutes. The Lists referred to in this section are those Lists in and maintained pursuant to section 287.135, Florida Statutes.

20.19 No Affiliation with Foreign Countries of Concern. Pursuant to section 286.101, Florida Statutes, Consultant shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 ore more and such interest existed at any time or such contract or grant or gift was received or in force at any time during

the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Consultant's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Consultant represents that within one (1) year before proposing any contract to the City, Consultant provided a copy of such disclosure to the Florida Department of Financial Services.

20.20 E-Verify. Consultant shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Agreement. Consultant shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Consultant. Consultant may not enter into a contract with a subcontractor to perform work under this Agreement unless and until the subcontractor registers with and uses the E-Verify system. If Consultant enters into a contract with a subcontractor to perform work under this Agreement, Consultant must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant must maintain copies of all such affidavits for the duration of this Agreement. The City may terminate this Agreement for cause if the City determines that Consultant or Consultant's subcontractor has not complied with any applicable provision of sections 448.09 or 448.95, Florida Statutes, as may be amended. The City will terminate this Agreement for cause if the City has a good faith belief that the Consultant has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the City has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but the City determines that the Consultant otherwise complied with section 448.09(1), Florida Statutes, as may be amended, the City will notify the Consultant as such, and the Consultant must immediately terminate Consultant's contract with said subcontractor. If this Agreement is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this Agreement and may not be considered as such; (b) Consultant may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated; and, (c) Consultant is liable for any additional costs incurred by the City as a result of the termination of the Agreement.

20.21 No Issuance of Identification Documents. Consultant agrees that Consultant does not and will not, nor will it allow a subcontractor to, use any funds from the City for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.

20.22 Equal Opportunity Employer. The Consultant is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Consultant will further ensure that all subcontractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

20.23 Electronic Signatures. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

20.24 Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

20.25 Computation of Time. Any reference in this Agreement to time periods shall by computed by calendar days unless otherwise specified. In the computation thereof, any time period which ends on a Saturday, Sunday, or legal holiday shall extend to 5:00 p.m. of the next business day. The computations stated in this paragraph shall only apply to time periods referenced in this Agreement and shall not apply to any deadlines for which a date certain is provided.

20.26 Headings and Section References. The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

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IN WITNESS WHEREOF, the City and Consultant have made and executed this Agreement on the date and year first above written.

WITNESSES:

Signature

Joel Ramos
Printed Name

CONSULTANT

Chen Moore and Associates Inc
Company Name

Signature

President
Title

Peter Moore
Printed Name

CITY OF TREASURE ISLAND, FLORIDA

City Clerk

Mayor

Approved as to form and sufficiency:

City Attorney

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Chen Moore & Associates

Discipline: Civil

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal Engineer	$117.19	$ 375.00	$ 386.25	$ 397.84	$ 409.77	$ 422.07	$ 434.73
Senior Engineer	$92.19	$ 295.00	$ 303.85	$ 312.97	$ 322.35	$ 332.03	$ 341.99
Senior Project Manager	$90.63	$ 290.00	$ 298.70	$ 307.66	$ 316.89	$ 326.40	$ 336.19
Project Engineer	$71.88	$ 230.00	$ 236.90	$ 244.01	$ 251.33	$ 258.87	$ 266.63
Associate Engineer	$46.88	$ 150.00	$ 154.50	$ 159.14	$ 163.91	$ 168.83	$ 173.89
Engineer	$40.63	$ 130.00	$ 133.90	$ 137.92	$ 142.05	$ 146.32	$ 150.71
Principal Landscape Architect	$85.94	$ 275.00	$ 283.25	$ 291.75	$ 300.50	$ 309.51	$ 318.80
Senior Landscape Architect	$65.63	$ 210.00	$ 216.30	$ 222.79	$ 229.47	$ 236.36	$ 243.45
Project Landscape Architect	$48.44	$ 155.00	$ 159.65	$ 164.44	$ 169.37	$ 174.45	$ 179.69
Senior Landscape Designer	$ 43.75	$ 140.00	$ 144.20	$ 148.53	$ 152.98	$ 157.57	$ 162.30
Landscape Designer	$ 37.50	$ 120.00	$ 123.60	$ 127.31	$ 131.13	$ 135.06	$ 139.11
Principal Planner	$ 79.69	$ 255.00	$ 262.65	$ 270.53	$ 278.65	$ 287.00	$ 295.61
Senior Planner	$ 50.00	$ 160.00	$ 164.80	$ 169.74	$ 174.84	$ 180.08	$ 185.48
Project Planner	$ 39.06	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
Associate Planner	$ 29.69	$ 95.00	$ 97.85	$ 100.79	$ 103.81	$ 106.92	$ 110.13
Senior Environmental Scientist	$ 54.69	$ 175.00	$ 180.25	$ 185.66	$ 191.23	$ 196.96	$ 202.87
Project Environmental Scientist	$ 40.63	$ 130.00	$ 133.90	$ 137.92	$ 142.05	$ 146.32	$ 150.71
Senior Designer	$ 54.69	$ 175.00	$ 180.25	$ 185.66	$ 191.23	$ 196.96	$ 202.87
Designer	$ 43.75	$ 140.00	$ 144.20	$ 148.53	$ 152.98	$ 157.57	$ 162.30
Senior Technician	$ 37.50	$ 120.00	$ 123.60	$ 127.31	$ 131.13	$ 135.06	$ 139.11
Technician	$ 32.81	$ 105.00	$ 108.15	$ 111.39	$ 114.74	$ 118.18	$ 121.72
Senior Construction Specialist	$ 50.00	$ 160.00	$ 164.80	$ 169.74	$ 174.84	$ 180.08	$ 185.48
Construction Specialist	$ 43.75	$ 140.00	$ 144.20	$ 148.53	$ 152.98	$ 157.57	$ 162.30
Administrative Staff	$ 28.13	$ 90.00	$ 92.70	$ 95.48	$ 98.35	$ 101.30	$ 104.33
Intern	$ 20.31	$ 65.00	$ 66.95	$ 68.96	$ 71.03	$ 73.16	$ 75.35

Overhead/Fringe multiplier:** 3.20



Signature

Director of Transportation

Title

G. Benjamin Lehr, PE

Printed Name

02/02/2026

Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.

** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Arehna Engineering, Inc.(Geotechnical - see attached for add'l unit pricing)

Discipline: Civil

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal Engineer	$80.00	$ 248.00	$ 255.44	$ 263.10	$ 271.00	$ 279.13	$ 287.50
Chief Engineer	$68.00	$ 210.80	$ 217.12	$ 223.64	$ 230.35	$ 237.26	$ 244.37
Senior Engineer	$75.00	$ 232.50	$ 239.48	$ 246.66	$ 254.06	$ 261.68	$ 269.53
Engineer	$57.00	$ 176.70	$ 182.00	$ 187.46	$ 193.08	$ 198.88	$ 204.84
Professional Geologist	$45.00	$ 139.50	$ 143.69	$ 148.00	$ 152.44	$ 157.01	$ 161.72
Engineering Intern	$36.06	$ 111.78	$ 115.14	$ 118.59	$ 122.15	$ 125.81	$ 129.59
CADD/Computer Technician	$35.00	$ 108.50	$ 111.76	$ 115.11	$ 118.56	$ 122.12	$ 125.78
Senior Inspector	$36.00	$ 111.60	$ 114.95	$ 118.40	$ 121.95	$ 125.61	$ 129.37
Senior Engineering Technician	$34.00	$ 105.40	$ 108.56	$ 111.82	$ 115.17	$ 118.63	$ 122.19
Inspector	$ 27.00	$ 83.70	$ 86.21	$ 88.80	$ 91.46	$ 94.21	$ 97.03
Engineering Technician	$ 23.00	$ 71.30	$ 73.44	$ 75.64	$ 77.91	$ 80.25	$ 82.66
Technical Secretary	$ 27.00	$ 83.70	$ 86.21	$ 88.80	$ 91.46	$ 94.21	$ 97.03
Secretary/Clerical	$ 23.00	$ 71.30	$ 73.44	$ 75.64	$ 77.91	$ 80.25	$ 82.66
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Overhead/Fringe multiplier:** 3.10

Jessica McRory

Signature

President

Title

Jessica McRory

Printed Name

2/2/2026

Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.

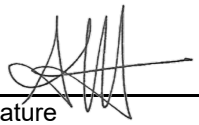
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Brizaga (Public Involvement)
Discipline: Civil

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal	$85.94	$ 275.00	$ 283.25	$ 291.75	$ 300.50	$ 309.51	$ 318.80
Director	$75.00	$ 240.00	$ 247.20	$ 254.62	$ 262.25	$ 270.12	$ 278.23
Project Manager	$62.50	$ 200.00	$ 206.00	$ 212.18	$ 218.55	$ 225.10	$ 231.85
Senior Scientist	$51.56	$ 165.00	$ 169.95	$ 175.05	$ 180.30	$ 185.71	$ 191.28
Project Engineer	$51.56	$ 165.00	$ 169.95	$ 175.05	$ 180.30	$ 185.71	$ 191.28
Staff Scientist III	$51.56	$ 165.00	$ 169.95	$ 175.05	$ 180.30	$ 185.71	$ 191.28
Outreach Director	$51.56	$ 165.00	$ 169.95	$ 175.05	$ 180.30	$ 185.71	$ 191.28
Outreach Manager	$45.31	$ 145.00	$ 149.35	$ 153.83	$ 158.45	$ 163.20	$ 168.09
Senior Coordinator	$45.31	$ 145.00	$ 149.35	$ 153.83	$ 158.45	$ 163.20	$ 168.09
Staff Scientist II	$ 43.75	$ 140.00	$ 144.20	$ 148.53	$ 152.98	$ 157.57	$ 162.30
Staff Scientist	$ 39.06	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
Coordinator	$ 39.06	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
Junior Engineer	$ 39.06	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
CADD/Designer	$ 32.81	$ 105.00	$ 108.15	$ 111.39	$ 114.74	$ 118.18	$ 121.72
Graphic Designer	$ 32.81	$ 105.00	$ 108.15	$ 111.39	$ 114.74	$ 118.18	$ 121.72
Senior Associate	$ 29.22	$ 93.50	$ 96.31	$ 99.19	$ 102.17	$ 105.24	$ 108.39
Associate	$ 25.78	$ 82.50	$ 84.98	$ 87.52	$ 90.15	$ 92.85	$ 95.64
Administrative Assistant	$ 25.78	$ 82.50	$ 84.98	$ 87.52	$ 90.15	$ 92.85	$ 95.64
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Overhead/Fringe multiplier:** 3.20



Signature

Principal
Title

Alec Bogdanoff
Printed Name

02/02/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Kisinger Campo & Associates (Structural)

Discipline: Civil

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Project Manager	$96.90	$ 310.07	$ 319.37	$ 328.95	$ 338.82	$ 348.99	$ 359.46
Chief Engineer	$102.83	$ 329.06	$ 338.93	$ 349.10	$ 359.57	$ 370.36	$ 381.47
Senior Engineer	$90.02	$ 288.06	$ 296.70	$ 305.60	$ 314.77	$ 324.21	$ 333.94
Engineer 2	$70.77	$ 226.45	$ 233.24	$ 240.24	$ 247.45	$ 254.87	$ 262.52
Engineer 1	$55.98	$ 179.12	$ 184.49	$ 190.03	$ 195.73	$ 201.60	$ 207.65
Engineering Intern	$42.39	$ 135.64	$ 139.71	$ 143.90	$ 148.22	$ 152.66	$ 157.24
Senior Designer	$55.76	$ 178.42	$ 183.77	$ 189.29	$ 194.96	$ 200.81	$ 206.84
Senior Engineering Technician	$40.77	$ 130.46	$ 134.37	$ 138.41	$ 142.56	$ 146.83	$ 151.24
Engineering Technician	$32.60	$ 104.33	$ 107.46	$ 110.68	$ 114.00	$ 117.42	$ 120.95
Chief Scientist	$ 82.16	$ 262.91	$ 270.80	$ 278.92	$ 287.29	$ 295.91	$ 304.78
Senior Environmental Specialist	$ 63.91	$ 204.52	$ 210.66	$ 216.98	$ 223.48	$ 230.19	$ 237.09
Environmental Specialist	$ 36.38	$ 116.41	$ 119.90	$ 123.50	$ 127.20	$ 131.02	$ 134.95
Scientist	$ 33.17	$ 106.14	$ 109.32	$ 112.60	$ 115.98	$ 119.46	$ 123.05
Gis Specialist	$ 51.16	$ 163.71	$ 168.62	$ 173.68	$ 178.89	$ 184.26	$ 189.78
Graphic Designer	$ 43.66	$ 139.71	$ 143.90	$ 148.22	$ 152.66	$ 157.24	$ 161.96
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Overhead/Fringe multiplier:** 3.20

Signature

CEO/President
Title

Paul G. Foley, P.E.
Printed Name

February 2, 2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: ECHO UES, Inc.(Surveying)

Discipline: Civil

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Survey/SUE Project Manager	$65.57	$ 209.81	$ 216.10	$ 222.59	$ 229.27	$ 236.14	$ 243.23
Professional Surveyor & Mapper	$51.92	$ 166.13	$ 171.11	$ 176.25	$ 181.53	$ 186.98	$ 192.59
Survey CADD Technician	$33.35	$ 106.73	$ 109.93	$ 113.23	$ 116.63	$ 120.13	$ 123.73
Utility Coordinator	$37.99	$ 121.58	$ 125.23	$ 128.98	$ 132.85	$ 136.84	$ 140.94
Clerical/Administrative	$29.56	$ 94.59	$ 97.43	$ 100.35	$ 103.36	$ 106.46	$ 109.66
Survey Field Crew	$73.17	$ 234.14	$ 241.16	$ 248.40	$ 255.85	$ 263.53	$ 271.43
SUE Designating/Locating Field C	$73.38	$ 234.83	$ 241.87	$ 249.13	$ 256.61	$ 264.30	$ 272.23
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Overhead/Fringe multiplier:** 3.20

Signature

Senior Vice President
Title

Michael Patterson
Printed Name

02/02/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Cummins Cederburg, Inc.(Coastal)

Discipline: Civil

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal	$118.75	$ 380.00	$ 391.40	$ 403.14	$ 415.24	$ 427.69	$ 440.52
Associate Principal	$103.13	$ 330.00	$ 339.90	$ 350.10	$ 360.60	$ 371.42	$ 382.56
Senior Director	$92.50	$ 296.00	$ 304.88	$ 314.03	$ 323.45	$ 333.15	$ 343.15
Project Director	$86.25	$ 276.00	$ 284.28	$ 292.81	$ 301.59	$ 310.64	$ 319.96
Senior Project Manager	$78.13	$ 250.00	$ 257.50	$ 265.23	$ 273.18	$ 281.38	$ 289.82
Project Manager	$70.00	$ 224.00	$ 230.72	$ 237.64	$ 244.77	$ 252.11	$ 259.68
Chief Scientist	$81.25	$ 260.00	$ 267.80	$ 275.83	$ 284.11	$ 292.63	$ 301.41
Senior Scientist	$70.00	$ 224.00	$ 230.72	$ 237.64	$ 244.77	$ 252.11	$ 259.68
Project Scientist	$56.88	$ 182.00	$ 187.46	$ 193.08	$ 198.88	$ 204.84	$ 210.99
Associate Scientist II	$ 50.31	$ 161.00	$ 165.83	$ 170.80	$ 175.93	$ 181.21	$ 186.64
Associate Scientist I	$ 42.19	$ 135.00	$ 139.05	$ 143.22	$ 147.52	$ 151.94	$ 156.50
Chief Engineer	$ 92.50	$ 296.00	$ 304.88	$ 314.03	$ 323.45	$ 333.15	$ 343.15
Senior Engineer	$ 81.25	$ 260.00	$ 267.80	$ 275.83	$ 284.11	$ 292.63	$ 301.41
Project Engineer	$ 68.13	$ 218.00	$ 224.54	$ 231.28	$ 238.21	$ 245.36	$ 252.72
Associate Engineer II	$ 60.00	$ 192.00	$ 197.76	$ 203.69	$ 209.80	$ 216.10	$ 222.58
Associate Engineer I	$ 50.31	$ 161.00	$ 165.83	$ 170.80	$ 175.93	$ 181.21	$ 186.64
Senior Designer	$ 56.88	$ 182.00	$ 187.46	$ 193.08	$ 198.88	$ 204.84	$ 210.99
Designer	$ 45.63	$ 146.00	$ 150.38	$ 154.89	$ 159.54	$ 164.32	$ 169.25
Senior GIS Specialist	$ 58.44	$ 187.00	$ 192.61	$ 198.39	$ 204.34	$ 210.47	$ 216.78
GIS Specialist	$ 43.75	$ 140.00	$ 144.20	$ 148.53	$ 152.98	$ 157.57	$ 162.30
Technician	$ 30.94	$ 99.00	$ 101.97	$ 105.03	$ 108.18	$ 111.43	$ 114.77
Clerical	$ 27.50	$ 88.00	$ 90.64	$ 93.36	$ 96.16	$ 99.04	$ 102.02
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Overhead/Fringe multiplier:** 3.20

Signature

Associate Principal

Title

Jenna N. Phillips

Printed Name

2/3/2026

Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.

** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Chen Moore & Associates (Civil Prime)

Discipline: Structural

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal Engineer	$ 117.19	$ 375.00	$ 386.25	$ 397.84	$ 409.77	$ 422.07	$ 434.73
Senior Engineer	$ 92.19	$ 295.00	$ 303.85	$ 312.97	$ 322.35	$ 332.03	$ 341.99
Senior Project Manager	$ 90.63	$ 290.00	$ 298.70	$ 307.66	$ 316.89	$ 326.40	$ 336.19
Project Engineer	$ 71.88	$ 230.00	$ 236.90	$ 244.01	$ 251.33	$ 258.87	$ 266.63
Associate Engineer	$ 46.88	$ 150.00	$ 154.50	$ 159.14	$ 163.91	$ 168.83	$ 173.89
Engineer	$ 40.63	$ 130.00	$ 133.90	$ 137.92	$ 142.05	$ 146.32	$ 150.71
Principal Landscape Architect	$ 85.94	$ 275.00	$ 283.25	$ 291.75	$ 300.50	$ 309.51	$ 318.80
Senior Landscape Architect	$ 65.63	$ 210.00	$ 216.30	$ 222.79	$ 229.47	$ 236.36	$ 243.45
Project Landscape Architect	$ 48.44	$ 155.00	$ 159.65	$ 164.44	$ 169.37	$ 174.45	$ 179.69
Senior Landscape Designer	$ 43.75	$ 140.00	$ 144.20	$ 148.53	$ 152.98	$ 157.57	$ 162.30
Landscape Designer	$ 37.50	$ 120.00	$ 123.60	$ 127.31	$ 131.13	$ 135.06	$ 139.11
Principal Planner	$ 79.69	$ 255.00	$ 262.65	$ 270.53	$ 278.65	$ 287.00	$ 295.61
Senior Planner	$ 50.00	$ 160.00	$ 164.80	$ 169.74	$ 174.84	$ 180.08	$ 185.48
Project Planner	$ 39.06	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
Associate Planner	$ 29.69	$ 95.00	$ 97.85	$ 100.79	$ 103.81	$ 106.92	$ 110.13
Senior Environmental Scientist	$ 54.69	$ 175.00	$ 180.25	$ 185.66	$ 191.23	$ 196.96	$ 202.87
Project Environmental Scientist	$ 40.63	$ 130.00	$ 133.90	$ 137.92	$ 142.05	$ 146.32	$ 150.71
Senior Designer	$ 62.50	$ 200.00	$ 206.00	$ 212.18	$ 218.55	$ 225.10	$ 231.85
Designer	$ 43.75	$ 140.00	$ 144.20	$ 148.53	$ 152.98	$ 157.57	$ 162.30
Senior Technician	$ 37.50	$ 120.00	$ 123.60	$ 127.31	$ 131.13	$ 135.06	$ 139.11
Technician	$ 32.81	$ 105.00	$ 108.15	$ 111.39	$ 114.74	$ 118.18	$ 121.72
Senior Construction Specialist	$ 50.00	$ 160.00	$ 164.80	$ 169.74	$ 174.84	$ 180.08	$ 185.48
Construction Specialist	$ 43.75	$ 140.00	$ 144.20	$ 148.53	$ 152.98	$ 157.57	$ 162.30
Administrative Staff	$ 46.88	$ 150.00	$ 154.50	$ 159.14	$ 163.91	$ 168.83	$ 173.89
Intern	$ 21.88	$ 70.00	$ 72.10	$ 74.26	$ 76.49	$ 78.79	$ 81.15

Overhead/Fringe multiplier:** 3.20

Signature

Director of Transportation
Title

G. Benjamin Lehr, PE
Printed Name

02/02/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Kisinger Campo & Associates (Structural)
Discipline: Structural

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Project Manager	$ 96.90	$ 310.07	$ 319.37	$ 328.95	$ 338.82	$ 348.99	$ 359.46
Chief Engineer	$ 102.83	$ 329.06	$ 338.93	$ 349.10	$ 359.57	$ 370.36	$ 381.47
Senior Engineer	$ 90.02	$ 288.06	$ 296.70	$ 305.60	$ 314.77	$ 324.21	$ 333.94
Engineer 2	$ 70.77	$ 226.45	$ 233.24	$ 240.24	$ 247.45	$ 254.87	$ 262.52
Engineer 1	$ 55.98	$ 179.12	$ 184.49	$ 190.03	$ 195.73	$ 201.60	$ 207.65
Engineering Intern	$ 42.39	$ 135.64	$ 139.71	$ 143.90	$ 148.22	$ 152.66	$ 157.24
Senior Designer	$ 55.76	$ 178.42	$ 183.77	$ 189.29	$ 194.96	$ 200.81	$ 206.84
Senior Engineering Technician	$ 40.77	$ 130.46	$ 134.37	$ 138.41	$ 142.56	$ 146.83	$ 151.24
Engineering Technician	$ 32.60	$ 104.33	$ 107.46	$ 110.68	$ 114.00	$ 117.42	$ 120.95
Chief Scientist	$ 82.16	$ 262.91	$ 270.80	$ 278.92	$ 287.29	$ 295.91	$ 304.78
Senior Environmental Specialist	$ 63.91	$ 204.52	$ 210.66	$ 216.98	$ 223.48	$ 230.19	$ 237.09
Environmental Specialist	$ 36.38	$ 116.41	$ 119.90	$ 123.50	$ 127.20	$ 131.02	$ 134.95
Scientist	$ 33.17	$ 106.14	$ 109.32	$ 112.60	$ 115.98	$ 119.46	$ 123.05
Gis Specialist	$ 51.16	$ 163.71	$ 168.62	$ 173.68	$ 178.89	$ 184.26	$ 189.78
Graphic Designer	$ 43.66	$ 139.71	$ 143.90	$ 148.22	$ 152.66	$ 157.24	$ 161.96
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Overhead/Fringe multiplier:** 3.20

Signature

CEO/President
Title

Paul G. Foley, P.E.
Printed Name

February 2, 2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: ECHO UES, Inc.(Surveying)

Discipline: Structural

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Survey/SUE Project Manager	$ 65.57	$ 209.81	$ 216.10	$ 222.59	$ 229.27	$ 236.14	$ 243.23
Professional Surveyor & Mapper	$ 51.92	$ 166.13	$ 171.11	$ 176.25	$ 181.53	$ 186.98	$ 192.59
Survey CADD Technician	$ 33.35	$ 106.73	$ 109.93	$ 113.23	$ 116.63	$ 120.13	$ 123.73
Utility Coordinator	$ 37.99	$ 121.58	$ 125.23	$ 128.98	$ 132.85	$ 136.84	$ 140.94
Clerical/Administrative	$ 29.56	$ 94.59	$ 97.43	$ 100.35	$ 103.36	$ 106.46	$ 109.66
Survey Field Crew	$ 73.17	$ 234.14	$ 241.16	$ 248.40	$ 255.85	$ 263.53	$ 271.43
SUE Designating/Locating Field C	$ 73.38	$ 234.83	$ 241.87	$ 249.13	$ 256.61	$ 264.30	$ 272.23
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Overhead/Fringe multiplier:** 3.20

Signature

Senior Vice President
Title

Michael Patterson
Printed Name

02/02/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Arehna Engineering, Inc.(Geotechnical - see attached for add'l unit pricing)

Discipline: Structural

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal Engineer	$ 80.00	$ 248.00	$ 255.44	$ 263.10	$ 271.00	$ 279.13	$ 287.50
Chief Engineer	$ 68.00	$ 210.80	$ 217.12	$ 223.64	$ 230.35	$ 237.26	$ 244.37
Senior Engineer	$ 75.00	$ 232.50	$ 239.48	$ 246.66	$ 254.06	$ 261.68	$ 269.53
Engineer	$ 57.00	$ 176.70	$ 182.00	$ 187.46	$ 193.08	$ 198.88	$ 204.84
Professional Geologist	$ 45.00	$ 139.50	$ 143.69	$ 148.00	$ 152.44	$ 157.01	$ 161.72
Engineering Intern	$ 36.06	$ 111.78	$ 115.14	$ 118.59	$ 122.15	$ 125.81	$ 129.59
CADD/Computer Technician	$ 35.00	$ 108.50	$ 111.76	$ 115.11	$ 118.56	$ 122.12	$ 125.78
Senior Inspector	$ 36.00	$ 111.60	$ 114.95	$ 118.40	$ 121.95	$ 125.61	$ 129.37
Senior Engineering Technician	$ 34.00	$ 105.40	$ 108.56	$ 111.82	$ 115.17	$ 118.63	$ 122.19
Inspector	$ 27.00	$ 83.70	$ 86.21	$ 88.80	$ 91.46	$ 94.21	$ 97.03
Engineering Technician	$ 23.00	$ 71.30	$ 73.44	$ 75.64	$ 77.91	$ 80.25	$ 82.66
Technical Secretary	$ 27.00	$ 83.70	$ 86.21	$ 88.80	$ 91.46	$ 94.21	$ 97.03
Secretary/Clerical	$ 23.00	$ 71.30	$ 73.44	$ 75.64	$ 77.91	$ 80.25	$ 82.66
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Overhead/Fringe multiplier:** 3.10

Jessica McRory

Signature

President

Title

Jessica McRory

Printed Name

2/2/2026

Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.

** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Chen Moore & Associates

Discipline: Electrical

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal Engineer	$ 117.19	$ 375.00	$ 386.25	$ 397.84	$ 409.77	$ 422.07	$ 434.73
Senior Engineer	$ 90.63	$ 290.00	$ 298.70	$ 307.66	$ 316.89	$ 326.40	$ 336.19
Senior Project Manager	$ 93.75	$ 300.00	$ 309.00	$ 318.27	$ 327.82	$ 337.65	$ 347.78
Project Engineer	$ 71.88	$ 230.00	$ 236.90	$ 244.01	$ 251.33	$ 258.87	$ 266.63
Associate Engineer	$ 46.88	$ 150.00	$ 154.50	$ 159.14	$ 163.91	$ 168.83	$ 173.89
Engineer	$ 40.63	$ 130.00	$ 133.90	$ 137.92	$ 142.05	$ 146.32	$ 150.71
Principal Landscape Architect	$ 85.94	$ 275.00	$ 283.25	$ 291.75	$ 300.50	$ 309.51	$ 318.80
Senior Landscape Architect	$ 65.63	$ 210.00	$ 216.30	$ 222.79	$ 229.47	$ 236.36	$ 243.45
Project Landscape Architect	$ 48.44	$ 155.00	$ 159.65	$ 164.44	$ 169.37	$ 174.45	$ 179.69
Senior Landscape Designer	$ 43.75	$ 140.00	$ 144.20	$ 148.53	$ 152.98	$ 157.57	$ 162.30
Landscape Designer	$ 37.50	$ 120.00	$ 123.60	$ 127.31	$ 131.13	$ 135.06	$ 139.11
Principal Planner	$ 79.69	$ 255.00	$ 262.65	$ 270.53	$ 278.65	$ 287.00	$ 295.61
Senior Planner	$ 50.00	$ 160.00	$ 164.80	$ 169.74	$ 174.84	$ 180.08	$ 185.48
Project Planner	$ 39.06	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
Associate Planner	$ 29.69	$ 95.00	$ 97.85	$ 100.79	$ 103.81	$ 106.92	$ 110.13
Senior Environmental Scientist	$ 54.69	$ 175.00	$ 180.25	$ 185.66	$ 191.23	$ 196.96	$ 202.87
Project Environmental Scientist	$ 40.63	$ 130.00	$ 133.90	$ 137.92	$ 142.05	$ 146.32	$ 150.71
Senior Designer	$ 54.69	$ 175.00	$ 180.25	$ 185.66	$ 191.23	$ 196.96	$ 202.87
Designer	$ 43.75	$ 140.00	$ 144.20	$ 148.53	$ 152.98	$ 157.57	$ 162.30
Senior Technician	$ 37.50	$ 120.00	$ 123.60	$ 127.31	$ 131.13	$ 135.06	$ 139.11
Technician	$ 32.81	$ 105.00	$ 108.15	$ 111.39	$ 114.74	$ 118.18	$ 121.72
Senior Construction Specialist	$ 50.00	$ 160.00	$ 164.80	$ 169.74	$ 174.84	$ 180.08	$ 185.48
Construction Specialist	$ 43.75	$ 140.00	$ 144.20	$ 148.53	$ 152.98	$ 157.57	$ 162.30
Administrative Staff	$ 28.13	$ 90.00	$ 92.70	$ 95.48	$ 98.35	$ 101.30	$ 104.33
Intern	$ 20.31	$ 65.00	$ 66.95	$ 68.96	$ 71.03	$ 73.16	$ 75.35

Overhead/Fringe multiplier:** 3.20



Signature

Director of Transportation

Title

G. Benjamin Lehr, PE

Printed Name

02/02/2026

Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.

** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: ECHO UES, Inc.(Surveying)

Discipline: Electrical

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Survey/SUE Project Manager	$ 65.57	$ 209.81	$ 216.10	$ 222.59	$ 229.27	$ 236.14	$ 243.23
Professional Surveyor & Mapper	$ 51.92	$ 166.13	$ 171.11	$ 176.25	$ 181.53	$ 186.98	$ 192.59
Survey CADD Technician	$ 33.35	$ 106.73	$ 109.93	$ 113.23	$ 116.63	$ 120.13	$ 123.73
Utility Coordinator	$ 37.99	$ 121.58	$ 125.23	$ 128.98	$ 132.85	$ 136.84	$ 140.94
Clerical/Administrative	$ 29.56	$ 94.59	$ 97.43	$ 100.35	$ 103.36	$ 106.46	$ 109.66
Survey Field Crew	$ 73.17	$ 234.14	$ 241.16	$ 248.40	$ 255.85	$ 263.53	$ 271.43
SUE Designating/Locating Field C	$ 73.38	$ 234.83	$ 241.87	$ 249.13	$ 256.61	$ 264.30	$ 272.23
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Overhead/Fringe multiplier:** 3.20

Signature

Senior Vice President
Title

Michael Patterson
Printed Name

02/02/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Arehna Engineering, Inc.(Geotechnical - see attached for add'l unit pricing)

Discipline: Electrical

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal Engineer	$ 80.00	$ 248.00	$ 255.44	$ 263.10	$ 271.00	$ 279.13	$ 287.50
Chief Engineer	$ 68.00	$ 210.80	$ 217.12	$ 223.64	$ 230.35	$ 237.26	$ 244.37
Senior Engineer	$ 75.00	$ 232.50	$ 239.48	$ 246.66	$ 254.06	$ 261.68	$ 269.53
Engineer	$ 57.00	$ 176.70	$ 182.00	$ 187.46	$ 193.08	$ 198.88	$ 204.84
Professional Geologist	$ 45.00	$ 139.50	$ 143.69	$ 148.00	$ 152.44	$ 157.01	$ 161.72
Engineering Intern	$ 36.06	$ 111.78	$ 115.14	$ 118.59	$ 122.15	$ 125.81	$ 129.59
CADD/Computer Technician	$ 35.00	$ 108.50	$ 111.76	$ 115.11	$ 118.56	$ 122.12	$ 125.78
Senior Inspector	$ 36.00	$ 111.60	$ 114.95	$ 118.40	$ 121.95	$ 125.61	$ 129.37
Senior Engineering Technician	$ 34.00	$ 105.40	$ 108.56	$ 111.82	$ 115.17	$ 118.63	$ 122.19
Inspector	$ 27.00	$ 83.70	$ 86.21	$ 88.80	$ 91.46	$ 94.21	$ 97.03
Engineering Technician	$ 23.00	$ 71.30	$ 73.44	$ 75.64	$ 77.91	$ 80.25	$ 82.66
Technical Secretary	$ 27.00	$ 83.70	$ 86.21	$ 88.80	$ 91.46	$ 94.21	$ 97.03
Secretary/Clerical	$ 23.00	$ 71.30	$ 73.44	$ 75.64	$ 77.91	$ 80.25	$ 82.66
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Overhead/Fringe multiplier:** 3.10

Signature

President
Title

Jessica McRory
Printed Name

2/2/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Chen Moore & Associates (Transportation)
Discipline: Transportation

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal Engineer	$ 117.19	$ 375.00	$ 386.25	$ 397.84	$ 409.77	$ 422.07	$ 434.73
Senior Engineer	$ 90.63	$ 290.00	$ 298.70	$ 307.66	$ 316.89	$ 326.40	$ 336.19
Senior Project Manager	$ 93.75	$ 300.00	$ 309.00	$ 318.27	$ 327.82	$ 337.65	$ 347.78
Project Engineer	$ 71.88	$ 230.00	$ 236.90	$ 244.01	$ 251.33	$ 258.87	$ 266.63
Associate Engineer	$ 46.88	$ 150.00	$ 154.50	$ 159.14	$ 163.91	$ 168.83	$ 173.89
Engineer	$ 40.63	$ 130.00	$ 133.90	$ 137.92	$ 142.05	$ 146.32	$ 150.71
Principal Landscape Architect	$ 85.94	$ 275.00	$ 283.25	$ 291.75	$ 300.50	$ 309.51	$ 318.80
Senior Landscape Architect	$ 65.63	$ 210.00	$ 216.30	$ 222.79	$ 229.47	$ 236.36	$ 243.45
Project Landscape Architect	$ 48.44	$ 155.00	$ 159.65	$ 164.44	$ 169.37	$ 174.45	$ 179.69
Senior Landscape Designer	$ 43.75	$ 140.00	$ 144.20	$ 148.53	$ 152.98	$ 157.57	$ 162.30
Landscape Designer	$ 37.50	$ 120.00	$ 123.60	$ 127.31	$ 131.13	$ 135.06	$ 139.11
Principal Planner	$ 79.69	$ 255.00	$ 262.65	$ 270.53	$ 278.65	$ 287.00	$ 295.61
Senior Planner	$ 50.00	$ 160.00	$ 164.80	$ 169.74	$ 174.84	$ 180.08	$ 185.48
Project Planner	$ 39.06	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
Associate Planner	$ 29.69	$ 95.00	$ 97.85	$ 100.79	$ 103.81	$ 106.92	$ 110.13
Senior Environmental Scientist	$ 54.69	$ 175.00	$ 180.25	$ 185.66	$ 191.23	$ 196.96	$ 202.87
Project Environmental Scientist	$ 40.63	$ 130.00	$ 133.90	$ 137.92	$ 142.05	$ 146.32	$ 150.71
Senior Designer	$ 54.69	$ 175.00	$ 180.25	$ 185.66	$ 191.23	$ 196.96	$ 202.87
Designer	$ 43.75	$ 140.00	$ 144.20	$ 148.53	$ 152.98	$ 157.57	$ 162.30
Senior Technician	$ 37.50	$ 120.00	$ 123.60	$ 127.31	$ 131.13	$ 135.06	$ 139.11
Technician	$ 32.81	$ 105.00	$ 108.15	$ 111.39	$ 114.74	$ 118.18	$ 121.72
Senior Construction Specialist	$ 50.00	$ 160.00	$ 164.80	$ 169.74	$ 174.84	$ 180.08	$ 185.48
Construction Specialist	$ 43.75	$ 140.00	$ 144.20	$ 148.53	$ 152.98	$ 157.57	$ 162.30
Administrative Staff	$ 28.13	$ 90.00	$ 92.70	$ 95.48	$ 98.35	$ 101.30	$ 104.33
Intern	$ 20.31	$ 65.00	$ 66.95	$ 68.96	$ 71.03	$ 73.16	$ 75.35

Overhead/Fringe multiplier:** 3.20

Signature

Director of Transportation
Title

G. Benjamin Lehr, PE
Printed Name

02/02/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Brizaga (Public Involvement)
Discipline: Transportation

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal	$ 85.94	$ 275.00	$ 283.25	$ 291.75	$ 300.50	$ 309.51	$ 318.80
Director	$ 75.00	$ 240.00	$ 247.20	$ 254.62	$ 262.25	$ 270.12	$ 278.23
Project Manager	$ 62.50	$ 200.00	$ 206.00	$ 212.18	$ 218.55	$ 225.10	$ 231.85
Senior Scientist	$ 51.56	$ 165.00	$ 169.95	$ 175.05	$ 180.30	$ 185.71	$ 191.28
Project Engineer	$ 51.56	$ 165.00	$ 169.95	$ 175.05	$ 180.30	$ 185.71	$ 191.28
Staff Scientist III	$ 51.56	$ 165.00	$ 169.95	$ 175.05	$ 180.30	$ 185.71	$ 191.28
Outreach Director	$ 51.56	$ 165.00	$ 169.95	$ 175.05	$ 180.30	$ 185.71	$ 191.28
Outreach Manager	$ 45.31	$ 145.00	$ 149.35	$ 153.83	$ 158.45	$ 163.20	$ 168.09
Senior Coordinator	$ 45.31	$ 145.00	$ 149.35	$ 153.83	$ 158.45	$ 163.20	$ 168.09
Staff Scientist II	$ 43.75	$ 140.00	$ 144.20	$ 148.53	$ 152.98	$ 157.57	$ 162.30
Staff Scientist	$ 39.06	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
Coordinator	$ 39.06	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
Junior Engineer	$ 39.06	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
CADD/Designer	$ 32.81	$ 105.00	$ 108.15	$ 111.39	$ 114.74	$ 118.18	$ 121.72
Graphic Designer	$ 32.81	$ 105.00	$ 108.15	$ 111.39	$ 114.74	$ 118.18	$ 121.72
Senior Associate	$ 29.22	$ 93.50	$ 96.31	$ 99.19	$ 102.17	$ 105.24	$ 108.39
Associate	$ 25.78	$ 82.50	$ 84.98	$ 87.52	$ 90.15	$ 92.85	$ 95.64
Administrative Assistant	$ 25.78	$ 82.50	$ 84.98	$ 87.52	$ 90.15	$ 92.85	$ 95.64
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Overhead/Fringe multiplier:** 3.20

Signature

Principal
Title

Alec Bogdanoff
Printed Name

02/02/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: ECHO UES, Inc.(Surveying)

Discipline: Transportation

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Survey/SUE Project Manager	$ 65.57	$ 209.81	$ 216.10	$ 222.59	$ 229.27	$ 236.14	$ 243.23
Professional Surveyor & Mapper	$ 51.92	$ 166.13	$ 171.11	$ 176.25	$ 181.53	$ 186.98	$ 192.59
Survey CADD Technician	$ 33.35	$ 106.73	$ 109.93	$ 113.23	$ 116.63	$ 120.13	$ 123.73
Utility Coordinator	$ 37.99	$ 121.58	$ 125.23	$ 128.98	$ 132.85	$ 136.84	$ 140.94
Clerical/Administrative	$ 29.56	$ 94.59	$ 97.43	$ 100.35	$ 103.36	$ 106.46	$ 109.66
Survey Field Crew	$ 73.17	$ 234.14	$ 241.16	$ 248.40	$ 255.85	$ 263.53	$ 271.43
SUE Designating/Locating Field C	$ 73.38	$ 234.83	$ 241.87	$ 249.13	$ 256.61	$ 264.30	$ 272.23
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Overhead/Fringe multiplier:** 3.20

Signature

Senior Vice President
Title

Michael Patterson
Printed Name

02/02/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Kisinger Campo & Associates (Structural)

Discipline: Transportation

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Project Manager	$ 96.90	$ 310.07	$ 319.37	$ 328.95	$ 338.82	$ 348.99	$ 359.46
Chief Engineer	$ 102.83	$ 329.06	$ 338.93	$ 349.10	$ 359.57	$ 370.36	$ 381.47
Senior Engineer	$ 90.02	$ 288.06	$ 296.70	$ 305.60	$ 314.77	$ 324.21	$ 333.94
Engineer 2	$ 70.77	$ 226.45	$ 233.24	$ 240.24	$ 247.45	$ 254.87	$ 262.52
Engineer 1	$ 55.98	$ 179.12	$ 184.49	$ 190.03	$ 195.73	$ 201.60	$ 207.65
Engineering Intern	$ 42.39	$ 135.64	$ 139.71	$ 143.90	$ 148.22	$ 152.66	$ 157.24
Senior Designer	$ 55.76	$ 178.42	$ 183.77	$ 189.29	$ 194.96	$ 200.81	$ 206.84
Senior Engineering Technician	$ 40.77	$ 130.46	$ 134.37	$ 138.41	$ 142.56	$ 146.83	$ 151.24
Engineering Technician	$ 32.60	$ 104.33	$ 107.46	$ 110.68	$ 114.00	$ 117.42	$ 120.95
Chief Scientist	$ 82.16	$ 262.91	$ 270.80	$ 278.92	$ 287.29	$ 295.91	$ 304.78
Senior Environmental Specialist	$ 63.91	$ 204.52	$ 210.66	$ 216.98	$ 223.48	$ 230.19	$ 237.09
Environmental Specialist	$ 36.38	$ 116.41	$ 119.90	$ 123.50	$ 127.20	$ 131.02	$ 134.95
Scientist	$ 33.17	$ 106.14	$ 109.32	$ 112.60	$ 115.98	$ 119.46	$ 123.05
Gis Specialist	$ 51.16	$ 163.71	$ 168.62	$ 173.68	$ 178.89	$ 184.26	$ 189.78
Graphic Designer	$ 43.66	$ 139.71	$ 143.90	$ 148.22	$ 152.66	$ 157.24	$ 161.96
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Overhead/Fringe multiplier:** 3.20

Signature

CEO/President
Title

Paul G. Foley, P.E.
Printed Name

February 2, 2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Cummins Cederburg, Inc.(Coastal)

Discipline: Transportation

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal	$ 118.75	$ 380.00	$ 391.40	$ 403.14	$ 415.24	$ 427.69	$ 440.52
Associate Principal	$ 103.13	$ 330.00	$ 339.90	$ 350.10	$ 360.60	$ 371.42	$ 382.56
Senior Director	$ 92.50	$ 296.00	$ 304.88	$ 314.03	$ 323.45	$ 333.15	$ 343.15
Project Director	$ 86.25	$ 276.00	$ 284.28	$ 292.81	$ 301.59	$ 310.64	$ 319.96
Senior Project Manager	$ 78.13	$ 250.00	$ 257.50	$ 265.23	$ 273.18	$ 281.38	$ 289.82
Project Manager	$ 70.00	$ 224.00	$ 230.72	$ 237.64	$ 244.77	$ 252.11	$ 259.68
Chief Scientist	$ 81.25	$ 260.00	$ 267.80	$ 275.83	$ 284.11	$ 292.63	$ 301.41
Senior Scientist	$ 70.00	$ 224.00	$ 230.72	$ 237.64	$ 244.77	$ 252.11	$ 259.68
Project Scientist	$ 56.88	$ 182.00	$ 187.46	$ 193.08	$ 198.88	$ 204.84	$ 210.99
Associate Scientist II	$ 50.31	$ 161.00	$ 165.83	$ 170.80	$ 175.93	$ 181.21	$ 186.64
Associate Scientist I	$ 42.19	$ 135.00	$ 139.05	$ 143.22	$ 147.52	$ 151.94	$ 156.50
Chief Engineer	$ 92.50	$ 296.00	$ 304.88	$ 314.03	$ 323.45	$ 333.15	$ 343.15
Senior Engineer	$ 81.25	$ 260.00	$ 267.80	$ 275.83	$ 284.11	$ 292.63	$ 301.41
Project Engineer	$ 68.13	$ 218.00	$ 224.54	$ 231.28	$ 238.21	$ 245.36	$ 252.72
Associate Engineer II	$ 60.00	$ 192.00	$ 197.76	$ 203.69	$ 209.80	$ 216.10	$ 222.58
Associate Engineer I	$ 50.31	$ 161.00	$ 165.83	$ 170.80	$ 175.93	$ 181.21	$ 186.64
Senior Designer	$ 56.88	$ 182.00	$ 187.46	$ 193.08	$ 198.88	$ 204.84	$ 210.99
Designer	$ 45.63	$ 146.00	$ 150.38	$ 154.89	$ 159.54	$ 164.32	$ 169.25
Senior GIS Specialist	$ 58.44	$ 187.00	$ 192.61	$ 198.39	$ 204.34	$ 210.47	$ 216.78
GIS Specialist	$ 43.75	$ 140.00	$ 144.20	$ 148.53	$ 152.98	$ 157.57	$ 162.30
Technician	$ 30.94	$ 99.00	$ 101.97	$ 105.03	$ 108.18	$ 111.43	$ 114.77
Clerical	$ 27.50	$ 88.00	$ 90.64	$ 93.36	$ 96.16	$ 99.04	$ 102.02
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Overhead/Fringe multiplier:** 3.20

Signature

Associate Principal

Title

Jenna N. Phillips

Printed Name

2/3/2026

Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.

** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Arehna Engineering, Inc.(Geotechnical - see attached for add'l unit pricing)

Discipline: Transportation

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal Engineer	$ 80.00	$ 248.00	$ 255.44	$ 263.10	$ 271.00	$ 279.13	$ 287.50
Chief Engineer	$ 68.00	$ 210.80	$ 217.12	$ 223.64	$ 230.35	$ 237.26	$ 244.37
Senior Engineer	$ 75.00	$ 232.50	$ 239.48	$ 246.66	$ 254.06	$ 261.68	$ 269.53
Engineer	$ 57.00	$ 176.70	$ 182.00	$ 187.46	$ 193.08	$ 198.88	$ 204.84
Professional Geologist	$ 45.00	$ 139.50	$ 143.69	$ 148.00	$ 152.44	$ 157.01	$ 161.72
Engineering Intern	$ 36.06	$ 111.78	$ 115.14	$ 118.59	$ 122.15	$ 125.81	$ 129.59
CADD/Computer Technician	$ 35.00	$ 108.50	$ 111.76	$ 115.11	$ 118.56	$ 122.12	$ 125.78
Senior Inspector	$ 36.00	$ 111.60	$ 114.95	$ 118.40	$ 121.95	$ 125.61	$ 129.37
Senior Engineering Technician	$ 34.00	$ 105.40	$ 108.56	$ 111.82	$ 115.17	$ 118.63	$ 122.19
Inspector	$ 27.00	$ 83.70	$ 86.21	$ 88.80	$ 91.46	$ 94.21	$ 97.03
Engineering Technician	$ 23.00	$ 71.30	$ 73.44	$ 75.64	$ 77.91	$ 80.25	$ 82.66
Technical Secretary	$ 27.00	$ 83.70	$ 86.21	$ 88.80	$ 91.46	$ 94.21	$ 97.03
Secretary/Clerical	$ 23.00	$ 71.30	$ 73.44	$ 75.64	$ 77.91	$ 80.25	$ 82.66
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Overhead/Fringe multiplier:** 3.10

Jessica McRory

Signature

President

Title

Jessica McRory

Printed Name

2/2/2026

Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.

** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Chen Moore & Associates (Civil Prime)

Discipline: Environmental

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal Engineer	$ 117.19	$ 375.00	$ 386.25	$ 397.84	$ 409.77	$ 422.07	$ 434.73
Senior Engineer	$ 92.19	$ 295.00	$ 303.85	$ 312.97	$ 322.35	$ 332.03	$ 341.99
Senior Project Manager	$ 90.63	$ 290.00	$ 298.70	$ 307.66	$ 316.89	$ 326.40	$ 336.19
Project Engineer	$ 71.88	$ 230.00	$ 236.90	$ 244.01	$ 251.33	$ 258.87	$ 266.63
Associate Engineer	$ 46.88	$ 150.00	$ 154.50	$ 159.14	$ 163.91	$ 168.83	$ 173.89
Engineer	$ 40.63	$ 130.00	$ 133.90	$ 137.92	$ 142.05	$ 146.32	$ 150.71
Principal Landscape Architect	$ 85.94	$ 275.00	$ 283.25	$ 291.75	$ 300.50	$ 309.51	$ 318.80
Senior Landscape Architect	$ 65.63	$ 210.00	$ 216.30	$ 222.79	$ 229.47	$ 236.36	$ 243.45
Project Landscape Architect	$ 48.44	$ 155.00	$ 159.65	$ 164.44	$ 169.37	$ 174.45	$ 179.69
Senior Landscape Designer	$ 43.75	$ 140.00	$ 144.20	$ 148.53	$ 152.98	$ 157.57	$ 162.30
Landscape Designer	$ 37.50	$ 120.00	$ 123.60	$ 127.31	$ 131.13	$ 135.06	$ 139.11
Principal Planner	$ 79.69	$ 255.00	$ 262.65	$ 270.53	$ 278.65	$ 287.00	$ 295.61
Senior Planner	$ 50.00	$ 160.00	$ 164.80	$ 169.74	$ 174.84	$ 180.08	$ 185.48
Project Planner	$ 39.06	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
Associate Planner	$ 29.69	$ 95.00	$ 97.85	$ 100.79	$ 103.81	$ 106.92	$ 110.13
Senior Environmental Scientist	$ 54.69	$ 175.00	$ 180.25	$ 185.66	$ 191.23	$ 196.96	$ 202.87
Project Environmental Scientist	$ 40.63	$ 130.00	$ 133.90	$ 137.92	$ 142.05	$ 146.32	$ 150.71
Senior Designer	$ 54.69	$ 175.00	$ 180.25	$ 185.66	$ 191.23	$ 196.96	$ 202.87
Designer	$ 43.75	$ 140.00	$ 144.20	$ 148.53	$ 152.98	$ 157.57	$ 162.30
Senior Technician	$ 37.50	$ 120.00	$ 123.60	$ 127.31	$ 131.13	$ 135.06	$ 139.11
Technician	$ 32.81	$ 105.00	$ 108.15	$ 111.39	$ 114.74	$ 118.18	$ 121.72
Senior Construction Specialist	$ 50.00	$ 160.00	$ 164.80	$ 169.74	$ 174.84	$ 180.08	$ 185.48
Construction Specialist	$ 43.75	$ 140.00	$ 144.20	$ 148.53	$ 152.98	$ 157.57	$ 162.30
Administrative Staff	$ 28.13	$ 90.00	$ 92.70	$ 95.48	$ 98.35	$ 101.30	$ 104.33
Intern	$ 20.31	$ 65.00	$ 66.95	$ 68.96	$ 71.03	$ 73.16	$ 75.35

Overhead/Fringe multiplier:** 3.20

Signature

Director of Transportation
Title

G. Benjamin Lehr, PE
Printed Name

02/02/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: ECHO UES, Inc.(Surveying)

Discipline: Environmental

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Survey/SUE Project Manager	$ 65.57	$ 209.81	$ 216.10	$ 222.59	$ 229.27	$ 236.14	$ 243.23
Professional Surveyor & Mapper	$ 51.92	$ 166.13	$ 171.11	$ 176.25	$ 181.53	$ 186.98	$ 192.59
Survey CADD Technician	$ 33.35	$ 106.73	$ 109.93	$ 113.23	$ 116.63	$ 120.13	$ 123.73
Utility Coordinator	$ 37.99	$ 121.58	$ 125.23	$ 128.98	$ 132.85	$ 136.84	$ 140.94
Clerical/Administrative	$ 29.56	$ 94.59	$ 97.43	$ 100.35	$ 103.36	$ 106.46	$ 109.66
Survey Field Crew	$ 73.17	$ 234.14	$ 241.16	$ 248.40	$ 255.85	$ 263.53	$ 271.43
SUE Designating/Locating Field C	$ 73.38	$ 234.83	$ 241.87	$ 249.13	$ 256.61	$ 264.30	$ 272.23
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Overhead/Fringe multiplier:** 3.20

Signature

Senior Vice President
Title

Michael Patterson
Printed Name

02/02/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Cummins Cederburg, Inc.(Coastal)

Discipline: Environmental

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal	$ 118.75	$ 380.00	$ 391.40	$ 403.14	$ 415.24	$ 427.69	$ 440.52
Associate Principal	$ 103.13	$ 330.00	$ 339.90	$ 350.10	$ 360.60	$ 371.42	$ 382.56
Senior Director	$ 92.50	$ 296.00	$ 304.88	$ 314.03	$ 323.45	$ 333.15	$ 343.15
Project Director	$ 86.25	$ 276.00	$ 284.28	$ 292.81	$ 301.59	$ 310.64	$ 319.96
Senior Project Manager	$ 78.13	$ 250.00	$ 257.50	$ 265.23	$ 273.18	$ 281.38	$ 289.82
Project Manager	$ 70.00	$ 224.00	$ 230.72	$ 237.64	$ 244.77	$ 252.11	$ 259.68
Chief Scientist	$ 81.25	$ 260.00	$ 267.80	$ 275.83	$ 284.11	$ 292.63	$ 301.41
Senior Scientist	$ 70.00	$ 224.00	$ 230.72	$ 237.64	$ 244.77	$ 252.11	$ 259.68
Project Scientist	$ 56.88	$ 182.00	$ 187.46	$ 193.08	$ 198.88	$ 204.84	$ 210.99
Associate Scientist II	$ 50.31	$ 161.00	$ 165.83	$ 170.80	$ 175.93	$ 181.21	$ 186.64
Associate Scientist I	$ 42.19	$ 135.00	$ 139.05	$ 143.22	$ 147.52	$ 151.94	$ 156.50
Chief Engineer	$ 92.50	$ 296.00	$ 304.88	$ 314.03	$ 323.45	$ 333.15	$ 343.15
Senior Engineer	$ 81.25	$ 260.00	$ 267.80	$ 275.83	$ 284.11	$ 292.63	$ 301.41
Project Engineer	$ 68.13	$ 218.00	$ 224.54	$ 231.28	$ 238.21	$ 245.36	$ 252.72
Associate Engineer II	$ 60.00	$ 192.00	$ 197.76	$ 203.69	$ 209.80	$ 216.10	$ 222.58
Associate Engineer I	$ 50.31	$ 161.00	$ 165.83	$ 170.80	$ 175.93	$ 181.21	$ 186.64
Senior Designer	$ 56.88	$ 182.00	$ 187.46	$ 193.08	$ 198.88	$ 204.84	$ 210.99
Designer	$ 45.63	$ 146.00	$ 150.38	$ 154.89	$ 159.54	$ 164.32	$ 169.25
Senior GIS Specialist	$ 58.44	$ 187.00	$ 192.61	$ 198.39	$ 204.34	$ 210.47	$ 216.78
GIS Specialist	$ 43.75	$ 140.00	$ 144.20	$ 148.53	$ 152.98	$ 157.57	$ 162.30
Technician	$ 30.94	$ 99.00	$ 101.97	$ 105.03	$ 108.18	$ 111.43	$ 114.77
Clerical	$ 27.50	$ 88.00	$ 90.64	$ 93.36	$ 96.16	$ 99.04	$ 102.02
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Overhead/Fringe multiplier:** 3.20

Signature

Associate Principal

Title

Jenna N. Phillips

Printed Name

2/3/2026

Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.

** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Arehna Engineering, Inc.(Geotechnical - see attached for add'l unit pricing)

Discipline: Environmental

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal Engineer	$ 80.00	$ 248.00	$ 255.44	$ 263.10	$ 271.00	$ 279.13	$ 287.50
Chief Engineer	$ 68.00	$ 210.80	$ 217.12	$ 223.64	$ 230.35	$ 237.26	$ 244.37
Senior Engineer	$ 75.00	$ 232.50	$ 239.48	$ 246.66	$ 254.06	$ 261.68	$ 269.53
Engineer	$ 57.00	$ 176.70	$ 182.00	$ 187.46	$ 193.08	$ 198.88	$ 204.84
Professional Geologist	$ 45.00	$ 139.50	$ 143.69	$ 148.00	$ 152.44	$ 157.01	$ 161.72
Engineering Intern	$ 36.06	$ 111.78	$ 115.14	$ 118.59	$ 122.15	$ 125.81	$ 129.59
CADD/Computer Technician	$ 35.00	$ 108.50	$ 111.76	$ 115.11	$ 118.56	$ 122.12	$ 125.78
Senior Inspector	$ 36.00	$ 111.60	$ 114.95	$ 118.40	$ 121.95	$ 125.61	$ 129.37
Senior Engineering Technician	$ 34.00	$ 105.40	$ 108.56	$ 111.82	$ 115.17	$ 118.63	$ 122.19
Inspector	$ 27.00	$ 83.70	$ 86.21	$ 88.80	$ 91.46	$ 94.21	$ 97.03
Engineering Technician	$ 23.00	$ 71.30	$ 73.44	$ 75.64	$ 77.91	$ 80.25	$ 82.66
Technical Secretary	$ 27.00	$ 83.70	$ 86.21	$ 88.80	$ 91.46	$ 94.21	$ 97.03
Secretary/Clerical	$ 23.00	$ 71.30	$ 73.44	$ 75.64	$ 77.91	$ 80.25	$ 82.66
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Overhead/Fringe multiplier:** 3.10

Jessica McRory

Signature

President

Title

Jessica McRory

Printed Name

2/2/2026

Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.

** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Chen Moore & Associates (Civil Prime)

Discipline: Coastal

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal Engineer	$ 117.19	$ 375.00	$ 386.25	$ 397.84	$ 409.77	$ 422.07	$ 434.73
Senior Engineer	$ 90.63	$ 290.00	$ 298.70	$ 307.66	$ 316.89	$ 326.40	$ 336.19
Senior Project Manager	$ 93.75	$ 300.00	$ 309.00	$ 318.27	$ 327.82	$ 337.65	$ 347.78
Project Engineer	$ 71.88	$ 230.00	$ 236.90	$ 244.01	$ 251.33	$ 258.87	$ 266.63
Associate Engineer	$ 46.88	$ 150.00	$ 154.50	$ 159.14	$ 163.91	$ 168.83	$ 173.89
Engineer	$ 40.63	$ 130.00	$ 133.90	$ 137.92	$ 142.05	$ 146.32	$ 150.71
Principal Landscape Architect	$ 85.94	$ 275.00	$ 283.25	$ 291.75	$ 300.50	$ 309.51	$ 318.80
Senior Landscape Architect	$ 65.63	$ 210.00	$ 216.30	$ 222.79	$ 229.47	$ 236.36	$ 243.45
Project Landscape Architect	$ 48.44	$ 155.00	$ 159.65	$ 164.44	$ 169.37	$ 174.45	$ 179.69
Senior Landscape Designer	$ 43.75	$ 140.00	$ 144.20	$ 148.53	$ 152.98	$ 157.57	$ 162.30
Landscape Designer	$ 37.50	$ 120.00	$ 123.60	$ 127.31	$ 131.13	$ 135.06	$ 139.11
Principal Planner	$ 79.69	$ 255.00	$ 262.65	$ 270.53	$ 278.65	$ 287.00	$ 295.61
Senior Planner	$ 50.00	$ 160.00	$ 164.80	$ 169.74	$ 174.84	$ 180.08	$ 185.48
Project Planner	$ 39.06	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
Associate Planner	$ 29.69	$ 95.00	$ 97.85	$ 100.79	$ 103.81	$ 106.92	$ 110.13
Senior Environmental Scientist	$ 54.69	$ 175.00	$ 180.25	$ 185.66	$ 191.23	$ 196.96	$ 202.87
Project Environmental Scientist	$ 40.63	$ 130.00	$ 133.90	$ 137.92	$ 142.05	$ 146.32	$ 150.71
Senior Designer	$ 54.69	$ 175.00	$ 180.25	$ 185.66	$ 191.23	$ 196.96	$ 202.87
Designer	$ 43.75	$ 140.00	$ 144.20	$ 148.53	$ 152.98	$ 157.57	$ 162.30
Senior Technician	$ 37.50	$ 120.00	$ 123.60	$ 127.31	$ 131.13	$ 135.06	$ 139.11
Technician	$ 32.81	$ 105.00	$ 108.15	$ 111.39	$ 114.74	$ 118.18	$ 121.72
Senior Construction Specialist	$ 50.00	$ 160.00	$ 164.80	$ 169.74	$ 174.84	$ 180.08	$ 185.48
Construction Specialist	$ 43.75	$ 140.00	$ 144.20	$ 148.53	$ 152.98	$ 157.57	$ 162.30
Administrative Staff	$ 28.13	$ 90.00	$ 92.70	$ 95.48	$ 98.35	$ 101.30	$ 104.33
Intern	$ 20.31	$ 65.00	$ 66.95	$ 68.96	$ 71.03	$ 73.16	$ 75.35

Overhead/Fringe multiplier:** 3.20

Signature

Director of Transportation
Title

G. Benjamin Lehr, PE
Printed Name

02/02/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Kisinger Campo & Associates (Structural)
Discipline: Coastal

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Project Manager	$ 96.90	$ 310.07	$ 319.37	$ 328.95	$ 338.82	$ 348.99	$ 359.46
Chief Engineer	$ 102.83	$ 329.06	$ 338.93	$ 349.10	$ 359.57	$ 370.36	$ 381.47
Senior Engineer	$ 90.02	$ 288.06	$ 296.70	$ 305.60	$ 314.77	$ 324.21	$ 333.94
Engineer 2	$ 70.77	$ 226.45	$ 233.24	$ 240.24	$ 247.45	$ 254.87	$ 262.52
Engineer 1	$ 55.98	$ 179.12	$ 184.49	$ 190.03	$ 195.73	$ 201.60	$ 207.65
Engineering Intern	$ 42.39	$ 135.64	$ 139.71	$ 143.90	$ 148.22	$ 152.66	$ 157.24
Senior Designer	$ 55.76	$ 178.42	$ 183.77	$ 189.29	$ 194.96	$ 200.81	$ 206.84
Senior Engineering Technician	$ 40.77	$ 130.46	$ 134.37	$ 138.41	$ 142.56	$ 146.83	$ 151.24
Engineering Technician	$ 32.60	$ 104.33	$ 107.46	$ 110.68	$ 114.00	$ 117.42	$ 120.95
Chief Scientist	$ 82.16	$ 262.91	$ 270.80	$ 278.92	$ 287.29	$ 295.91	$ 304.78
Senior Environmental Specialist	$ 63.91	$ 204.52	$ 210.66	$ 216.98	$ 223.48	$ 230.19	$ 237.09
Environmental Specialist	$ 36.38	$ 116.41	$ 119.90	$ 123.50	$ 127.20	$ 131.02	$ 134.95
Scientist	$ 33.17	$ 106.14	$ 109.32	$ 112.60	$ 115.98	$ 119.46	$ 123.05
Gis Specialist	$ 51.16	$ 163.71	$ 168.62	$ 173.68	$ 178.89	$ 184.26	$ 189.78
Graphic Designer	$ 43.66	$ 139.71	$ 143.90	$ 148.22	$ 152.66	$ 157.24	$ 161.96
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Overhead/Fringe multiplier:** 3.20

Signature

CEO/President
Title

Paul G. Foley, P.E.
Printed Name

February 2, 2026
Date

Notes:

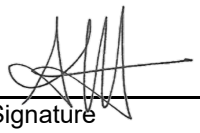
* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Brizaga (Public Involvement)
Discipline: Coastal

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal	$ 85.94	$ 275.00	$ 283.25	$ 291.75	$ 300.50	$ 309.51	$ 318.80
Director	$ 75.00	$ 240.00	$ 247.20	$ 254.62	$ 262.25	$ 270.12	$ 278.23
Project Manager	$ 62.50	$ 200.00	$ 206.00	$ 212.18	$ 218.55	$ 225.10	$ 231.85
Senior Scientist	$ 51.56	$ 165.00	$ 169.95	$ 175.05	$ 180.30	$ 185.71	$ 191.28
Project Engineer	$ 51.56	$ 165.00	$ 169.95	$ 175.05	$ 180.30	$ 185.71	$ 191.28
Staff Scientist III	$ 51.56	$ 165.00	$ 169.95	$ 175.05	$ 180.30	$ 185.71	$ 191.28
Outreach Director	$ 51.56	$ 165.00	$ 169.95	$ 175.05	$ 180.30	$ 185.71	$ 191.28
Outreach Manager	$ 45.31	$ 145.00	$ 149.35	$ 153.83	$ 158.45	$ 163.20	$ 168.09
Senior Coordinator	$ 45.31	$ 145.00	$ 149.35	$ 153.83	$ 158.45	$ 163.20	$ 168.09
Staff Scientist II	$ 43.75	$ 140.00	$ 144.20	$ 148.53	$ 152.98	$ 157.57	$ 162.30
Staff Scientist	$ 39.06	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
Coordinator	$ 39.06	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
Junior Engineer	$ 39.06	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
CADD/Designer	$ 32.81	$ 105.00	$ 108.15	$ 111.39	$ 114.74	$ 118.18	$ 121.72
Graphic Designer	$ 32.81	$ 105.00	$ 108.15	$ 111.39	$ 114.74	$ 118.18	$ 121.72
Senior Associate	$ 29.22	$ 93.50	$ 96.31	$ 99.19	$ 102.17	$ 105.24	$ 108.39
Associate	$ 25.78	$ 82.50	$ 84.98	$ 87.52	$ 90.15	$ 92.85	$ 95.64
Administrative Assistant	$ 25.78	$ 82.50	$ 84.98	$ 87.52	$ 90.15	$ 92.85	$ 95.64
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Overhead/Fringe multiplier:** 3.20



Signature

Principal
Title

Alec Bogdanoff
Printed Name

02/02/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: ECHO UES, Inc.(Surveying)

Discipline: Coastal

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Survey/SUE Project Manager	$ 65.57	$ 209.81	$ 216.10	$ 222.59	$ 229.27	$ 236.14	$ 243.23
Professional Surveyor & Mapper	$ 51.92	$ 166.13	$ 171.11	$ 176.25	$ 181.53	$ 186.98	$ 192.59
Survey CADD Technician	$ 33.35	$ 106.73	$ 109.93	$ 113.23	$ 116.63	$ 120.13	$ 123.73
Utility Coordinator	$ 37.99	$ 121.58	$ 125.23	$ 128.98	$ 132.85	$ 136.84	$ 140.94
Clerical/Administrative	$ 29.56	$ 94.59	$ 97.43	$ 100.35	$ 103.36	$ 106.46	$ 109.66
Survey Field Crew	$ 73.17	$ 234.14	$ 241.16	$ 248.40	$ 255.85	$ 263.53	$ 271.43
SUE Designating/Locating Field C	$ 73.38	$ 234.83	$ 241.87	$ 249.13	$ 256.61	$ 264.30	$ 272.23
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Overhead/Fringe multiplier:** 3.20

Signature

Senior Vice President
Title

Michael Patterson
Printed Name

02/02/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Arehna Engineering, Inc.(Geotechnical - see attached for add'l unit pricing)

Discipline: Coastal

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal Engineer	$ 80.00	$ 248.00	$ 255.44	$ 263.10	$ 271.00	$ 279.13	$ 287.50
Chief Engineer	$ 68.00	$ 210.80	$ 217.12	$ 223.64	$ 230.35	$ 237.26	$ 244.37
Senior Engineer	$ 75.00	$ 232.50	$ 239.48	$ 246.66	$ 254.06	$ 261.68	$ 269.53
Engineer	$ 57.00	$ 176.70	$ 182.00	$ 187.46	$ 193.08	$ 198.88	$ 204.84
Professional Geologist	$ 45.00	$ 139.50	$ 143.69	$ 148.00	$ 152.44	$ 157.01	$ 161.72
Engineering Intern	$ 36.06	$ 111.78	$ 115.14	$ 118.59	$ 122.15	$ 125.81	$ 129.59
CADD/Computer Technician	$ 35.00	$ 108.50	$ 111.76	$ 115.11	$ 118.56	$ 122.12	$ 125.78
Senior Inspector	$ 36.00	$ 111.60	$ 114.95	$ 118.40	$ 121.95	$ 125.61	$ 129.37
Senior Engineering Technician	$ 34.00	$ 105.40	$ 108.56	$ 111.82	$ 115.17	$ 118.63	$ 122.19
Inspector	$ 27.00	$ 83.70	$ 86.21	$ 88.80	$ 91.46	$ 94.21	$ 97.03
Engineering Technician	$ 23.00	$ 71.30	$ 73.44	$ 75.64	$ 77.91	$ 80.25	$ 82.66
Technical Secretary	$ 27.00	$ 83.70	$ 86.21	$ 88.80	$ 91.46	$ 94.21	$ 97.03
Secretary/Clerical	$ 23.00	$ 71.30	$ 73.44	$ 75.64	$ 77.91	$ 80.25	$ 82.66
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Overhead/Fringe multiplier:** 3.10

Jessica McRory

Signature

President

Title

Jessica McRory

Printed Name

2/2/2026

Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.

** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Chen Moore & Associates (Civil Prime)

Discipline: Geotechnical

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal Engineer	$ 117.19	$ 375.00	$ 386.25	$ 397.84	$ 409.77	$ 422.07	$ 434.73
Senior Engineer	$ 90.63	$ 290.00	$ 298.70	$ 307.66	$ 316.89	$ 326.40	$ 336.19
Senior Project Manager	$ 93.75	$ 300.00	$ 309.00	$ 318.27	$ 327.82	$ 337.65	$ 347.78
Project Engineer	$ 71.88	$ 230.00	$ 236.90	$ 244.01	$ 251.33	$ 258.87	$ 266.63
Associate Engineer	$ 46.88	$ 150.00	$ 154.50	$ 159.14	$ 163.91	$ 168.83	$ 173.89
Engineer	$ 40.63	$ 130.00	$ 133.90	$ 137.92	$ 142.05	$ 146.32	$ 150.71
Senior Designer	$ 62.50	$ 200.00	$ 206.00	$ 212.18	$ 218.55	$ 225.10	$ 231.85
Designer	$ 43.75	$ 140.00	$ 144.20	$ 148.53	$ 152.98	$ 157.57	$ 162.30
Senior Technician	$ 37.50	$ 120.00	$ 123.60	$ 127.31	$ 131.13	$ 135.06	$ 139.11
Technician	$ 32.81	$ 105.00	$ 108.15	$ 111.39	$ 114.74	$ 118.18	$ 121.72
Senior Construction Specialist	$ 50.00	$ 160.00	$ 164.80	$ 169.74	$ 174.84	$ 180.08	$ 185.48
Construction Specialist	$ 43.75	$ 140.00	$ 144.20	$ 148.53	$ 152.98	$ 157.57	$ 162.30
Administrative Staff	$ 46.88	$ 150.00	$ 154.50	$ 159.14	$ 163.91	$ 168.83	$ 173.89
Intern	$ 21.88	$ 70.00	$ 72.10	$ 74.26	$ 76.49	$ 78.79	$ 81.15
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Overhead/Fringe multiplier:** 3.20

Signature

Director of Transportation
Title

G. Benjamin Lehr, PE
Printed Name

02/02/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: ECHO UES, Inc.(Surveying)

Discipline: Geotechnical

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Survey/SUE Project Manager	$ 65.57	$ 209.81	$ 216.10	$ 222.59	$ 229.27	$ 236.14	$ 243.23
Professional Surveyor & Mapper	$ 51.92	$ 166.13	$ 171.11	$ 176.25	$ 181.53	$ 186.98	$ 192.59
Survey CADD Technician	$ 33.35	$ 106.73	$ 109.93	$ 113.23	$ 116.63	$ 120.13	$ 123.73
Utility Coordinator	$ 37.99	$ 121.58	$ 125.23	$ 128.98	$ 132.85	$ 136.84	$ 140.94
Clerical/Administrative	$ 29.56	$ 94.59	$ 97.43	$ 100.35	$ 103.36	$ 106.46	$ 109.66
Survey Field Crew	$ 73.17	$ 234.14	$ 241.16	$ 248.40	$ 255.85	$ 263.53	$ 271.43
SUE Designating/Locating Field C	$ 73.38	$ 234.83	$ 241.87	$ 249.13	$ 256.61	$ 264.30	$ 272.23
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Overhead/Fringe multiplier:** 3.20

Signature

Senior Vice President
Title

Michael Patterson
Printed Name

02/02/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Arehna Engineering, Inc.(Geotechnical - See attached for add'l unit pricing)

Discipline: Geotechnical

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal Engineer	$ 80.00	$ 248.00	$ 255.44	$ 263.10	$ 271.00	$ 279.13	$ 287.50
Chief Engineer	$ 68.00	$ 210.80	$ 217.12	$ 223.64	$ 230.35	$ 237.26	$ 244.37
Senior Engineer	$ 75.00	$ 232.50	$ 239.48	$ 246.66	$ 254.06	$ 261.68	$ 269.53
Engineer	$ 57.00	$ 176.70	$ 182.00	$ 187.46	$ 193.08	$ 198.88	$ 204.84
Professional Geologist	$ 45.00	$ 139.50	$ 143.69	$ 148.00	$ 152.44	$ 157.01	$ 161.72
Engineering Intern	$ 36.06	$ 111.78	$ 115.14	$ 118.59	$ 122.15	$ 125.81	$ 129.59
CADD/Computer Technician	$ 35.00	$ 108.50	$ 111.76	$ 115.11	$ 118.56	$ 122.12	$ 125.78
Senior Inspector	$ 36.00	$ 111.60	$ 114.95	$ 118.40	$ 121.95	$ 125.61	$ 129.37
Senior Engineering Technician	$ 34.00	$ 105.40	$ 108.56	$ 111.82	$ 115.17	$ 118.63	$ 122.19
Inspector	$ 27.00	$ 83.70	$ 86.21	$ 88.80	$ 91.46	$ 94.21	$ 97.03
Engineering Technician	$ 23.00	$ 71.30	$ 73.44	$ 75.64	$ 77.91	$ 80.25	$ 82.66
Technical Secretary	$ 27.00	$ 83.70	$ 86.21	$ 88.80	$ 91.46	$ 94.21	$ 97.03
Secretary/Clerical	$ 23.00	$ 71.30	$ 73.44	$ 75.64	$ 77.91	$ 80.25	$ 82.66
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Overhead/Fringe multiplier:** 3.10

Signature

President
Title

Jessica McRory
Printed Name

2/2/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Chen Moore & Associates

Discipline: Landscape Architecture

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal Engineer	$ 117.19	$ 375.00	$ 386.25	$ 397.84	$ 409.77	$ 422.07	$ 434.73
Senior Engineer	$ 90.63	$ 290.00	$ 298.70	$ 307.66	$ 316.89	$ 326.40	$ 336.19
Senior Project Manager	$ 93.75	$ 300.00	$ 309.00	$ 318.27	$ 327.82	$ 337.65	$ 347.78
Project Engineer	$ 71.88	$ 230.00	$ 236.90	$ 244.01	$ 251.33	$ 258.87	$ 266.63
Associate Engineer	$ 46.88	$ 150.00	$ 154.50	$ 159.14	$ 163.91	$ 168.83	$ 173.89
Engineer	$ 40.63	$ 130.00	$ 133.90	$ 137.92	$ 142.05	$ 146.32	$ 150.71
Principal Landscape Architect	$ 85.94	$ 275.00	$ 283.25	$ 291.75	$ 300.50	$ 309.51	$ 318.80
Senior Landscape Architect	$ 65.63	$ 210.00	$ 216.30	$ 222.79	$ 229.47	$ 236.36	$ 243.45
Project Landscape Architect	$ 48.44	$ 155.00	$ 159.65	$ 164.44	$ 169.37	$ 174.45	$ 179.69
Senior Landscape Designer	$ 43.75	$ 140.00	$ 144.20	$ 148.53	$ 152.98	$ 157.57	$ 162.30
Landscape Designer	$ 37.50	$ 120.00	$ 123.60	$ 127.31	$ 131.13	$ 135.06	$ 139.11
Principal Planner	$ 79.69	$ 255.00	$ 262.65	$ 270.53	$ 278.65	$ 287.00	$ 295.61
Senior Planner	$ 50.00	$ 160.00	$ 164.80	$ 169.74	$ 174.84	$ 180.08	$ 185.48
Project Planner	$ 39.06	$ 125.00	$ 128.75	$ 132.61	$ 136.59	$ 140.69	$ 144.91
Associate Planner	$ 29.69	$ 95.00	$ 97.85	$ 100.79	$ 103.81	$ 106.92	$ 110.13
Senior Environmental Scientist	$ 54.69	$ 175.00	$ 180.25	$ 185.66	$ 191.23	$ 196.96	$ 202.87
Project Environmental Scientist	$ 40.63	$ 130.00	$ 133.90	$ 137.92	$ 142.05	$ 146.32	$ 150.71
Senior Designer	$ 54.69	$ 175.00	$ 180.25	$ 185.66	$ 191.23	$ 196.96	$ 202.87
Designer	$ 43.75	$ 140.00	$ 144.20	$ 148.53	$ 152.98	$ 157.57	$ 162.30
Senior Technician	$ 37.50	$ 120.00	$ 123.60	$ 127.31	$ 131.13	$ 135.06	$ 139.11
Technician	$ 32.81	$ 105.00	$ 108.15	$ 111.39	$ 114.74	$ 118.18	$ 121.72
Senior Construction Specialist	$ 50.00	$ 160.00	$ 164.80	$ 169.74	$ 174.84	$ 180.08	$ 185.48
Construction Specialist	$ 43.75	$ 140.00	$ 144.20	$ 148.53	$ 152.98	$ 157.57	$ 162.30
Administrative Staff	$ 28.13	$ 90.00	$ 92.70	$ 95.48	$ 98.35	$ 101.30	$ 104.33
Intern	$ 20.31	$ 65.00	$ 66.95	$ 68.96	$ 71.03	$ 73.16	$ 75.35

Overhead/Fringe multiplier:** 3.20

Signature

Director of Transportation
Title

G. Benjamin Lehr, PE
Printed Name

02/02/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: ECHO UES, Inc.(Surveying)

Discipline: Landscape Architecture

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Survey/SUE Project Manager	$ 65.57	$ 209.81	$ 216.10	$ 222.59	$ 229.27	$ 236.14	$ 243.23
Professional Surveyor & Mapper	$ 51.92	$ 166.13	$ 171.11	$ 176.25	$ 181.53	$ 186.98	$ 192.59
Survey CADD Technician	$ 33.35	$ 106.73	$ 109.93	$ 113.23	$ 116.63	$ 120.13	$ 123.73
Utility Coordinator	$ 37.99	$ 121.58	$ 125.23	$ 128.98	$ 132.85	$ 136.84	$ 140.94
Clerical/Administrative	$ 29.56	$ 94.59	$ 97.43	$ 100.35	$ 103.36	$ 106.46	$ 109.66
Survey Field Crew	$ 73.17	$ 234.14	$ 241.16	$ 248.40	$ 255.85	$ 263.53	$ 271.43
SUE Designating/Locating Field C	$ 73.38	$ 234.83	$ 241.87	$ 249.13	$ 256.61	$ 264.30	$ 272.23
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Overhead/Fringe multiplier:** 3.20

Signature

Senior Vice President
Title

Michael Patterson
Printed Name

02/02/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Arehna Engineering, Inc.(Geotechnical - see attached for add'l unit pricing)

Discipline: Landscape Architecture

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal Engineer	$ 80.00	$ 248.00	$ 255.44	$ 263.10	$ 271.00	$ 279.13	$ 287.50
Chief Engineer	$ 68.00	$ 210.80	$ 217.12	$ 223.64	$ 230.35	$ 237.26	$ 244.37
Senior Engineer	$ 75.00	$ 232.50	$ 239.48	$ 246.66	$ 254.06	$ 261.68	$ 269.53
Engineer	$ 57.00	$ 176.70	$ 182.00	$ 187.46	$ 193.08	$ 198.88	$ 204.84
Professional Geologist	$ 45.00	$ 139.50	$ 143.69	$ 148.00	$ 152.44	$ 157.01	$ 161.72
Engineering Intern	$ 36.06	$ 111.78	$ 115.14	$ 118.59	$ 122.15	$ 125.81	$ 129.59
CADD/Computer Technician	$ 35.00	$ 108.50	$ 111.76	$ 115.11	$ 118.56	$ 122.12	$ 125.78
Senior Inspector	$ 36.00	$ 111.60	$ 114.95	$ 118.40	$ 121.95	$ 125.61	$ 129.37
Senior Engineering Technician	$ 34.00	$ 105.40	$ 108.56	$ 111.82	$ 115.17	$ 118.63	$ 122.19
Inspector	$ 27.00	$ 83.70	$ 86.21	$ 88.80	$ 91.46	$ 94.21	$ 97.03
Engineering Technician	$ 23.00	$ 71.30	$ 73.44	$ 75.64	$ 77.91	$ 80.25	$ 82.66
Technical Secretary	$ 27.00	$ 83.70	$ 86.21	$ 88.80	$ 91.46	$ 94.21	$ 97.03
Secretary/Clerical	$ 23.00	$ 71.30	$ 73.44	$ 75.64	$ 77.91	$ 80.25	$ 82.66
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Overhead/Fringe multiplier:** 3.10

Jessica McRory

Signature

President

Title

Jessica McRory

Printed Name

2/2/2026

Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.

** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Chen Moore & Associates (Civil Prime)

Discipline: Surveying

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal Engineer	$ 117.19	$ 375.00	$ 386.25	$ 397.84	$ 409.77	$ 422.07	$ 434.73
Senior Engineer	$ 90.63	$ 290.00	$ 298.70	$ 307.66	$ 316.89	$ 326.40	$ 336.19
Senior Project Manager	$ 93.75	$ 300.00	$ 309.00	$ 318.27	$ 327.82	$ 337.65	$ 347.78
Project Engineer	$ 71.88	$ 230.00	$ 236.90	$ 244.01	$ 251.33	$ 258.87	$ 266.63
Associate Engineer	$ 46.88	$ 150.00	$ 154.50	$ 159.14	$ 163.91	$ 168.83	$ 173.89
Engineer	$ 40.63	$ 130.00	$ 133.90	$ 137.92	$ 142.05	$ 146.32	$ 150.71
Senior Designer	$ 62.50	$ 200.00	$ 206.00	$ 212.18	$ 218.55	$ 225.10	$ 231.85
Designer	$ 43.75	$ 140.00	$ 144.20	$ 148.53	$ 152.98	$ 157.57	$ 162.30
Senior Technician	$ 37.50	$ 120.00	$ 123.60	$ 127.31	$ 131.13	$ 135.06	$ 139.11
Technician	$ 32.81	$ 105.00	$ 108.15	$ 111.39	$ 114.74	$ 118.18	$ 121.72
Senior Construction Specialist	$ 50.00	$ 160.00	$ 164.80	$ 169.74	$ 174.84	$ 180.08	$ 185.48
Construction Specialist	$ 43.75	$ 140.00	$ 144.20	$ 148.53	$ 152.98	$ 157.57	$ 162.30
Administrative Staff	$ 28.13	$ 90.00	$ 92.70	$ 95.48	$ 98.35	$ 101.30	$ 104.33
Intern	$ 20.31	$ 65.00	$ 66.95	$ 68.96	$ 71.03	$ 73.16	$ 75.35
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Overhead/Fringe multiplier:** 3.20

Signature

Director of Transportation
Title

G. Benjamin Lehr, PE
Printed Name

02/02/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: ECHO UES, Inc.(Surveying)

Discipline: Surveying

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Survey/SUE Project Manager	$ 65.57	$ 209.81	$ 216.10	$ 222.59	$ 229.27	$ 236.14	$ 243.23
Professional Surveyor & Mapper	$ 51.92	$ 166.13	$ 171.11	$ 176.25	$ 181.53	$ 186.98	$ 192.59
Survey CADD Technician	$ 33.35	$ 106.73	$ 109.93	$ 113.23	$ 116.63	$ 120.13	$ 123.73
Utility Coordinator	$ 37.99	$ 121.58	$ 125.23	$ 128.98	$ 132.85	$ 136.84	$ 140.94
Clerical/Administrative	$ 29.56	$ 94.59	$ 97.43	$ 100.35	$ 103.36	$ 106.46	$ 109.66
Survey Field Crew	$ 73.17	$ 234.14	$ 241.16	$ 248.40	$ 255.85	$ 263.53	$ 271.43
SUE Designating/Locating Field C	$ 73.38	$ 234.83	$ 241.87	$ 249.13	$ 256.61	$ 264.30	$ 272.23
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Overhead/Fringe multiplier:** 3.20

Signature

Senior Vice President
Title

Michael Patterson
Printed Name

02/02/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

CONTRACT BETWEEN THE CITY OF TREASURE ISLAND AND
Colliers Engineering & Design, Inc.
PERTAINING TO GENERAL CONSULTING SERVICES RFQ 26-003 AGREEMENT FOR PROFESSIONAL SERVICES -
DISCIPLINE: 1, 2, 3, 4, 5, 6, 7, 10

This Agreement is made and entered into on the 17th day of February, 2026, by and between the City of Treasure Island, Florida (City) and Colliers Engineering & Design, Inc. (Consultant) (collectively the "Parties").

WITNESSETH:

WHEREAS, the City desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement; and

WHEREAS, the City selected the Consultant in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the Consultant in a Statement for Qualifications dated December 15, 2025.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement (also referred to as "Contract") consists of this document including any and all attachments, the Request for Qualifications (RFQ 26-003), required Documents for RFQ 26-003, and Consultant's proposal submitted in response to RFQ 26-003 on or before December 15, 2025, as if all components were set forth in this Agreement verbatim. In the event of a conflict between the terms and conditions provided in this document including the attachments and the RFQ or proposal, the provisions in this document will prevail. No amendment will be effective until and unless reduced to writing and executed by the Parties.

2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of Consultant to the City will be that of a professional consultant, and Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

Consultant has the discretion, subject to the requirement that it perform the services required under this Agreement competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant is fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by the Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, sub-consultants, suppliers, experts, or other persons or organizations retained or utilized by Consultant for the services required under this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the City. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as provided in this agreement contemplated. Furthermore, Consultant is responsible for paying all income and employment taxes, and the City will not be responsible for collecting and paying withholding, FUTA, FICA and any other state or federal taxes.

Consultant shall perform all services in accordance with generally accepted professional standards. Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind must conform to and be in compliance with, and Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.0 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the Consultant to work with and for the City to provide General Consulting Services within discipline(s):
Civil, Structural, Electrical, Transportation, Environmental, Coastal, Geotechnical, Surveying.

3.2 The documents will be prepared in sequence under individual work orders.

3.3 The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind shall conform to and be in compliance with, and the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.4 The Consultant's services under this Agreement will be provided under Work Authorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.

3.5 The Consultant shall maintain an adequate and competent staff of professionally qualified personnel available to the City for the purpose of rendering the required engineering and/or architectural services under this Agreement and must diligently execute the work to meet the completion time established in Work Authorization. The Consultant will not sublet, assign or transfer work under this Agreement to another associated firm, a subcontractor or a sub-consultant without the prior written consent of the City. The Consultant will require all associated firm-type firms, subcontractors and sub-consultants to adhere to the terms of this Agreement and the utilization of any such associated firm-type firm, subcontractor or sub-consultant by the Consultant will not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Agreement or any duly executed work authorizations.

3.6 The City reserves the right to enter into contracts with other consulting firms for similar services. The Consultant will, when directed to do so by the City, coordinate and work with other consulting firms retained by the City.

3.7 At all times during the performance of any of the services required under this Agreement, Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

4.1 There is no guarantee of work under this Agreement. Consultant shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization constitutes written notice to proceed.

4.2 If Consultant's services called for under any Work Authorization are delayed for reasons beyond the Consultant's control, the time of performance will be adjusted as appropriate.

4.3 It is the intent of the Parties that this Agreement continue in force until five (5) years from the date of initiation, with the option of the City to provide up to one two-year extension, subject to the provisions for termination contained in this Agreement. Assignments that are in progress at the Agreement termination date will be completed by the Consultant unless specifically terminated by the City.

4.4 Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.

4.5 If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

4.6 Each Work Authorization may establish the following:

a) A title for the project and/or Work Authorization number;

b) A general description of the purpose of the work;

c) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;

d) The scope items to which a lump sum fee applies and the total compensation that will be paid to the Consultant by the City for completion of the project services;

e) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;

f) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;

g) Description of deliverables;

h) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;

i) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;

j) A designated person to act on the Consultant's behalf on all matters concerning the Work Authorization;

k) The contract manager designated by the City; and

l) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 PROFESSIONAL SERVICES/CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Contract are within the scopes of practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Section 287.055 of the Florida Statutes applies to this Contract.

6.0 GENERAL CONSIDERATIONS

6.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and must be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Contract in whole or in part. The City acknowledges that such documents are not intended or represented to be suitable for use by the City or others for purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk without liability or legal exposure to the Consultant.

6.2 The Consultant will provide expert witnesses, if required by the City, to testify in connection with any suit at law. A supplemental agreement will be negotiated between the City and the Consultant describing the services desired and will provide a basis for compensation to the Consultant.

6.3 Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in any documents provided.

6.4 The Consultant agrees not to engage the services of any person or persons in the employ of the City to an allied capacity, on either a full or part-time basis, on the date of the signing of this Agreement, or during its term.

6.5 Key personnel assigned to City projects by the Consultant may not be removed from the projects until alternate personnel acceptable to the City are approved in writing by the City. Key personnel are identified as: Project Manager and technical experts.

6.6 The Consultant shall attach a brief status report on the project(s) with each request for payment.

6.7 The Consultant warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and

employees are duly registered as professional engineers in the State of Florida. The Consultant recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the Consultant is working for the residents of the City of Treasure Island, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the Consultant shall in all of its relationships with the City pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.0 COMPENSATION

7.1 The Consultant will be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of Consultant's invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit "B". The amount of compensation paid to the Consultant will in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the City to the Consultant will be limited to the extent set forth in section 112.061 of the Florida Statutes.

7.2 Except as may be addressed in the initiating Work Authorization, the compensation for services will be invoiced by the Consultant and paid by the City once each month. Such invoices will be due and payable upon receipt.

7.3 The Consultant agrees to allow full and open inspection of payroll records and expenditures in connection with hourly rate and cost plus fixed fee work assignments upon request of the City. Recognizing that the City is a public entity, the Consultant shall provide all of the necessary documents and records to the City, and to any independent auditor of the City upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the City paying said compensation and expenses.

7.4 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forgo use of Consultant for any project which may fall within the Scope of Services listed in this Agreement.

8.0 REPRESENTATIONS

8.1 **CITY REPRESENTATIONS:** The City conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in

accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). The request for qualifications (RFQ 26-003) (the RFQ) was publicly advertised on October 20, 2025. Statements of Qualifications (SOQs) were received by the deadline, including the Consultant's SOQ. The SOQs were publicly opened on December 15, 2025. An Evaluation Committee met publicly and reached consensus on the shortlist ranking. The City certified the short-listed firms, which included the Consultant, as qualified and authorized negotiation of the Agreement at a public meeting. The City has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the Consultant for the performance of professional consulting services.

8.2 CONSULTANT REPRESENTATIONS: The Consultant submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the City, with the knowledge that the City is relying on the proposal as an inducement for entering into this Agreement. The Consultant acknowledges that the City also relied upon the Consultant's representations identified in this Agreement as an inducement for entering into this Agreement.

The Consultant is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this Agreement and the professional qualifications of the Consultant was material inducement for the City to enter into this Agreement with the Consultant.

The Consultant, in representing the City, shall promote the best interest of the City and assume towards the City a responsible professional relationship consistent with mutual confidence and fair dealing between Consultant and the City.

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that is has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. Consultant represents that it has complied with the provision of section 287.055(6) of the Florida Statutes.

The Consultant currently has no potential or actual conflict of interest with respect to providing professional services to the City. The Consultant agrees to notify the City in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the City. The Consultant agrees that it will not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The Consultant acknowledges that the City, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the Consultant acknowledges that the City often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the Consultant pursuant to any duly executed Work Authorization will be in conformance with any and all grant or funding agreements.

9.0 PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

10.0 REMEDIES

Should the Consultant violate or breach any term of the Agreement, the City may take any administrative, contractual, or legal remedies available to it at law. Notwithstanding any other provision of this Agreement, the City may terminate the Agreement immediately upon any such violation or breach. This provision supplements any other remedies provided for in the Agreement. In the event of conflict, this provision governs.

11.0 TERMINATION FOR CAUSE

The City may terminate this Agreement with cause at any time immediately upon written notice to Consultant if: (a) Consultant fails to fulfill or abide by any of the terms or conditions specified in this Agreement; (b) Consultant fails to perform in the manner called for in this Agreement or as directed by the City; or (c) Consultant does not provide services in accordance with the requirements of the specifications in this Agreement or any Work Authorization. In its sole discretion, the City may allow Consultant an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to Consultant shall state the time period in which cure is permitted and other appropriate conditions, if applicable. This provision supplements any other termination provisions provided for in the Agreement. In the event of conflict, this provision governs.

12.0 TERMINATION FOR CONVENIENCE

Either the City or the Consultant may terminate the Agreement at any time by giving written

notice to the other of such termination and specifying the effective date of such termination at least thirty (30) days before said termination date. If the Agreement is terminated by the City as provided in this Paragraph, the Consultant will be paid for services rendered through the date of termination.

13.0 PAYMENT WHEN SERVICES ARE TERMINATED

In the event of termination of this Agreement by the City, and not due to the fault of the Consultant, the City will compensate the Consultant for all authorized services performed prior to the effective date of termination.

In the event of termination of this Agreement due to the fault of the Consultant, or at the written request of the Consultant, the City will compensate the Consultant for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments will be subject to an offset for any damages incurred by the City resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the City in the event of breach by the Consultant.

14.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment. This Agreement will be administered and interpreted under the laws of the State of Florida.

15.0 INDEPENDENT CONSULTANT

Nothing contained in this Agreement shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained in this Agreement, not any act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts. Consultant shall employ personnel as necessary and proper to carry out the terms and conditions of this Agreement. Consultant acknowledges and agrees that such personnel shall not (i) be considered City employees; (ii) have any authority to act as the City's agent; or (iii) receive any payment or benefit directly from the City.

16.0 INSURANCE

The Consultant shall maintain such insurance as specified in in General Conditions, Paragraph 38 - Insurance Requirements, of RFQ 26-003 to protect the City from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under

this Agreement. Certificates of such insurance must be provided to the City prior to the City issuing a Purchase Order or Work Authorization to the Consultant and will also be subject to its approval for adequacy of protection. The City must be named as an additional insured under all policies.

17.0 PROFESSIONAL LIABILITY

The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting services for the City pursuant to this Agreement or any particular Work Authorization will be liable in accordance with section 471.023(3) of the Florida Statutes.

18.0 INDEMNIFICATION

18.1 To the greatest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the Consultant, any sub-consultant or any other person or organization employed or utilized by Consultant to perform or furnish any of the services required under this Agreement, or anyone for whose acts any of them may be liable. This indemnity will include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification also includes claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public record violations incident to providing the services required under this Agreement. It is specifically understood and agreed that this indemnification provision does not cover or indemnify the City for its own negligence. This Indemnification provision will survive completion or termination of this Agreement.

18.2 Nothing in this Agreement will be interpreted as a waiver by the City of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28 of the Florida Statutes or any other statutes, and the City expressly reserves these rights to the fullest extent allowed by law. This provision will survive completion or termination of this Agreement.

19.0 PUBLIC RECORDS

The Consultant acknowledges that the portion of its books and records related to its contracting activities with the City may become subject to inspection and copying under the Florida Public Records Act. The Consultant agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The Consultant agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Consultant, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Consultant agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Consultant shall promptly provide the City with a copy of any request to inspect or copy public records that Consultant receives and a copy of the Consultant's response to each request. The Consultant understands and agrees that failure to provide access to the public records will be a material breach of the Agreement, its amendments, and Work Authorizations.

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

CITY CLERK, CITY OF TREASURE ISLAND
10451 GULF BOULEVARD
TREASURE ISLAND, FLORIDA 33706
PHONE: (727)-547-4575
FAX: (727)-547-4582
CITYCLERK@MYTREASUREISLAND.ORG

20.0 MISCELLANEOUS TERMS

20.1 Assignment. The City and the Consultant each bind themselves and their successors, legal representatives and assigns to the other party to this Agreement and to the partners,

successors, legal representatives and assigns of each other party, in respect to all covenants of this Agreement. The Consultant shall not assign or transfer its interest in this Agreement without written consent of the City.

20.2 Administration. The City authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the City and to make all managerial decisions on behalf of the City as they relate to the provisions of this Agreement. The City Manager will have the authority to transmit instructions, receive information, interpret and define the policy of the City and decisions pertinent to services covered by this Agreement. The City Manager has the right from time to time to designate such other employee of the City as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

20.3 Litigation. The services must be performed by the Consultant to the reasonable satisfaction of the City and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services under this Agreement and the character, quality, amount and value, which cannot be settled by mutual agreement of the Parties will be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement will be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above laying of venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Agreement.

20.4 Inspector General. The Consultant and any sub-consultants understand and will comply with section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to that section.

20.5 Notices. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. Mail, return receipt requested addressed to the following:

If to the City:	If to Contractor:	With copy to:
City of Treasure Island 10451 Gulf Blvd. Treasure Island, FL 33706 Attn: City Manager	Colliers Engineering & Design, Inc. 5471 W. Waters Ave., Suite 100 Tampa, FL 33634 Attn: Paul M. Sterbenz, PE	Colliers Engineering & Design, Inc. 101 Crawfords Corner Rd, Suite 3400 Holmdel, NJ 07733 Attn: Legal Department

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

20.6 Conflict. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

20.7 Interpretation. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Agreement's contents and agree that this Agreement will not be construed more strongly against any party, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

20.8 Consideration. Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged under this Agreement, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

20.9 Authority. The Parties represent and warrant that each is authorized to enter into this Agreement without consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective party to the terms hereof.

20.10 Amendment. This Agreement may not be amended or modified except in writing, executed by the Parties.

20.11 Compliance with All Laws. The Consultant, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and City, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

20.12 Attorney's 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 will pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorneys' fees, as may be set by the Court.

20.13 No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third Parties, including but not limited to the general public constituents or citizens of the City, nor shall it be construed as enforceable by any third Parties.

20.14 Entire Agreement. This Agreement embodies the entire Agreement of the City and the Consultant. There are no promises, terms, conditions or allegations other than those contained in this Agreement, and this document will supersede all previous communications, representations, and/or agreements whether written or verbal between the Parties to this Agreement. In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Contract, the Parties specifically agree and understand that any such purchase order, memorandum, letter, or other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions, contained, whether printed or written, will in no way modify the covenants, terms, and provisions of this Agreement.

20.15 Waiver. Failure to insist upon strict compliance with any terms, covenants or conditions of the Agreement will not be deemed a waiver of such, nor will any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach. Any waiver, alteration or modification of any of the provisions of the Agreement,

or cancellation or replacement of this Agreement, will not be valid unless in writing and signed by the Parties.

20.16 Right to Suspend. The City reserves the right to suspend the rights granted to the Consultant under this Agreement immediately upon verbal or written notice if the City determines, in its sole and absolute discretion, that suspension is necessary to protect the public health, safety, or welfare. The suspension shall remain in effect until the City provides verbal or written notice that it has been lifted.

20.17 Non-Discrimination. Consultant shall not discriminate against anyone because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information, or other protected category.

20.18 Scrutinized Companies. By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Consultant certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) it does not have Business operations or is engaged in business in Cuba or Syria, and (e) it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the City may terminate this Agreement immediately for cause if: (1) Consultant is found to have submitted a false certification regarding (a) – (e) above in accordance with section 287.135(5), Florida Statutes, (2) Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is or has been engaged in Business operations in Cuba or Syria or a Boycott of Israel, or (3) Consultant is found to have been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran. Such termination shall be in addition to any and all remedies available to the City at law or in equity. The terms "Boycott of Israel" and "Business operations" used in this section are defined as in Section 287.135, Florida Statutes. The Lists referred to in this section are those Lists in and maintained pursuant to section 287.135, Florida Statutes.

20.19 No Affiliation with Foreign Countries of Concern. Pursuant to section 286.101, Florida Statutes, Consultant shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 ore more and such interest existed at any time or such contract or grant or gift was received or in force at any time during

the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Consultant's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Consultant represents that within one (1) year before proposing any contract to the City, Consultant provided a copy of such disclosure to the Florida Department of Financial Services.

20.20 E-Verify. Consultant shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Agreement. Consultant shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Consultant. Consultant may not enter into a contract with a subcontractor to perform work under this Agreement unless and until the subcontractor registers with and uses the E-Verify system. If Consultant enters into a contract with a subcontractor to perform work under this Agreement, Consultant must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant must maintain copies of all such affidavits for the duration of this Agreement. The City may terminate this Agreement for cause if the City determines that Consultant or Consultant's subcontractor has not complied with any applicable provision of sections 448.09 or 448.95, Florida Statutes, as may be amended. The City will terminate this Agreement for cause if the City has a good faith belief that the Consultant has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the City has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but the City determines that the Consultant otherwise complied with section 448.09(1), Florida Statutes, as may be amended, the City will notify the Consultant as such, and the Consultant must immediately terminate Consultant's contract with said subcontractor. If this Agreement is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this Agreement and may not be considered as such; (b) Consultant may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated; and, (c) Consultant is liable for any additional costs incurred by the City as a result of the termination of the Agreement.

20.21 No Issuance of Identification Documents. Consultant agrees that Consultant does not and will not, nor will it allow a subcontractor to, use any funds from the City for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.

20.22 Equal Opportunity Employer. The Consultant is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Consultant will further ensure that all subcontractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

20.23 Electronic Signatures. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

20.24 Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

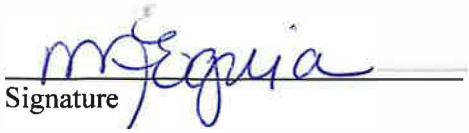
20.25 Computation of Time. Any reference in this Agreement to time periods shall by computed by calendar days unless otherwise specified. In the computation thereof, any time period which ends on a Saturday, Sunday, or legal holiday shall extend to 5:00 p.m. of the next business day. The computations stated in this paragraph shall only apply to time periods referenced in this Agreement and shall not apply to any deadlines for which a date certain is provided.

20.26 Headings and Section References. The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

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IN WITNESS WHEREOF, the City and Consultant have made and executed this Agreement on the date and year first above written.

WITNESSES:



Signature

Michelle F. Eguia

Printed Name

CONSULTANT

Colliers Engineering & Design, Inc.

Company Name



Signature

Senior Principal

Title

Paul M. Sterbenz, PE

Printed Name

CITY OF TREASURE ISLAND, FLORIDA

City Clerk

Mayor

Approved as to form and sufficiency:

City Attorney

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Colliers Engineering & Design Inc.

Discipline: Civil

Annual Multiplier: (in %)			4.0%	4.0%	4.0%	4.0%	4.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Technical Director	$ 176.61	$ 329.02	$ 342.19	$ 355.87	$ 370.11	$ 384.91	$ 400.31
Senior Project Manager	$ 150.94	$ 281.20	$ 292.45	$ 304.15	$ 316.31	$ 328.97	$ 342.12
Project Manager	$ 122.65	$ 228.50	$ 237.64	$ 247.14	$ 257.03	$ 267.31	$ 278.00
Project Engineer	$ 98.12	$ 182.80	$ 190.11	$ 197.71	$ 205.62	$ 213.85	$ 222.40
Senior Engineer	$ 84.91	$ 158.19	$ 164.51	$ 171.10	$ 177.94	$ 185.06	$ 192.46
Engineer	$ 78.49	$ 146.23	$ 152.08	$ 158.16	$ 164.49	$ 171.06	$ 177.91
Senior CADD Designer	$ 88.30	$ 164.50	$ 171.08	$ 177.93	$ 185.04	$ 192.45	$ 200.14
CADD Designer	$ 68.68	$ 127.95	$ 133.07	$ 138.39	$ 143.93	$ 149.68	$ 155.67
Senior Construction Inspector	$ 98.11	$ 182.78	$ 190.09	$ 197.69	$ 205.60	$ 213.83	$ 222.38
Construction Inspector	$ 68.68	$ 127.95	$ 133.07	$ 138.39	$ 143.93	$ 149.68	$ 155.67
Senior Grant Writer	$ 98.12	$ 182.80	$ 190.11	$ 197.71	$ 205.62	$ 213.85	$ 222.40
Senior Project Surveyor	$ 98.12	$ 182.80	$ 190.11	$ 197.71	$ 205.62	$ 213.85	$ 222.40
Project Surveyor	$ 88.30	$ 164.50	$ 171.08	$ 177.93	$ 185.04	$ 192.45	$ 200.14
Senior SUE Manager	$ 117.74	$ 219.35	$ 228.12	$ 237.25	$ 246.74	$ 256.61	$ 266.87
SUE Investigator	$ 58.87	$ 109.67	$ 114.06	$ 118.62	$ 123.37	$ 128.30	$ 133.44
Staff Scientist I	$ 78.49	$ 146.23	$ 152.08	$ 158.16	$ 164.49	$ 171.06	$ 177.91
Staff Geologist II	$ 78.49	$ 146.23	$ 152.08	$ 158.16	$ 164.49	$ 171.06	$ 177.91
Geotechnical Field Technician I	$ 54.94	$ 102.35	$ 106.45	$ 110.71	$ 115.13	$ 119.74	$ 124.53
Geotechnical Field Technician II	$ 68.68	$ 127.95	$ 133.07	$ 138.39	$ 143.93	$ 149.68	$ 155.67
2 Man Survey Crew	$ 119.25	$ 222.16	$ 231.05	$ 240.29	$ 249.90	$ 259.90	$ 270.29
3 Man Survey Crew	$ 155.37	$ 289.45	$ 301.03	$ 313.07	$ 325.60	$ 338.62	$ 352.17
2 Man SUE Crew	$ 129.03	$ 240.38	$ 250.00	$ 260.00	$ 270.40	$ 281.21	$ 292.46
3 Man SUE Crew	$ 183.33	$ 341.54	$ 355.21	$ 369.41	$ 384.19	$ 399.56	$ 415.54
Laboratory Technician	$ 49.06	$ 91.40	$ 95.05	$ 98.86	$ 102.81	$ 106.92	$ 111.20
Administrative Assistant	$ 58.87	$ 109.67	$ 114.06	$ 118.62	$ 123.37	$ 128.30	$ 133.44

Overhead/Fringe multiplier:** 1.86

P Sterbenz
Signature

Senior Principal
Title

Paul M. Sterbenz, PE
Printed Name

1/30/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Colliers Engineering & Design Inc.
Discipline: Structural

Annual Multiplier: (in %)			4.0%	4.0%	4.0%	4.0%	4.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Technical Director	$ 176.61	$ 329.02	$ 342.19	$ 355.87	$ 370.11	$ 384.91	$ 400.31
Senior Project Manager	$ 150.94	$ 281.20	$ 292.45	$ 304.15	$ 316.31	$ 328.97	$ 342.12
Project Manager	$ 122.65	$ 228.50	$ 237.64	$ 247.14	$ 257.03	$ 267.31	$ 278.00
Project Engineer	$ 98.12	$ 182.80	$ 190.11	$ 197.71	$ 205.62	$ 213.85	$ 222.40
Senior Engineer	$ 84.91	$ 158.19	$ 164.51	$ 171.10	$ 177.94	$ 185.06	$ 192.46
Engineer	$ 78.49	$ 146.23	$ 152.08	$ 158.16	$ 164.49	$ 171.06	$ 177.91
Senior CADD Designer	$ 88.30	$ 164.50	$ 171.08	$ 177.93	$ 185.04	$ 192.45	$ 200.14
CADD Designer	$ 68.68	$ 127.95	$ 133.07	$ 138.39	$ 143.93	$ 149.68	$ 155.67
Senior Construction Inspector	$ 98.11	$ 182.78	$ 190.09	$ 197.69	$ 205.60	$ 213.83	$ 222.38
Construction Inspector	$ 68.68	$ 127.95	$ 133.07	$ 138.39	$ 143.93	$ 149.68	$ 155.67
Senior Grant Writer	$ 98.12	$ 182.80	$ 190.11	$ 197.71	$ 205.62	$ 213.85	$ 222.40
Senior Project Surveyor	$ 98.12	$ 182.80	$ 190.11	$ 197.71	$ 205.62	$ 213.85	$ 222.40
Project Surveyor	$ 88.30	$ 164.50	$ 171.08	$ 177.93	$ 185.04	$ 192.45	$ 200.14
Senior SUE Manager	$ 117.74	$ 219.35	$ 228.12	$ 237.25	$ 246.74	$ 256.61	$ 266.87
SUE Investigator	$ 58.87	$ 109.67	$ 114.06	$ 118.62	$ 123.37	$ 128.30	$ 133.44
Staff Scientist I	$ 78.49	$ 146.23	$ 152.08	$ 158.16	$ 164.49	$ 171.06	$ 177.91
Staff Geologist II	$ 78.49	$ 146.23	$ 152.08	$ 158.16	$ 164.49	$ 171.06	$ 177.91
Geotechnical Field Technician I	$ 54.94	$ 102.35	$ 106.45	$ 110.71	$ 115.13	$ 119.74	$ 124.53
Geotechnical Field Technician II	$ 68.68	$ 127.95	$ 133.07	$ 138.39	$ 143.93	$ 149.68	$ 155.67
2 Man Survey Crew	$ 119.25	$ 222.16	$ 231.05	$ 240.29	$ 249.90	$ 259.90	$ 270.29
3 Man Survey Crew	$ 155.37	$ 289.45	$ 301.03	$ 313.07	$ 325.60	$ 338.62	$ 352.17
2 Man SUE Crew	$ 129.03	$ 240.38	$ 250.00	$ 260.00	$ 270.40	$ 281.21	$ 292.46
3 Man SUE Crew	$ 183.33	$ 341.54	$ 355.21	$ 369.41	$ 384.19	$ 399.56	$ 415.54
Laboratory Technician	$ 49.06	$ 91.40	$ 95.05	$ 98.86	$ 102.81	$ 106.92	$ 111.20
Administrative Assistant	$ 58.87	$ 109.67	$ 114.06	$ 118.62	$ 123.37	$ 128.30	$ 133.44

Overhead/Fringe multiplier:** 1.86

Signature

Senior Principal
Title

Paul Sterbenz, PE
Printed Name

1/30/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Colliers Engineering & Design Inc.
Discipline: Electrical

Annual Multiplier: (in %)			4.0%	4.0%	4.0%	4.0%	4.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Technical Director	$ 176.61	$ 329.02	$ 342.19	$ 355.87	$ 370.11	$ 384.91	$ 400.31
Senior Project Manager	$ 150.94	$ 281.20	$ 292.45	$ 304.15	$ 316.31	$ 328.97	$ 342.12
Project Manager	$ 122.65	$ 228.50	$ 237.64	$ 247.14	$ 257.03	$ 267.31	$ 278.00
Project Engineer	$ 98.12	$ 182.80	$ 190.11	$ 197.71	$ 205.62	$ 213.85	$ 222.40
Senior Engineer	$ 84.91	$ 158.19	$ 164.51	$ 171.10	$ 177.94	$ 185.06	$ 192.46
Engineer	$ 78.49	$ 146.23	$ 152.08	$ 158.16	$ 164.49	$ 171.06	$ 177.91
Senior CADD Designer	$ 88.30	$ 164.50	$ 171.08	$ 177.93	$ 185.04	$ 192.45	$ 200.14
CADD Designer	$ 68.68	$ 127.95	$ 133.07	$ 138.39	$ 143.93	$ 149.68	$ 155.67
Senior Construction Inspector	$ 98.11	$ 182.78	$ 190.09	$ 197.69	$ 205.60	$ 213.83	$ 222.38
Construction Inspector	$ 68.68	$ 127.95	$ 133.07	$ 138.39	$ 143.93	$ 149.68	$ 155.67
Senior Grant Writer	$ 98.12	$ 182.80	$ 190.11	$ 197.71	$ 205.62	$ 213.85	$ 222.40
Senior Project Surveyor	$ 98.12	$ 182.80	$ 190.11	$ 197.71	$ 205.62	$ 213.85	$ 222.40
Project Surveyor	$ 88.30	$ 164.50	$ 171.08	$ 177.93	$ 185.04	$ 192.45	$ 200.14
Senior SUE Manager	$ 117.74	$ 219.35	$ 228.12	$ 237.25	$ 246.74	$ 256.61	$ 266.87
SUE Investigator	$ 58.87	$ 109.67	$ 114.06	$ 118.62	$ 123.37	$ 128.30	$ 133.44
Staff Scientist I	$ 78.49	$ 146.23	$ 152.08	$ 158.16	$ 164.49	$ 171.06	$ 177.91
Staff Geologist II	$ 78.49	$ 146.23	$ 152.08	$ 158.16	$ 164.49	$ 171.06	$ 177.91
Geotechnical Field Technician I	$ 54.94	$ 102.35	$ 106.45	$ 110.71	$ 115.13	$ 119.74	$ 124.53
Geotechnical Field Technician II	$ 68.68	$ 127.95	$ 133.07	$ 138.39	$ 143.93	$ 149.68	$ 155.67
2 Man Survey Crew	$ 119.25	$ 222.16	$ 231.05	$ 240.29	$ 249.90	$ 259.90	$ 270.29
3 Man Survey Crew	$ 155.37	$ 289.45	$ 301.03	$ 313.07	$ 325.60	$ 338.62	$ 352.17
2 Man SUE Crew	$ 129.03	$ 240.38	$ 250.00	$ 260.00	$ 270.40	$ 281.21	$ 292.46
3 Man SUE Crew	$ 183.33	$ 341.54	$ 355.21	$ 369.41	$ 384.19	$ 399.56	$ 415.54
Laboratory Technician	$ 49.06	$ 91.40	$ 95.05	$ 98.86	$ 102.81	$ 106.92	$ 111.20
Administrative Assistant	$ 58.87	$ 109.67	$ 114.06	$ 118.62	$ 123.37	$ 128.30	$ 133.44

Overhead/Fringe multiplier:** 1.86

Signature

Senior Principal
Title

Paul M. Sterbenz, PE
Printed Name

1/30/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Colliers Engineering & Design

Discipline: Transportation

Annual Multiplier: (in %)			4.0%	4.0%	4.0%	4.0%	4.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Technical Director	$ 176.61	$ 329.02	$ 342.19	$ 355.87	$ 370.11	$ 384.91	$ 400.31
Senior Project Manager	$ 150.94	$ 281.20	$ 292.45	$ 304.15	$ 316.31	$ 328.97	$ 342.12
Project Manager	$ 122.65	$ 228.50	$ 237.64	$ 247.14	$ 257.03	$ 267.31	$ 278.00
Project Engineer	$ 98.12	$ 182.80	$ 190.11	$ 197.71	$ 205.62	$ 213.85	$ 222.40
Senior Engineer	$ 84.91	$ 158.19	$ 164.51	$ 171.10	$ 177.94	$ 185.06	$ 192.46
Engineer	$ 78.49	$ 146.23	$ 152.08	$ 158.16	$ 164.49	$ 171.06	$ 177.91
Senior CADD Designer	$ 88.30	$ 164.50	$ 171.08	$ 177.93	$ 185.04	$ 192.45	$ 200.14
CADD Designer	$ 68.68	$ 127.95	$ 133.07	$ 138.39	$ 143.93	$ 149.68	$ 155.67
Senior Construction Inspector	$ 98.11	$ 182.78	$ 190.09	$ 197.69	$ 205.60	$ 213.83	$ 222.38
Construction Inspector	$ 68.68	$ 127.95	$ 133.07	$ 138.39	$ 143.93	$ 149.68	$ 155.67
Senior Grant Writer	$ 98.12	$ 182.80	$ 190.11	$ 197.71	$ 205.62	$ 213.85	$ 222.40
Senior Project Surveyor	$ 98.12	$ 182.80	$ 190.11	$ 197.71	$ 205.62	$ 213.85	$ 222.40
Project Surveyor	$ 88.30	$ 164.50	$ 171.08	$ 177.93	$ 185.04	$ 192.45	$ 200.14
Senior SUE Manager	$ 117.74	$ 219.35	$ 228.12	$ 237.25	$ 246.74	$ 256.61	$ 266.87
SUE Investigator	$ 58.87	$ 109.67	$ 114.06	$ 118.62	$ 123.37	$ 128.30	$ 133.44
Staff Scientist I	$ 78.49	$ 146.23	$ 152.08	$ 158.16	$ 164.49	$ 171.06	$ 177.91
Staff Geologist II	$ 78.49	$ 146.23	$ 152.08	$ 158.16	$ 164.49	$ 171.06	$ 177.91
Geotechnical Field Technician I	$ 54.94	$ 102.35	$ 106.45	$ 110.71	$ 115.13	$ 119.74	$ 124.53
Geotechnical Field Technician II	$ 68.68	$ 127.95	$ 133.07	$ 138.39	$ 143.93	$ 149.68	$ 155.67
2 Man Survey Crew	$ 119.25	$ 222.16	$ 231.05	$ 240.29	$ 249.90	$ 259.90	$ 270.29
3 Man Survey Crew	$ 155.37	$ 289.45	$ 301.03	$ 313.07	$ 325.60	$ 338.62	$ 352.17
2 Man SUE Crew	$ 129.03	$ 240.38	$ 250.00	$ 260.00	$ 270.40	$ 281.21	$ 292.46
3 Man SUE Crew	$ 183.33	$ 341.54	$ 355.21	$ 369.41	$ 384.19	$ 399.56	$ 415.54
Laboratory Technician	$ 49.06	$ 91.40	$ 95.05	$ 98.86	$ 102.81	$ 106.92	$ 111.20
Administrative Assistant	$ 58.87	$ 109.67	$ 114.06	$ 118.62	$ 123.37	$ 128.30	$ 133.44

Overhead/Fringe multiplier:** 1.86

Paul M Sterbenz

Signature

Senior Principal

Title

Paul M. Sterbenz, PE

Printed Name

1/30/2026

Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.

** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Colliers Engineering & Design Inc.

Discipline: Environmental

Annual Multiplier: (in %)			4.0%	4.0%	4.0%	4.0%	4.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Technical Director	$ 176.61	$ 329.02	$ 342.19	$ 355.87	$ 370.11	$ 384.91	$ 400.31
Senior Project Manager	$ 150.94	$ 281.20	$ 292.45	$ 304.15	$ 316.31	$ 328.97	$ 342.12
Project Manager	$ 122.65	$ 228.50	$ 237.64	$ 247.14	$ 257.03	$ 267.31	$ 278.00
Project Engineer	$ 98.12	$ 182.80	$ 190.11	$ 197.71	$ 205.62	$ 213.85	$ 222.40
Senior Engineer	$ 84.91	$ 158.19	$ 164.51	$ 171.10	$ 177.94	$ 185.06	$ 192.46
Engineer	$ 78.49	$ 146.23	$ 152.08	$ 158.16	$ 164.49	$ 171.06	$ 177.91
Senior CADD Designer	$ 88.30	$ 164.50	$ 171.08	$ 177.93	$ 185.04	$ 192.45	$ 200.14
CADD Designer	$ 68.68	$ 127.95	$ 133.07	$ 138.39	$ 143.93	$ 149.68	$ 155.67
Senior Construction Inspector	$ 98.11	$ 182.78	$ 190.09	$ 197.69	$ 205.60	$ 213.83	$ 222.38
Construction Inspector	$ 68.68	$ 127.95	$ 133.07	$ 138.39	$ 143.93	$ 149.68	$ 155.67
Senior Grant Writer	$ 98.12	$ 182.80	$ 190.11	$ 197.71	$ 205.62	$ 213.85	$ 222.40
Senior Project Surveyor	$ 98.12	$ 182.80	$ 190.11	$ 197.71	$ 205.62	$ 213.85	$ 222.40
Project Surveyor	$ 88.30	$ 164.50	$ 171.08	$ 177.93	$ 185.04	$ 192.45	$ 200.14
Senior SUE Manager	$ 117.74	$ 219.35	$ 228.12	$ 237.25	$ 246.74	$ 256.61	$ 266.87
SUE Investigator	$ 58.87	$ 109.67	$ 114.06	$ 118.62	$ 123.37	$ 128.30	$ 133.44
Staff Scientist I	$ 78.49	$ 146.23	$ 152.08	$ 158.16	$ 164.49	$ 171.06	$ 177.91
Staff Geologist II	$ 78.49	$ 146.23	$ 152.08	$ 158.16	$ 164.49	$ 171.06	$ 177.91
Geotechnical Field Technician I	$ 54.94	$ 102.35	$ 106.45	$ 110.71	$ 115.13	$ 119.74	$ 124.53
Geotechnical Field Technician II	$ 68.68	$ 127.95	$ 133.07	$ 138.39	$ 143.93	$ 149.68	$ 155.67
2 Man Survey Crew	$ 119.25	$ 222.16	$ 231.05	$ 240.29	$ 249.90	$ 259.90	$ 270.29
3 Man Survey Crew	$ 155.37	$ 289.45	$ 301.03	$ 313.07	$ 325.60	$ 338.62	$ 352.17
2 Man SUE Crew	$ 129.03	$ 240.38	$ 250.00	$ 260.00	$ 270.40	$ 281.21	$ 292.46
3 Man SUE Crew	$ 183.33	$ 341.54	$ 355.21	$ 369.41	$ 384.19	$ 399.56	$ 415.54
Laboratory Technician	$ 49.06	$ 91.40	$ 95.05	$ 98.86	$ 102.81	$ 106.92	$ 111.20
Administrative Assistant	$ 58.87	$ 109.67	$ 114.06	$ 118.62	$ 123.37	$ 128.30	$ 133.44

Overhead/Fringe multiplier:** 1.86

Signature

Senior Principal
Title

Paul M. Sterbenz, PE
Printed Name

1/30/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Colliers Engineering & Design Inc.
Discipline: Coastal

Annual Multiplier: (in %)			4.0%	4.0%	4.0%	4.0%	4.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Technical Director	$ 176.61	$ 329.02	$ 342.19	$ 355.87	$ 370.11	$ 384.91	$ 400.31
Senior Project Manager	$ 150.94	$ 281.20	$ 292.45	$ 304.15	$ 316.31	$ 328.97	$ 342.12
Project Manager	$ 122.65	$ 228.50	$ 237.64	$ 247.14	$ 257.03	$ 267.31	$ 278.00
Project Engineer	$ 98.12	$ 182.80	$ 190.11	$ 197.71	$ 205.62	$ 213.85	$ 222.40
Senior Engineer	$ 84.91	$ 158.19	$ 164.51	$ 171.10	$ 177.94	$ 185.06	$ 192.46
Engineer	$ 78.49	$ 146.23	$ 152.08	$ 158.16	$ 164.49	$ 171.06	$ 177.91
Senior CADD Designer	$ 88.30	$ 164.50	$ 171.08	$ 177.93	$ 185.04	$ 192.45	$ 200.14
CADD Designer	$ 68.68	$ 127.95	$ 133.07	$ 138.39	$ 143.93	$ 149.68	$ 155.67
Senior Construction Inspector	$ 98.11	$ 182.78	$ 190.09	$ 197.69	$ 205.60	$ 213.83	$ 222.38
Construction Inspector	$ 68.68	$ 127.95	$ 133.07	$ 138.39	$ 143.93	$ 149.68	$ 155.67
Senior Grant Writer	$ 98.12	$ 182.80	$ 190.11	$ 197.71	$ 205.62	$ 213.85	$ 222.40
Senior Project Surveyor	$ 98.12	$ 182.80	$ 190.11	$ 197.71	$ 205.62	$ 213.85	$ 222.40
Project Surveyor	$ 88.30	$ 164.50	$ 171.08	$ 177.93	$ 185.04	$ 192.45	$ 200.14
Senior SUE Manager	$ 117.74	$ 219.35	$ 228.12	$ 237.25	$ 246.74	$ 256.61	$ 266.87
SUE Investigator	$ 58.87	$ 109.67	$ 114.06	$ 118.62	$ 123.37	$ 128.30	$ 133.44
Staff Scientist I	$ 78.49	$ 146.23	$ 152.08	$ 158.16	$ 164.49	$ 171.06	$ 177.91
Staff Geologist II	$ 78.49	$ 146.23	$ 152.08	$ 158.16	$ 164.49	$ 171.06	$ 177.91
Geotechnical Field Technician I	$ 54.94	$ 102.35	$ 106.45	$ 110.71	$ 115.13	$ 119.74	$ 124.53
Geotechnical Field Technician II	$ 68.68	$ 127.95	$ 133.07	$ 138.39	$ 143.93	$ 149.68	$ 155.67
2 Man Survey Crew	$ 119.25	$ 222.16	$ 231.05	$ 240.29	$ 249.90	$ 259.90	$ 270.29
3 Man Survey Crew	$ 155.37	$ 289.45	$ 301.03	$ 313.07	$ 325.60	$ 338.62	$ 352.17
2 Man SUE Crew	$ 129.03	$ 240.38	$ 250.00	$ 260.00	$ 270.40	$ 281.21	$ 292.46
3 Man SUE Crew	$ 183.33	$ 341.54	$ 355.21	$ 369.41	$ 384.19	$ 399.56	$ 415.54
Laboratory Technician	$ 49.06	$ 91.40	$ 95.05	$ 98.86	$ 102.81	$ 106.92	$ 111.20
Administrative Assistant	$ 58.87	$ 109.67	$ 114.06	$ 118.62	$ 123.37	$ 128.30	$ 133.44

Overhead/Fringe multiplier:** 1.86

Signature

Senior Principal
Title

Paul M. Sterbenz, PE
Printed Name

1/30/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Colliers Engineering & Design Inc.

Discipline: Geotechnical

Annual Multiplier: (in %)			4.0%	4.0%	4.0%	4.0%	4.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Technical Director	$ 176.61	$ 329.02	$ 342.19	$ 355.87	$ 370.11	$ 384.91	$ 400.31
Senior Project Manager	$ 150.94	$ 281.20	$ 292.45	$ 304.15	$ 316.31	$ 328.97	$ 342.12
Project Manager	$ 122.65	$ 228.50	$ 237.64	$ 247.14	$ 257.03	$ 267.31	$ 278.00
Project Engineer	$ 98.12	$ 182.80	$ 190.11	$ 197.71	$ 205.62	$ 213.85	$ 222.40
Senior Engineer	$ 84.91	$ 158.19	$ 164.51	$ 171.10	$ 177.94	$ 185.06	$ 192.46
Engineer	$ 78.49	$ 146.23	$ 152.08	$ 158.16	$ 164.49	$ 171.06	$ 177.91
Senior CADD Designer	$ 88.30	$ 164.50	$ 171.08	$ 177.93	$ 185.04	$ 192.45	$ 200.14
CADD Designer	$ 68.68	$ 127.95	$ 133.07	$ 138.39	$ 143.93	$ 149.68	$ 155.67
Senior Construction Inspector	$ 98.11	$ 182.78	$ 190.09	$ 197.69	$ 205.60	$ 213.83	$ 222.38
Construction Inspector	$ 68.68	$ 127.95	$ 133.07	$ 138.39	$ 143.93	$ 149.68	$ 155.67
Senior Grant Writer	$ 98.12	$ 182.80	$ 190.11	$ 197.71	$ 205.62	$ 213.85	$ 222.40
Senior Project Surveyor	$ 98.12	$ 182.80	$ 190.11	$ 197.71	$ 205.62	$ 213.85	$ 222.40
Project Surveyor	$ 88.30	$ 164.50	$ 171.08	$ 177.93	$ 185.04	$ 192.45	$ 200.14
Senior SUE Manager	$ 117.74	$ 219.35	$ 228.12	$ 237.25	$ 246.74	$ 256.61	$ 266.87
SUE Investigator	$ 58.87	$ 109.67	$ 114.06	$ 118.62	$ 123.37	$ 128.30	$ 133.44
Staff Scientist I	$ 78.49	$ 146.23	$ 152.08	$ 158.16	$ 164.49	$ 171.06	$ 177.91
Staff Geologist II	$ 78.49	$ 146.23	$ 152.08	$ 158.16	$ 164.49	$ 171.06	$ 177.91
Geotechnical Field Technician I	$ 54.94	$ 102.35	$ 106.45	$ 110.71	$ 115.13	$ 119.74	$ 124.53
Geotechnical Field Technician II	$ 68.68	$ 127.95	$ 133.07	$ 138.39	$ 143.93	$ 149.68	$ 155.67
2 Man Survey Crew	$ 119.25	$ 222.16	$ 231.05	$ 240.29	$ 249.90	$ 259.90	$ 270.29
3 Man Survey Crew	$ 155.37	$ 289.45	$ 301.03	$ 313.07	$ 325.60	$ 338.62	$ 352.17
2 Man SUE Crew	$ 129.03	$ 240.38	$ 250.00	$ 260.00	$ 270.40	$ 281.21	$ 292.46
3 Man SUE Crew	$ 183.33	$ 341.54	$ 355.21	$ 369.41	$ 384.19	$ 399.56	$ 415.54
Laboratory Technician	$ 49.06	$ 91.40	$ 95.05	$ 98.86	$ 102.81	$ 106.92	$ 111.20
Administrative Assistant	$ 58.87	$ 109.67	$ 114.06	$ 118.62	$ 123.37	$ 128.30	$ 133.44

Overhead/Fringe multiplier:** 1.86

Signature

Senior Principal
Title

Paul M. Sterbenz, PE
Printed Name

1/30/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Colliers Engineering & Design Inc.
Discipline: Surveying

Annual Multiplier: (in %)			4.0%	4.0%	4.0%	4.0%	4.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Technical Director	$ 176.61	$ 329.02	$ 342.19	$ 355.87	$ 370.11	$ 384.91	$ 400.31
Senior Project Manager	$ 150.94	$ 281.20	$ 292.45	$ 304.15	$ 316.31	$ 328.97	$ 342.12
Project Manager	$ 122.65	$ 228.50	$ 237.64	$ 247.14	$ 257.03	$ 267.31	$ 278.00
Project Engineer	$ 98.12	$ 182.80	$ 190.11	$ 197.71	$ 205.62	$ 213.85	$ 222.40
Senior Engineer	$ 84.91	$ 158.19	$ 164.51	$ 171.10	$ 177.94	$ 185.06	$ 192.46
Engineer	$ 78.49	$ 146.23	$ 152.08	$ 158.16	$ 164.49	$ 171.06	$ 177.91
Senior CADD Designer	$ 88.30	$ 164.50	$ 171.08	$ 177.93	$ 185.04	$ 192.45	$ 200.14
CADD Designer	$ 68.68	$ 127.95	$ 133.07	$ 138.39	$ 143.93	$ 149.68	$ 155.67
Senior Construction Inspector	$ 98.11	$ 182.78	$ 190.09	$ 197.69	$ 205.60	$ 213.83	$ 222.38
Construction Inspector	$ 68.68	$ 127.95	$ 133.07	$ 138.39	$ 143.93	$ 149.68	$ 155.67
Senior Grant Writer	$ 98.12	$ 182.80	$ 190.11	$ 197.71	$ 205.62	$ 213.85	$ 222.40
Senior Project Surveyor	$ 98.12	$ 182.80	$ 190.11	$ 197.71	$ 205.62	$ 213.85	$ 222.40
Project Surveyor	$ 88.30	$ 164.50	$ 171.08	$ 177.93	$ 185.04	$ 192.45	$ 200.14
Senior SUE Manager	$ 117.74	$ 219.35	$ 228.12	$ 237.25	$ 246.74	$ 256.61	$ 266.87
SUE Investigator	$ 58.87	$ 109.67	$ 114.06	$ 118.62	$ 123.37	$ 128.30	$ 133.44
Staff Scientist I	$ 78.49	$ 146.23	$ 152.08	$ 158.16	$ 164.49	$ 171.06	$ 177.91
Staff Geologist II	$ 78.49	$ 146.23	$ 152.08	$ 158.16	$ 164.49	$ 171.06	$ 177.91
Geotechnical Field Technician I	$ 54.94	$ 102.35	$ 106.45	$ 110.71	$ 115.13	$ 119.74	$ 124.53
Geotechnical Field Technician II	$ 68.68	$ 127.95	$ 133.07	$ 138.39	$ 143.93	$ 149.68	$ 155.67
2 Man Survey Crew	$ 119.25	$ 222.16	$ 231.05	$ 240.29	$ 249.90	$ 259.90	$ 270.29
3 Man Survey Crew	$ 155.37	$ 289.45	$ 301.03	$ 313.07	$ 325.60	$ 338.62	$ 352.17
2 Man SUE Crew	$ 129.03	$ 240.38	$ 250.00	$ 260.00	$ 270.40	$ 281.21	$ 292.46
3 Man SUE Crew	$ 183.33	$ 341.54	$ 355.21	$ 369.41	$ 384.19	$ 399.56	$ 415.54
Laboratory Technician	$ 49.06	$ 91.40	$ 95.05	$ 98.86	$ 102.81	$ 106.92	$ 111.20
Administrative Assistant	$ 58.87	$ 109.67	$ 114.06	$ 118.62	$ 123.37	$ 128.30	$ 133.44

Overhead/Fringe multiplier:** 1.86

Paul M Sterbenz
Signature

Senior Principal
Title

Paul M. Sterbenz, PE
Printed Name

1/30/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: GHD

Discipline: Coastal

Annual Multiplier: (in %)			4.0%	4.0%	4.0%	4.0%	4.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal Engineer	$ 95.24	$ 320.96	$ 333.80	$ 347.15	$ 361.03	$ 375.48	$ 390.50
Senior Professional Engineer	$ 90.48	$ 304.92	$ 317.11	$ 329.80	$ 342.99	$ 356.71	$ 370.98
Snior Project Manager	$ 74.28	$ 250.32	$ 260.34	$ 270.75	$ 281.58	$ 292.84	$ 304.56
Professional Engineer/Scientist	$ 61.90	$ 208.60	$ 216.95	$ 225.63	$ 234.65	$ 244.04	$ 253.80
Project Engineer/Scientsits	$ 47.62	$ 160.48	$ 166.90	$ 173.57	$ 180.52	$ 187.74	$ 195.25
Staff Engineer/Scientist	$ 40.00	$ 134.80	$ 140.19	$ 145.80	$ 151.63	$ 157.70	$ 164.00
Sr Technician	$ 57.14	$ 192.56	$ 200.26	$ 208.27	$ 216.61	$ 225.27	$ 234.28
Jr Technician	$ 36.19	$ 121.96	$ 126.84	$ 131.91	$ 137.19	$ 142.68	$ 148.38
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Overhead/Fringe multiplier:** 3.37

Signature

Principal Engineer
Title

Brian Moore
Printed Name

1/30/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: GHD

Discipline: Geotechnical

Annual Multiplier: (in %)			4.0%	4.0%	4.0%	4.0%	4.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Business Group Leader	$ 114.01	$ 384.21	$ 399.58	$ 415.57	$ 432.19	$ 449.48	$ 467.45
Senior Geotechnical Engineer	$ 76.92	$ 259.22	$ 269.59	$ 280.37	$ 291.59	$ 303.25	$ 315.38
Geotechnical Engineer	$ 36.03	$ 121.42	$ 126.28	$ 131.33	$ 136.58	$ 142.05	$ 147.73
Geotechnical Field Technician	$ 27.32	$ 92.07	$ 95.75	$ 99.58	$ 103.56	$ 107.71	$ 112.02
Lead Driller	$ 34.37	$ 115.83	$ 120.46	$ 125.28	$ 130.29	$ 135.50	$ 140.92
Driller	$ 32.23	$ 108.62	$ 112.96	$ 117.48	$ 122.18	$ 127.06	$ 132.15
Administrative Support	$ 26.41	$ 89.00	$ 92.56	$ 96.26	$ 100.11	$ 104.12	$ 108.28
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Overhead/Fringe multiplier:** 3.37

Signature

Principal Engineer
Title

Brian Moore
Printed Name

1/30/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

CONTRACT BETWEEN THE CITY OF TREASURE ISLAND AND
EXP U.S. Transportation Services, Inc.
PERTAINING TO GENERAL CONSULTING SERVICES RFQ 26-003 AGREEMENT FOR PROFESSIONAL SERVICES - DISCIPLINE: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

This Agreement is made and entered into on the 17th day of February, 2026, by and between the City of Treasure Island, Florida (City) and EXP U.S. Transportation Services, Inc. (Consultant) (collectively the "Parties").

WITNESSETH:

WHEREAS, the City desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement; and

WHEREAS, the City selected the Consultant in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the Consultant in a Statement for Qualifications dated December 15, 2025.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement (also referred to as "Contract") consists of this document including any and all attachments, the Request for Qualifications (RFQ 26-003), required Documents for RFQ 26-003, and Consultant's proposal submitted in response to RFQ 26-003 on or before December 15, 2025, as if all components were set forth in this Agreement verbatim. In the event of a conflict between the terms and conditions provided in this document including the attachments and the RFQ or proposal, the provisions in this document will prevail. No amendment will be effective until and unless reduced to writing and executed by the Parties.

2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of Consultant to the City will be that of a professional consultant, and Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

Consultant has the discretion, subject to the requirement that it perform the services required under this Agreement competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant is fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by the Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, sub-consultants, suppliers, experts, or other persons or organizations retained or utilized by Consultant for the services required under this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the City. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as provided in this agreement contemplated. Furthermore, Consultant is responsible for paying all income and employment taxes, and the City will not be responsible for collecting and paying withholding, FUTA, FICA and any other state or federal taxes.

Consultant shall perform all services in accordance with generally accepted professional standards. Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind must conform to and be in compliance with, and Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.0 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the Consultant to work with and for the City to provide General Consulting Services within discipline(s):
Civil, Structural, Electrical, Transportation, Environmental, Coastal, Geotechnical.
Architecture, Landscape Architecture, Surveying

3.2 The documents will be prepared in sequence under individual work orders.

3.3 The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind shall conform to and be in compliance with, and the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.4 The Consultant's services under this Agreement will be provided under Work Authorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.

3.5 The Consultant shall maintain an adequate and competent staff of professionally qualified personnel available to the City for the purpose of rendering the required engineering and/or architectural services under this Agreement and must diligently execute the work to meet the completion time established in Work Authorization. The Consultant will not sublet, assign or transfer work under this Agreement to another associated firm, a subcontractor or a sub-consultant without the prior written consent of the City. The Consultant will require all associated firm-type firms, subcontractors and sub-consultants to adhere to the terms of this Agreement and the utilization of any such associated firm-type firm, subcontractor or sub-consultant by the Consultant will not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Agreement or any duly executed work authorizations.

3.6 The City reserves the right to enter into contracts with other consulting firms for similar services. The Consultant will, when directed to do so by the City, coordinate and work with other consulting firms retained by the City.

3.7 At all times during the performance of any of the services required under this Agreement, Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

4.1 There is no guarantee of work under this Agreement. Consultant shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization constitutes written notice to proceed.

4.2 If Consultant's services called for under any Work Authorization are delayed for reasons beyond the Consultant's control, the time of performance will be adjusted as appropriate.

4.3 It is the intent of the Parties that this Agreement continue in force until five (5) years from the date of initiation, with the option of the City to provide up to one two-year extension, subject to the provisions for termination contained in this Agreement. Assignments that are in progress at the Agreement termination date will be completed by the Consultant unless specifically terminated by the City.

4.4 Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.

4.5 If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

4.6 Each Work Authorization may establish the following:

a) A title for the project and/or Work Authorization number;

b) A general description of the purpose of the work;

c) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;

d) The scope items to which a lump sum fee applies and the total compensation that will be paid to the Consultant by the City for completion of the project services;

e) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;

f) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;

g) Description of deliverables;

h) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;

i) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;

j) A designated person to act on the Consultant's behalf on all matters concerning the Work Authorization;

k) The contract manager designated by the City; and

l) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 PROFESSIONAL SERVICES/CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Contract are within the scopes of practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Section 287.055 of the Florida Statutes applies to this Contract.

6.0 GENERAL CONSIDERATIONS

6.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and must be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Contract in whole or in part. The City acknowledges that such documents are not intended or represented to be suitable for use by the City or others for purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk without liability or legal exposure to the Consultant.

6.2 The Consultant will provide expert witnesses, if required by the City, to testify in connection with any suit at law. A supplemental agreement will be negotiated between the City and the Consultant describing the services desired and will provide a basis for compensation to the Consultant.

6.3 Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in any documents provided.

6.4 The Consultant agrees not to engage the services of any person or persons in the employ of the City to an allied capacity, on either a full or part-time basis, on the date of the signing of this Agreement, or during its term.

6.5 Key personnel assigned to City projects by the Consultant may not be removed from the projects until alternate personnel acceptable to the City are approved in writing by the City. Key personnel are identified as: Project Manager and technical experts.

6.6 The Consultant shall attach a brief status report on the project(s) with each request for payment.

6.7 The Consultant warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and

employees are duly registered as professional engineers in the State of Florida. The Consultant recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the Consultant is working for the residents of the City of Treasure Island, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the Consultant shall in all of its relationships with the City pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.0 COMPENSATION

7.1 The Consultant will be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of Consultant's invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit "B". The amount of compensation paid to the Consultant will in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the City to the Consultant will be limited to the extent set forth in section 112.061 of the Florida Statutes.

7.2 Except as may be addressed in the initiating Work Authorization, the compensation for services will be invoiced by the Consultant and paid by the City once each month. Such invoices will be due and payable upon receipt.

7.3 The Consultant agrees to allow full and open inspection of payroll records and expenditures in connection with hourly rate and cost plus fixed fee work assignments upon request of the City. Recognizing that the City is a public entity, the Consultant shall provide all of the necessary documents and records to the City, and to any independent auditor of the City upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the City paying said compensation and expenses.

7.4 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forgo use of Consultant for any project which may fall within the Scope of Services listed in this Agreement.

8.0 REPRESENTATIONS

8.1 **CITY REPRESENTATIONS:** The City conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in

accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). The request for qualifications (RFQ 26-003) (the RFQ) was publicly advertised on October 20, 2025. Statements of Qualifications (SOQs) were received by the deadline, including the Consultant's SOQ. The SOQs were publicly opened on December 15, 2025. An Evaluation Committee met publicly and reached consensus on the shortlist ranking. The City certified the short-listed firms, which included the Consultant, as qualified and authorized negotiation of the Agreement at a public meeting. The City has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the Consultant for the performance of professional consulting services.

8.2 CONSULTANT REPRESENTATIONS: The Consultant submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the City, with the knowledge that the City is relying on the proposal as an inducement for entering into this Agreement. The Consultant acknowledges that the City also relied upon the Consultant's representations identified in this Agreement as an inducement for entering into this Agreement.

The Consultant is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this Agreement and the professional qualifications of the Consultant was material inducement for the City to enter into this Agreement with the Consultant.

The Consultant, in representing the City, shall promote the best interest of the City and assume towards the City a responsible professional relationship consistent with mutual confidence and fair dealing between Consultant and the City.

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that is has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. Consultant represents that it has complied with the provision of section 287.055(6) of the Florida Statutes.

The Consultant currently has no potential or actual conflict of interest with respect to providing professional services to the City. The Consultant agrees to notify the City in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the City. The Consultant agrees that it will not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The Consultant acknowledges that the City, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the Consultant acknowledges that the City often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the Consultant pursuant to any duly executed Work Authorization will be in conformance with any and all grant or funding agreements.

9.0 PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

10.0 REMEDIES

Should the Consultant violate or breach any term of the Agreement, the City may take any administrative, contractual, or legal remedies available to it at law. Notwithstanding any other provision of this Agreement, the City may terminate the Agreement immediately upon any such violation or breach. This provision supplements any other remedies provided for in the Agreement. In the event of conflict, this provision governs.

11.0 TERMINATION FOR CAUSE

The City may terminate this Agreement with cause at any time immediately upon written notice to Consultant if: (a) Consultant fails to fulfill or abide by any of the terms or conditions specified in this Agreement; (b) Consultant fails to perform in the manner called for in this Agreement or as directed by the City; or (c) Consultant does not provide services in accordance with the requirements of the specifications in this Agreement or any Work Authorization. In its sole discretion, the City may allow Consultant an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to Consultant shall state the time period in which cure is permitted and other appropriate conditions, if applicable. This provision supplements any other termination provisions provided for in the Agreement. In the event of conflict, this provision governs.

12.0 TERMINATION FOR CONVENIENCE

Either the City or the Consultant may terminate the Agreement at any time by giving written

notice to the other of such termination and specifying the effective date of such termination at least thirty (30) days before said termination date. If the Agreement is terminated by the City as provided in this Paragraph, the Consultant will be paid for services rendered through the date of termination.

13.0 PAYMENT WHEN SERVICES ARE TERMINATED

In the event of termination of this Agreement by the City, and not due to the fault of the Consultant, the City will compensate the Consultant for all authorized services performed prior to the effective date of termination.

In the event of termination of this Agreement due to the fault of the Consultant, or at the written request of the Consultant, the City will compensate the Consultant for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments will be subject to an offset for any damages incurred by the City resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the City in the event of breach by the Consultant.

14.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment. This Agreement will be administered and interpreted under the laws of the State of Florida.

15.0 INDEPENDENT CONSULTANT

Nothing contained in this Agreement shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained in this Agreement, not any act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts. Consultant shall employ personnel as necessary and proper to carry out the terms and conditions of this Agreement. Consultant acknowledges and agrees that such personnel shall not (i) be considered City employees; (ii) have any authority to act as the City's agent; or (iii) receive any payment or benefit directly from the City.

16.0 INSURANCE

The Consultant shall maintain such insurance as specified in in General Conditions, Paragraph 38 - Insurance Requirements, of RFQ 26-003 to protect the City from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under

this Agreement. Certificates of such insurance must be provided to the City prior to the City issuing a Purchase Order or Work Authorization to the Consultant and will also be subject to its approval for adequacy of protection. The City must be named as an additional insured under all policies.

17.0 PROFESSIONAL LIABILITY

The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting services for the City pursuant to this Agreement or any particular Work Authorization will be liable in accordance with section 471.023(3) of the Florida Statutes.

18.0 INDEMNIFICATION

18.1 To the greatest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the Consultant, any sub-consultant or any other person or organization employed or utilized by Consultant to perform or furnish any of the services required under this Agreement, or anyone for whose acts any of them may be liable. This indemnity will include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification also includes claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public record violations incident to providing the services required under this Agreement. It is specifically understood and agreed that this indemnification provision does not cover or indemnify the City for its own negligence. This Indemnification provision will survive completion or termination of this Agreement.

18.2 Nothing in this Agreement will be interpreted as a waiver by the City of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28 of the Florida Statutes or any other statutes, and the City expressly reserves these rights to the fullest extent allowed by law. This provision will survive completion or termination of this Agreement.

19.0 PUBLIC RECORDS

The Consultant acknowledges that the portion of its books and records related to its contracting activities with the City may become subject to inspection and copying under the Florida Public Records Act. The Consultant agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The Consultant agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Consultant, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Consultant agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Consultant shall promptly provide the City with a copy of any request to inspect or copy public records that Consultant receives and a copy of the Consultant's response to each request. The Consultant understands and agrees that failure to provide access to the public records will be a material breach of the Agreement, its amendments, and Work Authorizations.

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

CITY CLERK, CITY OF TREASURE ISLAND
10451 GULF BOULEVARD
TREASURE ISLAND, FLORIDA 33706
PHONE: (727)-547-4575
FAX: (727)-547-4582
CITYCLERK@MYTREASUREISLAND.ORG

20.0 MISCELLANEOUS TERMS

20.1 Assignment. The City and the Consultant each bind themselves and their successors, legal representatives and assigns to the other party to this Agreement and to the partners,

successors, legal representatives and assigns of each other party, in respect to all covenants of this Agreement. The Consultant shall not assign or transfer its interest in this Agreement without written consent of the City.

20.2 Administration. The City authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the City and to make all managerial decisions on behalf of the City as they relate to the provisions of this Agreement. The City Manager will have the authority to transmit instructions, receive information, interpret and define the policy of the City and decisions pertinent to services covered by this Agreement. The City Manager has the right from time to time to designate such other employee of the City as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

20.3 Litigation. The services must be performed by the Consultant to the reasonable satisfaction of the City and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services under this Agreement and the character, quality, amount and value, which cannot be settled by mutual agreement of the Parties will be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement will be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above laying of venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Agreement.

20.4 Inspector General. The Consultant and any sub-consultants understand and will comply with section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to that section.

20.5 Notices. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. Mail, return receipt requested addressed to the following:

If to the City:
City of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33706
Attn: City Manager

If to Contractor:
EXP U.S. Transportation Services, Inc.
400 N. Tampa St., Unit 1015
Tampa, FL 33602
Attn: Jose Clavell, PE-Vice President

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

20.6 Conflict. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

20.7 Interpretation. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Agreement's contents and agree that this Agreement will not be construed more strongly against any party, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

20.8 Consideration. Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged under this Agreement, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

20.9 Authority. The Parties represent and warrant that each is authorized to enter into this Agreement without consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective party to the terms hereof.

20.10 Amendment. This Agreement may not be amended or modified except in writing, executed by the Parties.

20.11 Compliance with All Laws. The Consultant, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and City, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

20.12 Attorney's 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 will pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorneys' fees, as may be set by the Court.

20.13 No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third Parties, including but not limited to the general public constituents or citizens of the City, nor shall it be construed as enforceable by any third Parties.

20.14 Entire Agreement. This Agreement embodies the entire Agreement of the City and the Consultant. There are no promises, terms, conditions or allegations other than those contained in this Agreement, and this document will supersede all previous communications, representations, and/or agreements whether written or verbal between the Parties to this Agreement. In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Contract, the Parties specifically agree and understand that any such purchase order, memorandum, letter, or other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions, contained, whether printed or written, will in no way modify the covenants, terms, and provisions of this Agreement.

20.15 Waiver. Failure to insist upon strict compliance with any terms, covenants or conditions of the Agreement will not be deemed a waiver of such, nor will any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach. Any waiver, alteration or modification of any of the provisions of the Agreement,

or cancellation or replacement of this Agreement, will not be valid unless in writing and signed by the Parties.

20.16 Right to Suspend. The City reserves the right to suspend the rights granted to the Consultant under this Agreement immediately upon verbal or written notice if the City determines, in its sole and absolute discretion, that suspension is necessary to protect the public health, safety, or welfare. The suspension shall remain in effect until the City provides verbal or written notice that it has been lifted.

20.17 Non-Discrimination. Consultant shall not discriminate against anyone because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information, or other protected category.

20.18 Scrutinized Companies. By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Consultant certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) it does not have Business operations or is engaged in business in Cuba or Syria, and (e) it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the City may terminate this Agreement immediately for cause if: (1) Consultant is found to have submitted a false certification regarding (a) – (e) above in accordance with section 287.135(5), Florida Statutes, (2) Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is or has been engaged in Business operations in Cuba or Syria or a Boycott of Israel, or (3) Consultant is found to have been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran. Such termination shall be in addition to any and all remedies available to the City at law or in equity. The terms "Boycott of Israel" and "Business operations" used in this section are defined as in Section 287.135, Florida Statutes. The Lists referred to in this section are those Lists in and maintained pursuant to section 287.135, Florida Statutes.

20.19 No Affiliation with Foreign Countries of Concern. Pursuant to section 286.101, Florida Statutes, Consultant shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 ore more and such interest existed at any time or such contract or grant or gift was received or in force at any time during

the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Consultant's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Consultant represents that within one (1) year before proposing any contract to the City, Consultant provided a copy of such disclosure to the Florida Department of Financial Services.

20.20 E-Verify. Consultant shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Agreement. Consultant shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Consultant. Consultant may not enter into a contract with a subcontractor to perform work under this Agreement unless and until the subcontractor registers with and uses the E-Verify system. If Consultant enters into a contract with a subcontractor to perform work under this Agreement, Consultant must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant must maintain copies of all such affidavits for the duration of this Agreement. The City may terminate this Agreement for cause if the City determines that Consultant or Consultant's subcontractor has not complied with any applicable provision of sections 448.09 or 448.95, Florida Statutes, as may be amended. The City will terminate this Agreement for cause if the City has a good faith belief that the Consultant has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the City has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but the City determines that the Consultant otherwise complied with section 448.09(1), Florida Statutes, as may be amended, the City will notify the Consultant as such, and the Consultant must immediately terminate Consultant's contract with said subcontractor. If this Agreement is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this Agreement and may not be considered as such; (b) Consultant may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated; and, (c) Consultant is liable for any additional costs incurred by the City as a result of the termination of the Agreement.

20.21 No Issuance of Identification Documents. Consultant agrees that Consultant does not and will not, nor will it allow a subcontractor to, use any funds from the City for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.

20.22 Equal Opportunity Employer. The Consultant is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Consultant will further ensure that all subcontractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

20.23 Electronic Signatures. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

20.24 Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

20.25 Computation of Time. Any reference in this Agreement to time periods shall by computed by calendar days unless otherwise specified. In the computation thereof, any time period which ends on a Saturday, Sunday, or legal holiday shall extend to 5:00 p.m. of the next business day. The computations stated in this paragraph shall only apply to time periods referenced in this Agreement and shall not apply to any deadlines for which a date certain is provided.

20.26 Headings and Section References. The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Consultant have made and executed this Agreement on the date and year first above written.

WITNESSES:

_____
Signature

_____
Printed Name

CONSULTANT

EXP U.S. Transportation Services Inc.
Company Name

_____
Signature

Vice President, Transportation, US South
Title

Jose Clavell, PE
Printed Name

CITY OF TREASURE ISLAND, FLORIDA

_____
City Clerk

_____
Mayor

Approved as to form and sufficiency:

_____
City Attorney

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: EXP U.S. Services Inc.
Discipline: Civil

Annual Multiplier: (in %)			5.0%	5.0%	5.0%	5.0%	5.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Engineering Technician	$ 31.67	$ 95.01	$ 99.76	$ 104.75	$ 109.99	$ 115.49	$ 121.26
Secretary/Clerical	$ 33.50	$ 100.50	$ 105.53	$ 110.80	$ 116.34	$ 122.16	$ 128.27
Designer	$ 38.33	$ 114.99	$ 120.74	$ 126.78	$ 133.12	$ 139.77	$ 146.76
Engineering Intern	$ 43.33	$ 129.99	$ 136.49	$ 143.31	$ 150.48	$ 158.00	$ 165.90
Senior Designer	$ 50.00	$ 150.00	$ 157.50	$ 165.38	$ 173.64	$ 182.33	$ 191.44
Engineer 1	$ 55.00	$ 165.00	$ 173.25	$ 181.91	$ 191.01	$ 200.56	$ 210.59
Engineer 2	$ 60.00	$ 180.00	$ 189.00	$ 198.45	$ 208.37	$ 218.79	$ 229.73
Senior Engineer 1	$ 77.00	$ 231.00	$ 242.55	$ 254.68	$ 267.41	$ 280.78	$ 294.82
Senior Engineer 2	$ 83.00	$ 249.00	$ 261.45	$ 274.52	$ 288.25	$ 302.66	$ 317.79
Project Manager 1	$ 85.00	$ 255.00	$ 267.75	$ 281.14	$ 295.19	$ 309.95	$ 325.45
Project Manager 2	$ 90.00	$ 270.00	$ 283.50	$ 297.68	$ 312.56	$ 328.19	$ 344.60
Chief Engineer 1	$ 103.00	$ 309.00	$ 324.45	$ 340.67	$ 357.71	$ 375.59	$ 394.37
Principal Engineer	$ 120.00	$ 360.00	$ 378.00	$ 396.90	$ 416.75	$ 437.58	$ 459.46
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Overhead/Fringe multiplier:** 3.00

DocuSigned by:
Jose Clavell, PE
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Signature

Vice President, Transportation, US South
Title

Jose Clavell, PE
Printed Name

1/30/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: EXP U.S. Services Inc.
Discipline: Structural

Annual Multiplier: (in %)			5.0%	5.0%	5.0%	5.0%	5.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Engineering Intern	$ 45.00	$ 135.00	$ 141.75	$ 148.84	$ 156.28	$ 164.09	$ 172.30
Engineering Intern	$ 45.00	$ 135.00	$ 141.75	$ 148.84	$ 156.28	$ 164.09	$ 172.30
Engineer 1	$ 48.00	$ 144.00	$ 151.20	$ 158.76	$ 166.70	$ 175.03	$ 183.78
Engineer 2	$ 59.00	$ 177.00	$ 185.85	$ 195.14	$ 204.90	$ 215.14	$ 225.90
Senior Engineer 1	$ 66.66	$ 199.98	$ 209.98	$ 220.48	$ 231.50	$ 243.08	$ 255.23
Senior Engineer 2	$ 72.00	$ 216.00	$ 226.80	$ 238.14	$ 250.05	$ 262.55	$ 275.68
Chief Engineer 1	$ 103.00	$ 309.00	$ 324.45	$ 340.67	$ 357.71	$ 375.59	$ 394.37
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Overhead/Fringe multiplier:** 3.00

DocuSigned by:
Jose Clavell, PE
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Signature

Vice President, Transportation, US South
Title

Jose Clavell, PE
Printed Name

1/30/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: EXP U.S. Services Inc.
Discipline: Electrical

Annual Multiplier: (in %)			5.0%	5.0%	5.0%	5.0%	5.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Engineering Technician	$ 31.67	$ 95.01	$ 99.76	$ 104.75	$ 109.99	$ 115.49	$ 121.26
Secretary/Clerical	$ 33.50	$ 100.50	$ 105.53	$ 110.80	$ 116.34	$ 122.16	$ 128.27
Designer	$ 38.33	$ 114.99	$ 120.74	$ 126.78	$ 133.12	$ 139.77	$ 146.76
Engineering Intern	$ 43.33	$ 129.99	$ 136.49	$ 143.31	$ 150.48	$ 158.00	$ 165.90
Senior Designer	$ 50.00	$ 150.00	$ 157.50	$ 165.38	$ 173.64	$ 182.33	$ 191.44
Engineer 1	$ 55.00	$ 165.00	$ 173.25	$ 181.91	$ 191.01	$ 200.56	$ 210.59
Engineer 2	$ 60.00	$ 180.00	$ 189.00	$ 198.45	$ 208.37	$ 218.79	$ 229.73
Senior Engineer 1	$ 77.00	$ 231.00	$ 242.55	$ 254.68	$ 267.41	$ 280.78	$ 294.82
Senior Engineer 2	$ 83.00	$ 249.00	$ 261.45	$ 274.52	$ 288.25	$ 302.66	$ 317.79
Project Manager 1	$ 75.00	$ 225.00	$ 236.25	$ 248.06	$ 260.47	$ 273.49	$ 287.16
Project Manager 2	$ 89.00	$ 267.00	$ 280.35	$ 294.37	$ 309.09	$ 324.54	$ 340.77
Chief Engineer 1	$ 103.00	$ 309.00	$ 324.45	$ 340.67	$ 357.71	$ 375.59	$ 394.37
Principal Engineer	$ 120.00	$ 360.00	$ 378.00	$ 396.90	$ 416.75	$ 437.58	$ 459.46
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Overhead/Fringe multiplier:** 3.00

DocuSigned by:
Jose Clavell, PE
C8A7452CF70C442...
Signature

Vice President, Transportation, US South
Title

Jose Clavell, PE
Printed Name

1/30/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: EXP U.S. Services Inc.
Discipline: Transportation

Annual Multiplier: (in %)			5.0%	5.0%	5.0%	5.0%	5.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Chief Engineer 1	$ 140.20	$ 420.60	$ 441.63	$ 463.71	$ 486.90	$ 511.24	$ 536.80
Chief Planner	$ 120.30	$ 360.90	$ 378.95	$ 397.89	$ 417.79	$ 438.68	$ 460.61
Community Outreach Specialist	$ 41.40	$ 124.20	$ 130.41	$ 136.93	$ 143.78	$ 150.97	$ 158.51
Community Outreach Specialist - J	$ 32.78	$ 98.34	$ 103.26	$ 108.42	$ 113.84	$ 119.53	$ 125.51
Community Outreach Specialist - S	$ 58.30	$ 174.90	$ 183.65	$ 192.83	$ 202.47	$ 212.59	$ 223.22
Engineer 1	$ 51.98	$ 155.94	$ 163.74	$ 171.92	$ 180.52	$ 189.55	$ 199.02
Engineering Intern	$ 40.87	$ 122.61	$ 128.74	$ 135.18	$ 141.94	$ 149.03	$ 156.48
GIS Specialist	$ 45.00	$ 135.00	$ 141.75	$ 148.84	$ 156.28	$ 164.09	$ 172.30
Graphic Designer	$ 47.00	$ 141.00	$ 148.05	$ 155.45	$ 163.23	$ 171.39	$ 179.96
Planner	$ 40.00	$ 120.00	$ 126.00	$ 132.30	$ 138.92	$ 145.86	$ 153.15
Project Planner	$ 61.30	$ 183.90	$ 193.10	$ 202.75	$ 212.89	$ 223.53	$ 234.71
Secretary/Clerical	$ 33.65	$ 100.95	$ 106.00	$ 111.30	$ 116.86	$ 122.71	$ 128.84
Senior Computer Programmer	$ 62.00	$ 186.00	$ 195.30	$ 205.07	$ 215.32	$ 226.08	$ 237.39
Senior Designer	$ 63.62	$ 190.86	$ 200.40	$ 210.42	$ 220.94	$ 231.99	$ 243.59
Senior Engineer 1	$ 95.30	$ 285.90	$ 300.20	$ 315.20	$ 330.96	$ 347.51	$ 364.89
Senior Engineer 2	$ 101.00	$ 303.00	$ 318.15	$ 334.06	$ 350.76	$ 368.30	$ 386.71
Senior Planner	$ 85.10	$ 255.30	$ 268.07	$ 281.47	$ 295.54	$ 310.32	$ 325.83
Transportation Data Analyst	$ 37.25	$ 111.75	$ 117.34	$ 123.20	$ 129.36	$ 135.83	$ 142.62
Transportation Data Scientist	$ 56.38	$ 169.14	$ 177.60	$ 186.48	$ 195.80	$ 205.59	$ 215.87
Transportation Data Technician	$ 28.00	$ 84.00	$ 88.20	$ 92.61	$ 97.24	$ 102.10	$ 107.21
CEI Senior Project Engineer	$ 113.07	$ 339.21	$ 356.17	$ 373.98	$ 392.68	$ 412.31	$ 432.93
CEI Project Administrator	$ 73.54	$ 220.62	$ 231.65	$ 243.23	$ 255.40	$ 268.16	$ 281.57
Contract Support Specialist	$ 51.36	$ 154.08	$ 161.78	$ 169.87	$ 178.37	$ 187.29	$ 196.65
CEI Senior Inspector	$ 42.62	$ 127.86	$ 134.25	$ 140.97	$ 148.01	$ 155.41	$ 163.19
CEI Inspector	$ 30.71	$ 92.13	$ 96.74	$ 101.57	$ 106.65	$ 111.98	$ 117.58

Overhead/Fringe multiplier:** 3.00

DocuSigned by:
Jose Clavell, PE
C8A7452CF70C442...
Signature

Vice President, Transportation, US South
Title

Jose Clavell, PE
Printed Name

1/30/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: EXP U.S. Services Inc.
Discipline: Environmental

Annual Multiplier: (in %)			5.0%	5.0%	5.0%	5.0%	5.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Resiliency Planner	$ 37.00	$ 111.00	$ 116.55	$ 122.38	$ 128.50	$ 134.92	$ 141.67
Senior Resiliency Planner	$ 75.00	$ 225.00	$ 236.25	$ 248.06	$ 260.47	$ 273.49	$ 287.16
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Overhead/Fringe multiplier:** 3.00

DocuSigned by:
Jose Clavell, PE
C8A7452CF70C442...
Signature

Vice President, Transportation, US South
Title

Jose Clavell, PE
Printed Name

1/30/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: EXP US Services Inc
Discipline: Architecture

Annual Multiplier: (in %)			5.0%	5.0%	5.0%	5.0%	5.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Architect Intern	$ 40.00	$ 120.00	$ 126.00	$ 132.30	$ 138.92	$ 145.86	$ 153.15
Project Architect	$ 68.00	$ 204.00	$ 214.20	$ 224.91	$ 236.16	$ 247.96	$ 260.36
Architect	$ 75.00	$ 225.00	$ 236.25	$ 248.06	$ 260.47	$ 273.49	$ 287.16
Senior Architect	$ 85.00	$ 255.00	$ 267.75	$ 281.14	$ 295.19	$ 309.95	$ 325.45
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Overhead/Fringe multiplier:** 3.00

DocuSigned by:
Jose Clavell, PE
C8A7452CF70C442...
Signature

Vice President, Transportation, US South
Title

Jose Clavell, PE
Printed Name

1/30/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: EXP U.S. Services Inc.

Discipline: Landscape Architecture

Annual Multiplier: (in %)			5.0%	5.0%	5.0%	5.0%	5.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Landscape Architect Intern	$ 34.00	$ 102.00	$ 107.10	$ 112.46	$ 118.08	$ 123.98	$ 130.18
Landscape Designer	$ 48.00	$ 144.00	$ 151.20	$ 158.76	$ 166.70	$ 175.03	$ 183.78
Landscape Architect	$ 55.00	$ 165.00	$ 173.25	$ 181.91	$ 191.01	$ 200.56	$ 210.59
Senior Landscape Architect	$ 67.00	$ 201.00	$ 211.05	$ 221.60	$ 232.68	$ 244.32	$ 256.53
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Overhead/Fringe multiplier:** 3.00

DocuSigned by:
Jose Clavell, PE
C8A7452CF70C442...

Signature

Vice President, Transportation, US South

Title

Jose Clavell, PE

Printed Name

1/30/2026

Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Artemis Consulting Collective Inc.

Discipline: Environmental

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal	$ 62.63	$ 192.90	$ 198.69	$ 204.65	$ 210.79	$ 217.11	$ 223.62
Chief Scientist	$ 55.00	$ 169.40	$ 174.48	$ 179.72	$ 185.11	$ 190.66	$ 196.38
Senior Environmental Specialist	$ 50.08	$ 154.25	$ 158.87	$ 163.64	$ 168.55	$ 173.61	$ 178.81
Senior Scientist	$ 42.26	$ 130.16	$ 134.07	$ 138.09	$ 142.23	$ 146.50	$ 150.89
Environmental Scientist	$ 29.12	$ 89.69	$ 92.38	$ 95.15	$ 98.01	$ 100.95	$ 103.97
Admin	$ 37.70	$ 116.12	$ 119.60	$ 123.19	$ 126.88	$ 130.69	$ 134.61
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Overhead/Fringe multiplier:** 3.08

Cynthia Grizzle

Signature

President

Title

Cynthia Grizzle

Printed Name

1/27/2026

Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.

** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Coastal Technology Corporation
Discipline: Coastal

Annual Multiplier: (in %)			5.0%	5.0%	5.0%	5.0%	5.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal Engineer	$ 75.00	$ 236.25	$ 248.06	$ 260.47	$ 273.49	$ 287.16	$ 301.52
Sr. Coastal Engineer/Sr. PM	$ 71.00	$ 223.65	$ 234.83	$ 246.57	$ 258.90	$ 271.85	$ 285.44
Project Manager	$ 51.00	$ 160.65	$ 168.68	$ 177.12	$ 185.97	$ 195.27	$ 205.03
Engineer III	$ 46.00	$ 144.90	$ 152.15	$ 159.75	$ 167.74	$ 176.13	$ 184.93
Engineer III	$ 43.00	$ 135.45	$ 142.22	$ 149.33	$ 156.80	$ 164.64	$ 172.87
Engineer I	$ 38.00	$ 119.70	$ 125.69	$ 131.97	$ 138.57	$ 145.50	$ 152.77
Senior Permit Specialist	$ 46.00	$ 144.90	$ 152.15	$ 159.75	$ 167.74	$ 176.13	$ 184.93
Senior Coastal Ecologist	$ 40.00	$ 126.00	$ 132.30	$ 138.92	$ 145.86	$ 153.15	$ 160.81
Coastal Management Specialist	$ 40.00	$ 126.00	$ 132.30	$ 138.92	$ 145.86	$ 153.15	$ 160.81
Permit Specialist/CADD	$ 36.50	$ 114.98	$ 120.72	$ 126.76	$ 133.10	$ 139.75	$ 146.74
Clerical	$ 25.00	$ 78.75	$ 82.69	$ 86.82	$ 91.16	$ 95.72	$ 100.51
Student Intern	$ 20.00	$ 63.00	$ 66.15	$ 69.46	$ 72.93	$ 76.58	$ 80.41
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Overhead/Fringe multiplier:** 3.15

Charles Fontaine III

Signature

Vice President

Title

Charles T. Fontaine III

Printed Name

1/30/2026

Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: DCCM Infrastructure, Inc

Discipline: Transportation

Annual Multiplier: (in %)			4.0%	4.0%	4.0%	4.0%	4.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal	$ 120.00	$ 396.00	$ 411.84	$ 428.31	$ 445.45	$ 463.26	$ 481.79
Senior Associate/ Quality Manage	$ 96.71	$ 319.14	$ 331.91	$ 345.19	$ 358.99	$ 373.35	$ 388.29
Engineer V/VI	$ 90.37	$ 298.22	$ 310.15	$ 322.56	$ 335.46	$ 348.88	$ 362.83
Engineer III/IV	$ 70.93	$ 234.07	$ 243.43	$ 253.17	$ 263.30	$ 273.83	$ 284.78
Engineer I/II	$ 54.41	$ 179.55	$ 186.74	$ 194.20	$ 201.97	$ 210.05	$ 218.45
EIT	$ 41.50	$ 136.95	$ 142.43	$ 148.13	$ 154.05	$ 160.21	$ 166.62
Jr Engineer Tech	$ 29.00	$ 95.70	$ 99.53	$ 103.51	$ 107.65	$ 111.96	$ 116.43
Engineer Tech	$ 40.00	$ 132.00	$ 137.28	$ 142.77	$ 148.48	$ 154.42	$ 160.60
Senior Engineer Tech	$ 63.60	$ 209.88	$ 218.28	$ 227.01	$ 236.09	$ 245.53	$ 255.35
Project Administration	$ 44.50	$ 146.85	$ 152.72	$ 158.83	$ 165.19	$ 171.79	$ 178.67
Admin/ Clerical	$ 29.00	$ 95.70	$ 99.53	$ 103.51	$ 107.65	$ 111.96	$ 116.43
Senior Planner	$ 87.98	$ 290.33	$ 301.95	$ 314.03	$ 326.59	$ 339.65	$ 353.24
Planner III	$ 71.11	$ 234.66	$ 244.05	$ 253.81	$ 263.96	$ 274.52	$ 285.50
Planner II	$ 57.20	$ 188.76	$ 196.31	$ 204.16	$ 212.33	$ 220.82	$ 229.66
Planner I	$ 41.24	$ 136.09	$ 141.54	$ 147.20	$ 153.08	$ 159.21	$ 165.58
Senior Modeler	$ 89.94	$ 296.80	$ 308.67	$ 321.02	$ 333.86	$ 347.22	$ 361.11
Travel Demand Modeler III	$ 56.71	$ 187.14	$ 194.63	$ 202.41	$ 210.51	$ 218.93	$ 227.69
Travel Demand Modeler II	$ 49.75	$ 164.18	$ 170.74	$ 177.57	$ 184.67	$ 192.06	$ 199.74
Travel Demand Modeler I	$ 39.63	$ 130.78	$ 136.01	$ 141.45	$ 147.11	$ 152.99	$ 159.11
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Overhead/Fringe multiplier:** 3.30



Signature

Executive Vice President

Title

Chad Wood, PE, PTOE

Printed Name

1/29/226

Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.

** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: GHMR Landscape Architecture
Discipline: Landscape Architecture

Annual Multiplier: (in %)			5.0%	5.0%	5.0%	5.0%	5.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Sr. Project Manager	$ 75.00	$ 225.00	$ 236.25	$ 248.06	$ 260.47	$ 273.49	$ 287.16
Project Manager	$ 65.00	$ 195.00	$ 204.75	$ 214.99	$ 225.74	$ 237.02	$ 248.87
RLA	$ 50.00	$ 150.00	$ 157.50	$ 165.38	$ 173.64	$ 182.33	$ 191.44
Production Lead	$ 35.00	$ 105.00	$ 110.25	$ 115.76	$ 121.55	$ 127.63	$ 134.01
Designer	$ 40.00	$ 120.00	$ 126.00	$ 132.30	$ 138.92	$ 145.86	$ 153.15
ISA Aborist	$ 55.00	$ 165.00	$ 173.25	$ 181.91	$ 191.01	$ 200.56	$ 210.59
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Overhead/Fringe multiplier:** 3.00

Grace Harrison
Signature

President
Title

Grace Harrison
Printed Name

1-28-2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Madrid Engineering Group, Inc. d/b/a Madrid CFTL

Discipline: Geotechnical

Annual Multiplier: (in %)			2.5%	2.5%	2.5%	2.5%	2.5%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal Engineer	$ 84.13	$ 260.80	$ 267.32	$ 274.01	$ 280.86	$ 287.88	$ 295.07
Chief Engineer 1	$ 105.77	$ 327.89	$ 336.08	$ 344.49	$ 353.10	$ 361.93	$ 370.97
MAT Senior Engineering Technicia	$ 35.25	$ 109.28	$ 112.01	$ 114.81	$ 117.68	$ 120.62	$ 123.63
MAT Project Manager	$ 49.52	$ 153.51	$ 157.35	$ 161.28	$ 165.32	$ 169.45	$ 173.68
MAT Senior Asphalt Plant Inspecto	$ 37.00	$ 114.70	$ 117.57	$ 120.51	$ 123.52	$ 126.61	$ 129.77
MAT Asphalt plant Inspector	$ 28.67	$ 88.88	$ 91.10	$ 93.38	$ 95.71	$ 98.10	$ 100.56
MAT Engineering Technician	$ 25.75	$ 79.83	$ 81.82	$ 83.87	$ 85.96	$ 88.11	$ 90.31
MAT Engineer Intern	$ 36.06	$ 111.79	$ 114.58	$ 117.45	$ 120.38	$ 123.39	$ 126.48
MAT Senior Engineer	$ 67.31	$ 208.66	$ 213.88	$ 219.22	$ 224.71	$ 230.32	$ 236.08
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Overhead/Fringe multiplier:** 3.10

Signature

Vice President

Title

John Delashaw

Printed Name

1/28/2026

Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.

** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Nadic Engineering Services Inc.
Discipline: Geotechnical

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal / Expert Witness	$ 101.15	$ 302.44	$ 311.51	$ 320.86	$ 330.48	$ 340.40	$ 350.61
Sr. Engineer	$ 86.16	$ 257.62	$ 265.35	$ 273.31	$ 281.51	$ 289.95	$ 298.65
Project Engineer	$ 76.80	$ 229.63	$ 236.52	$ 243.62	$ 250.93	$ 258.45	$ 266.21
Staff Engineer	$ 56.81	$ 169.86	$ 174.96	$ 180.21	$ 185.61	$ 191.18	$ 196.92
Engineering Assistant	$ 36.67	$ 109.64	$ 112.93	$ 116.32	$ 119.81	$ 123.40	$ 127.11
Sr. Technician	$ 35.21	$ 105.28	$ 108.44	$ 111.69	$ 115.04	$ 118.49	$ 122.05
Technician	$ 28.80	$ 86.11	$ 88.70	$ 91.36	$ 94.10	$ 96.92	$ 99.83
Draftsman	$ 35.28	$ 105.49	$ 108.65	$ 111.91	$ 115.27	$ 118.73	$ 122.29
Clerical	$ 25.54	$ 76.36	$ 78.66	$ 81.02	$ 83.45	$ 85.95	$ 88.53
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Overhead/Fringe multiplier:** 2.99

Signature

President
Title

Eze Nnadi
Printed Name

1/29/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: SAM, Surveying and Mapping, LLC

Discipline: Surveying

Annual Multiplier: (in %)			4.0%	4.0%	4.0%	4.0%	4.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Department Manager	$ 108.17	$ 389.41	$ 404.99	$ 421.19	$ 438.04	$ 455.56	$ 473.78
Senior Project Manager	$ 76.16	$ 274.18	$ 285.14	$ 296.55	$ 308.41	$ 320.75	$ 333.58
Project Manager	$ 69.71	$ 250.96	$ 260.99	$ 271.43	$ 282.29	$ 293.58	$ 305.33
Project Coordinator	$ 43.22	$ 155.59	$ 161.82	$ 168.29	$ 175.02	$ 182.02	$ 189.30
OfficeTechnician III /CAD Tech.	$ 40.69	$ 146.48	$ 152.34	$ 158.44	$ 164.77	$ 171.37	$ 178.22
Admin Coordinator	$ 25.50	$ 91.80	$ 95.47	$ 99.29	$ 103.26	$ 107.39	$ 111.69
Field Operations Manager	$ 40.87	$ 147.13	$ 153.02	$ 159.14	$ 165.50	$ 172.12	$ 179.01
Field Tech III/Crew Chief	$ 30.32	$ 109.15	$ 113.52	$ 118.06	$ 122.78	$ 127.69	$ 132.80
Field Tech II/Instrument Operator	$ 22.58	$ 81.29	$ 84.54	$ 87.92	$ 91.44	$ 95.10	$ 98.90
Field Tech I/Rod Person	$ 19.00	$ 68.40	$ 71.14	$ 73.98	$ 76.94	$ 80.02	$ 83.22
Project Manager SUE	$ 70.00	$ 252.00	$ 262.08	$ 272.56	$ 283.47	$ 294.80	$ 306.60
SUE Field Tech III/Crew Chief	$ 31.00	$ 111.60	$ 116.06	$ 120.71	$ 125.53	$ 130.56	$ 135.78
Aerial Director	$ 100.53	$ 361.91	$ 376.38	$ 391.44	$ 407.10	$ 423.38	$ 440.32
Aerial Senior Project Manger	$ 57.02	$ 205.27	$ 213.48	$ 222.02	$ 230.90	$ 240.14	$ 249.74
Aerial Project Manger	$ 39.02	$ 140.47	$ 146.09	$ 151.93	$ 158.01	$ 164.33	$ 170.91
Aircraft Pilot	$ 67.22	$ 241.99	$ 251.67	$ 261.74	$ 272.21	$ 283.10	$ 294.42
Aerial Technician III /CAD Tech.	$ 31.05	$ 111.78	$ 116.25	$ 120.90	$ 125.74	$ 130.77	$ 136.00
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Overhead/Fringe multiplier:** 3.60

Signature

Operations Manager

Title

Jason Hill

Printed Name

1/29/2026

Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.

** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Volkert, Inc.
Discipline: Structural

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Chief Engineer	$ 120.65	$ 328.17	$ 338.01	$ 348.15	$ 358.60	$ 369.36	$ 380.44
Senior Engineer 2	$ 102.99	$ 280.13	$ 288.54	$ 297.19	$ 306.11	$ 315.29	$ 324.75
Senior Engineer 1	$ 90.13	$ 245.15	$ 252.51	$ 260.08	$ 267.89	$ 275.92	$ 284.20
Engineer 1	$ 73.80	$ 200.74	$ 206.76	$ 212.96	$ 219.35	$ 225.93	$ 232.71
Engineer 2	$ 77.15	$ 209.85	$ 216.14	$ 222.63	$ 229.31	$ 236.19	$ 243.27
Engineer Intern	$ 46.68	$ 126.97	$ 130.78	$ 134.70	$ 138.74	$ 142.91	$ 147.19
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Overhead/Fringe multiplier:** 2.72

Michael Sampson
Signature

CFO
Title

Michael Sampson
Printed Name

1-29-26
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Volkert,Inc.
Discipline: Civil

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Chief Engineer	$ 120.65	$ 328.17	$ 338.01	$ 348.15	$ 358.60	$ 369.36	$ 380.44
Senior Engineer 2	$ 102.99	$ 280.13	$ 288.54	$ 297.19	$ 306.11	$ 315.29	$ 324.75
Senior Engineer 1	$ 90.13	$ 245.15	$ 252.51	$ 260.08	$ 267.89	$ 275.92	$ 284.20
Engineer 1	$ 73.80	$ 200.74	$ 206.76	$ 212.96	$ 219.35	$ 225.93	$ 232.71
Engineer 2	$ 77.15	$ 209.85	$ 216.14	$ 222.63	$ 229.31	$ 236.19	$ 243.27
Engineer Intern	$ 46.68	$ 126.97	$ 130.78	$ 134.70	$ 138.74	$ 142.91	$ 147.19
Chief Planner	$ 88.31	$ 240.20	$ 247.41	$ 254.83	$ 262.48	$ 270.35	$ 278.46
Planner	$ 36.29	$ 98.71	$ 101.67	$ 104.72	$ 107.86	$ 111.10	$ 114.43
Senior Planner	$ 65.35	$ 177.75	$ 183.08	$ 188.58	$ 194.23	$ 200.06	$ 206.06
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Overhead/Fringe multiplier:** 2.72

Michael Sampson
Signature

CFO
Title

Michael Sampson
Printed Name

1-29-26
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Volkert, Inc.
Discipline: Transportation

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Chief Engineer	$ 120.65	$ 328.17	$ 338.01	$ 348.15	$ 358.60	$ 369.36	$ 380.44
Senior Engineer 2	$ 102.99	$ 280.13	$ 288.54	$ 297.19	$ 306.11	$ 315.29	$ 324.75
Senior Engineer 1	$ 90.13	$ 245.15	$ 252.51	$ 260.08	$ 267.89	$ 275.92	$ 284.20
Engineer 1	$ 73.80	$ 200.74	$ 206.76	$ 212.96	$ 219.35	$ 225.93	$ 232.71
Engineer 2	$ 77.15	$ 209.85	$ 216.14	$ 222.63	$ 229.31	$ 236.19	$ 243.27
Engineer Intern	$ 46.68	$ 126.97	$ 130.78	$ 134.70	$ 138.74	$ 142.91	$ 147.19
Chief Planner	$ 88.31	$ 240.20	$ 247.41	$ 254.83	$ 262.48	$ 270.35	$ 278.46
Planner	$ 36.29	$ 98.71	$ 101.67	$ 104.72	$ 107.86	$ 111.10	$ 114.43
Senior Planner	$ 65.35	$ 177.75	$ 183.08	$ 188.58	$ 194.23	$ 200.06	$ 206.06
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Overhead/Fringe multiplier:** 2.72

Michael Sampson
Signature

CFO
Title

Michael Sampson
Printed Name

1-29-26
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

CONTRACT BETWEEN THE CITY OF TREASURE ISLAND AND
Halff Associates, Inc.

PERTAINING TO GENERAL CONSULTING SERVICES RFQ 26-003
AGREEMENT FOR PROFESSIONAL SERVICES -
DISCIPLINE: General Consulting Services: Civil Engineering, Structural Engineering, Electrical Engineering, Transportation Engineering, Environmental Engineering, Coastal Engineering, Geotechnical Engineering, Architecture, Landscape Architecture, Surveying

This Agreement is made and entered into on the 17th day of February, 2026, by and between the City of Treasure Island, Florida (City) and Halff Associates, Inc. (Consultant) (collectively the "Parties").

WITNESSETH:

WHEREAS, the City desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement; and

WHEREAS, the City selected the Consultant in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the Consultant in a Statement for Qualifications dated December 15, 2025.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement (also referred to as "Contract") consists of this document including any and all attachments, the Request for Qualifications (RFQ 26-003), required Documents for RFQ 26-003, and Consultant's proposal submitted in response to RFQ 26-003 on or before December 15, 2025, as if all components were set forth in this Agreement verbatim. In the event of a conflict between the terms and conditions provided in this document including the attachments and the RFQ or proposal, the provisions in this document will prevail. No amendment will be effective until and unless reduced to writing and executed by the Parties.

2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of Consultant to the City will be that of a professional consultant, and Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

Consultant has the discretion, subject to the requirement that it perform the services required under this Agreement competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant is fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by the Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, sub-consultants, suppliers, experts, or other persons or organizations retained or utilized by Consultant for the services required under this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the City. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as provided in this agreement contemplated. Furthermore, Consultant is responsible for paying all income and employment taxes, and the City will not be responsible for collecting and paying withholding, FUTA, FICA and any other state or federal taxes.

Consultant shall perform all services in accordance with generally accepted professional standards. Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind must conform to and be in compliance with, and Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.0 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the Consultant to work with and for the City to provide General Consulting Services within discipline(s):
Civil, Structural, Electrical, Transportation, Environmental, Coastal, Geotechnical, Architecture, Landscape Architecture, Surveying.

3.2 The documents will be prepared in sequence under individual work orders.

3.3 The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind shall conform to and be in compliance with, and the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.4 The Consultant's services under this Agreement will be provided under Work Authorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.

3.5 The Consultant shall maintain an adequate and competent staff of professionally qualified personnel available to the City for the purpose of rendering the required engineering and/or architectural services under this Agreement and must diligently execute the work to meet the completion time established in Work Authorization. The Consultant will not sublet, assign or transfer work under this Agreement to another associated firm, a subcontractor or a sub-consultant without the prior written consent of the City. The Consultant will require all associated firm-type firms, subcontractors and sub-consultants to adhere to the terms of this Agreement and the utilization of any such associated firm-type firm, subcontractor or sub-consultant by the Consultant will not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Agreement or any duly executed work authorizations.

3.6 The City reserves the right to enter into contracts with other consulting firms for similar services. The Consultant will, when directed to do so by the City, coordinate and work with other consulting firms retained by the City.

3.7 At all times during the performance of any of the services required under this Agreement, Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

4.1 There is no guarantee of work under this Agreement. Consultant shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization constitutes written notice to proceed.

4.2 If Consultant's services called for under any Work Authorization are delayed for reasons beyond the Consultant's control, the time of performance will be adjusted as appropriate.

4.3 It is the intent of the Parties that this Agreement continue in force until five (5) years from the date of initiation, with the option of the City to provide up to one two-year extension, subject to the provisions for termination contained in this Agreement. Assignments that are in progress at the Agreement termination date will be completed by the Consultant unless specifically terminated by the City.

4.4 Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.

4.5 If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

4.6 Each Work Authorization may establish the following:

a) A title for the project and/or Work Authorization number;

b) A general description of the purpose of the work;

c) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;

d) The scope items to which a lump sum fee applies and the total compensation that will be paid to the Consultant by the City for completion of the project services;

e) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;

f) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;

g) Description of deliverables;

h) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;

i) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;

j) A designated person to act on the Consultant's behalf on all matters concerning the Work Authorization;

k) The contract manager designated by the City; and

l) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 PROFESSIONAL SERVICES/CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Contract are within the scopes of practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Section 287.055 of the Florida Statutes applies to this Contract.

6.0 GENERAL CONSIDERATIONS

6.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and must be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Contract in whole or in part. The City acknowledges that such documents are not intended or represented to be suitable for use by the City or others for purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk without liability or legal exposure to the Consultant.

6.2 The Consultant will provide expert witnesses, if required by the City, to testify in connection with any suit at law. A supplemental agreement will be negotiated between the City and the Consultant describing the services desired and will provide a basis for compensation to the Consultant.

6.3 Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in any documents provided.

6.4 The Consultant agrees not to engage the services of any person or persons in the employ of the City to an allied capacity, on either a full or part-time basis, on the date of the signing of this Agreement, or during its term.

6.5 Key personnel assigned to City projects by the Consultant may not be removed from the projects until alternate personnel acceptable to the City are approved in writing by the City. Key personnel are identified as: Project Manager and technical experts.

6.6 The Consultant shall attach a brief status report on the project(s) with each request for payment.

6.7 The Consultant warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and

employees are duly registered as professional engineers in the State of Florida. The Consultant recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the Consultant is working for the residents of the City of Treasure Island, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the Consultant shall in all of its relationships with the City pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.0 COMPENSATION

7.1 The Consultant will be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of Consultant's invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit "B". The amount of compensation paid to the Consultant will in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the City to the Consultant will be limited to the extent set forth in section 112.061 of the Florida Statutes.

7.2 Except as may be addressed in the initiating Work Authorization, the compensation for services will be invoiced by the Consultant and paid by the City once each month. Such invoices will be due and payable upon receipt.

7.3 The Consultant agrees to allow full and open inspection of payroll records and expenditures in connection with hourly rate and cost plus fixed fee work assignments upon request of the City. Recognizing that the City is a public entity, the Consultant shall provide all of the necessary documents and records to the City, and to any independent auditor of the City upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the City paying said compensation and expenses.

7.4 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forgo use of Consultant for any project which may fall within the Scope of Services listed in this Agreement.

8.0 REPRESENTATIONS

8.1 **CITY REPRESENTATIONS:** The City conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in

accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). The request for qualifications (RFQ 26-003) (the RFQ) was publicly advertised on October 20, 2025. Statements of Qualifications (SOQs) were received by the deadline, including the Consultant's SOQ. The SOQs were publicly opened on December 15, 2025. An Evaluation Committee met publicly and reached consensus on the shortlist ranking. The City certified the short-listed firms, which included the Consultant, as qualified and authorized negotiation of the Agreement at a public meeting. The City has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the Consultant for the performance of professional consulting services.

8.2 CONSULTANT REPRESENTATIONS: The Consultant submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the City, with the knowledge that the City is relying on the proposal as an inducement for entering into this Agreement. The Consultant acknowledges that the City also relied upon the Consultant's representations identified in this Agreement as an inducement for entering into this Agreement.

The Consultant is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this Agreement and the professional qualifications of the Consultant was material inducement for the City to enter into this Agreement with the Consultant.

The Consultant, in representing the City, shall promote the best interest of the City and assume towards the City a responsible professional relationship consistent with mutual confidence and fair dealing between Consultant and the City.

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that is has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. Consultant represents that it has complied with the provision of section 287.055(6) of the Florida Statutes.

The Consultant currently has no potential or actual conflict of interest with respect to providing professional services to the City. The Consultant agrees to notify the City in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the City. The Consultant agrees that it will not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The Consultant acknowledges that the City, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the Consultant acknowledges that the City often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the Consultant pursuant to any duly executed Work Authorization will be in conformance with any and all grant or funding agreements.

9.0 PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

10.0 REMEDIES

Should the Consultant violate or breach any term of the Agreement, the City may take any administrative, contractual, or legal remedies available to it at law. Notwithstanding any other provision of this Agreement, the City may terminate the Agreement immediately upon any such violation or breach. This provision supplements any other remedies provided for in the Agreement. In the event of conflict, this provision governs.

11.0 TERMINATION FOR CAUSE

The City may terminate this Agreement with cause at any time immediately upon written notice to Consultant if: (a) Consultant fails to fulfill or abide by any of the terms or conditions specified in this Agreement; (b) Consultant fails to perform in the manner called for in this Agreement or as directed by the City; or (c) Consultant does not provide services in accordance with the requirements of the specifications in this Agreement or any Work Authorization. In its sole discretion, the City may allow Consultant an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to Consultant shall state the time period in which cure is permitted and other appropriate conditions, if applicable. This provision supplements any other termination provisions provided for in the Agreement. In the event of conflict, this provision governs.

12.0 TERMINATION FOR CONVENIENCE

Either the City or the Consultant may terminate the Agreement at any time by giving written

notice to the other of such termination and specifying the effective date of such termination at least thirty (30) days before said termination date. If the Agreement is terminated by the City as provided in this Paragraph, the Consultant will be paid for services rendered through the date of termination.

13.0 PAYMENT WHEN SERVICES ARE TERMINATED

In the event of termination of this Agreement by the City, and not due to the fault of the Consultant, the City will compensate the Consultant for all authorized services performed prior to the effective date of termination.

In the event of termination of this Agreement due to the fault of the Consultant, or at the written request of the Consultant, the City will compensate the Consultant for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments will be subject to an offset for any damages incurred by the City resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the City in the event of breach by the Consultant.

14.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment. This Agreement will be administered and interpreted under the laws of the State of Florida.

15.0 INDEPENDENT CONSULTANT

Nothing contained in this Agreement shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained in this Agreement, not any act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts. Consultant shall employ personnel as necessary and proper to carry out the terms and conditions of this Agreement. Consultant acknowledges and agrees that such personnel shall not (i) be considered City employees; (ii) have any authority to act as the City's agent; or (iii) receive any payment or benefit directly from the City.

16.0 INSURANCE

The Consultant shall maintain such insurance as specified in in General Conditions, Paragraph 38 - Insurance Requirements, of RFQ 26-003 to protect the City from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under

this Agreement. Certificates of such insurance must be provided to the City prior to the City issuing a Purchase Order or Work Authorization to the Consultant and will also be subject to its approval for adequacy of protection. The City must be named as an additional insured under all policies.

17.0 PROFESSIONAL LIABILITY

The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting services for the City pursuant to this Agreement or any particular Work Authorization will be liable in accordance with section 471.023(3) of the Florida Statutes.

18.0 INDEMNIFICATION

18.1 To the greatest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the Consultant, any sub-consultant or any other person or organization employed or utilized by Consultant to perform or furnish any of the services required under this Agreement, or anyone for whose acts any of them may be liable. This indemnity will include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification also includes claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public record violations incident to providing the services required under this Agreement. It is specifically understood and agreed that this indemnification provision does not cover or indemnify the City for its own negligence. This Indemnification provision will survive completion or termination of this Agreement.

18.2 Nothing in this Agreement will be interpreted as a waiver by the City of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28 of the Florida Statutes or any other statutes, and the City expressly reserves these rights to the fullest extent allowed by law. This provision will survive completion or termination of this Agreement.

19.0 PUBLIC RECORDS

The Consultant acknowledges that the portion of its books and records related to its contracting activities with the City may become subject to inspection and copying under the Florida Public Records Act. The Consultant agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The Consultant agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Consultant, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Consultant agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Consultant shall promptly provide the City with a copy of any request to inspect or copy public records that Consultant receives and a copy of the Consultant's response to each request. The Consultant understands and agrees that failure to provide access to the public records will be a material breach of the Agreement, its amendments, and Work Authorizations.

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

CITY CLERK, CITY OF TREASURE ISLAND
10451 GULF BOULEVARD
TREASURE ISLAND, FLORIDA 33706
PHONE: (727)-547-4575
FAX: (727)-547-4582
CITYCLERK@MYTREASUREISLAND.ORG

20.0 MISCELLANEOUS TERMS

20.1 Assignment. The City and the Consultant each bind themselves and their successors, legal representatives and assigns to the other party to this Agreement and to the partners,

successors, legal representatives and assigns of each other party, in respect to all covenants of this Agreement. The Consultant shall not assign or transfer its interest in this Agreement without written consent of the City.

20.2 Administration. The City authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the City and to make all managerial decisions on behalf of the City as they relate to the provisions of this Agreement. The City Manager will have the authority to transmit instructions, receive information, interpret and define the policy of the City and decisions pertinent to services covered by this Agreement. The City Manager has the right from time to time to designate such other employee of the City as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

20.3 Litigation. The services must be performed by the Consultant to the reasonable satisfaction of the City and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services under this Agreement and the character, quality, amount and value, which cannot be settled by mutual agreement of the Parties will be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement will be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above laying of venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Agreement.

20.4 Inspector General. The Consultant and any sub-consultants understand and will comply with section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to that section.

20.5 Notices. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. Mail, return receipt requested addressed to the following:

If to the City:
City of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33706
Attn: City Manager

If to Contractor:
Half Associates, Inc.
1000 N. Ashley Dr., Suite 900
Tampa, FL 33602
Attn: Brandyn D. Littleton

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

20.6 Conflict. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

20.7 Interpretation. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Agreement's contents and agree that this Agreement will not be construed more strongly against any party, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

20.8 Consideration. Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged under this Agreement, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

20.9 Authority. The Parties represent and warrant that each is authorized to enter into this Agreement without consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective party to the terms hereof.

20.10 Amendment. This Agreement may not be amended or modified except in writing, executed by the Parties.

20.11 Compliance with All Laws. The Consultant, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and City, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

20.12 Attorney's 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 will pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorneys' fees, as may be set by the Court.

20.13 No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third Parties, including but not limited to the general public constituents or citizens of the City, nor shall it be construed as enforceable by any third Parties.

20.14 Entire Agreement. This Agreement embodies the entire Agreement of the City and the Consultant. There are no promises, terms, conditions or allegations other than those contained in this Agreement, and this document will supersede all previous communications, representations, and/or agreements whether written or verbal between the Parties to this Agreement. In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Contract, the Parties specifically agree and understand that any such purchase order, memorandum, letter, or other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions, contained, whether printed or written, will in no way modify the covenants, terms, and provisions of this Agreement.

20.15 Waiver. Failure to insist upon strict compliance with any terms, covenants or conditions of the Agreement will not be deemed a waiver of such, nor will any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach. Any waiver, alteration or modification of any of the provisions of the Agreement,

or cancellation or replacement of this Agreement, will not be valid unless in writing and signed by the Parties.

20.16 Right to Suspend. The City reserves the right to suspend the rights granted to the Consultant under this Agreement immediately upon verbal or written notice if the City determines, in its sole and absolute discretion, that suspension is necessary to protect the public health, safety, or welfare. The suspension shall remain in effect until the City provides verbal or written notice that it has been lifted.

20.17 Non-Discrimination. Consultant shall not discriminate against anyone because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information, or other protected category.

20.18 Scrutinized Companies. By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Consultant certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) it does not have Business operations or is engaged in business in Cuba or Syria, and (e) it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the City may terminate this Agreement immediately for cause if: (1) Consultant is found to have submitted a false certification regarding (a) – (e) above in accordance with section 287.135(5), Florida Statutes, (2) Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is or has been engaged in Business operations in Cuba or Syria or a Boycott of Israel, or (3) Consultant is found to have been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran. Such termination shall be in addition to any and all remedies available to the City at law or in equity. The terms "Boycott of Israel" and "Business operations" used in this section are defined as in Section 287.135, Florida Statutes. The Lists referred to in this section are those Lists in and maintained pursuant to section 287.135, Florida Statutes.

20.19 No Affiliation with Foreign Countries of Concern. Pursuant to section 286.101, Florida Statutes, Consultant shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 ore more and such interest existed at any time or such contract or grant or gift was received or in force at any time during

20.21 No Issuance of Identification Documents. Consultant agrees that Consultant does not and will not, nor will it allow a subcontractor to, use any funds from the City for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.

20.22 Equal Opportunity Employer. The Consultant is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Consultant will further ensure that all subcontractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

20.23 Electronic Signatures. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

20.24 Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

20.25 Computation of Time. Any reference in this Agreement to time periods shall by computed by calendar days unless otherwise specified. In the computation thereof, any time period which ends on a Saturday, Sunday, or legal holiday shall extend to 5:00 p.m. of the next business day. The computations stated in this paragraph shall only apply to time periods referenced in this Agreement and shall not apply to any deadlines for which a date certain is provided.

20.26 Headings and Section References. The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

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IN WITNESS WHEREOF, the City and Consultant have made and executed this Agreement on the date and year first above written.

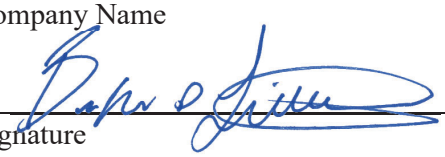
WITNESSES:

_____
Signature

_____
Printed Name

CONSULTANT

Halff Associates, Inc.
Company Name


Signature

Vice President
Title

Brandyn Littleton
Printed Name

CITY OF TREASURE ISLAND, FLORIDA

_____
City Clerk

_____
Mayor

Approved as to form and sufficiency:

_____
City Attorney

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Halff

Discipline: Civil

Annual Multiplier: (in %)			5.0%	5.0%	5.0%	5.0%	5.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Engineer I	$ 36.54	$ 126.06	$ 132.37	$ 138.98	$ 145.93	$ 153.23	$ 160.89
Engineer II	$ 41.97	$ 144.80	$ 152.04	$ 159.64	$ 167.62	$ 176.00	$ 184.80
Engineer III	$ 60.10	$ 207.35	$ 217.71	$ 228.60	$ 240.03	$ 252.03	$ 264.63
Engineer IV	$ 87.98	$ 303.53	$ 318.71	$ 334.64	$ 351.38	$ 368.94	$ 387.39
Engineer V	$ 100.96	$ 348.31	$ 365.73	$ 384.01	$ 403.21	$ 423.38	$ 444.54
Engineer Intern	$ 23.00	$ 79.35	$ 83.32	$ 87.48	$ 91.86	$ 96.45	$ 101.27
Administrative Assistant II	$ 26.75	$ 92.29	$ 96.90	$ 101.75	$ 106.83	$ 112.18	$ 117.78
Administrative Assistant III	$ 37.00	$ 127.65	$ 134.03	$ 140.73	$ 147.77	$ 155.16	$ 162.92
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Overhead/Fringe multiplier:** 3.45

Signature

Vice President

Title

Brandyn Littleton

Printed Name

1/30/2026

Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Biller Reinhart Engineering Group, Inc.
Discipline: Structural

Annual Multiplier: (in %)			5.0%	5.0%	5.0%	5.0%	5.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal, P.E.	$ 115.65	$ 340.00	$ 357.00	$ 374.85	$ 393.59	$ 413.27	$ 433.93
Senior Project Manager, P.E.	$ 69.73	$ 205.00	$ 215.25	$ 226.01	$ 237.31	$ 249.18	$ 261.64
Threshold Special Inspector, P.E.	$ 64.63	$ 190.00	$ 199.50	$ 209.47	$ 219.95	$ 230.94	$ 242.49
Senior Structural Engineer, P.E.	$ 64.63	$ 190.00	$ 199.50	$ 209.47	$ 219.95	$ 230.94	$ 242.49
Project Manager, E.I.	$ 59.53	$ 175.00	$ 183.75	$ 192.94	$ 202.59	$ 212.72	$ 223.35
Project Engineer, E.I.	$ 52.72	$ 155.00	$ 162.75	$ 170.88	$ 179.43	$ 188.40	$ 197.82
Senior Engineering Technician	$ 49.32	$ 145.00	$ 152.25	$ 159.86	$ 167.86	$ 176.25	$ 185.06
Threshold Special Insp. Auth. Rep.	$ 45.92	$ 135.00	$ 141.75	$ 148.84	$ 156.28	$ 164.09	$ 172.30
Engineering Technician	$ 45.92	$ 135.00	$ 141.75	$ 148.84	$ 156.28	$ 164.09	$ 172.30
CAD Technician	$ 42.52	$ 125.00	$ 131.25	$ 137.81	$ 144.70	$ 151.94	$ 159.54
Financial Coordinator	$ 40.82	$ 120.00	$ 126.00	$ 132.30	$ 138.91	$ 145.86	$ 153.15
Administration	$ 27.21	$ 80.00	$ 84.00	$ 88.20	$ 92.61	$ 97.24	$ 102.10
Intern/Engineering Assistant	$ 15.31	$ 45.00	$ 47.25	$ 49.61	$ 52.09	$ 54.70	$ 57.43
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Overhead/Fringe multiplier:** 2.94

Signature

Vice President
Title

Brandyn Littleton
Printed Name

1/30/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Electric Services, Inc.
Discipline: Electrical

Annual Multiplier: (in %)			5.0%	5.0%	5.0%	5.0%	5.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Engineer	$ 53.33	$ 183.99	$ 193.19	$ 202.85	$ 212.99	$ 223.64	$ 234.82
CADD	$ 26.50	$ 91.43	$ 96.00	$ 100.80	$ 105.84	$ 111.13	$ 116.68
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Overhead/Fringe multiplier:** 3.45

Signature

Vice President
Title

Brandyn Littleton
Printed Name

1/30/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Halff

Discipline: Transportation

Annual Multiplier: (in %)			5.0%	5.0%	5.0%	5.0%	5.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Engineer I	$ 36.54	$ 126.06	$ 132.37	$ 138.98	$ 145.93	$ 153.23	$ 160.89
Engineer II	$ 41.97	$ 144.80	$ 152.04	$ 159.64	$ 167.62	$ 176.00	$ 184.80
Engineer III	$ 60.10	$ 207.35	$ 217.71	$ 228.60	$ 240.03	$ 252.03	$ 264.63
Engineer IV	$ 87.98	$ 303.53	$ 318.71	$ 334.64	$ 351.38	$ 368.94	$ 387.39
Engineer V	$ 100.96	$ 348.31	$ 365.73	$ 384.01	$ 403.21	$ 423.38	$ 444.54
Engineer Intern	$ 23.00	$ 79.35	$ 83.32	$ 87.48	$ 91.86	$ 96.45	$ 101.27
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Overhead/Fringe multiplier:** 3.45

Signature

Vice President

Title

Brandyn Littleton

Printed Name

1/30/2026

Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Halff

Discipline: Environmental

Annual Multiplier: (in %)			5.0%	5.0%	5.0%	5.0%	5.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Scientist I	$ 28.84	$ 99.50	$ 104.47	$ 109.70	$ 115.18	$ 120.94	$ 126.99
Scientist II	$ 32.69	$ 112.78	$ 118.42	$ 124.34	$ 130.56	$ 137.09	$ 143.94
Scientist III	$ 48.78	$ 168.29	$ 176.71	$ 185.54	$ 194.82	$ 204.56	$ 214.79
Scientist IV	$ 73.56	$ 253.78	$ 266.47	$ 279.79	$ 293.78	$ 308.47	$ 323.90
Scientist V	$ 95.67	$ 330.06	$ 346.56	$ 363.89	$ 382.09	$ 401.19	$ 421.25
Specialist II - GIS	$ 38.88	$ 134.14	$ 140.84	$ 147.88	$ 155.28	$ 163.04	$ 171.20
Engineer I	$ 36.54	$ 126.06	$ 132.37	$ 138.98	$ 145.93	$ 153.23	$ 160.89
Engineer II	$ 41.97	$ 144.80	$ 152.04	$ 159.64	$ 167.62	$ 176.00	$ 184.80
Engineer III	$ 60.10	$ 207.35	$ 217.71	$ 228.60	$ 240.03	$ 252.03	$ 264.63
Engineer IV	$ 87.98	$ 303.53	$ 318.71	$ 334.64	$ 351.38	$ 368.94	$ 387.39
Engineer V	$ 100.96	$ 348.31	$ 365.73	$ 384.01	$ 403.21	$ 423.38	$ 444.54
Engineer Intern	$ 23.00	$ 79.35	$ 83.32	$ 87.48	$ 91.86	$ 96.45	$ 101.27
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Overhead/Fringe multiplier:** 3.45

Signature

Vice President
Title

Brandyn Littleton
Printed Name

1/30/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Halff & Moffatt & Nichol
Discipline: Coastal

Annual Multiplier: (in %)			5.0%	5.0%	5.0%	5.0%	5.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
CADD	$ 43.87	$ 151.35	$ 158.92	$ 166.87	$ 175.21	$ 183.97	$ 193.17
Designer	$ 46.96	$ 162.00	$ 170.10	$ 178.61	$ 187.54	$ 196.91	$ 206.76
Engineer	$ 39.42	$ 136.00	$ 142.80	$ 149.94	$ 157.44	$ 165.31	$ 173.57
Marine Structural Engineer	$ 60.65	$ 209.24	$ 219.70	$ 230.69	$ 242.22	$ 254.34	$ 267.05
Coastal Engineer	$ 65.25	$ 225.11	$ 236.37	$ 248.19	$ 260.60	$ 273.63	$ 287.31
Principal Engineer	$ 104.06	$ 359.00	$ 376.95	$ 395.80	$ 415.59	$ 436.37	$ 458.19
Senior Coastal Engineer	$ 90.65	$ 312.74	$ 328.38	$ 344.80	$ 362.04	$ 380.14	$ 399.15
Senior Marine Structural Eng	$ 91.45	$ 315.50	$ 331.28	$ 347.84	$ 365.23	$ 383.50	$ 402.67
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Scientist I	$ 28.84	$ 99.50	$ 104.47	$ 109.70	$ 115.18	$ 120.94	$ 126.99
Scientist II	$ 32.69	$ 112.78	$ 118.42	$ 124.34	$ 130.56	$ 137.09	$ 143.94
Scientist III	$ 48.78	$ 168.29	$ 176.71	$ 185.54	$ 194.82	$ 204.56	$ 214.79
Scientist IV	$ 73.56	$ 253.78	$ 266.47	$ 279.79	$ 293.78	$ 308.47	$ 323.90
Scientist V	$ 95.67	$ 330.06	$ 346.56	$ 363.89	$ 382.09	$ 401.19	$ 421.25
Specialist II - GIS	$ 38.88	$ 134.14	$ 140.84	$ 147.88	$ 155.28	$ 163.04	$ 171.20
Engineer I	$ 36.54	$ 126.06	$ 132.37	$ 138.98	$ 145.93	$ 153.23	$ 160.89
Engineer II	$ 41.97	$ 144.80	$ 152.04	$ 159.64	$ 167.62	$ 176.00	$ 184.80
Engineer III	$ 60.10	$ 207.35	$ 217.71	$ 228.60	$ 240.03	$ 252.03	$ 264.63
Engineer IV	$ 87.98	$ 303.53	$ 318.71	$ 334.64	$ 351.38	$ 368.94	$ 387.39
Engineer V	$ 100.96	$ 348.31	$ 365.73	$ 384.01	$ 403.21	$ 423.38	$ 444.54
Engineer Intern	$ 23.00	$ 79.35	$ 83.32	$ 87.48	$ 91.86	$ 96.45	$ 101.27
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Overhead/Fringe multiplier:** 3.45

Signature

Vice President
Title

Brandyn Littleton
Printed Name

1/30/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: AREHNA Engineering, Inc.
Discipline: Geotechnical

Annual Multiplier: (in %)			5.0%	5.0%	5.0%	5.0%	5.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal Engineer	$ 80.00	$ 248.00	$ 260.40	$ 273.42	$ 287.09	$ 301.45	$ 316.52
Chief Engineer	$ 68.00	$ 210.80	$ 221.34	$ 232.41	$ 244.03	$ 256.23	$ 269.04
Senior Engineer	$ 75.00	$ 232.50	$ 244.13	$ 256.33	$ 269.15	$ 282.61	$ 296.74
Engineer	$ 57.00	$ 176.70	$ 185.54	$ 194.81	$ 204.55	$ 214.78	$ 225.52
Professional Geologist	$ 45.00	$ 139.50	$ 146.48	$ 153.80	$ 161.49	$ 169.56	$ 178.04
Engineering Intern	$ 36.06	$ 111.79	$ 117.38	$ 123.24	$ 129.41	$ 135.88	$ 142.67
CADD/Computer Technician	$ 35.00	$ 108.50	$ 113.93	$ 119.62	$ 125.60	$ 131.88	$ 138.48
Senior Inspector	$ 36.00	$ 111.60	$ 117.18	$ 123.04	$ 129.19	$ 135.65	$ 142.43
Senior Engineering Technician	$ 34.00	$ 105.40	$ 110.67	$ 116.20	$ 122.01	$ 128.11	$ 134.52
Inspector	$ 27.00	$ 83.70	$ 87.89	$ 92.28	$ 96.89	$ 101.74	$ 106.82
Engineering Technician	$ 23.00	$ 71.30	$ 74.87	$ 78.61	$ 82.54	$ 86.67	$ 91.00
Technical Secretary	$ 27.00	$ 83.70	$ 87.89	$ 92.28	$ 96.89	$ 101.74	$ 106.82
Secretary/Clerical	$ 23.00	$ 71.30	$ 74.87	$ 78.61	$ 82.54	$ 86.67	$ 91.00
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Overhead/Fringe multiplier:** 3.10

Signature

Vice President
Title

Brandyn Littleton
Printed Name

1/30/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: FG+M | Vinco

Discipline: Architecture

Annual Multiplier: (in %)			5.0%	5.0%	5.0%	5.0%	5.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Lead Architect	$ 91.34	$ 264.89	$ 278.13	$ 292.04	$ 306.64	$ 321.97	$ 338.07
Principal (MEP)	$ 70.00	$ 203.00	$ 213.15	$ 223.81	$ 235.00	$ 246.75	$ 259.09
Senior Project manager (MEP)	$ 50.00	$ 145.00	$ 152.25	$ 159.86	$ 167.86	$ 176.25	$ 185.06
Senior Engineer (MEP)	$ 45.00	$ 130.50	$ 137.03	$ 143.88	$ 151.07	$ 158.62	$ 166.55
Engineer (MEP)	$ 37.00	$ 107.30	$ 112.67	$ 118.30	$ 124.21	$ 130.42	$ 136.95
CADD Technician (MEP)	$ 27.00	$ 78.30	$ 82.22	$ 86.33	$ 90.64	$ 95.17	$ 99.93
Administrative Assistant (MEP)	$ 23.00	$ 66.70	$ 70.04	$ 73.54	$ 77.21	$ 81.07	$ 85.13
Construction Administration (MEP)	$ 37.00	$ 107.30	$ 112.67	$ 118.30	$ 124.21	$ 130.42	$ 136.95
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Overhead/Fringe multiplier:** 2.90

Signature

Vice President

Title

Brandyn Littleton

Printed Name

1/30/2026

Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.

** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Halff

Discipline: Landscape Architecture

Annual Multiplier: (in %)			5.0%	5.0%	5.0%	5.0%	5.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
LA/Planner I	$ 34.13	$ 117.75	$ 123.64	$ 129.82	$ 136.31	$ 143.12	$ 150.28
LA/Planner II	$ 38.70	$ 133.52	$ 140.19	$ 147.20	$ 154.56	$ 162.29	$ 170.40
LA/Planner III	$ 44.71	$ 154.25	$ 161.96	$ 170.06	$ 178.56	$ 187.49	$ 196.87
LA/Planner IV	$ 65.38	$ 225.56	$ 236.84	$ 248.68	$ 261.12	$ 274.17	$ 287.88
LA/Planner V	$ 76.92	$ 265.37	$ 278.64	$ 292.57	$ 307.20	$ 322.56	$ 338.69
LA/Planner Intern	$ 23.00	$ 79.35	$ 83.32	$ 87.48	$ 91.86	$ 96.45	$ 101.27
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Overhead/Fringe multiplier:** 3.45

Signature

Vice President

Title

Brandyn Littleton

Printed Name

1/30/2026

Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.

** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Halff | SAM, Surveying and Mapping, LLC
Discipline: Surveying

Annual Multiplier: (in %)			5.0%	5.0%	5.0%	5.0%	5.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
SUE Field Tech I	$ 23.00	$ 82.80	$ 86.94	$ 91.29	$ 95.85	$ 100.64	$ 105.68
SUE Field Tech II	$ 25.00	$ 90.00	$ 94.50	$ 99.23	$ 104.19	$ 109.40	$ 114.87
SUE Field Tech III	$ 37.00	$ 133.20	$ 139.86	$ 146.85	$ 154.20	$ 161.91	$ 170.00
SUE Field Tech IV	$ 38.00	$ 136.80	$ 143.64	$ 150.82	$ 158.36	$ 166.28	$ 174.60
SUE Field Tech V	$ 56.01	$ 201.64	$ 211.72	$ 222.30	$ 233.42	$ 245.09	$ 257.34
Department Manager (SURVEY)	$ 108.17	$ 389.41	$ 408.88	$ 429.33	$ 450.79	$ 473.33	$ 497.00
Senior Project Manager (SURVEY)	$ 76.16	$ 274.18	$ 287.88	$ 302.28	$ 317.39	$ 333.26	$ 349.93
Project Manager (SURVEY)	$ 69.71	$ 250.96	$ 263.50	$ 276.68	$ 290.51	$ 305.04	$ 320.29
Project Coordinator (SURVEY)	$ 43.22	$ 155.59	$ 163.37	$ 171.54	$ 180.12	$ 189.12	$ 198.58
OfficeTechnician III /CAD Tech. (S	$ 40.69	$ 146.48	$ 153.81	$ 161.50	$ 169.57	$ 178.05	$ 186.95
Admin Coordinator (SURVEY)	$ 25.50	$ 91.80	$ 96.39	$ 101.21	$ 106.27	$ 111.58	$ 117.16
Field Operations Manager (SURVE	$ 40.87	$ 147.13	$ 154.49	$ 162.21	$ 170.32	$ 178.84	$ 187.78
Field Tech III/Crew Chief (SURVEY	$ 30.32	$ 109.15	$ 114.61	$ 120.34	$ 126.36	$ 132.67	$ 139.31
Field Tech II/Instrument Operator (	$ 22.58	$ 81.29	$ 85.35	$ 89.62	$ 94.10	$ 98.81	$ 103.75
Field Tech I/Rod Person (SURVEY	$ 19.00	$ 68.40	$ 71.82	$ 75.41	$ 79.18	$ 83.14	$ 87.30
Project Manager SUE	$ 70.00	$ 252.00	$ 264.60	$ 277.83	$ 291.72	$ 306.31	$ 321.62
SUE Field Tech III/Crew Chief (SU	$ 31.00	$ 111.60	$ 117.18	$ 123.04	$ 129.19	$ 135.65	$ 142.43
Aerial Director (SURVEY)	$ 100.53	$ 361.91	$ 380.00	$ 399.00	$ 418.95	$ 439.90	$ 461.90
Aerial Senior Project Manger (SUR	$ 57.02	$ 205.27	$ 215.54	$ 226.31	$ 237.63	$ 249.51	$ 261.98
Aerial Project Manger (SURVEY)	$ 39.02	$ 140.47	$ 147.50	$ 154.87	$ 162.61	$ 170.74	$ 179.28
Aircraft Pilot (SURVEY)	$ 67.22	$ 241.99	$ 254.09	$ 266.80	$ 280.14	$ 294.14	$ 308.85
Aerial Technician III /CAD Tech. (S	$ 31.05	$ 111.78	$ 117.37	$ 123.24	$ 129.40	$ 135.87	$ 142.66
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Overhead/Fringe multiplier:** 3.60

Signature

Vice President
Title

Brandyn Littleton
Printed Name

1/30/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

CONTRACT BETWEEN THE CITY OF TREASURE ISLAND AND
Kimley-Horn and Associates, Inc.
PERTAINING TO GENERAL CONSULTING SERVICES RFQ 26-003
AGREEMENT FOR PROFESSIONAL SERVICES
- DISCIPLINE: 1, 2, 3, 4, 5, 6, 9

This Agreement is made and entered into on the 17th day of February, 2026, by and between the City of Treasure Island, Florida (City) and Kimley-Horn and Associates, Inc. (Consultant) (collectively the "Parties").

WITNESSETH:

WHEREAS, the City desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement; and

WHEREAS, the City selected the Consultant in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the Consultant in a Statement for Qualifications dated December 15, 2025.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement (also referred to as "Contract") consists of this document including any and all attachments, the Request for Qualifications (RFQ 26-003), required Documents for RFQ 26-003, and Consultant's proposal submitted in response to RFQ 26-003 on or before December 15, 2025, as if all components were set forth in this Agreement verbatim. In the event of a conflict between the terms and conditions provided in this document including the attachments and the RFQ or proposal, the provisions in this document will prevail. No amendment will be effective until and unless reduced to writing and executed by the Parties.

2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of Consultant to the City will be that of a professional consultant, and Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

Consultant has the discretion, subject to the requirement that it perform the services required under this Agreement competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant is fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by the Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, sub-consultants, suppliers, experts, or other persons or organizations retained or utilized by Consultant for the services required under this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the City. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as provided in this agreement contemplated. Furthermore, Consultant is responsible for paying all income and employment taxes, and the City will not be responsible for collecting and paying withholding, FUTA, FICA and any other state or federal taxes.

Consultant shall perform all services in accordance with generally accepted professional standards. Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind must conform to and be in compliance with, and Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.0 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the Consultant to work with and for the City to provide General Consulting Services within discipline(s):
Civil, Structural, Electrical, Transportation, Environmental, Coastal, Landscape Architecture .

3.2 The documents will be prepared in sequence under individual work orders.

3.3 The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind shall conform to and be in compliance with, and the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.4 The Consultant's services under this Agreement will be provided under Work Authorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.

3.5 The Consultant shall maintain an adequate and competent staff of professionally qualified personnel available to the City for the purpose of rendering the required engineering and/or architectural services under this Agreement and must diligently execute the work to meet the completion time established in Work Authorization. The Consultant will not sublet, assign or transfer work under this Agreement to another associated firm, a subcontractor or a sub-consultant without the prior written consent of the City. The Consultant will require all associated firm-type firms, subcontractors and sub-consultants to adhere to the terms of this Agreement and the utilization of any such associated firm-type firm, subcontractor or sub-consultant by the Consultant will not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Agreement or any duly executed work authorizations.

3.6 The City reserves the right to enter into contracts with other consulting firms for similar services. The Consultant will, when directed to do so by the City, coordinate and work with other consulting firms retained by the City.

3.7 At all times during the performance of any of the services required under this Agreement, Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

4.1 There is no guarantee of work under this Agreement. Consultant shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization constitutes written notice to proceed.

4.2 If Consultant's services called for under any Work Authorization are delayed for reasons beyond the Consultant's control, the time of performance will be adjusted as appropriate.

4.3 It is the intent of the Parties that this Agreement continue in force until five (5) years from the date of initiation, with the option of the City to provide up to one two-year extension, subject to the provisions for termination contained in this Agreement. Assignments that are in progress at the Agreement termination date will be completed by the Consultant unless specifically terminated by the City.

4.4 Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.

4.5 If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

4.6 Each Work Authorization may establish the following:

a) A title for the project and/or Work Authorization number;

b) A general description of the purpose of the work;

c) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;

d) The scope items to which a lump sum fee applies and the total compensation that will be paid to the Consultant by the City for completion of the project services;

e) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;

f) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;

g) Description of deliverables;

h) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;

i) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;

j) A designated person to act on the Consultant's behalf on all matters concerning the Work Authorization;

k) The contract manager designated by the City; and

l) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 PROFESSIONAL SERVICES/CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Contract are within the scopes of practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Section 287.055 of the Florida Statutes applies to this Contract.

6.0 GENERAL CONSIDERATIONS

6.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and must be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Contract in whole or in part. The City acknowledges that such documents are not intended or represented to be suitable for use by the City or others for purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk without liability or legal exposure to the Consultant.

6.2 The Consultant will provide expert witnesses, if required by the City, to testify in connection with any suit at law. A supplemental agreement will be negotiated between the City and the Consultant describing the services desired and will provide a basis for compensation to the Consultant.

6.3 Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in any documents provided.

6.4 The Consultant agrees not to engage the services of any person or persons in the employ of the City to an allied capacity, on either a full or part-time basis, on the date of the signing of this Agreement, or during its term.

6.5 Key personnel assigned to City projects by the Consultant may not be removed from the projects until alternate personnel acceptable to the City are approved in writing by the City. Key personnel are identified as: Project Manager and technical experts.

6.6 The Consultant shall attach a brief status report on the project(s) with each request for payment.

6.7 The Consultant warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and

employees are duly registered as professional engineers in the State of Florida. The Consultant recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the Consultant is working for the residents of the City of Treasure Island, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the Consultant shall in all of its relationships with the City pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.0 COMPENSATION

7.1 The Consultant will be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of Consultant's invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit "B". The amount of compensation paid to the Consultant will in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the City to the Consultant will be limited to the extent set forth in section 112.061 of the Florida Statutes.

7.2 Except as may be addressed in the initiating Work Authorization, the compensation for services will be invoiced by the Consultant and paid by the City once each month. Such invoices will be due and payable upon receipt.

7.3 The Consultant agrees to allow full and open inspection of payroll records and expenditures in connection with hourly rate and cost plus fixed fee work assignments upon request of the City. Recognizing that the City is a public entity, the Consultant shall provide all of the necessary documents and records to the City, and to any independent auditor of the City upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the City paying said compensation and expenses.

7.4 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forgo use of Consultant for any project which may fall within the Scope of Services listed in this Agreement.

8.0 REPRESENTATIONS

8.1 **CITY REPRESENTATIONS:** The City conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in

accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). The request for qualifications (RFQ 26-003) (the RFQ) was publicly advertised on October 20, 2025. Statements of Qualifications (SOQs) were received by the deadline, including the Consultant's SOQ. The SOQs were publicly opened on December 15, 2025. An Evaluation Committee met publicly and reached consensus on the shortlist ranking. The City certified the short-listed firms, which included the Consultant, as qualified and authorized negotiation of the Agreement at a public meeting. The City has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the Consultant for the performance of professional consulting services.

8.2 CONSULTANT REPRESENTATIONS: The Consultant submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the City, with the knowledge that the City is relying on the proposal as an inducement for entering into this Agreement. The Consultant acknowledges that the City also relied upon the Consultant's representations identified in this Agreement as an inducement for entering into this Agreement.

The Consultant is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this Agreement and the professional qualifications of the Consultant was material inducement for the City to enter into this Agreement with the Consultant.

The Consultant, in representing the City, shall promote the best interest of the City and assume towards the City a responsible professional relationship consistent with mutual confidence and fair dealing between Consultant and the City.

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that is has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. Consultant represents that it has complied with the provision of section 287.055(6) of the Florida Statutes.

The Consultant currently has no potential or actual conflict of interest with respect to providing professional services to the City. The Consultant agrees to notify the City in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the City. The Consultant agrees that it will not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The Consultant acknowledges that the City, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the Consultant acknowledges that the City often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the Consultant pursuant to any duly executed Work Authorization will be in conformance with any and all grant or funding agreements.

9.0 PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

10.0 REMEDIES

Should the Consultant violate or breach any term of the Agreement, the City may take any administrative, contractual, or legal remedies available to it at law. Notwithstanding any other provision of this Agreement, the City may terminate the Agreement immediately upon any such violation or breach. This provision supplements any other remedies provided for in the Agreement. In the event of conflict, this provision governs.

11.0 TERMINATION FOR CAUSE

The City may terminate this Agreement with cause at any time immediately upon written notice to Consultant if: (a) Consultant fails to fulfill or abide by any of the terms or conditions specified in this Agreement; (b) Consultant fails to perform in the manner called for in this Agreement or as directed by the City; or (c) Consultant does not provide services in accordance with the requirements of the specifications in this Agreement or any Work Authorization. In its sole discretion, the City may allow Consultant an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to Consultant shall state the time period in which cure is permitted and other appropriate conditions, if applicable. This provision supplements any other termination provisions provided for in the Agreement. In the event of conflict, this provision governs.

12.0 TERMINATION FOR CONVENIENCE

Either the City or the Consultant may terminate the Agreement at any time by giving written

notice to the other of such termination and specifying the effective date of such termination at least thirty (30) days before said termination date. If the Agreement is terminated by the City as provided in this Paragraph, the Consultant will be paid for services rendered through the date of termination.

13.0 PAYMENT WHEN SERVICES ARE TERMINATED

In the event of termination of this Agreement by the City, and not due to the fault of the Consultant, the City will compensate the Consultant for all authorized services performed prior to the effective date of termination.

In the event of termination of this Agreement due to the fault of the Consultant, or at the written request of the Consultant, the City will compensate the Consultant for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments will be subject to an offset for any damages incurred by the City resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the City in the event of breach by the Consultant.

14.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment. This Agreement will be administered and interpreted under the laws of the State of Florida.

15.0 INDEPENDENT CONSULTANT

Nothing contained in this Agreement shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained in this Agreement, not any act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts. Consultant shall employ personnel as necessary and proper to carry out the terms and conditions of this Agreement. Consultant acknowledges and agrees that such personnel shall not (i) be considered City employees; (ii) have any authority to act as the City's agent; or (iii) receive any payment or benefit directly from the City.

16.0 INSURANCE

The Consultant shall maintain such insurance as specified in in General Conditions, Paragraph 38 - Insurance Requirements, of RFQ 26-003 to protect the City from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under

this Agreement. Certificates of such insurance must be provided to the City prior to the City issuing a Purchase Order or Work Authorization to the Consultant and will also be subject to its approval for adequacy of protection. The City must be named as an additional insured under all policies.

17.0 PROFESSIONAL LIABILITY

The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting services for the City pursuant to this Agreement or any particular Work Authorization will be liable in accordance with section 471.023(3) of the Florida Statutes.

18.0 INDEMNIFICATION

18.1 To the greatest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the Consultant, any sub-consultant or any other person or organization employed or utilized by Consultant to perform or furnish any of the services required under this Agreement, or anyone for whose acts any of them may be liable. This indemnity will include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification also includes claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public record violations incident to providing the services required under this Agreement. It is specifically understood and agreed that this indemnification provision does not cover or indemnify the City for its own negligence. This Indemnification provision will survive completion or termination of this Agreement.

18.2 Nothing in this Agreement will be interpreted as a waiver by the City of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28 of the Florida Statutes or any other statutes, and the City expressly reserves these rights to the fullest extent allowed by law. This provision will survive completion or termination of this Agreement.

19.0 PUBLIC RECORDS

The Consultant acknowledges that the portion of its books and records related to its contracting activities with the City may become subject to inspection and copying under the Florida Public Records Act. The Consultant agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The Consultant agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Consultant, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Consultant agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Consultant shall promptly provide the City with a copy of any request to inspect or copy public records that Consultant receives and a copy of the Consultant's response to each request. The Consultant understands and agrees that failure to provide access to the public records will be a material breach of the Agreement, its amendments, and Work Authorizations.

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

CITY CLERK, CITY OF TREASURE ISLAND
10451 GULF BOULEVARD
TREASURE ISLAND, FLORIDA 33706
PHONE: (727)-547-4575
FAX: (727)-547-4582
CITYCLERK@MYTREASUREISLAND.ORG

20.0 MISCELLANEOUS TERMS

20.1 Assignment. The City and the Consultant each bind themselves and their successors, legal representatives and assigns to the other party to this Agreement and to the partners,

successors, legal representatives and assigns of each other party, in respect to all covenants of this Agreement. The Consultant shall not assign or transfer its interest in this Agreement without written consent of the City.

20.2 Administration. The City authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the City and to make all managerial decisions on behalf of the City as they relate to the provisions of this Agreement. The City Manager will have the authority to transmit instructions, receive information, interpret and define the policy of the City and decisions pertinent to services covered by this Agreement. The City Manager has the right from time to time to designate such other employee of the City as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

20.3 Litigation. The services must be performed by the Consultant to the reasonable satisfaction of the City and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services under this Agreement and the character, quality, amount and value, which cannot be settled by mutual agreement of the Parties will be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement will be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above laying of venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Agreement.

20.4 Inspector General. The Consultant and any sub-consultants understand and will comply with section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to that section.

20.5 Notices. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. Mail, return receipt requested addressed to the following:

If to the City:
City of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33706
Attn: City Manager

If to Contractor:
Kimley-Horn and Associates, Inc.
200 Central Ave., Suite 600
St. Petersburg, FL 33701
Attn: Kyle Matheny
Jordan Walker

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

20.6 Conflict. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

20.7 Interpretation. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Agreement's contents and agree that this Agreement will not be construed more strongly against any party, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

20.8 Consideration. Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged under this Agreement, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

20.9 Authority. The Parties represent and warrant that each is authorized to enter into this Agreement without consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective party to the terms hereof.

20.10 Amendment. This Agreement may not be amended or modified except in writing, executed by the Parties.

20.11 Compliance with All Laws. The Consultant, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and City, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

20.12 Attorney's 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 will pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorneys' fees, as may be set by the Court.

20.13 No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third Parties, including but not limited to the general public constituents or citizens of the City, nor shall it be construed as enforceable by any third Parties.

20.14 Entire Agreement. This Agreement embodies the entire Agreement of the City and the Consultant. There are no promises, terms, conditions or allegations other than those contained in this Agreement, and this document will supersede all previous communications, representations, and/or agreements whether written or verbal between the Parties to this Agreement. In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Contract, the Parties specifically agree and understand that any such purchase order, memorandum, letter, or other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions, contained, whether printed or written, will in no way modify the covenants, terms, and provisions of this Agreement.

20.15 Waiver. Failure to insist upon strict compliance with any terms, covenants or conditions of the Agreement will not be deemed a waiver of such, nor will any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach. Any waiver, alteration or modification of any of the provisions of the Agreement,

or cancellation or replacement of this Agreement, will not be valid unless in writing and signed by the Parties.

20.16 Right to Suspend. The City reserves the right to suspend the rights granted to the Consultant under this Agreement immediately upon verbal or written notice if the City determines, in its sole and absolute discretion, that suspension is necessary to protect the public health, safety, or welfare. The suspension shall remain in effect until the City provides verbal or written notice that it has been lifted.

20.17 Non-Discrimination. Consultant shall not discriminate against anyone because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information, or other protected category.

20.18 Scrutinized Companies. By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Consultant certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) it does not have Business operations or is engaged in business in Cuba or Syria, and (e) it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the City may terminate this Agreement immediately for cause if: (1) Consultant is found to have submitted a false certification regarding (a) – (e) above in accordance with section 287.135(5), Florida Statutes, (2) Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is or has been engaged in Business operations in Cuba or Syria or a Boycott of Israel, or (3) Consultant is found to have been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran. Such termination shall be in addition to any and all remedies available to the City at law or in equity. The terms "Boycott of Israel" and "Business operations" used in this section are defined as in Section 287.135, Florida Statutes. The Lists referred to in this section are those Lists in and maintained pursuant to section 287.135, Florida Statutes.

20.19 No Affiliation with Foreign Countries of Concern. Pursuant to section 286.101, Florida Statutes, Consultant shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 ore more and such interest existed at any time or such contract or grant or gift was received or in force at any time during

the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Consultant's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Consultant represents that within one (1) year before proposing any contract to the City, Consultant provided a copy of such disclosure to the Florida Department of Financial Services.

20.20 E-Verify. Consultant shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Agreement. Consultant shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Consultant. Consultant may not enter into a contract with a subcontractor to perform work under this Agreement unless and until the subcontractor registers with and uses the E-Verify system. If Consultant enters into a contract with a subcontractor to perform work under this Agreement, Consultant must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant must maintain copies of all such affidavits for the duration of this Agreement. The City may terminate this Agreement for cause if the City determines that Consultant or Consultant's subcontractor has not complied with any applicable provision of sections 448.09 or 448.95, Florida Statutes, as may be amended. The City will terminate this Agreement for cause if the City has a good faith belief that the Consultant has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the City has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but the City determines that the Consultant otherwise complied with section 448.09(1), Florida Statutes, as may be amended, the City will notify the Consultant as such, and the Consultant must immediately terminate Consultant's contract with said subcontractor. If this Agreement is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this Agreement and may not be considered as such; (b) Consultant may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated; and, (c) Consultant is liable for any additional costs incurred by the City as a result of the termination of the Agreement.

20.21 No Issuance of Identification Documents. Consultant agrees that Consultant does not and will not, nor will it allow a subcontractor to, use any funds from the City for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.

20.22 Equal Opportunity Employer. The Consultant is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Consultant will further ensure that all subcontractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

20.23 Electronic Signatures. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

20.24 Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

20.25 Computation of Time. Any reference in this Agreement to time periods shall by computed by calendar days unless otherwise specified. In the computation thereof, any time period which ends on a Saturday, Sunday, or legal holiday shall extend to 5:00 p.m. of the next business day. The computations stated in this paragraph shall only apply to time periods referenced in this Agreement and shall not apply to any deadlines for which a date certain is provided.

20.26 Headings and Section References. The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

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IN WITNESS WHEREOF, the City and Consultant have made and executed this Agreement on the date and year first above written.

WITNESSES:

_____
Signature

_____
Printed Name

CONSULTANT

Kimley-Horn and Associates, Inc.
Company Name

Signature

Associate
Title

Jordan Walker, PE
Printed Name

CITY OF TREASURE ISLAND, FLORIDA

_____
City Clerk

_____
Mayor

Approved as to form and sufficiency:

_____
City Attorney

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Kimley-Horn and Associates, Inc.
Discipline: Civil

Annual Multiplier: (in %)			5.0%	5.0%	5.0%	5.0%	5.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal	$ 137.08	$ 452.40	$ 475.02	$ 498.77	$ 523.71	$ 549.90	$ 577.39
Senior Professional II	$ 117.66	$ 388.31	$ 407.73	$ 428.11	$ 449.52	$ 471.99	$ 495.59
Senior Professional I	$ 104.75	$ 345.70	$ 362.99	$ 381.14	$ 400.20	$ 420.21	$ 441.22
Senior Project Manager	$ 98.39	$ 324.71	$ 340.95	$ 358.00	$ 375.90	$ 394.69	$ 414.43
Project Manager	$ 79.07	$ 260.95	$ 274.00	$ 287.70	$ 302.09	$ 317.19	$ 333.05
Project Professional II	$ 87.81	$ 289.80	$ 304.29	$ 319.50	$ 335.48	$ 352.25	$ 369.86
Project Professional I	$ 73.15	$ 241.42	$ 253.49	$ 266.16	$ 279.47	$ 293.44	$ 308.11
Professional II	$ 57.25	$ 188.94	$ 198.39	$ 208.31	$ 218.72	$ 229.66	$ 241.14
Professional I	$ 49.71	$ 164.06	$ 172.26	$ 180.87	$ 189.92	$ 199.41	$ 209.38
Analyst III	$ 44.47	$ 146.76	$ 154.10	$ 161.81	$ 169.90	$ 178.39	$ 187.31
Analyst II	$ 41.64	$ 137.42	$ 144.29	$ 151.51	$ 159.08	$ 167.04	$ 175.39
Analyst I	$ 39.53	$ 130.46	$ 136.98	$ 143.83	$ 151.02	$ 158.57	$ 166.50
Senior Designer	$ 66.97	$ 221.02	$ 232.07	$ 243.67	$ 255.86	$ 268.65	$ 282.08
Designer	$ 55.37	$ 182.74	$ 191.87	$ 201.47	$ 211.54	$ 222.12	$ 233.22
CADD Technician	$ 40.00	$ 132.01	$ 138.61	$ 145.54	$ 152.82	$ 160.46	$ 168.48
Senior Admin / Tech Support	$ 65.90	$ 217.49	$ 228.36	$ 239.78	$ 251.77	$ 264.36	$ 277.58
Admin / Tech Support	$ 37.75	$ 124.59	$ 130.81	$ 137.36	$ 144.22	$ 151.43	$ 159.01
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Overhead/Fringe multiplier:** 3.30

Signature

ASSOCIATE
Title

JORDAN WALKER, P.E.
Printed Name

1-29-26
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Kimley-Horn and Associates, Inc.
Discipline: Structural

Annual Multiplier: (in %)			5.0%	5.0%	5.0%	5.0%	5.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal	$ 137.08	$ 452.40	$ 475.02	$ 498.77	$ 523.71	$ 549.90	$ 577.39
Senior Professional II	$ 117.66	$ 388.31	$ 407.73	$ 428.11	$ 449.52	$ 471.99	$ 495.59
Senior Professional I	$ 104.75	$ 345.70	$ 362.99	$ 381.14	$ 400.20	$ 420.21	$ 441.22
Senior Project Manager	$ 98.39	$ 324.71	$ 340.95	$ 358.00	$ 375.90	$ 394.69	$ 414.43
Project Manager	$ 79.07	$ 260.95	$ 274.00	$ 287.70	$ 302.09	$ 317.19	$ 333.05
Project Professional II	$ 87.81	$ 289.80	$ 304.29	$ 319.50	$ 335.48	$ 352.25	$ 369.86
Project Professional I	$ 73.15	$ 241.42	$ 253.49	$ 266.16	$ 279.47	$ 293.44	$ 308.11
Professional II	$ 57.25	$ 188.94	$ 198.39	$ 208.31	$ 218.72	$ 229.66	$ 241.14
Professional I	$ 49.71	$ 164.06	$ 172.26	$ 180.87	$ 189.92	$ 199.41	$ 209.38
Analyst III	$ 44.47	$ 146.76	$ 154.10	$ 161.81	$ 169.90	$ 178.39	$ 187.31
Analyst II	$ 41.64	$ 137.42	$ 144.29	$ 151.51	$ 159.08	$ 167.04	$ 175.39
Analyst I	$ 39.53	$ 130.46	$ 136.98	$ 143.83	$ 151.02	$ 158.57	$ 166.50
Senior Designer	$ 66.97	$ 221.02	$ 232.07	$ 243.67	$ 255.86	$ 268.65	$ 282.08
Designer	$ 55.37	$ 182.74	$ 191.87	$ 201.47	$ 211.54	$ 222.12	$ 233.22
CADD Technician	$ 40.00	$ 132.01	$ 138.61	$ 145.54	$ 152.82	$ 160.46	$ 168.48
Senior Admin / Tech Support	$ 65.90	$ 217.49	$ 228.36	$ 239.78	$ 251.77	$ 264.36	$ 277.58
Admin / Tech Support	$ 37.75	$ 124.59	$ 130.81	$ 137.36	$ 144.22	$ 151.43	$ 159.01
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Overhead/Fringe multiplier:** 3.30

Signature

ASSOCIATE
Title

JORDAN WALKER, P.E.
Printed Name

1-29-26
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Kimley-Horn and Associates, Inc.
Discipline: Electrical

Annual Multiplier: (in %)			5.0%	5.0%	5.0%	5.0%	5.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal	$ 137.08	$ 452.40	$ 475.02	$ 498.77	$ 523.71	$ 549.90	$ 577.39
Senior Professional II	$ 117.66	$ 388.31	$ 407.73	$ 428.11	$ 449.52	$ 471.99	$ 495.59
Senior Professional I	$ 104.75	$ 345.70	$ 362.99	$ 381.14	$ 400.20	$ 420.21	$ 441.22
Senior Project Manager	$ 98.39	$ 324.71	$ 340.95	$ 358.00	$ 375.90	$ 394.69	$ 414.43
Project Manager	$ 79.07	$ 260.95	$ 274.00	$ 287.70	$ 302.09	$ 317.19	$ 333.05
Project Professional II	$ 87.81	$ 289.80	$ 304.29	$ 319.50	$ 335.48	$ 352.25	$ 369.86
Project Professional I	$ 73.15	$ 241.42	$ 253.49	$ 266.16	$ 279.47	$ 293.44	$ 308.11
Professional II	$ 57.25	$ 188.94	$ 198.39	$ 208.31	$ 218.72	$ 229.66	$ 241.14
Professional I	$ 49.71	$ 164.06	$ 172.26	$ 180.87	$ 189.92	$ 199.41	$ 209.38
Analyst III	$ 44.47	$ 146.76	$ 154.10	$ 161.81	$ 169.90	$ 178.39	$ 187.31
Analyst II	$ 41.64	$ 137.42	$ 144.29	$ 151.51	$ 159.08	$ 167.04	$ 175.39
Analyst I	$ 39.53	$ 130.46	$ 136.98	$ 143.83	$ 151.02	$ 158.57	$ 166.50
Senior Designer	$ 66.97	$ 221.02	$ 232.07	$ 243.67	$ 255.86	$ 268.65	$ 282.08
Designer	$ 55.37	$ 182.74	$ 191.87	$ 201.47	$ 211.54	$ 222.12	$ 233.22
CADD Technician	$ 40.00	$ 132.01	$ 138.61	$ 145.54	$ 152.82	$ 160.46	$ 168.48
Senior Admin / Tech Support	$ 65.90	$ 217.49	$ 228.36	$ 239.78	$ 251.77	$ 264.36	$ 277.58
Admin / Tech Support	$ 37.75	$ 124.59	$ 130.81	$ 137.36	$ 144.22	$ 151.43	$ 159.01
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Overhead/Fringe multiplier:** 3.30

Signature

ASSOCIATE
Title

JORDAN WALKER, P.E.
Printed Name

1-29-26
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Kimley-Horn and Associates, Inc.
Discipline: Transportation

Annual Multiplier: (in %)			5.0%	5.0%	5.0%	5.0%	5.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal	$ 137.08	$ 452.40	$ 475.02	$ 498.77	$ 523.71	$ 549.90	$ 577.39
Senior Professional II	$ 117.66	$ 388.31	$ 407.73	$ 428.11	$ 449.52	$ 471.99	$ 495.59
Senior Professional I	$ 104.75	$ 345.70	$ 362.99	$ 381.14	$ 400.20	$ 420.21	$ 441.22
Senior Project Manager	$ 98.39	$ 324.71	$ 340.95	$ 358.00	$ 375.90	$ 394.69	$ 414.43
Project Manager	$ 79.07	$ 260.95	$ 274.00	$ 287.70	$ 302.09	$ 317.19	$ 333.05
Project Professional II	$ 87.81	$ 289.80	$ 304.29	$ 319.50	$ 335.48	$ 352.25	$ 369.86
Project Professional I	$ 73.15	$ 241.42	$ 253.49	$ 266.16	$ 279.47	$ 293.44	$ 308.11
Professional II	$ 57.25	$ 188.94	$ 198.39	$ 208.31	$ 218.72	$ 229.66	$ 241.14
Professional I	$ 49.71	$ 164.06	$ 172.26	$ 180.87	$ 189.92	$ 199.41	$ 209.38
Analyst III	$ 44.47	$ 146.76	$ 154.10	$ 161.81	$ 169.90	$ 178.39	$ 187.31
Analyst II	$ 41.64	$ 137.42	$ 144.29	$ 151.51	$ 159.08	$ 167.04	$ 175.39
Analyst I	$ 39.53	$ 130.46	$ 136.98	$ 143.83	$ 151.02	$ 158.57	$ 166.50
Senior Designer	$ 66.97	$ 221.02	$ 232.07	$ 243.67	$ 255.86	$ 268.65	$ 282.08
Designer	$ 55.37	$ 182.74	$ 191.87	$ 201.47	$ 211.54	$ 222.12	$ 233.22
CADD Technician	$ 40.00	$ 132.01	$ 138.61	$ 145.54	$ 152.82	$ 160.46	$ 168.48
Senior Admin / Tech Support	$ 65.90	$ 217.49	$ 228.36	$ 239.78	$ 251.77	$ 264.36	$ 277.58
Admin / Tech Support	$ 37.75	$ 124.59	$ 130.81	$ 137.36	$ 144.22	$ 151.43	$ 159.01
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Overhead/Fringe multiplier:** 3.30

Signature

Associate
Title

Scroan Walker, P.E.
Printed Name

1-29-26
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Kimley-Horn and Associates, Inc.
Discipline: Environmental

Annual Multiplier: (in %)			5.0%	5.0%	5.0%	5.0%	5.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal	$ 137.08	$ 452.40	$ 475.02	$ 498.77	$ 523.71	$ 549.90	$ 577.39
Senior Professional II	$ 117.66	$ 388.31	$ 407.73	$ 428.11	$ 449.52	$ 471.99	$ 495.59
Senior Professional I	$ 104.75	$ 345.70	$ 362.99	$ 381.14	$ 400.20	$ 420.21	$ 441.22
Senior Project Manager	$ 98.39	$ 324.71	$ 340.95	$ 358.00	$ 375.90	$ 394.69	$ 414.43
Project Manager	$ 79.07	$ 260.95	$ 274.00	$ 287.70	$ 302.09	$ 317.19	$ 333.05
Project Professional II	$ 87.81	$ 289.80	$ 304.29	$ 319.50	$ 335.48	$ 352.25	$ 369.86
Project Professional I	$ 73.15	$ 241.42	$ 253.49	$ 266.16	$ 279.47	$ 293.44	$ 308.11
Professional II	$ 57.25	$ 188.94	$ 198.39	$ 208.31	$ 218.72	$ 229.66	$ 241.14
Professional I	$ 49.71	$ 164.06	$ 172.26	$ 180.87	$ 189.92	$ 199.41	$ 209.38
Analyst III	$ 44.47	$ 146.76	$ 154.10	$ 161.81	$ 169.90	$ 178.39	$ 187.31
Analyst II	$ 41.64	$ 137.42	$ 144.29	$ 151.51	$ 159.08	$ 167.04	$ 175.39
Analyst I	$ 39.53	$ 130.46	$ 136.98	$ 143.83	$ 151.02	$ 158.57	$ 166.50
Senior Designer	$ 66.97	$ 221.02	$ 232.07	$ 243.67	$ 255.86	$ 268.65	$ 282.08
Designer	$ 55.37	$ 182.74	$ 191.87	$ 201.47	$ 211.54	$ 222.12	$ 233.22
CADD Technician	$ 40.00	$ 132.01	$ 138.61	$ 145.54	$ 152.82	$ 160.46	$ 168.48
Senior Admin / Tech Support	$ 65.90	$ 217.49	$ 228.36	$ 239.78	$ 251.77	$ 264.36	$ 277.58
Admin / Tech Support	$ 37.75	$ 124.59	$ 130.81	$ 137.36	$ 144.22	$ 151.43	$ 159.01
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Overhead/Fringe multiplier:** 3.30

Signature

ASSOCIATE
Title

JORDAN WALKER, P.E.
Printed Name

1-29-26
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Kimley-Horn and Associates, Inc.
Discipline: Coastal

Annual Multiplier: (in %)			5.0%	5.0%	5.0%	5.0%	5.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal	$ 137.08	$ 452.40	$ 475.02	$ 498.77	$ 523.71	$ 549.90	$ 577.39
Senior Professional II	$ 117.66	$ 388.31	$ 407.73	$ 428.11	$ 449.52	$ 471.99	$ 495.59
Senior Professional I	$ 104.75	$ 345.70	$ 362.99	$ 381.14	$ 400.20	$ 420.21	$ 441.22
Senior Project Manager	$ 98.39	$ 324.71	$ 340.95	$ 358.00	$ 375.90	$ 394.69	$ 414.43
Project Manager	$ 79.07	$ 260.95	$ 274.00	$ 287.70	$ 302.09	$ 317.19	$ 333.05
Project Professional II	$ 87.81	$ 289.80	$ 304.29	$ 319.50	$ 335.48	$ 352.25	$ 369.86
Project Professional I	$ 73.15	$ 241.42	$ 253.49	$ 266.16	$ 279.47	$ 293.44	$ 308.11
Professional II	$ 57.25	$ 188.94	$ 198.39	$ 208.31	$ 218.72	$ 229.66	$ 241.14
Professional I	$ 49.71	$ 164.06	$ 172.26	$ 180.87	$ 189.92	$ 199.41	$ 209.38
Analyst III	$ 44.47	$ 146.76	$ 154.10	$ 161.81	$ 169.90	$ 178.39	$ 187.31
Analyst II	$ 41.64	$ 137.42	$ 144.29	$ 151.51	$ 159.08	$ 167.04	$ 175.39
Analyst I	$ 39.53	$ 130.46	$ 136.98	$ 143.83	$ 151.02	$ 158.57	$ 166.50
Senior Designer	$ 66.97	$ 221.02	$ 232.07	$ 243.67	$ 255.86	$ 268.65	$ 282.08
Designer	$ 55.37	$ 182.74	$ 191.87	$ 201.47	$ 211.54	$ 222.12	$ 233.22
CADD Technician	$ 40.00	$ 132.01	$ 138.61	$ 145.54	$ 152.82	$ 160.46	$ 168.48
Senior Admin / Tech Support	$ 65.90	$ 217.49	$ 228.36	$ 239.78	$ 251.77	$ 264.36	$ 277.58
Admin / Tech Support	$ 37.75	$ 124.59	$ 130.81	$ 137.36	$ 144.22	$ 151.43	$ 159.01
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Overhead/Fringe multiplier:** 3.30

Signature

Associate
Title

Jordan Walker, P.E.
Printed Name

1-29-26
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Kimley-Horn and Associates, Inc.
Discipline: Landscape Architecture

Annual Multiplier: (in %)			5.0%	5.0%	5.0%	5.0%	5.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal	$ 137.08	$ 452.40	$ 475.02	$ 498.77	$ 523.71	$ 549.90	$ 577.39
Senior Professional II	$ 117.66	$ 388.31	$ 407.73	$ 428.11	$ 449.52	$ 471.99	$ 495.59
Senior Professional I	$ 104.75	$ 345.70	$ 362.99	$ 381.14	$ 400.20	$ 420.21	$ 441.22
Senior Project Manager	$ 98.39	$ 324.71	$ 340.95	$ 358.00	$ 375.90	$ 394.69	$ 414.43
Project Manager	$ 79.07	$ 260.95	$ 274.00	$ 287.70	$ 302.09	$ 317.19	$ 333.05
Project Professional II	$ 87.81	$ 289.80	$ 304.29	$ 319.50	$ 335.48	$ 352.25	$ 369.86
Project Professional I	$ 73.15	$ 241.42	$ 253.49	$ 266.16	$ 279.47	$ 293.44	$ 308.11
Professional II	$ 57.25	$ 188.94	$ 198.39	$ 208.31	$ 218.72	$ 229.66	$ 241.14
Professional I	$ 49.71	$ 164.06	$ 172.26	$ 180.87	$ 189.92	$ 199.41	$ 209.38
Analyst III	$ 44.47	$ 146.76	$ 154.10	$ 161.81	$ 169.90	$ 178.39	$ 187.31
Analyst II	$ 41.64	$ 137.42	$ 144.29	$ 151.51	$ 159.08	$ 167.04	$ 175.39
Analyst I	$ 39.53	$ 130.46	$ 136.98	$ 143.83	$ 151.02	$ 158.57	$ 166.50
Senior Designer	$ 66.97	$ 221.02	$ 232.07	$ 243.67	$ 255.86	$ 268.65	$ 282.08
Designer	$ 55.37	$ 182.74	$ 191.87	$ 201.47	$ 211.54	$ 222.12	$ 233.22
CADD Technician	$ 40.00	$ 132.01	$ 138.61	$ 145.54	$ 152.82	$ 160.46	$ 168.48
Senior Admin / Tech Support	$ 65.90	$ 217.49	$ 228.36	$ 239.78	$ 251.77	$ 264.36	$ 277.58
Admin / Tech Support	$ 37.75	$ 124.59	$ 130.81	$ 137.36	$ 144.22	$ 151.43	$ 159.01
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Overhead/Fringe multiplier:** 3.30

Signature

ASSOCIATE
Title

JORDAN WALKER, P.E.
Printed Name

1-29-26
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: The Valerin Group
Discipline: Civil

Annual Multiplier: (in %)			3.5%	3.5%	3.5%	3.5%	3.5%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Community Outreach Specialist	$ 42.00	$ 151.20	$ 156.49	$ 161.97	$ 167.64	$ 173.51	$ 179.58
Graphic Designer	$ 38.50	$ 138.60	$ 143.45	$ 148.47	$ 153.67	$ 159.05	$ 164.61
Multimedia Specialist	$ 41.25	$ 148.50	$ 153.70	$ 159.08	$ 164.64	$ 170.41	$ 176.37
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
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		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
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		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -

Overhead/Fringe multiplier:** 3.60

Signature

President
Title

Valerie Ciudad-Real
Printed Name

1/29/2026
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

CONTRACT BETWEEN THE CITY OF TREASURE ISLAND AND
Sweet Sparkman Architects, Inc.
PERTAINING TO GENERAL CONSULTING SERVICES RFQ 26-003 AGREEMENT FOR PROFESSIONAL SERVICES - DISCIPLINE: Architecture

This Agreement is made and entered into on the 17th day of February, 2026, by and between the City of Treasure Island, Florida (City) and Sweet Sparkman Architects, Inc. (Consultant) (collectively the "Parties").

WITNESSETH:

WHEREAS, the City desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement; and

WHEREAS, the City selected the Consultant in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the Consultant in a Statement for Qualifications dated December 15, 2025.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement (also referred to as "Contract") consists of this document including any and all attachments, the Request for Qualifications (RFQ 26-003), required Documents for RFQ 26-003, and Consultant's proposal submitted in response to RFQ 26-003 on or before December 15, 2025, as if all components were set forth in this Agreement verbatim. In the event of a conflict between the terms and conditions provided in this document including the attachments and the RFQ or proposal, the provisions in this document will prevail. No amendment will be effective until and unless reduced to writing and executed by the Parties.

2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of Consultant to the City will be that of a professional consultant, and Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

Consultant has the discretion, subject to the requirement that it perform the services required under this Agreement competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant is fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by the Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, sub-consultants, suppliers, experts, or other persons or organizations retained or utilized by Consultant for the services required under this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the City. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as provided in this agreement contemplated. Furthermore, Consultant is responsible for paying all income and employment taxes, and the City will not be responsible for collecting and paying withholding, FUTA, FICA and any other state or federal taxes.

Consultant shall perform all services in accordance with generally accepted professional standards. Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind must conform to and be in compliance with, and Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.0 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the Consultant to work with and for the City to provide General Consulting Services within discipline(s):
Architecture.

3.2 The documents will be prepared in sequence under individual work orders.

3.3 The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind shall conform to and be in compliance with, and the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.4 The Consultant's services under this Agreement will be provided under Work Authorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.

3.5 The Consultant shall maintain an adequate and competent staff of professionally qualified personnel available to the City for the purpose of rendering the required engineering and/or architectural services under this Agreement and must diligently execute the work to meet the completion time established in Work Authorization. The Consultant will not sublet, assign or transfer work under this Agreement to another associated firm, a subcontractor or a sub-consultant without the prior written consent of the City. The Consultant will require all associated firm-type firms, subcontractors and sub-consultants to adhere to the terms of this Agreement and the utilization of any such associated firm-type firm, subcontractor or sub-consultant by the Consultant will not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Agreement or any duly executed work authorizations.

3.6 The City reserves the right to enter into contracts with other consulting firms for similar services. The Consultant will, when directed to do so by the City, coordinate and work with other consulting firms retained by the City.

3.7 At all times during the performance of any of the services required under this Agreement, Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

4.1 There is no guarantee of work under this Agreement. Consultant shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization constitutes written notice to proceed.

4.2 If Consultant's services called for under any Work Authorization are delayed for reasons beyond the Consultant's control, the time of performance will be adjusted as appropriate.

4.3 It is the intent of the Parties that this Agreement continue in force until five (5) years from the date of initiation, with the option of the City to provide up to one two-year extension, subject to the provisions for termination contained in this Agreement. Assignments that are in progress at the Agreement termination date will be completed by the Consultant unless specifically terminated by the City.

4.4 Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.

4.5 If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

4.6 Each Work Authorization may establish the following:

a) A title for the project and/or Work Authorization number;

b) A general description of the purpose of the work;

c) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;

d) The scope items to which a lump sum fee applies and the total compensation that will be paid to the Consultant by the City for completion of the project services;

e) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;

f) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;

g) Description of deliverables;

h) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;

i) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;

j) A designated person to act on the Consultant's behalf on all matters concerning the Work Authorization;

k) The contract manager designated by the City; and

l) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 PROFESSIONAL SERVICES/CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Contract are within the scopes of practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Section 287.055 of the Florida Statutes applies to this Contract.

6.0 GENERAL CONSIDERATIONS

6.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and must be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Contract in whole or in part. The City acknowledges that such documents are not intended or represented to be suitable for use by the City or others for purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk without liability or legal exposure to the Consultant.

6.2 The Consultant will provide expert witnesses, if required by the City, to testify in connection with any suit at law. A supplemental agreement will be negotiated between the City and the Consultant describing the services desired and will provide a basis for compensation to the Consultant.

6.3 Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in any documents provided.

6.4 The Consultant agrees not to engage the services of any person or persons in the employ of the City to an allied capacity, on either a full or part-time basis, on the date of the signing of this Agreement, or during its term.

6.5 Key personnel assigned to City projects by the Consultant may not be removed from the projects until alternate personnel acceptable to the City are approved in writing by the City. Key personnel are identified as: Project Manager and technical experts.

6.6 The Consultant shall attach a brief status report on the project(s) with each request for payment.

6.7 The Consultant warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and

employees are duly registered as professional engineers in the State of Florida. The Consultant recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the Consultant is working for the residents of the City of Treasure Island, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the Consultant shall in all of its relationships with the City pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.0 COMPENSATION

7.1 The Consultant will be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of Consultant's invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit "B". The amount of compensation paid to the Consultant will in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the City to the Consultant will be limited to the extent set forth in section 112.061 of the Florida Statutes.

7.2 Except as may be addressed in the initiating Work Authorization, the compensation for services will be invoiced by the Consultant and paid by the City once each month. Such invoices will be due and payable upon receipt.

7.3 The Consultant agrees to allow full and open inspection of payroll records and expenditures in connection with hourly rate and cost plus fixed fee work assignments upon request of the City. Recognizing that the City is a public entity, the Consultant shall provide all of the necessary documents and records to the City, and to any independent auditor of the City upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the City paying said compensation and expenses.

7.4 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forgo use of Consultant for any project which may fall within the Scope of Services listed in this Agreement.

8.0 REPRESENTATIONS

8.1 **CITY REPRESENTATIONS:** The City conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in

accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). The request for qualifications (RFQ 26-003) (the RFQ) was publicly advertised on October 20, 2025. Statements of Qualifications (SOQs) were received by the deadline, including the Consultant's SOQ. The SOQs were publicly opened on December 15, 2025. An Evaluation Committee met publicly and reached consensus on the shortlist ranking. The City certified the short-listed firms, which included the Consultant, as qualified and authorized negotiation of the Agreement at a public meeting. The City has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the Consultant for the performance of professional consulting services.

8.2 CONSULTANT REPRESENTATIONS: The Consultant submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the City, with the knowledge that the City is relying on the proposal as an inducement for entering into this Agreement. The Consultant acknowledges that the City also relied upon the Consultant's representations identified in this Agreement as an inducement for entering into this Agreement.

The Consultant is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this Agreement and the professional qualifications of the Consultant was material inducement for the City to enter into this Agreement with the Consultant.

The Consultant, in representing the City, shall promote the best interest of the City and assume towards the City a responsible professional relationship consistent with mutual confidence and fair dealing between Consultant and the City.

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that is has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. Consultant represents that it has complied with the provision of section 287.055(6) of the Florida Statutes.

The Consultant currently has no potential or actual conflict of interest with respect to providing professional services to the City. The Consultant agrees to notify the City in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the City. The Consultant agrees that it will not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The Consultant acknowledges that the City, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the Consultant acknowledges that the City often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the Consultant pursuant to any duly executed Work Authorization will be in conformance with any and all grant or funding agreements.

9.0 PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

10.0 REMEDIES

Should the Consultant violate or breach any term of the Agreement, the City may take any administrative, contractual, or legal remedies available to it at law. Notwithstanding any other provision of this Agreement, the City may terminate the Agreement immediately upon any such violation or breach. This provision supplements any other remedies provided for in the Agreement. In the event of conflict, this provision governs.

11.0 TERMINATION FOR CAUSE

The City may terminate this Agreement with cause at any time immediately upon written notice to Consultant if: (a) Consultant fails to fulfill or abide by any of the terms or conditions specified in this Agreement; (b) Consultant fails to perform in the manner called for in this Agreement or as directed by the City; or (c) Consultant does not provide services in accordance with the requirements of the specifications in this Agreement or any Work Authorization. In its sole discretion, the City may allow Consultant an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to Consultant shall state the time period in which cure is permitted and other appropriate conditions, if applicable. This provision supplements any other termination provisions provided for in the Agreement. In the event of conflict, this provision governs.

12.0 TERMINATION FOR CONVENIENCE

Either the City or the Consultant may terminate the Agreement at any time by giving written

notice to the other of such termination and specifying the effective date of such termination at least thirty (30) days before said termination date. If the Agreement is terminated by the City as provided in this Paragraph, the Consultant will be paid for services rendered through the date of termination.

13.0 PAYMENT WHEN SERVICES ARE TERMINATED

In the event of termination of this Agreement by the City, and not due to the fault of the Consultant, the City will compensate the Consultant for all authorized services performed prior to the effective date of termination.

In the event of termination of this Agreement due to the fault of the Consultant, or at the written request of the Consultant, the City will compensate the Consultant for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments will be subject to an offset for any damages incurred by the City resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the City in the event of breach by the Consultant.

14.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment. This Agreement will be administered and interpreted under the laws of the State of Florida.

15.0 INDEPENDENT CONSULTANT

Nothing contained in this Agreement shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained in this Agreement, not any act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts. Consultant shall employ personnel as necessary and proper to carry out the terms and conditions of this Agreement. Consultant acknowledges and agrees that such personnel shall not (i) be considered City employees; (ii) have any authority to act as the City's agent; or (iii) receive any payment or benefit directly from the City.

16.0 INSURANCE

The Consultant shall maintain such insurance as specified in in General Conditions, Paragraph 38 - Insurance Requirements, of RFQ 26-003 to protect the City from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under

this Agreement. Certificates of such insurance must be provided to the City prior to the City issuing a Purchase Order or Work Authorization to the Consultant and will also be subject to its approval for adequacy of protection. The City must be named as an additional insured under all policies.

17.0 PROFESSIONAL LIABILITY

The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting services for the City pursuant to this Agreement or any particular Work Authorization will be liable in accordance with section 471.023(3) of the Florida Statutes.

18.0 INDEMNIFICATION

18.1 To the greatest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the Consultant, any sub-consultant or any other person or organization employed or utilized by Consultant to perform or furnish any of the services required under this Agreement, or anyone for whose acts any of them may be liable. This indemnity will include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification also includes claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public record violations incident to providing the services required under this Agreement. It is specifically understood and agreed that this indemnification provision does not cover or indemnify the City for its own negligence. This Indemnification provision will survive completion or termination of this Agreement.

18.2 Nothing in this Agreement will be interpreted as a waiver by the City of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28 of the Florida Statutes or any other statutes, and the City expressly reserves these rights to the fullest extent allowed by law. This provision will survive completion or termination of this Agreement.

19.0 PUBLIC RECORDS

The Consultant acknowledges that the portion of its books and records related to its contracting activities with the City may become subject to inspection and copying under the Florida Public Records Act. The Consultant agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The Consultant agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Consultant, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Consultant agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Consultant shall promptly provide the City with a copy of any request to inspect or copy public records that Consultant receives and a copy of the Consultant's response to each request. The Consultant understands and agrees that failure to provide access to the public records will be a material breach of the Agreement, its amendments, and Work Authorizations.

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

CITY CLERK, CITY OF TREASURE ISLAND
10451 GULF BOULEVARD
TREASURE ISLAND, FLORIDA 33706
PHONE: (727)-547-4575
FAX: (727)-547-4582
CITYCLERK@MYTREASUREISLAND.ORG

20.0 MISCELLANEOUS TERMS

20.1 Assignment. The City and the Consultant each bind themselves and their successors, legal representatives and assigns to the other party to this Agreement and to the partners,

successors, legal representatives and assigns of each other party, in respect to all covenants of this Agreement. The Consultant shall not assign or transfer its interest in this Agreement without written consent of the City.

20.2 Administration. The City authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the City and to make all managerial decisions on behalf of the City as they relate to the provisions of this Agreement. The City Manager will have the authority to transmit instructions, receive information, interpret and define the policy of the City and decisions pertinent to services covered by this Agreement. The City Manager has the right from time to time to designate such other employee of the City as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

20.3 Litigation. The services must be performed by the Consultant to the reasonable satisfaction of the City and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services under this Agreement and the character, quality, amount and value, which cannot be settled by mutual agreement of the Parties will be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement will be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above laying of venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Agreement.

20.4 Inspector General. The Consultant and any sub-consultants understand and will comply with section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to that section.

20.5 Notices. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. Mail, return receipt requested addressed to the following:

If to the City:
City of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33706
Attn: City Manager

If to Contractor:
Sweet Sparkman Architects, Inc.
1819 Main Street, Suite 400
Sarasota, FL 34237
Attn: Karl Bernhard

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

20.6 Conflict. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

20.7 Interpretation. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Agreement's contents and agree that this Agreement will not be construed more strongly against any party, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

20.8 Consideration. Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged under this Agreement, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

20.9 Authority. The Parties represent and warrant that each is authorized to enter into this Agreement without consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective party to the terms hereof.

20.10 Amendment. This Agreement may not be amended or modified except in writing, executed by the Parties.

20.11 Compliance with All Laws. The Consultant, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and City, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

20.12 Attorney's 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 will pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorneys' fees, as may be set by the Court.

20.13 No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third Parties, including but not limited to the general public constituents or citizens of the City, nor shall it be construed as enforceable by any third Parties.

20.14 Entire Agreement. This Agreement embodies the entire Agreement of the City and the Consultant. There are no promises, terms, conditions or allegations other than those contained in this Agreement, and this document will supersede all previous communications, representations, and/or agreements whether written or verbal between the Parties to this Agreement. In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Contract, the Parties specifically agree and understand that any such purchase order, memorandum, letter, or other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions, contained, whether printed or written, will in no way modify the covenants, terms, and provisions of this Agreement.

20.15 Waiver. Failure to insist upon strict compliance with any terms, covenants or conditions of the Agreement will not be deemed a waiver of such, nor will any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach. Any waiver, alteration or modification of any of the provisions of the Agreement,

or cancellation or replacement of this Agreement, will not be valid unless in writing and signed by the Parties.

20.16 Right to Suspend. The City reserves the right to suspend the rights granted to the Consultant under this Agreement immediately upon verbal or written notice if the City determines, in its sole and absolute discretion, that suspension is necessary to protect the public health, safety, or welfare. The suspension shall remain in effect until the City provides verbal or written notice that it has been lifted.

20.17 Non-Discrimination. Consultant shall not discriminate against anyone because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information, or other protected category.

20.18 Scrutinized Companies. By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Consultant certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) it does not have Business operations or is engaged in business in Cuba or Syria, and (e) it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the City may terminate this Agreement immediately for cause if: (1) Consultant is found to have submitted a false certification regarding (a) – (e) above in accordance with section 287.135(5), Florida Statutes, (2) Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is or has been engaged in Business operations in Cuba or Syria or a Boycott of Israel, or (3) Consultant is found to have been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran. Such termination shall be in addition to any and all remedies available to the City at law or in equity. The terms "Boycott of Israel" and "Business operations" used in this section are defined as in Section 287.135, Florida Statutes. The Lists referred to in this section are those Lists in and maintained pursuant to section 287.135, Florida Statutes.

20.19 No Affiliation with Foreign Countries of Concern. Pursuant to section 286.101, Florida Statutes, Consultant shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 ore more and such interest existed at any time or such contract or grant or gift was received or in force at any time during

the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Consultant's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Consultant represents that within one (1) year before proposing any contract to the City, Consultant provided a copy of such disclosure to the Florida Department of Financial Services.

20.20 E-Verify. Consultant shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Agreement. Consultant shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Consultant. Consultant may not enter into a contract with a subcontractor to perform work under this Agreement unless and until the subcontractor registers with and uses the E-Verify system. If Consultant enters into a contract with a subcontractor to perform work under this Agreement, Consultant must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant must maintain copies of all such affidavits for the duration of this Agreement. The City may terminate this Agreement for cause if the City determines that Consultant or Consultant's subcontractor has not complied with any applicable provision of sections 448.09 or 448.95, Florida Statutes, as may be amended. The City will terminate this Agreement for cause if the City has a good faith belief that the Consultant has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the City has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but the City determines that the Consultant otherwise complied with section 448.09(1), Florida Statutes, as may be amended, the City will notify the Consultant as such, and the Consultant must immediately terminate Consultant's contract with said subcontractor. If this Agreement is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this Agreement and may not be considered as such; (b) Consultant may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated; and, (c) Consultant is liable for any additional costs incurred by the City as a result of the termination of the Agreement.

20.21 No Issuance of Identification Documents. Consultant agrees that Consultant does not and will not, nor will it allow a subcontractor to, use any funds from the City for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.

20.22 Equal Opportunity Employer. The Consultant is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Consultant will further ensure that all subcontractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

20.23 Electronic Signatures. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

20.24 Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

20.25 Computation of Time. Any reference in this Agreement to time periods shall by computed by calendar days unless otherwise specified. In the computation thereof, any time period which ends on a Saturday, Sunday, or legal holiday shall extend to 5:00 p.m. of the next business day. The computations stated in this paragraph shall only apply to time periods referenced in this Agreement and shall not apply to any deadlines for which a date certain is provided.

20.26 Headings and Section References. The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Consultant have made and executed this Agreement on the date and year first above written.

WITNESSES:

Dina Berg
Signature

Dina Berg
Printed Name

CONSULTANT

Sweet Sparkman Architects, Inc.
Company Name

Signature

Vice President, Principal
Title

Karl C. Bernhard
Printed Name

CITY OF TREASURE ISLAND, FLORIDA

City Clerk

Mayor

Approved as to form and sufficiency:

City Attorney

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Sweet Sparkman Architects, Inc.
Discipline: Architecture

Annual Multiplier: (in %)			5.0%	5.0%	5.0%	5.0%	5.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Senior Principal	$ 78.50	$ 274.75	$ 288.49	$ 302.91	$ 318.06	$ 333.96	$ 350.66
Principal	$ 68.50	$ 239.75	$ 251.74	$ 264.32	$ 277.54	$ 291.42	$ 305.99
Senior Project Manager	$ 61.40	$ 214.90	$ 225.65	$ 236.93	$ 248.77	$ 261.21	$ 274.27
Project Manager	$ 57.15	$ 200.03	$ 210.03	$ 220.53	$ 231.55	$ 243.13	$ 255.29
Senior Project Architect	$ 61.40	$ 214.90	$ 225.65	$ 236.93	$ 248.77	$ 261.21	$ 274.27
Project Architect II	$ 54.30	$ 190.05	$ 199.55	$ 209.53	$ 220.01	$ 231.01	$ 242.56
Project Architect I	$ 50.00	$ 175.00	$ 183.75	$ 192.94	$ 202.58	$ 212.71	$ 223.35
Senior Project Designer	$ 57.15	$ 200.03	$ 210.03	$ 220.53	$ 231.55	$ 243.13	$ 255.29
Project Designer II	$ 45.70	$ 159.95	$ 167.95	$ 176.34	$ 185.16	$ 194.42	$ 204.14
Project Designer I	$ 40.00	$ 140.00	$ 147.00	$ 154.35	$ 162.07	$ 170.17	$ 178.68
Designer/BIM Technician	$ 27.15	$ 95.03	$ 99.78	$ 104.77	$ 110.00	$ 115.50	$ 121.28
Senior Interior Designer	$ 57.15	$ 200.03	$ 210.03	$ 220.53	$ 231.55	$ 243.13	$ 255.29
Interior Designer II	$ 51.40	$ 179.90	$ 188.90	$ 198.34	$ 208.26	$ 218.67	$ 229.60
Interior Designer I	$ 40.00	$ 140.00	$ 147.00	$ 154.35	$ 162.07	$ 170.17	$ 178.68
BIM Manager	$ 54.30	$ 190.05	$ 199.55	$ 209.53	$ 220.01	$ 231.01	$ 242.56
Clerical / Procurement	$ 27.14	$ 94.99	$ 99.74	$ 104.73	$ 109.96	$ 115.46	$ 121.23
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -

Overhead/Fringe multiplier:** 3.50

KRHD

Signature

Vice President / Principal

Title

Karl C. Bernhard

Printed Name

01/28/26

Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

CONTRACT BETWEEN THE CITY OF TREASURE ISLAND AND
Tierra, Inc.
PERTAINING TO GENERAL CONSULTING SERVICES RFQ 26-003
AGREEMENT FOR PROFESSIONAL SERVICES
- DISCIPLINE: Geotechnical Engineering

This Agreement is made and entered into on the 17th day of February, 2026, by and between the City of Treasure Island, Florida (City) and Tierra, Inc. (Consultant) (collectively the "Parties").

WITNESSETH:

WHEREAS, the City desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement; and

WHEREAS, the City selected the Consultant in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the Consultant in a Statement for Qualifications dated December 15, 2025.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement (also referred to as "Contract") consists of this document including any and all attachments, the Request for Qualifications (RFQ 26-003), required Documents for RFQ 26-003, and Consultant's proposal submitted in response to RFQ 26-003 on or before December 15, 2025, as if all components were set forth in this Agreement verbatim. In the event of a conflict between the terms and conditions provided in this document including the attachments and the RFQ or proposal, the provisions in this document will prevail. No amendment will be effective until and unless reduced to writing and executed by the Parties.

2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of Consultant to the City will be that of a professional consultant, and Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

Consultant has the discretion, subject to the requirement that it perform the services required under this Agreement competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant is fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by the Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, sub-consultants, suppliers, experts, or other persons or organizations retained or utilized by Consultant for the services required under this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the City. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as provided in this agreement contemplated. Furthermore, Consultant is responsible for paying all income and employment taxes, and the City will not be responsible for collecting and paying withholding, FUTA, FICA and any other state or federal taxes.

Consultant shall perform all services in accordance with generally accepted professional standards. Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind must conform to and be in compliance with, and Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.0 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the Consultant to work with and for the City to provide General Consulting Services within discipline(s):
Geotechnical Engineering.

3.2 The documents will be prepared in sequence under individual work orders.

3.3 The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind shall conform to and be in compliance with, and the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.4 The Consultant's services under this Agreement will be provided under Work Authorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.

3.5 The Consultant shall maintain an adequate and competent staff of professionally qualified personnel available to the City for the purpose of rendering the required engineering and/or architectural services under this Agreement and must diligently execute the work to meet the completion time established in Work Authorization. The Consultant will not sublet, assign or transfer work under this Agreement to another associated firm, a subcontractor or a sub-consultant without the prior written consent of the City. The Consultant will require all associated firm-type firms, subcontractors and sub-consultants to adhere to the terms of this Agreement and the utilization of any such associated firm-type firm, subcontractor or sub-consultant by the Consultant will not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Agreement or any duly executed work authorizations.

3.6 The City reserves the right to enter into contracts with other consulting firms for similar services. The Consultant will, when directed to do so by the City, coordinate and work with other consulting firms retained by the City.

3.7 At all times during the performance of any of the services required under this Agreement, Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

4.1 There is no guarantee of work under this Agreement. Consultant shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization constitutes written notice to proceed.

4.2 If Consultant's services called for under any Work Authorization are delayed for reasons beyond the Consultant's control, the time of performance will be adjusted as appropriate.

4.3 It is the intent of the Parties that this Agreement continue in force until five (5) years from the date of initiation, with the option of the City to provide up to one two-year extension, subject to the provisions for termination contained in this Agreement. Assignments that are in progress at the Agreement termination date will be completed by the Consultant unless specifically terminated by the City.

4.4 Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.

4.5 If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

4.6 Each Work Authorization may establish the following:

a) A title for the project and/or Work Authorization number;

b) A general description of the purpose of the work;

c) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;

d) The scope items to which a lump sum fee applies and the total compensation that will be paid to the Consultant by the City for completion of the project services;

e) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;

f) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;

g) Description of deliverables;

h) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;

i) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;

j) A designated person to act on the Consultant's behalf on all matters concerning the Work Authorization;

k) The contract manager designated by the City; and

l) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 PROFESSIONAL SERVICES/CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Contract are within the scopes of practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Section 287.055 of the Florida Statutes applies to this Contract.

6.0 GENERAL CONSIDERATIONS

6.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and must be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Contract in whole or in part. The City acknowledges that such documents are not intended or represented to be suitable for use by the City or others for purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk without liability or legal exposure to the Consultant.

6.2 The Consultant will provide expert witnesses, if required by the City, to testify in connection with any suit at law. A supplemental agreement will be negotiated between the City and the Consultant describing the services desired and will provide a basis for compensation to the Consultant.

6.3 Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in any documents provided.

6.4 The Consultant agrees not to engage the services of any person or persons in the employ of the City to an allied capacity, on either a full or part-time basis, on the date of the signing of this Agreement, or during its term.

6.5 Key personnel assigned to City projects by the Consultant may not be removed from the projects until alternate personnel acceptable to the City are approved in writing by the City. Key personnel are identified as: Project Manager and technical experts.

6.6 The Consultant shall attach a brief status report on the project(s) with each request for payment.

6.7 The Consultant warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and

employees are duly registered as professional engineers in the State of Florida. The Consultant recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the Consultant is working for the residents of the City of Treasure Island, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the Consultant shall in all of its relationships with the City pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.0 COMPENSATION

7.1 The Consultant will be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of Consultant's invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit "B". The amount of compensation paid to the Consultant will in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the City to the Consultant will be limited to the extent set forth in section 112.061 of the Florida Statutes.

7.2 Except as may be addressed in the initiating Work Authorization, the compensation for services will be invoiced by the Consultant and paid by the City once each month. Such invoices will be due and payable upon receipt.

7.3 The Consultant agrees to allow full and open inspection of payroll records and expenditures in connection with hourly rate and cost plus fixed fee work assignments upon request of the City. Recognizing that the City is a public entity, the Consultant shall provide all of the necessary documents and records to the City, and to any independent auditor of the City upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the City paying said compensation and expenses.

7.4 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forgo use of Consultant for any project which may fall within the Scope of Services listed in this Agreement.

8.0 REPRESENTATIONS

8.1 **CITY REPRESENTATIONS:** The City conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in

accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). The request for qualifications (RFQ 26-003) (the RFQ) was publicly advertised on October 20, 2025. Statements of Qualifications (SOQs) were received by the deadline, including the Consultant's SOQ. The SOQs were publicly opened on December 15, 2025. An Evaluation Committee met publicly and reached consensus on the shortlist ranking. The City certified the short-listed firms, which included the Consultant, as qualified and authorized negotiation of the Agreement at a public meeting. The City has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the Consultant for the performance of professional consulting services.

8.2 CONSULTANT REPRESENTATIONS: The Consultant submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the City, with the knowledge that the City is relying on the proposal as an inducement for entering into this Agreement. The Consultant acknowledges that the City also relied upon the Consultant's representations identified in this Agreement as an inducement for entering into this Agreement.

The Consultant is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this Agreement and the professional qualifications of the Consultant was material inducement for the City to enter into this Agreement with the Consultant.

The Consultant, in representing the City, shall promote the best interest of the City and assume towards the City a responsible professional relationship consistent with mutual confidence and fair dealing between Consultant and the City.

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that is has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. Consultant represents that it has complied with the provision of section 287.055(6) of the Florida Statutes.

The Consultant currently has no potential or actual conflict of interest with respect to providing professional services to the City. The Consultant agrees to notify the City in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the City. The Consultant agrees that it will not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The Consultant acknowledges that the City, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the Consultant acknowledges that the City often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the Consultant pursuant to any duly executed Work Authorization will be in conformance with any and all grant or funding agreements.

9.0 PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

10.0 REMEDIES

Should the Consultant violate or breach any term of the Agreement, the City may take any administrative, contractual, or legal remedies available to it at law. Notwithstanding any other provision of this Agreement, the City may terminate the Agreement immediately upon any such violation or breach. This provision supplements any other remedies provided for in the Agreement. In the event of conflict, this provision governs.

11.0 TERMINATION FOR CAUSE

The City may terminate this Agreement with cause at any time immediately upon written notice to Consultant if: (a) Consultant fails to fulfill or abide by any of the terms or conditions specified in this Agreement; (b) Consultant fails to perform in the manner called for in this Agreement or as directed by the City; or (c) Consultant does not provide services in accordance with the requirements of the specifications in this Agreement or any Work Authorization. In its sole discretion, the City may allow Consultant an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to Consultant shall state the time period in which cure is permitted and other appropriate conditions, if applicable. This provision supplements any other termination provisions provided for in the Agreement. In the event of conflict, this provision governs.

12.0 TERMINATION FOR CONVENIENCE

Either the City or the Consultant may terminate the Agreement at any time by giving written

notice to the other of such termination and specifying the effective date of such termination at least thirty (30) days before said termination date. If the Agreement is terminated by the City as provided in this Paragraph, the Consultant will be paid for services rendered through the date of termination.

13.0 PAYMENT WHEN SERVICES ARE TERMINATED

In the event of termination of this Agreement by the City, and not due to the fault of the Consultant, the City will compensate the Consultant for all authorized services performed prior to the effective date of termination.

In the event of termination of this Agreement due to the fault of the Consultant, or at the written request of the Consultant, the City will compensate the Consultant for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments will be subject to an offset for any damages incurred by the City resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the City in the event of breach by the Consultant.

14.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment. This Agreement will be administered and interpreted under the laws of the State of Florida.

15.0 INDEPENDENT CONSULTANT

Nothing contained in this Agreement shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained in this Agreement, not any act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts. Consultant shall employ personnel as necessary and proper to carry out the terms and conditions of this Agreement. Consultant acknowledges and agrees that such personnel shall not (i) be considered City employees; (ii) have any authority to act as the City's agent; or (iii) receive any payment or benefit directly from the City.

16.0 INSURANCE

The Consultant shall maintain such insurance as specified in in General Conditions, Paragraph 38 - Insurance Requirements, of RFQ 26-003 to protect the City from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under

this Agreement. Certificates of such insurance must be provided to the City prior to the City issuing a Purchase Order or Work Authorization to the Consultant and will also be subject to its approval for adequacy of protection. The City must be named as an additional insured under all policies.

17.0 PROFESSIONAL LIABILITY

The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting services for the City pursuant to this Agreement or any particular Work Authorization will be liable in accordance with section 471.023(3) of the Florida Statutes.

18.0 INDEMNIFICATION

18.1 To the greatest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the Consultant, any sub-consultant or any other person or organization employed or utilized by Consultant to perform or furnish any of the services required under this Agreement, or anyone for whose acts any of them may be liable. This indemnity will include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification also includes claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public record violations incident to providing the services required under this Agreement. It is specifically understood and agreed that this indemnification provision does not cover or indemnify the City for its own negligence. This Indemnification provision will survive completion or termination of this Agreement.

18.2 Nothing in this Agreement will be interpreted as a waiver by the City of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28 of the Florida Statutes or any other statutes, and the City expressly reserves these rights to the fullest extent allowed by law. This provision will survive completion or termination of this Agreement.

19.0 PUBLIC RECORDS

The Consultant acknowledges that the portion of its books and records related to its contracting activities with the City may become subject to inspection and copying under the Florida Public Records Act. The Consultant agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The Consultant agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Consultant, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Consultant agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Consultant shall promptly provide the City with a copy of any request to inspect or copy public records that Consultant receives and a copy of the Consultant's response to each request. The Consultant understands and agrees that failure to provide access to the public records will be a material breach of the Agreement, its amendments, and Work Authorizations.

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

CITY CLERK, CITY OF TREASURE ISLAND
10451 GULF BOULEVARD
TREASURE ISLAND, FLORIDA 33706
PHONE: (727)-547-4575
FAX: (727)-547-4582
CITYCLERK@MYTREASUREISLAND.ORG

20.0 MISCELLANEOUS TERMS

20.1 Assignment. The City and the Consultant each bind themselves and their successors, legal representatives and assigns to the other party to this Agreement and to the partners,

successors, legal representatives and assigns of each other party, in respect to all covenants of this Agreement. The Consultant shall not assign or transfer its interest in this Agreement without written consent of the City.

20.2 Administration. The City authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the City and to make all managerial decisions on behalf of the City as they relate to the provisions of this Agreement. The City Manager will have the authority to transmit instructions, receive information, interpret and define the policy of the City and decisions pertinent to services covered by this Agreement. The City Manager has the right from time to time to designate such other employee of the City as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

20.3 Litigation. The services must be performed by the Consultant to the reasonable satisfaction of the City and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services under this Agreement and the character, quality, amount and value, which cannot be settled by mutual agreement of the Parties will be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement will be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above laying of venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Agreement.

20.4 Inspector General. The Consultant and any sub-consultants understand and will comply with section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to that section.

20.5 Notices. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. Mail, return receipt requested addressed to the following:

If to the City:
City of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33706
Attn: City Manager

If to Contractor:
Tierra, Inc.
7351 Temple Terrace Highway
Tampa, FL 33637
Attn: Larry Moore

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

20.6 Conflict. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

20.7 Interpretation. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Agreement's contents and agree that this Agreement will not be construed more strongly against any party, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

20.8 Consideration. Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged under this Agreement, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

20.9 Authority. The Parties represent and warrant that each is authorized to enter into this Agreement without consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective party to the terms hereof.

20.10 Amendment. This Agreement may not be amended or modified except in writing, executed by the Parties.

20.11 Compliance with All Laws. The Consultant, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and City, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

20.12 Attorney's 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 will pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorneys' fees, as may be set by the Court.

20.13 No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third Parties, including but not limited to the general public constituents or citizens of the City, nor shall it be construed as enforceable by any third Parties.

20.14 Entire Agreement. This Agreement embodies the entire Agreement of the City and the Consultant. There are no promises, terms, conditions or allegations other than those contained in this Agreement, and this document will supersede all previous communications, representations, and/or agreements whether written or verbal between the Parties to this Agreement. In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Contract, the Parties specifically agree and understand that any such purchase order, memorandum, letter, or other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions, contained, whether printed or written, will in no way modify the covenants, terms, and provisions of this Agreement.

20.15 Waiver. Failure to insist upon strict compliance with any terms, covenants or conditions of the Agreement will not be deemed a waiver of such, nor will any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach. Any waiver, alteration or modification of any of the provisions of the Agreement,

or cancellation or replacement of this Agreement, will not be valid unless in writing and signed by the Parties.

20.16 Right to Suspend. The City reserves the right to suspend the rights granted to the Consultant under this Agreement immediately upon verbal or written notice if the City determines, in its sole and absolute discretion, that suspension is necessary to protect the public health, safety, or welfare. The suspension shall remain in effect until the City provides verbal or written notice that it has been lifted.

20.17 Non-Discrimination. Consultant shall not discriminate against anyone because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information, or other protected category.

20.18 Scrutinized Companies. By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Consultant certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) it does not have Business operations or is engaged in business in Cuba or Syria, and (e) it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the City may terminate this Agreement immediately for cause if: (1) Consultant is found to have submitted a false certification regarding (a) – (e) above in accordance with section 287.135(5), Florida Statutes, (2) Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is or has been engaged in Business operations in Cuba or Syria or a Boycott of Israel, or (3) Consultant is found to have been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran. Such termination shall be in addition to any and all remedies available to the City at law or in equity. The terms "Boycott of Israel" and "Business operations" used in this section are defined as in Section 287.135, Florida Statutes. The Lists referred to in this section are those Lists in and maintained pursuant to section 287.135, Florida Statutes.

20.19 No Affiliation with Foreign Countries of Concern. Pursuant to section 286.101, Florida Statutes, Consultant shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 ore more and such interest existed at any time or such contract or grant or gift was received or in force at any time during

the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Consultant's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Consultant represents that within one (1) year before proposing any contract to the City, Consultant provided a copy of such disclosure to the Florida Department of Financial Services.

20.20 E-Verify. Consultant shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Agreement. Consultant shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Consultant. Consultant may not enter into a contract with a subcontractor to perform work under this Agreement unless and until the subcontractor registers with and uses the E-Verify system. If Consultant enters into a contract with a subcontractor to perform work under this Agreement, Consultant must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant must maintain copies of all such affidavits for the duration of this Agreement. The City may terminate this Agreement for cause if the City determines that Consultant or Consultant's subcontractor has not complied with any applicable provision of sections 448.09 or 448.95, Florida Statutes, as may be amended. The City will terminate this Agreement for cause if the City has a good faith belief that the Consultant has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the City has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but the City determines that the Consultant otherwise complied with section 448.09(1), Florida Statutes, as may be amended, the City will notify the Consultant as such, and the Consultant must immediately terminate Consultant's contract with said subcontractor. If this Agreement is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this Agreement and may not be considered as such; (b) Consultant may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated; and, (c) Consultant is liable for any additional costs incurred by the City as a result of the termination of the Agreement.

20.21 No Issuance of Identification Documents. Consultant agrees that Consultant does not and will not, nor will it allow a subcontractor to, use any funds from the City for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.

20.22 Equal Opportunity Employer. The Consultant is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Consultant will further ensure that all subcontractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

20.23 Electronic Signatures. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

20.24 Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

20.25 Computation of Time. Any reference in this Agreement to time periods shall by computed by calendar days unless otherwise specified. In the computation thereof, any time period which ends on a Saturday, Sunday, or legal holiday shall extend to 5:00 p.m. of the next business day. The computations stated in this paragraph shall only apply to time periods referenced in this Agreement and shall not apply to any deadlines for which a date certain is provided.

20.26 Headings and Section References. The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Consultant have made and executed this Agreement on the date and year first above written.

WITNESSES:



Signature

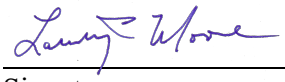
Ashley Arnold

Printed Name

CONSULTANT

Tierra, Inc.

Company Name



Signature

Vice President

Title

Larry Moore, P.E.

Printed Name

CITY OF TREASURE ISLAND, FLORIDA

City Clerk

Mayor

Approved as to form and sufficiency:

City Attorney

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: Tierra, Inc.
Discipline: Geotechnical

Annual Multiplier: (in %)			2.0%	2.0%	2.0%	2.0%	2.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Chief Engineer 2	$ 93.27	$ 289.14	$ 294.92	$ 300.82	$ 306.83	$ 312.97	$ 319.23
Chief Scientist	$ 67.31	$ 208.66	$ 212.83	$ 217.09	$ 221.43	$ 225.86	$ 230.38
Engineer 1	$ 55.86	$ 173.17	$ 176.63	$ 180.16	$ 183.77	$ 187.44	$ 191.19
Engineer 2	$ 60.77	$ 188.39	$ 192.15	$ 196.00	$ 199.92	$ 203.92	$ 207.99
Engineering Intern	$ 44.71	$ 138.60	$ 141.37	$ 144.20	$ 147.08	$ 150.03	$ 153.03
Engineering Technician	$ 35.50	$ 110.05	$ 112.25	$ 114.50	$ 116.79	$ 119.12	$ 121.50
Principal Engineer	$ 92.79	$ 287.65	$ 293.40	$ 299.27	$ 305.26	$ 311.36	$ 317.59
Secretary/Clerical	$ 43.50	$ 134.85	$ 137.55	$ 140.30	$ 143.10	$ 145.97	$ 148.89
Senior Designer	$ 50.00	$ 155.00	$ 158.10	$ 161.26	$ 164.49	$ 167.78	$ 171.13
Senior Engineer 1	$ 91.35	$ 283.19	$ 288.85	$ 294.63	$ 300.52	$ 306.53	$ 312.66
Senior Engineer 2	$ 74.04	$ 229.52	$ 234.11	$ 238.80	$ 243.57	$ 248.44	$ 253.41
Senior Engineering Technician	$ 45.85	$ 142.14	$ 144.98	$ 147.88	$ 150.83	$ 153.85	$ 156.93
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
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Overhead/Fringe multiplier:** 3.10

Larry P. Moore
Signature

Vice President
Title

Larry P. Moore, PE
Printed Name

30-Jan-26
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

Item Description	Unit	Unit Price
101-Aggregate Carbonates & Organic Matter FM 5-514	Test	$ 179.00
102-Aggregate Org. Impurities S& for Concrete AASHTO T21	Test	$ 89.00
103-Aggregate Shell Content of Coarse Aggregate FM 5-555	Test	$ 126.00
104-Aggregate Sieve Anlsys of Fine & Coarse AASHTO T27	Test	$ 94.50
105-Aggregate Soundness AASHTO T104	Test	$ 385.00
106-Aggregate Specific Gravity/Absorption Coarse AASHTO T85	Test	$ 115.50
107-Aggregate Total Moisture Content by Drying AASHTO T255	Test	$ 68.50
108-Aggregate Unit Mass & Voids AASHTO T19	Test	$ 82.00
109-Aggregate Specific Gravity/Absorption Fine AASHTO T84	Test	$ 150.00
200-Asphalt Bulk Specific Gravity FM 1-T166	Test	$ 78.50
201-Asphalt Content FM 5-563	Test	$ 170.00
204-Asphalt Gradation FM 1-T030	Test	$ 111.00
206-Asphalt Los Angeles (LA) Abrasion Coarse Agg FM 3-C535	Test	$ 470.00
207-Asphalt Los Angeles (LA) Abrasion Small Agg FM 1-T096	Test	$ 373.00
209-Asphalt Pavement Coring – 4” dia with Base Depth Check	Each	$ 275.00
210-Asphalt Pavement Coring – 4” dia without Base Depth Check	Each	$ 227.00
211-Asphalt Pavement Coring – 6” dia with Base Depth Check	Each	$ 345.00
212-Asphalt Pavement Coring – 6” dia without Base Depth Check	Each	$ 270.00
300-Concrete Beam Flexural Testing ASTM C78	Test	$ 66.35
301-Concrete Compressive Strength of Grout\Mortar ASTM C109	Test	$ 39.00
302-Concrete Cylinder Curing, Capping & Breaking ASTM C39	Test	$ 55.00
303-Concrete Drilled Cores & Sawed Beams ASTM C42	Test	$ 74.50
305-Concrete Pavement Coring - 4" Dia	Each	$ 280.00
306-Concrete Pavement Coring - 6" Dia	Each	$ 310.00
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	$ 15.75
402-Geo Auger Borings- Track	LF	$ 19.80
403-Geo Backhoe (Owned)	Day	$ 1,500.00
405-Geo Barge (Owned)	Day	$ 4,200.00
406-Geo Barge Rental (Rental without labor)	Day	$ 5,800.00
407-Geo Chainsaw (Owned)	Day	$ 145.00
415-Geo Double Ring Infiltration ASTM D3385	Each	$ 704.00
416-Geo Dozer (Owned)	Day	$ 1,800.00
418-Geo Drill Crew Support Vehicle	Day	$ 300.00
421-Geo Dynamic Pile Testing/Pile Driving Analyzer	Day	$ 630.00
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	$ 115.00
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	$ 115.00
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	$ 135.00
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	$ 185.00
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	$ 115.00
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	$ 115.00
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	$ 130.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	$ 130.00
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	$ 440.00
434-Geo Ground Penetrating Radar (GPR)	Hour	$ 433.00

Item Description	Unit	Unit Price
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	$ 11.70
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	$ 13.60
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	$ 18.90
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	$ 27.00
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	$ 8.05
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	$ 9.95
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	$ 14.70
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	$ 19.95
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	$ 90.00
450-Geo Piezometer 2" 000-050 Ft	LF	$ 55.00
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	$ 78.80
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	$ 88.00
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	$ 98.00
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	$ 116.30
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	$ 55.00
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	$ 62.10
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	$ 71.45
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	$ 39.00
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	$ 38.30
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	$ 58.25
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	$ 78.45
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	$ 19.50
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	$ 22.20
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	$ 38.30
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	$ 50.50
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	$ 17.75
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	$ 22.30
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	$ 28.45
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	$ 35.30
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	$ 12.75
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	$ 16.60
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	$ 20.25
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	$ 24.45
514-Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	$ 840.00
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	$ 315.00
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	$ 355.00
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	$ 445.00
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	$ 530.00
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	$ 225.00
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	$ 250.00
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	$ 310.00
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	$ 353.00
525-Geo Well Development	Hour	$ 216.00
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	$ 300.00
532-Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	$ 375.00

Item Description	Unit	Unit Price
533-Geo Track/Barge Drill Rig and Crew (2-person)	Hour	$ 314.00
534-Geo Track/Barge Drill Rig and Crew (3-person)	Hour	$ 505.00
535-Geo Clearing Equip- Tractor, Bush Hog Attachment	Day	$ 1,950.00
536-Geo Clearing Equip-Skid Steer/ASV, ForestMulching Attach	Day	$ 1,700.00
537-Geo Clearing Equip-Skid Steer/ASV, Brush Cutter Attach	Day	$ 2,010.00
538-Geo Clearing Equipment	Day	$ 2,510.00
539-Geo Wash Boring for Rock Cores 0-50 Ft	LF	$ 14.00
540-Geo Wash Boring for Rock Cores 50-100 Ft	LF	$ 16.25
541-Geo Wash Boring for Rock Cores 100-150 Ft	LF	$ 24.00
542-Geo Wash Boring for Rock Cores 150-200 Ft	LF	$ 27.25
602-Mobilization-Vibration Monitoring Equipment	Each	$ 399.00
603-Mobilization Asphalt Coring Equipment	Each	$ 515.00
604-Mobilization Barge Large	Each	$ 15,400.00
606-Mobilization Concrete Coring	Each	$ 510.00
608 Mobilization Drill Rig Amphibious	Each	$ 12,600.00
609-Geo Mobilization Drill Rig Barge Mount	Each	$ 13,000.00
610-Geo Mobilization Drill Rig Track Mount	Each	$ 3,650.00
612-Geo Mobilization Drill Rig Truck Mount	Each	$ 720.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	$ 1,225.00
618-Geo Mobilization Support Boat	Each	$ 670.00
619-Geo Mobilization Tri-Pod	Each	$ 1,900.00
620-Mobilization of Clearing Equipment	Each	$ 714.00
701-MOT Attenuator Truck	Hour	$ 320.00
702-MOT Channelizing Devices - Type I, II, VP, Drum (each)	Each	$ 5.95
706-MOT Portable Sign	Each	$ 64.40
708-MOT Provide Channelizing Devices - Cone	Each	$ 9.80
710-MOT Shadow Vhcle w/ Adv. Warning Arrow & Attenuator	Hour	$ 325.00
712-MOT Support Vehicle	Hour	$ 162.00
800-Soils Chloride Soil or Water (FM 5-552)	Test	$ 115.00
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	$ 690.00
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Day	$ 238.00
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	$ 320.00
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	$ 440.00
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	$ 464.00
811-Soils Liquid Limit (AASHTO T 89)	Test	$ 76.00
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	$ 65.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	$ 23.80
819-Soils Organic Content Ignition (FM 1 T-267)	Test	$ 61.00
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	$ 250.00
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	$ 98.00
823-Soils Permeability Constant Head (AASHTO T 215)	Test	$ 445.00
824-Soils Permeability Falling Head (FM 5-513)	Test	$ 385.00
825-Soils pH Soil or Water (FM 5-550)	Test	$ 65.00
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	$ 76.00
827-Soils Proctor Modified (FM 1-T 180)	Test	$ 165.00
828-Soils Proctor Standard (AASHTO T 99)	Test	$ 165.00
829-Soils Resistivity Soil or Water (FM 5-551)	Test	$ 73.00
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	$ 195.00
833-Soils Sulfate Soil or Water (FM 5-553)	Test	$ 80.00
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	$ 250.00

Item Description	Unit	Unit Price
Tierra Non Drop Menu Standrad Test Items		
Arsenic (Method 6010/7471)	Each	$ 9.00
Asbestos Samples	Each	$ 15.00
BTEX and MTBE (Method 8260)	Each	$ 65.00
Chlorinated Herbicides (Method 8151)	Each	$ 100.00
Drilling Permit Costs IE DEP	Each	$ 250.00
EDR Report	Each	$ 500.00
Field Sampling Kit (soil)	Each	$ 75.00
Field Sampling Survey Kit (water)	Each	$ 75.00
Flagman and Barricades 2-Man Crew Own Equipment	Day	$ 1,080.00
Handheld GPS	Per Day	$ 80.34
Mercury Individual (Method 6010/7471)	Each	$ 25.00
Organic Vapor Analyzer (OVA)	Day	$ 150.00
Organochlorine Pesticides (Method 8081)	Each	$ 100.00
Organophosphorous Pesticides (Method 8141)	Each	$ 125.00
Polyaromatic Hydrocarbons (Method 8270)	Each	$ 100.00
Polychlorinated Biphenals (8082)	Each	$ 75.00
Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	$ 11.90
RCRA 8 Metals (Method 6010/7471)	Each	$ 65.00
RCRA Metals Individual (Method 6010/7471)	Each	$ 9.00
Semi-Volatiles (Method 8270)	Each	$ 200.00
Site Clearing to Access Boring or Test Locations	Hour	$ 210.00
SPLP/TCLP Metals	Each	$ 198.00
TPH Method FL-Pro	Each	$ 65.00
Ultr Low Trace Mercury GW Individual (Method 1631)	Each	$ 75.00
Volatile Organics (Method 8260)	Each	$ 95.00
Volatile Organics BTEX/MTBE(Method 8260)	Each	$ 60.00

CONTRACT BETWEEN THE CITY OF TREASURE ISLAND AND
V&A Consulting Engineers, Inc.
PERTAINING TO GENERAL CONSULTING SERVICES RFQ 26-003
AGREEMENT FOR PROFESSIONAL SERVICES
- DISCIPLINE: Civil Engineering and Surveying

This Agreement is made and entered into on the 17th day of February, 2026, by and between the City of Treasure Island, Florida (City) and V&A Consulting Engineers, Inc. (Consultant) (collectively the "Parties").

WITNESSETH:

WHEREAS, the City desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement; and

WHEREAS, the City selected the Consultant in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the Consultant in a Statement for Qualifications dated December 15, 2025.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement (also referred to as "Contract") consists of this document including any and all attachments, the Request for Qualifications (RFQ 26-003), required Documents for RFQ 26-003, and Consultant's proposal submitted in response to RFQ 26-003 on or before December 15, 2025, as if all components were set forth in this Agreement verbatim. In the event of a conflict between the terms and conditions provided in this document including the attachments and the RFQ or proposal, the provisions in this document will prevail. No amendment will be effective until and unless reduced to writing and executed by the Parties.

2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of Consultant to the City will be that of a professional consultant, and Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

Consultant has the discretion, subject to the requirement that it perform the services required under this Agreement competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant is fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by the Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, sub-consultants, suppliers, experts, or other persons or organizations retained or utilized by Consultant for the services required under this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the City. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as provided in this agreement contemplated. Furthermore, Consultant is responsible for paying all income and employment taxes, and the City will not be responsible for collecting and paying withholding, FUTA, FICA and any other state or federal taxes.

Consultant shall perform all services in accordance with generally accepted professional standards. Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind must conform to and be in compliance with, and Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.0 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the Consultant to work with and for the City to provide General Consulting Services within discipline(s):
Civil Engineering, Surveying.

3.2 The documents will be prepared in sequence under individual work orders.

3.3 The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind shall conform to and be in compliance with, and the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.4 The Consultant's services under this Agreement will be provided under Work Authorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.

3.5 The Consultant shall maintain an adequate and competent staff of professionally qualified personnel available to the City for the purpose of rendering the required engineering and/or architectural services under this Agreement and must diligently execute the work to meet the completion time established in Work Authorization. The Consultant will not sublet, assign or transfer work under this Agreement to another associated firm, a subcontractor or a sub-consultant without the prior written consent of the City. The Consultant will require all associated firm-type firms, subcontractors and sub-consultants to adhere to the terms of this Agreement and the utilization of any such associated firm-type firm, subcontractor or sub-consultant by the Consultant will not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Agreement or any duly executed work authorizations.

3.6 The City reserves the right to enter into contracts with other consulting firms for similar services. The Consultant will, when directed to do so by the City, coordinate and work with other consulting firms retained by the City.

3.7 At all times during the performance of any of the services required under this Agreement, Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

4.1 There is no guarantee of work under this Agreement. Consultant shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization constitutes written notice to proceed.

4.2 If Consultant's services called for under any Work Authorization are delayed for reasons beyond the Consultant's control, the time of performance will be adjusted as appropriate.

4.3 It is the intent of the Parties that this Agreement continue in force until five (5) years from the date of initiation, with the option of the City to provide up to one two-year extension, subject to the provisions for termination contained in this Agreement. Assignments that are in progress at the Agreement termination date will be completed by the Consultant unless specifically terminated by the City.

4.4 Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.

4.5 If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

4.6 Each Work Authorization may establish the following:

a) A title for the project and/or Work Authorization number;

b) A general description of the purpose of the work;

c) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;

d) The scope items to which a lump sum fee applies and the total compensation that will be paid to the Consultant by the City for completion of the project services;

e) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;

f) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;

g) Description of deliverables;

h) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;

i) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;

j) A designated person to act on the Consultant's behalf on all matters concerning the Work Authorization;

k) The contract manager designated by the City; and

l) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 PROFESSIONAL SERVICES/CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Contract are within the scopes of practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Section 287.055 of the Florida Statutes applies to this Contract.

6.0 GENERAL CONSIDERATIONS

6.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and must be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Contract in whole or in part. The City acknowledges that such documents are not intended or represented to be suitable for use by the City or others for purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk without liability or legal exposure to the Consultant.

6.2 The Consultant will provide expert witnesses, if required by the City, to testify in connection with any suit at law. A supplemental agreement will be negotiated between the City and the Consultant describing the services desired and will provide a basis for compensation to the Consultant.

6.3 Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in any documents provided.

6.4 The Consultant agrees not to engage the services of any person or persons in the employ of the City to an allied capacity, on either a full or part-time basis, on the date of the signing of this Agreement, or during its term.

6.5 Key personnel assigned to City projects by the Consultant may not be removed from the projects until alternate personnel acceptable to the City are approved in writing by the City. Key personnel are identified as: Project Manager and technical experts.

6.6 The Consultant shall attach a brief status report on the project(s) with each request for payment.

6.7 The Consultant warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and

employees are duly registered as professional engineers in the State of Florida. The Consultant recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the Consultant is working for the residents of the City of Treasure Island, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the Consultant shall in all of its relationships with the City pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.0 COMPENSATION

7.1 The Consultant will be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of Consultant's invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit "B". The amount of compensation paid to the Consultant will in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the City to the Consultant will be limited to the extent set forth in section 112.061 of the Florida Statutes.

7.2 Except as may be addressed in the initiating Work Authorization, the compensation for services will be invoiced by the Consultant and paid by the City once each month. Such invoices will be due and payable upon receipt.

7.3 The Consultant agrees to allow full and open inspection of payroll records and expenditures in connection with hourly rate and cost plus fixed fee work assignments upon request of the City. Recognizing that the City is a public entity, the Consultant shall provide all of the necessary documents and records to the City, and to any independent auditor of the City upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the City paying said compensation and expenses.

7.4 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forgo use of Consultant for any project which may fall within the Scope of Services listed in this Agreement.

8.0 REPRESENTATIONS

8.1 **CITY REPRESENTATIONS:** The City conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in

accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). The request for qualifications (RFQ 26-003) (the RFQ) was publicly advertised on October 20, 2025. Statements of Qualifications (SOQs) were received by the deadline, including the Consultant's SOQ. The SOQs were publicly opened on December 15, 2025. An Evaluation Committee met publicly and reached consensus on the shortlist ranking. The City certified the short-listed firms, which included the Consultant, as qualified and authorized negotiation of the Agreement at a public meeting. The City has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the Consultant for the performance of professional consulting services.

8.2 CONSULTANT REPRESENTATIONS: The Consultant submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the City, with the knowledge that the City is relying on the proposal as an inducement for entering into this Agreement. The Consultant acknowledges that the City also relied upon the Consultant's representations identified in this Agreement as an inducement for entering into this Agreement.

The Consultant is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this Agreement and the professional qualifications of the Consultant was material inducement for the City to enter into this Agreement with the Consultant.

The Consultant, in representing the City, shall promote the best interest of the City and assume towards the City a responsible professional relationship consistent with mutual confidence and fair dealing between Consultant and the City.

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that is has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. Consultant represents that it has complied with the provision of section 287.055(6) of the Florida Statutes.

The Consultant currently has no potential or actual conflict of interest with respect to providing professional services to the City. The Consultant agrees to notify the City in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the City. The Consultant agrees that it will not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The Consultant acknowledges that the City, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the Consultant acknowledges that the City often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the Consultant pursuant to any duly executed Work Authorization will be in conformance with any and all grant or funding agreements.

9.0 PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

10.0 REMEDIES

Should the Consultant violate or breach any term of the Agreement, the City may take any administrative, contractual, or legal remedies available to it at law. Notwithstanding any other provision of this Agreement, the City may terminate the Agreement immediately upon any such violation or breach. This provision supplements any other remedies provided for in the Agreement. In the event of conflict, this provision governs.

11.0 TERMINATION FOR CAUSE

The City may terminate this Agreement with cause at any time immediately upon written notice to Consultant if: (a) Consultant fails to fulfill or abide by any of the terms or conditions specified in this Agreement; (b) Consultant fails to perform in the manner called for in this Agreement or as directed by the City; or (c) Consultant does not provide services in accordance with the requirements of the specifications in this Agreement or any Work Authorization. In its sole discretion, the City may allow Consultant an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to Consultant shall state the time period in which cure is permitted and other appropriate conditions, if applicable. This provision supplements any other termination provisions provided for in the Agreement. In the event of conflict, this provision governs.

12.0 TERMINATION FOR CONVENIENCE

Either the City or the Consultant may terminate the Agreement at any time by giving written

notice to the other of such termination and specifying the effective date of such termination at least thirty (30) days before said termination date. If the Agreement is terminated by the City as provided in this Paragraph, the Consultant will be paid for services rendered through the date of termination.

13.0 PAYMENT WHEN SERVICES ARE TERMINATED

In the event of termination of this Agreement by the City, and not due to the fault of the Consultant, the City will compensate the Consultant for all authorized services performed prior to the effective date of termination.

In the event of termination of this Agreement due to the fault of the Consultant, or at the written request of the Consultant, the City will compensate the Consultant for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments will be subject to an offset for any damages incurred by the City resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the City in the event of breach by the Consultant.

14.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment. This Agreement will be administered and interpreted under the laws of the State of Florida.

15.0 INDEPENDENT CONSULTANT

Nothing contained in this Agreement shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained in this Agreement, not any act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts. Consultant shall employ personnel as necessary and proper to carry out the terms and conditions of this Agreement. Consultant acknowledges and agrees that such personnel shall not (i) be considered City employees; (ii) have any authority to act as the City's agent; or (iii) receive any payment or benefit directly from the City.

16.0 INSURANCE

The Consultant shall maintain such insurance as specified in in General Conditions, Paragraph 38 - Insurance Requirements, of RFQ 26-003 to protect the City from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under

this Agreement. Certificates of such insurance must be provided to the City prior to the City issuing a Purchase Order or Work Authorization to the Consultant and will also be subject to its approval for adequacy of protection. The City must be named as an additional insured under all policies.

17.0 PROFESSIONAL LIABILITY

The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting services for the City pursuant to this Agreement or any particular Work Authorization will be liable in accordance with section 471.023(3) of the Florida Statutes.

18.0 INDEMNIFICATION

18.1 To the greatest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the Consultant, any sub-consultant or any other person or organization employed or utilized by Consultant to perform or furnish any of the services required under this Agreement, or anyone for whose acts any of them may be liable. This indemnity will include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification also includes claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public record violations incident to providing the services required under this Agreement. It is specifically understood and agreed that this indemnification provision does not cover or indemnify the City for its own negligence. This Indemnification provision will survive completion or termination of this Agreement.

18.2 Nothing in this Agreement will be interpreted as a waiver by the City of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28 of the Florida Statutes or any other statutes, and the City expressly reserves these rights to the fullest extent allowed by law. This provision will survive completion or termination of this Agreement.

19.0 PUBLIC RECORDS

The Consultant acknowledges that the portion of its books and records related to its contracting activities with the City may become subject to inspection and copying under the Florida Public Records Act. The Consultant agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The Consultant agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Consultant, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Consultant agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Consultant shall promptly provide the City with a copy of any request to inspect or copy public records that Consultant receives and a copy of the Consultant's response to each request. The Consultant understands and agrees that failure to provide access to the public records will be a material breach of the Agreement, its amendments, and Work Authorizations.

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

CITY CLERK, CITY OF TREASURE ISLAND
10451 GULF BOULEVARD
TREASURE ISLAND, FLORIDA 33706
PHONE: (727)-547-4575
FAX: (727)-547-4582
CITYCLERK@MYTREASUREISLAND.ORG

20.0 MISCELLANEOUS TERMS

20.1 Assignment. The City and the Consultant each bind themselves and their successors, legal representatives and assigns to the other party to this Agreement and to the partners,

successors, legal representatives and assigns of each other party, in respect to all covenants of this Agreement. The Consultant shall not assign or transfer its interest in this Agreement without written consent of the City.

20.2 Administration. The City authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the City and to make all managerial decisions on behalf of the City as they relate to the provisions of this Agreement. The City Manager will have the authority to transmit instructions, receive information, interpret and define the policy of the City and decisions pertinent to services covered by this Agreement. The City Manager has the right from time to time to designate such other employee of the City as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

20.3 Litigation. The services must be performed by the Consultant to the reasonable satisfaction of the City and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services under this Agreement and the character, quality, amount and value, which cannot be settled by mutual agreement of the Parties will be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement will be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above laying of venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Agreement.

20.4 Inspector General. The Consultant and any sub-consultants understand and will comply with section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to that section.

20.5 Notices. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. Mail, return receipt requested addressed to the following:

If to the City:
City of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33706
Attn: City Manager

If to Contractor:
V&A Consulting Engineers, Inc.
8600 Hidden River Pkwy.
Suite 550
Tampa, FL 33637
Attn: LJeff Crowley

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

20.6 Conflict. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

20.7 Interpretation. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Agreement's contents and agree that this Agreement will not be construed more strongly against any party, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

20.8 Consideration. Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged under this Agreement, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

20.9 Authority. The Parties represent and warrant that each is authorized to enter into this Agreement without consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective party to the terms hereof.

20.10 Amendment. This Agreement may not be amended or modified except in writing, executed by the Parties.

20.11 Compliance with All Laws. The Consultant, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and City, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

20.12 Attorney's 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 will pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorneys' fees, as may be set by the Court.

20.13 No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third Parties, including but not limited to the general public constituents or citizens of the City, nor shall it be construed as enforceable by any third Parties.

20.14 Entire Agreement. This Agreement embodies the entire Agreement of the City and the Consultant. There are no promises, terms, conditions or allegations other than those contained in this Agreement, and this document will supersede all previous communications, representations, and/or agreements whether written or verbal between the Parties to this Agreement. In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Contract, the Parties specifically agree and understand that any such purchase order, memorandum, letter, or other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions, contained, whether printed or written, will in no way modify the covenants, terms, and provisions of this Agreement.

20.15 Waiver. Failure to insist upon strict compliance with any terms, covenants or conditions of the Agreement will not be deemed a waiver of such, nor will any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach. Any waiver, alteration or modification of any of the provisions of the Agreement,

or cancellation or replacement of this Agreement, will not be valid unless in writing and signed by the Parties.

20.16 Right to Suspend. The City reserves the right to suspend the rights granted to the Consultant under this Agreement immediately upon verbal or written notice if the City determines, in its sole and absolute discretion, that suspension is necessary to protect the public health, safety, or welfare. The suspension shall remain in effect until the City provides verbal or written notice that it has been lifted.

20.17 Non-Discrimination. Consultant shall not discriminate against anyone because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information, or other protected category.

20.18 Scrutinized Companies. By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Consultant certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) it does not have Business operations or is engaged in business in Cuba or Syria, and (e) it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the City may terminate this Agreement immediately for cause if: (1) Consultant is found to have submitted a false certification regarding (a) – (e) above in accordance with section 287.135(5), Florida Statutes, (2) Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is or has been engaged in Business operations in Cuba or Syria or a Boycott of Israel, or (3) Consultant is found to have been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran. Such termination shall be in addition to any and all remedies available to the City at law or in equity. The terms "Boycott of Israel" and "Business operations" used in this section are defined as in Section 287.135, Florida Statutes. The Lists referred to in this section are those Lists in and maintained pursuant to section 287.135, Florida Statutes.

20.19 No Affiliation with Foreign Countries of Concern. Pursuant to section 286.101, Florida Statutes, Consultant shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 ore more and such interest existed at any time or such contract or grant or gift was received or in force at any time during

the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Consultant's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Consultant represents that within one (1) year before proposing any contract to the City, Consultant provided a copy of such disclosure to the Florida Department of Financial Services.

20.20 E-Verify. Consultant shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Agreement. Consultant shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Consultant. Consultant may not enter into a contract with a subcontractor to perform work under this Agreement unless and until the subcontractor registers with and uses the E-Verify system. If Consultant enters into a contract with a subcontractor to perform work under this Agreement, Consultant must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant must maintain copies of all such affidavits for the duration of this Agreement. The City may terminate this Agreement for cause if the City determines that Consultant or Consultant's subcontractor has not complied with any applicable provision of sections 448.09 or 448.95, Florida Statutes, as may be amended. The City will terminate this Agreement for cause if the City has a good faith belief that the Consultant has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the City has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but the City determines that the Consultant otherwise complied with section 448.09(1), Florida Statutes, as may be amended, the City will notify the Consultant as such, and the Consultant must immediately terminate Consultant's contract with said subcontractor. If this Agreement is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this Agreement and may not be considered as such; (b) Consultant may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated; and, (c) Consultant is liable for any additional costs incurred by the City as a result of the termination of the Agreement.

20.21 No Issuance of Identification Documents. Consultant agrees that Consultant does not and will not, nor will it allow a subcontractor to, use any funds from the City for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.

20.22 Equal Opportunity Employer. The Consultant is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Consultant will further ensure that all subcontractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

20.23 Electronic Signatures. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

20.24 Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

20.25 Computation of Time. Any reference in this Agreement to time periods shall by computed by calendar days unless otherwise specified. In the computation thereof, any time period which ends on a Saturday, Sunday, or legal holiday shall extend to 5:00 p.m. of the next business day. The computations stated in this paragraph shall only apply to time periods referenced in this Agreement and shall not apply to any deadlines for which a date certain is provided.

20.26 Headings and Section References. The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Consultant have made and executed this Agreement on the date and year first above written.

WITNESSES:

Signature

Leonard Skelton, PSM
Printed Name

CONSULTANT

V&A Consulting Engineers, Inc.
Company Name

Signature

Contract Manager
Title

Jeff Crowley, PE
Printed Name

CITY OF TREASURE ISLAND, FLORIDA

City Clerk

Mayor

Approved as to form and sufficiency:

City Attorney

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: V&A Consulting Engineers

Discipline: Civil

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Principal-in-Charge	$ 94.55	$ 312.02	$ 321.38	$ 331.02	$ 340.95	$ 351.18	$ 361.71
Senior Project Manager	$ 84.24	$ 277.99	$ 286.33	$ 294.92	$ 303.77	$ 312.88	$ 322.27
Project Manager	$ 76.06	$ 251.00	$ 258.53	$ 266.28	$ 274.27	$ 282.50	$ 290.98
Senior Project Engineer	$ 70.91	$ 234.00	$ 241.02	$ 248.25	$ 255.70	$ 263.37	$ 271.27
Project Engineer	$ 64.24	$ 211.99	$ 218.35	$ 224.90	$ 231.65	$ 238.60	$ 245.76
Deputy Engineer	$ 60.61	$ 200.01	$ 206.01	$ 212.19	$ 218.56	$ 225.12	$ 231.87
Associate Engineer	$ 56.06	$ 185.00	$ 190.55	$ 196.26	$ 202.15	$ 208.22	$ 214.46
GIS Specialist	$ 56.06	$ 185.00	$ 190.55	$ 196.26	$ 202.15	$ 208.22	$ 214.46
Graduate Engineer	$ 47.27	$ 155.99	$ 160.67	$ 165.49	$ 170.46	$ 175.57	$ 180.84
CAD Designer	$ 46.36	$ 152.99	$ 157.58	$ 162.30	$ 167.17	$ 172.19	$ 177.36
Engineering Associate	$ 41.82	$ 138.01	$ 142.15	$ 146.41	$ 150.80	$ 155.33	$ 159.99
Senior Inspector	$ 41.82	$ 138.01	$ 142.15	$ 146.41	$ 150.80	$ 155.33	$ 159.99
Project Administrator	$ 29.09	$ 96.00	$ 98.88	$ 101.84	$ 104.90	$ 108.05	$ 111.29
		$ -	$ -	$ -	$ -	$ -	$ -
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Overhead/Fringe multiplier:** 3.30

Signature

Construction Services Manager
Title

Jeff Crowley
Printed Name

02/02/26
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT B: RFQ 26-003 Contract Rates

Company Name: V&A Consulting Engineers
Discipline: Surveying

Annual Multiplier: (in %)			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	**Initial Rates**	**2026 Rates**	**Jan. 2027 Rates**	**Jan. 2028 Rates**	**Jan. 2029 Rates**	**Jan. 2030 Rates**	**Jan. 2031 Rates***
Sr. Professional Land Surveyor	$ 77.88	$ 257.00	$ 264.71	$ 272.66	$ 280.84	$ 289.26	$ 297.94
Senior CAD/GIS Specialist	$ 56.06	$ 185.00	$ 190.55	$ 196.26	$ 202.15	$ 208.22	$ 214.46
Graduate Engineer	$ 47.27	$ 155.99	$ 160.67	$ 165.49	$ 170.46	$ 175.57	$ 180.84
CAD Designer	$ 46.36	$ 152.99	$ 157.58	$ 162.30	$ 167.17	$ 172.19	$ 177.36
Survey Manager	$ 43.33	$ 142.99	$ 147.28	$ 151.70	$ 156.25	$ 160.94	$ 165.76
Engineering Associate	$ 41.82	$ 138.01	$ 142.15	$ 146.41	$ 150.80	$ 155.33	$ 159.99
Survey Crew (2 Man)	$ 78.79	$ 260.01	$ 267.81	$ 275.84	$ 284.12	$ 292.64	$ 301.42
Technician	$ 35.15	$ 116.00	$ 119.47	$ 123.06	$ 126.75	$ 130.55	$ 134.47
Project Administrator	$ 29.09	$ 96.00	$ 98.88	$ 101.84	$ 104.90	$ 108.05	$ 111.29
		$ -	$ -	$ -	$ -	$ -	$ -
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Overhead/Fringe multiplier:** 3.30

Jeff Crawley
Signature

Construction Services Manager
Title

Jeff Crawley
Printed Name

02/02/26
Date

Notes:

* Rates effective January 2031 will expire upon the 5-year anniversary of the contract effective date.
** Overhead/Fringe Multiplier to remain constant throughout contract

CITY OF TREASURE ISLAND

REQUEST FOR QUALIFICATIONS 26-003

General Consulting Services

ISSUED OCTOBER 20, 2025

RESPONSES DUE DECEMBER 15, 2025 by 1 PM

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I. SOLICITATION SCHEDULE

Statements of Qualification (SOQs) may be hand-delivered or mailed to City of Treasure Island City Hall, 10451 Gulf Boulevard, Treasure Island, FL 33706 to the attention of David Green, Assistant Finance Director; or submitted online via DemandStar. All SOQs, **one (1) with original signature, and one (1) additional digital (PDF) version of the original** must be received before the closing date and time. All SOQs must be submitted on the City's official Proposal Form. **All envelopes must be clearly marked "General Consulting Services"**. Respondents submitting via DemandStar do not need to submit original hard copies, but must submit all requirements via DemandStar and must submit before the stated closing date.

IMPORTANT DATES
(*tentative and subject to change)

October 20, 2025	Solicitation posted
November 25, 2025	Questions due by 12pm
December 5, 2025	Answers posted by 5pm
December 15, 2025	Closing Date / Proposal Opening 2pm
January 20, 2026*	Commission Award of Contract

Any SOQs received after the specified date and time will not be considered. The public meeting to open all submissions will be held shortly after the closing date/time at the City of Treasure Island Helm Boardroom, Third Floor, located at 10451 Gulf Boulevard, Treasure Island, FL.

The City of Treasure Island is committed to ensuring that all solicitation documents are available and accessible to the public at-large. Should you experience any difficulty in accessing any of these solicitation documents, please contact the Assistant Finance Director at dgreen@mytreasureisland.org.

The RFQ document may be obtained from the Internet via the City's Website www.mytreasureisland.org or from DemandStar. Questions concerning the RFQ should be submitted by email to dgreen@mytreasureisland.org by November 25, 2025, by 12 PM. All questions will be answered and posted on the City's DemandStar portal by December 5, 2025, by 5 PM.

The City of Treasure Island reserves the right to accept or reject any or all SOQs, to waive technical errors, irregularities, or informalities in any SOQs received, and to accept the submission which is deemed by the City to best serve the City.

II. OVERVIEW

The City of Treasure Island (the City) wishes to keep under contract a number of qualified consultants to assist with various projects, generally under the direction of the Department of Public Works. Under this solicitation, the City is seeking consultants qualified in one or more of several disciplines. Up to three qualified firms will be selected for each discipline. Interested firms are encouraged to submit a Statement of Qualifications (SOQ) for all disciplines they are qualified to perform. The resulting Agreement(s) will be for a term of five years with the possibility of one two-year extension.

III. SCOPE OF SERVICES

The services that may be required of the Consultants include but are not limited to the following disciplines, as listed below:

(1) Civil Engineering
(2) Structural Engineering
(3) Electrical Engineering
(4) Transportation Engineering
(5) Environmental Engineering
(6) Coastal Engineering
(7) Geotechnical Engineering
(8) Architecture
(9) Landscape Architecture
(10) Surveying

The Consultant shall perform all services in accordance with generally accepted professional standards consistent with professional skill and care and the orderly progress of the work. All work shall conform to and be in compliance with applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures, and directives.

The selected consulting firm(s) will work on an as-needed basis, and the Contract does not guarantee the selected Consultant(s) any work. The City reserves the right to issue separate contracts and work authorizations for specific services at the City's sole discretion.

The Consultant must:

- Provide a list of qualified personnel that will be assigned to carry out responsibilities under this Request for Qualifications.
- Utilize competent personnel who are qualified by experience and education to perform the requested work authorizations.
- Keep the City abreast of project progress, cost, and schedule.
- Provide project reports including schedules and project budgets.
- Participate in meetings, as requested.
- Assure quality of work product and be responsible for errors and omissions in all submissions.

On an as-needed basis, the Consultant will provide services, as required by the City. The scope of services outlined in this RFQ presents examples of tasks to be performed by the Consultant.

Work under each discipline may involve, but is not limited to, the following general tasks:

- Planning
- Design
- Permitting
- Construction oversight
- Inspection
- Training
- Development of capital improvement programs
- Development or review of standard operating procedures or regulations
- Providing funding services
- Preparing technical reports
- Development of estimations and schedules
- Modeling
- Preparation of bid plans and/or specifications
- Development of rate studies or impact fee studies
- Public Outreach

IV. QUALIFICATIONS & EXPERIENCE REQUIREMENTS

Statements of Qualifications will be considered from firms normally engaged in implementing the services requested. Respondents must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City. The City reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions of the Contract. The City will determine whether the evidence of the ability to perform is satisfactory and reserves the right to reject all Statements of Qualifications where evidence submitted, or investigation and evaluation, indicates inability of a firm to perform. Firm principals must have performed continuous architectural, mapping, or engineering services for a minimum of five years. To qualify for consideration, the respondent must present proof of any licensing or certification which will be required by law to perform the services set out in the scope of services outlined in this RFQ.

V. SUBMISSION REQUIREMENTS

The purpose of this section is to provide information related to the qualifications of firms interested in performing the services requested in this RFQ. Responses to all subsets of this section are mandatory. Failure to provide the requested information may result in the firm's submission being deemed non-responsive. A non-responsive submittal will not receive further consideration. Upon submission, all submittals become the property of the City and are subject to public records laws. All expenses incurred in the preparation of the submittal, including travel expenses for interviews, shall be borne by the Respondent**.**

A. Legal Name

SOQs must clearly indicate the legal name, address, and telephone number of the respondent: company(ies), firm(s), partnership(s), and/or individual(s). SOQs must be signed above the typed or printed name and title of the signer. The signer must have the authority to bind the respondent to the submitted proposal. The SOQ must contain evidence of respondent's authority and qualification to do business in the State of Florida.

- SOQ submission by a **corporation** must be submitted with the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal must be affixed and attested by the corporate secretary or an assistant corporate secretary. The corporate address and state of incorporation must be identified.
- SOQ submission by a **partnership** must be executed in the partnership name and signed by a partner, accompanied by evidence of authority to sign. The partnership's address for receiving notices must be identified.
- SOQ submission by a **limited liability company** must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices must be identified.
- SOQ submission by a **joint venture** must be executed by an authorized representative of each joint venturer. The joint venture's address for receiving notices shall be identified.
- SOQ submission by an **individual** must show the respondent's name and official address for receiving notices.

B. Required SOQ Submission Format & Procedures

Questions and requests for additional information should be addressed to David Green, Assistant Finance Director, by email at dgreen@mytreasureisland.org by November 25, 2025, at 12 PM. Only written interpretations or answers made as to the meaning or specifications of the scope of this RFQ will be binding. It is the further responsibility of each Respondent to determine whether any addenda have been issued to this RFQ and to incorporate any such addenda into the submission of qualifications.

All SOQs must be typewritten. Legibility, clarity, and completeness are essential. The deadline for submission of SOQs is 2 PM on December 15, 2025. SOQs may not be withdrawn, edited or modified after the submission deadline.

Submission Procedures – Mailed/Delivered (Option 1) or via DemandStar (Option 2)

OPTION 1

Each SOQ must have one (1) original of all required documents with original signature(s) and one (1) electronic copy on a flash drive submitted in a sealed envelope/package to:

Assistant Finance Director
City* of *Treasure Island
10451 Gulf Boulevard
Treasure Island, FL 33706

To prevent opening by unauthorized individuals, your SOQ should be identified as follows:

GENERAL CONSULTING SERVICES

Request for Qualifications No. 26-003

Name of CONSULTANT: _____

Address of CONSULTANT: _____

_____

Discipline(s) applied for: _____

OPTION 2

Respondents may submit **all** required documents via DemandStar and forgo the delivery or shipping of an original hard copy. This is a voluntary option.

Respondents must either submit via Option 1 **or** Option 2. SOQs submitted using both options could risk being deemed non-compliant.

The SOQs must be in 8.5x11 format, with the project and Consultant identified on the cover **clearly marked with all disciplines for which you are applying**. The organizational chart, to be provided in Section 3 of the SOQ, may consist of a one-page 11x17 "fold-out" which will be excluded from the page count. The following table lists the sections and corresponding information to be included in the SOQ. The SOQ must include a Table of Contents and should be tabbed in accordance with the outline presented below.

Section	Information to be Included in SOQ Submittal	Page Limit
TOC	Table of Contents	1 page
Section 1 – Proposal Sheet	Complete "Proposal Sheet" located in the "Required Forms" Section.	NA
Section 2 - Statement of Interest	A Letter of Commitment signed by the Project Manager describing the proposed relationship with the City and clearly listing each discipline for which you are applying.	1 page
Section 3 - Key Personnel & Experience	Provide up to five resumes for key personnel (project team) that demonstrate how the team will be able to accomplish tasks as directed by the City. The resumes and projects provided should only reflect those individuals' experience that will be directly responsible for project work for the City. An organization chart should be included and is limited to 1 page (excluded from page count). Emphasis should be placed on experience working for local governments.	12 pages
Section 3 - Approach	Description of how the respondent will execute and manage projects, ensure cost control and product quality, and adherence to project schedules.	5 pages
Section 4 - Team Availability	Indicate the location of team members and their current /projected workload.	3 pages
Section 5 - References	Provide a list of municipal community clients who may be contacted for references. Include the firm's role and responsibilities and a description of the work completed by the firm. Projects listed should support all disciplines for which you are applying.	2 pages
Section 6 – Required Forms	The following forms must be completed and submitted with the SOQ. Forms are located in the "Required Forms" Section herein: ○ Drug-Free Workplace Certificate ○ Addenda Acknowledgement Form ○ Public Entity Crimes Statement ○ Anti-Human Trafficking Affidavit ○ Truth In Negotiations Certification ○ Certification Regarding Lobbying ○ General Conditions	NA
Section 7 - Legal Information	Provide a list of any legal claims against the firm or any member of the project team, including sub-consultants, within the past five years, including those that settled out of court with a description of the claim and resolution. Disclose any ownership interest in other entities involved in these services which might reasonably be selected to perform work under the scope of services set forth in this RFQ, whether such ownership occurs by the respondent through a parent, subsidiary or holding company, or any other form of business entity. Submit entity names and the percent of ownership for each.	NA
Section 8 - Insurance	Provide proof of insurance in accordance with the requirements set forth in the RFQ.	NA
Section 9 – W-9 Form	Provide a completed W-9 Form.	NA
Section 10 - Certificates	Provide MBE/WBE/DBE certificates, if applicable.	NA
Section 11 - Contract	Include signed, unmodified contract.	NA
Total Page Limit:	**24 pages + Non-Applicable Items Listed Above**	

VI. SELECTION PROCESS

A. Procurement Process

The following steps will be taken in the procurement process:

1. Issuance of the RFQ;
2. The Evaluation Committee will review and independently score each SOQ received;
3. The Evaluation Committee will hold a public Scoring Meeting to read and review the scores aloud and produce a shortlist of qualified respondents for each discipline;
4. Staff will commence contract negotiations with firms in order of ranking;
5. Upon successful negotiation, staff will provide recommendations to the City Commission to execute contracts with firms for each discipline.

The City reserves the right to negotiate modifications to SOQs that it deems acceptable and to terminate negotiations in the event progress towards an agreed upon contract is deemed insufficient.

B. Evaluation Committee Members & Procedures

The SOQs received will be examined by an Evaluation Committee that will score the respondent's submissions. All discussions by the Evaluation Committee will occur during a public meeting. The determinations made by members of the Committee will be based upon the Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed under this RFQ.

Membership of the Evaluation Committee is subject to change, but is anticipated to be comprised of the following City personnel:

- Public Works Director
- Assistant Public Works Director
- Assistant Finance Director
- Special Projects Manager

C. Evaluation Criteria for Statements of Qualifications

In determining whether a firm is qualified, consideration will be given to, among other criteria, the following:

i. SOQ completeness;
ii. any known past performance;
iii. willingness and ability to meet time and budget constraints;
iv. location and availability of staff;
v. staff experience;
vi. project approach; and
vii. references.

The objective of the evaluation is to have equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The following scoring chart will be used by the Evaluation Committee to score the SOQs submitted for each discipline.

Component	Maximum Points Available
SOQ Format & Completeness	12
Team Experience	30
Project Approach / City Knowledge	28
Staff Availability	16
References	14
Total Points Available	**100**

D. Guidelines for Scoring Meeting

Respondents are welcome to attend the Scoring Meeting to further aid in the evaluation of qualifications if questions arise. The meeting will be held at City Hall, 10451 Gulf Boulevard, Treasure Island, FL 33706.

E. Contract Negotiation

Upon being chosen, contract pricing for hourly rates and expenses will be requested. Pricing is subject to negotiation and approval and must be submitted electronically as a Microsoft Excel Spreadsheet. Columns of the spreadsheet must include the following information:

- Position Title(s)
- Calendar Year 2026 Hourly Rate per position/title
- Maximum annual escalation factor (effective January 1, 2027). Annual escalation factor to be submitted for the entire contract term, including potential extensions.

Pricing must not be submitted until requested. Once agreed upon pricing is incorporated into the Contract with proper insurance documents, the contracts will be presented before the City Commission for approval. Based on the outcome and approval by the City Commission, contracts will be signed with the selected firms.

VII. REQUIRED FORMS

SECTION 1 - PROPOSAL FORM

SUBMITTED BY:

Official Name of Firm: _____

Address: _____

_____

_____

SUBMITTED TO: City of Treasure Island – RFQ 26-003

SUBMITTED FOR: General Consulting Services

RESPONDENT'S CONTACT INFORMATION:

Contact Person: _____

Title: _____

Phone: _____

Email: _____

Signature: _____

AFFILIATED COMPANIES:

Name: _____

Address: _____

_____

_____

TYPE OF ORGANIZATION *(select one)*:

SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

PARTNERSHIP

Date of Organization: _____

Type of Partnership (General or Limited): _____

Name and Address of Each Partner: _____

_____

_____

CORPORATION

State of Incorporation: _____

Date of Incorporation: _____

Executive Officers

-Chief Executive Officer: _____

-President: _____

-Vice President(s): _____

_____

-Treasurer: _____

-Secretary: _____

LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

JOINT VENTURE

State of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

RESPONDENT'S GENERAL INFORMATION

Type of License: _____

License Number: _____

Years of Business under License Number: _____

If nonresident, proof of authority to do business in the State of Florida (*Attach with form submission*).

Primary type of work your company performs: _____

Number of people permanently employed: _____

Is this organization an equal employment opportunity employer? _____

Does this organization have a Drug-Free Workplace policy pursuant to Section 287.087, Florida Statutes?
YES NO *If yes, include Attachment in this Section*

RESPONDENT'S BUSINESS REFERENCES *(not to be confused with the References in Sec. 5)*

Company Name: _____
Address: _____
Telephone Number: _____
Contact Person: _____
Company Name: _____
Address: _____
Telephone Number: _____
Contact Person: _____
Company Name: _____
Address: _____
Telephone Number: _____
Contact Person: _____

CERTIFICATIONS CERTIFIED BY:

Disadvantage Business Enterprise (DBE): _____

Minority Business Enterprise (MBE): _____

Woman Owned Enterprise (WBE): _____

Small Business Enterprise (SBE): _____

Other (_____): _____

Has firm listed in Section 1 ever failed to complete a contract awarded to it? YES NO

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a contract awarded to them in their name or when acting as a principal of another entity? YES NO

If YES to either of the two (2) questions above, list below or as an attachment and state why. Include each project's contact information

_____

_____

_____

The undersigned, as Respondent, does declare that no person other than the Respondent has any interest in this Proposal or in the contract to be executed, and that it is made without any connection with any other person or persons making a Proposal for the same articles, and it is in all respects fair and without collusion or fraud. More than one Proposal received for the same work from an individual, firm, partnership, corporation or joint venture under the same name or different names will not be considered. Reasonable grounds for believing that any Respondent has interest in more than one Proposal for the same work will cause the rejection of all Proposals in which the Respondent is interested. If there are reasonable grounds for believing collusion exists among Respondents, the Proposals of participants will not be considered.

The undersigned further declares that he/she has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. The Respondent, by signing below, accepts all of the terms and conditions of the Proposal and makes all representations required by the General Conditions.

The Respondent agrees if this Proposal is accepted to contract with the City of Treasure Island, Florida, in the form of contract specified, to furnish all material, equipment, machinery, tools, apparatus, means of transportation and labor necessary to provide the work in the Proposal.

_____
COMPANY NAME

_____ _____
NAME (PRINT) TITLE

_____ _____
SIGNATURE DATE

SECTION 2 - DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE PROPOSALS: Pursuant to Section 287.087 of the Florida Statutes, preference will be given to businesses with Drug-Free Workplace Programs. Whenever two or more Proposals that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a Proposal received from a business that certifies that it has implemented a Drug-Free Workplace Program will be given preference in the award process. Established procedures for processing tie Proposals will be followed in the event that none of the tied Respondents have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business must:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under the proposal a copy of the statement specified in subsection (1).
4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction or plea.
5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or who has pled.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

_____ _____

Signature Date

_____

Printed Name

SECTION 3 - ADDENDA ACKNOWLEDGEMENT FORM

This form must be submitted with all Statements of Qualifications, regardless of whether or not any addendum was issued.

ACKNOWLEDGEMENT is hereby made of receipt of the following addenda issued during the response period, if any:

	Signature	**Date**
Addendum No. 1	_____	_____
Addendum No. 2	_____	_____
Addendum No. 3	_____	_____
Addendum No. 4	_____	_____
Addendum No. 5	_____	_____
Addendum No. 6	_____	_____

SECTION 4 - PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES.

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

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

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

_____

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

(if the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____).

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

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes, means: a predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives' partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for

fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in paragraph 287.133(1)(e), Florida Statues, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract in which it bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. I understand that a person or affiliate who has been placed on the convicted vendor list following the conviction for a public entity crime, may not submit a bid, proposal or reply on a contract to provide goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, cub-consultant, or Consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount as provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

7. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting the sworn statement. (Please indicate which statement applies.)

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

   □ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

_____
(Signature)

Sworn to and subscribed before me this_____day of_____, 2025.

Personally known_____ _____

OR Produced Identification _____ Notary Public – State of Florida

_____ My Commission Expires _____
(Type of identification)

_____
(Printed, typed or stamped
commissioned name of notary public)

SECTION 5 - ANTI-HUMAN TRAFFICKING AFFIDAVIT

Instructions: This form must be completed by an officer or representative of an entity entering into, renewing, or extending, a contract with the City of Treasure Island.

The undersigned, on behalf of _____ ("Consultant"), hereby attests as follows:

A. Consultant understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City of Treasure Island from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:

- **"Coercion"** means: **(1)** using or threatening to use physical force against any person; **(2)** restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; **(3)** using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; **(4)** destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; **(5)** causing or threatening to cause financial harm to any person; **(6)** enticing or luring any person by fraud or deceit; or **(7)** providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
- **"Labor"** means work of economic or financial value.
- **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. Consultant hereby attests, under penalty of perjury, that Consultant does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, hereby represent that I make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.**

Authorized Signature: _____ Date: _____

Printed Name:_____ Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

_____
Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

SECTION 6 - TRUTH IN NEGOTIATIONS CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump sum or cost plus a fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City of Treasure Island (the City) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting. The truth of statements made in this Agreement may be relied on by the City and the undersigned is fully advised of the legal effect and obligation imposed on him/her by the execution of the instrument under oath.

The Consultant further agrees that the original agreement price and any additions will be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments must be made within (1) year following the end of the agreement. For purposes of this certificate, the end of the agreement will be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

Name of Consultant

Signature:_____ Date:_____

STATE OF _____

COUNTY OF_____

The foregoing instrument _____ was acknowledged before me this _____ day of _____2025 _____ (name of the person whose name is being notarized) as the _____ (title) of _____ (name of corporation/entity), personally known to me as described herein or produced a _____ (type of identification) as identification, and who (did I did not) take an oath.

_____
Printed Name of Notary Public

My Commission Expires: _____ NOTARY SEAL ABOVE

SECTION 7 - CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Consultant certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Name of Consultant

_____

Name and Title of Consultant's Authorized Official

Signature:_____ Date:_____

SECTION 8 - GENERAL CONDITIONS

To ensure acceptance, all Consultants submitting Proposals to the City of Treasure Island will be governed by the following conditions, attached specifications, and Proposal form(s) unless otherwise specified. Proposals not submitted on the Proposal form(s) provided or not complying with these conditions will be subject to rejection.

1. **Interpretations.** All questions concerning the specifications within must be directed by email to David Green, Assistant Finance Director at dgreen@mytreasureisland.org. Interpretations will be posted on the City's DemandStar portal. The City will not be responsible for any other explanation or interpretation. Only questions answered in writing will be binding. Oral and other representations, interpretations, or clarifications will be without legal effect.

2. **Respondent Representations.** It is the responsibility of each Respondent before submitting a Proposal to:

A. examine and carefully study the RFQ, and any data and reference items identified in the RFQ; become familiar with and satisfy itself as to all laws and regulations that may affect cost, progress, and performance of the Work;
B. promptly give the City written notice of all conflicts, errors, ambiguities, or discrepancies that Respondent discovers in the RFQ and confirm that the written resolution thereof by the City is acceptable to Respondent;
C. determine that the RFQ is generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
D. agree that the submission of a SOQ will constitute an incontrovertible representation by Respondent that Respondent has complied with every requirement of the SOQ, that without exception the Proposal and all prices in the SOQ are premised upon performing and furnishing the Work required by the RFQ and that the RFQ is sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance of the Work.

3. **Response Preparation Expenses.** Each respondent preparing SOQs in response to this request will bear all expenses associated with their preparation. Respondents shall prepare a response with the understanding that no claims for reimbursement may be submitted to the City for the expense or presentation.

4. **Sealed Proposals.** The specifications and all executed Proposal Forms must be submitted in a sealed envelope. An authorized representative of the Respondent must sign all Proposals. The face of the Proposal envelope must be plainly marked identifying the item and the date of the Proposal opening. No Proposals will be accepted after closing time for receipt of Proposals, nor will any offers by telephone, fax, or e-mail be accepted.

5. **Intent of Specifications.** It is the intent of the specifications to describe a certain item(s) or service(s) to be purchased by the City of Treasure Island including all materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the item(s) or service(s).

6. **Exceptions to Specifications.** During the drafting of written specifications, a sincere effort is made to describe products and services best suited to the needs of the City; however, in order that due consideration be given in evaluating Proposals, any exceptions to or deviations from the specifications as written must be noted and fully explained. The City Manager is the final authority in determining the acceptability of any exceptions to specifications.

7. **Approved Equivalents or Equals.** Any manufacturer's name, trade name, brand name, model number, etc., listed in the specifications are for information only, and are not intended to limit competition. The Respondent may offer any brand for which he is an authorized representative, which meets or exceeds the specifications as written. If the Proposal is based on an "approved equivalent or equal" item, supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the Proposal. The Respondent must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Treasure Island reserves the right to determine acceptance of proposed equivalent or equal items.

8. **Delivery.** Proposal quotations include all freight costs to Treasure Island, Florida to a point(s) specified in the Contract or specified at the time the purchase order is placed. No title to the item(s) ordered nor any risk of loss will be passed to the City until after receipt of delivery has been acknowledged by an authorized representative of the City.

9. **Mistakes.** Respondents are expected to examine the conditions, scope of work, Proposal prices, extensions, and all instructions pertaining to the item(s) involved. Failure to do so will be at the Respondent's risk. The actual unit prices of the Proposal will govern an award.

10. **Proposal Withdrawals.** A Proposal may be withdrawn by an appropriate document duly executed in the same manner that a Proposal must be executed and delivered to the place where Proposals are to be submitted prior to the date and time for the opening of Proposals. Upon receipt of such notice, the unopened Proposal will be returned to the Respondent. If a Respondent wishes to modify its Proposal prior to Proposal opening, Respondent must withdraw its initial Proposal and submit a new Proposal prior to the date and time for the opening of Proposals. Withdrawal of a Proposal will not prejudice the rights of a Respondent to submit a new Proposal prior to the Proposal submission deadline date and time. After expiration of the period for receiving Proposals, no Proposal may be modified.

11. **Selection of Proposal.** Prior to contract award, any Respondent may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the City. The City may conduct such investigations as the City deems necessary to establish the responsibility, qualifications, and financial ability of Proposal and any proposed sub-consultants, suppliers and individuals, or entities to perform the Work in accordance with the Contract Documents. In evaluating whether a Respondent is responsible, the City will consider the qualifications of the Respondent and may consider the qualifications and experience of suppliers proposed for those portions of the Work for which they identify suppliers must be submitted as provided in the Proposal Documents. The City will also consider whether the Respondent is of doubtful financial ability or

fails to meet any other pertinent standard or criteria established by the City. The City, at its sole discretion, may select the Respondent that it believes is appropriately qualified, responsible, and responsive.

12. **Award of Proposals.** Recommendations for award of Proposal are made to the City Commission based on the highest ranked, most responsive, and most responsible Respondent(s) meeting all conditions and requirements of the specifications. The contract awarded will be legally binding on both parties at the time of award by the City Commission.

13. **Rejection of Proposals.** The City reserves the right to accept or reject any or all Proposals.

14. **Identical Tie Proposals.** In the event that two or more Proposals are identical in price, preference will be given to businesses with Drug-Free Workplace Programs. A Drug-Free Workplace Certificate is enclosed.

15. **Protests.** Respondents who do not agree with the City's recommendation for award will be afforded the opportunity to protest the recommendation by submitting written notice to the Assistant Finance Director within five (5) working days after notice of award. The protest must state the grounds for the protest and the action requested. Proposals not meeting the minimum published requirements (including specifications and/or scope of service) are not subject to protest. The petitioner will be furnished a copy of the written determination and recommendation.

A. The Department Director shall prepare and submit a written determination to the City Manager recommending either approval or disapproval of the petition.
B. The City Manager shall review and either approve or disapprove the recommendation of the Director.
C. Decisions of the City Manager may be appealed to the City Commission by submitting to the City Clerk a written request for hearing within five (5) working days from the date of the City Manager's written decision. The written request shall state the grounds for the appeal and the action requested of the City Commission.
D. A final decision under this section will be conclusive and shall represent the position of the City.
E. In the event of a timely protest and/or appeal, the City shall not proceed further with the solicitation or award for the respective discipline unless the City Manager justifies the award in order to protect the public health, welfare, or safety of the City.

16. **Consultants' Competitive Negotiation Act (CCNA).** Professional services requested in this RFQ are within the scope of the practice of architecture, landscape architecture, professional engineering, design, construction management, and/or registered land surveying, as defined by the laws of the State of Florida. The provisions of Section 287.055 of the Florida Statutes apply. Upon selection of the most qualified respondent(s), the City will enter into the competitive negotiation process. Negotiations shall include direct hourly rates which may include a multiplier for overhead, fringe benefits and operating margin. Upon completion of fee review/negotiations, an Agreement for Professional Services will be awarded at the discretion of the City Commission.

17. **Lobbying.** Lobbying is prohibited in all City of Treasure Island competitive selection processes and contract awards including, but not limited to, requests for qualifications, bids, or proposals and the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, a bid protest being resolved, or the competitive selection process being otherwise concluded. The prospective Respondent may contact the City's main office as specified in the RFQ, to address situations such as clarifications relating to the procurement process or Respondent protests.

Lobbying of evaluation committee members, city government employees or elected officials regarding requests for proposals, requests for qualifications, invitations to bid, purchasing contracts, or bid protests by the Respondent/protestor, any member of the Respondent's/protestor's staff, any agent or representative of the Respondent/protestor, or any person employed by any legal entity affiliated with or representing a Respondent/protestor is strictly prohibited from the date of the advertisement, or on a date otherwise established by the City Commission, until: an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section or on behalf of a Respondent/protestor will result in the disqualification or rejection of the Proposal, quotation, statement of qualification, Proposal or contract and may lead to debarment of the Respondent or Respondent/protestor.

For purposes of this provision, lobbying means influencing or attempting to influence action or non-action and/or attempting to obtain the goodwill of persons specified in this section involved in the selection, ranking, or contract award in connection with any requests for Proposal, requests for quotation, requests for qualification, Proposal or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract will be the effective date of the purchasing contract.

Any evaluation committee member, city government employee or elected official who has been lobbied must immediately report the lobbying activity to the City Manager.

18. **Proposals From Related Parties or Multiple Proposals Received From One Respondent.** Where two (2) or more related parties each submit a Proposal or multiple Proposals are received from one (1) Respondent, for any contract, such Proposals will be judged non-responsive. Related parties means Respondents or the principles thereof, which have a direct or indirect ownership interest in another Respondent for the same contract or in which a parent company or the principles thereof of one (1) Respondent have a direct or indirect ownership interest in another Respondent for the same contract.

19. **Assignment/Subcontracting/Corporate Acquisition and/or Mergers.** The Consultant shall perform this Contract. If a Respondent intends to subcontract a portion of this work, the Respondent must disclose that intent in the Proposal. No assignment or subcontracting will be allowed without prior written consent of the City. In the event of a corporate acquisition and/or merger, the Consultant must provide written notice to the City within thirty (30) business days of Consultant's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which will not be unreasonably exercised by the City, includes but is not limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a contract to a Respondent, which has disclosed its intent to

assign or subcontract in its response to this solicitation, without exception will constitute approval for purposes of this Contract.

20. **Additional Requirements.** The City reserves the right to request additional goods or services relating to this Agreement from the Consultant. When approved by the City as an amendment to this Agreement and authorized in writing, the Consultant must provide such additional requirements as may become necessary.

21. **Documents Related to Contracted Work.** All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and will be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Agreement in whole or in part. The City acknowledges that such documents are not intended or represented to be suitable for use by the City or others for purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk without liability or legal exposure to the Consultant. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in the documents provided.

22. **Required Disclosure.** With its Proposal submission the Respondent must disclose all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this state or any other state of the United States against (i) Respondent, (ii) any business entity related to or affiliated with Respondent, or (iii) any present or former executive employee, officer, director, stockholder, partner or owner of Respondent or of any such related or affiliated entity. This disclosure will not apply to any person or entity that is only a stockholder and owns 20 percent or less of the outstanding shares of a Respondent whose stock is publicly owned and traded.

At its sole discretion, the City may reject any Proposal the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack, honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the disclosure required in this Section. By submitting a Proposal, Respondent recognizes and accepts that the City may reject the Proposal based upon the exercise of its sole discretion and Respondent waives any claim it might have for damages or other relief resulting from the rejection of its Proposal based on these grounds.

23. **Scrutinized Companies.** By engaging in business with the City, each Respondent confirms their business entity is not on the Scrutinized Companies that Boycott Israel List as described in Section 287.135 of the Florida Statutes, or engaged in a boycott of Israel or, for goods or services over one million dollars, Bidders confirm they are not on any of the scrutinized company lists identified in Section 287.135 of the Florida Statutes, or engaged in any such activity identified in that section.

A. A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes, or is engaged in a boycott of Israel.

B. A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes, or engaged in business operations in Cuba or Syria.

24. **Tax.** The City of Treasure Island is exempt from all State and local sales tax.

25. **Payment of Invoices.** The City of Treasure Island issues checks for payment of invoices on the 1st and 3rd Friday of every month. The signed purchase order and a correct invoice must have been received before payment can be made. All purchases are subject to availability of funds in the City's budget.

26. **Appropriations Clause.** By submitting a Proposal, the Consultant certifies that he/she understands that the City, an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract is executed and entered into and for which this contract will remain in effect. The City will, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance of this contract, provide written notice to the consultant of such event within thirty (30) days and be thereafter released at all further obligations in any way related to the contract.

27. **Legal Requirements.** All applicable provisions of federal, state, county, and local laws including all ordinances, rules, and regulations govern the development, submittal and evaluation of all Proposals received in response to these specifications and govern any and all claims between person(s) submitting a Proposal and the City of Treasure Island, by and through its officers, employees and authorized representatives. A lack of knowledge by the Respondent concerning any of the aforementioned will not constitute a cognizable defense against the legal effect thereof. The Respondent agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age, or disability (as provided by law).

The selected Consultant will be required to provide expert witnesses, if required by the City, to testify in connection with any suit at law. A supplemental agreement will be negotiated between the City and the selected Consultant describing the services desired and providing a basis for compensation to the selected Consultant.

28. **Licenses, Registration and Certificates.** Each Respondent must be authorized to conduct business in the State of Florida and must possess at the time of submitting its Proposal all licenses,

registrations and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty Consultant) in the City of Treasure Island. Respondent must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations.

29. **Permits and Taxes.** The Respondent shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

30. **Public Records.** By submitting a Proposal, the Consultant certifies that he/she understands that the City, an entity of government, is subject to the Public Records Act and in accordance with Section 119.0701 of the Florida Statutes the Consultant may be subject to the Public Records Act. Any claim of confidentiality is waved upon submission, effective after Proposal opening pursuant to Section 119.07 of the Florida Statutes. Any subsequent contract entered into between the City and Consultant related to the scope of services outlined in this RFQ will be conditioned on the Consultant's compliance with the Public Records Act as provided in Section 119.0701 of the Florida Statutes.

31. **Unauthorized Aliens.** The City will consider the employment by the Respondent of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation will be cause for unilateral termination of this Contract.

32. **Utilities.** The City will not provide utilities such as water, electricity or refuse pickup unless noted in Proposal documents.

33. **Termination.** A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause, whenever the City determines in its sole discretion that such termination is in the best interests of the City. A Notice of Termination will be effective if delivered to the Respondent at least five (5) calendar days prior to the termination date contained in the Notice. The Notice of Termination shall specify the extent to which performance will be terminated, and the date upon which termination becomes effective. An equitable adjustment in the contract price will be made for the completed service, but no amount will be allowed for anticipated profit on unperformed services.

34. **Conflict of Interest and Code of Ethics**. The Respondent represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required in the Contract. Such conflicts shall include but not be limited to the engagement of any services of any person or persons in the employ of the City, on either a full or part-time basis. The Respondent further represents that no person having any such interest will be employed by it/him/her during the agreement term and any extensions.

The Respondent shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided in the Contract. Such written notification must identify the prospective business association, interest or circumstance, the nature of wok that the Respondent may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Respondent. The City agrees to notify the

Respondent of its opinion, by certified mail, within thirty (30) days of receipt of notification by the Respondent.

With respect to this RFQ, if any respondent violates, directly or indirectly, the ethics provisions of the Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such respondent will be disqualified from eligibility to perform the work described in this RFQ and may also be disqualified from furnishing future goods or services to the City and from submitting any future bids or proposals to supply goods or services to the City.

By submitting an SOQ, the respondent represents to the City that all statements made and materials submitted are truthful, with no relevant facts withheld. If a respondent is determined to have been untruthful in its SOQ or any related presentation, such respondent will be disqualified from eligibility to perform the work described in this RFQ and may also be disqualified from furnishing future goods or services to the City, and from submitting any future bids or proposals to supply goods or services to the City.

By offering a submission to this RFQ, the respondent certifies that no attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principals(s) interested in this submission are named therein and no person other than those therein mentioned has/have any interest in this submission or in the agreement to be entered. Any prospective firm should make an affirmative statement in its proposal to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

35. **Equal Employment Opportunity.** In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, the City hereby notifies all prospective respondents that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of contract.

36. **Americans with Disabilities Act.** The City does not discriminate upon the basis of any individual's disability status. Anyone requiring reasonable accommodation for the public meetings specified herein (i.e., Mandatory Pre-Submittal Meeting or Presentation), should contact the City's Assistant Finance Director at least twenty-four hours in advance of the activity to request reasonable accommodations.

37. **No Consideration of Consultant's Social, Political or Ideological Interests.** Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City may not request documentation of or consider any of the Consultant's social, political or ideological interests when determining if the Consultant is a responsible Consultant, nor may the City give preference to the Consultant based on the Consultant's social, political or ideological beliefs.

38. **Insurance Requirements.**

A. The Consultant is required, at its own cost and expense, to acquire, maintain, and provide evidence of the minimum insurance policies and limits, and keep specified insurance in force until the City accepts that the Consultant has satisfactorily completed all work required under the Contract; and cause sub-consultant(s), if utilized, to acquire and maintain the same.

1) The Consultant, if selected, will provide the City with a Certificate or Certificates of Insurance showing the existence of coverage as required by the Contract prior to the start of any work under this Contract. In addition, the Consultant will provide to the City, if requested in writing, certified copies of all policies of insurance. New certificates and new certified copies of policies shall be provided to the City whenever any policy is renewed, revised, or obtained from other insurers. The City of Treasure Island shall be named as the Certificate Holder.

   The address where such certificates and certified policies shall be sent or delivered is as follows:

   City of Treasure Island
   Attention: Public Works Department
   10451 Gulf Boulevard
   Treasure Island, FL 33706

2) All required policies providing liability coverage(s), other than Professional Liability and Workers' Compensation policies, for both Consultant and sub-consultant(s) shall be endorsed to include The City of Treasure Island as an Additional Insured.
3) The Named Insured on the Certificate of Insurance must match the entity's name that responded to the RFQ and is signing the Contract with the City.
4) Consultant shall notify the City within twenty-four (24) hours of receipt of any notice of policy expiration, cancellation, nonrenewal, or adverse material change in the required coverages received by Consultant from its insurer.

B. Specific Insurance Coverages and Limits

All requirements in this Insurance Section shall be complied with in full by the Consultant unless excused from compliance in writing by the City. The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the term of this Contract for all employees engaged in this work under this Contract, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

1) Workers' Compensation: Florida Statutory Requirements
   Employer's Liability: $1,000,000 Each Employee
   $1,000,000 Each Employee Disease
   $1,000,000 Aggregate Disease

2) Commercial General Liability Insurance: The Consultant shall provide for all operations, including but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. Projects with a Completed Operations exposure are required to maintain coverage for a period of two (2) years beyond final acceptance by the City.

   $1,000,000 Per Occurrence
   $1,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal/Advertising Injury
   $2,000,000 General Aggregate

3) Business Automobile Liability Insurance: The Consultant shall provide coverage for all owned, hired, and non-owned vehicles.

   $1,000,000 Combined Single Limit Per Accident

4) Professional Liability (Errors and Omissions) Insurance: The Consultant shall provide coverage with at least minimum limits shown below. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Consultant may submit annually to the City, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

   $1,000,000 Each Occurrence or Claim
   $2,000,000 General Aggregate

   For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

   The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting engineering services for the City pursuant to this contract shall be liable in accordance with section 471.023(3) of the Florida Statutes.

5) Property Insurance: Consultant will be responsible for all damage to its own property, equipment, and/or materials.

C. These insurance requirements shall not limit the liability of the Consultant and/or sub-consultant(s). Any remedy provided to the City by the insurance provided by the Consultant and its consultants or sub-consultants will be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Consultant) available to the City under contract or otherwise.

D. All policies shall be written on a primary, non-contributory basis.

E. Insurance Policies, other than Professional Liability, shall include waivers of subrogation in favor of the City.

F. Companies issuing the insurance policy, or policies, shall have no recourse against the City for payment of premiums or assessments for any deductibles which are all at the sole responsibility and risk of the Consultant.

G. All insurance policies must be placed with insurers duly authorized to do business in the State of Florida and have a current AM Best rating of A- VII or better.

H. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

I. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the Consultant's obligation to fulfill the insurance requirements specified in this Contract.

J. Precaution shall be exercised at all times by the Consultant for the protection of all persons, including employees, and property. The Consultant shall be expected to comply with all applicable laws, regulations, or ordinances related to safety and health, and shall make special efforts where appropriate to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Consultant acknowledges that such stoppage will not shift responsibility for any damages from the Consultant to the City.

K. No Waiver
Neither approval nor failure to disapprove insurance furnished by the Consultant or its sub-consultant will relieve the Consultant or sub-consultant from responsibility to prove insurance as required.

L. Indemnification Requirements

The Consultant must agree to a provision requiring that it indemnify, defend, and hold harmless the City, any federal, county or municipal funding agency, and all of their officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Consultant, its agents, or employees during the performance of the Contract.

39. **Clean Air Act.** The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C § 7401 *et seq*.

The Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

40. **Water Pollution Control Act.** The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq*.

The Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

41. **Debarment and Suspension.** This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Consultant is required to verify that none of the Consultant's principals (defined at 2 C.F.R § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Consultant must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by the City. If it is later determined that the Consultant did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

42. **Byrd Anti-Lobbying Amendment, as amended, 31 U.S.C. § 1352.** Consultants who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal agency.

43. **Prohibition on Contracting for Covered Telecommunications Equipment or Services.**

A. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Service, as used in this clause.

B. Prohibitions.
   1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
   2) Unless an exception in paragraph C of this clause applies, the Consultant and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
      i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
      ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
      iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
      iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as technology as part of any system.

C. Exceptions.
   1) This clause does not prohibit contractors from providing:
      i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to:
   i. Covered telecommunications equipment or services that:
      a. Are not used as a substantial or essential component of any system; and
      b. Are not used as critical technology of any system.
   ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting Requirement.
   1) In the event the Consultant identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Consultant is notified of such by a subcontractor at any tier or by any other source, the Consultant shall report the information in paragraph D(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
   2) The Consultant shall report the following information pursuant to paragraph D(1) of this clause:
      i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
      ii. Within 10 business days of submitting the information in paragraph D(2)(i) of this clause: Any further available information about mitigation actions undertaken recommended. In addition, the Consultant shall describe the efforts it undertook to prevent use of submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

E. Subcontracts. The Consultant shall insert the substance of this clause, including this paragraph E, in all subcontracts and other contractual instruments.

44. **Domestic Preferences for Procurements.** The Consultant should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

45. **Access to Records.** The Consultant agrees to provide the City, the FEMA Administrator, the Comptroller General of the Unites States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examination, excerpts, and transcriptions.

The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City and the Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

46. **DHS Seal, Logo, and Flags.** The City must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

47. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

48. **No Obligations by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the recipient or subrecipient, contractor, consultant, or any other party pertaining to any matter resulting from the contract.

49. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

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ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED TO THIS AGREEMENT WHICH VARY FROM THESE GENERAL CONDITIONS WILL HAVE PRECEDENCE

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM AGREES TO COMPLY WITH AND ACCEPTS THE GENERAL CONDITIONS.

Signature:_____ Date:_____

Printed Name:_____

APPENDIX A – CONTRACT

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CONTRACT BETWEEN THE CITY OF TREASURE ISLAND AND

_____

PERTAINING TO GENERAL CONSULTING SERVICES RFQ 26-003 AGREEMENT FOR PROFESSIONAL SERVICES - DISCIPLINE: _____

This Agreement is made and entered into on the_____day of_____, 2025, by and between the City of Treasure Island, Florida (City) and _____ (Consultant) (collectively the "Parties").

WITNESSETH:

WHEREAS, the City desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement; and

WHEREAS, the City selected the Consultant in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the Consultant in a Statement for Qualifications dated _____, 2025.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement (also referred to as "Contract") consists of this document including any and all attachments, the Request for Qualifications (RFQ 26-003), required Documents for RFQ 26-003, and Consultant's proposal submitted in response to RFQ 26-003 on or before December 15, 2025, as if all components were set forth in this Agreement verbatim. In the event of a conflict between the terms and conditions provided in this document including the attachments and the RFQ or proposal, the provisions in this document will prevail. No amendment will be effective until and unless reduced to writing and executed by the Parties.

2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of Consultant to the City will be that of a professional consultant, and Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

Consultant has the discretion, subject to the requirement that it perform the services required under this Agreement competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant is fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by the Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, sub-consultants, suppliers, experts, or other persons or organizations retained or utilized by Consultant for the services required under this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the City. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as provided in this agreement contemplated. Furthermore, Consultant is responsible for paying all income and employment taxes, and the City will not be responsible for collecting and paying withholding, FUTA, FICA and any other state or federal taxes.

Consultant shall perform all services in accordance with generally accepted professional standards. Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind must conform to and be in compliance with, and Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.0 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the Consultant to work with and for the City to provide General Consulting Services within discipline(s):

_____.

3.2 The documents will be prepared in sequence under individual work orders.

3.3 The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind shall conform to and be in compliance with, and the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.4 The Consultant's services under this Agreement will be provided under Work Authorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.

3.5 The Consultant shall maintain an adequate and competent staff of professionally qualified personnel available to the City for the purpose of rendering the required engineering and/or architectural services under this Agreement and must diligently execute the work to meet the completion time established in Work Authorization. The Consultant will not sublet, assign or transfer work under this Agreement to another associated firm, a subcontractor or a sub-consultant without the prior written consent of the City. The Consultant will require all associated firm-type firms, subcontractors and sub-consultants to adhere to the terms of this Agreement and the utilization of any such associated firm-type firm, subcontractor or sub-consultant by the Consultant will not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Agreement or any duly executed work authorizations.

3.6 The City reserves the right to enter into contracts with other consulting firms for similar services. The Consultant will, when directed to do so by the City, coordinate and work with other consulting firms retained by the City.

3.7 At all times during the performance of any of the services required under this Agreement, Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

4.1 There is no guarantee of work under this Agreement. Consultant shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization constitutes written notice to proceed.

4.2 If Consultant's services called for under any Work Authorization are delayed for reasons beyond the Consultant's control, the time of performance will be adjusted as appropriate.

4.3 It is the intent of the Parties that this Agreement continue in force until five (5) years from the date of initiation, with the option of the City to provide up to one two-year extension, subject to the provisions for termination contained in this Agreement. Assignments that are in progress at the Agreement termination date will be completed by the Consultant unless specifically terminated by the City.

4.4 Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.

4.5 If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

4.6 Each Work Authorization may establish the following:

a) A title for the project and/or Work Authorization number;

b) A general description of the purpose of the work;

c) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;

d) The scope items to which a lump sum fee applies and the total compensation that will be paid to the Consultant by the City for completion of the project services;

e) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;

f) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;

g) Description of deliverables;

h) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;

i) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;

j) A designated person to act on the Consultant's behalf on all matters concerning the Work Authorization;

k) The contract manager designated by the City; and

l) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 PROFESSIONAL SERVICES/CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Contract are within the scopes of practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Section 287.055 of the Florida Statutes applies to this Contract.

6.0 GENERAL CONSIDERATIONS

6.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and must be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Contract in whole or in part. The City acknowledges that such documents are not intended or represented to be suitable for use by the City or others for purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk without liability or legal exposure to the Consultant.

6.2 The Consultant will provide expert witnesses, if required by the City, to testify in connection with any suit at law. A supplemental agreement will be negotiated between the City and the Consultant describing the services desired and will provide a basis for compensation to the Consultant.

6.3 Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in any documents provided.

6.4 The Consultant agrees not to engage the services of any person or persons in the employ of the City to an allied capacity, on either a full or part-time basis, on the date of the signing of this Agreement, or during its term.

6.5 Key personnel assigned to City projects by the Consultant may not be removed from the projects until alternate personnel acceptable to the City are approved in writing by the City. Key personnel are identified as: Project Manager and technical experts.

6.6 The Consultant shall attach a brief status report on the project(s) with each request for payment.

6.7 The Consultant warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and

employees are duly registered as professional engineers in the State of Florida. The Consultant recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the Consultant is working for the residents of the City of Treasure Island, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the Consultant shall in all of its relationships with the City pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.0 COMPENSATION

7.1 The Consultant will be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of Consultant's invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit "B". The amount of compensation paid to the Consultant will in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the City to the Consultant will be limited to the extent set forth in section 112.061 of the Florida Statutes.

7.2 Except as may be addressed in the initiating Work Authorization, the compensation for services will be invoiced by the Consultant and paid by the City once each month. Such invoices will be due and payable upon receipt.

7.3 The Consultant agrees to allow full and open inspection of payroll records and expenditures in connection with hourly rate and cost plus fixed fee work assignments upon request of the City. Recognizing that the City is a public entity, the Consultant shall provide all of the necessary documents and records to the City, and to any independent auditor of the City upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the City paying said compensation and expenses.

7.4 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forgo use of Consultant for any project which may fall within the Scope of Services listed in this Agreement.

8.0 REPRESENTATIONS

8.1 **CITY REPRESENTATIONS:** The City conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in

accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). The request for qualifications (RFQ 26-003) (the RFQ) was publicly advertised on October 20, 2025. Statements of Qualifications (SOQs) were received by the deadline, including the Consultant's SOQ. The SOQs were publicly opened on December 15, 2025. An Evaluation Committee met publicly and reached consensus on the shortlist ranking. The City certified the short-listed firms, which included the Consultant, as qualified and authorized negotiation of the Agreement at a public meeting. The City has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the Consultant for the performance of professional consulting services.

8.2 CONSULTANT REPRESENTATIONS: The Consultant submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the City, with the knowledge that the City is relying on the proposal as an inducement for entering into this Agreement. The Consultant acknowledges that the City also relied upon the Consultant's representations identified in this Agreement as an inducement for entering into this Agreement.

The Consultant is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this Agreement and the professional qualifications of the Consultant was material inducement for the City to enter into this Agreement with the Consultant.

The Consultant, in representing the City, shall promote the best interest of the City and assume towards the City a responsible professional relationship consistent with mutual confidence and fair dealing between Consultant and the City.

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that is has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. Consultant represents that it has complied with the provision of section 287.055(6) of the Florida Statutes.

The Consultant currently has no potential or actual conflict of interest with respect to providing professional services to the City. The Consultant agrees to notify the City in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the City. The Consultant agrees that it will not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The Consultant acknowledges that the City, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the Consultant acknowledges that the City often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the Consultant pursuant to any duly executed Work Authorization will be in conformance with any and all grant or funding agreements.

9.0 PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

10.0 REMEDIES

Should the Consultant violate or breach any term of the Agreement, the City may take any administrative, contractual, or legal remedies available to it at law. Notwithstanding any other provision of this Agreement, the City may terminate the Agreement immediately upon any such violation or breach. This provision supplements any other remedies provided for in the Agreement. In the event of conflict, this provision governs.

11.0 TERMINATION FOR CAUSE

The City may terminate this Agreement with cause at any time immediately upon written notice to Consultant if: (a) Consultant fails to fulfill or abide by any of the terms or conditions specified in this Agreement; (b) Consultant fails to perform in the manner called for in this Agreement or as directed by the City; or (c) Consultant does not provide services in accordance with the requirements of the specifications in this Agreement or any Work Authorization. In its sole discretion, the City may allow Consultant an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to Consultant shall state the time period in which cure is permitted and other appropriate conditions, if applicable. This provision supplements any other termination provisions provided for in the Agreement. In the event of conflict, this provision governs.

12.0 TERMINATION FOR CONVENIENCE

Either the City or the Consultant may terminate the Agreement at any time by giving written

notice to the other of such termination and specifying the effective date of such termination at least thirty (30) days before said termination date. If the Agreement is terminated by the City as provided in this Paragraph, the Consultant will be paid for services rendered through the date of termination.

13.0 PAYMENT WHEN SERVICES ARE TERMINATED

In the event of termination of this Agreement by the City, and not due to the fault of the Consultant, the City will compensate the Consultant for all authorized services performed prior to the effective date of termination.

In the event of termination of this Agreement due to the fault of the Consultant, or at the written request of the Consultant, the City will compensate the Consultant for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments will be subject to an offset for any damages incurred by the City resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the City in the event of breach by the Consultant.

14.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment. This Agreement will be administered and interpreted under the laws of the State of Florida.

15.0 INDEPENDENT CONSULTANT

Nothing contained in this Agreement shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained in this Agreement, not any act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts. Consultant shall employ personnel as necessary and proper to carry out the terms and conditions of this Agreement. Consultant acknowledges and agrees that such personnel shall not (i) be considered City employees; (ii) have any authority to act as the City's agent; or (iii) receive any payment or benefit directly from the City.

16.0 INSURANCE

The Consultant shall maintain such insurance as specified in in General Conditions, Paragraph 38 - Insurance Requirements, of RFQ 26-003 to protect the City from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under

this Agreement. Certificates of such insurance must be provided to the City prior to the City issuing a Purchase Order or Work Authorization to the Consultant and will also be subject to its approval for adequacy of protection. The City must be named as an additional insured under all policies.

17.0 PROFESSIONAL LIABILITY

The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting services for the City pursuant to this Agreement or any particular Work Authorization will be liable in accordance with section 471.023(3) of the Florida Statutes.

18.0 INDEMNIFICATION

18.1 To the greatest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the Consultant, any sub-consultant or any other person or organization employed or utilized by Consultant to perform or furnish any of the services required under this Agreement, or anyone for whose acts any of them may be liable. This indemnity will include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification also includes claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public record violations incident to providing the services required under this Agreement. It is specifically understood and agreed that this indemnification provision does not cover or indemnify the City for its own negligence. This Indemnification provision will survive completion or termination of this Agreement.

18.2 Nothing in this Agreement will be interpreted as a waiver by the City of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28 of the Florida Statutes or any other statutes, and the City expressly reserves these rights to the fullest extent allowed by law. This provision will survive completion or termination of this Agreement.

19.0 PUBLIC RECORDS

The Consultant acknowledges that the portion of its books and records related to its contracting activities with the City may become subject to inspection and copying under the Florida Public Records Act. The Consultant agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The Consultant agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Consultant, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Consultant agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Consultant shall promptly provide the City with a copy of any request to inspect or copy public records that Consultant receives and a copy of the Consultant's response to each request. The Consultant understands and agrees that failure to provide access to the public records will be a material breach of the Agreement, its amendments, and Work Authorizations.

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

CITY CLERK, CITY OF TREASURE ISLAND
10451 GULF BOULEVARD
TREASURE ISLAND, FLORIDA 33706
PHONE: (727)-547-4575
FAX: (727)-547-4582
CITYCLERK@MYTREASUREISLAND.ORG

20.0 MISCELLANEOUS TERMS

20.1 Assignment. The City and the Consultant each bind themselves and their successors, legal representatives and assigns to the other party to this Agreement and to the partners,

successors, legal representatives and assigns of each other party, in respect to all covenants of this Agreement. The Consultant shall not assign or transfer its interest in this Agreement without written consent of the City.

20.2 Administration. The City authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the City and to make all managerial decisions on behalf of the City as they relate to the provisions of this Agreement. The City Manager will have the authority to transmit instructions, receive information, interpret and define the policy of the City and decisions pertinent to services covered by this Agreement. The City Manager has the right from time to time to designate such other employee of the City as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

20.3 Litigation. The services must be performed by the Consultant to the reasonable satisfaction of the City and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services under this Agreement and the character, quality, amount and value, which cannot be settled by mutual agreement of the Parties will be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement will be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above laying of venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Agreement.

20.4 Inspector General. The Consultant and any sub-consultants understand and will comply with section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to that section.

20.5 Notices. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. Mail, return receipt requested addressed to the following:

If to the City:
City of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33706
Attn: City Manager

If to Contractor:

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

20.6 Conflict. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

20.7 Interpretation. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Agreement's contents and agree that this Agreement will not be construed more strongly against any party, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

20.8 Consideration. Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged under this Agreement, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

20.9 Authority. The Parties represent and warrant that each is authorized to enter into this Agreement without consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective party to the terms hereof.

20.10 Amendment. This Agreement may not be amended or modified except in writing, executed by the Parties.

20.11 Compliance with All Laws. The Consultant, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and City, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

20.12 Attorney's 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 will pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorneys' fees, as may be set by the Court.

20.13 No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third Parties, including but not limited to the general public constituents or citizens of the City, nor shall it be construed as enforceable by any third Parties.

20.14 Entire Agreement. This Agreement embodies the entire Agreement of the City and the Consultant. There are no promises, terms, conditions or allegations other than those contained in this Agreement, and this document will supersede all previous communications, representations, and/or agreements whether written or verbal between the Parties to this Agreement. In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Contract, the Parties specifically agree and understand that any such purchase order, memorandum, letter, or other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions, contained, whether printed or written, will in no way modify the covenants, terms, and provisions of this Agreement.

20.15 Waiver. Failure to insist upon strict compliance with any terms, covenants or conditions of the Agreement will not be deemed a waiver of such, nor will any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach. Any waiver, alteration or modification of any of the provisions of the Agreement,

or cancellation or replacement of this Agreement, will not be valid unless in writing and signed by the Parties.

20.16 Right to Suspend. The City reserves the right to suspend the rights granted to the Consultant under this Agreement immediately upon verbal or written notice if the City determines, in its sole and absolute discretion, that suspension is necessary to protect the public health, safety, or welfare. The suspension shall remain in effect until the City provides verbal or written notice that it has been lifted.

20.17 Non-Discrimination. Consultant shall not discriminate against anyone because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information, or other protected category.

20.18 Scrutinized Companies. By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Consultant certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) it does not have Business operations or is engaged in business in Cuba or Syria, and (e) it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the City may terminate this Agreement immediately for cause if: (1) Consultant is found to have submitted a false certification regarding (a) – (e) above in accordance with section 287.135(5), Florida Statutes, (2) Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is or has been engaged in Business operations in Cuba or Syria or a Boycott of Israel, or (3) Consultant is found to have been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran. Such termination shall be in addition to any and all remedies available to the City at law or in equity. The terms "Boycott of Israel" and "Business operations" used in this section are defined as in Section 287.135, Florida Statutes. The Lists referred to in this section are those Lists in and maintained pursuant to section 287.135, Florida Statutes.

20.19 No Affiliation with Foreign Countries of Concern. Pursuant to section 286.101, Florida Statutes, Consultant shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 ore more and such interest existed at any time or such contract or grant or gift was received or in force at any time during

the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Consultant's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Consultant represents that within one (1) year before proposing any contract to the City, Consultant provided a copy of such disclosure to the Florida Department of Financial Services.

20.20 E-Verify. Consultant shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Agreement. Consultant shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Consultant. Consultant may not enter into a contract with a subcontractor to perform work under this Agreement unless and until the subcontractor registers with and uses the E-Verify system. If Consultant enters into a contract with a subcontractor to perform work under this Agreement, Consultant must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant must maintain copies of all such affidavits for the duration of this Agreement. The City may terminate this Agreement for cause if the City determines that Consultant or Consultant's subcontractor has not complied with any applicable provision of sections 448.09 or 448.95, Florida Statutes, as may be amended. The City will terminate this Agreement for cause if the City has a good faith belief that the Consultant has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the City has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but the City determines that the Consultant otherwise complied with section 448.09(1), Florida Statutes, as may be amended, the City will notify the Consultant as such, and the Consultant must immediately terminate Consultant's contract with said subcontractor. If this Agreement is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this Agreement and may not be considered as such; (b) Consultant may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated; and, (c) Consultant is liable for any additional costs incurred by the City as a result of the termination of the Agreement.

20.21 No Issuance of Identification Documents. Consultant agrees that Consultant does not and will not, nor will it allow a subcontractor to, use any funds from the City for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.

20.22 Equal Opportunity Employer. The Consultant is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Consultant will further ensure that all subcontractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

20.23 Electronic Signatures. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

20.24 Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

20.25 Computation of Time. Any reference in this Agreement to time periods shall by computed by calendar days unless otherwise specified. In the computation thereof, any time period which ends on a Saturday, Sunday, or legal holiday shall extend to 5:00 p.m. of the next business day. The computations stated in this paragraph shall only apply to time periods referenced in this Agreement and shall not apply to any deadlines for which a date certain is provided.

20.26 Headings and Section References. The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Consultant have made and executed this Agreement on the date and year first above written.

WITNESSES:

_____
Signature

_____
Printed Name

CONSULTANT

_____
Company Name

_____
Signature

_____
Title

_____
Printed Name

CITY OF TREASURE ISLAND, FLORIDA

_____
City Clerk

_____
Mayor

Approved as to form and sufficiency:

_____
City Attorney

RFQ 26-003 GENERAL CONSULTING SERVICES
PROPOSAL TABULATION SUMMARY

Proposer	Civil 1	Structural 2	Electrical 3	Transportation 4	Environmental 5	Coastal 6	Geotechnical 7	Architecture 8	Landscape Architecture 9	Surveying 10	Total Points
Chen Moore and Associates	x	x	x	x	x	x	x		x	x	290
Tierra							x				284
EXP US Services	x	x	x	x	x	x	x	x	x	x	280
V&A Consulting Engineers Company	x									x	276
Halff Associates	x	x	x	x	x	x	x	x	x	x	272
Sweet Sparkman Architects								x			272
Colliers Engineering & Design	x	x	x	x	x	x	x			x	269
Kimley-Horn and Associates	x	x	x	x	x	x			x		265
ASD								x			260
American Structurepoint	x	x		x				x			259
Pennoni Associates	x	x		x	x	x			x	x	248
Dudek										x	246
ADEAS-Q				x							245
Alliant Engineering				x						x	245
Stantec Consulting Services		x		x						x	241
Cummins Cederberg						x					240
Bayer United Engineering Consultants	x			x							229
J Foster Consulting	x	x			x	x					224
CALTRAN Engineering Group	x			x							213
Tectonic Engineering Consultants	x			x			x			x	193
Bowman Consulting Group	x			x		x			x	x	188
Dredging & Marine Consultants						x					181
Civil Works	x			x							172
Florida Technical Consultants	x										164
NV5 Planning & Design			x								144
OLC								x			47
The Kugler Group											

AGENDA ITEM NO. H.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 17, 2026
SUBMITTED BY:	Maryellen Edwards, Community Development
ITEM TYPE:	Ordinances
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Second and Final Reading and Public Hearing of Ordinances 2025-38 through 2025-42 to replace the Terrain Modification Manual with the City of Treasure Island Drainage Manual and update corresponding Land Development Regulations.
BACKGROUND:	On September 26, 2024, Hurricane Helene caused widespread flooding and damage to properties throughout the City. Existing seawalls are failing, ground floors of nearly every property were impacted and compliance with the Terrain Modification Manual has delayed permit approvals. The City Commission has requested that the Terrain Modification Manual be replaced with a simplified drainage manual.
POLICY/PURPOSE:	The purpose of this item is to present the ordinances to replace the Terrain Modification Manual with the City of Treasure Island Drainage Manual.
STRATEGIC PLAN RELEVANCE:	Bold Action 2: Update the City's Comprehensive Plan, local ordinances and Land Development Regulations
ANALYSIS/DISCUSSION:	At the request of the City Commission, the Public Works Director has developed the City of Treasure Island Drainage Manual to replace the Terrain Modification Manual in its entirety. Staff has also made changes to Chapter 66 Floodplain Management, Chapter 68 Zoning, Chapter 69 Marine Structures and Commercial Fishing and Chapter 76 Stormwater to address the removal of the Terrain Modification Manual. Chapter 66 - Revising Section 66-104.1 to remove the reference to the Terrain Modification Manual; revising Sections

66-105.1, 66-302.1, 66-303.1 to reference the City of Treasure Island Drainage Manual; revising Section 66.303-5 to revise the city's regulation on fill revising Section 66-307.4 to reference the City of Treasure Island Drainage Manual.

Chapter 68 - Amending Section 68-2 to revise the definitions; revising Sections 68-34, 68-431 and Section 68-541 to remove the reference to the terrain modification.

Chapter 69 - Amending Section 69-32 to revise definitions; revising Section 69-51, 69-74 and 69-77 to incorporate the City of Treasure Island Drainage Manual.

Chapter 76 - Amending Section 76-36 to replace the Terrain Modification Manual with the City of Treasure Island Drainage Manual; amending Section 76-37 to revise the requirements for residential and commercial drainage; and amending Section 76-38 to remove the reference to the terrain Modification Manual.

FUNDING:

No funding is requested at this time.

MOTION: I move to adopt Ordinances 2025-38, 2025-39, 2025-40, 2025-41 and 2025-42 at this second and final public hearing.

ATTACHMENTS:

Ordinance 2025-38 Appendix B (Repealing TMM) rev city atty 12302025 (002).pdf
Ordinance 2025-39 (amending Chapter 66 Floodplain) rev city atty 12302025 (002).pdf
TI Drainage Manual - Jan 2026.pdf
Ordinance 2025-41 amending Chapter 69 rev City Atty 12302025 (002).pdf
Ordinance 2025-42 amending Chapter 76 rev city atty 1 4 2026.pdf
Business Impact - Ordinance 2025-38.docx
Ordinance 2025-40 amending Chapter 68 rev city atty 12302025 (002).pdf
Business Impact - Ordinance 2025-39.docx
Business Impact - Ordinance 2025-40.docx
Business Impact - Ordinance 2025-41.docx
Business Impact - Ordinance 2025-42.docx
CITY-OF-TREASURE-ISLAND-74264-1-SIGNED-AFFIDAVIT.pdf
CITY-OF-TREASURE-ISLAND-74265-1-SIGNED-AFFIDAVIT.pdf
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CITY-OF-TREASURE-ISLAND-74267-1-SIGNED-AFFIDAVIT.pdf
CITY-OF-TREASURE-ISLAND-74269-1-SIGNED-AFFIDAVIT.pdf

ORDINANCE 2025-38

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, REPEALING APPENDIX B "THE TERRAIN MODIFICATION MANUAL" IN ITS ENTIRETY AND REPLACING IT WITH THE CITY OF TREASURE ISLAND DRAINAGE MANUAL AS PART OF THE CITY'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to maintain a specific stormwater level of service; and

WHEREAS, using fill in development must be done in a manner that complies with the National Flood Insurance Program; and

WHEREAS, establishing elevation goals for development is needed to support the use of fill; and

WHEREAS, the City of Treasure Island Drainage Manual will guide developers, residents, and permit reviewers in being able to successfully use fill, and

WHEREAS, the City Commission deems it appropriate and in the best interest of the public to repeal the Terrain Modification Manual and replace it with the City of Treasure Island Drainage Manual; and

WHEREAS, the Local Planning Agency met on January 15, 2026, and recommended approval of the following revisions to the Land Development Regulations; and

WHEREAS, the City Commission has reviewed City's Comprehensive Plan and finds that revisions are consistent with the City's Comprehensive Plan; and

WHEREAS, the City Commission determines that the adoption of this Ordinance is in the interests of the public health, safety and welfare of the City and its residents.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND DOES ORDAIN:

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as legislative findings by the City Commission of the City of Treasure Island, Florida for the adoption of this Ordinance.

SECTION 2. That "Appendix B" The City of Treasure Island Drainage Manual as set forth herein be adopted for implementation by the various City of Treasure Island departments and is hereby established, authorized and adopted by the City Commission.

SECTION 3. SEVERABILITY. It is the intention of the City Commission that each provision hereof be considered severable, and, if any section, subsection, sentence, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

SECTION 4. CONFLICT. All ordinance or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 5. CODIFICATION. Section 2 of this ordinance shall be codified in the Code of Ordinances for the City of Treasure Island, Florida. The codifier is authorized to renumber or reclassify such other provision of the Code of Ordinance to accomplish such intention. The codifier is also authorized to make editorial changes not affecting the substance of this Ordinance in the substitution of article, ordinance, section, paragraph, or such other appropriate word or phrase in order to accomplish such intention.

SECTION 6. EFFECTIVE DATE. This ordinance shall take effect immediately following the adoption of the ordinance.

FIRST READING and PUBLIC HEARING on the ____ day of _____, 2026.

SECOND READING and PUBLIC HEARING on the ____ day of _____, 2026.

PUBLISHED in the Tampa Bay Times on the ____ day of _____, 2026.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the ____ day of _____, 2026 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST:

_____
Lisa Marie Kennedy, City Clerk

ORDINANCE 2025-39

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 66 "FLOODPLAIN MANAGEMENT" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES BY REVISING SECTION 66-104.1, "PERMIT REQUIRED" TO REMOVE THE REFERENCE TO THE TERRAIN MODIFICATION MANUAL; REVISING SECTION 66-105.1, "INFORMATION FOR DEVELOPMENT IN FLOOD HAZARD AREAS", SECTION 66-302.1 "MINIMUM REQUIREMENT" AND SECTION 66-303.1 "MINIMUM REQUIREMENTS" TO REPLACE THE REFERENCE TO THE TERRAIN MODIFICATION MANUAL WITH THE CITY OF TREASURE ISLAND DRAINAGE MANUAL; REVISING SECTION 66.303-5, "LIMITATIONS ON PLACEMENT OF FILL", TO REVISE THE CITY'S REGULATION OF FILL; REVISING SECTION 66-307.4, "OTHER DEVELOPMENT IN COASTAL HIGH HAZARD AREAS (ZONE V) AND COASTAL A ZONES", TO REPLACE THE REFERENCE TO THE TERRAIN MODIFICATION MANUAL WITH THE CITY OF TREASURE ISLAND DRAINAGE MANUAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 66 of the City Code of Ordinances ("Code"), entitled "Floodplain Management," regulates the management of floodplains within the City; and

WHEREAS, the City desires to revise its land development regulations to support both public and private protection of facilities and services; and

WHEREAS, the City has repealed the Terrain Modification Manual and the changes in this ordinance are necessary for the implementation of this chapter; and

WHEREAS, the Local Planning Agency met on January 15, 2026 and recommended approval of the following revisions to the Land Development Regulations; and

WHEREAS, the State of Florida, Division of Emergency Management, Office of Financial Management has reviewed and approved these revisions; and

WHEREAS, the City Commission has reviewed City's Comprehensive Plan and finds that revisions are consistent with the City's Comprehensive Plan; and

WHEREAS, the City Commission has reviewed the relevant current Code provisions of the City of Treasure Island and finds that certain modifications are necessary and desirable to revise various requirements in the Code; and

WHEREAS, the City Commission determines that the adoption of this Ordinance is in the interests of the public health, safety and welfare of the City and its residents.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND, FLORIDA DOES ORDAIN:

SECTION 1. The recitals set forth in the “Whereas” clauses above are ratified and confirmed as true and correct and are hereby adopted as legislative findings by the City Commission of the City of Treasure Island, Florida, for the adoption of this Ordinance.

SECTION 2. That section 66-104.1, Permits required, of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 66-104.1 Permits Required.

Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this chapter, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the floodplain administrator, and the building official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this chapter, ~~city’s Terrain Modification Manual located in appendix B,~~ unless otherwise expressly exempted, and all other applicable codes and regulations ~~has~~ have been satisfied.

SECTION 3. That section 66-105.1, Information for development in flood hazard areas, of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 66-105.1 Information for development in flood hazard areas.

The site plan or construction documents for any development subject to the requirements of this chapter shall be drawn to scale and shall include, as applicable to the proposed development:

(1) Delineation of flood hazard areas and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.

(2) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas (zone V), coastal A zones, and A/AE flood zones, new buildings shall be located landward of the reach of mean high tide.

(3) Location, extent, amount, and proposed finished grades of any filling, grading, or excavation.

(4) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of

the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.

(5) In the regulatory floodplain, the construction documents shall include all information required within Section 1803.5.8 of the Florida Building Code (shallow foundation bearing on compacted fill) and demonstrate appropriate protection from erosion and scour. When performing geotechnical investigations to develop fill specifications, investigation procedures shall adhere to Section 1803.4 of the Florida Building Code. A fully qualified representative shall be onsite as required by Section 1803.4 of the Florida Building Code.

(6) Delineation of the coastal construction control line or notation that the site is seaward of the coastal construction control line, if applicable; delineation of the 1968 Treasure Island Mean High Water Line, as well as any established erosion control line on the site.

(7) Extent of any proposed alteration of sand dunes or mangrove stands provided such alteration is approved by the state department of environmental protection.

(8) Other information required by the ~~city's Terrain Modification Manual located in appendix B.~~ City of Treasure Island Drainage Manual, located in Appendix B.

The floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this chapter but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this chapter.

SECTION 4. That section 66-302.1 Minimum requirements, of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 66-302.1 Minimum requirements.

Subdivision proposals shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards, in all special flood hazards areas adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(4) The requirements of the ~~city's Terrain Modification Manual located in appendix B have been met.~~ City of Treasure Island Drainage Manual, located in Appendix B have been met.

SECTION 5. That section 66-303.1 Minimum requirements, of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 66-303.1 Minimum requirements.

All proposed new development shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards in all special flood hazard areas. Adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(4) The requirements of the ~~city's Terrain Modification Manual located in appendix B have been met.~~ City of Treasure Island Drainage Manual, located in Appendix B have been met.

SECTION 6. That section 66-303.5 Limitations on placement of fill, of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 66-303.5 Limitations on placement of fill.

Subject to the limitations of this chapter, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour.

(1) In coastal high hazard areas (zone V) and coastal A zones:

(a) The use of structural fill is prohibited.

(b) The use of minor quantities of nonstructural fill of up to twenty-four inches thick shall be permitted for landscaping and for drainage purposes, under and around buildings and beneath parking slabs, decks and patios. Nonstructural fill depths greater than twenty-four inches shall not be permitted. Nonstructural fill shall not contain large rocks and debris and shall be similar to and compatible with natural soils in the area. Fill depths shall be calculated by subtracting the natural grade elevations from the finished grade elevations.

(c) To reduce wave ramping and wave reflection, nonstructural fill with finished slopes that are steeper than 20% (1V:5H) ~~one unit vertical to five units horizontal~~ shall not be permitted. Excessive transition slopes can serve to increase wave ramp up and alter wave reflection patterns. Transition slopes shall be softened to the maximum extent practical.

(d) Where authorized by the state department of environmental protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional

engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

(e) ~~The use of nonstructural fill shall adhere to the requirements of the city's Terrain Modification Manual located in appendix B.~~ Nonstructural fill placement shall be permitted to backfill landward (i.e. behind) of a coastal erosion structure to achieve a smooth transition to existing grade.

(2) In areas not identified as coastal high hazard areas (zone V) and coastal A zones:

(a) The use of structural fill shall comply with the requirements of the Florida Building Code.

~~(b) The use of structural and nonstructural fill shall adhere to the requirements of the city's Terrain Modification Manual located in appendix B.~~ Structural fill slopes, where proposed within non-coastal zones, shall be no steeper than 50% (1V: 2H). Vegetation shall be permitted as the sole means of slope stabilization for slopes equal to or less than 33% (1V : 3H). Turf reinforcement matting, geogrids or similar devices shall be used for slope stabilization (in addition to vegetation) when slopes exceed 33% (1V : 3H).

(c) Nonstructural fill placement shall be permitted to backfill landward (i.e. behind) of a coastal erosion structure to achieve a smooth transition to existing grade.

SECTION 7. That section 66-307.4, Other development in coastal high hazard areas (zone V) and coastal A zones, of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 66-307.4 Other development in coastal high hazard areas (zone V) and coastal A zones.

In coastal high hazard areas (zone V) and coastal A zones, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures. and constructed in compliance with the City of Treasure Island Drainage Manual, located in Appendix B. ~~the city's Terrain Modification Manual located in appendix B.~~ Such other development activities include but are not limited to:

(1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;

(2) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and

(3) On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

SECTION 8. SEVERABILITY. It is the intention of the City Commission that each provision hereof be considered severable, and, if any section, subsection, sentence, or provision of this ordinance is held invalid, the remainder of the Ordinance shall not be affected.

SECTION 9. CONFLICT. All ordinance or portions of ordinances in conflict with or inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 10. CODIFICATION. Sections 2-7 of this Ordinance shall be codified in the Code of Ordinances for the City of Treasure Island, Florida. The codifier is authorized to renumber or reclassify such other provision of the Code of Ordinance to accomplish such intention. The codifier is also authorized to make editorial changes not affecting the substance of this Ordinance in the substitution of article, ordinance, section, paragraph, or such other appropriate word or phrase in order to accomplish such intention.

SECTION 11. EFFECTIVE DATE. This ordinance shall take effect immediately following the adoption of the ordinance.

FIRST READING and PUBLIC HEARING on the ____ day of _____, 2026.

SECOND READING and PUBLIC HEARING on the ____ day of _____, 2026.

PUBLISHED in the Tampa Bay Times on the ____ day of _____, 2026.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the ____ day of _____, 2026 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST:

_____
Lisa Marie Kennedy, City Clerk

TREASURE ISLAND
FLORIDA

CITY OF TREASURE ISLAND

DRAINAGE MANUAL

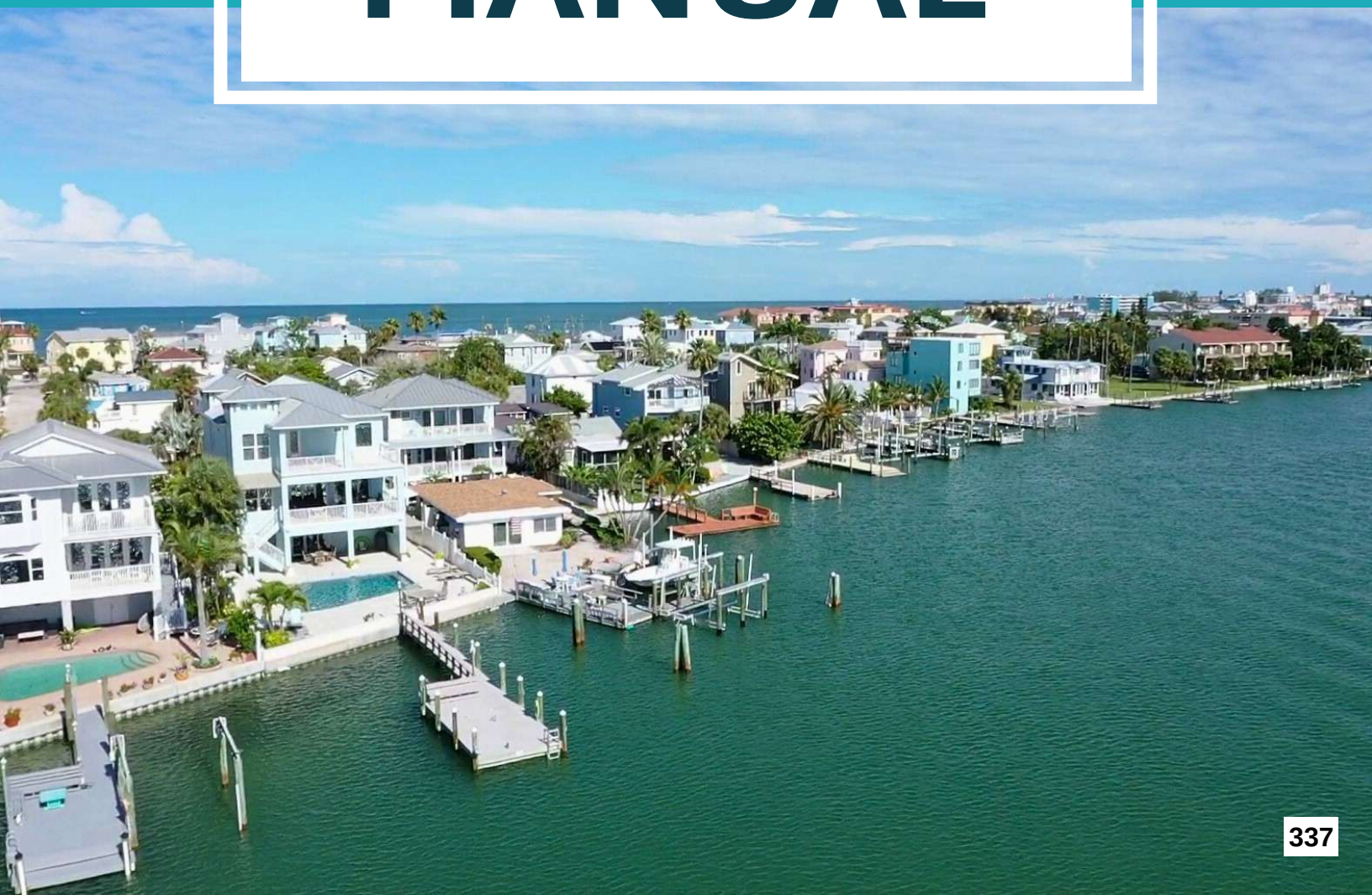


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Executive Summary

The purpose of this document is to provide property owners with guidance to address stormwater and flooding related requirements regarding site development in the City of Treasure Island.

The following information and policies will clarify regulations pertaining to drainage and grading and the addition of structural and nonstructural fill as defined below on Treasure Island to address flood events while accommodating FEMA and City requirements.

Furthermore, the stormwater requirements of the City of Treasure Island are referenced to the applicable chapters of the City Code of Ordinances.

Residential projects will be evaluated to determine that the proposed drainage plan provides lot grading with adequate slope of the land to ensure that surface drainage from rain runoff is directed away from the building and is controlled in a manner that eliminates impact to adjacent properties.

Commercial projects occurring within the jurisdiction of the City of Treasure Island will be required to meet permitting requirements under the Statewide Environmental Resource Permitting Rules (Chapter 62-330, Florida Administrative Code).

Landowners, developers, permit applicants, and stakeholders are instructed that the guidelines and policies presented in this manual are not intended to change State ERP Rules and requirements or alleviate the responsibility of obtaining permits from the Southwest Florida Water Management District (SWFWMD) and other applicable agencies.

Fill use within the City of Treasure Island for Residential and Commercial projects shall include but is not limited to soil, gravel, or crushed stone that is placed in an area to increase ground elevations. Fill used in areas needing structural support or providing protection to a structure that is compacted to a specified density shall be designated **structural fill**. Fill that does not serve to support or protect a structure and is limited for use below parking slabs, decks and patios shall be designated **nonstructural fill**. (For further information and reference consult City Code Chapter 66 – Floodplain Management and ASCE Standard 24 - Flood Resistant Design)

Residential Lot Drainage

Lot grading is the reshaping or sloping of the land in such a way that surface drainage from rain runoff is directed away from the buildings and is controlled in a manner that eliminates the impact on adjacent properties. To obtain approval for a Residential Lot Drainage Plan, the requirements listed below need to be reviewed and addressed for the development or re-development of single family and two-family homes, the construction of pools or seawalls, including demolition activities or any other activity that changes the historical drainage patterns of the site.

Due to the relatively low elevations of many lots on Treasure Island, a stem wall or retaining wall may be required to prevent drainage runoff flowing to adjacent properties.

Figures identifying typical lot drainage types as well as a form that can be completed to identify the necessary information are included in Appendix A.

1. An individual lot-grading plan, signed and sealed by an engineer registered in the State of Florida, shall be submitted.

2. A current topographic survey (within a minimum of previous 12 months) with one-foot contour intervals, extending a minimum of 25' beyond the property line, shall be required. Surveys are to be signed and sealed by a Florida registered surveyor.

3. In the Coastal High Hazard Areas, provide cross-section views across any areas of the site to receive nonstructural fill.

4. Show the existing elevation of the centerline of the roadway, based on an identified Treasure Island NAVD 1988 datum.

5. For all new construction, details must provide assurance that runoff will not be directed towards adjacent properties.

6. Stormwater runoff shall be directed to the street or waterway (Type "A", "B", or "C" Grading). Methods may include but are not limited to swales (6" to 24" minimum depth), stem walls, retaining walls, gutters and downspouts.

7. A minimum slope of 2% (1V:50H) and maximum slope of 50% (1V:2H) shall be maintained for grading dependent upon the type of fill and flood zone.

8. All structures, including swimming pools and associated structures, sheds, walls etc. must be located outside any easements, including drainage and utility easements.

9. In areas not identified as Coastal High Hazard Areas, driveways shall be constructed of a minimum 6” thick - 3,000 psi concrete. Use 6” of non-steel reinforced concrete in Right-of-Way (including sidewalk section).

10. In Coastal High Hazard Areas, driveways shall be constructed at a maximum 4” thick, frangible material or non-steel reinforced concrete.

11. Driveway aprons must be a minimum of 3’ from the side property line within the right-of-way.

12. Drainage must not be negatively affected by the driveway. For lots that might have ditch fronts, install a culvert with mitered ends under driveway. For small swales located along the right-of-way, it might be required to invert the driveway to allow for positive flow.

13. If a culvert is required, the piping shall be 15” RCP minimum, unless otherwise approved by Treasure Island.

14. The goal for the top of new Seawall Elevations is 5.0 NAVD 1988. However, this elevation is not a requirement.

In order to assist staff in the review of your plans and ensure timely processing, show the following information on the submitted Lot Grading Plan

15. Indicate the proposed garage base floor and building envelope elevations, as well as spot elevations based on Treasure Island NAVD 1988 datum on the plans. The target elevation for the garage base floor is 7.50 NAVD 1988; however, dependent on existing elevations, lot size, and owner’s preference, this elevation is not a requirement.

16. Indicate the proposed lot-grading FHA type - “A”, “B”, or “C”.

17. Show the existing and proposed elevation at all lot corners and at other significant locations, based on Treasure Island NAVD 1988 datum (Four corners, grade break points along side of property, swale, crown of street, and all floor elevations).

18. Provide the location and cross-sections of any proposed swales and areas of fill.

19. Provide arrows indicating the proposed direction of surface drainage flows.

20. Show all private and public easements.

21. Indicate the type of foundation, and if the foundation is “Elevated”, “Slab on Grade” or “Stem Wall” construction or a combination.

22. Specifically state on the plans “No stormwater runoff from the proposed improvements will impact adjacent properties”

23. Provide the Flood Zone type for the site on the plans (City Code Chapter 66-105.01)

24. AS-BUILT CERTIFICATION:

After the grading of the lot is completed, the Engineer of Record shall inspect the grading and provide a signed and sealed Engineer's Certification of Completion stating exactly the following:

In the professional opinion of _____, P.E., as a registered engineer in the State of Florida, I certify that the improvements for grading for the project_____, (permit number) have been completed substantially in compliance with the engineering plans approved by the City of Treasure Island. This determination is based on construction site observations and review of inspection reports by me or a representative under my direction. Enclosed are record drawings, which I have reviewed prior to this certification.

NOTE: Upon final inspection, certification, and approval, it is the property owner's responsibility to maintain the surface grading in perpetuity.

Commercial Development Stormwater Management

Commercial development stormwater management requires a permit under the state's Environmental Resource Permitting (ERP) program, which is administered by the Florida Department of Environmental Protection (DEP) and Southwest Florida Water Management District (SWFWMD). Key requirements include designing a system that restricts post-development run-off rates to not exceed predevelopment conditions, as well as meeting a performance standard of reducing post-development pollutants, typically by 80% for general waters and 95% for Outstanding Florida Waters. This is accomplished through a Best Management Practices (BMPs)-based approach, which includes both nonstructural and structural methods like retention and detention systems, and an approved stormwater management plan submitted to the appropriate regulatory authority.

Stormwater Quantity and Flood Control

The majority of flooding incidents within the City of Treasure Island are caused by quick, high-intensity rainfall events, wind driven storm surges or extreme tidal events. The island is located entirely within a Special Flood Hazard Area, and development must be in compliance with City Code Chapter 66 of the Land Development Regulations.

Florida's stormwater quantity requirements for commercial development primarily mandate that the post-development peak discharge rate and volume do not exceed pre-development (natural or undeveloped) levels. These regulations are enforced within the City of Treasure Island under the FDEP ERP program and SWFWMD which applies specific regional criteria for stormwater management.

Stormwater Quality

In 2024, Florida updated its stormwater rules with Senate Bill 7040 to implement more stringent treatment and monitoring standards for new development. In accordance with the City's Comprehensive Plan, pollutant load calculations shall be performed to meet these requirements, as post-development runoff pollutant loads shall not exceed pre-development conditions for new development or redevelopment approvals.

New stormwater systems must achieve at least an 80% reduction of the average annual total suspended solids (TSS) load. For projects located in watersheds leading to Outstanding Florida Waters (OFW), this standard increases to 95%. Systems must also achieve measurable reductions in nitrogen and phosphorus to ensure post-development nutrient loading does not

exceed pre-development levels. The SWFWMD standards regarding TMDL's shall govern the pollutant load calculations and allowable limits. Note that the new rule requires more frequent inspections and rigorous reporting standards. Maintenance entities must also certify they have the financial capability to maintain the system over time.

Rather than develop and incorporate a series of rules and requirements for stormwater management for Commercial Development that are redundant or conflicting with the current state ERP program, the City of Treasure Island has determined to follow the *"Design Requirements for Stormwater Treatment and Management Systems – Water Quality and Water Quantity"* found within the *Southwest Florida Water Management District Environmental Resource Permit Applicant's Handbook Volume II,* latest edition.

For commercial projects, stormwater systems should be designed using the *Environmental Resource Permit (ERP) Handbook, Volume II*. By following this guidance, a project can move forward under a single stormwater permit. The applicant must provide the City of Treasure Island with the following documents approved by SWFWMD:

- **Stormwater Management Design Report**
- **Stormwater Management Facility Plans**
- **Construction Permit** (including all conditions of approval)
- **Site Grading and Drainage Plans**

Submitting these materials ensures the project meets the City's drainage and stormwater requirements for commercial site development.

Stormwater Management Facilities

The applicant should evaluate the project site to identify the stormwater management facility type that is best suited to meet the project as well as permitting requirements. Stormwater management facilities include but are not limited to the following:

(1) Stormwater Ponds

Stormwater ponds are typically referred to as retention ponds or detention ponds in Florida, and the terms are sometimes used interchangeably. The main difference is that detention ponds temporarily hold stormwater to release it slowly, primarily for flood control, while retention ponds hold water permanently, allowing it to be absorbed into the ground and providing a higher level of water quality treatment.

Detention Ponds - These ponds are designed to capture runoff from heavy rain events and hold it temporarily. They release the stored water slowly over a period of time to prevent overwhelming downstream water bodies. They are often called "dry ponds" because in many cases they are designed to drain completely after a rain event.

Retention Ponds – These ponds are designed to hold a permanent pool of water. They hold stormwater runoff and allow it to slowly infiltrate into the groundwater or be released gradually through evaporation. This process provides more significant water quality benefits, which is important in Florida where many retention ponds are located close to water bodies. They are often called "wet ponds" because they maintain a constant water level.

Stormwater ponds play an important role in urban development but may also pose dangers, such as water safety hazards and act as attractants to wildlife such as alligators, snakes and other nuisance species. These facilities require property owners to be responsible for fencing if required and their proper upkeep.

(2) Swales
Swales are widely used in Florida for stormwater management, serving as vegetated, shallow channels that convey, filter, and infiltrate runoff from roads and properties. They slow down water, allowing it to be absorbed into the ground, which helps to reduce flooding and pollutants like oils and chemicals from entering water bodies. The Florida Department of Environmental Protection (FDEP) promotes their use, and maintenance typically includes allowing temporary ponding (up to 72 hours), keeping grass and vegetation maintained, and clearing out debris.

(3) Geotechnical Requirements for Stormwater Management Facilities
At a minimum, one soil boring shall be completed for each soil type present within the proposed Stormwater Management Facility, or a minimum of every 500 linear feet of swale. All soils reports are required to be signed and sealed by a licensed Professional Engineer.

Green Stormwater Infrastructure

Green Stormwater Infrastructure (GSI) is encouraged and may be implemented on new development or redevelopment project sites. Examples of GSI practices include but are not limited to:

- Bioswales/treatment swales/green gutters
- Vegetated filter strips
- Pervious pavement
- Green roofs

- Stormwater harvesting
- Up-Flow Filter Systems; Nutrient Baffle Box
- Biofiltration Tree/Planter Boxes
- Rain Gardens/Bioretention Cells
- Rainwater harvesting
- Rainfall interceptor trees

Erosion and Sedimentation Control

All developments, including demolition activities, require a plan for erosion and sedimentation control and shall include a recent survey (within 12 months) of the project site. A Stormwater Pollution Prevention Plan (SWPPP) should also be developed for projects that disturb greater than or equal to 1-acre of land discharging to water bodies or a permitted storm sewer system. In general, all activities relating to demolition and development shall prevent the migration of sediment outside of the project site. The following standards shall be upheld during construction or alteration of Stormwater Management Facilities:

- Plan the development according to natural topography, so as to minimize disruption of soils, watershed patterns, and vegetation
- Reduce areas within the site subject to construction activities
- Schedule construction or alterations in the dry season when possible
- Implement erosion control practices and perimeter controls to minimize off-site runoff
- Implement practices that minimize runoff velocities and prevent offsite runoff
- Stabilize areas disrupted by construction with erosion control measures
- Conduct routine maintenance
- Provide protection to adjacent stormwater collection inlets and piping to prevent material from entering
- Provide clear zones at entrance driveways that help prevent soil material from being carried off the site on trucks and construction vehicles
- Reference materials for Best Management Practices (BMP's) are available from SWFWMD, FDOT, FSES/FDEP and other agencies to assist the applicant

Sea Level Rise Resiliency and Adaptation

Stormwater quality and quantity facilities should be designed to address the potential impacts of sea level rise. Where applicable, stormwater modeling must consider future tailwater conditions, while the elevations of structures and seawall designs should reflect both the projected rise in sea levels and the expected life cycle of improvements.

Floodplain Impacts

Incorrect or inadequate drainage plans can significantly affect the natural function of a floodplain and increase flood risks within and beyond the project area. Floodplains are designed to temporarily store, slow, and absorb stormwater and floodwaters. When drainage systems such as swales, pipes, or retention areas are not properly designed or located, they can alter natural flow patterns and reduce the floodplain's capacity to manage water effectively.

Improper grading, filling, or redirection of runoff can result in localized flooding, erosion, and increased flood depths. In urbanized areas, the presence of impervious surfaces further compounds the issue by generating higher volumes of stormwater runoff that drainage systems may not be equipped to handle. This can lead to system overloads, backflow, and extended flooding during major storm events.

In addition to these physical impacts, incorrect drainage design can also disrupt the natural hydrology and ecological balance of the floodplain. Such disturbances may reduce groundwater recharge, degrade water quality, and negatively affect wetland and wildlife habitats.

Overall, improper drainage planning compromises both flood protection and environmental integrity. Ensuring that drainage plans are accurate, properly engineered, and consistent with floodplain management standards is essential to maintaining the floodplain's natural function and minimizing flood risk to surrounding properties and infrastructure. The City's floodplain standards are established in the Treasure Island Code of Ordinances, Chapter 66- Floodplain Management.

Fill in Flood Hazard Areas shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour.

In coastal high hazard areas (zone V) and coastal A zones:

- The use of structural fill is prohibited.
- The use of minor quantities of nonstructural fill of up to twenty-four inches thick shall be permitted for landscaping and for drainage purposes, under and around buildings and beneath parking slabs, decks and patios. Nonstructural fill depths greater than twenty-four inches shall not be permitted. Nonstructural fill shall not contain large rocks and debris and shall be similar to and compatible with natural soils in the area. Fill depths shall be calculated by subtracting the natural grade elevations from the finished grade elevations.

- To reduce wave ramping and wave reflection, nonstructural fill with finished slopes that are steeper than 20% (1V:5H) one unit vertical to five units horizontal shall not be permitted. Excessive transition slopes can serve to increase wave ramp up and alter wave reflection patterns. Transition slopes shall be softened to the maximum extent practical.
- Where authorized by the state department of environmental protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.
- Nonstructural fill placement shall be permitted to backfill landward (i.e. behind) of a coastal erosion structure to achieve a smooth transition to existing grade.

In areas not identified as coastal high hazard areas (zone V) and coastal A zones:

- The use of structural fill shall comply with the requirements of the Florida Building Code.
- Structural fill slopes, where proposed within non-coastal zones, shall be no steeper than 50% (1V: 2H). Vegetation shall be permitted as the sole means of slope stabilization for slopes equal to or less than 33% (1V : 3H). Turf reinforcement matting, geogrids or similar devices shall be used for slope stabilization (in addition to vegetation) when slopes exceed 33% (1V : 3H).
- Nonstructural fill placement shall be permitted to backfill landward (i.e. behind) of a coastal erosion structure to achieve a smooth transition to existing grade.

Seawall Requirements

Seawalls in Florida are essential coastal defenses against erosion and storm surges. A large portion of the population in Florida reside in areas with low elevation making them especially prone to the effects of a rising sea level.

Florida's sandy shores are naturally susceptible to erosion from wave action and tides. Seawalls act as a physical barrier, absorbing wave energy and preventing the gradual loss of land that can undermine the foundations of homes and other buildings near the shore. As a state frequently in the path of tropical storms and hurricanes, Florida is highly vulnerable to devastating storm surges. Seawalls provide a crucial line of defense, blocking incoming water and minimizing the extensive flood damage that can inundate coastal communities and infrastructure. Seawalls along the bayside of Treasure Island, offering the following functions:

- Property protection - Seawalls act as a barrier to protect against wave action, storm surges, and erosion.
- Shoreline stabilization - They provide stability to waterfront land and protect property from damage, including foundation issues.
- Flood prevention - By preventing water from entering properties, seawalls are a critical defense against flooding, especially in low-lying coastal areas.

Construction of new seawalls must meet the following City of Treasure Island drainage requirements:

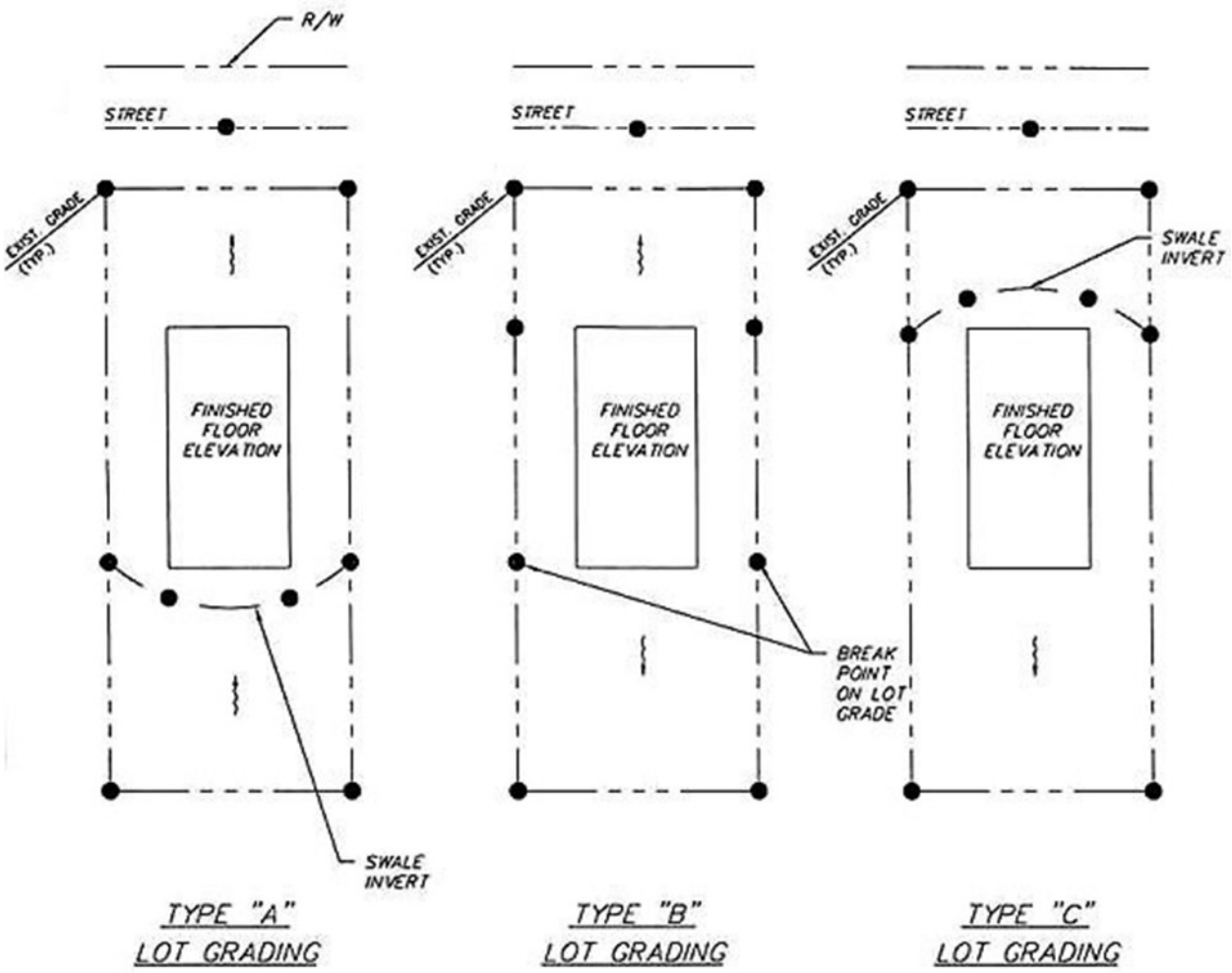
- Strive for a top of wall elevation of 5.0 NAVD 1988 datum, but this is not a requirement.
- Ensure that stormwater run-off goes to the bay or the street, not to adjacent properties.
- Ensure that stormwater run-off does not pond on the subject lot.
- Provide clean fill behind the new seawall. The use of imported fill or material from the foundation/pool excavation is allowed.
- Fill as it pertains to the seawall shall not incur adverse effects due to wave action.
- At the seawall property line the finished grade running parallel to the seawall must be the same as the seawall cap.

Additional guidance on seawall construction is included in Chapter 69 - Marine Structures and Commercial Fishing in the Land Development Regulations.

APPENDIX

EXHIBIT 1

SPOT GRADE PATTERN
FOR FINAL LOT GRADING APPROVAL



NOTE:

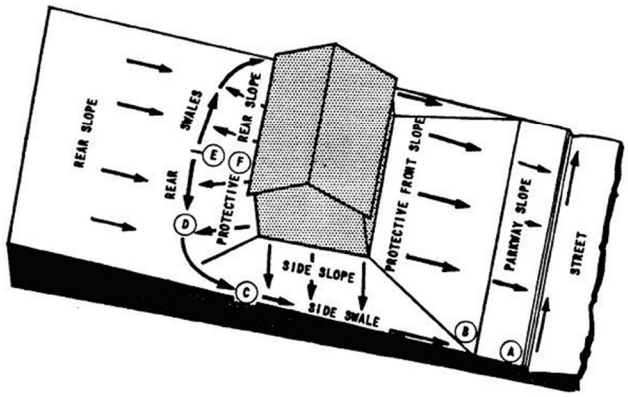
- SPOT GRADES: Four corners, grade break points along side of property, swale, crown of street, and finished floor elevation.

EXHIBIT 2
TYPICAL FHA-HUD LOT GRADING

TYPE "A" LOT GRADING
ALL DRAINAGE TO STREET

Rear yard swales behind the house carry surface water from rear yard to side yard swales (1% minimum) which carry it to street for disposal through the street gutters and the public storm drainage system.

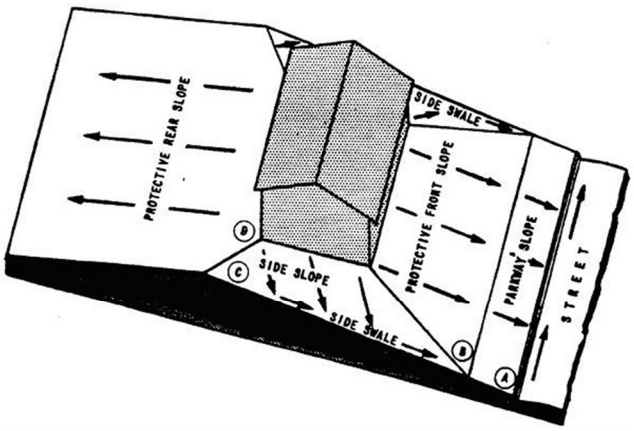
A Curb-top on lot line extension at highest lot corner.
A-B Parkway slope
B-C Side yard swale
C-D Swale turn with 10' radius
D-E Rear swale
E-F Protective rear slope up from high point of swales



TYPE "B" LOT GRADING
DRAINAGE BOTH TO STREET & TO REAR LOT LINE

Only side swales are needed to drain both to the street and to the rear lot line. They should extend back of the line of the rear building wall; then splash blocks from rear roof downspouts should be placed to direct roof water to the side swales for drainage directly to the abutting street. Thus the amount of water carried on the rear slope to easements or other properties is kept as small as possible. This reduces erosion and disposal problems.

A Curb-top on lot line extension at highest lot corner
A-B Parkway slope
B-C Side swale
C-D Protective side slope at extension of rear wall



TYPE "C" LOT GRADING
ALL DRAINAGE TO REAR LOT LINE

Front swales are essential to carry surface water from the front yard to side-yard swales which carry it to the rear for disposal in easements or across other properties. Proper cross-section of the street gutter, curb and parkway strip are essential to stop street water from flowing onto the lot.

A Curb-top at high side of driveway near low lot corner
A-B Parkway slope
B Driveway grade change from upgrade drive in street to downgrade drive on lot
C-D Driveway downgrade point out from front of building
D-E Front swale
E-F Protective front slope from highpoint of swales

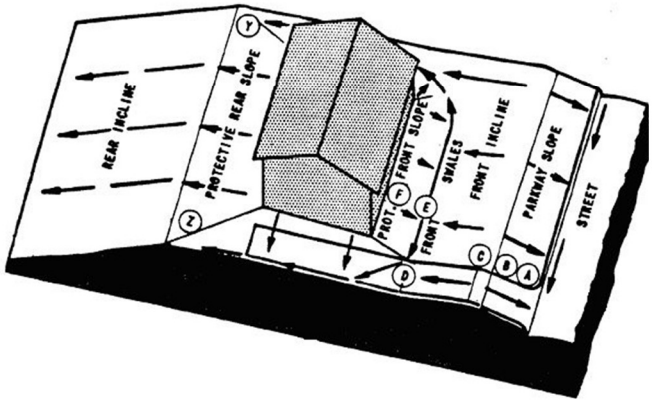
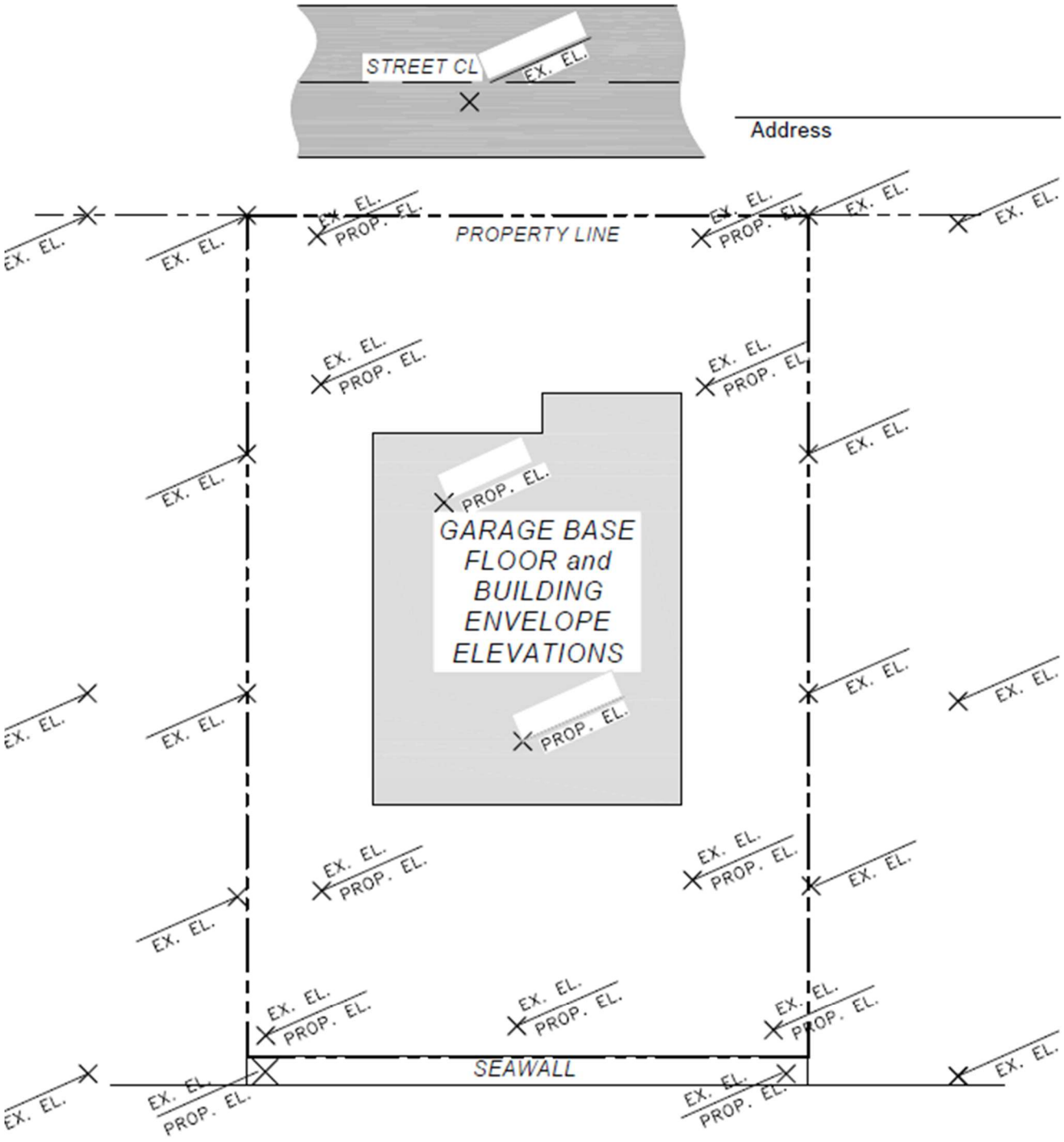


EXHIBIT 3

LOT GRADING SAMPLE FORMAT



1. Show existing and proposed grades and indicate drainage flow patterns with arrows.
2. If swales are required, indicate the locations and provide cross section(s) on a separate figure.

ORDINANCE 2025-41

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 69 "MARINE STRUCTURES AND COMMERCIAL FISHING" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES BY REVISING SECTIONS 69-32, "DEFINITIONS", REMOVE THE REFERENCE TO THE TERRAIN MODIFICATION MANUAL; REVISING SECTION 69-51 "APPLICATION", SECTION 69-74 "SEAWALL AND LIVING SHORELINE CONSTRUCTION" AND 69-77 "SUPPLEMENTAL CRITERIA" TO REMOVE THE REFERENCE TO THE TERRAIN MODIFICATION MANUAL AND INCORPORATE THE CITY OF TREASURE ISLAND DRAINAGE MANUAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 69 of the City Code of Ordinances ("Code"), entitled "Marine Structures and Commercial Fishing," regulates the construction on or near waterways and commercial fishing activities within the City; and

WHEREAS, the City desires to revise its land development regulations to support both public and private protection of facilities and services; and

WHEREAS, the City has repealed the Terrain Modification Manual and desires to make the revisions contained in this Ordinance update the City's regulations; and

WHEREAS, the Local Planning Agency met on January 15, 2026, and recommended approval of the following revisions to the Land Development Regulations; and

WHEREAS, the City Commission has reviewed City's Comprehensive Plan and finds that revisions are consistent with the City's Comprehensive Plan; and

WHEREAS, the City Commission has reviewed the relevant current Code provisions of the City of Treasure Island and finds that certain modifications are necessary and desirable to revise various requirements in the Code; and

WHEREAS, the City Commission determines that the adoption of this Ordinance is in the interests of the public health, safety and welfare of the City and its residents.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND, FLORIDA DOES ORDAIN:

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as legislative findings by the City Commission of the City of Treasure Island, Florida, for the adoption of this Ordinance.

SECTION 2. That section 69-32, Definitions, of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 69-32 Definitions.

The following words, terms and phrases when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Boat means any manmade item which floats and is designed to be propelled by oars, paddles, sail, motorized power or by any other means. Proof of title along with registration as a vessel in accordance with F.S. ch. 327 and 328 shall be required. Personal watercraft are exempted from consideration as a boat as defined herein.

Boat lift means a device for lifting boats out of the water for storage over the water. Boat lifts shall be inclusive of all four post lifts and service catwalks, but exclusive of davits where the davit base is not within the waters of the city.

Building means any structure used or intended for supporting or sheltering any use or occupancy.

Cap means the top of a seawall which is usually formed and poured with concrete and rebar.

Catwalk means a narrow dock with a minimum width of 24 inches and a maximum width of 36 inches.

Coastal Armoring means manmade structures designed to either prevent erosion of the upland property or protect eligible structures from the effects of coastal wave and current action. Examples include seawalls, revetments, geotextiles, dune scour protection or other similar structures.

Coastal Construction Control Line means the line established by the state pursuant to F.S. § 161.053, and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Commercial dock means any dock which will be used in connection with or owned by a hotel, motel, restaurant, social or fraternal club or organization or commercial enterprise of any type whatsoever.

Construction means completely new work, repairs, replacements and extensions to existing structures, except that it shall not include the repair or replacement of decking, stringers, railings, lower landings or the patching or reinforcing of existing pilings on a private, commercial or multi-use private dock for which a permit was originally issued.

Crest means the highest portion of a shoreline feature.

Dock means any structure, otherwise known as a pier, wharf or loading platform which is constructed on piling over open water or which is supported by floatation on the water.

*Dock, adjacent to an inside corner lot m*eans a dock located on a property immediately adjacent to an inside corner lot as depicted in Section 69-71 in Exhibit A – Lots 1 and 4. Generally adjacent to an inside corner lot docks occur in Isle of Capri.

Dock, inside corner lot means a dock located on a lot at the inside corner of a canal, where the property lines of the abutting properties at the waterfront, if extended into the water would meet at an angle of approximately 90 degrees as depicted in Section 69-71 in Exhibit A – Lot No. 3. Generally inside corner lot docks occur in Isle of Capri.

Dock, pie shaped corner lot means a dock located on a lot, where the property lines, if extended into the water would meet at a point within 200 feet of the waterfront property line as depicted in Section 69-71, Exhibit B1 and B2.

Floating boat lift means a boat lift that floats at all times in the water.

Fill means material including but not limited to soil, gravel, or crushed stone that is placed in an area to increase ground elevations (see *Structural Fill)* [Also defined in ASCE 24, Section 1.2.].

Finished grade means the finished elevation of a site after all fill, land balancing or site preparations have been completed. The finished elevation shall be inclusive of all grasses, landscaping, decks, slabs or other ground coverings.

Floating dock means any dock supported by flotation devices and influenced by the daily ebb and flow of the tide. Incidental movement or the capability of movement upon water shall not preclude a structure from classification as a floating dock. Registration of the structure as a vessel in accordance with F.S. ch. 327 shall not preclude a structure from classification as a floating dock. This definition shall not apply to a floating boat lift or floating vessel platform permitted by the Florida Department of Environmental Protection pursuant to chapter 403, Florida Statutes.

Floating vessel platform means a structure that floats at all times in the water and is used solely for the purpose of supporting a vessel so that the vessel is out of the water when not in use.

Living shorelines means a suite of shoreline protection techniques that incorporate habitat restoration alone or in combination with some type of built infrastructure to provide coastal protective services. Living shorelines use native vegetation alone or in conjunction with low sills, encompassing riprap, oyster bag arrays, in front of low elevation Seawalls or Bulkheads to stabilize the shoreline. ~~The top of bank elevation for a living shoreline shall comply with the Terrain Modification Manual.~~

Mean high water means the average height of the high waters over a 19-year period; or for shorter periods of observations, the average height of the high waters after corrections are applied to eliminate known variations and to reduce the results to the equivalent of a mean 19-year value as defined in state statues.

Multi-use private dock means any dock owned in common or used jointly by the residents of an apartment house (more than two units), condominium or cooperative apartment.

Natural disaster means an act of God, including but not limited to hurricane, lightening, storm tornado, flood, severe wave action.

Natural grade means the grade unaffected by construction techniques such as fill, landscaping or berming.

*Nonstructural fill m*eans *fill* that does not serve to support or protect a structure. This may include but not be limited to fill used below parking slabs, decks and patios.

Permanent mooring means the docking of a boat for in excess of 72 hours in any seven-day period. Any extension to this time period may be granted for extenuating circumstances by approval of the city manager.

Personal watercraft means any inboard powered vessel less than 16 feet in length which is propelled by a jet drive. It is designed to carry from one to three persons, and be operated by a person sitting, standing, or kneeling on the vessel, rather than the conventional manner of sitting or standing inside the vessel. Its use is subject to all local, state and federal regulations governing the operation of powerboats of similar size.

Private dock dwelling, single-family means any dock which will be used by an individual owner, his family and friends, or means any single structure dock facility which provides dockage for a duplex type residential unit. This definition is not to include docks servicing zero lot line attached units. A private dock shall not be used for the production of income.

Repair, Dock means replacing ~~of~~ less than:

(1) 50 percent of the piling or support system of a dock or lift~~;~~

Repair, Seawall means any repair to a seawall that is not a *Seawall Major Repair.*

Repair, Seawall Major means a repair utilizing new seawall panels for more than fifty percent (50%) of the length of the property's shoreline.

Replacement, Dock means replacing more than:

(1) 50 percent or more of the pilings or support system of a dock or lift;

Seawall means a vertical or near-vertical, substantially impermeable structure typically made of concrete, vinyl or steel, that provides shoreline protection from waves while retaining upland soils. ~~The elevation of the top of a seawall must comply with the Terrain Modification Manual to ensure protection of adjacent property, public right-of-way or other public infrastructure from flooding associated with currently realized and expected future sea level rise.~~ This definition specifically excludes upland retaining walls.

Seawall line means that line established by the city under authority of its charter.

Service catwalk means a structure on pilings over open water similar to a dock. The service catwalk shall be a minimum of two feet wide, a maximum of three feet wide and used solely in conjunction with a boat lift for servicing the boat and lift. This structure shall the considered part of the boat lift.

Structure means that which is built or constructed.

Structural fill means fill placed and compacted to a specified density to provide structural support or protection to a structure. [Also defined in ASCE 24, Section 1.2.].

Tiepoles shall include dolphins or mooring poles which are placed to provide anchorage, mooring or space for a ship or boat.

Work means any project, activity, alteration, construction, maintenance, repair, placement or replacement of or with respect to any dock, dock related structure, or floating dock.

SECTION 3. That section 69-51, Application, of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 69-51. Application.

(a) It shall be unlawful to construct, alter, repair, remove or demolish any seawall, dock, or boat lift within the city until application for a permit therefor has been filed, payment of prescribed fees has been made, and a permit for such work has been obtained pursuant to these regulations.

(1) Replacement of deck boards, only, shall not require the issuance of a permit from the city. All deck boards shall meet the minimum construction criteria as required by Pinellas County and any applicable manufacturer product specifications.

(b) Application for permits shall be submitted to the building department, together with detailed plans and specifications for such structure, together with such other information, plans and structural drawings as may be reasonably required by the building official. Any project which could change tidal circulation patterns shall provide hydrographic information sufficient to allow an accurate evaluation of the potential impacts.

(c) Such applications shall be sworn to by the applicant, reciting the full name, residence or business address of the owner, the address or location of the premises upon which the structure is to be erected, altered or removed, the cost of the proposed work, and the name and address of the contractor or other person or firm authorized by the owner to perform the contemplated work. All typical plans and specifications for seawalls, docks or boat lifts shall be approved by the building official.

(d) The overall permitting process will be subject to the current Florida Building Code and will be coordinated with the Pinellas County Water and Navigation Regulations.

(e) Applications for seawalls, seawall repairs, and living shorelines shall be submitted with detailed plans and specifications, be signed and sealed by a Professional Engineer registered in the State of Florida and include all information required of the City of Treasure Island Drainage Manual ~~city's Terrain Modification Manual~~ located in Appendix B.

SECTION 4. That section 69-74, Construction materials, of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 69-74. Seawall and Living Shoreline Construction.

Any deviation from the following regulations shall be submitted to the building department. The building department shall require the signature and seal of a professional engineer currently registered in the state upon the plans.

(a) Seawalls shall meet the following requirements:

All seawalls constructed, improved, modified, repaired, rehabilitated, or altered, projected or prolonged on or adjacent to waters subject to tidal action shall be in compliance with the following minimum standards. The penetration of each seawall panel or pile into firm ground shall be equal to 0.67 times the height of the wall above the ground line, or 0.4 times the total length of the panel or pile, whichever is greater:

At the seawall property line the finished grade running parallel to the seawall must be the same as the seawall cap. Finished grades may be sloped or terraced upward from the seawall property line to the rear waterfront setback line, but must include provision to avoid drainage to adjacent property that is lower than the grade line being installed.

Seawall panels shall meet the following requirements:

(1) *Concrete seawalls.*

a. Concrete seawalls panels shall be pre-cast off-site, cast on-site, or poured-in-place utilizing the tongue and groove, or other approved method of sheet pile-type construction.

b. The concrete shall have a minimum 28-day compressive strength of 4,000 psi and shall utilize Type II Portland cement with ultra-fine fly ash or slag cement.

c. The concrete sheet piling shall have a minimum thickness of 5⅝ inches and contain vertical steel reinforcement equivalent in cross-sectional area to one #4 deformed reinforcing bar spaced at eight inches on center. Each slab shall have two #4 steel hairpins extending into the cap at minimum of three inches.

d. All reinforcing steel shall be covered with a minimum of three-inches of concrete.

e. In no case shall the seawall panel be of shorter length than eight feet.

(2) *Aluminum seawalls.*

a. Aluminum seawalls shall not have an exposed height of more than five feet.

b. Sheet piles shall be fabricated from aluminum alloy 6061-T6, conforming to ASTM designation B209 alloy 6061 for chemical composition, having a minimum thickness of 0.125 inches and minimum tensile strength of 35,500 PSI. Corrugations shall have nominal nine-inch pitch and nominal 2½-inch depth.

c. In no case shall the total sheet be less than six feet in length. Where sheet lengths required are more than 8.5 feet, and when soil conditions, surcharges and other factors exceed the scope of these standard specifications, a special design shall be submitted, signed and sealed by a state registered engineer.

d. The minimum standards described above assume sandy soil with an angle of repose of 30 degrees for soil against the wall. They also assume that the environment is not highly alkaline or acidic. If conditions require a design in excess of limitations specified in this subsection, the wall shall be of concrete construction in accordance with subsection (a)(1) of this section.

e. If the aluminum material is brought in contact with mortar or concrete, a coating of clear methacrylate lacquer shall be applied to the aluminum contact surface to prevent corrosion. There shall be no dissimilar metals or metal systems bonded to the wall.

(3) *Vinyl Seawalls*

a. Vinyl sheet piles shall be manufactured from rigid, high impact, UV stabilized polyvinyl chloride (PVC) with a minimum tensile strength of 6,300 psi (ASTM D-638), a minimum Initial Elastic Modulus of 380,000 psi (ASTM D-638), and a maximum allowable bending stress of 3,200 psi. Vinyl sheet piles shall meet the requirements of US Army Corp of Engineers Engineer Manual (EM) No. 1110-2-2502.

b. The sheeting shall have an external layer of virgin material with a minimum ASTM D4216 cell classification of 1-42443-33.

c. Each section of sheet piling shall interlock an adjacent sheet when installed.

d. Vinyl profile to be selected by a Professional Engineer registered in the State of Florida.

(4) *Fiber Reinforced Polymer (FRP) Seawalls*

a. FRP composite sheet pile shall be pultruded.

b. The resin for the FRP sheet pile shall be either polyester or vinyl ester. Resin shall contain U.V. stabilizers to provide sufficient resistance to ultra violet light degradation.

c. The glass fiber shall be in the form of continuous roving, woven roving or stitched fabrics, and surface matting.

d. Each section of sheet piling shall interlock an adjacent sheet when installed.

e. FRP profile to be selected by a Professional Engineer registered in the State of Florida.

(b) Seawall caps shall meet the following requirements:

(1) The poured-in-place concrete cap shall not be less than 9½ inches in thickness, nor less than 16 inches in width.

(2) The concrete shall have a minimum 28-day compressive strength of 4,000 psi and shall utilize Type II Portland cement with ultra-fine fly ash or slag cement.

(3) The cap shall contain continuous horizontal steel reinforcement equivalent in cross-sectional area to four #4 deformed reinforcing bars. All splices shall be lapped not less than 40 diameters; provided, however, that the steel shall not be continuous through expansion joints. Expansion joints shall normally be provided every 40 feet.

(4) Exclusion of a seawall cap will require City approval to ensure compatibility with adjacent properties and structural suitability.

(c) Seawall anchoring systems shall meet the following requirements:

(1) All tieback rods shall be steel and have a cross-sectional area equal to or greater than a #8 reinforcing bar. All such rods shall be spaced not more than ten feet on center and shall have two or more coats of an approved protection material or treated by a hot dipped galvanized process. The length of all tie rods shall be equal to or greater than two times the height of the seawall slab projecting above the ground line. In no case shall the tie rods be of shorter length than 12 feet.

(2) All anchors shall be poured-in-place concrete, containing not less than nine cubic feet of concrete and have not less than 4.5 square feet of vertical surface perpendicular to the alignment of the tie rod. Each anchor shall contain vertical and horizontal steel reinforcement equivalent in cross-sectional area to two #4 deformed reinforcing bars per square foot, in each direction.

(3) The use of properly-sized driven earth anchors will be permitted.

(d) All steel reinforcement shall conform to the requirements of ASTM A615, Grade 60.

(e) Preformed joint filler material for expansion joints shall meet the requirements of ASTM D1751 or ASTM D1752, Type I, Type II, or Type III.

(f) Perforated PVC pipe for weep hole drainage shall be schedule 40 with a 0.020" slot width and shall incorporate geotextile fabric. The perforated PVC pipe must extend a minimum of one-foot into the native soil beyond the back-face of the existing wall.

(g) When constructing new seawall in front of existing seawall, flowable fill shall be placed between the new and existing walls. Alternative non-compressible materials may be utilized subject to the review and approval of the City Engineer based upon the suitability of the proposed material and installation methods.

(h) Living shorelines shall meet the following requirements:

(1) Living shorelines shall meet County, Federal and State permitting guidelines.

~~(2) The living shoreline shall meet the elevation requirements outlined within the city's Terrain Modification Manual located in Appendix B.~~

(2~~3~~) Seawalls or other coastal structures may supplement living shorelines.

(3~~4~~) Living shorelines shall not encroach upon adjacent parcels and shall not impact the navigability of the adjacent water body.

SECTION 5. That section 69-77, Supplemental Criteria, of the Code of Ordinances of the City of Treasure Island, Florida, is hereby created to read as follows:

Sec. 69-77. Supplemental criteria.

(a) The Standard Specifications of the Florida State Road Department for Road and Bridge Construction dated edition of 2023, or latest revision or superseded publication shall govern covering materials and workmanship where applicable.

(b) No tiebacks shall be cut or removed in connection with the construction of other facilities, or otherwise, without making provisions in some manner to secure the stability of the installation; and such plans shall be approved by the building inspector prior to the cutting or removing of any tiebacks.

(c) It shall be the Professional Engineer's responsibility to confirm that the material requirements set forth in 69-74 are suitable for the specific site. Nothing in this Chapter shall be construed to alleviate the need for location-specific structural evaluation.

(d) Seawall design shall account for surcharged loads where present.

(e) Seawall cap and living shoreline top of structure elevations shall comply with the requirements of the City of Treasure Island Drainage Manual ~~city's Terrain Modification Manual~~ located in Appendix B.

(f) Seawall cap elevations shall support positive site runoff over the cap. The landward face of the seawall cap shall not be visible or exposed. Finished grades shall be equal to the seawall cap elevations along the landward face.

(g) The seawall cap elevation shall be set below the lowest floor, as defined within Chapter 66, or below base floor~~, as defined within Appendix B, elevation~~.

(h) Replacement seawalls can be placed no further than one foot in front of the face of an existing seawall. Construction for living shorelines may exceed this limitation as approved by the city and other jurisdictional agencies including Pinellas County, the Southwest Florida Water Management District and Army Corps of Engineers.

SECTION 6. SEVERABILITY. It is the intention of the City Commission that each provision hereof be considered severable, and, if any section, subsection, sentence, or provision of this ordinance is held invalid, the remainder of the Ordinance shall not be affected.

SECTION 7. CONFLICT. All ordinance or portions of ordinances in conflict with or inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 8. CODIFICATION. Sections 2-5 of this Ordinance shall be codified in the Code of Ordinances for the City of Treasure Island, Florida. The codifier is authorized to renumber or reclassify such other provision of the Code of Ordinance to accomplish such intention. The codifier is also authorized to make editorial changes not affecting the substance of this Ordinance in the substitution of article, ordinance, section, paragraph, or such other appropriate word or phrase in order to accomplish such intention.

SECTION 9. EFFECTIVE DATE. This ordinance shall take effect immediately following the adoption of the ordinance.

FIRST READING and PUBLIC HEARING on the ____ day of _____, 2026.

SECOND READING and PUBLIC HEARING on the ____ day of _____, 2026.

PUBLISHED in the Tampa Bay Times on the ____ day of _____, 2026.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the ____ day of _____, 2026 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST:

_____
Lisa Marie Kennedy, City Clerk

ORDINANCE 2025-42

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 76 "STORMWATER" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES BY AMENDING SECTION 76-36, "DOCUMENTS INCORPORATED BY REFERNCE" TO REPLACE THE TERRAIN MODIFICATION MANUAL WITH THE CITY OF TREASURE ISLAND DRAINAGE MANUAL, AMENDING SECTION 76-37, "REQUIRED INFORMATION", TO REVISE THE REQUIREMENTS FOR RESIDENTIAL AND COMMERCIAL DRAINAGE AND AMENDING SECTION 76-38, "DESIGN REQUIREMENTS, GENERAL" TO REMOVE THE REFERENCE TO THE TERRAIN MODIFICATION MANUAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 76 of the City Code of Ordinances ("Code"), entitled "Stormwater," regulates stormwater within the City; and

WHEREAS, the City desires to revise its land development regulations to support both public and private protection of facilities and services; and

WHEREAS, the City has repealed the Terrain Modification Manual and the changes in this ordinance are necessary to continue the implementation of this chapter; and

WHEREAS, the Local Planning Agency met on January 15, 2026, and recommended approval of the following revisions to the Land Development Regulations; and

WHEREAS, the City Commission has reviewed City's Comprehensive Plan and finds that revisions are consistent with the City's Comprehensive Plan; and

WHEREAS, the City Commission has reviewed the relevant current Code provisions of the City of Treasure Island and finds that certain modifications are necessary and desirable to revise various requirements in the Code; and

WHEREAS, the City Commission determines that the adoption of this Ordinance is in the interests of the public health, safety and welfare of the City and its residents.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND, FLORIDA DOES ORDAIN:

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as legislative findings by the City Commission of the City of Treasure Island, Florida, for the adoption of this Ordinance.

SECTION 2. That Section 76-36, Documents incorporated by reference, of Chapter 76, Stormwater, of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 76-36. Documents incorporated by reference.

All stormwater system elements shall meet the performance criteria outlined within this Chapter. In addition, the following documents are incorporated herein as part of this Code by reference, for supplemental standards and methodologies for use in design, implementing, and maintaining stormwater system elements and erosion and sediment control systems. Specific modifications, revisions or additions identified within this Chapter shall govern:

(1) Chapter 62-330, Florida Administrative Code (F.A.C.), Environmental Resource Permitting

(2) Chapter 62-624, Florida Administrative Code (F.A.C.), Municipal Separate Storm Sewers

(3) The Florida Stormwater, Erosion and Sedimentation Control Inspector's Manual, State of Florida Department of Environmental Protection (Tier I and II)

(4) The Southwest Florida Water Management District ERP Applicant Handbook Volume II

~~(5) The Treasure Island Terrain Modification Manual~~ The City of Treasure Island Drainage Manual located in appendix B

(6) The Treasure Island Watershed Management Plan

(7) The Pinellas County Stormwater Manual

(8) The Florida Department of Transportation Drainage Manual

SECTION 3. That Section 76-37, Required information, of Chapter 76, Stormwater, of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 76-37. Required information.

The following information and supporting data must be included with the applicant's submission:

~~(1) Construction Plans~~

~~(2) Project Boundary~~

(3) A topographic survey of the area subject to development impact certified to the appropriate entity that meets the technical standards of Florida Administrative Code 5J-17.052 and is signed and sealed by a Florida Professional Surveyor mapper (PSM). The survey shall depict the natural grade of the project at one-foot contour intervals with the existing drainage patterns clearly established inclusive of any overland flow transfer points. Natural grade elevations shall be obtained at minimum interval of twenty-five feet

(4) Surveys for Gulf-front properties must include the 1968 Treasure Island Mean High Water Line or Erosion Control Line and the Coastal Construction Control line.

(5) Additional off-site topographical information may be needed to adequately identify drainage patterns, extending a minimum of one hundred feet beyond the applicant's parcel limits. These limits shall be extended as required to identify the full extent of offsite drainage patterns. For one- and two-family dwelling units that are not part of a common plan of development, off-site topographic survey may only extend twenty-five feet beyond the applicant's project limits

(6) The drainage boundary of the area of any lands outside the project limits contributing runoff to the project for both pre-development and post-development;

(7) Existing and proposed (or post development) 100-year floodplains and/or floodways;

(8) A plan of the proposed land use and land cover, including acreage and percentage of impervious surfaces;

(9) Description of vegetative cover, locations of any wetlands, surface waters or other known conservation areas;

(10) Proposed construction phases;

(11) Rights-of-way, common areas, and/or platted and unplatted easement locations;

(12) Location of existing and proposed stormwater management facilities, including size, design capacity, 25-year and 100-year flood elevation, side slopes, depth of pond, retained and/or detained runoff volumes, and treatment volumes. Where open conveyances are proposed, provide suitable elevation information to confirm minimum slope thresholds have been met;

(13) Cross section views of stormwater management facilities including 25-year and 100-year flood elevation, side slopes, depth of pond, seasonal high water table (as encountered), seasonal high water table (adjusted value), tailwater conditions (as encountered), tailwater conditions (adjusted value);

(14) Proposed stormwater structure callouts including type, size, special coatings, access type and invert elevations.

(15) Proposed stormwater culvert callouts including material, length and percent slope.

(16) Detailed grading plan with sufficient spot elevations to determine the direction of flow and ensure that minimum slopes are achieved. Elevations identifying the finished grade elevation shall be provided not more than twenty-five feet apart;

(17) An erosion and sedimentation control plan which provides reasonable assurance that water quality standards will not be violated during the construction process. This plan shall include the location of all proposed erosion and sediment control measures as well as installation and maintenance details and / or instructions.

(18) A Stormwater Pollution Prevention Plan (SWPPP), meeting Florida Department of Environmental Protection requirements, when required per Section 403.0885, Florida Statutes;

(19) Cross section views of stormwater management facilities

(20) All other information required by the Treasure Island Terrain Modification Program Manual for regulated activities.

(21) Calculations Package including

a. Written narrative discussing the stormwater management plan, information on impacted drainage areas, previously permitted improvements, construction phasing, future improvements proposed at the subject location, proposed conveyance and water quality improvement approach

b. Hydrologic and hydraulic modeling information including, but not limited to, input parameters, supporting calculations and figures for input parameters, summary tables and output reports for the pre-improvement and post-improvement conditions

c. Pipe sizing calculations utilizing the Florida Department of Transportation's (FDOT) Storm Drain Tabulation Form, or other city-approved format.

d. Site-specific water quality calculations identifying pollutant loadings for the pre-improvement and post-improvement conditions, pollutant removal efficiencies of the selected stormwater management facility, and all other required information to confirm water quality requirements have been met

e. Stormwater management facility recovery calculations

f. Site-specific geotechnical investigation identifying conductivity rates, soil classification(s), seasonal high groundwater table elevation(s), confining layers and other relevant information.

~~(22) Operation and Maintenance Plan identifying required maintenance procedures and frequencies and the name, company, title, phone number and email address of the responsible entity for future operation and maintenance.~~

~~(23) All other information required by the Treasure Island Terrain Modification Manual for regulated activities~~

~~Other regulatory approvals including:~~

~~(24) Southwest Florida Water Management District Environmental Resource Permit. If a project is deemed exempt, an applicant shall provide formal documentation that a permit is not required for the proposed activities.~~

~~(25) Florida Department of Environmental Protection approvals through the State 404 program where surface water and/or wetland impacts are proposed.~~

~~(26) Florida Department of Transportation approvals for drainage connections.~~

~~(27) Construction General Permit for discharges associated with construction activities, when applicable.~~

Residential Lot Drainage

The City of Treasure Island Drainage Manual identifies information and supporting data that must be included with the applicant's submission.

Residential projects will be evaluated to determine that the proposed drainage plan provides lot grading with adequate slope of the land to ensure that surface drainage from rain runoff is directed away from the building and is controlled in a manner that eliminates impact to adjacent properties.

Commercial Drainage

The City of Treasure Island Drainage Manual identifies information and supporting data that must be included with the applicant's submission.

Most commercial development will require a stormwater management plan and a permit under the state's Environmental Resource Permitting (ERP) program, which is administered by the Florida Department of Environmental Protection (DEP) and Southwest Florida Water Management District (SWFWMD). Commercial post-development run-off rates shall not exceed pre-development conditions and shall meet water quality performance standards that reduce post-development pollutants by meeting or exceeding all ERP requirements contained in *Chapter 62-330, Florida Administrative Code, as may be amended from time to time* and any additional requirements contained in the City of Treasure Island Drainage Manual. By following this guidance, and meeting the requirements of the ERP rule and Treasure Island Drainage Manual, a project can move forward under a single stormwater permit.

An applicant for commercial development must provide the City of Treasure Island with the following documents as submitted to, or approved by, the SWFWMD or DEP for review by the City of Treasure Island:

A. Stormwater Management Design Report
B. Stormwater Management Facility Plans
C. Site Grading and Drainage Plans
D. ERP and Construction Permit(s), if issued (including all conditions of approval)

Prior to construction, the commercial project shall also obtain and provide the following approval documents, if applicable:

Florida Department of Environmental Protection/US ACOE approvals through the State 404 program where surface water and/or wetland impacts are proposed.

Florida Department of Transportation approvals for drainage connections.

Construction General Permit for discharges associated with construction activities, when applicable.

Submitting these materials is necessary to ensure that the project meets all drainage and stormwater requirements for commercial site development prior to development.

SECTION 4. That Section 76-38, Design requirements, general, of Chapter 76, Stormwater, of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 76-38. Design requirements, general.

No person shall engage in any development or redevelopment activity that causes changes in the predevelopment rate, volume, quality or direction of stormwater flow entering or leaving the development.

No person shall change the contours, topography, use or vegetation cover of land owned or controlled by such person unless stormwater runoff and sedimentation are controlled.

~~All stormwater management, conveyance and treatment systems constructed shall incorporate the anticipated impacts of sea level rise as outlined within Treasure Island Terrain Modification Manual if deemed to be a regulated activity.~~ The minimum tailwater elevation utilized in stormwater facility design shall be the published Mean High Water elevation.

The post-development location of stormwater discharged from a development shall occur at the same location stormwater is discharged in the pre-improvement condition, whether said runoff is discharged via a stormwater culvert, overland flow or other means. The city reserves the right to identify alternative connection locations in

the event capacity limitations are present, perceived or anticipated. Offsite flows which entered a site in the pre-improvement condition may be routed to the existing discharge location if located within public-right-of-way using stormwater culvert(s), swales, or other means acceptable to the city.

A positive stormwater outfall shall be provided. Infiltration-based systems shall not be considered a positive outfall. The stormwater outfall shall be a piped conveyance if an existing stormwater structure and / or stormwater culvert is immediately present to the site. Discharge of sheet flow will only be permitted where said system(s) are not present within fifty-feet of the applicant's parcel. No discharge will be permitted on the beach. When discharge via sheet flow is permitted, a sidewalk, multi-use trail or other pedestrian facility shall not be present between the point of discharge and the end point of stormwater collection unless conveyance is routed below the facility and does not impede public use.

All facilities associated with stormwater collection, transmission, management and treatment shall be located in a manner that is conducive to future maintenance, repair and operational procedures. Where equipment access is required, a 10' maintenance path shall be present from the roadway to the subject stormwater element. Where only human / handheld equipment access is required (for example, mowing operations), a 4' minimum maintenance path shall be present from the roadway to the subject stormwater element.

This chapter specifically allows for the construction of off-site and/or regional facilities to address the water quality and quantity requirements addressed herein. It shall be the applicant's responsibility to document confirmation of the following within the Construction Plans and/or Calculation Package:

(1) That the project resides within the proposed service boundary of the regional facility.

(2) That the applicant's post-improvement pollutant loads do not exceed the post-development pollutant loads anticipated at the time of regional facility construction. Any excess pollutant loadings shall be addressed onsite in accordance with the requirements of this Chapter.

(3) That the applicant's post-improvement stormwater discharge rate does not exceed the post-development discharge rate anticipated at the time of regional facility construction. This applies for both the conveyance system upstream of the regional facility and the regional facility itself. Any excess discharge shall be addressed onsite in accordance with the requirements of this Chapter.

(4) That the regional facility has been operated and maintained in accordance with the operation and maintenance requirements established at the time of initial facility construction.

SECTION 5. SEVERABILITY. It is the intention of the City Commission that each provision hereof be considered severable, and, if any section, subsection, sentence, or

provision of this ordinance is held invalid, the remainder of the Ordinance shall not be affected.

SECTION 6. CONFLICT. All ordinance or portions of ordinances in conflict with or inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 7. CODIFICATION. Sections 2-4 of this Ordinance shall be codified in the Code of Ordinances for the City of Treasure Island, Florida. The codifier is authorized to renumber or reclassify such other provision of the Code of Ordinance to accomplish such intention. The codifier is also authorized to make editorial changes not affecting the substance of this Ordinance in the substitution of article, ordinance, section, paragraph, or such other appropriate word or phrase in order to accomplish such intention.

SECTION 8. EFFECTIVE DATE. This ordinance shall take effect immediately upon adoption of the ordinance.

FIRST READING and PUBLIC HEARING on the ____ day of _____, 2026.

SECOND READING and PUBLIC HEARING on the ____ day of _____, 2026.

PUBLISHED in the Tampa Bay Times on the ____ day of _____, 2026.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the ____ day of _____, 2026 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST:

_____
Lisa Marie Kennedy, City Clerk

City of Treasure Island
Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE 2025-38

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, REPEALING APPENDIX B "THE TERRAIN MODIFICATION MANUAL" IN ITS ENTIRETY AND REPLACING IT WITH THE CITY OF TREASURE ISLAND DRAINAGE MANUAL AS PART OF THE CITY'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by section 166.041(4), Florida Statutes, for the proposed ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Development orders and development permits, as those terms are defined in section 163.3164, Florida Statutes, and development agreements, as authorized by the Florida Local Government Development Agreement Act under sections 163.3220-163.3243, Florida Statutes;
b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City;
c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s).

N/A

Question 3. If there is no applicable exception, proceed with completing the below Business Impact Estimate. This Business Impact Estimate may be revised following its initial posting. In accordance, the City hereby publishes the following information:

A. Summary of the proposed ordinance (must include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals and welfare of the City): The purpose of the proposed Ordinance is to repeal the Terrain Modification Manual and replace it with a simplified drainage manual to streamline the permitting process and provide for clear drainage requirements.

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted; N/A

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and N/A

(3) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. N/A

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3): N/A

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance: The number of businesses likely to be impacted in unknown. However, it is anticipated that this Ordinance will assist businesses by streamlining the drainage requirements and improving the permitting process.

D. Additional information the governing body deems useful (if any): N/A

ORDINANCE 2025-40

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 68 "ZONING REGULATIONS" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES BY AMENDING SECTION 68-2, "DEFINITIONS" TO REVISE THE DEFINITIONS OF BUILDING HEIGHT, TERRAIN MODIFICATION HEIGHT ADJUSTMENT FACTOR, TERRAIN MODIFICATION SETBACK ADJUSTMENT FACTOR, AND TO REMOVE THE DEFINITION OF TERRAIN MODIFICATION MANUAL; AMENDING SECTION 68-34, "PRE-DEVELOPMENT REVIEW COMMITTEE", SECTION 68-431, "SCHEDULE OF LOT AND BULK REGULATIONS" AND SECTION 68-541, "SETBACK CLASSIFICATION" TO REMOVE THE REFERENCE TO TERRAIN MODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 68 of the City Code of Ordinances ("Code"), entitled "Zoning Regulations," regulates zoning within the City; and

WHEREAS, the City desires to revise its land development regulations to support both public and private protection of facilities and services; and

WHEREAS, the City has repealed the Terrain Modification Manual and the changes in this ordinance are necessary for the implementation of this chapter; and

WHEREAS, the Local Planning Agency met on January 15, 2026, and recommended approval of the following revisions to the Land Development Regulations; and

WHEREAS, the City Commission has reviewed City's Comprehensive Plan and finds that revisions are consistent with the City's Comprehensive Plan; and

WHEREAS, the City Commission has reviewed the relevant current Code provisions of the City of Treasure Island and finds that certain modifications are necessary and desirable to revise various requirements in the Code; and

WHEREAS, the City Commission determines that the adoption of this Ordinance is in the interests of the public health, safety and welfare of the City and its residents.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND, FLORIDA DOES ORDAIN:

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as legislative findings by the City Commission of the City of Treasure Island, Florida, for the adoption of this Ordinance.

SECTION 2. That Section 68-2, Definitions, of Chapter 68, Zoning Regulations, of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 68-2. Definitions.

Unless specifically defined below or in the specific article in which they appear, words or phrases used in these regulations shall be interpreted so as to give them the meaning they have in common usage, and to give these regulations their most reasonable application. For the purpose of enforcing and administering this chapter, the following words shall have the definitions and meanings as herein set forth.

Abutting means to physically touch or border upon, or to share a common property line.

Access, vehicular means the principal means of vehicular ingress and egress to property from a right-of-way or easement.

Accessory use or structure means a use or a structure subordinate to the principal use or building on the same lot and serving a purpose customarily incidental to the use of the principal building, provided any such structure is built with or after the construction of the principal building.

Adjacent means property that touches or is directly across a street, access easement, alley, or right-of-way (except those properties separated by an arterial or collector street) from the subject property.

Adult entertainment establishment means a site or premises, or portion thereof, upon which certain adult use activities or operations are conducted, such as, but not limited to adult arcade, adult bookstore, adult booth, adult theater, special cabarets, physical culture establishments, and adult photographic or modeling studios, including any business establishment whose primary business stock in trade is dependent upon the activities relating to specified sexual activities or specified anatomical areas.

Alcoholic beverage establishment means any establishment devoted primarily to the retail sale of alcoholic beverages for consumption on the premises.

Alley means a public right-of-way which affords only a secondary means of access to abutting property.

Alteration means any change, rearrangement, enlargement, extension, reduction of any structure or part thereof or moving on the same site.

Amortization means the installment costs of a use or structure extended throughout a predetermined life of such use or structure.

Ancillary nonresidential use means off-street parking, drainage retention areas, and open space buffer areas for adjacent, contiguous nonresidential uses.

Animal hospital means any building or portion thereof designed or used for the veterinary care, surgical procedures or treatment of animals, but not boarding of well animals.

Antenna means any exterior transmitting or receiving device used in communications that radiates or captures electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar), wireless communications signals or other communication signals.

Arcade means a series of arches supported by columns, piers, or pillars, either freestanding or attached to a wall to form a covered passageway.

Architect means a person licensed by the state to practice architecture.

Artist studio means a worker's workroom for an individual and their employees for the purposes of activities including but not limited to painting, drawing, ceramics, sculpture, jewelry making, photography, graphic design, dance, glass blowing, film-making, video or film production.

Assembly occupancies means occupancies that include, but are not limited to all buildings or portions of buildings used for gatherings of persons, for such purposes as seminars, conventions, conferences, deliberation, entertainment, dining, religious institution use, amusement facilities or awaiting transportation.

Automobile gas station means any building, structure or land used primarily for the dispensing, sale or offering for sale at retail of any automotive fuels or oils.

Automobile service station means any building, structure or land used primarily for the dispensing, sale or offering for sale at retail of any automobile fuels, oils or accessories, but not including major repair work such as motor overhaul, body and fender repair or spray painting. An automobile service station may provide for minor repair of vehicles and rental of automobiles or trailers.

Availability/available with regard to the provisions of facilities and services concurrent with the impacts of development, means that at a minimum the facilities and services will be provided in accordance with the standards set forth in F.A.C. 9J-5.0055(2).

Awning means an accessory structure, either temporary or permanent, which is supported by an open framework and is covered by material such as but not limited to cloth, plastic, fiberglass, or metal.

Bar. (See "alcoholic beverage establishment.")

Base flood elevation means the elevation of the flood having a one percent chance of being equaled or exceeded in a year as depicted on the flood insurance rate map (FIRM).

Beach shelter means an accessory structure temporary or permanent, consisting of one or more columns and a roof and not including walls or a floor or facilities of any type.

Board of adjustment, for the purposes of this Code, shall mean the planning and zoning board.

Boarding house (rooming house) means a building other than a hotel or motel where lodging with or without meals for three or more persons not of the immediate family is provided for compensation.

Buffer area means a natural or landscaped area or strip of land, with or without such physical separation devices as a fence or wall, established to separate and insulate one type of use from another use; or to shield or block noise, lights or other considerations; or to separate development from a natural feature so as to reduce the incompatibility between uses or features and protect the integrity of each.

Building means any structure used or intended for supporting or sheltering any use or occupancy.

Building height means the vertical distance from the base flood elevation plus 2 feet of freeboard to the highest point of the building, not including those structures specifically permitted to extend beyond the height of the building, as may be modified by the ~~Terrain Modification~~ Height Adjustment Factor.

Building setback line means the required minimum horizontal distance between the front, rear or side lines of the lot and the front, rear or side lines of the building.

Building site means that part of a parcel of land designed to be occupied by the principal building and such accessory buildings or uses customarily incidental to it.

Bus shelter means a covered structure, usually having three walls, located on or adjacent to the right-of-way of a street and designed primarily for the protection and convenience of bus passengers.

Bush means a woody plant, smaller than a tree and having many stems branching out low instead of one main stem or trunk; shrub.

Cafeteria. (See "restaurant.")

Car wash means an establishment for the washing, cleaning, waxing and polishing of the exterior surface of passenger vehicles; and for the incidental cleaning and vacuuming of the interior passenger sections.

Child day care center means a licensed facility which provides, for any portion of the day, care-giving services to three or more persons under the age of 18, who are not related to the owner or operator.

City means the City of Treasure Island located within Pinellas County, Florida.

City manager means the city manager of the city.

Clinic, medical means a facility which does not provide for overnight accommodations wherein professional services concerning personal health of humans

are administered by medical doctors, chiropractors, osteopaths, optometrists, dentists or any other such profession, which may lawfully be practiced in the state.

Clinic, veterinary means a facility which provides for care of animals wholly within a soundproof, air conditioned structure and wherein overnight boarding of animals is accommodated for medical reasons.

Club, private means building and facilities owned or operated by a corporation, association, person or persons for social, educational or recreational purpose, but not primarily for profit or to render a service which is customarily carried on as a business.

Commercial means a use or other activity, involving the sale or offering, of goods or services for any and all kinds of vocations, occupations, professions, trades, enterprises, establishments, and all other kinds of activities and matters, together with all devices, machines, private, for profit or not, whether salaried or unsalaried, either directly or indirectly, on any premises in this city, or anywhere else within its jurisdiction.

Commercial property means a building, site, or portion of a structure where commercial use activities occur.

Commercial recreation use means a use of the property for a commercial purpose for a per use fee, where the use of the property by the customer is for a recreational use, such as a miniature golf course, a fishing pier or a commercial swimming pool.

Common lot line means a line dividing one lot or parcel from another.

Community residential home, as defined in F.S. § 419.001, means "a dwelling unit licensed to serve clients of the state department of children and family services, which provides a living environment for seven to 14 unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents." This term may include adult congregate living facilities (ACLFs), assisted living facilities (ALFs), and other comparable care and rehabilitative facilities meeting the statutory definition. This category is restricted to persons who do not require special provisions for emergency evacuation.

Comprehensive plan means the comprehensive plan as defined by F.S. ch. 163 "Community Planning Act" as adopted by the city and which may consist of several maps, data and other descriptive matter, for the physical development of the city or any portion thereof, including any amendments, extensions or additions thereto, indicating the general location for major streets, parks, public utilities, land use or other similar information.

Concurrency means that the necessary public facilities and services to maintain the adopted level of service standards are available when the impacts of development occur.

Concurrency management system means the procedures and/or process that the city will utilize to assure that development orders and permits are not issued unless the necessary facilities and services are available concurrent with the impacts of development.

Condo-hotel means a hotel or motel comprised of units that are owned by an individual, corporation, or any other legal entity having mandatory membership into an association comprised of all owners within the same development, and is a building or buildings, collectively, "facility", containing individual guest rooms, units or efficiencies for which daily, weekly or monthly lodging is provided as transient accommodations.

Condominium means a form of ownership as defined by state statutes.

Contiguous means the same as abutting.

County means Pinellas County, Florida.

Coverage. (See "lot coverage.")

Density means the number of dwelling units and hotel or motel units permitted on a particular lot or parcel of property. In determining the number of units permitted on a lot or parcel of land, any fraction of a unit in excess of eight-tenths shall be considered to be a whole unit.

Developer means any party seeking to alter the pre-existing conditions on a lot or parcel of land through such activities as the grading, excavation, dredging, filling, paving, construction of new buildings or accessory structures, expansion of existing buildings or accessory structures, total or partial demolition of existing buildings or accessory structures, connection to public utilities, and other activities commonly associated with the improvement of real property.

Development means any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land altering or land disturbing activities. For example development includes:

(1) Construction, clearing, filling, excavating, grading, paving dredging, mining, drilling or otherwise significantly disturbing the soil of a site.

(2) Building, installing, enlarging, replacing or substantially restoring a structure, impervious surface, or water management system, and including the long-term storage of materials.

(3) Subdividing land into two or more parcels.

(4) A tree removal for which authorization is required under this Code.

(5) Erection of a sign for which authorization is required under this Code.

(6) Alteration of a historic property for which authorization is required under this Code.

(7) Changing the use of a site so that the need for parking is increased.

(8) Construction, elimination or alteration of a driveway onto a public street.

Development order means any order granting, denying or granting with conditions an application for a development permit.

Development permit means any one of the following:

(1) Building permit;

(2) Site plan;

(3) Final plat;

(4) Special exception;

(5) Variance;

(6) Development orders for developments of regional impact as defined in F.S. § 380.06; and

(7) Any other official action of the city having the effect of permitting the development of land.

Development rights means the number of dwelling units or the amount of commercial square footage which may be constructed on a particular parcel or lot as specified in the zoning regulations.

Director means the city manager of the city and/or those to whom he has charged the enforcement or interpretation of the land development regulations or selected provisions thereof.

District means any certain described area to which these regulations apply and within which the zoning regulations are uniform.

Dwelling, multiple-family means a building designed for and/or containing three or more dwelling units.

Dwelling, residential means a single-family, two-family (duplex), or multiple-family dwelling which is not a tourist dwelling.

Dwelling, single-family means a building designed for and/or containing only one dwelling unit.

Dwelling, tourist means a single-family, two-family or multifamily dwelling which is used as a tourist dwelling. A residential dwelling shall be considered a tourist dwelling according to the following criteria:

(1) If the single-family, two-family or multifamily dwelling is subject to or operates under any arrangement plan or design whereby the use of the dwelling or unit in the dwelling has been segmented over time so that owners, lessees or holders (regardless of the form of ownership or the form in which the right to use is expressed) of such unit has a recurring exclusive right to use either that dwelling or unit or another unit in the same dwelling according to a predetermined fixed schedule and only if the schedule would permit in any one year a change or turnover of occupancy six or more times, it shall be considered a tourist dwelling.

(2) If the single-family, two-family or multifamily dwelling operates under or is subject to an arrangement plan or design whereby sleeping accommodations

and sanitary facilities in the dwelling or in a unit in the dwelling are offered to the public or reserved to private parties, or are advertised as being available, and the use thereof by members of the public or private parties is primarily on a daily, weekly, monthly or seasonal basis, it shall be considered a tourist dwelling. Provided that when the dwelling or unit in the dwelling is the legal domicile, and/or the sole permanent residence of the occupant, occupants, and/or guest(s), a rebuttable presumption arises that the dwelling or unit in the dwelling is not being used as a tourist dwelling. Provided further that if the turnover in occupancy of such dwelling or unit in the dwelling does not change more frequently than six times or more in any continuous 12-month period, then a rebuttable presumption shall arise that the dwelling or unit in the dwelling is not being used as a tourist dwelling. In determining whether a property is used as a tourist dwelling, such determination shall be made without regard to the form of ownership of the dwelling or unit in the dwelling, or whether the occupant, or occupants, has or have a direct or indirect ownership interest in the dwelling or unit; and without regard to whether the right of occupancy arises from a rental agreement other agreement, or the payment of consideration.

(3) In addition to the above, if a single-family dwelling located in the RU-75 zoning district is operated or used in such a way that it has a turnover in occupancy of more than two times in any one year, it shall create a rebuttable presumption that such single-family dwelling is a tourist dwelling.

Dwelling, two-family (duplex) means a building designed for and/or containing two dwelling units.

Dwelling unit (d.u.) means a single unit consisting of not less than 500 square feet of living area providing complete, independent living facilities for one family, including permanent provisions for living, sleeping, eating, cooking and sanitation, but not including recreation vehicles, tents, hotels, motels or boardinghouses.

Easement means a grant of a right to use land for specified purposes. It is an interest in land granted for limited use.

Educational facilities means a location used for instruction in any branch of knowledge, and including the following: elementary, middle, and high schools, whether public or private; colleges, community colleges and universities; vocational and professional schools giving instruction in vocational, professional, technical, industrial, musical, dancing, dramatic, artistic, linguistic, scientific, religious or other special subjects.

Effluent means the emission of pollutants from any source.

Engineer means a person professionally licensed by the state to practice engineering.

Essential services means public utility facilities above ground which are related to the water, sanitary sewer, storm drainage, solid waste, telephone, cable television, gas

and electrical collection or distribution systems that service the city but not including buildings housing employees; or administrative or recreational facilities.

Excavations means removal of 100 cubic yards or more of earth material for purposes other than that incidental to and on the site of authorized construction.

Exhibit hall means an indoor facility for the display of items, art, or materials to the public. This facility may also serve as a place of assembly for lectures or instruction.

FAA means the Federal Aviation Administration.

Fair market value means the value of property or structures, as used in the definition of substantial improvement, as determined by the county property appraiser, or M.A.I. or S.R.A. appraisal, either before the improvement was started, or if the structure has been damaged and is being restored, before the damage occurred.

Family means one or more persons permanently occupying a dwelling unit and living together as a single, nonprofit household unit (excluding section 68-493 pertaining to home occupations). Family does not include any society, club, fraternity, sorority, association, or like organization. This definition does not include any group of individuals whose association is temporary or seasonal or similar to a tourist dwelling, resort, boardinghouse, motel or hotel. This definition shall be construed to include those individuals protected as a family unit by the Fair Housing Act or other applicable laws that do not result in a fundamental alteration of the city's local zoning regulations.

FCC means the Federal Communications Commission.

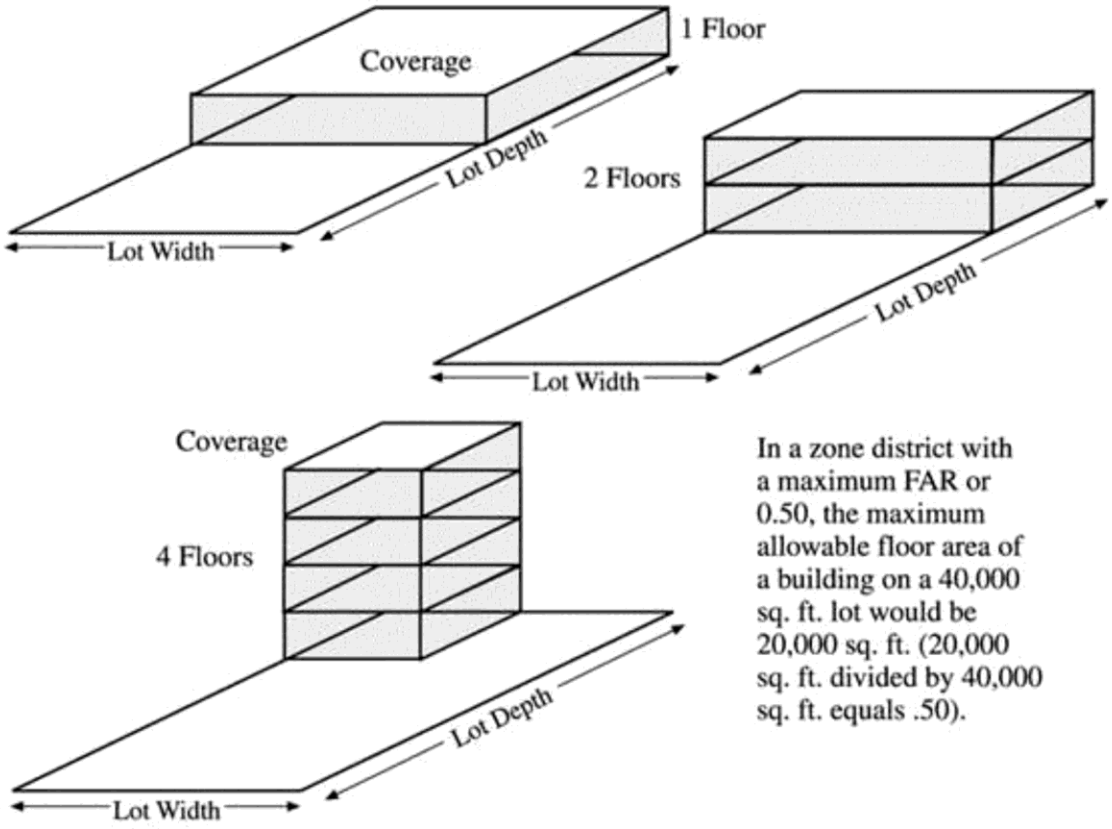
Fence means any construction of wood, metal, plastic, chain link or other industry standard fence materials, erected for the purpose of privacy, protection or ornamentation.

Fence, open means a fence with horizontal or vertical openings not less than 3.5-inches and such that a 4-inch-diameter sphere cannot pass through any opening, between intermediate pickets not greater than 1-1/2-inch cross sections. Any solid perimeter supporting rails shall not exceed 6-inches.

Final development order means a development permit as defined.

Floor area (gross/total) means the sum of the square footage of the floor area of a structure above the base flood elevation plus the square footage of floor area below the base flood elevation that is enclosed measured from the exterior face of the exterior walls or from the centerline of a wall separating two buildings, but not including interior parking spaces or loading space for motor vehicles.

Floor area ratio (FAR) means a measurement of the intensity of building development on a site. A floor area ratio is the relationship between the gross floor area on a site and the net land area. The FAR is calculated by adding together the gross floor areas of all buildings on the site and division by the net land area.

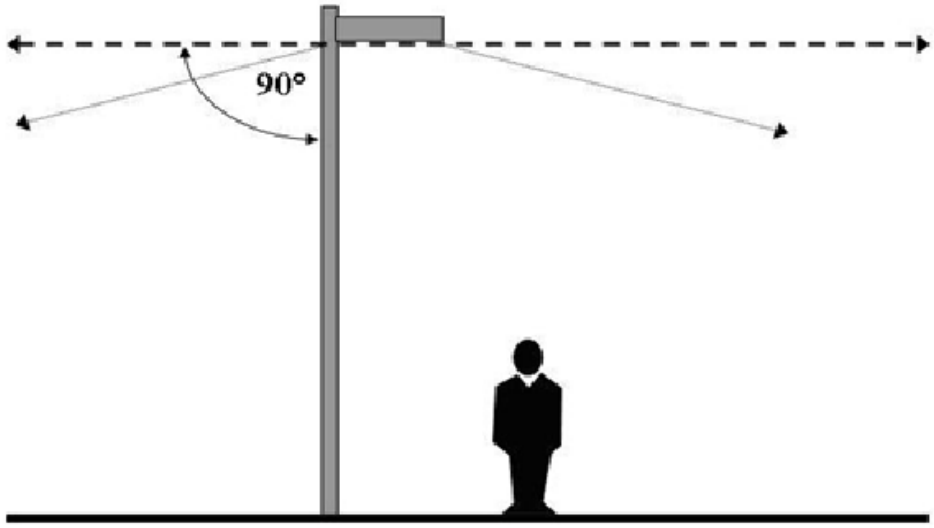


NOTE: Variations may occur if upper floors are stepped back from ground level lot coverage.

		Gross Building Area (All Floors)
Floor Area Ratio (FAR)	=	
		Lot Area

Floor, base means an enclosed or non-enclosed area beneath an elevated structure used for parking, storage or access.

Floor, lowest means the lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 202.]



Footcandle means a unit of measure of the intensity of light falling on a surface, equal to one lumen per square foot.

Full cutoff fixture means a type of light fixture with no light emitted above the horizontal no light dispersion or direct glare shines above a 90-degree, horizontal plane from the base of the fixtures.

Frontage means the length of the property line for a parcel which runs parallel to, and along, a road right-of-way or public or approved private street, exclusive of alleyways.

Governing body means the city commission of the city as legally constituted.

Grade, finished means the finished elevation of a site after all fill, land balancing or site preparations have been completed. The finished elevation shall be inclusive of all grasses, landscaping, decks, patios, slabs or other ground coverings.

Grade, natural means the grade unaffected by construction techniques such as filling, landscaping or berming.

Grandfather clause means a clause creating an exemption based on circumstances previously existing.

Gross usable area means that area which is considered to be the total floor area of a building, minus specified storage areas. The gross usable area shall include all service, kitchen, and outdoor areas used for the purposes of the business.

Group home, as licensed by the state department of children and family services, means a residential family living environment with supervision for six or less people. This is not considered a commercial use. Such a home is for persons who do not require special provisions for emergency evacuation. In addition, no such home may be located within 1,000 feet of another existing group home, with the said distance to be measured in a straight line from the nearest point of the property line of the existing home to the nearest point of the property line of the proposed home, except as provided by law

Guard means a required railing as defined by the Florida Building Code.

Hedge means a dense row of shrubs or bushes forming a boundary.

Height means, when referring to a tower, antenna or other structure, the distance measured from the finished grade of the parcel to the highest point on the tower or other structure, even if the highest point on the tower or structure is an antenna.

Height Adjustment Factor means the mathematical difference between the highest natural grade on a property and the resultant base floor.

Home occupation means the occupation of an individual and/or members of his immediate family conducted entirely in their dwelling when such dwelling is the principal use of the property and all the conditions of this Code, for home occupations, can be affirmatively evidenced and complied with.

Hotel or motel means a building or buildings, collectively, "facility," containing individual guest rooms, units or efficiencies for which daily, weekly or monthly lodging is provided as transient accommodations.

Hotel or motel unit means a room or group of rooms within a hotel or motel, as defined, with individual sleeping facilities having one entrance door.

Impervious surface means a surface that has been compacted or covered with a layer of material so that it is highly resistant to or prevents infiltration by stormwater. It includes surfaces such as compacted limerock, or clay, as well as conventionally surfaced streets, roofs, sidewalks, parking lots and other similar surfaces, *and all other artificial or non-natural surfaces.*

Impervious surface ratio (ISR) means a measure of the intensity of hard surfaced development on a site. An impervious surface ratio is the relationship between the total impervious surface area on a site and the net land area. The ISR is calculated by dividing the square footage of the area of all impervious surfaces on the site by the square footage of the net land area.

Indoor entertainment facility means a location which provides for activities within the confines of a building. Such uses shall include but not be limited to arcade games, miniature golf, movie theater, music, playground equipment, bowling, archery, skating, batting cages, etc. This may also be a location for an exercise facility, martial arts, theater arts, and dance instruction. These facilities generally provide an accessory snack or beverage bar for their patrons.

Junk means inoperative, dilapidated, abandoned or wrecked materials, including but not limited to automobiles, trucks, tractors, wagons, boats and other kinds of vehicles and parts thereof, scrap materials, scrap building material, scrap contractors' equipment, tanks, casks, cans, barrels, boxes, drums, piping, bottles, glass, old iron, machinery and the like.

Junkyard means a place where junk, waste, discarded or salvaged materials are bought, sold, exchanged, stored, baled, packed, disassembled or handled, including automobile wrecking yards where vehicles are dismantled or wrecked and the used

parts are stored and/or sold, house wrecking, and structural steel materials and equipment but not including the purchase or storage of used furniture and household equipment, used cars in operable condition, used or salvaged materials as a part of manufacturing operations.

Kennel means an establishment where domestic animals are bred, boarded or sold.

Land Use means the development that has occurred on the land, the development that is proposed on the land, or the use that is permitted or permissible on the land, under an adopted comprehensive plan or element or portion thereof and land development regulations.

Landfill (earth, soil and hard materials) means addition of 100 yards or more of earth, topsoil, sand, gravel, rock, concrete products or bricks to any lot or parcel other than that incidental to and on the site of authorized construction.

Landscape architect means a person licensed by the state to practice landscape architecture.

Landscape area or green space means an area or areas including beautification strips, consisting of those materials, such as, but not limited to hedges, trees, planted ground cover, sodded and grassed areas and planted floral installations, all of which must be composed of natural plantings only, as distinguished from artificially manufactured planting reproductions.

Liner building means a shallow storefront at ground level, but may extend to the second story and above, used to block the appearance of vehicles in a parking garage along the principal streets.

Live-work unit means a building in which offices, studios, or other commercial uses are located on the first floor and a residential dwelling unit is located above the first floor.

Living level means the number of floors in a building above the base flood elevation.

Loading space (berth) means a space which provides for the loading or unloading of service vehicles and has a minimum size of 12 feet in width, 30 feet in length and 14 feet in height.

Lot means a parcel of land occupied or intended for occupancy by a use permitted in these regulations, including all structures, required yards, parking spaces, and open space and having frontage upon a public or private street right-of-way or easement for ingress and egress purposes. (See "parcel.")

Lot area means the horizontal plane area within the lot lines expressed in these regulations in square feet or acres exclusive of public or private dedications.

Lot, corner means a lot abutting upon two or more streets at their intersection or at a street corner having an interior angle not greater than 135 degrees. All boundaries abutting streets shall be considered front yards, all other boundaries shall be considered side yards. (See Attachment One).

Lot coverage means the area of the lot expressed as a percentage of the total lot area covered by the ground floor of all principal and accessory uses and structures, including all areas covered by the roof of such uses and structures measured along the exterior faces of the walls or along the foundation wall line or between the exterior faces of supporting columns or from the centerline of walls separating two buildings or a combination of the foregoing whichever produces the greatest total ground coverage for such uses and structures.

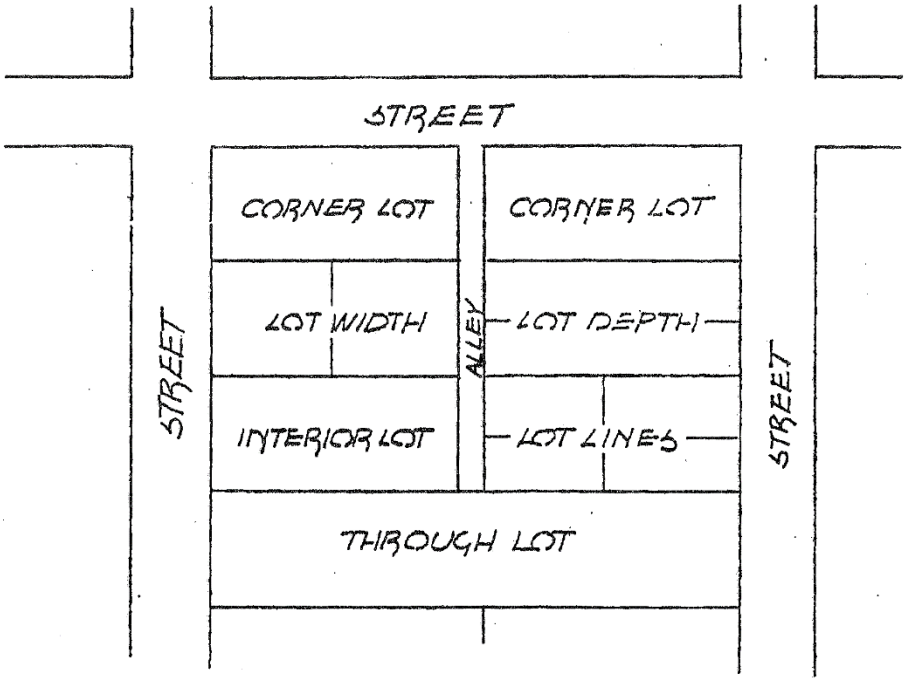
Lot depth means the horizontal distance between the front and rear lot lines measured in the mean direction of the side lines of the lot from the midpoint of the front lot line to the midpoint of the opposite mean rear line of the lot.

Lot, interior means a lot other than a corner lot with frontage on one street only. (See Attachment One).

Lot line means the line bounding a lot as herein defined as established by ownership except that where a lot line lies within a private street or waterway the edge of the private street right-of-way or waterway shall be considered to be the lot line for the purposes of calculating density, lot, yard and bulk requirements.

Lot, through (double frontage) means an interior lot which has street frontages at opposite boundaries of the lot excluding alleys. (See Attachment One).

Attachment One



Lot width means the horizontal distance between the side lot lines measured along the front building setback line of the lot as determined by the prescribed front yard requirements of the zoning district.

Lumen means the unit of measure used to quantify the amount of light produced by a lamp or emitted from a luminaire (as distinct from "watt," a measure of power consumption).

Luminaire means the complete lighting unit (fixture), consisting of a lamp, or lamps and ballast(s) (when applicable), together with the parts designed to distribute the light (reflector, lens, diffuser), to position and protect the lamps, and to connect the lamps to the power supply.

Marina, boat yard means a site or commercial establishment which provides minor repair, maintenance or sale of boats, marine engines, marine equipment and marine services of all kinds; including but not limited to rental of covered or uncovered boat slips, dock space, enclosed dry storage space, marine railways or lifting or launching services.

Mean high water means the average height of the high waters over a 19-year period; or for shorter periods of observations, the average height of the high waters after corrections are applied to eliminate known variations and to reduce the result to the equivalent of a mean 19-year value as defined in state statutes.

Mean high waterline means the intersection of the tidal plane of mean high water with the shore as defined in state statutes.

Medical marijuana treatment center means an entity defined in Article X, Section 29 of the Florida Constitution, that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their caregivers and is registered by the Florida Department of Health.

Medical marijuana treatment center dispensing facilities means a facility that is established or operated by a medical marijuana treatment center where medical marijuana or any product derived therefrom is dispensed at retail.

Mixed use means a combination of uses on a single property.

Mixed-use building means a building that contains two or more of the following major use types: residential dwelling units, tourist dwelling units, office, or retail establishments.

Mixed-use development means a building, site, or structure whose use will be for two or more of the following major use types: residential dwelling units, tourist dwelling units, office, or retail establishments.

Motel. (See "hotel or motel.")

Net usable area means the area accessible to the public, excluding rest rooms, hallways, kitchens, areas behind bars, but including customer waiting areas, exterior patios and decks that are used for customer service.

Noise means a subjective description to an undesirable or unwanted sound. (See "sound.")

Nonresidential use or property means a building, site, or structure which use does not provide for single-family, two family (duplex), or multifamily dwellings.

Nonconforming lot means a single lot, tract or parcel of land shown on either a recorded or unrecorded map, plat, drawing or survey, where such map, plat, drawing or survey was in existence at the time of the adoption of Ordinance 78-18, adopted on February 1, 1979, such lot failing to meet the requirements for area, width and/or depth for any permitted use within the zoning district in which it is located.

Nonconforming structure or use means a structure or land use legally existing at the time of the passage of this Code or amendment thereto, which does not conform to the provisions, requirements, and regulations of the zoning districts in which it is located.

Nursery school or kindergarten means any premises or portion thereof used for educational work or parental care of nonresident children of less than the age required for enrollment in the public school system whether or not for compensation as licensed by the state.

Nursing home or convalescent home means a home for the aged or infirm in which three or more persons not of the immediate family are received, kept or provided with food and shelter or care for compensation, but not including hospitals, clinics, or similar establishments devoted primarily to the diagnosis and treatment of the sick or injured as licensed by the state.

Occupants means the total number of persons that may occupy a building or portion thereof or other areas designated for occupancy or use at any one time. The term "other areas designated for occupancy or use" shall be deemed to include, but not be limited to, decks, patios, piers, wharves, or other improved areas of the site for use by the patrons.

Odor means an objectionable smell response in a human being.

Off-site means located outside the lot or parcel lines of the principal use.

Office means a building, room or space where clerical or administrative activities are performed or wherein specialized services such as the offices of a doctor, dentist, lawyer, engineer, architect, chiropractor, osteopath, insurance agent or real estate broker are provided.

Official land use map also known as the official future land use map means the official land use map of the city which depicts the future land use classifications of the comprehensive plan. Such map is herewith adopted by reference and shall not be changed except by order of the city commission as provided for herein.

Official zoning map means the map of all zoning districts, delineating the boundaries of the zoning districts, together with all matters and things shown on such maps, as they are updated and amended from time to time, collectively constitute the "official zoning map." The official zoning map is incorporated by reference and made a part of the land development regulations.

Open space means undeveloped land which is suitable for passive recreation, preservation, or conservation uses.

Outdoor dining means an unenclosed, open air area that contains tables, chairs and other similar facilities which is accessory to a licensed and operating restaurant, bakery, café, candy, confectionary and ice cream stores where food and beverage are served and consumed for pay. Outdoor dining shall not include the preparation of food or beverages, cooking, storage or placement of equipment of any kind, except the temporary placement of implements associated with the service of food. Outdoor dining does not include open air market, outdoor display, outdoor storage, mobile food vending vehicles or any use of property that does not provide a permanent structure for restrooms and kitchen facilities.

Outdoor display means the placement of merchandise, commodities, equipment, materials or articles outside of a building for the purposes of attracting customers and displaying examples of items that are for sale within a building. Display shall be limited to the placement of sample items for sale within the building.

Outdoor occupied space means an area that is not enclosed, but is designed and intended for use on an occasional or more frequent basis. Outdoor occupied space may include patios at restaurants, outdoor garden centers, decks for outdoor music, children's play areas, etc. if the space is intended for use in connection with the principal use.

Outdoor storage means the accumulation of merchandise, commodities, equipment, materials, containers, semi-trailers, inoperable vehicles, or articles outside of a building either used as stock in trade or related to the use of the site. This term does not include outdoor display.

Parcel means a tract of land which may be described by metes and bounds or plat. (See "lot.")

Parking area means any public or private land area designated and used for parking motor vehicles including parking lots, garages, private driveways, and legally designated areas of public streets.

Parking lot means an off-street, ground level area improved for the temporary storage of licensed operable motor vehicles. Does not include an area used exclusively for the display of motor vehicles for sale as part of an automobile dealership (all references to parking lot may be commercial, private, valet, and/or public in nature unless otherwise specified).

Parking lot, accessory means a parking lot that is located on the same lot as the permitted or special exception use and is subordinate to such use.

Parking lot, off-site means located outside the lot or parcel lines of the principal use.

Parking lot, shared means parking facilities that may be used jointly with parking facilities for other uses when operations are not normally conducted during the same hours, or when hours of peak use vary, or when excess parking is available; joint use of a parking lot or area for more than one principal use.

Parking lot or structure, commercial means a lot or parcel of land or portion thereof, which is not accessory to any other use of the same or any other lot or parcel, and contains parking space rented to the general public for a fee.

Parking lot or structure, private means a parking lot or structure for the exclusive use of the owners, tenants, lessees, or occupants of the lot or parcel on which the parking area is located or their customers, employees, or whomever else they permit to use the parking area.

Parking lot or structure, public means a parking lot or structure available to the public with or without payment of a fee.

Parking lot, temporary means a parking lot established for a fixed period of time. The use will terminate automatically upon expiration of the fixed time period unless permission to conduct the use is renewed.

Parking lot, valet means the parking of vehicles where a fee may or may not be charged by an attendant provided by the establishment for which the parking is provided.

Parking, off-street means a parking area improved for licensed motor vehicles, temporarily stored in connection with a use requiring same. It includes parking spaces, aisles, access drives, landscaped areas, and vehicular access to a public street.

Parking, on-street means the storage space for a licensed motor vehicle that is located within the street right-of-way.

Parking, remote means a parking lot or structure on a site other than the property it serves, usually at a substantial distance, and often connected by a shuttle bus, but located on Treasure Island.

Parking space means an area, enclosed or unenclosed, sufficient in size to store one motor vehicle and permitting the necessary ingress and egress of a motor vehicle.

Parking, special event means parking for a recurring or non-recurring special event activity.

Parking, stacked means the parking of cars in a parallel line, one in back of the other on private property.

Parking structure means a structure designed to accommodate vehicular parking spaces that are fully or partially enclosed or located on the deck surface of a building. This definition includes parking garages and parking decks.

Pedestrian friendly zone means an area on private property, at least four-foot wide, adjacent and parallel to the public right-of-way. The area is meant to expand the sidewalk for the public to utilize.

Permitted use means the specific purposes for which lands or buildings are maintained in accordance with the zoning district regulations of this Code.

Personal service store means an establishment which provides personal services directly to the consumer, such as barbershop, beauty shop and dry cleaning, but which does not have as its primary function the sale of retail goods.

Pervious area means any portion of lot or parcel not required, designated or encumbered by either principal or accessory uses, buildings and structures and other site uses. Pervious area shall be landscaped or retained in the natural state~~;~~. Other materials may count as partially pervious as outlined in Chapter 76.

Planning and zoning board means the advisory body to the city commission of the city as legally established and referenced in this Code.

Plat means a map depicting the division or subdivision of land into lots, blocks, parcels, tracts or portions thereof; however the same may be designated.

Plat of record means a plat which conforms to all the requirements of the applicable laws of the state and this Code and has been filed and recorded in the office of the clerk of the circuit court for the county.

Portable means able to be moved or carried about by two persons.

Preliminary development order is one of the following:

(1) Rezoning;

(2) Special exception;

(3) Preliminary plat approval.

Premises means any lot and/or all buildings and structures thereon.

Principal use or structure means a use or a structure in which is conducted the predominant or primary function or activity of the lot upon which it is located.

Private yacht club means a site of at least six acres or more which contains at least 20 boat slips contiguous thereto, owned by its members, which members pay dues assessed on no less than an annual basis, the use of which is restricted predominantly to the members and owners, and the use of which is primarily devoted to the promotion of private yachting and boating activities, tennis and other outdoor sports and social activities related thereto.

Professional planner means a person who is a full member of the American Institute of Certified Planners and may be registered by the state as a professional planner.

Professional services means business, including but not limited to, providing the following: medical, veterinary, and other health care services; legal services; consulting, engineering and architectural services; and accounting, auditing, and bookkeeping services in an office setting.

Property line. (See "lot line.")

Property owners' association means a nonprofit organization recognized as such under the laws of the state operated under recorded land agreements through which each owner of a portion of a subdivision, be it a lot, home, property or any other interest, is automatically subject to a charge for a prorated share of expenses either direct or indirect for maintaining common properties within the subdivision, such as roads, parks, recreational areas, common areas or other similar properties. Within the text of this Code, a property owners' association is considered a single entity for property ownership.

Public boardwalk means a public walkway constructed on public lands, which include right-of-ways, easements, and properties owned by the city. The public walkway may extend up to the entire length of the property and may extend over water up to seven (7) feet from the centerline of the seawall. A public boardwalk provides public access for purpose of public recreation and gathering.

Public facilities and services means those covered by the city comprehensive plan required by F.S. § 163.3177, and for which level of service standards must be adopted. These are:

(1) Roads;

(2) Sanitary sewer;

(3) Solid waste;

(4) Drainage;

(5) Potable water;

(6) Parks and recreation.

Public notice means the legal advertisement given of an action or proposed action of the city commission as set forth in these regulations or applicable statute of the state.

Public, semi-public uses means those primary and secondary uses listed under the P (Preservation), R/OS (Recreation/Open Space), I (Institutional), and T/U (Transportation/Utility) zoning districts.

Rear lines means those lines adjoining lots or alleys in the rear.

Recreation area or space (private) means an accessory use consisting of one or more areas, enclosed with a structure and/or open, devoted to the active and/or passive recreational enjoyment of one or more persons residing within the principal use to which it is accessory. When developed and/or equipped for various recreational pursuits, the areas shall not be allowed for any other required site uses except open and/or rear building setback areas.

Religious institution use means a site, premise, or location that is used principally, primarily, or exclusively for the purposes of religious exercise as protected by the Religious Land Use and Institutionalized Persons Act.

Residential structure means a structure whose use will be for a single-family home, two-family (duplex), three-family dwelling units, or multifamily dwellings inclusive of apartment house, a townhouse, a condominium, or any type of dwelling unit.

Residential use or property means a building, site, or structure whose use will be for a single-family, two-family (duplex), three-family dwelling or multifamily dwellings.

Restaurant means an establishment where food is ordered from a menu, prepared and served for pay, for consumption on the premises but not a drive-in restaurant.

Restaurant, drive-in means any food or beverage dispensing operation at retail to the general public where the public is served while remaining in automobiles or other motor vehicles.

Retail establishment means any facility where the primary use is the sale of goods or merchandise to the general public. Limited processing or assembly may be permitted as accessory to the selling activity.

Retaining wall means a vertical or near-vertical structure built out of rock, block, wood or other similar material and used to either directly support retained material or to serve as a facing of a cut slope. The definition includes other systems designed to retain earth or other materials such as a geosynthetic-reinforced wall. A retaining wall

shall be constructed so that it does not drain onto adjacent private property. The finished grade of the retained material shall be no more than 6” below the top of structure.

Rezoning, an amendment to the zoning map which changes the zoning classification of a parcel or parcels of land.

Right-of-way means the area of a highway, road, street, way or parkway or other such strip of land reserved for public use, whether established by prescription, easement, dedication, gift, purchase, eminent domain or any other legal means.

Satellite antenna means any parabolic or spherical antenna which receives television or other signals from orbiting satellites or other devices. The height of a ground-mounted antenna shall be the maximum height to which it is capable of being raised and shall be measured from the highest point of the natural or finished grade of the roof adjacent to the structure. A satellite antenna shall be considered as an accessory structure when it is not part of a public utility. A web or mesh type antenna is an antenna primarily constructed of a web or mesh material so that it does not substantially impair visibility. A ground mounted or "short pole" installation denotes a pole of nine feet or less in height. A "long pole" installation denotes a pole of greater than nine feet in height which is braced to the side of a building for added rigidity.

Sediment means the mineral or organic particulate material that is in suspension or has settled in surface waters or groundwaters.

Service station. (See "automobile gas station and automobile service station.")

Setback Adjustment Factor means the mathematical difference between the highest natural grade on a property and the resultant base floor.

Shrub means a low growing perennial, woody or evergreen plant with persistent stems.

Side lines means those lines between lots facing the same street or alley.

Special care facility means an institution such as a hospital, nursing home, or similar type of facility established for the care of non-ambulatory patients or clients who require special provisions for emergency evacuation. Community residential homes providing care for non-ambulatory clients requiring special provisions for emergency evacuation are specifically included in this definition for regulatory purposes.

Special event means an approved activity that can be either recurring or non-recurring. Such event is usually for a short duration of time and is usually an entertainment, education, cultural, or neighborhood event including, but not limited to, activities such as organized neighborhood yard sales, neighborhood block parties, wedding receptions on the beach, spaghetti dinners, special beach events, beach clean-ups, outdoor concerts and movies, outdoor morning markets, bazaars, parades, and carnivals. Such events extend beyond the normal uses and standards allowed by the land development regulations of the city.

Special exception means a use that would not be appropriate generally or without restriction throughout the zoning district, but which, if controlled as to number, area, location, and relation to the neighborhood, would promote the public health, safety, welfare, order, comfort, convenience, appearance or prosperity and is permissible. Such uses may be in accordance with the procedures as set forth in this Code.

State means the State of Florida and all its duly appointed agencies.

Statement of zoning compliance means a statement issued by the city manager or designated representative of the city setting forth that the permitted construction has been completed in compliance with the approved plans and specifications and conforms with all provisions of the land development regulations.

Store, convenience means a small retail establishment which sells a general line of goods and products intended for the convenience of surrounding residents and whose gross floor area does not exceed 3,000 square feet.

Store, retail means an establishment which sells goods or products directly to the public for compensation.

Stormwater any stormwater runoff, and surface runoff and drainage.

Stormwater management system, stormwater management, or *stormwater system* has the same meaning within this article and means all facilities, manmade structures, all natural watercourses used for collecting, treating, storing and conducting stormwater to, through and from drainage areas to, and including points of final outlet. A stormwater management system may include but is not limited to any or all of the following: inlets, conduits, valves, creeks, lakes, channels, catch basins, ditches, streams, drainage wells, gulches, gullies, flumes, culverts, siphons, retention or detention basins, dams, flood walls, levies, spillways, pumping stations, and appurtenant features to all of the foregoing.

Street means any thoroughfare, street, avenue, boulevard, highway, parkway or space which may or may not be dedicated or deeded to the public for use and which affords the principal means of access to abutting property for the purposes of vehicular travel.

Street, arterial (major) means streets and highways serving major metropolitan activity centers, the highest traffic volume corridors, the longest trip desires, and a high proportion of total urban area travel on a minimum of mileage. Service to abutting land should be subordinate to the provision of travel service to major traffic movements. This system carries the major portion of trips entering and leaving an urban area, as well as the majority of through movements desiring to bypass the central city, and normally will carry important intra-urban as well as intercity bus routes.

Street, arterial (minor) means streets and highways interconnecting with and augmenting the urban principal arterial system and providing service to trips of moderate length at a somewhat lower level of travel mobility. The system places more

emphasis on land access and distributes travel to geographic areas smaller than those identified with the higher system. It includes all arterials not classified as major.

Street, collector means streets penetrating neighborhoods, collecting traffic from local streets in the neighborhoods, and channeling it onto the arterial system. A minor amount of through traffic may be carried on collector streets, but the system primarily provides land access service and carries local traffic movements within residential neighborhoods, commercial and industrial areas. It may also serve local bus routes.

Street, expressway means a street which is to be used only for the movement of vehicles providing for no vehicular or pedestrian access to abutting property except at permitted, authorized and controlled points. The acquisition of right-of-way for expressways includes the acquisition of access rights thereto.

Street, limited access means a highway or freeway which does not permit access except at authorized and controlled points. The acquisition of right-of-way for such highways or freeways usually includes the acquisition of access rights thereto. Access may also be limited through methods other than acquisition of access rights.

Street, local means streets not classified in a higher system, primarily providing direct access to abutting land and access to the higher systems. They offer the lowest level of mobility and usually carry no bus routes. Service to through traffic is deliberately discouraged.

Street, marginal access means a street which is parallel and adjacent to an expressway, arterial or limited access street or in the immediate vicinity of such streets and which has as its principal purpose of relieving such street from local service of abutting property by providing protection from conflicts with through traffic. A marginal access street may also be called a frontage street.

Street, private means any street existing prior to or at the time of adoption of this Code which has not been dedicated for public use and not accepted for ownership or maintenance by the appropriate public agency. After adoption of the ordinance from which this chapter was derived, private streets shall be limited to property under single ownership or a property owners' association.

Street, public means any street designed to serve more than one property owner which is dedicated to the public use and accepted for ownership and maintenance by the appropriate public agency; includes any street right-of-way dedicated to the public prior to or at the time of adoption of the ordinance from which this chapter was derived. Streets controlled by a property owners' association may be retained as private streets by the association as long as the association accepts the obligation for complete control and maintenance. A street designed to serve more than one property owners' association must be public.

Street wall means the part of a building that faces the street, but it generally refers to how and where several buildings line up to define a proper walking environment. At the most basic level, buildings should be set back an equal distance so that facades are even for as far as a pedestrian can see. A street wall helps to promote walking over automobile use by fostering a feeling of safety. Because the upper floors of urban

buildings define an enclosed visual space for the pedestrian, they expand the view down the street.

Structural alteration means any change, except the repair or replacement, in the supporting members of a building such as bearing walls, columns, beams or girders; or the rearrangement of interior partitions and/or space affecting more than 20 percent of the total floor area of the building.

Structure means that which is built or constructed. A lawfully permitted mailbox, as provided for in subsection 68-458(e), shall not be deemed to be a structure.

Subdivision means the division of real property into two or more lots, parcels, tracts, tiers, blocks, sites, units or any other division of land, or if the establishment of new streets and alleys is involved, any division of such parcel. The term includes resubdivisions and, when appropriate to the text, relates to the process of subdividing or to the lands or area subdivided; however, the following shall be exempt:

(1) The public acquisition of strips of land for the widening of existing streets;

(2) The combination or recombination of portions of previously platted lots where no new parcels or residual parcels smaller than any of the original lots are created;

(3) The division of land into parcels greater than one and one-fourth acres where no new streets or easements of access are planned;

(4) The transference of part of one lot or tract to an adjacent lot or tract provided the transference does not reduce any lot or tract to an area or width less than the minimum specified in this chapter.

Submerged land means the land area situated below the mean high water line of a standing body of water, including ocean, estuary, lake, pond, river or stream. For the purpose of this definition retention areas that are a function of development and wetlands shall not be considered submerged land.

Survey, certified means a survey, sketch, plan, map or other exhibit containing a written statement regarding its accuracy or conformity to specified standards certified and signed by the registered surveyor under whose supervision the survey was prepared.

Surveyor means a person licensed by the state to practice land surveying.

Temporary means a time period of not more than 90 days.

~~*Terrain Modification Height Adjustment Factor* means the mathematical difference between the highest natural grade on a property and the resultant base floor when incorporating the requirements of the City of Treasure Island Terrain Modification Manual located in appendix B.~~

~~*Terrain Modification Setback Adjustment Factor* means the mathematical difference between the highest natural grade on a property and the resultant base floor when~~

~~incorporating the requirements of the City of Treasure Island Terrain Modification Manual located in appendix B.~~

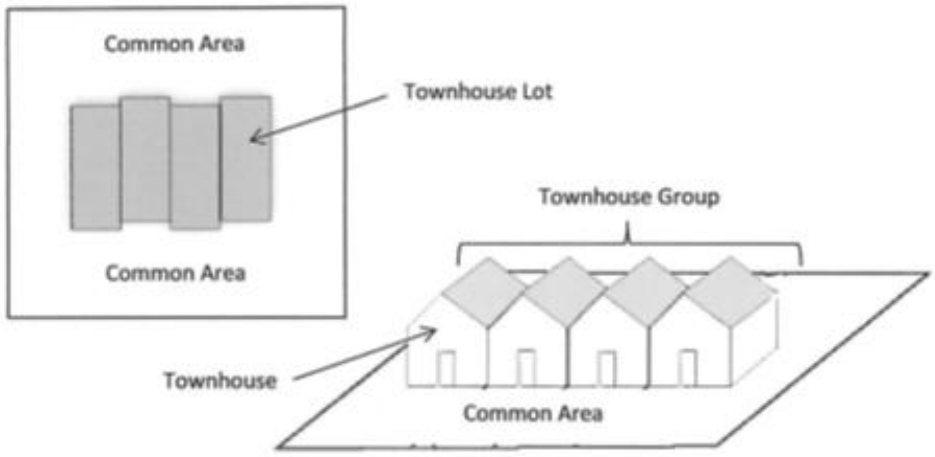
~~*Terrain Modification Manual* means the manual currently adopted into the city's Code located in appendix B.~~

Tower means any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guyed towers or monopole towers. The term includes radio and television transmission/relay towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures and the like. The term includes the structure and any support thereto.

Townhouse or *townhouse unit* means an attached, privately owned single-family dwelling unit which is a part of and adjacent to other similarly owned single-family dwelling units that are connected to but separated from one another by no more than two party walls having no doors, windows, or other provisions for human passage or visibility. A townhouse or townhouse unit may only be developed with one dwelling unit.

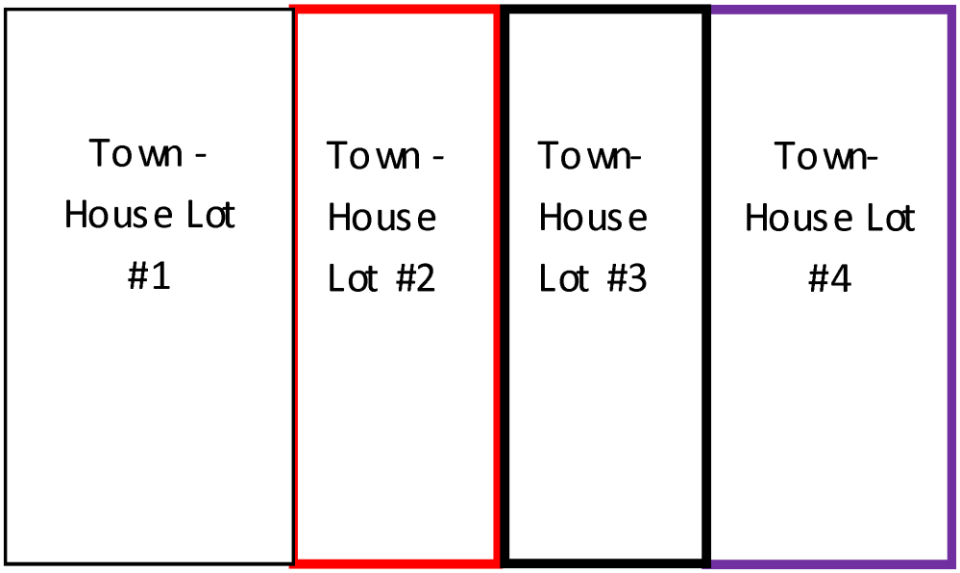
Townhouse development means a site for the design and development of townhouse group(s) that allow for individual ownership of a townhouse or townhouse unit.

Example #1: Townhouse Development with Common Areas



Example #2: Townhouse Development without Common Area.

The individual townhouse lots encompass all of the land in the townhouse development. Typically, there are easements recorded with the townhouse lots to ensure utility services and ingress/egress access is provided to each townhouse lot.



Townhouse group means a cluster or grouping of townhouse units containing no less than three and no more than ten townhouse dwelling units contiguous to one another. A townhouse group or groups are located in a townhouse development. The townhouse group consists of the attached townhouse units in one structure.

Townhouse lot means a recorded and deeded lot upon which a townhouse or townhouse unit is developed. Only one townhouse unit may be constructed on a townhouse lot.

Use, accessory. (See "accessory use.")

Use, principal. (See "principal use.")

Vehicle means a conveyance for persons or materials, as may be licensed by the state.

Wall means when used in the context of the fence, wall, retaining wall and hedge regulations a wall that is masonry with a stucco finish or has a finish of natural materials, such as brick or stone, or has a finish which is accepted for use in the industry.

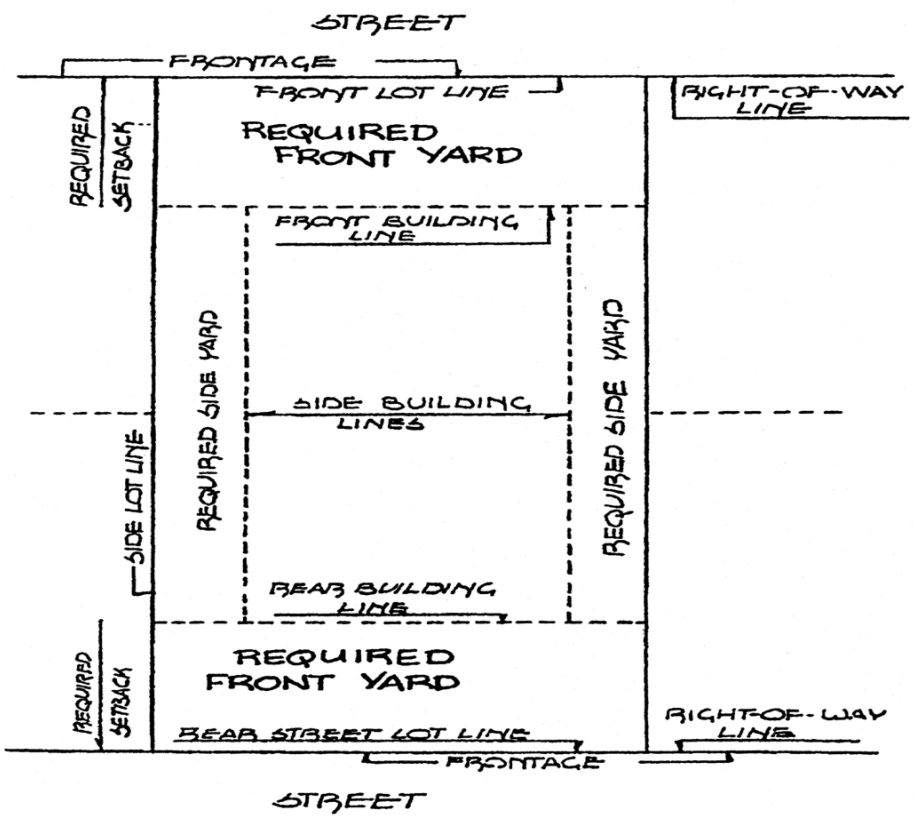
Yard means that open area of a lot or parcel which is provided as a setback and is unoccupied by any structure.

Yard, required front means a yard extending across the full width of the lot or parcel measured along the frontage from the building setback line. (See Attachment Two.)

Yard, required rear means a yard extending across the full side line width of the lot or parcel and measured between the rear line of the lot or parcel and the building setback line. (See Attachment Two).

Yard, required side means a yard extending along and parallel to the side line and building setback line and located between the required front, rear or waterfront yards. (See Attachment Two).

Attachment Two



Yard, waterfront means a yard or any portion thereof on lots abutting a waterfront and extending across the full width of the lot or any portion thereof or parcel and measured from the mean high water line, property line or seawall, whichever is closer and the building setback line.

Zoning means the division of land within a jurisdiction into separate districts within which uses are permitted, prohibited or permitted as a special exception. Brief definitions of the different types of uses and structures as relates to zoning are explained in the article VI. Zoning establishes site regulations, such as building heights, density, floor area ratio, setbacks, building coverage, impervious surface ratio, etc.

Zoning districts are established to promote compatible patterns of land use within the city limits. Zoning districts also establish site development regulations and performance standards appropriate to the purposes and the uses allowed in each district. Distinct zoning districts exist for residential, resort, commercial, recreation/open space, etc. uses.

SECTION 3. That Section 68-34, Pre-development review committee, of Chapter 68, Zoning Regulations, of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 68-34. Pre-development review committee.

The intent of this section is to create a pre-development review committee in order to expedite permitting and plan approvals by reviewing site and building plans prior to permit application submittal and may serve as the required pre-application meeting, required in this Code. The pre-development review committee is a staff administrative and technical committee which reviews policy and technical issues raised by development and redevelopment projects within the city. The pre-development review committee's review is not an approval or denial and will not serve as a recommendation for approval or denial of the application. Digital plans shall be submitted no later than close of business one week before the scheduled DRC meeting and those plans must include:

(1) Construction plans with scale showing site dimensions, structure location, setbacks, parking areas, interior floor plans with overall dimensions; and building elevations with heights, shown from base flood elevation inclusive of the ~~Terrain~~ Height ~~Modification~~ Adjustment Factor. Plans may be unsigned and unsealed; and

(2) Site plan or survey showing existing structures.

The city manager or designee may waive any of these submittal requirements.

SECTION 4. That Section 68-431, Schedule of lot and bulk regulations, of Chapter 68, Zoning Regulations, of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 68-431. Schedule of lot and bulk regulations.

The restrictions and controls intended to regulate the property development characteristics of each zoning district are set forth in the following schedule of lot and bulk regulations supplemented by other sections of this chapter:

Zoning District/Land Use	Minimum Lot Width (Feet)	Minimum Lot Depth (Feet)	Minimum Lot Area (Square Feet)	Maximum Density Dwelling Units (Per Acre)	Maximum Building Height (Above BFE +2 feet of freeboard + ~~Terrain~~ Height Modification Adjustment Factor)	Floor Area Ratio (%)
RU-75/Residential Urban						
Dwelling, Residential						

Single-family	65	100	7,500	7.5	35	—
Maximum lot coverage in all districts: 50%						
Impervious surface ratio—RU-75: 70%						
RM-15/Residential Medium						
Dwelling, Residential						
Single-family	40	90	4,500	9	35	—
Two-family	50	90	6,000	11	35	—
Multiple-family	70	90	9,000	15 (2 living levels max.)	35	—
Group Homes (licensed) (Excl. ACLF's)	70	90	9,000	15 (2 living levels max.)	35	—
Maximum lot coverage in all districts: 50%						
Impervious surface ratio—RM-15: 70%						
RFM-30/Resort Facilities Medium						
Dwelling, Residential and Dwelling, Tourist						
Single-family	40	90	4,500	9	35	—
Two-family	50	90	6,000	11	35	—
Multiple-family	70	90	9,000	15 (5 living levels max.)	60	—
Hotel/Motel	70	90	9,000	30 (5 living levels max.)	60	65
Public Administration Facilities	90	90	10,000	—	45	65
Commercial Use	70	90	9,000	—	45	65
Maximum lot coverage in all districts: 50%						
Impervious surface ratio—RFM-30:		Multifamily residential: 70% Nonresidential uses: 85%				
RFH-50/Resort Facilities High						

Dwelling, Residential and Dwelling, Tourist						
Single-family	40	90	4,500	9	35	—
Two-family	50	90	6,000	11	35	—
Multiple-family	70	90	9,000	15 (5 living levels max.)	60	—
Hotel/Motel	70	90	9,000	50 (5 living levels max.)	60	120
Public Administration Facilities	90	90	10,000	—	45	120
Commercial Use	70	90	9,000	—	45	120
Maximum lot coverage in all districts: 50%						
Impervious surface ratio—RFH-50:		Multifamily residential: 70% Nonresidential uses: 95%				
CG/Commercial General						
Commercial Use						
Retail/Pers. Service	70	90	9,000	—	45	55
All Others	70	90	9,000	—	45	55
Hotel/Motel	70	90	9,000	22 (5 living levels max.)	60	55
Public Administration Facilities	90	90	10,000	—	45	55
Private Club	90	90	10,000	—	35	55
Auto Service Station	90	90	9,000	—	35	55
Maximum lot coverage in all districts: 50%						
Impervious surface ratio—CG: Retail/Pers. Service: 90%, All others: 75%						
R/OS/Recreation/Open Space	—	—	—	—	—	25
Maximum lot coverage in all districts: 50%						
Impervious surface ratio—R/O: 60%						
P/Preservation	—	—	—	—	—	10

Maximum lot coverage in all districts: 50%						
Impervious surface ratio—P: 20%						
I/Institutional	90	90	10,000	—	40	55
Maximum lot coverage in all districts: 50%						
Impervious surface ratio—I: 85%						
T/U/Transportation/Utility	90	90	10,000	—	40	55
Maximum lot coverage in all districts: 50%						
Impervious surface ratio—T/U: 85%						
PR-MU Core/Planned Redevelopment-Mixed Use-Core						
Residential dwellings (only permitted as part of a mixed use development project)				24 (5 living levels max.)	Maximum 60 ft.	
Tourist lodging units				22 (5 living levels max.)	Maximum 60 ft.	100
Commercial use					Minimum 26 ft. and shall be 2 stories	100
Impervious surface ratio—PR-MU-Core: 90%						
PR-MU Gulf Blvd/Planned Redevelopment-Mixed Use-Gulf Blvd.						
Residential dwellings (only permitted as part of a mixed use development project)				15 (5 living levels max.)	Maximum 60 ft.	
Tourist Lodging Units				22 (5 living levels max.)	Maximum 60 ft.	55
Commercial use					Minimum 26 ft. and shall be 2 stories	55

Impervious surface ratio— PR-MU Gulf Blvd.: 90%	

SECTION 5. That Section 68-541, Setback Classification, of Chapter 68, Zoning Regulations, of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 68-541. Setback classifications.

No building shall be erected, converted, enlarged, reconstructed or structurally altered, unless it shall comply with the following setback classifications.

~~Terrain Modification~~ Setback Adjustment Factor: A setback encroachment is allowed for stairs not more than 8-feet wide. This is calculated using the mathematical difference between the highest natural grade on a property and the resultant base floor ~~when incorporating the requirements of the City of Treasure Island Terrain Modification Manual located in appendix B~~. This setback encroachment equals the ~~Terrain Modification~~ Height Adjustment Factor divided by 0.63.

(1) Class A:

Lots less than 3,001 square feet:

Street: 10 feet

Side: 5 feet

Rear: 5 feet

Lots 3,001 or more square feet:

Street: 10 feet

Side: 7½ feet

Rear: 10 feet

(2) Class B:

Street: 20 feet

Side: None

Rear: None

(3) Class C:

Street: 25 feet

Side: None

Rear: None

(4) Class D:

Street: 15 feet

Side: 7½ feet

Rear: 10 feet

Waterfront: 20 feet

(5) Class E:

Street: 15 feet

Side: 7½ feet

Rear: 10 feet

Waterfront: 25 feet

(6) Class F:

Street: 10 feet

Side: 5 feet

Rear: 5 feet

(7) Class G:

Street: 20 feet

Side: 10 feet

Rear: 25 feet

SUNSET BEACH

West Gulf Boulevard from 77th Avenue to north side of Lot 4, Sunset Beach Sub. Unit No. 4 (between 81st Avenue and 82nd Avenue):

West side: B

West Gulf Boulevard from south side of Lot 3, Sunset Beach Sub. Unit No. 4 (between 81st Avenue and 82nd Avenue) to north side of O'Connell's Replat (West Gulf Boulevard near south end of Harrell Avenue):

West side: A, except street side, 20 feet

West Gulf Boulevard from 77th Avenue to 87th Avenue:

East side: A, except street side, 20 feet

West Gulf Boulevard from south side of Lot 9, Block 12, Sawyer and Harrell's Addition to Boca Ciega Pass, (Weckesser Park) to Gulf Boulevard:

West side: C

West Gulf Boulevard from 87th Avenue to 90th Avenue:

East side:

Street: 20 feet

Side: None

West Gulf Boulevard from 90th Avenue to Gulf Boulevard:

East side:

Street: 25 feet

Side: None

Rear: Lot 3, Block 9 South side, 5 feet

Bay Plaza: A, except waterfront, 20 feet from seawall

Bayshore Drive from 77th Avenue to West Gulf Boulevard: A, except street, 20 feet; waterfront 20 feet from seawall

Blind Pass Drive: A, except waterfront, 20 feet from seawall

East Bay Drive: A, except waterfront, 20 feet from seawall

Harrell Avenue from 87th Avenue to 90th Avenue:

East side:

Street: 10 feet

Side: 7½ feet

West side:

Street: 10 feet

Side: None

Harrell Avenue from 90th Avenue to Gulf Boulevard:

East side:

Street: 15 feet

Side: 7½ feet

West side:

Street: 15 feet

Side: None

77th Avenue: A

78th Avenue: A

79th Avenue: A

79th Terrace: A

80th Avenue: A

80th Terrace: A

81st Avenue: A

82nd Avenue: A

83rd Avenue: A

84th Avenue: A

85th Avenue: A, except waterfront, 20 feet

86th Avenue: A

86th Terrace: A

87th Avenue: A

88th Avenue: A and Herron's Sub. No. 4, waterfront, 20 feet

89th Avenue: A and Herron's Sub. No. 4, waterfront, 20 feet

90th Avenue: A and Herron's Sub. No. 5, waterfront, 20 feet

91st Avenue: A and Herron's Sub. No. 2, waterfront, 20 feet

92nd Avenue: A and T. W. Harrell's Sub., waterfront, 20 feet

93rd Avenue: A and Reuer Sub., waterfront, 20 feet

94th Avenue: A and Addie B. Harrell Sub., waterfront, 20 feet

95th Avenue: A and Herron's Sub. No. 1, waterfront, 20 feet

BLIND PASS BRIDGE TO JOHN'S PASS BRIDGE

Gulf Boulevard—Blind Pass Bridge to West Gulf Boulevard or First Street East:

Street: 25 feet

Side: None

Rear: 10 feet

Gulf Boulevard from West Gulf Boulevard or First Street East to 99th Avenue:

West side: C

East side:

Street: 25 feet

Side: None

Waterfront: 20 feet from seawall

Gulf Boulevard from 99th Avenue to section line between 103rd and 104th Avenues:

West side:

Street: 25 feet

Side: 7½ feet

East side:

Street: 25 feet

Side: 5 feet

Waterfront: 20 feet from seawall

Gulf Boulevard from section line between 103rd and 104th Avenues to south line St. Petersburg's Public Beach:

West side:

Street: 20 feet

Side: 7½ feet

Gulf Boulevard from section line between 103rd and 104th Avenues to 106th Avenue (except Cargill Replat Lots 1 & 2 - aka 10359 Gulf Blvd.):

East side:

Street: 20 feet

Side: None

Gulf Boulevard, City of Treasure Island, Block 14, Lot 7 to 112th Avenue - aka 11165 Gulf Blvd.

East side:

Street: 20 feet

Side: 7½ feet

Rear: 25 feet

Gulf Boulevard from north side of St. Petersburg's Public Beach to 119th Avenue:

West side:

Street: 25 feet

Side: 7½ feet

Gulf Boulevard from 112th Avenue to 119th Avenue:

East side:

Street: 25 feet

Side: 7½ feet

Waterfront: 20 feet

Rear: 5 feet

Gulf Boulevard from 119th Avenue to 127th Avenue:

East and west sides:

Street: 25 feet

Side: 5 feet

Rear: 5 feet

Gulf Boulevard from 127th Avenue to John's Pass:

West side:

Street: 25 feet

Side: 5 feet

Rear: 5 feet

Waterfront: 25 feet

97th Avenue:

Street: 10 feet

Side: None

Rear: None

98th Avenue:

Street: 10 feet

Side: 7½ feet

Rear: 10 feet

99th Avenue:

Street: 10 feet

Lot south of east end of 99th-Waterfront: 20 feet

100th Avenue:

Street: 10 feet

101st Avenue:

Street: 10 feet

102nd Avenue:

Street: 10 feet

103rd Avenue:

Street: 10 feet

104th Avenue: (except Cargill Replat, Lots 3 & 4 - aka 111 104th Avenue)

Street: 15 feet, except Block 11

Street: 10 feet in Block 11

Side: 10 feet in Block 1, Lots 5 through 24

Side: None in Blocks 11, 2, 4, Block 1, Lots 1, 3 and 4

Waterfront: 25 feet

Rear: None in Block 11

107th Avenue (Treasure Island Causeway):

North side:

Street: 15 feet in Block 9

Side: 10 feet in Block 9

Waterfront: 25 feet in Block 9

108th Avenue:

North side: (except City of Treasure Island, Block 8, Lot 1 - aka 10801 Gulf Blvd.)

Street: 15 feet

Side: 10 feet

Waterfront: 25 feet

112th Avenue:

Street: 20 feet

116th Avenue from Gulf Boulevard to Capri Isle Bridge: D

117th Avenue from Gulf Boulevard to Capri Isle Bridge: D

118th Avenue:

Street: 15 feet

Side: 7½ feet

Rear: 10 feet

119th Avenue:

South side:

Street: 10 feet

Side: 7½ feet

Rear: 10 feet

North side: F

120th Avenue: F

121st Avenue: F

122nd Avenue: F

123rd Avenue: F

124th Avenue: F

125th Avenue: F

126th Avenue: F

127th Avenue:

Gulf Boulevard to Gulf: F

Gulf Boulevard to Bay:

South side: F

North side:

Street: 10 feet

Side: None

Rear: 5 feet

Harrell Avenue - Gulf Boulevard to north end:

Street: 15 feet

Side: 7½ feet

Rear: 10 feet

Waterfront: 20 feet

1st Street East from Gulf Boulevard to cul-de-sac:

West side:

Street: 15 feet

Side: None

East side:

Street: 15 feet

Side: 7½ feet

Rear: 10 feet

Waterfront: 20 feet

1st Street East from 106th Avenue to 108th Avenue:

Street: 15 feet

Side: None

1st Street East from 116th Avenue to 119th Avenue: D

1st Street West:

West side:

Street: 15 feet

Side: 5 feet

Rear: 15 feet

East side:

Street: 15 feet

Side: 5 feet

Rear: 5 feet

Kingfish Drive:

West side:

Street: 10 feet

Side: None

Rear: 5 feet

Waterfront: 25 feet

East side:

Street: 10 feet

Side: None

Rear: 5 feet

Waterfront: 25 feet

Lagoon Lane:

East side:

Street: 15 feet

Side: 5 feet

Waterfront: 20 feet

West side:

Street: 10 feet

Sunshine Lane:

Street: 10 feet

Side: 5 feet

Rear: 5 feet

Waterfront: 25 feet

PARADISE ISLAND

Paradise Boulevard:

West side (from Treasure Lane to Yacht Club Drive):

Street: 40 feet

Side: 10 feet

Rear: 20 feet

Waterfront: 30 feet

East side (from Treasure Island Causeway to corner of Plaza Seville Court):

Street: 40 feet

Treasure Lane:

Street: 40 feet

Side: 10 feet

Waterfront: 30 feet

Paradise Lane:

Street: 15 feet

Side: 10 feet

Waterfront: 30 feet

Treasure Island Causeway - east of Paradise Boulevard

South side:

Street: 40 feet

Side: 10 feet

Waterfront: 30 feet

Dolphin Drive:

Bay side:

Street: 40 feet

Side: 10 feet

Waterfront: 30 feet

Inside lots:

Street: 20 feet

Side: 10 feet

Rear: 15 feet

Tarpon Drive:

Bay side:

Street: 40 feet

Side: 10 feet

Waterfront: 30 feet

Blocks 2, 3, 4, and 5:

Street: 30 feet

Side: 10 feet

Rear: 20 feet

(All corner lots on Tarpon Drive and Yacht Club Drive shall have the same setbacks as their adjoining inside lots with the exception that the side facing such drives shall set back 25 feet from such drives.)

Yacht Club Drive:

Same as Tarpon Drive

2nd Street East (Paradise Island):

Street: 30 feet

Side: 10 feet

Rear: 20 feet

3rd Street East (Paradise Island):

Same as 2nd Street East

4th Street East (Paradise Island):

Same as 2nd Street East

Marina Terrace (Paradise Island, 3rd addition):

Lots 1—9 and 16—23:

Street: 30 feet

Side: 10 feet

Waterfront: 30 feet

Except Lots 10—15, inclusive:

Street: 15 feet

Side: 10 feet

Waterfront: 30 feet

South Yacht Club Drive (Paradise Island 4th addition):

Lots 1—6, 10—16, and 19—21:

Street: 20 feet

Side: 10 feet

Waterfront: 20 feet

Lots 7—9, 17 and 18:

Street: 15 feet

Side: 10 feet

Waterfront: 20 feet

Lots 22—33:

Street: 20 feet

Side: 10 feet

Rear: 20 feet

Island Drive (Paradise Island 5th Addition-east side of Paradise Boulevard from corner of Plaza Seville Court to corner of Marina Terrace):

Lots 1, 2, 3, 27 and 28:

Street: 25 feet

Side: 10 feet

Waterfront: 30 feet

Lots 6—13 and 18—24:

Street: 30 feet

Side: 10 feet

Waterfront: 30 feet

Lots 14—17:

Street: 25 feet

Side: 10 feet

Waterfront: 30 feet

On lots 14—17 only, if otherwise acceptable plan is submitted, rear corners (street side) may extend 7½ feet to side party line.

Lots 4, 5, 25, 26, 29, 30:

Street: 25 feet

Side: 10 feet

Waterfront: 10 feet

Paradise Island 6th Addition (east side of Paradise Boulevard from corner of Marina Terrace south to, and including Bellevue Drive):

Lots 1—9 and Lots 15—32:

Street: 30 feet

Side: 7½ feet

Waterfront: 25 feet

Lots 10—14:

Street: 20 feet

Side: 7½ feet

Waterfront: 25 feet

ISLE OF PALMS

110th Avenue (Isle of Palms):

South side:

Street: 20 feet

Side: 7½ feet

Waterfront: 20 feet

North side:

Street: 20 feet

Side: 7½ feet

Rear: 10 feet

112th Avenue A:

Street: 15 feet

Side: 7½ feet

Rear: 10 feet

112th Avenue B:

Street: 15 feet

Side: 7½ feet

Rear: 10 feet

115th Avenue (Isle of Palms) between 1st Street E. and 3rd Street E:

North side:

Street: 20 feet

Side: 7½ feet

Waterfront: 20 feet

South side:

Street: 15 feet

Side: 7½ feet

Rear: 10 feet

115th Avenue (Isle of Palms) from 3rd Street East to 9th Street East: G

1st Street East (Isle of Palms):

West side:

Street: 20 feet

Side: 7½ feet

Rear: 20 feet

East side:

Street: 15 feet

Side: 7½ feet

Rear: 10 feet

2nd Street East (Isle of Palms):

Street: 15 feet

Side: 7½ feet

Rear: 10 feet

3rd Street East (Isle of Palms):

West side:

Street: 15 feet

Side: 7½ feet

Rear: 10 feet

East side:

Street: 20 feet

Side: 7½ feet

Waterfront: 20 feet

4th Street East (Isle of Palms): G

5th Street East (Isle of Palms): G

6th Street East (Isle of Palms): G

7th Street East (Isle of Palms): G

8th Street East (Isle of Palms): G

9th Street East (Isle of Palms): G

ISLE OF CAPRI

116 Avenue from Isle of Capri Bridge to 3rd Street East: E

125th Avenue (Isle of Capri): E

126th Avenue between 2nd Street East and 3rd Street East (Isle of Capri): E

Capri Boulevard: E

Capri Circle: E

Capri Circle South: E

Capri Circle North: E

Key Capri: E

2nd Street East (Isle of Capri): E

3rd Street East (Isle of Capri): E

4th Street East (Isle of Capri): E

5th Street East (Isle of Capri): E

6th Street East (Isle of Capri): E

7th Street East (Isle of Capri): E

116th Avenue (Isle of Capri): E

119th Avenue (Isle of Capri): E

123rd Avenue (Isle of Capri): E

126th Avenue (Isle of Capri): E

SECTION 6. SEVERABILITY. It is the intention of the City Commission that each provision hereof be considered severable, and, if any section, subsection, sentence, or provision of this ordinance is held invalid, the remainder of the Ordinance shall not be affected.

SECTION 7. CONFLICT. All ordinance or portions of ordinances in conflict with or inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 8. CODIFICATION. Sections 2-5 of this Ordinance shall be codified in the Code of Ordinances for the City of Treasure Island, Florida. The codifier is authorized to renumber or reclassify such other provision of the Code of Ordinance to accomplish such intention. The codifier is also authorized to make editorial changes not affecting the substance of this Ordinance in the substitution of article, ordinance, section, paragraph, or such other appropriate word or phrase in order to accomplish such intention.

SECTION 9. EFFECTIVE DATE. This ordinance shall take effect immediately upon the adoption of the ordinance.

FIRST READING and PUBLIC HEARING on the ____ day of _____, 2026.

SECOND READING and PUBLIC HEARING on the ____ day of _____, 2026.

PUBLISHED in the Tampa Bay Times on the ____ day of _____, 2026.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the ____ day of _____, 2026 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST:

_____
Lisa Marie Kennedy, City Clerk

City of Treasure Island
Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE 2025-39

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 66 "FLOODPLAIN MANAGEMENT" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES BY REVISING SECTION 66-104.1, "PERMIT REQUIRED" TO REMOVE THE REFERENCE TO THE TERRAIN MODIFICATION MANUAL; REVISING SECTION 66-105.1, "INFORMATION FOR DEVELOPMENT IN FLOOD HAZARD AREAS", SECTION 66-302.1 "MINIMUM REQUIREMENT" AND SECTION 66-303.1 "MINIMUM REQUIREMENTS" TO REPLACE THE REFERENCE TO THE TERRAIN MODIFICATION MANUAL WITH THE CITY OF TREASURE ISLAND DRAINAGE MANUAL; REVISING SECTION 66.303-5, "LIMITATIONS ON PLACEMENT OF FILL", TO REVISE THE CITY'S REGULATION OF FILL; REVISING SECTION 66-307.4, "OTHER DEVELOPMENT IN COASTAL HIGH HAZARD AREAS (ZONE V) AND COASTAL A ZONES", TO REPLACE THE REFERENCE TO THE TERRAIN MODIFICATION MANUAL WITH THE CITY OF TREASURE ISLAND DRAINAGE MANUAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by section 166.041(4), Florida Statutes, for the proposed ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Development orders and development permits, as those terms are defined in section 163.3164, Florida Statutes, and development agreements, as authorized by the Florida Local Government Development Agreement Act under sections 163.3220-163.3243, Florida Statutes;
b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City;
c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s).

N/A

Question 3. If there is no applicable exception, proceed with completing the below Business Impact Estimate. This Business Impact Estimate may be revised following its initial posting. In accordance, the City hereby publishes the following information:

A. Summary of the proposed ordinance (must include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals and welfare of the City): The purpose of the proposed Ordinance is to revise Chapter 66 Floodplain Management to address the repeal the Terrain Modification Manual and provide for clear requirements for the use of fill.

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted; N/A

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and N/A

(3) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. N/A

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3): N/A

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance: The number of businesses likely to be impacted in unknown. However, it is anticipated that this Ordinance will assist businesses by streamlining the drainage requirements and improving the permitting process.

D. Additional information the governing body deems useful (if any): N/A

City of Treasure Island
Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE 2025-40

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 68 "ZONING REGULATIONS" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES BY AMENDING SECTION 68-2, "DEFINITIONS" TO REVISE THE DEFINITIONS OF BUILDING HEIGHT, TERRAIN MODIFICATION HEIGHT ADJUSTMENT FACTOR, TERRAIN MODIFICATION SETBACK ADJUSTMENT FACTOR, AND TO REMOVE THE DEFINITION OF TERRAIN MODIFICATION MANUAL; AMENDING SECTION 68-34, "PRE-DEVELOPMENT REVIEW COMMITTEE", SECTION 68-431, "SCHEDULE OF LOT AND BULK REGULATIONS" AND SECTION 68-541, "SETBACK CLASSIFICATION" TO REMOVE THE REFERENCE TO TERRAIN MODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by section 166.041(4), Florida Statutes, for the proposed ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Development orders and development permits, as those terms are defined in section 163.3164, Florida Statutes, and development agreements, as authorized by the Florida Local Government Development Agreement Act under sections 163.3220-163.3243, Florida Statutes;
b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City;
c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s).

N/A

Question 3. If there is no applicable exception, proceed with completing the below Business Impact Estimate. This Business Impact Estimate may be revised following its initial posting. In accordance, the City hereby publishes the following information:

A. Summary of the proposed ordinance (must include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals and welfare of the City): The purpose of the proposed Ordinance is to revise Chapter 68 Zoning to address the repeal of the Terrain Modification Manual.

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted; N/A

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and N/A

(3) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. N/A

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3): N/A

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance: The number of businesses likely to be impacted in unknown. However, it is anticipated that this Ordinance will assist businesses by streamlining the drainage requirements and improving the permitting process.

D. Additional information the governing body deems useful (if any): N/A

City of Treasure Island
Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE 2025-41

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 69 "MARINE STRUCTURES AND COMMERCIAL FISHING" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES BY REVISING SECTIONS 69-32, "DEFINITIONS", REMOVE THE REFERENCE TO THE TERRAIN MODIFICATION MANUAL; REVISING SECTION 69-51 "APPLICATION", SECTION 69-74 "SEAWALL AND LIVING SHORELINE CONSTRUCTION" AND 69-77 "SUPPLEMENTAL CRITERIA" TO REMOVE THE REFERENCE TO THE TERRAIN MODIFICATION MANUAL AND INCORPORATE THE CITY OF TREASURE ISLAND DRAINAGE MANUAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by section 166.041(4), Florida Statutes, for the proposed ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Development orders and development permits, as those terms are defined in section 163.3164, Florida Statutes, and development agreements, as authorized by the Florida Local Government Development Agreement Act under sections 163.3220-163.3243, Florida Statutes;
b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City;
c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s).

N/A

Question 3. If there is no applicable exception, proceed with completing the below Business Impact Estimate. This Business Impact Estimate may be revised following its initial posting. In accordance, the City hereby publishes the following information:

A. Summary of the proposed ordinance (must include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals and welfare of the City): The purpose of the proposed Ordinance is to revise Chapter 69 Marine Structures and Commercial Fishing to address the repeal of the Terrain Modification Manual.

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any: (1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted; N/A (2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and N/A (3) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. N/A

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3): N/A

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance: The number of businesses likely to be impacted in unknown. However, it is anticipated that this Ordinance will assist businesses by streamlining the drainage requirements and improving the permitting process.

D. Additional information the governing body deems useful (if any): N/A

City of Treasure Island
Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE 2025-42

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 76 "STORMWATER" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES BY AMENDING SECTION 76-36, "DOCUMENTS INCORPORATED BY REFERNCE" TO REPLACE THE TERRAIN MODIFICATION MANUAL WITH THE CITY OF TREASURE ISLAND DRAINAGE MANUAL, AMENDING SECTION 76-37, "REQUIRED INFORMATION", TO REVISE THE REQUIREMENTS FOR RESIDENTIAL AND COMMERCIAL DRAINAGE AND AMENDING SECTION 76-38, "DESIGN REQUIREMENTS, GENERAL" TO REMOVE THE REFERENCE TO THE TERRAIN MODIFICATION MANUAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by section 166.041(4), Florida Statutes, for the proposed ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Development orders and development permits, as those terms are defined in section 163.3164, Florida Statutes, and development agreements, as authorized by the Florida Local Government Development Agreement Act under sections 163.3220-163.3243, Florida Statutes;
b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City;
c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s).

N/A

Question 3. If there is no applicable exception, proceed with completing the below Business Impact Estimate. This Business Impact Estimate may be revised following its initial posting. In accordance, the City hereby publishes the following information:

A. Summary of the proposed ordinance (must include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals and welfare of the City): The purpose of the proposed Ordinance is to revise Chapter 76 Stormwater to address the repeal of the Terrain Modification Manual and to streamline the permitting process and provide for clear drainage requirements.

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any: (1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted; N/A (2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and N/A (3) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. N/A

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3): N/A

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance: The number of businesses likely to be impacted in unknown. However, it is anticipated that this Ordinance will assist businesses by streamlining the drainage requirements and improving the permitting process.

D. Additional information the governing body deems useful (if any): N/A

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Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jill Harrison who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE 2025-38 was published in said newspaper by print in the issues of 01/28/26 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **01/28/2026**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

JEAN M MITOTES
Notary Public - State of FLORIDA
Commission # HH 577686
My Commission Expires July 31, 2028

THE CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission of the City of Treasure Island, Florida shall hold second and final reading and public hearing on the following ordinance:

ORDINANCE 2025-38

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, REPEALING APPENDIX B "THE TERRAIN MODIFICATION MANUAL" IN ITS ENTIRETY AND REPLACING IT WITH THE CITY OF TREASURE ISLAND DRAINAGE MANUAL AS PART OF THE CITY'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This ordinance will be considered on second reading and public hearing on Tuesday, February 17, 2026, at 6:00 PM in the Treasure Island City Hall Commission Chambers, 10451 Gulf Blvd, Treasure Island, Florida, 33706. Interested parties may appear at this hearing and be heard with respect to the proposed ordinance. Copies of the ordinance are available for inspection in the Office of the City Clerk located at Treasure Island City Hall, 10451 Gulf Blvd, Treasure Island, Florida, 33706, between the hours of 8:00 AM and 4:30 PM Monday through Friday.

Any person desiring to file an appeal to the action taken will need a record of the proceedings and for such purpose may be required to ensure a verbatim transcript is made. Said transcript shall include the testimony and evidence upon which the appeal is based and shall be made by the appellant at his or her expense.

The City maintains a video recording of all public hearings. In the event that you wish to appeal a decision, the video may or may not adequately ensure a verbatim record of the proceedings. Therefore, you may wish to provide a court reporter at your expense.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Clerk, City of Treasure Island, 10451 Gulf Blvd, Treasure Island, Florida 33706, (727) 547-4575, at least 7 days before your scheduled appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

Lisa-Marie Kennedy, C **437** rk

74265

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

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Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

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Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

JEAN M MITOTES
Notary Public - State of FLORIDA
Commission # HH 577686
My Commission Expires July 31, 2028

THE CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission of the City of Treasure Island, Florida shall hold second and final reading and public hearing on the following ordinance:

ORDINANCE 2025-39

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 66 "FLOODPLAIN MANAGEMENT" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES BY REVISING SECTION 66-104.1, "PERMIT REQUIRED" TO REMOVE THE REFERENCE TO THE TERRAIN MODIFICATION MANUAL; REVISING SECTION 66-105.1, "INFORMATION FOR DEVELOPMENT IN FLOOD HAZARD AREAS", SECTION 66-302.1 "MINIMUM REQUIREMENT" AND SECTION 66-303.1 "MINIMUM REQUIREMENTS" TO REPLACE THE REFERENCE TO THE TERRAIN MODIFICATION MANUAL WITH THE CITY OF TREASURE ISLAND DRAINAGE MANUAL; REVISING SECTION 66.303-5, "LIMITATIONS ON PLACEMENT OF FILL", TO REVISE THE CITY'S REGULATION OF FILL; REVISING SECTION 66-307.4, "OTHER DEVELOPMENT IN COASTAL HIGH HAZARD AREAS (ZONE V) AND COASTAL A ZONES", TO REPLACE THE REFERENCE TO THE TERRAIN MODIFICATION MANUAL WITH THE CITY OF TREASURE ISLAND DRAINAGE MANUAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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439

Lisa-Marie Kennedy, City Clerk

74266

Tampa Bay Times

Published Daily

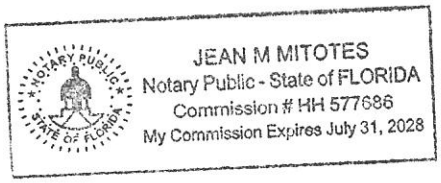
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Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

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Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____



THE CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission of the City of Treasure Island, Florida shall hold second and final reading and public hearing on the following ordinance:

ORDINANCE 2025-40

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 68 "ZONING REGULATIONS" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES BY AMENDING SECTION 68-2, "DEFINITIONS" TO REVISE THE DEFINITIONS OF BUILDING HEIGHT, TERRAIN MODIFICATION HEIGHT ADJUSTMENT FACTOR, TERRAIN MODIFICATION SETBACK ADJUSTMENT FACTOR, AND TO REMOVE THE DEFINITION OF TERRAIN MODIFICATION MANUAL; AMENDING SECTION 68-34, "PRE-DEVELOPMENT REVIEW COMMITTEE", SECTION 68-431, "SCHEDULE OF LOT AND BULK REGULATIONS" AND SECTION 68-541, "SETBACK CLASSIFICATION" TO REMOVE THE REFERENCE TO TERRAIN MODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This ordinance will be considered on second reading and public hearing on Tuesday, February 17, 2026, at 6:00 PM in the Treasure Island City Hall Commission Chambers, 10451 Gulf Blvd, Treasure Island, Florida, 33706. Interested parties may appear at this hearing and be heard with respect to the proposed ordinance. Copies of the ordinance are available for inspection in the Office of the City Clerk located at Treasure Island City Hall, 10451 Gulf Blvd, Treasure Island, Florida, 33706, between the hours of 8:00 AM and 4:30 PM Monday through Friday.

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Lisa-Marie Kennedy, City Clerk

1/28/2026 JH

74266-1

74267

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

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JEAN M MITOTES
Notary Public - State of FLORIDA
Commission # HH 577686
My Commission Expires July 31, 2028

THE CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission of the City of Treasure Island, Florida shall hold second and final reading and public hearing on the following ordinance:

ORDINANCE 2025-41

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 69 "MARINE STRUCTURES AND COMMERCIAL FISHING" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES BY REVISING SECTIONS 69-32, "DEFINITIONS", REMOVE THE REFERENCE TO THE TERRAIN MODIFICATION MANUAL; REVISING SECTION 69-51 "APPLICATION", SECTION 69-74 "SEAWALL AND LIVING SHORELINE CONSTRUCTION" AND 69-77 "SUPPLEMENTAL CRITERIA" TO REMOVE THE REFERENCE TO THE TERRAIN MODIFICATION MANUAL AND INCORPORATE THE CITY OF TREASURE ISLAND DRAINAGE MANUAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This ordinance will be considered on second reading and public hearing on Tuesday, February 17, 2026, at 6:00 PM in the Treasure Island City Hall Commission Chambers, 10451 Gulf Blvd, Treasure Island, Florida, 33706. Interested parties may appear at this hearing and be heard with respect to the proposed ordinance. Copies of the ordinance are available for inspection in the Office of the City Clerk located at Treasure Island City Hall, 10451 Gulf Blvd, Treasure Island, Florida, 33706, between the hours of 8:00 AM and 4:30 PM Monday through Friday.

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Lisa-Marie Kennedy, C[illegible]rk

1/28/2026

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Tampa Bay Times

Published Daily

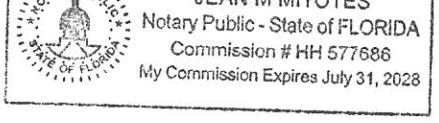
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Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

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THE CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission of the City of Treasure Island, Florida shall hold second and final reading and public hearing on the following ordinance:

ORDINANCE 2025-42

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 76 "STORMWATER" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES BY AMENDING SECTION 76-36, "DOCUMENTS INCORPORATED BY REFERNCE" TO REPLACE THE TERRAIN MODIFICATION MANUAL WITH THE CITY OF TREASURE ISLAND DRAINAGE MANUAL, AMENDING SECTION 76-37, "REQUIRED INFORMATION", TO REVISE THE REQUIREMENTS FOR RESIDENTIAL AND COMMERCIAL DRAINAGE AND AMENDING SECTION 76-38, "DESIGN REQUIREMENTS, GENERAL" TO REMOVE THE REFERENCE TO THE TERRAIN MODIFICATION MANUAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This ordinance will be considered on second reading and public hearing on Tuesday, February 17, 2026, at 6:00 PM in the Treasure Island City Hall Commission Chambers, 10451 Gulf Blvd, Treasure Island, Florida, 33706. Interested parties may appear at this hearing and be heard with respect to the proposed ordinance. Copies of the ordinance are available for inspection in the Office of the City Clerk located at Treasure Island City Hall, 10451 Gulf Blvd, Treasure Island, Florida, 33706, between the hours of 8:00 AM and 4:30 PM Monday through Friday.

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AGENDA ITEM NO. H.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 17, 2026
SUBMITTED BY:	Cathy Hayduke, Parks & Recreation
ITEM TYPE:	Ordinances
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	First Reading of Ordinance No. 2026-06 Amending the FY2026 Fee Schedule
BACKGROUND:	The City-Wide Fee Schedule is a list of fees as approved by the City Commission to disclose all fees and charges for City services in one cohesive document. It is approved annually during the budget process or when adjustments are proposed.
POLICY/PURPOSE:	To amend the City-Wide Fee Schedule for FY26, codifying necessary changes
STRATEGIC PLAN RELEVANCE:	This is a complement agenda item related to the adoption of the FY26 budget
ANALYSIS/DISCUSSION:	The City Commission has approved an increase to the 2026 Summer Camp Fees. Based on comparisons with other Pinellas County municipalities, staff recommends updated rates to achieve a breakeven model. ARTICLE III. PARKS AND RECREATION, 24. Children's Camp10-week camp rate will be amended to reflect those changes.
FUNDING:	N/A
MOTION:	I move to adopt Ordinance 2026-06 amending the City-wide Fee Schedule on February 17, 2026, at this first public hearing and to schedule it for a second and final reading at the March 17, 2026, regular Commission Meeting.

ATTACHMENTS:
Fee_Ordinance_2026-06.pdf

FY26 Fee Schedule Camp Red Lined.docx

ORDINANCE 2026-06

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE CITY-WIDE FEE SCHEDULE AND ADOPTING "APPENDIX A" AS THE CITY OF TREASURE ISLAND FEE SCHEDULE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is deemed appropriate and in the best interest of the public to provide for and revise from time to time certain fees for services and/or facility rentals charged by the various City departments; and

WHEREAS, the City Commission has determined that it is in the best interest of the City of Treasure Island and its citizens that user fees be identified, referenced, and clearly stated; and

WHEREAS, the City Commission wishes to amend the Code of Ordinances of the City of Treasure Island, Florida.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND DOES ORDAIN:

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as legislative findings by the City Commission of the City of Treasure Island, Florida for the adoption of this Ordinance.

SECTION 2. That the "Appendix A" a fee schedule as set forth herein be adopted for implementation by the various City of Treasure Island departments. The fees to be charged in order to recover direct costs associated therewith are set forth in the attached Appendix A, and the proceeds from such fees shall be credited to the fund providing such services. The fee schedule set forth in the Appendix A is hereby established, authorized, and adopted by the City Commission.

Any charge established in the Appendix A may be waived or reduced by the City Commission upon a finding that extraordinary conditions warrant such a waiver or reduction, so long as said waiver or reduction is not prohibited or restricted by applicable federal, state, or local law.

SECTION 3. SEVERABILITY. It is the intention of the City Commission that each provision hereof be considered severable, and, if any section, subsection, sentence, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

SECTION 4. CONFLICT. All ordinance or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 5. CODIFICATION. Section 2 of this ordinance shall be codified in the Code of Ordinances for the City of Treasure Island, Florida. The codifier is authorized to renumber or reclassify such other provision of the Code of Ordinance to accomplish such intention. The codifier is also authorized to make editorial changes not affecting the substance of this Ordinance in the substitution of article, ordinance, section, paragraph, or such other appropriate word or phrase in order to accomplish such intention.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect on December 1, 2025.

FIRST READING and PUBLIC HEARING on the 17 day of February , 2026.

SECOND READING and PUBLIC HEARING on the 17 day of March , 2026.

PUBLISHED in the Tampa Bay Times on the __ day of _____, 2026.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, FL, sitting on the _____ day of _____, 2026 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

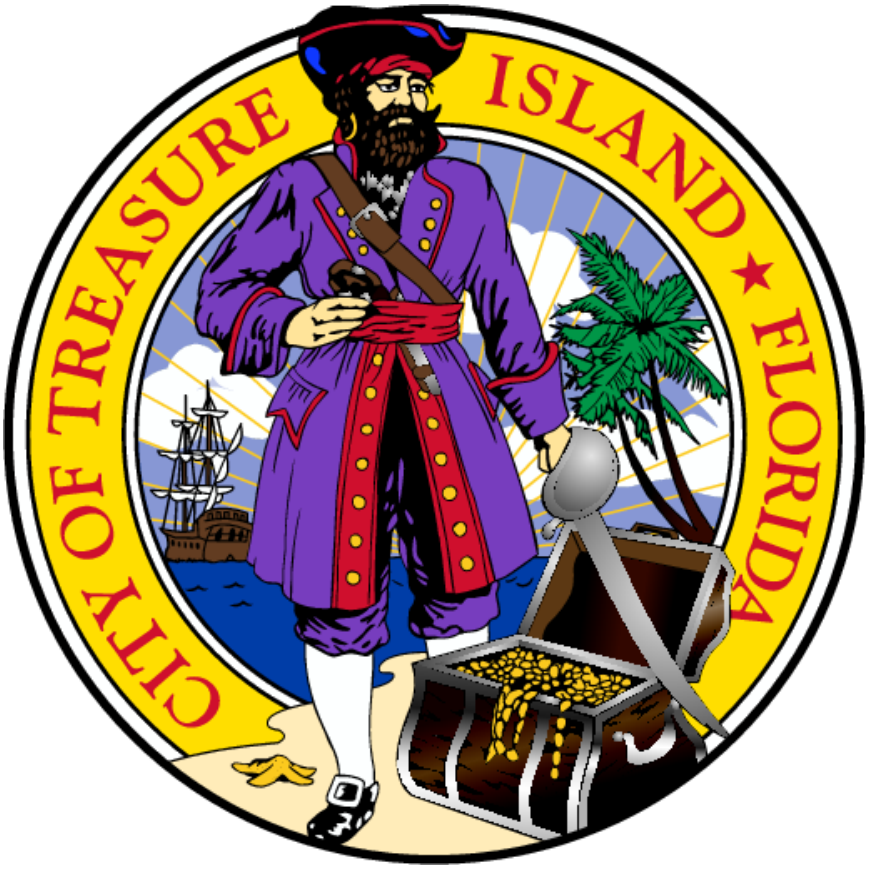
NAYS:

ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST:

_____
Lisa-Marie Kennedy, City Clerk



FY25 FEE SCHEDULE

Effective October 1, 2026 or as otherwise noted

LAST AMENDED:

Ord. 2024-23, September 17, 2024
Ord. 2023-18, September 18, 2023
Ord. 2022-13, September 19, 2022
Ord. 2022-02, February 1, 2022
Ord. 2021-19, September 20, 2021
Res 20-15, September 15, 2020
Res 20-05, May 19, 2020
Res 19-06, September 17, 2019
Res 18-65, September 18, 2018
Res 17-59, September 19, 2017
Res 16-90, September 20, 2016
Res 15-67, August 18, 2015

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Any charge established in this fee schedule (Appendix A) may be waived or reduced by the City Commission upon a finding that extraordinary conditions warrant such a waiver or reduction, so long as said waiver or reduction is not prohibited or restricted by applicable federal, state, or local law.

ARTICLE I. COMMUNITY Development

1. Building Permits (Chapter 8, Treasure Island Code of Ordinances [Code], 8-31 TI-Code)
    a. Base Fee – For issuing each permit: $53 [Florida Building Code (FBC) – Section 109 Fees]
    b. Total Valuation Fee – $1,000 or less – base fee only $53 (where only a final inspection is required – each additional inspection required shall be charged $53. If, in the opinion of the building official, the valuation for the scope of work: construction, addition, alteration, repair, remodel, and/or replacement appears to be understated or underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates or a copy of the contract to meet the approval of the building official. (FBC)– Section 109, Schedule of Permit]
    c. Total Valuation Fee – over $1,000 and less than $1,000,000 – Base fee of$53 plus $11 for each thousand or fraction thereof; $1,000,000 or over – Base fee of $$53 plus $8 for each thousand or fraction thereof. If, in the opinion of the building official, the valuation for the scope of work: construction, addition, alteration, repair, remodel, and/or replacement appears to be understated or underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates or a copy of the contract to meet the approval of the building official. [FBC– Section 109 Fees]
    d. State Surcharge pursuant to section 553.721, Florida Statutes – A surcharge assessed at the rate of 1 percent of the permit fees associated with the enforcement of the Florida Building Code. The minimum amount collected on any permit issued shall be $2. (Required by section 553.721, Florida Statutes)
    e. State Surcharge pursuant to section 468.631, Florida Statutes – A surcharge assessed at the rate of 1.5 percent of all permit fees associated with enforcement of the Florida Building Code. The minimum amount collected on any permit shall be $2. (Required by section 468.631, Florida Statutes).
    f. Fee for Re-inspection – The contractor shall pay a re-inspection fee of $53 for each inspection failure.
    g. Fee for revision to an Existing Permit or Partial Inspection Request:
        i. A revision to an existing permit shall be charged a $53 revision fee, plus any valuation fees (as provided in subsections b or c above) and State Surcharges.
        ii. A request for a partial inspection shall be charged $53 per partial inspection requested.

b. Fee for Extension of Time on a Permit

    i. Extension of a building permit which has not yet expired and fulfills the "permit intent" of FBC – Section 105.4.1 - $106

    ii. Extension of a building permit which has been expired – applicant must reapply for a new permit (FBC - Section 105.4.1.1)

c. Fee for a Same Day Inspection - $43 and this service is subject to the availability of an inspector to provide this service

d. Fee per Tent for Special Events, Permit Contractor Change, Contractor Trailer, Contractor Storage Trailer, Temporary Power Pole, Temporary Structures, and per Tree permitted to be removed – Fees for permits where no work valuation is pertinent shall be based upon an initial fee of $53 covering one inspection and a fee of $50 for each additional inspection required. The number of inspections required shall be at the discretion of the City Commission, City Manager, Community Development Director, Fire Department, or Building Official as the situation warrants.

    i. After a tree removal has been permitted, a donation may be made to the Green Utility account in lieu of re-planting tree(s) – Section 72-111(b) of the City of Treasure Island Land Development Regulations (TI-LDR). The fee in lieu shall be based on the cost of purchasing the requisite size and number of replacement trees.
    ii. Tree removal which is exempt under section 163.045, Florida Statutes - $0 (Sec. 72-111, TI-LDR)
    iii. Tree removal which is not exempt under section 163.045, Florida Statutes - $50 (Sec. 72-111, TI-LDR)
    iv. After the fact tree removal which is not exempt under section 163.045, Florida Statutes - $100 (Sec. 72-111, TI-LDR)

e. Moving Fee and Demolition Fee – for the demolition or the moving of any building or structure, the fee shall be $150

    i. Valuation of Moving or Demolition Work of $0 to $15,000 = $159

    ii. Valuation of Moving or Demolition Work greater than $15,000 = 1% of moving or demolition cost

f. Plan Review Fees – When a permit is required to be submitted, the respective plan review fees shall be paid to the City at the time of submitting the permit application, plans, and/or specifications for checking—this is a nonrefundable fee. The remaining balance(s) shall be paid upon permit issuance. Fees to be set as follows:

    i. Building plan review fee - equal to one-half of the total building permit fee
        1. Each subsequent review – projects below $10,000 in value – 10% of building permit fee
        2. Each subsequent review – projects $10,000 and above in value – 5% of building permit fee

ii. Floodplain plan review fee – equal to one-half of the total floodplain permit fee. (LDR Division 3 & Sec. 66-103.3).
iii. Zoning plan review fee – equal to one-half of the zoning permit fee. [Sec. 68-32, TI-LDR& Sec. 70-51, TI-LDR].
iv. Fire plan review fee – the respective costs at time of submittal as listed in Exhibit A for Fire and Rescue fee schedule. (National Fire Protection Association)
v. Civil or structural engineering review fee – equal to one-half of the total civil or structural permit fee
vi. Public works review fee – Equal to one half the public works permit fee

g. Refunds of permit fee only (not plan review or other Community Development Department fees)
    1. Work has not commenced, and the permit is less than six months old – Permit fee and state surcharges paid minus $75
    2. Work has commenced or the permit is over six months old – no refund.

h. After the Fact Permit - Where a permit is required by the Code of Ordinances and/or Land Development Regulations the work is started prior to obtaining the permit, the (permit fees) herein specified shall be:
    i. Two (2) times the permit fee, on the 1st occurrence by the property owner and/or contractor;
    ii. Three (3) times the permit fee, on the 2nd occurrence by the property owner and/or contractor;
    iii. Five (5) times the permit fee, each time thereafter by the property owner and/or contractor.
    iv. The payment of the five (5) times fee shall not relieve any persons from fully complying with the requirement of the Code of Ordinances and Land Development Regulations. [FBC – Section 109.4, Work commencing before permit issuance]

i. After Hours Building Inspections
    i. Building Inspections after 5:00 p.m. Monday through Friday and Saturdays - $149 per hour with a 2-hour minimum.
    ii. Building Inspections on US Federal Recognized and City Recognized Holidays and Sundays - $212 per hour with a 2-hour minimum.

j. New/Change of Address $30 plus $20 per additional address same property
k. Certificate of Occupancy or count of completion: $65

2. Zoning Permit Fee (Sec. 68-32, TI-LDR)
    a. New, or Addition - Single family and duplex: $35
    b. New or addition - Each subsequent resubmittal- Single family and duplex: $35

c. New or addition - 3 or more units or nonresidential: $65
d. New or addition - Each subsequent resubmittal - 3 or more units or non-residential: $55
e. Dock (Sec. 69-54, TI-LDR)
    i. Single Family and Duplex $25
    ii. 3 or more units or nonresidential $40
f. Driveway (Sec. 72-34, TI-LDR)
    i. Single Family and Duplex $20
    ii. 3 or more units or nonresidential $30
g. Garden Walls, Fences, and hedges (Sec. 68-458, TI-LDR)
    i. Single Family and Duplex $25
    ii. 3 or more units or nonresidential $35
h. Signs $45 (Sec. 73-35, TI-LDR)
i. General zoning review not covered above $25

3. Floodplain Permit Fee (Sec. 66-103.3; Chapter 66, TI-LDR)
    a. New, remodel or addition - Single family and duplex: $35
    b. New remodel or addition - Each subsequent resubmittal - Single family and duplex: $30
    c. New, remodel or addition - 3 or more units or non-residential: $65
    d. New, remodel or addition - Each subsequent resubmittal - 3 or more units or nonresidential: $55
    e. After the fact all types (no permit): $200
    f. After the fact all types (no permit), each subsequent review: $160

4. Civil or Structural Engineering Permit Fee (Sec. 70-51, TI-LDR)
    a. New or addition - 3 or more units or nonresidential: $140/hour
    b. New or addition, 3 or more units or nonresidential each subsequent resubmittal: $120/hour
    c. Raised seawall $200/hour
    d. Raised seawall, each subsequent review $200/hour
    e. Drainage plan $200/hour
    f. Drainage plan, each subsequent resubmittal $200/hour
    g. Site visit, if requested by applicant $200/hour
5. Public Works Plan Review for Permit (Sec. 70-51, TI-LDR)
    a. New or addition - 3 or more units or nonresidential: $60
6. Adult Use Permits – [Chapter 62 TI-LDR)]
    a. Adult use permit from the City Manager or designee - $250 [Section 62-4, TI-LDR]
    b. Appeal of certification of noncompliance to City Commission- -$350 [Section 62-4(c)(1), TI-LDR]
    c. Extension of preliminary adult use permit - $50 [Section 62-4(d)(1), TI-LDR]

d. Appealing the denial of extension of adult use permit to City Commission - $350 [Section 62-4(d)(1), TI-LDR]

e. Permanent adult use permit - $100 [Section 62 - 4(d)(1), TI-LDR]

f. Renewal of adult use permit - $100 annually [Section 62-4(d)(2), TI-LDR]

g. Appeal of City Manager's decision to revoke permanent adult use permit to City Commission - $350 [Section 62-4(d)(3), TI-LDR]

h. Variance - $350 for the 1st variance request and $100 for each additional request [Section 62-6, TI-LDR]

7. Planning and Zoning Board / Local Planning Agency Application Fees

   a. Appeal to an administrative decision $350 (Sec. 70-181, 70-241, TI-LDR)

   b. Variance request (Sec. 70-221, 70-241,72-6, TI-LDR)

      i. Variance request – base fee (one variance) - $350. Each additional variance requested - $100 residential (Sec. 70-221, TI-LDR)

      ii. Multifamily, Commercial, and Institutional - Base fee (one variance) $500 with each additional variance requested $100.

   c. Special exception request – $600 (Sec. 70-201, 70-241, TI-LDR)

   d. Site plan/application review (Sec. 70-71, 70-51, TI-LDR)

      i. Single family and duplex - $500

      ii. Single family and duplex, civil engineering review - $200/hour

      iii. Multifamily, Commercial, and Institutional - $1,000

      iv. Multifamily, Commercial, and Institutional; civil engineering review -$200/hour

      v. Minor Modification to Previously Approved Site Plan – One-half regular site plan review fee.

      vi. Minor modification to Previously Approved Site Plan, Civil Engineering review (if required) - $200/hour

   e. Subdivision (plat) review (Sec. 74-31, TI-LDR)

      i. Preliminary Plat - $700

      ii. Preliminary Plat, civil / survey engineering review - $200/hour

      iii. Final Plat - $500

      iv. Final Plat, civil / survey engineering review - $200/hour

      v. The cost of recording the plat shall be paid by the applicant.

   f. Comprehensive plan text amendment / future land use map amendment – $2,250 (Sec. 68-121, TI-LDR)

g. Re-zoning fee - $2,000. (Section 68-122 TI-LDR)

h. Request for a text amendment to the land development regulations - $2,000 (Sec. 68-123, TI-LDR)

i. Development Agreement (Section 68-496 – TI-LDR)
    i. Development Agreement $2,250
    ii. Development Agreement Modification $2,250
    iii. Development Agreement Extension $1,125

j. Copies for mailings
    i. 1 sided up to 8 1/2" x 14" $0.15
    ii. 2 sided up to 8 1/2" x 14" $0.20

8. City Commission Fees

    a. Fees not listed below shall be the same as Planning and Zoning Board / Local Planning Agency fees.

    b. Vacation of an easement shall be $500. The cost of recording shall be paid by the applicant.

    c. Vacation of a right-of-way shall be $1,000. The cost of recording shall be paid by the applicant.

    d. License agreements with property owners along the Central Beach Trail -$500

        i. Those who agree to make public improvements between the rear property line of their lot and the Central Beach Trail, the $500 fee may be waived, depending on the scope of the improvements, at the City's sole and absolute discretion.

        ii. All subsequent requests for amendments to existing license agreements shall be $200.

    e. Release of Unity of Title shall be $150 (Section 68-490, TI-LDR)

    f. All special events on private property which are open to the public for a fee or not, or for profit or not, requiring staff approval, shall pay a special event permit application fee of $100. (Section 68-571, TI-LDR)

        i. All special events on private property which are open to the public for a fee or not, or for profit or not, for City Commission approval, a special event permit application fee shall be $200 (Section 68-571, TI-LDR)

    g. Other City Commission hearing fees shall be $150, unless otherwise stipulated.

    h. Appeals to site plan review by Planning and Zoning Board [Section 70-111, TI-LDR] – Amount shall be one half of the Planning and Zoning / Local Planning Agency site plan review fee

    i. Special Event Parking - $350 [Section 68-468, Off-Street Parking, TI-LDR]

9. Fee to Connect to Public Sanitary Sewer System – For structures not previously connected $325 (Section 75-62, TI-LDR)
10. Returning Signs That Were Placed in the Right-Of-Way or On Public Property - $10 per sign for each occurrence. (Section 73-35, TI-LDR)
11. Multimodal Impact Fees
    a. Pinellas County Land Development Code, Part III, Chapter 150-Impact Fees / Article II
12. Land Use / Zoning Verification Letter **–** (Section 68-32, TI-LDR)
    a. Single lot: $75
    b. Multiple lots or Existing Commercial /Hotel Use: $125.00
    c. Research Grandfathered Status (determination of legal units, density, intensity, etc.): $100.00 first hour plus $50 per hour of additional time
13. Land Development Regulation - Administrative Waiver by Staff: $150 (Section 68-35, TI-LDR)
14. Lien Search Requests and Registration of Foreclosing Properties (Section 2-173, TI-Code)
    a. Lien Search requests will be processed at $50 per parcel. A Rush Lien Search will be processed within 3 business days at a fee of $75 per parcel.
    b. Registration of foreclosing residential or commercial properties will be processed at a fee of $100 per property – (Section 2-173, TI-Code)
15. Staff Assistance Preparing a Florida Department of Environmental Protection Permit for Use of the Public Beach - $150 per application plus any applicable permit application fees. (Section 68-571, TI-LDR)
16. Doggie Dining Permit (Section 6-52, TI-LDR)
    a. Application fee: $100
    b. Annual renewal fee: $50
17. Sidewalk Café Use Permit (Section 68-571, TI-LDR)
    a. Application fee: $100
    b. Annual renewal fee: $50
18. National Pollutant Discharge Elimination System (NPDES) Inspection Fees - $35 each (Section 75-206, 54-36, TI-LDR)
19. Advanced Wireless Infrastructure Deployment Act; section 337.401(7), Florida Statutes

    (Chapter 42, TI-LDR – Article III, Communications Rights-of-Way Usage.)

    a. Registration
        1. Annual Registration – No fee
        2. Transfer of Registration – No fee
        3. Registration Amendments – No fee

4. Registration Renewal – No fee

b. Annual Local Business Tax – (Section 46-103, TI-LDR)

c. Annual Pass-Through Providers $500 per linear mile (Section 42-72, TI-Code; sec. 337.401(6)(b), Florida Statutes)

d. Rate to collocate small wireless facilities on a city utility pole shall be $150 per pole annually, or the maximum amount allowed by applicable law. (Section 337.401(7), Florida Statutes)

e. Rate to collocate small wireless facilities on a non-city owned utility pole – No fee. (Section 337.401(7), Florida Statutes)

f. Permit fee for installation of a new utility pole used for collocation of small wireless facilities – No fee. (Section 337.401(3), Florida Statutes)

g. Appeal of a decision of the City Manager or designee - $350 (Section 42-84, TI-Code)

h. Required mailings: $0.20 per page up to two-sided and current USPS first class postage

20. Flood zone Letters/Amendments/Revisions: (Section 66, TI-LDR)

a.	Flood zone Verification Letter	$75.00
b.	Letter of Map Amendment (LOMA)	
	i. Floodplain Review	$75.00
	ii. Civil Engineering Review – initial review	$500.00
	iii. Civil Engineering Review – additional reviews	$250.00 per additional review
c.	Letter of Map Revision (LOMR)	
	i. Floodplain Review	$75.00
	ii. Civil Engineering Review – initial review	$500.00
	iii. Civil Engineering Review – additional reviews	$250.00 per additional review
d.	Letter of Map Revision Based on Fill (LOMR-F)	
	i. Floodplain Review	$75.00
	ii. Civil Engineering Review – initial review	$500.00
	iii. Civil Engineering Review – additional reviews	$250.00 per additional review
e.	Conditional Letter of Map Revision (CLOMR)	
	i. Floodplain Review	$75.00
	ii. Civil Engineering Review – initial review	$500.00
	iii. Civil Engineering Review – additional reviews	$250.00 per additional review

21. Alcoholic Beverage Permit Zoning Review (Ch. 561, Florida Statutes)

a.	Off-Site Consumption	$100.00
b.	On-Site Consumption	$200.00

ARTICLE II. FIRE AND RESCUE

22. Fire Code Inspections and New Construction Plan Reviews: (Sections 8-79, 8-80, TI-Code)

    The occupant of any commercial premises or the owner of such commercial premises when there is no occupant and the owner of any residential premises on which the City conducts any fire safety inspections in accordance with any federal, State or local law shall remit to the City a fee for the inspection as set forth in the attached fee schedule as adjusted as herein provided. Such fees shall be reviewed and adjusted administratively, if necessary, once per fiscal year.

    c. Fire Inspections are conducted by the Treasure Island Fire Inspector; see Attachment A for Fee Schedule (Resolution 18-65)
    d. Fire Plan Reviews are conducted by the Treasure Island Fire Inspector; see Attachment A for Fee Schedule (Resolution 18-65)

23. Special Detail Fees

    e. Fire Personnel – Extra Duty Rates
        i. Firefighter - $48 per hour
        ii. Paramedic - $43 per hour
        iii. Fire Apparatus - $44 per hour
        iv. Fire Inspector - $75 per hour
        v. Holiday Rates for all fees shall be applied at 1.5 times the standard rates
    f. Apparatus - Extra Duty Rates
        vi. ALS Cart - $300 per event, per day
        vii. ALS Unit - $400 per event, per day
        viii. Fire Suppression Unit - $500 per event, per day

ARTICLE III. PARKS AND RECREATION

24. Children's Camps

Summer and Winter Camp Fees (Sec. 24-33, TI-Code)

All weekly camp rates are paid in full upon reservation. For a full refund, the cancellation request needs to be made within 14 days of the Monday of the first week enrolled. A 10% Administration Fee will be charged for all cancellations.

Summer Camp 10 Week Program Fee *(adjustments are made for camps more or less than 10 weeks)*

	Resident/Taxpayer*	***Non-Resident***
10 Week Camp Rate	~~$700~~ $1,000	~~$900~~ $1,200
Sibling Discount	10% per sibling	
Weekly Rate	$120	$140
Sibling Discount	No sibling discount	
Extended Care	***Residents and Non-Residents***	
Before and/or After Care 6:45 – 7:30 am and/or 5:05pm- 5:30 pm	$30 per week per family	

Winter Camp Fees *(adjustments are made for weekly rates based on camp dates)*

Daily Rates	$30 per day	$35 per day

** Taxpayer is defined for Children's Camps as Treasure Island Business Owners and St. Pete Beach Residents per reciprocal agreement.*

25. Treasure Bay Golf and Tennis (Sec. 24-33, 24-34, TI-Code)

Tennis Daily Rates (plus tax)	
Tennis Daily Fee - Adults	$12
Asphalt Courts	Free
Reservations, two hour block	$6 per court
Juniors (under age 15 years old)	50% off above rates
Resident/Taxpayer Discount	10% Discount

Pickleball (plus tax) ***Unlimited League & Daily Play***	
Daily	$5
Annual Pickle Pass	$75

Foot Golf (plus tax)	***Resident/Taxpayer****
9 hole	$10
9 holes, twice	$12
Juniors, 15 & under	$8
Family Rate (up to 2 adults and 3 juniors)	$25
Pre-Paid 10 Play Card (individual play)	$80

Pickleball (plus tax)	
Unlimited League & Daily Play	
Memberships (plus tax)	
Tennis Pre-paid 10 play card	$90
Tennis 4-monthly card	$250
Tennis 12-monthly card	$560
Golf League 10 Play Card, winter	$120
Golf League 10 Play Card, summer	$70
Golf Pre-Paid 10 play card, winter	$130
Golf Pre-Paid 10 play card, summer	$80
Golf (plus tax)	
Daily Fee, winter (Dec. – Apr.)	$15
Daily Fee, summer (May. – Nov.)	$11
Replay 9 holes	50% off above rates
Juniors (under age 15 years old)	50% off daily fees
Resident/Taxpayer	$1.00 off rates above
League rate, winter	$13
League rate, summer	$9
18 Holes	Seasonal rate + $2
Pull Cart	$3
Rental Clubs	$4

** Taxpayer is defined for Treasure Bay fees as residents of St. Pete Beach per reciprocal agreement.*

26. Reservation/Private Rental of Treasure Bay Clubhouse/Picnic Areas (Sec. 24-34, TI-Code)
    a. $25 per hour plus tax for 10 - 40 people
    b. $50 per hour plus tax for 40 – 100 people

27. Reservation/Private Rental of Rosselli Park with Restrooms (Sec. 24-33, TI-Code)
28. Reservation/Private Rental of ballfield or gazebo $25 per hour plus tax
29. Bus Rental with a Commercial Licensed Driver - $75 per hour (Sec. 24-33, TI-Code)
30. Repealed – Reserved for Future Use

31. City Facilities Rental Fees (Sec. 24-33, TI-Code)

All facility rentals are paid in full upon reservation. For a full refund, the cancellation request must be made 30 days prior to the event date. A ten percent (10%) Administrative Fee will be charged for all the cancellations. Treasure Island Residents or Treasure Island Business Owners will receive 50% discount of the posted rate for city's facilities; discount cannot be combined with any other fee reductions.

a. Community Center (up to 250 people) *plus tax

	Residents and Non-Residents
Facility Rental Fee*	$200 per hour, 4 hour minimum
Premium Dates/Holidays*	Regular rate + $250
Non-Profit Rental Fee *[501(c)(3) organizations only]*	1/3rd off the posted rates

b. City Hall Promenade Deck, up to 80 people *plus tax

Monday – Thursday	$200 per hour, 2 hour minimum
Friday - Sunday	$250 per hour, 4 hour minimum
Premium Dates/Holidays*	Regular rate + $250
Non-Profit Rental Fee *[501(c)(3) organizations only]*	1/3rd off the posted rates

c. Community Center Garden Room & City Hall Flybridge, Quarterdeck or Crows' Nest & City Center multi-purpose rooms (includes parking) *plus tax

Facility Rental Fee*

Monday –Friday	8:00 am – 4:30 pm	$50/hour; minimum 2 hours
Monday - Friday	After 4:30 pm	$75/hour
Saturday - Sunday		$100 per hour, minimum 4 hours
Premium Dates/Holidays*		$75 per hour, minimum 4 hours, maximum 10 hours
Use of Kitchen* (upon availability)		$250
Use of Gally w/Flybridge or Crows' Nest, only		$100

d. Beach Pavilion / Treasure Bay Clubhouse, (up to 50 people, includes parking in the Black Skimmer lot only) *plus tax Treasure Island Residents or Treasure Island Business Owners will receive a 50% discount of the posted rate for the City's facilities; discount cannot be combined with any other fee reductions.

Facility Rental Fee*

Monday – Thursday	$100/hour; minimum 2 hours
Friday - Sunday	$150/hour; min. 4 hours, max. 10 hours
Premium Dates/Holidays*	Total rental fee + $250

32. Class Instructor Fees - Thirty percent (30%) of gross class revenue, or $50 per month whichever is greater (Sec. 24-33, TI-Code)

33. Use of Public Beach or Public Property Review - City Staff Review Only (Sec. 24-34, TI-Code)

    Three hour permit includes setup, the event and breakdown. Additional setup time can be requested at an additional $50 per hour, plus applicable fees below.

    a. $100 Treasure Island Resident/Business or $125 Non-Resident for a small, organized gathering or beach event—such as a wedding, memorial service, picnic, or other similar gathering—of up to 50 people. Includes the use of up to a 10' x 10' tent/canopy, wedding arch, and chairs.

    b. $125 Treasure Island Resident/Business or $150 Non-Resident for a gathering or beach event—such as a wedding, memorial service, picnic, or other similar gathering of 51 - 100 people. Includes the use of up to a 10' x 10' tent/canopy, wedding arch, and chairs.

    c. $250 Treasure Island Resident/Business or $300 Non-Resident for a gathering or beach event—such as a wedding, memorial service, picnic, or other similar gathering of more than 100 people. Includes the use of up to a 10' x 10' tent/canopy, wedding arch, and chairs.

34. Use of Public Beach or Public Property Review - City Commission Review (Sec. 24-33, 24-34, 58-48, TI-Code)

    a. All events on public property or the public beach which are open to the public for fee or not, or for profit or not, requiring City Commission approval, except City sponsored or Commission exempted public events: $500 non-refundable

        i. All subsequent requests for renewals or amendments to existing contracts or agreements – $250 each

        ii. If approved, an additional special event fee will be assessed based on impact as determined by staff and approved by City Commission. Such impacts could include pre-event permitting and planning, attendance, number of total event days, traffic and parking impacts, parking, road closures, use of commercial equipment, event coordination and administration, etc.

            1. Low Impact - $1,000
            2. Medium Impact - $2,500
            3. High Impact - $5,000

        iii. Other fees for use of public beach or public property: costs for City services (trash pickup and disposal, police special detail, etc.) to be reimbursed to the City upon approval of the event by the City Manager or City Commission.

        iv. The determination of whether a use requires City Commission approval under this subsection shall be at the sole discretion of the City Manager or designee

    b. Non-exclusive License agreement request for City-owned beach area generally from 104th Avenue to 119th Avenue shall be $500 (non-refundable).

i. All subsequent requests for amendments to existing license agreements shall be $200 per request

c. Park Improvement Fund – five percent (5%) of net profits from fund-raising or revenue-generating activities or events held in city-owned parks by Non-Profits and For-Profit organizations, and as approved by the City. Such funds will be accounted for based on GASB and/or GFOA standards.

ARTICLE IV. FINANCE

35. Parking

a. Parking Meter Rates –

i. $5.00 per hour

ii. $5.50 per hour weekends and holidays

b. Sunset Beach Street Parking –

i. $6.00 per hour

ii. $6.50 per hour weekends and holidays

c. Resident Parking Permits

i. Electronic Pass, $5.00 each – maximum 2 per residence

d. City Event Parking - No less than $30 but up to $50 per vehicle, per day

36. Returned Checks Service Charge

a. Set according to the allowable service charge per Section 832.07, Florida Statutes

b. In no event should the fee be more than $100

37. Notary Services

a. Each instrument $10 (for non-City Business)

b. No charge for City Related Business

ARTICLE V. PUBLIC RECORDS

Recognizing that all public records and documents subject under State law to inspection by members of the public at reasonable times and under reasonable circumstances, should be produced and made available to the public promptly, when the nature or volume of public records requested to be inspected, examined, or copied is such as to require extensive use of technology resources or extensive clerical or supervisory assistance ("extensive use of information technology resources or extensive clerical or supervisory assistance" is defined as more than thirty (30) minutes

of staff time per request), a special service charge shall be imposed, in addition to the charge for copies. The party requesting such assistance or service shall be charged a fee that shall be equivalent to the hourly wage of the employee who renders such assistance, including in the hourly wage the cost to the City of all benefits paid to the employee. The special service charge will be computed to the nearest quarter of an hour exceeding the first thirty (30) minutes. If the records requested are stored on computer and must be retrieved and reproduced from such storage, the charges for such reproduced copies shall be based on the time necessary to generate and reproduce such records. The City may require a deposit equal to the estimated amount for copies, any applicable service charges for extensive requests and, when applicable, the cost of mailing prior to gathering the records requested. If the City's cost to provide the records is less than that amount provided in the deposit, the remaining amount of the deposit shall be returned to the requesting party. In the event the City incurs charges in an amount greater than the deposit, the City shall issue an invoice to the requesting party for the additional charges which shall be payable prior to or upon receipt of the documents requested.

38. Retrieval, Duplication, and Certification of Records [Section 119.07, Florida Statutes]
    a. Duplication of a one-sided document up to a size of 8 ½" x 14" is $.15 per copy
    b. Duplication of a two-sided document up to a size of 8 ½" x 14" is $.20 per copy
    c. Duplication of documents exceeding 8 ½" x 14" or documents the City is incapable of reproducing on existing City equipment shall be charged at the actual cost to duplicate the record(s).
    d. Paperless records provided on a CD or DVD is $1.25 per disc.
    e. The requestor may provide a USB drive to receive paperless copies of records; however, the drives must be scanned by IT Department staff first to ensure the health of the City's network. The charge shall be a minimum of actual cost of scanning and the duplication of the record(s).
    f. Certified copies are $1 per document/instrument, plus applicable duplication charges.
    g. Labor charges for extensive public records requests are applicable to any request requiring thirty (30) minutes or more of staff time in a single day to research and respond to a request. The actual cost is calculated using the hourly wage plus benefits of the lowest paid employee capable of performing the service.

ARTICLE VI. POLICE DEPARTMENT

39. Fingerprinting Service - $15
40. Special Detail (officer and vehicle) - $70 per hour
41. Pet Registration – No charge

42. $25 Bicycle Decals (Sec. 50-58, 50-63, 50-64, TI-Code):

a) $1.00 for registration
b) $0.50 for replacement if stolen, lost, or destroyed
c) $0.50 for replacement if obliterated or illegible

43. Equipment Inspection - $5

ARTICLE VII. PUBLIC WORKS

44. City Signboard in Treasure Island Causeway Fee (Sec. 73-35, TI-LDR)

a. $20 for one sign (East or West)

b. $25 for two signs (East and West) up to 14 days.

ARTICLE VIII. UTILITY FEES

SEE ATTACHMENTS B, C

45. Sewer (Sec. 75-122, TI-LDR)

See Attachment B

46. Stormwater (Sec. 54-74 and 54-75, TI-Code)

See Attachment C

ARTICLE IX. ELECTIONS

46. Qualification Fee [Section 99.093, Florida Statues, Sec. 14-10, TI-Code]

a. Application fee for district commissioner - $50.00
b. Application fee for mayor-commissioner - $100.00

These fees may be waived if the candidate is determined to be exempt from the election assessment pursuant to section 99.093(2), Florida Statutes. Any charge by the supervisor of elections to verify signatures pursuant to Chapter 99, Florida Statutes, shall be paid by the candidate.

ARTICLE X. BUSINESS TAX

Sec. 46-103, TI-Code

A

Abstracts of Title	186.27
Adult entertainment establishment, bookstore, etc.	fee set by City Commission
Advertising:	
Agencies	92.94
Card directory	92.94
Directories, guidebooks	186.27
Handbills	92.94
Outdoor advertising, persons engaged in business of painted walls or electric displays or other devices leased or rented, not otherwise specifically receipted (See "signs")	92.94
Parade, including automobiles and wagons carrying advertising signs and musical instruments or other devices to attract attention, for each parade	510.51
Schemes and devices not provided for	510.51
Agent, agencies, including but not limited to book or magazine, claims and collections, credit agencies or bureaus, detective, employment, investment or security, loan, manufacturer's agent, and travel or transportation agents	92.94
Alarm systems, fire, burglary, medical monitoring, etc.	92.94
Amusement parks, children's playground and mechanical equipment	92.94
Amusement parlors, owner or manager	370.05
Animal grooming service, not permitted as kennel	92.94
Answering services	92.94
Antiques, dealers in	92.94
Appraisers	92.94
Architects	92.94
Armored car service	92.94
Art gallery	92.94
Artist	54.68
Auctions and auctioneers:	
Personal property, per diem	372.47

A

Real estate	372.47
Shops or stores, owners or managers	1276.25
Automobiles, trucks and RV's:	
Agencies, sale or rental (in addition to all other receipts)	58.60
Automobile, bus for hire, each	92.94
Cruising taxicabs	38.26
Driver of automobile for hire, taxicabs or bus, each	19.07
Filling station:	
1 pump/dispenser	38.26
1 pump/dispenser and repair service	92.94
Additional pump/dispenser	3.80
Parking lot, temporary, per day	19.07
Storage or parking lots, capacity:	
1—50	92.94
51 or more	186.27
Used car lot	280.74
Wash and polish only	92.94

B

Bait, dealers in	54.68
Bakeries	92.94
Banks	92.94
Barbershops and beauty shops:	
1 station	92.94
Each additional station	19.07
Technician (nail, cosmetology, etc.)	54.68
Billiards, pool, for public use or profit	54.68
Boats:	
Charter, cruise or party:	

B

1—6 passengers	54.68
7—21 passengers	92.94
22+ passengers	131.25
Storage/dry:	
1—25 boats	112.06
26+ boats	168.29
Boat and yacht brokers	112.06
Sales	112.06
Rentals	186.27
Marinas:	
1—25 boats	112.06
26+ boats	168.29
Bondsmen	372.47
Bookkeeping and income tax service	92.94
Boot and shoe repair shop	92.94
Bottled drinks, wholesale	
1 truck	186.27
Each additional truck	38.26
Bottled water, delivery of:	
1 truck	92.94
Each additional truck	38.26
Bottled gas, dealers in	92.94
Bowling alleys:	
First alley	92.94
Each additional alley	38.26
Brokers:	
Wholesale dealers in merchandise	372.47
Business and computer machine, rental	92.94

C

Camera and photographic supply shops	112.06

C

Carnivals, including side shows incident thereto, per week or fraction thereof	3739.45
Carpet and rug cleaning establishment	92.94
Caterers	92.94
Circus:	
Circus shows and tent shows, per day	1123.12
Parade	510.51
Clinic, medical, dental, etc.	92.94
Computer programming, 1 employee	92.94
Congregate care, adult congregate living facility and group care facility:	
1—10 residents	127.61
Each additional resident	12.73
Consignment shops	92.94
Contractors:	
General	186.27
All others	92.94
Copy service, duplicating, engraving, lithography, mimeographing and multigraphing	92.94

D

Data processing and related services	92.94
Dentists	92.94
Detective agencies	92.94
Distributor	92.94
Diver	92.94
Doctors/physicians	92.94
Drafting	92.94
Dressmaking establishment and hemstitch sewing, including tailors and needlework	38.26
Drugstores	92.94
Dry cleaning, laundries, linen service	92.94

E

Entertainments, musicals, concerts or shows, where not held in receipted theater or hall.	Apply to City Commission for permission and tax
Equipment rental	93.27
Exhibits	Apply to City Commission for permission and tax
Exterminators, termites or vermin, in addition to all other receipts	92.94

F

Family day care centers:	
1—5 residents or day care	92.94
Each additional resident	0
Finance companies, any person who engages in a financing service or effecting the purchase or collection of deferred merchandise purchase agreements or notes	92.94
Florists	92.94
Fuel oil dealer	92.94
Furniture, refurnish, reupholster	92.94

G

Game machines, each machine to be paid by the owner or person in whose place of business the machine is operated, each machine, in addition to all other receipts	3.80
Golf, miniature	92.94
Guns, dealer in revolvers and pistols	497.72

H

Halls for rent, where admission is charged	186.27
Health clubs, salons, spas	92.94
Hearing aids, agent or dealer	92.94
Home health care, nursing, aides	92.94
Home occupations	92.94

I

Ice retail stations, each	38.26
Insurance:	
Agency	92.94
Branch offices	92.94
Claims	92.94
Company	92.94
Title	186.27
Interior decorators	92.94
Investment counselors	92.94

J

Janitorial service	92.94

L

Laboratories, analytical or dental	92.94
Landscape gardener, lawn service	92.94
Launderettes or self-service laundries:	
First 10 machines	92.94
Each additional machine	5.07
Lawn service only	
Lawn and tree spraying	92.94
Lawyers, each	92.94
Lecturers and instructors	372.47
Locksmiths, each	92.94

M

Mail order establishment	92.94
Management consultant	92.94
Massage parlors	92.94
Mental healers, not including members of Christian Science profession	372.47

M

Merchant and merchandising:	
Wholesalers	92.94
Merchants, demonstrators, exhibitors selling merchandise at exhibits or shows, 1 week only	44.59
Retail store	92.94
Messenger or package delivery service	92.94
Motorcycles, motorbikes and motor scooters:	
Motordrome sales	186.27
Rental only	186.27
Repair only	92.94
Moving pictures, or other theaters or permanent places of amusement	92.94
Music studios	92.94

N

Newspapers and publications:	
Daily	935.30
Other than daily, excepting religious educational, charitable, fraternal or veterans sponsored	112.06
Nursery and service plants, etc.	92.94

O

Occult—Clairvoyant, fortunetelling, palm reading, crystal ball, and any of the mystic arts	497.72
Opticians/optometrists	92.94
Osteopaths	92.94

P

Patrols, night patrolmen or private watchmen, each, on recommendation of the city commission	92.94
Pawnbrokers	1,308.17
Pet shops and supplies	112.06
Photostat and blueprint shop	92.94
Photographers:	
Each	54.68

P

Studio	92.94
Piano tuners, each.	54.68
Professions:	
Accountant, acupuncturist, appraisers, architect, attorney, auditor, chemist, chiropodist, chiropractor, counselors, consultants, dentists, designer (industrial and residential), draftsmen, electrologist, engineer (individual or firm), naprapath, naturopathy, homeopathic physician, oculist, optician, optometrist, osteopath, pharmacist, physical culturist or therapist, physician, physiotherapist, podiatrist, psychologist, stocks and bonds broker, surveyor (individual or firm), veterinary surgeon, and any other professions not listed	92.94
Promoter	372.47
Property management	92.94
Psychologists	92.94
Public relations, each individual or firm	92.94

R

Real estate agency/office:	
Broker	92.94
Sales representative if covered under broker	0
Sales representative if not covered under broker	92.94
Registration of business tax receipts	12.91
Rental units:	
1 unit	25.52
2—5 units, each	6.34
Each additional unit over 5	5.07
Condo/hotel (each unit)	25.52
Repair shops, other than garage and machine, proprietor only	92.94
Restaurants, bars, cafeterias, lounges or lunch rooms:	
1—25 persons, occupancy	92.94
Over 25 persons, occupancy (in addition to all other receipts)	139.74

S	
Schools, private operated for profit:	
1—10 students	92.94
11—25 students	131.25
26—50 students	186.27
Over 50 students	280.74
Second (multiple) businesses	50 percent of regular receipt tax
Secondhand store:	
Dealer in clothing	92.94
Dealer in all other commodities	92.94
Signs, painters, firms, companies, association of persons or corporations engaged in business of sign painting	92.94
Solicitation, telephone, etc.	92.94
Supermarkets	186.27
Surveyors	92.94
Swimming pools:	
Construction of (see "contractor").	
Sales and service	92.94
Maintenance only	92.94
T	
Tanning salon	92.94
Telephone and telegraph companies, branch offices	92.94
U	
Unclassified:	
Every business, occupation, profession or exhibition, substantial, fixed or temporary, engaged in by any person within the city for which no receipt fee has been set forth and not specifically designated in this schedule	112.06
Undertakers or ambulance service	372.47

V

Vending machines, each (this receipt shall be in addition to all other receipts)	5.07
Veterinarians	92.94

W

Warehouses, bonded or storage	92.94
Weighing machines, each, to be paid by the owner, or by the person in whose place of business the machine is located, in addition to all other receipts	5.07

AGENDA ITEM NO. H.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: February 17, 2026

SUBMITTED BY: Matthew Storandt, Finance

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: First Reading of Ordinance 2025-05 for the Repair Expenses to the Dune Walkovers

BACKGROUND:

Annually funds are appropriated for the Dune Walkovers to conduct regular maintenance. Hurricane Helene and Milton caused damage to the walkovers well beyond that which could be repaired with the FY 2026 regular maintenance funding of $100,000.

The City has received $1.9M in proceeds, from insurance claims, to be used for reparations and replacement from the damage of the hurricanes.

To bring the walkovers to a safe, accessible and usable condition the commission approved two phases of extraneous funding.

POLICY/PURPOSE:

Section 3.12(a) of the City's Charter stipulates that any amendments to the city's annual budget be approved by ordinance. Give the City Manager purchase authority of an additional $334,000.00 for the expense of repairs to the Dune Walkovers.

STRATEGIC PLAN RELEVANCE:

This is a regulatory step related to a budget amendment AND City Manager Purchase Authority.

ANALYSIS/DISCUSSION:

The first phase ($294,300) removed several unusable and unsafe walkovers on Sunset Beach, revitalized the walkovers at the Sunset Vistas, and provided repairs, with a focus on safety, to the remaining structures at 100th, 102nd, 103rd, 122nd, 123rd, and 125th.

The second phase of work ($139,400) is expected to recondition the 124th, 1211st, and 99th Dune Walkovers to a safer and functional condition.

Both phases also included funding to add post and rope where needed extending the walk to pre-storm egress and allowing area for vegetation to return to the dunes.

FUNDING:

This budget amendment aims to provide for the expense of repairs to the Dune Walkovers. These monies will be booked into funds as follows:

- $334,000.00 in General Fund

MOTION:

I move to approve Ordinance No. 2026-05 at this first public hearing and to schedule it for a second reading at the March 17th, Regular Commissioner's Board meeting.

ATTACHMENTS:
ORDINANCE_2025-05-Dune Walkovers.docx
Budget Amendment 2026-05.xlsx

ORDINANCE 2026-05

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2026 GENERAL FUND BUDGETS TO RECOGNIZE ADDITIONAL EXPENSES OF $334,000 FOR EXPENSE OF DUNE WALKOVER REPAIRS PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance 2026-02, the City of Treasure Island, Florida adopted an annual operating budget for fiscal year 2026; and

WHEREAS, the City shall spend money exceeding the Fiscal Year 2026 Approved Budget in the amount of $334,000.00 for the expense of repairs to the Dune Walkovers.

WHEREAS, this ordinance is a budget amendment and therefore, pursuant to s. 166.041(4)(c), Fla. Stat., this ordinance is exempt from the business impact estimate requirement of s. 166.041(4)(a), Fla. Stat.; and

WHEREAS, pursuant to the City's Charter and generally accepted accounting principles, the City finds it in the public's best interest to amend the City's budget to recognize the additional expenses of $334,000.00 in General Fund toward the expense of repairs to the Dune Walkovers.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND DOES ORDAIN:

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as findings by the City Commission of the City of Treasure Island, Florida for the adoption of this Ordinance.

SECTION 2. The budget for the City of Treasure Island, Florida for the fiscal year 2026, as adopted pursuant to Ordinance 2026-02 is hereby amended by adding expenses of $334,000.00 in General Fund toward the expense of repairs to the Dune Walkovers.

SECTION 3. That allocation of said funds shall be as follows:

<u>General Fund - Expenses</u>		
DUNE WALKOVERS	001-5391-63402	$334,000.00

SECTION 4. SEVERABILITY. It is declared to be the intent of the City Commission, that if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5. CONFLICT. This action supersedes all ordinances and resolutions of the City or portions thereof, in conflict with or inconsistent with this ordinance, to the extent of such inconsistency or conflict.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage.

FIRST READING and PUBLIC HEARING on the 17th day of February, 2026.

SECOND READING and PUBLIC HEARING on the 17th day of March, 2026.

PUBLISHED in the Tampa Bay Times on the _____ day of _____, 2026.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the _____ day of _____, 2025 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:
NAYS:
ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST:

_____
Lisa-Marie Kennedy, City Clerk

BUDGET AMENDMENT

DATE: 2026-02-17

FY 2026

TO: City of Treasure Island City Manager

Ord. # 2026-05

FROM: Victor Ortiz, Chief Financial Officer

SUBJECT: FY 2026 CIP Adjustment

REVENUE

Fund	*Acct.*	*Name*	*Proceeds for:*	*TOTAL*
			Total	**$ -**

EXPENSE:

Fund	*Prog.*	*Acct.*	*Name*		*TOTAL*
001	5391	63402	DUNE WALKOVERS	'FY 2026 budget amendment, General Fund Expense	$ 334,000.00
				Total	**$ 334,000.00**

EXPLANATION:

City of Treasure Island shall budget $334,000.00 for the required repairs to the Dune Walkovers.

		DATE
Chief Financial Officer:		
City Manager:		
Completed by Finance:		

AGENDA ITEM NO. H.4

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 17, 2026
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	Resolutions
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Resolution 2026-01, Appointing Election Workers for the March 10, 2026, Municipal Election
BACKGROUND:	Section 14-13 of the City Charter requires the City Commission to appoint election clerks and inspectors by resolution.
POLICY/PURPOSE:	Approve election workers for the March 10, 2026, Municipal Election
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	The Supervisor of Elections has provided a list of individuals who are assigned to work the Treasure Island polling location on March 10, 2026. The scheduling of these individuals is subject to availability and scheduling changes.
FUNDING:	Selection of election workers will not incur additional costs.
MOTION:	Move to approve/deny Resolution 2026-1, appointing poll workers for the March 10, 2026, Municipal Election.

ATTACHMENTS:
2026-01 Resolution to Appoint Poll Workers.docx
Treasure Island Poll Workers - Municipal Election 3.10.2026.pdf

RESOLUTION NO. 2026-01

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA, APPOINTING ELECTION WORKERS FOR THE MARCH 10, 2026, MUNICPAL ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 14-13 of the City Charter requires the City Commission to appoint election clerks and inspectors by resolution; and

WHEREAS, the City Charter authorizes the City Commission to appoint up to four clerks and as many inspectors as deemed appropriate for each election; and

WHEREAS, Section 14-13 of the City Charter requires that clerks and inspectors be chosen from the certified list of poll workers provided by the Supervisor of Elections for Pinellas County; and

WHEREAS, the City Charter requires that all clerks and inspectors be duly certified by the Supervisor of Elections for Pinellas County and have attended certification classes as required by state law; and

WHEREAS, the City Charter prohibits the selection of any person who holds any office of trust, profit, or employment under the City or any of its departments; and

WHEREAS, the City Commission recognizes that the actual service of appointed election workers is subject to their availability and scheduling; and

WHEREAS, the City Commission has verified that the individuals named herein meet all qualifications set forth in the City Charter and state law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA:

Section 1. The following individuals are hereby appointed as Election Workers for the March 10, 2026, Municipal election:

Sherrie M. Pesce	Precinct Clerk
Pamela D. Fuller	Assistant Clerk
Robert E. Cole	Precinct Deputy
Michael C. Crosby	Precinct Deputy
Brent S. Noorda	Machine Manager
Judith L. Amore	Voting Equipment Support
Christa L. Fairbrother	Inspector
Linda A. Johnson	Inspector
Lora M. Williams	Inspector

Section 2. The City Commission hereby accepts that:

(a) All individuals appointed herein appear on the certified list of poll workers provided by the Supervisor of Elections for Pinellas County;

(b) All individuals appointed herein are duly certified by the Supervisor of Elections for Pinellas County;

(c) All individuals appointed herein have attended certification classes as required by state law;

(d) None of the individuals appointed herein hold any office of trust, profit, or employment under the City of Treasure Island or any of its departments.

Section 3. The appointed clerks and inspectors shall be duly sworn and shall have full charge of the polling places, all ballots and ballot boxes, and all voting equipment for the March 10, 2026, Municipal election.

Section 4. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the _____ day of _____, 2026, by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST:

_____
Lisa-Marie Kennedy, City Clerk

Poll Worker Name	Work Precinct	Polling Place Location	Position
JUDITH L. AMORE	406	Treasure Island Community Center	Voting Equipment Support
ROBERT E. COLE	406	Treasure Island Community Center	Precinct Deputy
MICHAEL C. CROSBY	406	Treasure Island Community Center	Precinct Deputy
CHRISTA L. FAIRBROTHER	406	Treasure Island Community Center	Inspector
PAMELA D. FULLER	406	Treasure Island Community Center	Assistant Clerk
LINDA A. JOHNSON	406	Treasure Island Community Center	Inspector
BRENT S. NOORDA	406	Treasure Island Community Center	Machine Manager
SHERRIE M. PESCE	406	Treasure Island Community Center	Precinct Clerk
LORA M. WILLIAMS	406	Treasure Island Community Center	Inspector