



**BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, JULY 21, 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

D.1 TIPD Award Recipient – 2026 FDOT ELEE Award

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

F. APPROVAL OF MINUTES

G. CONSENT AGENDA

G.1 Contracts to Provide On-Call Disaster Debris Collection, Removal, Monitoring and Management Services

[PE ILA with PC Debris CRM&M.pdf](#)

[PE C&R Participant Agreement - Ceres.pdf](#)

[PE C&R Participant Agreement - DRC.pdf](#)

[PE M&M Participant Agreement - Rostan.pdf](#)

[PE M&M Participant Agreement - TetraTech.pdf](#)

[PE M&M Participant Agreement - Thompson.pdf](#)

[PE M&M Participant Agreement - True North.pdf](#)

G.2 FY 2026 - 2027 Resilient Florida Local Cost Share Commitment Letters

[Lift Station 2026 RF Grant Letter of Commitment - DRAFT.pdf](#)

[26-405 COTI PROP REV 1.pdf](#)

G.3 Award of the construction contract for the Master Pump Station Replacement Project

[Agreement.pdf](#)
[Contract Addendum.pdf](#)
[Bid - K&R.pdf](#)
[Bid Tabulation.pdf](#)

G.4 Award of the construction contract for the 108th Avenue Seawall Replacement Project

[Agreement.pdf](#)
[Contract Addendum.pdf](#)
[Bid - Enterprise Marine.pdf](#)
[Bid Tabulation.pdf](#)

G.5 Resolution 2026-03, Appointment of Deputy City Clerk Tia Payton

[Resolution 2026-03.docx](#)
[Payton - Employment Contract Draft.docx](#)

G.6 Increase Purchase Authority for existing Floodplain management contract

H. ITEMS OF BUSINESS

H.1 Fiscal Year 2027 City Tentative Budget and Millage Presentation

H.2 Authorizing the City Manager to hire two additional Code Compliance Inspectors

H.3 Vice Mayor Vasquez's Ideas and Suggestions regarding Planned Developments

[Section_by_Section_Integration_Memorandum_Ord_2026-10.pdf](#)
[Vice_Mayor_Tammy_Vasquez_Proposed_Amendments_Package_Ord_2026-10.pdf](#)
[TI - Opinion - PD Agenda Item - 7-16-26.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.



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 21, 2026
SUBMITTED BY:	Gabriella Foster, Police
ITEM TYPE:	Recognitions
AGENDA SECTION:	PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION
SUBJECT:	TIPD Award Recipient – 2026 FDOT ELEE Award
BACKGROUND:	The ELEE program is a partnership between local and state law enforcement to address dangerous behaviors such as speeding, aggressive driving, and impaired driving. TIPD has participated in this annual partnership for the last five years and was most recently presented with the 2026 FDOT ELEE Award for continued dedication to keeping our roadways safe.
POLICY/PURPOSE:	To recognize the Treasure Island Police Department for their effort and involvement in the Enhanced Law Enforcement Engagement (ELEE) program.
STRATEGIC PLAN RELEVANCE:	GOAL 7: Preserve the City’s unique and high-quality neighborhoods.
ANALYSIS/DISCUSSION:	N/A
FUNDING:	N/A
MOTION:	

ATTACHMENTS:



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 21, 2026
SUBMITTED BY:	David Green, Finance
ITEM TYPE:	Contracts
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Contracts to Provide On-Call Disaster Debris Collection, Removal, Monitoring and Management Services
BACKGROUND:	Many areas of Pinellas County were significantly impacted by Hurricane Helene and Hurricane Milton to the extent where municipalities did not have adequate resources to effectively support and deliver debris-related services. On July 7, 2026, the City Commission approved an Interlocal Agreement with Pinellas County for cooperative procurements of Disaster Debris Collection & Removal services and Disaster Debris Monitoring & Management services. The interlocal agreement allows the city to enter into participation agreements with one or more of the contracted firms for these post disaster debris-related services, if needed.
POLICY/PURPOSE:	Award Participation Agreements to 6 consultants for on-call disaster debris-related services.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	The City of Treasure Island intends to establish on-call contracts that would be used only in the event of a disaster-related emergency, such as a storm, flood, or hurricane. These agreements would cover disaster debris-related services, including collection, removal, monitoring and management. Pinellas County secured these services through a cooperative purchasing process that is available for use by municipalities

within the County. The contracts would remain inactive unless and until a qualifying event occurs. Having these pre-event agreements in place will enable the City to pursue FEMA reimbursement for eligible disaster-related expenses.

Pinellas County awarded Contract 25-0644-RFP for Disaster Debris Collection & Removal Services to four firms:

1. AshBritt, Inc.
2. Ceres Environmental Services, Inc.
3. CrowderGulf Joint Venture, Inc.
4. DRC Emergency Services, LLC.

Pinellas County awarded Contract 22-0601-P for Disaster Debris Monitoring & Management Services to four firms:

1. Rostan Solutions, LLC
2. Tetra Tech, Inc.
3. Thompson Consulting Services, LLC
4. True North Emergency Management, LLC.

There is no financial obligation to the City unless and until services are requested following an event. To access a specific contractor's services, the city must enter into a Participation Agreement with that firm.

Participation Agreements were requested from all 8 firms. AshBritt and CrowderGulf Joint Venture declined due to overcommitments.

FUNDING:

There is no cost to the city at this time. Costs would only be incurred if an event occurs that requires the City to utilize the on-call contracted services.

MOTION:

I move to approve/reject Participation Agreements with the following contractors for as-needed, on-call disaster debris-related services:

Collection & Removal

1. Ceres Environmental Services, Inc.
2. DRC Emergency Services, LLC

Monitoring & Management

1. Rostan Solutions, LLC
2. Tetra Tech, Inc.
3. Thompson Consulting Services, LLC
4. True North Emergency Management, LLC

ATTACHMENTS:

PE ILA with PC Debris CRM&M.pdf
PE C&R Participant Agreement - Ceres.pdf
PE C&R Participant Agreement - DRC.pdf
PE M&M Participant Agreement - Rostan.pdf
PE M&M Participant Agreement - TetraTech.pdf
PE M&M Participant Agreement - Thompson.pdf
PE M&M Participant Agreement - True North.pdf

**INTERLOCAL AGREEMENT FOR DISASTER DEBRIS COLLECTION &
REMOVAL SERVICES AND DISASTER DEBRIS MONITORING &
MANAGEMENT SERVICES WITHIN GEOGRAPHIC PINELLAS COUNTY**

THIS AGREEMENT, is entered into by PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and the local government signing this Agreement ("MUNICIPALITY"), jointly referred to as "Parties".

Recitals

WHEREAS, the Parties are authorized to and do enter into this Agreement pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, the COUNTY procured disaster debris collection and removal services and disaster debris monitoring and management services by competitive proposals in compliance with 2 C.F.R. §200.318 through 200.326, and FEMA guidance, and awarded multiple contracts for debris collection and removal ("County Debris Removal Contract" No. 25-0644-RFP) as well as debris monitoring and management ("County Debris Monitoring Contract" No. 22-0601-P), collectively, "Contracts"; and

WHEREAS, the MUNICIPALITY recognizes that in the event of a major disaster, the MUNICIPALITY may be unable to timely effectuate debris collection using MUNICIPALITY staff and resources; and

WHEREAS, under the terms of the County Debris Removal Contract, Contractors will provide debris removal services within geographic Pinellas County, including upon roads for which the MUNICIPALITY has, by law or contract, the responsibility to remove debris should the MUNICIPALITY enter into this Agreement and subsequent agreement(s) with the Contractor(s) in accordance with a MUNICIPALITY's anticipated needs; and

WHEREAS, the Parties intend for the MUNICIPALITY to receive the benefits of the Contractors without exposing the COUNTY to any costs or expenses for the services rendered by the Contractors to the MUNICIPALITY; and

WHEREAS, under the terms of the County Debris Monitoring and Management Contract, Contractor(s) will provide debris monitoring services within geographic Pinellas County, including for the MUNICIPALITY provided the MUNICIPALITY enter into this Agreement and subsequent agreement(s) with the Contractor(s) in accordance with a MUNICIPALITY's anticipated needs; and

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged by all Parties, it is hereby agreed by and between the Parties as follows:

SECTION 1 INTENT OF THE PARTIES

1.1 This interlocal Agreement applies to COUNTY Contract Number 25-0644-RFP for Disaster Debris Removal and Collection Services and COUNTY Contract Number 22-0601-P for Disaster Debris Monitoring and Management Services.

SECTION 2 OBLIGATIONS OF THE COUNTY

2.1 The COUNTY has undertaken a competitive procurement process for disaster debris collection and removal services and disaster debris monitoring and management services, for which municipal representatives participated or had the opportunity to participate.

2.2 The scopes of work procured by the COUNTY provide comprehensive disaster debris collection and removal services and disaster debris monitoring and management services when required.

2.3 The tasks encompassed by the competitively procured contracts include Debris Clearance (First Push); Temporary Debris Storage and Reduction Sites/Management; Debris Removal; Hazardous Tree and Limb Removal; Hazardous Stump Removal; and Debris Monitoring and Management.

2.4. The COUNTY notified potential proposers in the competitive processes that the procurements were joint or cooperative procurements.

2.5 Within thirty (30) days of execution of any contract(s) pursuant to the aforementioned procurement process, if any, the COUNTY will notify the MUNICIPALITIES in writing and will host a cloud file sharing site where the MUNICIPALITIES will have access to the executed contracts, as well as any subsequent amendments thereto.

2.6 Should the MUNICIPALITY enter into a Participation Agreement(s) in substantially the same form as Exhibit A with the COUNTY's successful contractor(s):

- The COUNTY, within five (5) business days of a request by the MUNICIPALITY, will provide any necessary documentation to support the competitive nature of the procurement as required to assist the MUNICIPALITY in any claim for Public Assistance.
- Notwithstanding the foregoing, if a request is made by a MUNICIPALITY with five (5) days of a declaration of State of Emergency affecting Pinellas County, or at any time during a State of Emergency affecting the Pinellas County, the COUNTY has up to sixty (60) days to provide documentation supporting the competitive nature of the procurement in order to assist the MUNICIPALITY in any claim for Public Assistance.

2.7 The COUNTY will be responsible for seeking Public Assistance for disaster debris collection, removal, and monitoring as appropriate **only** for costs incurred by the COUNTY.

2.8 Nothing in this Agreement obligates the COUNTY to provide a debris management site (DMS) for use by the MUNICIPALITY or prevent the COUNTY and MUNICIPALITY from entering into separate agreements relating to DMS usage.

SECTION 3 OBLIGATIONS OF THE MUNICIPALITY

3.1 The MUNICIPALITY is solely responsible for determining that the COUNTY's competitive procurement process resulting in the award of Contracts meets and satisfies the MUNICIPALITY's procurement requirements, and requirements for any reimbursement, and is satisfied that the COUNTY's process complies with 2 C.F.R. §200.318 through 200.326 and FEMA guidance.

3.2 If the MUNICIPALITY decides to enter into an agreement with the Contractor(s) pursuant to the COUNTY's competitive procurement process or any subsequent emergency procurement process, it will do through Participation Agreement(s) substantially similar to that attached hereto as Exhibit A. Written notice of such participation must be provided to the COUNTY within five (5) business days of entering into such a contract.

3.3 The MUNICIPALITY is responsible for administering all aspects of Contracts it enters into with Contractor(s) pursuant to this Agreement and its participation agreement(s) including, but not limited to, contract administration for services rendered on its behalf.

3.4 The MUNICIPALITY agrees that the COUNTY's prioritization of debris collection, particularly as it relates to First Push, takes precedence over the MUNICIPALITY's prioritization.

3.5 The MUNICIPALITY is responsible for payment of disaster debris collection services and disaster debris monitoring and management services performed on behalf of the MUNICIPALITY pursuant to the MUNICIPALITY's contract with the Contractor(s).

3.6 The MUNICIPALITY is responsible for seeking Public Assistance from FEMA, or other entities as appropriate.

3.7 Unless otherwise agreed on by the COUNTY and MUNICIPALITY through written addendum or amendment, the MUNICIPALITY will be responsible for coordinating and ensuring debris collection and removal on the MUNICIPALITY's roads, properties within their solid waste collection areas, collection of debris on COUNTY roads within or abutting properties within the MUNICIPALITY's boundaries, collection of debris generated by MUNICIPAL residents regardless of road jurisdiction, and other property under the MUNICIPALITY's jurisdiction.

3.8 Unless otherwise agreed on by the COUNTY and MUNICIPALITY through written addendum or amendment, the MUNICIPALITY is responsible for collecting and removing disaster debris from rights-of-way abutting any unincorporated enclaves, and unincorporated property located within the MUNICIPALITY's boundaries, unless otherwise directed or arranged through a written agreement with the COUNTY.

3.9 The MUNICIPALITY will be responsible for identifying, authorizing, managing and restoring debris management site(s) (DMS) for the management of debris collected by the MUNICIPALITY. Authorization to utilize a COUNTY DMS will require written approval by the COUNTY.

SECTION 4 ADDITIONAL SERVICES

The Parties agree not to obtain or enter into agreements to obtain additional services with the Contractor(s) awarded the jointly or cooperatively procured disaster debris collection contracts and/or the disaster debris monitoring and management contract(s) by the COUNTY pursuant to COUNTY Contract Numbers 25-0644-RFP and 22-0601-P, except as expressly authorized by the COUNTY's Contract(s) or this Agreement.

SECTION 5 OFFICIAL NOTICE

All notices required by law or by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses:

COUNTY: Pinellas County Public Works
Kelli Hammer-Levy, Director
22211 U.S. Highway 19 North
Clearwater, FL 33765
klevy@pinellas.gov

MUNICIPALITY: See Contact Information on Signature page

[The remainder of this page was intentionally left blank]

SECTION 6 HOLD HARMLESS

The Parties agree to be responsible for their own actions taken pursuant to this Agreement and/or any agreement entered into pursuant hereto and additionally hold each other harmless should this Agreement or the procurements of disaster debris collection, removal, and/or monitoring services and the expenses incurred as a result be deemed to be insufficient to receive Public Assistance from FEMA, or any other related reimbursement. Nothing herein is intended to serve as a waiver of sovereign immunity by the Parties. Nothing herein shall be construed as consent by the Parties to be sued by third parties in any manner arising out of this Agreement.

SECTION 7 FILING WITH THE CLERK

Prior to its effectiveness, this Agreement and any subsequent amendments thereto must be filed with the Clerk of the Circuit Court of Pinellas County.

SECTION 8 EXECUTION, EFFECTIVE DATE, TERM AND TERMINATION

8.1 This Agreement may be signed in counterparts and will become effective as to each MUNICIPALITY after execution and upon filing with the Clerk of the Circuit Court of Pinellas County in accordance with Section 6 and shall remain in effect until canceled or until the termination of the agreements entered into by the COUNTY pursuant to the competitive procurements referenced herein, whichever is sooner.

8.2 This Agreement may be canceled for cause upon thirty (30) days written notice. For purposes of this section, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.

SECTION 9 TERMINATION OF DISASTER DEBRIS COLLECTION AGREEMENT

Nothing herein shall prevent any party hereto, including the COUNTY from terminating any disaster debris collection contracts or disaster debris monitoring and management contracts entered into pursuant to COUNTY Contracts, or any party to a Participation Agreement from terminating that agreement in accordance with the termination provisions of those contracts.

SECTION 10 ENTIRE AGREEMENT

This document embodies the whole agreement between the Parties. There are no promises, terms, conditions or allegations other than those contained herein, and this document shall supersede all previous communications, representations and/or agreements, whether written or verbal, between the Parties hereto concerning the cooperative procurement of disaster debris collection and disaster debris monitoring and management contracts.

SECTION 11 APPLICABLE LAW

This agreement shall be governed by the laws of the State of Florida. The Parties agree that venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Pinellas County, Florida.

IN WITNESS WHEREOF, the Parties hereto, governed by the laws of Florida, have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, with an effective date as set forth in Section 8.1 above.

PINELLAS COUNTY, by and
through its County Administrator

By: _____

Barry A. Burton
County Administrator

Legal review:

CITY OF TREASURE ISLAND

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

Ralf Brookes, City Attorney

(MUNICIPAL SEAL)

Contact Information for Notification

Name: _____

Title: _____

Address: *10451 Gulf Blvd, Treasure Island 33706*

Phone: *727-547-4575 x. 228*

E-mail: *cityclerk@mytreasureisland.org*

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION AND REMOVAL
SERVICES AS PART OF COUNTY CONTRACT 25-0644-RFP

This Agreement entered into this _____ day of July, 2026, by and between the City of Treasure Island, a municipal corporation of the State of Florida, whose address is 10451 Gulf Boulevard, Treasure Island, FL 33706, hereinafter called "CITY", and Ceres Environmental Services, Inc., an Incorporated Company whose address is 6371 Business Boulevard, Suite 100, Sarasota, FL 34240, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Contract 25-0644-RFP for Disaster Debris Collection and Removal Services ("County Contract"), the CITY desires to enter into a participation agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY as described in the RFP and County Contract.

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

1. This Agreement shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY," unless the context indicates otherwise.
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Emergency Contract, and to the satisfaction of the CITY or its duly authorized representative.
3. The CITY agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Emergency Contract.
4. This Agreement will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
5. This Agreement may be terminated by either party in accordance with the termination provisions set forth in the County Emergency Contract.

In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first written above.

CONTRACTOR
CERES ENVIRONMENTAL SERVICES, INC.

By: 

Print Name: TIA LAURIE

Title: CORPORATE SECRETARY

Date: JUNE 30, 2026

CITY OF TREASURE ISLAND

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____

(CITY SEAL)

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION AND REMOVAL
SERVICES AS PART OF COUNTY CONTRACT 25-0644-RFP

This Agreement entered into this _____ day of July, 2026, by and between the City of Treasure Island, a municipal corporation of the State of Florida, whose address is 10451 Gulf Boulevard, Treasure Island, FL 33706, hereinafter called "CITY", and DRC Emergency Services, LLC., whose address is 6702 Broadway Street, Galveston, TX 77554, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Contract 25-0644-RFP for Disaster Debris Collection and Removal Services ("County Contract"), the CITY desires to enter into a participation agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY as described in the RFP and County Contract.

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

1. This Agreement shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY," unless the context indicates otherwise.
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Emergency Contract, and to the satisfaction of the CITY or its duly authorized representative.
3. The CITY agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Emergency Contract.
4. This Agreement will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
5. This Agreement may be terminated by either party in accordance with the termination provisions set forth in the County Emergency Contract.

In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first written above.

CONTRACTOR

By:  _____
Print Name: Kristy Fuentes
Title: Vice President, Treasurer, Secretary
Date: 6/29/26

CITY OF TREASURE ISLAND

By: _____
Print Name: _____
Title: _____
Date: _____

ATTEST: _____

(CITY SEAL)

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS MONITORING AND MANAGEMENT
SERVICES AS PART OF COUNTY CONTRACT 22-0601-P

This Agreement entered into this _____ day of July, 2026, by and between the City of Treasure Island, a municipal corporation of the State of Florida, whose address is 10451 Gulf Boulevard, Treasure Island, FL 33706, hereinafter called "CITY", and Rostan Solutions, LLC, Valrico FL, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Contract 22-0601-P for Disaster Debris Monitoring and Management Services ("County Contract"), the CITY desires to enter into a participation agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY as described in the RFP and County Contract.

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

1. This Agreement shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY," unless the context indicates otherwise.
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Emergency Contract, and to the satisfaction of the CITY or its duly authorized representative.
3. The CITY agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Emergency Contract.
4. This Agreement will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
5. This Agreement may be terminated by either party in accordance with the termination provisions set forth in the County Emergency Contract.

In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first written above.

CONTRACTOR

By: 
Print Name: Travis Mays
Title: Principal/Vice President
Date: 06/29/2026

CITY OF TREASURE ISLAND

By: _____
Print Name: _____
Title: _____
Date: _____

ATTEST: _____

(CITY SEAL)

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS MONITORING AND MANAGEMENT
SERVICES AS PART OF COUNTY CONTRACT 22-0601-P

This Agreement entered into this _____ day of July, 2026, by and between the City of Treasure Island, a municipal corporation of the State of Florida, whose address is 10451 Gulf Boulevard, Treasure Island, FL 33706, hereinafter called "CITY", and Tetra Tech, Inc., Pasadena, CA, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Contract 22-0601-P for Disaster Debris Monitoring and Management Services ("County Contract"), the CITY desires to enter into a participation agreement for the services described therein; and

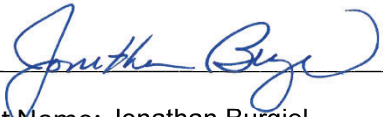
WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY as described in the RFP and County Contract.

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

1. This Agreement shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY," unless the context indicates otherwise.
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Emergency Contract, and to the satisfaction of the CITY or its duly authorized representative.
3. The CITY agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Emergency Contract.
4. This Agreement will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
5. This Agreement may be terminated by either party in accordance with the termination provisions set forth in the County Emergency Contract.

In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first written above.

CONTRACTOR

By: 

Print Name: Jonathan Burgiel

Title: Business Unit President

Date: June 30, 2026

CITY OF TREASURE ISLAND

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____

(CITY SEAL)

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS MONITORING AND MANAGEMENT
SERVICES AS PART OF COUNTY CONTRACT 22-0601-P

This Agreement entered into this _____ day of July, 2026, by and between the City of Treasure Island, a municipal corporation of the State of Florida, whose address is 10451 Gulf Boulevard, Treasure Island, FL 33706, hereinafter called "CITY", and Thompson Consulting Services, LLC, Maitland, FL, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Contract 22-0601-P for Disaster Debris Monitoring and Management Services ("County Contract"), the CITY desires to enter into a participation agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY as described in the RFP and County Contract.

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

1. This Agreement shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY," unless the context indicates otherwise.
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Emergency Contract, and to the satisfaction of the CITY or its duly authorized representative.
3. The CITY agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Emergency Contract.
4. This Agreement will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
5. This Agreement may be terminated by either party in accordance with the termination provisions set forth in the County Emergency Contract.

In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first written above.

CONTRACTOR

By: 
Print Name: Nathaniel Counsell
Title: Executive Vice President
Date: 6/29/2026

CITY OF TREASURE ISLAND

By: _____
Print Name: _____
Title: _____
Date: _____

ATTEST: _____

(CITY SEAL)

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS MONITORING AND MANAGEMENT
SERVICES AS PART OF COUNTY CONTRACT 22-0601-P

This Agreement entered into this _____ day of July, 2026, by and between the City of Treasure Island, a municipal corporation of the State of Florida, whose address is 10451 Gulf Boulevard, Treasure Island, FL 33706, hereinafter called "CITY", and True North Emergency Management, LLC, Arlington, TX, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Contract 22-0601-P for Disaster Debris Monitoring and Management Services ("County Contract"), the CITY desires to enter into a participation agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY as described in the RFP and County Contract.

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

1. This Agreement shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY," unless the context indicates otherwise.
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Emergency Contract, and to the satisfaction of the CITY or its duly authorized representative.
3. The CITY agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Emergency Contract.
4. This Agreement will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
5. This Agreement may be terminated by either party in accordance with the termination provisions set forth in the County Emergency Contract.

In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first written above.

CONTRACTOR

By: Victoria Kelley
Print Name: Victoria Kelley
Title: Senior Vice President
Date: 6/29/2026

CITY OF TREASURE ISLAND

By: _____
Print Name: _____
Title: _____
Date: _____

ATTEST: _____

(CITY SEAL)



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: July 21, 2026

SUBMITTED BY: Jessica Modrak, Finance

ITEM TYPE: Request to Commission

AGENDA SECTION: CONSENT AGENDA

SUBJECT: FY 2026 - 2027 Resilient Florida Local Cost Share
Commitment Letters

BACKGROUND:

The Resilient Florida Program is a statewide initiative administered by the Florida Department of Environmental Protection to help Florida communities prepare for and adapt to the impacts of flooding, sea level rise, storm surge, and other climate-related hazards.

The program provides funding to local governments, regional entities, and public agencies for projects that improve community resilience and reduce vulnerability to coastal and inland flooding. Through annual grant opportunities, the program supports both planning and implementation activities designed to protect critical infrastructure, natural resources, public safety, and economic assets.

POLICY/PURPOSE:

The City intends on submitting an application to FY 2026 - 2027 Resilient Florida Implementation Project. To submit and application, the City needs to provide an executed local cost share commitment letter acknowledging that 50% cost share for each project will be covered by the City.

Project: Utility Infrastructure Hardening – Lift Station Control Panel Retrofits: proposed mitigation improvements at Lift Stations 6, 7, 8, 9, 10 and 11

**STRATEGIC PLAN
RELEVANCE:**

Goal 1: Become an environmentally sustainable and resilient community
Objective 2: “Rise above” sea-level challenges
Bold Action 1: Update seawall and shoreline development codes

Goal 1: Protect City assets to sustain the future of Treasure Island
Objective 1: Assess status, and maintain City-owned infrastructure (seawalls, stormwater, sanitary sewer, roads and buildings)
Bold Action 1: Perform a City-wide municipal seawall assessment and develop a needs report for future funding
Bold Action 2: Replace failing seawalls with living shorelines where feasible

ANALYSIS/DISCUSSION:

The City was recently awarded \$250,000 through the Hurricane Loss Mitigation Program (HLMP) to harden Lift Stations 1, 2, 3, 5, and 12. Pursuing funding through the Resilient Florida Program would provide an opportunity to advance Phase II of the City’s lift station hardening initiative, which includes mitigation improvements at the remaining lift stations throughout the island. All of the City’s lift stations experienced significant impacts from Hurricane Helene, including damage from storm surge and saltwater intrusion. Securing additional grant funding will enhance the resiliency of this critical wastewater infrastructure, reduce the risk of future storm-related disruptions, and lessen the financial burden on local taxpayers. Combined, the HLMP and Resilient Florida funding opportunities would offset approximately 57% of the total project cost through grant assistance.

FUNDING:

Utility Infrastructure Hardening – Lift Station Control Panel Retrofits: The City is requesting \$182,445 in Resilient Florida funding. The City commits to covering the remaining \$235,245 in total project costs.

MOTION:

Move to approve the attached grant support letter and authorize the Mayor to execute the letter for inclusion in the grant application submission. This action does not constitute acceptance of grant funding, approval of project expenditures, or authorization of a budget amendment. Any grant award and associated local match requirements will be presented to the Commission at a future meeting for consideration and approval.

ATTACHMENTS:

Lift Station 2026 RF Grant Letter of Commitment - DRAFT.pdf
26-405 COTI PROP REV 1.pdf



Local Cost Share Commitment Letter
FY 2026–2027 Resilient Florida

July 8, 2026

Florida Department of Environmental Protection
Resilient Florida Program
3900 Commonwealth Blvd, MS 230
Tallahassee, FL 32303
Resilience@FloridaDEP.gov

RE: Letter of Local Cost Share Commitment for FY 2026–2027 Resilient Florida Implementation Project Application
Applicant: City of Treasure Island
Project: Utility Infrastructure Hardening – Lift Station Control Panel Retrofits

To Whom It May Concern:

The City of Treasure Island is committed to the proposed FY 2026–2027 Resilient Florida Implementation Project for mitigation improvements at Lift Stations 6, 7, 8, 9, 10, and 11.

The total estimated project cost is \$417,690, which includes:

- \$364,890 in eligible mitigation improvements; and
- \$52,800 in associated 1-for-1 replacement work, including replacement of electrical control components and related utility connections.

The City understands that the Resilient Florida program is a cost-reimbursement program and that the City must initially fund project costs and seek reimbursement for approved eligible expenses.

The City also understands that the estimated \$52,800 in 1-for-1 replacement work is not eligible for reimbursement under the Resilient Florida program and will be funded entirely by the City with local funds.

The City is requesting \$182,445 in Resilient Florida funding, 50% of eligible mitigation improvements. The City commits to covering the remaining \$235,245 in total project costs, including:

- \$52,800 in non-reimbursable 1-for-1 replacement work; and
- \$182,445 in eligible mitigation costs above the requested grant amount.

The City's local share and upfront project costs will be funded through the City's General Fund, supplemented if necessary, by other legally available municipal funds designated for wastewater infrastructure improvements and resiliency projects.

Upon notification of grant award, the City will pursue any necessary budget amendments and formally appropriate the required funding to support completion of the project. The City of Treasure Island affirms its financial commitment and capacity to complete the proposed project in accordance with grant requirements and subject to final funding approval.

Sincerely,

John Doctor
Mayor
City of Treasure Island



USA Voltage LLC, Electrical Contractors

11060 70th Ave. Seminole, FL33772

License EC13004856

727-798-9501

Job #26-405

REVISED PROPOSAL

7/2/2026

Customer Information:

City of Treasure Island

Attn: Jessica Modrak

Email: jmodrak@mytreasureisland.org

Project Information:

Lift Stations 6,7,8,9,10 & 11

Treasure Island, FL 33706

USA Voltage is pleased to present the below proposal. This proposal includes all labor, material and supervision to complete the below outlined scope of work.

SCOPE:

Install 6 1 for 1 replacement of lift stations 6,7,8,9,10 and 11:

- *Install customer supplied controls in an existing cabinet
- *Install new terminal blocks and wire connections in the terminal enclosure
- *Replace the Duke Energy meter socket
- *Install a safety switch ahead of the Duke meter
- *Install a safety switch after the Duke meter
- *Coordinate a Duke power shut down and reenergize
- *Connect temporary float to a portable pump while power is down

TOTAL FOR THIS SCOPE:

\$ 52,800.00

SCOPE:

Mitigate lift stations 6,7,8,9,10 and 11:

- *Demolition of existing enclosures, raceways, and select conductors
- *Install new concrete post, stainless steel uni-strut \$ 7,800.00
- *Install 1.5" seal-off fittings and raceway to prevent water intrusion \$ 15,000.00
- *Install 6P submersible enclosure \$ 223,200.00
- *Waterproof terminations \$ 1,290.00
- *Install 1-100 amp pin and sleeve receptacle for generator connection \$ 12,600.00
- *Install a remote concrete post for the generator receptacle \$ 1,800.00

Material:

\$ 261,690.00

Equipment Rental:

- *1 Mini Excavator \$ 13,200.00

Labor:

*Electrician #1	\$ 45,000.00
*Electrician #2	\$ 45,000.00
Total Labor:	\$ 90,000.00

TOTAL COST FOR 6 LIFT STATIONS	\$ 417,690.00
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TOTAL COST FOR 1 FOR 1 REPLACEMENT OF 6 LIFT STATIONS	\$ 52,800.00
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TOTAL COST TO MITIGATE 6 LIFT STATIONS	\$ 364,890.00
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TOTAL THIS PROJECT:	\$ 417,690.00
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Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 21, 2026
SUBMITTED BY:	Gary Volenec, Public Works
ITEM TYPE:	Resolutions
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Award of the construction contract for the Master Pump Station Replacement Project
BACKGROUND:	The City of Treasure Island solicited bids under INVITATION TO BID NO. 26-007 - Master Pump Station Construction from qualified, experienced contractors to furnish all labor, materials, equipment and services required for the construction of a new, below grade Master Pump Station replacement, and the demolition and removal of the existing Master Pump Station. Bids were opened on July 2, 2026, and six bids for the construction project were received for consideration. These were reviewed for completeness in adhering to the ITB requirements.
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 Gulf beaches play a large role in the community which prides itself as a waterfront destination that is enjoyed by thousands of visitors every year The purpose of this item is to award a contract for the construction of the new wastewater master pump station. The new facility will be located on the Public Works site on 108th Avenue.
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, and Infrastructure

ANALYSIS/DISCUSSION:

Based on the review for completeness in adhering to the ITB requirements, it was determined that Kamminga & Roodvoets had submitted the lowest price responsive bid. They are experienced in providing this scale and type of utility construction to meet the needs of the project. Staff also had the bid reviewed by the design consultants to ensure that the City's needs are being met while being sensitive to the funding constraints

FUNDING:

Funds for the construction of this project was included in the FY 2026 Budget in the overall total amount listed within account 420-5350-63451. The City has received an FDEP Grant for \$1.5M for the construction of the new facility, as well as a \$1.217M Federal Grant. Should additional funds be necessary, staff could seek low-interest funding through a State Revolving Fund (SRF) Loan, managed by the State of Florida for water infrastructure projects to complete the construction of the project.

The low bid for ITB No. 26-007 - Master Pump Station Construction was \$4,935,450, and including a contingency of 10% would bring the final construction budget to \$5,428,995. The City portion of the cost would total \$2,711,995 following Grant reimbursements.

MOTION:

I move that the City Commission Authorize the Award of the construction contract for the Master Pump Station Replacement Project to Kamminga & Roodvoets.

ATTACHMENTS:

[Agreement.pdf](#)
[Contract Addendum.pdf](#)
[Bid - K&R.pdf](#)
[Bid Tabulation.pdf](#)

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is dated as of this 21st day of July in the year 2026 by and between the City of Treasure Island ("Owner") and Kamminga & Roodvoets, Inc., who is registered and licensed to do business in the State of Florida ("Contractor"). Owner and Contractor hereby agree as follows:

ARTICLE 1—TERMS USED IN THIS AGREEMENT HAVE THE MEANINGS STATED IN THE GENERAL CONDITIONS AND THE SUPPLEMENTARY CONDITIONS. WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as the furnishing, delivering, and installing all materials, equipment, incidentals and services, including labor, for the Work, which generally includes, but is not necessarily limited to the Project described below in Article 2.

ARTICLE 2—THE PROJECT

- 2.01 **THE PROJECT, OF WHICH THE WORK UNDER THE CONTRACT DOCUMENTS IS A PART, IS GENERALLY DESCRIBED AS FOLLOWS: MASTER PUMP STATION CONSTRUCTION**
- 2.02 All Work for the Project shall be constructed in accordance with the Drawings and Specifications prepared by KIMLEY-HORN.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Kimley-Horn ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Kimley-Horn.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work, including any alternate if elected by the Owner, will be substantially complete within 365 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 60 calendar days after substantially complete.
- B. Parts of the Work shall be substantially completed on or before the following Milestone date:
1. None

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4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer direct financial and other losses if the Work is not completed within the Contract Times and Milestones are not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner **\$1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1,000** for each day that expires after such time until the Work is completed and ready for final payment.
 3. *Milestones*: Contractor shall pay the Owner a lump sum representing the balance of money from outside sources the Owner will forfeit if not expended within the timeframe provided in the Contract Documents. The Owner may use such amount owed as a set-off against payments owed to Contractor. These milestones are presented in Article 4.02.B above.
 4. Liquidated damages for failing to timely attain Milestones, if any, Substantial Completion, and final completion are not additive and will not be imposed concurrently.
- B. The Owner may deduct liquidated damages as described in this section from any unpaid amounts due to Contractor under this Contract.
- C. These amounts represent a reasonable estimate of Owner's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay.
- D. Any liquidated damages not deducted or set-off from any unpaid amounts due to Contractor shall be payable to the Owner, at the demand of the Owner, together with interest from the date of the demand at the maximum allowed interest rate.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for

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Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.
- D. The Owner may deduct special damages as described in this section from any unpaid amounts due to Contractor under this Contract.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item). The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
- B. For all Unit Price Work, at the unit prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Owner and Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner may make progress payments on the basis of Contractor's Applications for Payment in accordance with section 218.735, Fla. Stat. ("Florida's Prompt Payment Act") and Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract. All retainage shall comply with section 255.078, Florida Statutes. All payments shall comply with section 218.735, Fla. Stat. ("Florida's Prompt Payment Act").
 - 1. Prior to Substantial Completion, any progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **Ninety-Five** percent of Work completed (with the balance being retainage).
 - b. **Ninety-Five** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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2. Within 20 business days after developing a punch list of items to be completed or corrected prior to final payment, and after receipt of a proper invoice or payment request, the Owner shall pay Contractor the remaining balance , including any remaining retainage withheld by the Owner pursuant to section 255.078, Florida Statutes less an amount equal to 150 percent of the estimated cost to complete the items on the list.
 3. Upon completion of all items on the punch list of items to be completed or corrected prior to final payment, Contractor may submit a payment request for all remaining retainage withheld by the Owner pursuant to section 255.078, Florida Statutes. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract, the Owner may continue to withhold an amount not to exceed 150 percent of the total costs to complete such items.
- B. If Owner fails to develop a punch list of items to be completed or corrected prior to final payment, Contractor may submit a payment request for all remaining retainage withheld by Owner pursuant to section 255.078, Florida Statutes, and Owner must pay the contractor all remaining retainage previously withheld within 20 days after receipt of the payment request.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06. Contractor's acceptance of final payment from Owner shall constitute the Contractor's full waiver and release of the Owner.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Standard Contract Addendum.
 3. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 4. General Conditions.
 5. Supplementary Conditions.
 6. Measurement and Project Details.
 7. Drawings (not attached but incorporated by reference) bearing the following general title:
Master Pump Station Replacement ITB 26-007 Bid Set.
 8. Technical Specifications (not attached but incorporated by reference).
 9. Attachments (numbers 1 to 2, inclusive).
 10. Invitation to Bid 26-007.
 11. Bidder Qualification Statement.

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12. Instructions to Bidders.
 13. Contractor's Bid.
 14. Subcontractor list.
 15. Trench Safety Form.
 16. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto (samples of the forms are included):
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Permit Modifications and/or Amendments.
 - e. Contractor's Affidavit.
 - f. Warranty Bond, if any.
 17. All applicable provisions of state and federal law, which are incorporated by reference and included as if attached to this Contract, and any Modification, including all Change Orders, duly delivered after execution of Contract.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents, including the Contract Time, Contract Price, scope, specification, and details of the Project may only be modified by written agreement of the Parties.
1. *Written Change Orders on the Project.* Notwithstanding anything contained in the Contract Documents to the contrary, Owner's Project Manager and Engineer may at any time, by written order, make changes within the scope of the Work to be performed by Contractor under the Contract Documents. However, no such written order shall serve to increase the Contract Price, the Contract Time, or give Contractor any Claim for any compensation in addition to the Contract Price. If any such change would cause an increase in the Contract Price or Contract Time whether or not requested by Owner or initiated by Contractor, such change shall only be authorized in writing and if approved by Owner's City Commission at a duly noticed public meeting. In the event any change would result in an increase in the Contract Price or Contract Time, Contractor shall notify Owner within seven (7) days in writing. The written notice shall state in all capital, bold letters that the change order would result in an increase in the Contract Price and/or Contract Time and shall include a statement outlining the reasons for the change, a complete description of the change, and detailed description of products to be purchased and any back-up detail and documentation supporting the request. Such notice must be submitted and approved by Owner's City Commission at a duly noticed public meeting prior to performing any work contemplated by the change order. If Contractor proceeds with additional work prior to such approval or without providing the notice required herein strictly in accordance with the terms of this subsection, Contractor shall not receive any additional compensation for such work. Failure to agree to any adjustment shall be a dispute within the meaning of the Contract Documents.

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2. *Contractor's Assent.* The execution of a change order by the Contractor shall be conclusive evidence of the Contractor's agreement to the ordered changes in the work, this Agreement as thus amended, the Contract Price, or the Contract Time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any Claim against the City for additional time or compensation for matters relating to, arising out of, or resulting from the work included within or affected by the executed Change Order of which the Contractor knew or should have known.
3. *No Stoppage of Work.* Notwithstanding the foregoing, nothing in this clause shall excuse Contractor from proceeding with the Agreement as changed except for those changes which would increase the Contract Price.
4. *Representative.* Owner's Project Manager and Engineer are the only Owner representatives authorized to make changes to this Agreement, and only if such change does not serve to increase the Contract Price, the Contract Time, or change the scope of services. Any instructions, written or oral, given to Contractor by someone other than the Owner designated representatives, listed above, that represent a change in the Project or any of its terms, will not be considered as an authorized change. Any action on the part of Contractor taken in compliance with such instructions will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to state, federal and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the General and Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the General and Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 5. Contractor has considered that it has carefully examined, satisfied itself as to the conditions and limitations under which the Work is to be performed, including without limitation 1) the location, layout, and nature of the Site and surrounding areas, 2) generally occurring climate and weather conditions, and 3) anticipated labor, supply and costs; and 4) availability of materials, tools, and equipment and other similar issues.

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6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.
12. Contractor accepts assignment of responsibilities for Owner direct procurement items as described in the Tax Savings Provision in the Instructions to Bidders.

ARTICLE 9 – PROJECT FUNDING

- 9.01 Contractor acknowledges and agrees that payments made under this Agreement will be funded with public funds. Contractor shall ensure that all use of funds under this Agreement complies with all applicable laws, regulations, and guidelines governing the use of public monies.
- A. DBE Policy: The contractor and subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such remedy as the Owner deems appropriate.
 - B. Contractor understands that the funding is dependent on completion of Work within the Contract Times and the Milestones and the Contractor agrees to complete the Work within the Contract Times and Milestones. Should the Contractor fail to complete the Work within the Contract Times and Milestones, the Contractor agrees the provisions of Article 4 above shall apply.

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- C. No member, officer or employee of Contractor during this Contract or 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. Moreover, this provision must be inserted in any subcontracts for the Work.
- D. Contractor shall not employ unauthorized aliens in violation of section 274(e) of the Immigration and Naturalization Act. If Contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Contract.
- E. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and all of its officers, agents, and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and person employed or utilized by the Contractor in the performance of this Contract. This indemnification provision shall survive termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Owner's sovereign immunity.
- F. A person or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- G. A person or affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- H. Contractor shall notify the Owner if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of this Contract. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.
- I. Contractor agrees to include the above provision (E.) in its subcontracts for those who perform Work in connection with this Contract.

ARTICLE 10 – TERMINATION OR SUSPENSION

10.01 Termination

- A. The Contract may be terminated by the Owner or Contractor as provided in Article 16 of the General Conditions.

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10.02 *Suspension by Owner*

- A. The Work may be suspended by the Owner as provided in Article 16 of the General Conditions.

ARTICLE 11 – MISCELLANEOUS

11.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions.

11.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this Contract to the State of Florida for any political subdivision, municipality, special district, or authority thereof without Contractor's consent and without recourse.

11.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- B. This Contract is solely for the benefit of the parties and no right or privilege or cause of action shall by reason hereof accrue upon to, or for the benefit of any third party. Nothing in this Contract is intended or will be construed to confer upon or give any person, corporation, partnership, trust, private entity, or agency any right, remedy, or claim under or by reason of this Contract or any provisions or conditions of this Contract.

11.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- B. Neither the validity of this Contract nor the validity of any portion of it may be challenged by any party to this Contract, and each party waives any right to initiate such challenge. Furthermore, if this Contract or any portion is challenged by a third party in a judicial, administrative, or appellate proceeding (each party covenanting with the other party not to initiate, encourage, foster, promote, cooperate with or acquiesce to such challenge), the parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decisions invalidating this Contract or portion thereof.

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11.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- B. Contractor shall pay promptly and before final payment, any claims or liens incurred in and about this work, and to execute a Contractor's affidavit for final payment.

11.06 *Other Provisions*

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

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- B. The Owner and Contractor agree that this Contract shall be governed by applicable Florida Law. Venue for any legal action in connection with this Contract shall be in the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County. In any claim dispute procedure or litigation arising from this Contract, each party shall be solely responsible for paying its attorney's fees and costs.
- C. Each party to this Contract has had the benefit of representation by counsel and equal input into drafting this Contract such that no provision of this Contract shall be strictly construed against one party as the draft of the Contract.
- D. The headings and captions of articles, sections and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.
- E. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Contractor on behalf of the Owner, Contractor shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the Owner to perform the work contemplated by this Contract; (b) upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Contract, if Contractor does not transfer the records to the Owner in accordance with (d) below; and (d) upon completion or termination of this Contract, (i) if the Owner, in its sole and absolute discretion, requests that all Public Records in possession of Contractor be transferred to the Owner, Contractor shall transfer, at no cost, to the Owner, all Public Records in possession of Contractor within thirty (30) days of such request or (ii) if no such request is made by the Owner, Contractor shall keep and maintain the Public Records required by the Owner to perform the work contemplated by this Contract. If Contractor transfers all Public Records to the Owner pursuant to (d)(i) above, Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the Owner and provide the Owner with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Contractor keeps and maintains Public Records pursuant to (d)(ii) above, Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology of the Owner. If Contractor does not comply with a Public Records request or does not comply with a Public Records request within a reasonable amount of time, the Owner may terminate this Contract and/or pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Contractor is acting on behalf of the Owner.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

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THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City Clerk, (727) 547-4575 ext. 229; cityclerk@mytreasureisland.org, and City Hall, 10451 Gulf Blvd., Treasure Island, FL, 33706.

- F. This Agreement sets forth the entire agreement between the Parties as to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, bids, and/or understandings. There are no understandings, representations, warranties, or agreements with respect to the subject matter hereof unless set forth explicitly in this Agreement.
- G. The parties represent and warrant that each is authorized to enter into this Agreement without the 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.
- H. 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. 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.
- I. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on the date duly approved by the City Commission (which is the Effective Date of the Contract).

Owner:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Charles Van Zant
(typed or printed)

Title: City Manager
(typed or printed)

Attest: _____
(individual's signature)

Title: City Clerk
(typed or printed)

Address for giving notices:
10451 Gulf Blvd.
Treasure Island, FL 33706

Designated Representative:

Name: Gary Volenec
(typed or printed)

Title: Director of Public Works
(typed or printed)

Address:
10451 Gulf Blvd.
Treasure Island, FL 33607

Phone: 727-457-4545 x251

Email: gvolenec@mytreasureisland.org

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

Contractor to attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

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CITY OF TREASURE ISLAND, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS ADDENDUM modifies that certain contract for services made and entered into this 21st day of July, 2026, by and between the CITY OF TREASURE ISLAND, a Florida municipality, hereinafter referred to as the “City”, and Kamminga & Roodvoets, Inc. hereinafter referred to as “Contractor”, concerning that certain agreement dated the 21st day of July, 2026 (“Agreement”) and titled Agreement Between Owner and Contractor for Construction Contract (Stipulated Price).

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth a limited waiver of sovereign immunity for tort liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms required by Sections 282.3185(5) and (6) Fla. Stat. related to data management and Section 287.05701 Fla. Stat. related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Florida Statutes contains a list of “foreign countries of concern” including, 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 Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern”. Any entity that does business with a state agency or political subdivision (subject to certain dollar amounts) must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, Section 787.06(13), Fla. Stat. provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute; and

WHEREAS, pursuant to Section 252.505, Florida Statutes, each local government contract for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or

after July 1, 2025, must include a provision that requires a vendor or service provider that breaches such contract during an emergency recovery period to pay a \$5,000 penalty and damages; and

WHEREAS, 2 CFR Part 200 establishes the uniform guidance for managing federal awards, covering administrative requirements, cost principles, and audit standards for non-federal entities and specifies contract provisions for non-federal entity contracts under federal awards; and

WHEREAS, 2 CFR Part 1500 establishes the Environmental Protection Agency's (EPA) adoption and supplementation of the uniform administrative requirements, cost principles, and audit requirements for federal awards, aligning with 2 CFR Part 200.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. Public Records Compliance. City and Contractor agree that Contractor does not have the authority to contractually bind the City in any manner. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

(1) Keep and maintain public records required by the public agency to perform the service.
(2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

(4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(5) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

City Clerk/Public Records Custodian
cityclerk@mytreasureisland.org
Phone: 727-547-4575 x 222
10451 Gulf Blvd.
Treasure Island, FL 33706
Fax: 727-547-4582

3. Public Records Compliance. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Pinellas County Circuit Court on an expedited basis to enforce the requirements of the previous section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Fla. Stat. "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Fla. Stat., as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Fla. Stat., prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Fla. Stat., or is engaged in a boycott of Israel. Section 287.135(2)(b), Fla. Stat., further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Fla. Stat., or the company is engaged in business operations in Cuba or Syria. The Contractor and City acknowledge that the amount of the contract is less than \$1,000,000. Accordingly, Contractor hereby certifies that Contractor is not listed on the Scrutinized Companies that Boycott Israel List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Fla. Stat., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been

placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has 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 has been engaged in business operations in Cuba or Syria.

8. Disclosure Requirements for "Foreign Countries of Concern". If applicable, Contractor shall comply with the disclosure requirements set forth in Section 286.101 (3) (a), Fla. Stat., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the 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. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to Section 268.101(7), Fla. Stat.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the State of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Pinellas County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement. Both parties waive any right to file an action, suit or proceeding in Federal Court or remove any action, suit or proceeding to Federal Court.

10. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

11. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the City if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

12. Data Management; Notice of Breach. Contractor shall cooperate with the City and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the City must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

13. Environmental and Social Government and Corporate Activism. The City has not given preference or requested documentation from the Contractor based on Contractor's social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor's social, political or ideological interests.

14. Taxes. The City shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the City is exempt from same by Florida law, including but not limited to any sales or use tax.

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as 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 Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

16. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Treasure Island for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Treasure Island for review or approval.

18. Breach of Agreement for Goods or Services Related to Emergency Response for Natural Disaster Pursuant to Section 252.505, Florida Statutes. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages in addition to any other consequential damages or liquidated damages that may otherwise be due under the terms of the agreement.

19. Equal Employment Opportunity. During the performance of this contract, the Contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or

transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or

local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

20. Compliance with the Davis-Bacon Act.

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor (see Exhibit 1).

(3) Additionally, contractors are required to pay wages not less than once a week.

21. Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

22. Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The EPA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

23. Clean Air Act. The Contractor 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 Contractor 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 Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by EPA.

24. Water Pollution Control Act. The Contractor 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 Contractor 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 Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by EPA.

25. 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 Contractor is required to verify that none of the Contractor'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 Contractor 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 Contractor 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.

26. Byrd Anti-Lobbying Amendment, as amended, 31 U.S.C. § 1352. Contractors 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.

27. Access to Records. The Contractor agrees to provide the City, the EPA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examination, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the EPA 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 Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the EPA Administrator or the Comptroller General of the United States.

28. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that EPA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, EPA policies, procedures, and directives.

29. 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, or any other party pertaining to any matter resulting from the contract.

30. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

31. Nondiscrimination. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 40

CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

32. American Iron and Steel. The Contractor acknowledges to and for the benefit of the City of Treasure Island (“Purchaser”) and the Florida Department of Environmental Protection (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel,” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

33. Build America Buy America. Pursuant to the Build America, Buy America Act (BABA), enacted as part of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, 41 U.S.C. § 8301 note, the Federal Financial Assistance used to fund this infrastructure project is required to apply a domestic content procurement preference (the “Buy America Preference” or “BAP”) for all construction, alteration, maintenance, or repair of infrastructure, including buildings and real property, unless application of the BAP has been waived by EPA. Contractor must comply with the requirements of the Build America, Buy America Act (BABA) 41 USC 8301 note, and all applicable rules and notices, as may be amended.

34. Procurement of Recovered Materials. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at Comprehensive Procurement Guideline (CPG) Program | US EPA. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

35. 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 Contractor 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 Contractor 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 Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor 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 Contractor 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 Contractor 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 Contractor shall insert the substance of this clause, including this paragraph E, in all subcontracts and other contractual instruments.

36. Domestic Preferences for Procurements. The Contractor 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.

37. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

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Superseded General Decision Number: FL20250139

State: Florida

Construction Type: Heavy

Counties: Pasco and Pinellas Counties in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Modification Number Publication Date
0 01/02/2026

ELEC0915-003 12/01/2025

	Rates	Fringes
ELECTRICIAN.....	\$ 36.23	15.93

ENGI0487-034 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1		
150 ton lattice, 250 ton		
hydro, friction, tower		
and luffing cranes, 300+		
ft boom.....	\$ 39.01	16.85
Group 2		
Lattice under 150 ton,		
100 ton up to 250 ton		
hydro cranes.....	\$ 38.01	16.85
Group 3		
Cranes not described		
above, Drill Rig,		
Horizontal Directional		
Drill Operator,		
Horizontal Direction		
Drill Locator.....	\$ 37.01	16.85

Journeyman Oiler shall be paid: 90% of Group 3's rate.

IRON0397-006 07/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 35.25	17.32

LAB00517-002 05/01/2023

	Rates	Fringes
LABORER: Grade Checker.....	\$ 22.61	11.59

PAIN0088-008 06/01/2021

	Rates	Fringes
PAINTER: Brush, Roller and		
Spray.....	\$ 20.21	12.38

	Rates	Fringes
CARPENTER.....	\$ 14.95	2.92
CEMENT MASON/CONCRETE FINISHER...	\$ 14.77	3.50
LABORER: Common or General.....	\$ 9.26	0.00
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer.....	\$ 11.33	0.00
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44
OPERATOR: Backhoe/Excavator.....	\$ 15.60	0.00
OPERATOR: Bulldozer.....	\$ 17.00	0.00
OPERATOR: Grader/Blade.....	\$ 16.00	2.84
OPERATOR: Loader.....	\$ 14.75	0.00
OPERATOR: Mechanic.....	\$ 14.32	0.00
OPERATOR: Roller.....	\$ 10.76	0.00
OPERATOR: Scraper.....	\$ 11.00	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 11.00	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21	1.97

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA?", or "SC?" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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" END OF GENERAL DECISION

CITY OF TREASURE ISLAND MASTER PUMP STATION REPLACEMENT BID FORM					
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	BID PRICE
I. GENERAL - G					
G-1.1	Mobilization	1	LS	\$307,025.00	\$ 307,025.00
G-2.1	Temporary Traffic Control	1	LS	\$15,000.00	\$ 15,000.00
G-3.1	Erosion and Sediment Control	1	LS	\$12,500.00	\$ 12,500.00
G-4.1	Preconstruction Video	1	LS	\$500.00	\$ 500.00
G-5.1	Bypass Pumping	1	LS	\$95,000.00	\$ 95,000.00
G-6.1	Record Drawings (As-Built + O&M)	1	LS	\$18,000.00	\$ 18,000.00
G-7.1	Demolition, Clearing and Grubbing	1	LS	\$158,200.00	\$ 158,200.00
SUBTOTAL					\$ 606,225.00
II. SANITARY SEWER - GRAVITY - S					
S-1.1	Polymer Concrete Terminal Manhole	1	EA	\$37,000.00	\$ 37,000.00
S-1.2	Polymer Concrete Doghouse Manhole	1	EA	\$36,000.00	\$ 36,000.00
S-2.1	Connect to Existing Manhole D32, Plugging Invert, and Calcium Aluminate Liner	1	LS	\$10,000.00	\$ 10,000.00
S-3.1	24" PVC C900 DR18 Pipe Sanitary Sewer Pipe	100	LF	\$430.00	\$ 43,000.00
S-4.1	Existing Gravity Sewer Cut, Plug and Grout Fill	20	CY	\$300.00	\$ 6,000.00
SUBTOTAL					\$ 132,000.00
III. LIFT STATION - L					
L-1.1	Excavatable Flowable Fill	800	CY	\$255.00	\$ 204,000.00
L-2.1	Potable Water Service Fill/Washdown Assembly, 2" Water Main and 2" Camlock, Hose Bib Assembly, Fittings, and Restraints	1	LS	\$9,500.00	\$ 9,500.00
L-3.1	Polymer Concrete Wet Well (12 Ft Diameter X 25 Ft Depth)	1	LS	\$850,000.00	\$ 850,000.00
L-3.2	Concrete Tremie Plug	65	CY	\$300.00	\$ 19,500.00
L-4.1	Polymer Concrete Wet Well Slab Top Including Installation of Aluminum H-20 Rated Access Hatch with Flood Tight Lid and Safety Grating	1	LS	\$17,500.00	\$ 17,500.00
L-5.1	Submersible Pumps (3) and Controls, Including Aluminum H-20 Rated Access Hatches, Pressure (Level) Transducer, Guide Rails, Brackets, Floats and Wall Supports	1	LS	\$1,500,000.00	\$ 1,500,000.00
L-6.1	HIBOCS-200 Odor Control System	1	LS	\$190,000.00	\$ 190,000.00
L-7.1	12" ABB Electromagnetic Flowmeter FEx600 Series	1	LS	\$40,000.00	\$ 40,000.00
L-8.1	Stanchion Flange Pipe Supports	5	EA	\$1,000.00	\$ 5,000.00
L-9.1	Vinyl Coated Chain Link Fence and Access Gate	230	LF	\$57.00	\$ 13,110.00
L-10.1	2" Air Release Valve (Aboveground)	1	EA	\$9,500.00	\$ 9,500.00
L-11.1	Concrete Bollards	2	EA	\$1,300.00	\$ 2,600.00
L-12.1	1" SCH80 PVC Pipe, Including Fittings and Restraints	30	LF	\$12.00	\$ 360.00
L-12.2	2" SCH80 PVC Pipe, Including Fittings and Restraints	220	LF	\$45.00	\$ 9,900.00
L-12.3	8" SCH80 PVC Pipe, Including Fittings and Restraints	60	LF	\$112.00	\$ 6,720.00
SUBTOTAL					\$ 2,877,690.00
IV. PRESSURE PIPE - F					
F-1.1	8" HDPE DR 11 DIPS Riser Pipe	70	LF	\$220.00	\$ 15,400.00
F-1.2	12" PVC C900 DR 18 Force Main (Open Cut) Including Labor, Materials, Excavation, Dewatering, Bedding, Backfill, Compaction, Testing, and Equipment	120	LF	\$330.00	\$ 39,600.00
F-2.1	8" DI Check Valve, FL	3	EA	\$6,250.00	\$ 18,750.00
F-2.2	8" DI Plug Valve, FL	3	EA	\$5,200.00	\$ 15,600.00
F-2.3	12" DI Plug Valve, MJ	4	EA	\$9,250.00	\$ 37,000.00
F-2.4	12" DI Plug Valve, FL	1	EA	\$8,250.00	\$ 8,250.00
F-3.1	8" DI Fitting - 45 Deg Bend, FL	6	EA	\$1,900.00	\$ 11,400.00
F-3.2	8" DI Fitting - Flanged Adapter	6	EA	\$1,250.00	\$ 7,500.00
F-3.3	8" x 12" DI Fitting - Tee, FL	3	EA	\$6,300.00	\$ 18,900.00
F-3.4	12" x 12" DI Fitting - Tee, FL	1	EA	\$6,950.00	\$ 6,950.00
F-3.5	12" DI Fitting - 90 Deg Bend, FL	1	EA	\$4,800.00	\$ 4,800.00
F-3.6	12" DI Fitting - 90 Deg Bend, MJ	3	EA	\$2,950.00	\$ 8,850.00
F-3.7	12" DI Fitting - 45 Deg Bend, MJ	2	EA	\$2,400.00	\$ 4,800.00
F-3.8	12" DI Fitting - 22.5 Deg Bend, MJ	1	EA	\$2,150.00	\$ 2,150.00
F-3.9	12" x 18" DI Fitting - Reducer, MJ	1	EA	\$3,500.00	\$ 3,500.00
F-3.10	12" DI Fitting - Tee, MJ	2	EA	\$3,300.00	\$ 6,600.00
F-4.1	Connect to Existing 18" Force Main, Including Wye, Plug Valve, Line Stops, and Temporary Equipment/Piping	1	LS	\$110,000.00	\$ 110,000.00
F-5.1	Existing 18" Force Main Cut, Plug and Grout Fill	1	LS	\$9,500.00	\$ 9,500.00
F-6.1	6" Camlock Assembly	1	EA	\$4,400.00	\$ 4,400.00
F-7.1	12" DI Class 53 Pipe	15	LF	\$1,010.00	\$ 15,150.00
SUBTOTAL					\$ 349,100.00
V. ELECTRICAL - E					
E-1.1	Electrical/Instrumentation & Controls	1	LS	\$352,000.00	\$ 352,000.00
E-2.1	Backup Generator, Enclosure, and Diesel Storage Tank	1	LS	\$197,000.00	\$ 197,000.00
SUBTOTAL					\$ 549,000.00
VI. STORM DRAINAGE - D					
D-1.1	Furnish and Install Stormwater Grate Inlet	1	EA	\$7,250.00	\$ 7,250.00
SUBTOTAL					\$ 7,250.00
VII. STRUCTURAL - T					
T-1.1	Flow Meter Vault with Pipe Penetration, Top Slab and Aluminum Hatch Assembly with Flood Tight H-20 Lid	1	LS	\$9,000.00	\$ 9,000.00
T-2.1	Miscellaneous Concrete	20	CY	\$600.00	\$ 12,000.00
T-3.1	Concrete Driveway Including Curb and Gutter	45	CY	\$550.00	\$ 24,750.00
T-4.1	Elevated Platform	1	LS	\$176,000.00	\$ 176,000.00
T-4.2	Prefabricated Electrical Building	1	LS	\$159,000.00	\$ 159,000.00
SUBTOTAL					\$ 380,750.00
VIII. SURFACE RESTORATION - C					
C-1.1	Full Road Restoration	80	SY	\$170.00	\$ 13,600.00
C-2.1	Mill and Resurface	275	SY	\$47.00	\$ 12,925.00
C-3.1	Sodding	130	SY	\$15.00	\$ 1,950.00
SUBTOTAL					\$ 28,475.00
IX. MISCELLANEOUS - M					
M-1.1	Site Area Gravel - 57 Stone	60	SY	\$41.00	\$ 2,460.00
M-2.1	Removal and Replacement of Unsuitable Material, Including Limerock, Brick, Concrete, Mucky Sand	10	CY	\$250.00	\$ 2,500.00
SUBTOTAL					\$ 4,960.00
MASTER PUMP STATION REPLACEMENT SUBTOTAL					\$ 4,935,450.00
10% CONTINGENCY					\$ 493,545.00
TOTAL					\$ 5,428,995.00

COMPANY NAME:

Kamminga & Roodvoets, Inc.

FILLABLE CELLS

CITY OF TREASURE ISLAND
SOLICITATION NUMBER: ITB 26-007
MASTER PUMP STATION CONSTRUCTION
BID OPENING: 7/2/2026, 1PM

BIDDER	BID AMOUNTS
Cathcart Construction Co	\$ 8,212,587.01
TLC Diversified	\$ 6,078,600.00
C+T Contracting Services	\$ 7,236,460.00
Midsouth Inc.	\$ 7,698,665.70
Marolf	\$ 6,187,426.85
Kamings + Rodvoets	\$ 5,428,995.00
	\$
	\$
	\$
	\$



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 21, 2026
SUBMITTED BY:	Gary Volenec, Public Works
ITEM TYPE:	Resolutions
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Award of the construction contract for the 108th Avenue Seawall Replacement Project
BACKGROUND:	The City of Treasure Island solicited bids under INVITATION TO BID NO. 26-012 - 108th Avenue Seawall Replacement from qualified, experienced contractors to furnish all labor, materials, equipment and services required for the construction of a replacement seawall to replace the aging facility. It is important to construct the replacement seawall in advance of the major redevelopment of the property for the Public Safety Facility and the new Public Works Garage and yard. Bids were opened on July 9, 2026, and 11 bids for the construction project were received for consideration. These were reviewed for completeness in adhering to the ITB bid submittal requirements. The low bidder was found to be nonresponsive so staff shifted focus to the next lowest bidder, Enterprise Marine Contractors.
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 Gulf beaches play a large role in the community which prides itself as a waterfront destination that is enjoyed by thousands of visitors every year. The purpose of this item is to award a contract for the construction of the 108th Avenue Seawall replacement. The

seawall is located along the City property of the former City Hall, Police and Fire Stations, and the Public Works site on 108th Avenue. The seawall cap will be constructed to elevation 5.0 in keeping with the City's policy to address potential sea level rise.

**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, and Infrastructure

ANALYSIS/DISCUSSION:

Based on the review for completeness in adhering to the ITB requirements, it was determined that Enterprise Marine Contractors, Inc. had submitted the lowest price responsive bid. They are experienced in providing seawall construction in the Tampa Bay area and can meet the needs of the City for this important project.

FUNDING:

Funds for the construction of this project were included in the overall total amount listed within account 001-5410-63741.

The low bid for ITB No. 26-012 - 108th Avenue Seawall Replacement was \$547,575, which includes a \$15,000 allowance for fill material to restore grades behind the seawall.

MOTION:

I move that the City Commission Authorize the Award of the construction contract for the 108th Avenue Seawall Replacement Project to Enterprise Marine Contractors, Inc.

ATTACHMENTS:

[Agreement.pdf](#)
[Contract Addendum.pdf](#)
[Bid - Enterprise Marine.pdf](#)
[Bid Tabulation.pdf](#)

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is dated as of _____ day of _____ in the year 2026 by and between the City of Treasure Island ("Owner") and _____, who is registered and licensed to do business in the State of Florida ("Contractor"). Owner and Contractor hereby agree as follows:

ARTICLE 1—TERMS USED IN THIS AGREEMENT HAVE THE MEANINGS STATED IN THE GENERAL CONDITIONS AND THE SUPPLEMENTARY CONDITIONS. WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as the furnishing, delivering, and installing all materials, equipment, incidentals and services, including labor, for the Work, which generally includes, but is not necessarily limited to the Project described below in Article 2.

ARTICLE 2—THE PROJECT

- 2.01 THE PROJECT, OF WHICH THE WORK UNDER THE CONTRACT DOCUMENTS IS A PART, IS GENERALLY DESCRIBED AS FOLLOWS: 108TH AVENUE SEAWALL REPLACEMENT

ARTICLE 3—NOT USED

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work, including any alternate if elected by the Owner, will be substantially complete within 180 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 60 calendar days after substantially complete.
- B. Parts of the Work shall be substantially completed on or before the following Milestone date:
1. None

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer direct financial and other losses if the Work is not completed within the Contract Times and Milestones are not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

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1. *Substantial Completion:* Contractor shall pay Owner **\$1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1,000** for each day that expires after such time until the Work is completed and ready for final payment.
 3. *Milestones:* Contractor shall pay the Owner a lump sum representing the balance of money from outside sources the Owner will forfeit if not expended within the timeframe provided in the Contract Documents. The Owner may use such amount owed as a set-off against payments owed to Contractor. These milestones are presented in Article 4.02.B above.
 4. Liquidated damages for failing to timely attain Milestones, if any, Substantial Completion, and final completion are not additive and will not be imposed concurrently.
- B. The Owner may deduct liquidated damages as described in this section from any unpaid amounts due to Contractor under this Contract.
- C. These amounts represent a reasonable estimate of Owner's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay.
- D. Any liquidated damages not deducted or set-off from any unpaid amounts due to Contractor shall be payable to the Owner, at the demand of the Owner, together with interest from the date of the demand at the maximum allowed interest rate.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.
- D. The Owner may deduct special damages as described in this section from any unpaid amounts due to Contractor under this Contract.

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ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item). The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Owner.
- B. For all Unit Price Work, at the unit prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner may make progress payments on the basis of Contractor's Applications for Payment in accordance with section 218.735, Fla. Stat. ("Florida's Prompt Payment Act") and Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract. All retainage shall comply with section 255.078, Florida Statutes. All payments shall comply with section 218.735, Fla. Stat. ("Florida's Prompt Payment Act").
 - 1. Prior to Substantial Completion, any progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **Ninety-Five** percent of Work completed (with the balance being retainage).
 - b. **Ninety-Five** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - 2. Within 20 business days after developing a punch list of items to be completed or corrected prior to final payment, and after receipt of a proper invoice or payment request, the Owner shall pay Contractor the remaining balance, including any remaining retainage withheld by the Owner pursuant to section 255.078, Florida Statutes less an amount equal to 150 percent of the estimated cost to complete the items on the list.
 - 3. Upon completion of all items on the punch list of items to be completed or corrected prior to final payment, Contractor may submit a payment request for all remaining retainage

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withheld by the Owner pursuant to section 255.078, Florida Statutes. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract, the Owner may continue to withhold an amount not to exceed 150 percent of the total costs to complete such items.

- B. If Owner fails to develop a punch list of items to be completed or corrected prior to final payment, Contractor may submit a payment request for all remaining retainage withheld by Owner pursuant to section 255.078, Florida Statutes, and Owner must pay the contractor all remaining retainage previously withheld within 20 days after receipt of the payment request.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as provided in said Paragraph 15.06. Contractor's acceptance of final payment from Owner shall constitute the Contractor's full waiver and release of the Owner.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Standard Contract Addendum.
 - 3. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Measurement and Project Details.
 - 7. Drawings (not attached but incorporated by reference).
 - 8. Technical Specifications (not attached but incorporated by reference).
 - 9. Attachments (number 1, inclusive).
 - 10. Invitation to Bid 26-012.
 - 11. Bidder Qualification Statement.
 - 12. Instructions to Bidders.
 - 13. Contractor's Bid.
 - 14. Subcontractor list.
 - 15. Trench Safety Form.
 - 16. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto (samples of the forms are included):
 - a. Notice to Proceed.

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- b. Work Change Directives.
 - c. Change Orders.
 - d. Permit Modifications and/or Amendments.
 - e. Contractor's Affidavit.
 - f. Warranty Bond, if any.
17. All applicable provisions of state and federal law, which are incorporated by reference and included as if attached to this Contract, and any Modification, including all Change Orders, duly delivered after execution of Contract.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents, including the Contract Time, Contract Price, scope, specification, and details of the Project may only be modified by written agreement of the Parties.
1. *Written Change Orders on the Project.* Notwithstanding anything contained in the Contract Documents to the contrary, Owner's Project Manager may at any time, by written order, make changes within the scope of the Work to be performed by Contractor under the Contract Documents. However, no such written order shall serve to increase the Contract Price, the Contract Time, or give Contractor any Claim for any compensation in addition to the Contract Price. If any such change would cause an increase in the Contract Price or Contract Time whether or not requested by Owner or initiated by Contractor, such change shall only be authorized in writing and if approved by Owner's City Commission at a duly noticed public meeting. In the event any change would result in an increase in the Contract Price or Contract Time, Contractor shall notify Owner within seven (7) days in writing. The written notice shall state in all capital, bold letters that the change order would result in an increase in the Contract Price and/or Contract Time and shall include a statement outlining the reasons for the change, a complete description of the change, and detailed description of products to be purchased and any back-up detail and documentation supporting the request. Such notice must be submitted and approved by Owner's City Commission at a duly noticed public meeting prior to performing any work contemplated by the change order. If Contractor proceeds with additional work prior to such approval or without providing the notice required herein strictly in accordance with the terms of this subsection, Contractor shall not receive any additional compensation for such work. Failure to agree to any adjustment shall be a dispute within the meaning of the Contract Documents.
 2. *Contractor's Assent.* The execution of a change order by the Contractor shall be conclusive evidence of the Contractor's agreement to the ordered changes in the work, this Agreement as thus amended, the Contract Price, or the Contract Time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any Claim against the City for additional time or compensation for matters relating to, arising out of, or resulting from the work included within or affected by the executed Change Order of which the Contractor knew or should have known.

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3. *No Stoppage of Work.* Notwithstanding the foregoing, nothing in this clause shall excuse Contractor from proceeding with the Agreement as changed except for those changes which would increase the Contract Price.
4. *Representative.* Owner's Project Manager is the only Owner representative authorized to make changes to this Agreement, and only if such change does not serve to increase the Contract Price, the Contract Time, or change the scope of services. Any instructions, written or oral, given to Contractor by someone other than the Owner designated representative, listed above, that represent a change in the Project or any of its terms, will not be considered as an authorized change. Any action on the part of Contractor taken in compliance with such instructions will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda and any data and reference items identified in the Contract Documents.
2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with and is satisfied as to state, federal and local Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the General and Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the General and Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
5. Contractor has considered that it has carefully examined, satisfied itself as to the conditions and limitations under which the Work is to be performed, including without limitation 1) the location, layout, and nature of the Site and surrounding areas, 2) generally occurring climate and weather conditions, and 3) anticipated labor, supply and costs; and 4) availability of materials, tools, and equipment and other similar issues.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques,

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sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.
12. Contractor accepts assignment of responsibilities for Owner direct procurement items as described in the Tax Savings Provision in the Instructions to Bidders.

ARTICLE 9 – PROJECT FUNDING

- 9.01 Contractor acknowledges and agrees that payments made under this Agreement will be funded with public funds. Contractor shall ensure that all use of funds under this Agreement complies with all applicable laws, regulations, and guidelines governing the use of public monies.
- A. DBE Policy: The contractor and subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such remedy as the Owner deems appropriate.
 - B. Contractor understands that the funding is dependent on completion of Work within the Contract Times and the Milestones and the Contractor agrees to complete the Work within the Contract Times and Milestones. Should the Contractor fail to complete the Work within the Contract Times and Milestones, the Contractor agrees the provisions of Article 4 above shall apply.
 - C. No member, officer or employee of Contractor during this Contract or 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. Moreover, this provision must be inserted in any subcontracts for the Work.
 - D. Contractor shall not employ unauthorized aliens in violation of section 274(e) of the Immigration and Naturalization Act. If Contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Contract.

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- E. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and all of its officers, agents, and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and person employed or utilized by the Contractor in the performance of this Contract. This indemnification provision shall survive termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Owner's sovereign immunity.
- F. A person or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- G. A person or affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- H. Contractor shall notify the Owner if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of this Contract. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.
- I. Contractor agrees to include the above provision (E.) in its subcontracts for those who perform Work in connection with this Contract.

ARTICLE 10 – TERMINATION OR SUSPENSION

10.01 Termination

- A. The Contract may be terminated by the Owner or Contractor as provided in Article 16 of the General Conditions.

10.02 Suspension by Owner

- A. The Work may be suspended by the Owner as provided in Article 16 of the General Conditions.

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ARTICLE 11 – MISCELLANEOUS

11.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions.

11.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this Contract to the State of Florida for any political subdivision, municipality, special district, or authority thereof without Contractor's consent and without recourse.

11.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- B. This Contract is solely for the benefit of the parties and no right or privilege or cause of action shall by reason hereof accrue upon to, or for the benefit of any third party. Nothing in this Contract is intended or will be construed to confer upon or give any person, corporation, partnership, trust, private entity, or agency any right, remedy, or claim under or by reason of this Contract or any provisions or conditions of this Contract.

11.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- B. Neither the validity of this Contract nor the validity of any portion of it may be challenged by any party to this Contract, and each party waives any right to initiate such challenge. Furthermore, if this Contract or any portion is challenged by a third party in a judicial, administrative, or appellate proceeding (each party covenanting with the other party not to initiate, encourage, foster, promote, cooperate with or acquiesce to such challenge), the parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decisions invalidating this Contract or portion thereof.

11.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 11.05:

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1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- B. Contractor shall pay promptly and before final payment, any claims or liens incurred in and about this work, and to execute a Contractor's affidavit for final payment.

11.06 Other Provisions

- A. E-verify - Contractor 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 Contract. Contractor 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 Contractor. Contractor may not enter into a contract with a subcontractor to perform work under this Contract unless and until the subcontractor registers with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to perform work under this Contract, Contractor must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor must maintain copies of all such affidavits for the duration of this Contract. The Owner may terminate this Contract for cause if the Owner determines that Contractor or Contractor's subcontractor has not complied with any applicable provision of sections 448.09 or 448.095, Florida Statutes, as may be amended. The Owner will terminate this Contract for cause if the Owner has a good faith belief that Contractor has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the Owner has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but Owner determines that Contractor otherwise complied with section 448.09(1), Florida Statutes, as may be amended, Owner will notify Contractor as such, and Contractor must immediately terminate Contractor's contract with said subcontractor. If this Contract is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this Contract and may not be considered as such; (b) Contractor may not be awarded a public contract for at least 1 year after the date on which the Contract is terminated; and (c) Contractor is liable for any additional costs incurred by the Owner as a result of the termination of the Contract.
- B. The Owner and Contractor agree that this Contract shall be governed by applicable Florida Law. Venue for any legal action in connection with this Contract shall be in the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County. In any claim dispute procedure or litigation arising from this Contract, each party shall be solely responsible for paying its attorney's fees and costs.

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- C. Each party to this Contract has had the benefit of representation by counsel and equal input into drafting this Contract such that no provision of this Contract shall be strictly construed against one party as the draft of the Contract.
- D. The headings and captions of articles, sections and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.
- E. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Contractor on behalf of the Owner, Contractor shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the Owner to perform the work contemplated by this Contract; (b) upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Contract, if Contractor does not transfer the records to the Owner in accordance with (d) below; and (d) upon completion or termination of this Contract, (i) if the Owner, in its sole and absolute discretion, requests that all Public Records in possession of Contractor be transferred to the Owner, Contractor shall transfer, at no cost, to the Owner, all Public Records in possession of Contractor within thirty (30) days of such request or (ii) if no such request is made by the Owner, Contractor shall keep and maintain the Public Records required by the Owner to perform the work contemplated by this Contract. If Contractor transfers all Public Records to the Owner pursuant to (d)(i) above, Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the Owner and provide the Owner with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Contractor keeps and maintains Public Records pursuant to (d)(ii) above, Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology of the Owner. If Contractor does not comply with a Public Records request or does not comply with a Public Records request within a reasonable amount of time, the Owner may terminate this Contract and/or pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Contractor is acting on behalf of the Owner.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City Clerk, (727) 547-4575 ext. 229; cityclerk@mytreasureisland.org, and City Hall, 10451 Gulf Blvd., Treasure Island, FL, 33706.

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- F. This Agreement sets forth the entire agreement between the Parties as to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, bids, and/or understandings. There are no understandings, representations, warranties, or agreements with respect to the subject matter hereof unless set forth explicitly in this Agreement.
- G. The parties represent and warrant that each is authorized to enter into this Agreement without the 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.
- H. 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. 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.
- I. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on the date duly approved by the City Commission (which is the Effective Date of the Contract).

Owner:

City of Treasure Island
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Charles Van Zant
(typed or printed)

Title: City Manager
(typed or printed)

Attest: _____
(individual's signature)

Title: City Clerk
(typed or printed)

Address for giving notices:
10451 Gulf Blvd.
Treasure Island, FL 33706

Designated Representative:

Name: Gary Volenec
(typed or printed)

Title: Director of Public Works
(typed or printed)

Address:
10451 Gulf Blvd.
Treasure Island, FL 33607

Phone: 727-457-4545 x251

Email: gvolenec@mytreasureisland.org

Contractor:

Futura/PC Marble Contractors, INC.
(typed or printed name of organization)

By: _____
(individual's signature)

Date: 7-9-2026
(date signed)

Name: GARY WALKER
(typed or printed)

Title: President
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: President
(typed or printed)

Address for giving notices:
7825 10TH AVE S
St. Petersburg FL 33707

Designated Representative:

Name: GARY WALKER
(typed or printed)

Title: President
(typed or printed)

Address:

Phone:

Email:

License No.: _____
(where applicable)

State: _____

Contractor to attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

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CITY OF TREASURE ISLAND, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS ADDENDUM modifies that certain contract for services made and entered into this ____ day of _____, 2026, by and between the CITY OF TREASURE ISLAND, a Florida municipality, hereinafter referred to as the “City”, and _____, hereinafter referred to as “Contractor”, concerning that certain agreement dated the ____ day of _____, 2026 (“Agreement”) and titled Agreement Between Owner and Contractor for Construction Contract (Stipulated Price).

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth a limited waiver of sovereign immunity for tort liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms required by Sections 282.3185(5) and (6) Fla. Stat. related to data management and Section 287.05701 Fla. Stat. related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Florida Statutes contains a list of “foreign countries of concern” including, 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 Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern”. Any entity that does business with a state agency or political subdivision (subject to certain dollar amounts) must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, Section 787.06(13), Fla. Stat. provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute; and

WHEREAS, pursuant to Section 252.505, Florida Statutes, each local government contract for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or

after July 1, 2025, must include a provision that requires a vendor or service provider that breaches such contract during an emergency recovery period to pay a \$5,000 penalty and damages; and

WHEREAS, 2 CFR Part 200 establishes the uniform guidance for managing federal awards, covering administrative requirements, cost principles, and audit standards for non-federal entities and specifies contract provisions for non-federal entity contracts under federal awards; and

WHEREAS, 2 CFR Part 1500 establishes the Environmental Protection Agency's (EPA) adoption and supplementation of the uniform administrative requirements, cost principles, and audit requirements for federal awards, aligning with 2 CFR Part 200.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. **Amendment.** This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. **Public Records Compliance.** City and Contractor agree that Contractor does not have the authority to contractually bind the City in any manner. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

(1) Keep and maintain public records required by the public agency to perform the service.
(2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

(4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(5) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

City Clerk/Public Records Custodian
cityclerk@mytreasureisland.org
Phone: 727-547-4575 x 222
10451 Gulf Blvd.
Treasure Island, FL 33706
Fax: 727-547-4582

3. Public Records Compliance. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Pinellas County Circuit Court on an expedited basis to enforce the requirements of the previous section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Fla. Stat. "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Fla. Stat., as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Fla. Stat., prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Fla. Stat., or is engaged in a boycott of Israel. Section 287.135(2)(b), Fla. Stat., further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Fla. Stat., or the company is engaged in business operations in Cuba or Syria. The Contractor and City acknowledge that the amount of the contract is less than \$1,000,000. Accordingly, Contractor hereby certifies that Contractor is not listed on the Scrutinized Companies that Boycott Israel List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Fla. Stat., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been

placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has 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 has been engaged in business operations in Cuba or Syria.

8. Disclosure Requirements for “Foreign Countries of Concern”. If applicable, Contractor shall comply with the disclosure requirements set forth in Section 286.101 (3) (a), Fla. Stat., which requires “Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the 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. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services”. Pursuant to Section 268.101(7), Fla. Stat.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties’ actions under this Agreement shall be governed by and construed under the laws of the State of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Pinellas County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement. Both parties waive any right to file an action, suit or proceeding in Federal Court or remove any action, suit or proceeding to Federal Court.

10. Attorneys’ Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys’ fee and costs.

11. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the City if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

12. Data Management; Notice of Breach. Contractor shall cooperate with the City and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the City must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

13. Environmental and Social Government and Corporate Activism. The City has not given preference or requested documentation from the Contractor based on Contractor’s social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor’s social, political or ideological interests.

14. Taxes. The City shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the City is exempt from same by Florida law, including but not limited to any sales or use tax.

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as 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 Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

16. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Treasure Island for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Treasure Island for review or approval.

18. Breach of Agreement for Goods or Services Related to Emergency Response for Natural Disaster Pursuant to Section 252.505, Florida Statutes. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor’s initial declaration of a natural emergency) Contractor shall pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages in addition to any other consequential damages or liquidated damages that may otherwise be due under the terms of the agreement.

19. Equal Employment Opportunity. During the performance of this contract, the Contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or

transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or

local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

20. Compliance with the Davis-Bacon Act.

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor (see Exhibit 1).

(3) Additionally, contractors are required to pay wages not less than once a week.

21. Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

22. Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The EPA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

23. Clean Air Act. The Contractor 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 Contractor 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 Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by EPA.

24. Water Pollution Control Act. The Contractor 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 Contractor 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 Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by EPA.

25. 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 Contractor is required to verify that none of the Contractor'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 Contractor 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 Contractor 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.

26. Byrd Anti-Lobbying Amendment, as amended, 31 U.S.C. § 1352. Contractors 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.

27. Access to Records. The Contractor agrees to provide the City, the EPA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examination, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the EPA 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 Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the EPA Administrator or the Comptroller General of the United States.

28. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that EPA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, EPA policies, procedures, and directives.

29. 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, or any other party pertaining to any matter resulting from the contract.

30. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

31. Nondiscrimination. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 40

CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

32. American Iron and Steel. The Contractor acknowledges to and for the benefit of the City of Treasure Island (“Purchaser”) and the Florida Department of Environmental Protection (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

33. Build America Buy America. Pursuant to the Build America, Buy America Act (BABA), enacted as part of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, 41 U.S.C. § 8301 note, the Federal Financial Assistance used to fund this infrastructure project is required to apply a domestic content procurement preference (the “Buy America Preference” or “BAP”) for all construction, alteration, maintenance, or repair of infrastructure, including buildings and real property, unless application of the BAP has been waived by EPA. Contractor must comply with the requirements of the Build America, Buy America Act (BABA) 41 USC 8301 note, and all applicable rules and notices, as may be amended.

34. Procurement of Recovered Materials. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at [Comprehensive Procurement Guideline \(CPG\) Program | US EPA](#). The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

35. 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 Contractor 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 Contractor 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 Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor 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 Contractor 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 Contractor 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 Contractor shall insert the substance of this clause, including this paragraph E, in all subcontracts and other contractual instruments.

36. Domestic Preferences for Procurements. The Contractor 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.

37. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

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CITY OF TREASURE ISLAND 108th AVENUE SEAWALL REPLACEMENT BID FORM						
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	BID PRICE	
1	Mobilization / Demobilization	1	LS	\$4,000.00	\$	4,000.00
2	Maintenance of Traffic / Site Protection / Safety Controls	1	LS	\$2,000.00	\$	2,000.00
3	Turbidity Curtain Installation and Maintenance	800	LF	\$15.00	\$	12,000.00
4	Existing Dock and Site Demolition and Disposal	1	LS	\$28,600.00	\$	28,600.00
5	Surveying and Construction Layout (Pre/Post Surveys)	1	LS	\$4,500.00	\$	4,500.00
6	Vinyl Sheet Piling Installation	800	LF	\$207.00	\$	165,600.00
7	Tie-Rod System	800	LF	\$70.00	\$	56,000.00
8	Deadman Anchor Blocks / Earth Anchors	1	LS	\$18,000.00	\$	18,000.00
9	Reinforced Concrete Cap (5,000 PSI)	800	LF	\$175.00	\$	140,000.00
10	Concrete Infill / Flowable Fill (500 PSI)	1	LS	\$52,000.00	\$	52,000.00
11	Drainage Layer / Granular Backfill / Filter Fabric	800	LF		\$	
12	1.5" PVC Weep Holes @ 6' O.C.	135	EA	\$65.00	\$	8,775.00
13	Return Walls at Seawall Terminations	2	EA	\$1,800.00	\$	3,600.00
14	Geotextile Fabric Installation	800	LF		\$	
15	Expansion Joints	1	LS	\$2,500.00	\$	2,500.00
16	Stormwater Outfall Pipe Accommodations (4 Total Existing Pipes)	4	EA	\$800.00	\$	3,200.00
17	3" PVC Conduit Penetrations (4 Total)	4	EA	\$200.00	\$	800.00
18	Grouting / Waterproof Sealing at Connections	1	LS	\$1,000.00	\$	1,000.00
19	Site Restoration / Grading / Cleanup	1	LS	\$3,000.00	\$	3,000.00
20	Engineering Calculations / Shop Drawings Signed and Sealed by Florida PE	1	LS	\$22,000.00	\$	22,000.00
21	Manatee Protection Compliance Measures	1	LS	\$2,000.00	\$	2,000.00
22	Coordination with Adjacent Property Owners and Utilities	1	LS	\$1,000.00	\$	1,000.00
23	Protection of Existing Infrastructure	1	LS	\$2,000.00	\$	2,000.00
SUBTOTAL					\$	532,575.00
24	Allowance - Furnish, Place, and Compact Fill Material to Restore Grades	300	CY	\$50.00	\$	15,000.00
108th AVENUE SEAWALL REPLACEMENT TOTAL					\$	547,575.00

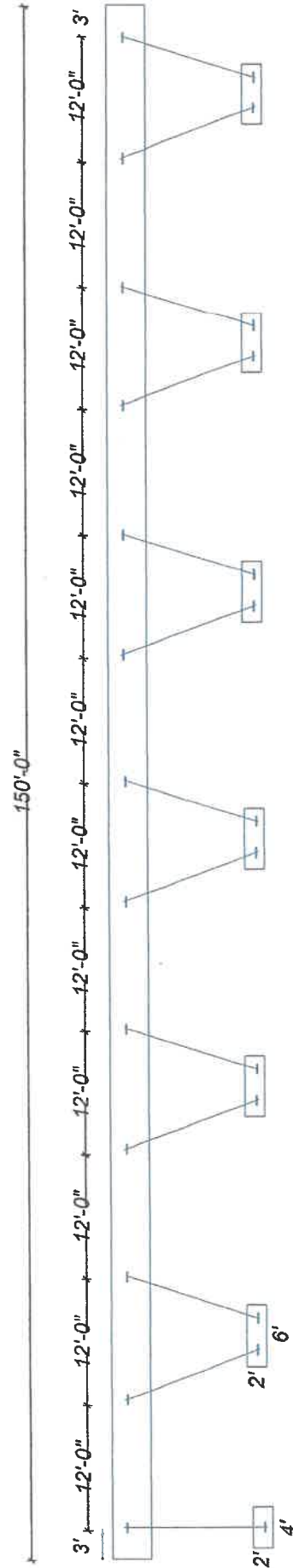
COMPANY NAME:

ENTERPRISE MARINE CONTRACTORS INC.

FILLABLE CELLS

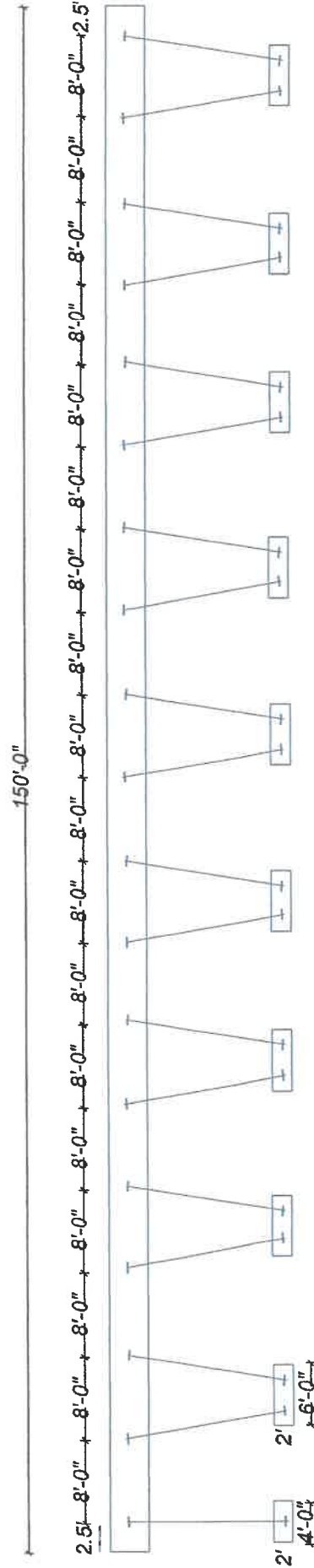
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 1" Nuts: 52
 Rebar: 50/ #5 and 20/ #4
 Stirups: 151/ 10" x 22" Box/Square #3
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 Deadman: 3 QY
 Cap: 21 QY

City of Treasure Island
 0'-150' Seawall Section
 12' 4.1 Sheet's 14' Tie-Backs



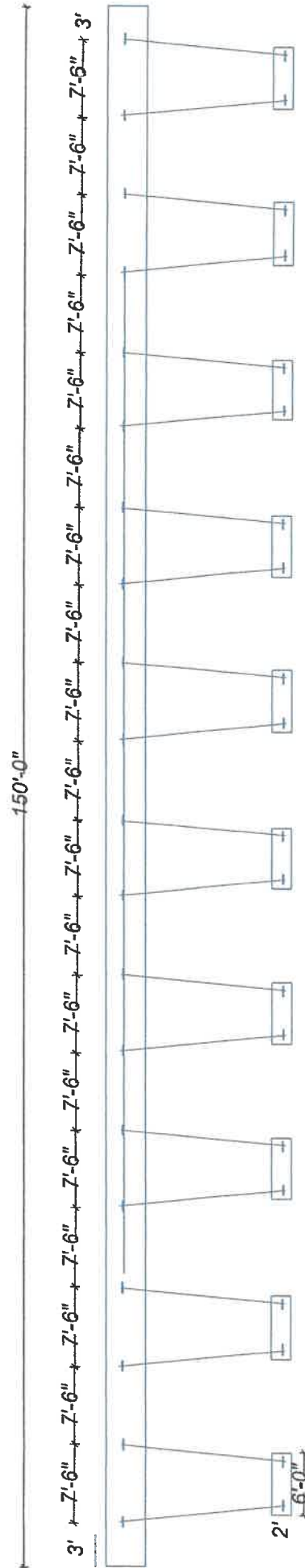
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 Stirrups: 151/ 10" x 22" Box/Square #3
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 Deadman: 5 QY
 Cap: 21 QY

City of Treasure Island
 150' - 300' Seawall Section
 14' 5.5 Sheet's 16' Tie-Backs



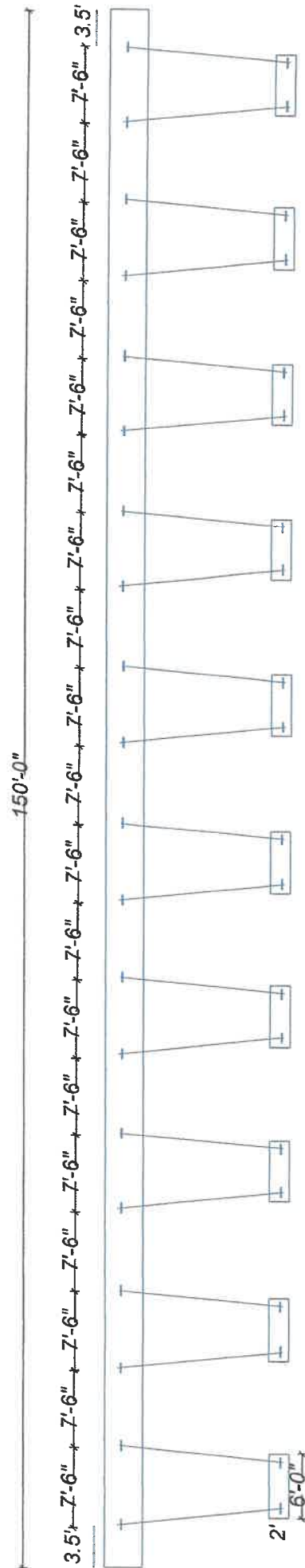
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 Stirrups: 151/ 10" x 22" Box/Square #3
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 Deadman: 5 QY
 Cap: 21 QY

City of Treasure Island
 300' - 450' Seawall Section
 16' 8.5 Sheet's 18' Tie-Backs



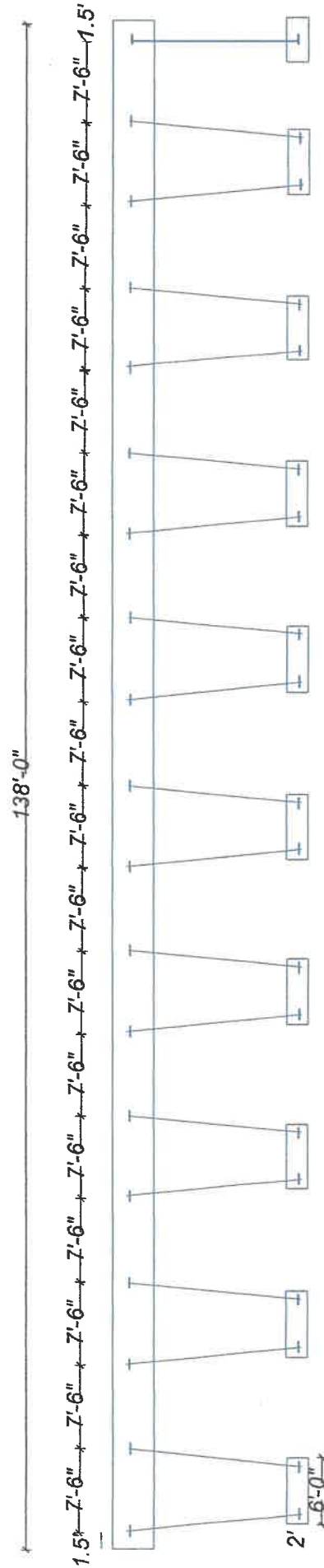
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 1" Nuts: 80
 Tie Backs: 50/ #5 and 20/ #4
 Stirups: 151/ 10" x 22" Box/Square #3
 Concete: Fill: 28 QY
 Deadman: 5 QY
 Cap: 21 QY

City of Treasure Island
 450' - 600' Seawall Section
 16' 8.5 Sheet's 18' Tie-Backs



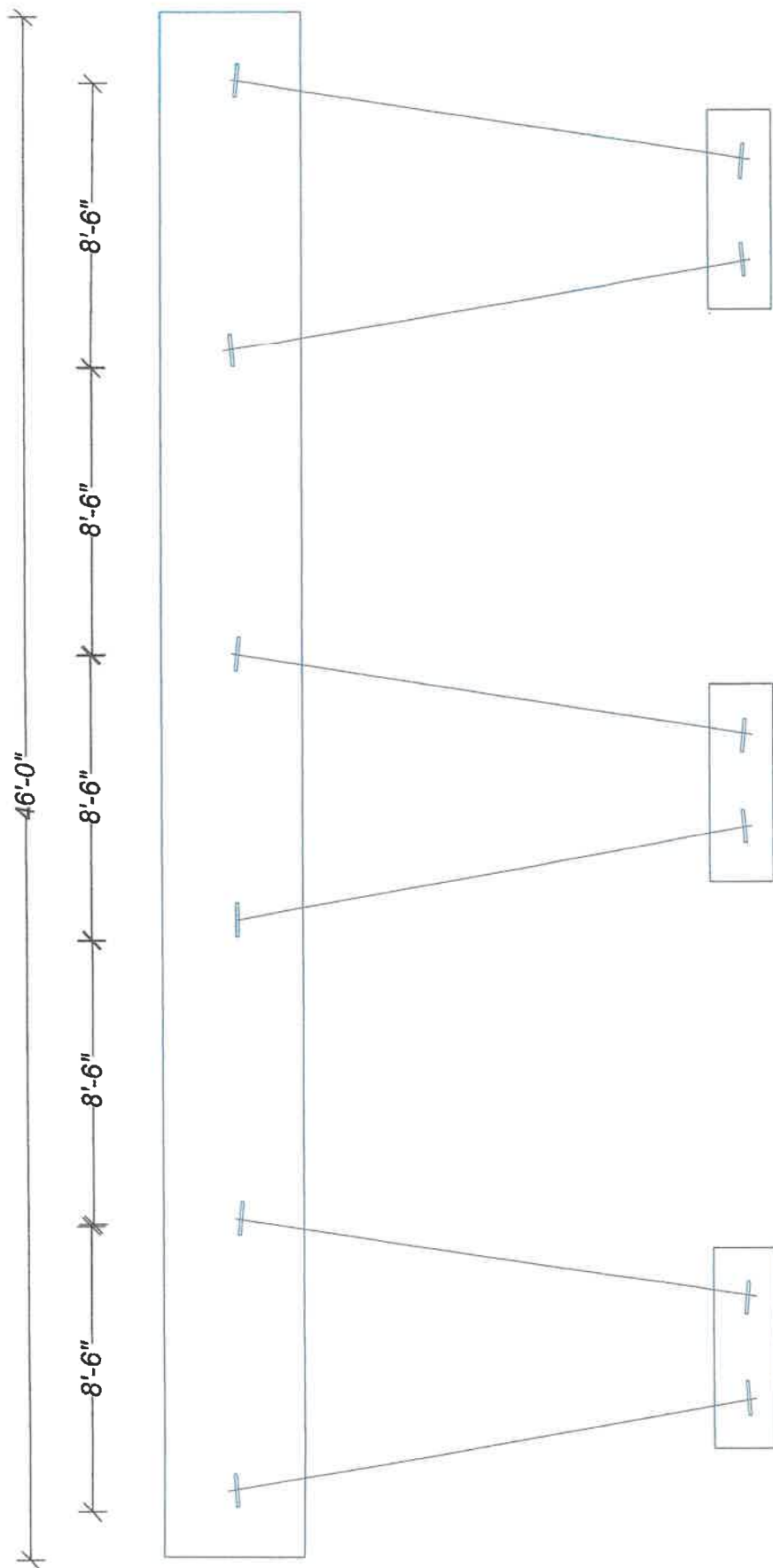
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 1" Nuts: 72
 Rebar: 50/ #5 and 20/ #4
 Stirrups: 151/ 10" x 22" Box/Square #3
 Concete: Fill: 28 QY
 Deadman: 5 QY
 Cap: 21 QY

City of Treasure Island
 600' - 738' Seawall Section
 16' 8.5 Sheet's 18' Tie-Backs



Sheet's: 33/ 14' (5.5)
 Tie-Backs: 6/ 16' x 1" HDG
 6" x 6" Plats: 12
 1" Nuts: 24
 Rebar: 30/ #5 and 14/ #4
 Stirups: 47/ 10" x 22" Box/Square #3
 Concete: Fill: 15 QY
 Deadman: 2 QY
 Cap: 7 QY

City of Treasure Island
 738' - 784' Seawall Section
 14' 5.5 Sheet's 16' Tie-Backs



CITY OF TREASURE ISLAND
SOLICITATION NUMBER: ITB 26-012
108TH AVENUE SEAWALL REPLACEMENT
BID OPENING: 7/9/2026, 10AM

BIDDER	BID AMOUNTS
<u>Gulf Coast Marine Const.</u>	\$ <u>501,418.52</u>
<u>Farmore Construction</u>	\$ <u>699,550.00</u>
<u>Kelly Brothers</u>	\$ <u>1,287,484.00</u>
<u>Underwater Engineering Svcs</u>	\$ <u>1,420,567.00</u>
<u>YC Group</u>	\$ <u>1,585,110.45</u>
<u>Baillard Marine Const.</u>	\$ <u>1,821,029.62</u>
<u>Florida Seawall Solutions</u>	\$ <u>614,200.00</u>
<u>Enterprise Marine</u>	\$ <u>547,575.00</u>
<u>Speeler</u>	\$ <u>775,875.00</u>
<u>EarthTech Enterprises</u>	\$ <u>974,800.00</u>
<u>Tampa Bay Marine</u>	\$ <u>1,118,330.20</u>



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: July 21, 2026

SUBMITTED BY: Lisa-Marie Kennedy, Administration

ITEM TYPE: For Consideration and Discussion

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 2026-03, Appointment of Deputy City Clerk Tia Payton

BACKGROUND: On February 26, 2024, Interim City Manager Gary Brumback, at the request of former City Clerk, Celine Kidwell, promoted Tia Payton to the position of Deputy City Clerk/Records Coordinator. Ms. Payton has continued to serve in that role since.

POLICY/PURPOSE: Move to adopt Resolution 2026-03, appointing Tia Payton as the Deputy City Clerk of the City of Treasure Island and approving the employment agreement.

STRATEGIC PLAN RELEVANCE: Administration Goal 1: Develop, support and retain a diverse workforce to serve the needs of the community.

ANALYSIS/DISCUSSION: The City Charter, Section 3.08, lists the Deputy City Clerk as a charter officer, and states that the position serves "at the pleasure of the City Commission for such compensation as may be set by the City Commission." This formal appointment was overlooked in 2024. This action is requested to formalize Ms. Payton as the City's Deputy City Clerk.

The Mayor and Ms. Payton have negotiated the included contract.

FUNDING: The contract increases Ms. Payton's salary by \$2,000 and provides for a one-time 5% increase to Ms. Payton's salary at the completion of her Certified Municipal Clerk certification,

which is expected in Fall 2026. Ms. Payton will no longer be eligible for overtime hours.

MOTION:

I move to adopt Resolution 2026-03, appointing Tia Payton as the Deputy City Clerk of the City of Treasure Island.

ATTACHMENTS:

[Resolution 2026-03.docx](#)

[Payton - Employment Contract Draft.docx](#)

RESOLUTION NO. 2026-03

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA APPOINTING TIA PAYTON TO THE POSITION OF DEPUTY CITY CLERK FOR THE CITY OF TREASURE ISLAND; APPROVING THE EMPLOYMENT AGREEMENT WITH TIA PAYTON; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on February 26, 2024, Tia Payton was promoted to Deputy City Clerk/Records Coordinator by Interim City Manager Gary Brumback on the request of the prior City Clerk, Celine Kidwell; and

WHEREAS, the Mayor and Tia Payton have now negotiated an employment agreement, attached as Exhibit A; and

WHEREAS, after due consideration, the City of Treasure Island Commission has determined that appointing Tia Payton as Deputy City Clerk/Records Coordinator and approving the employment agreement is in the best interest of the City.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND DOES RESOLVE THAT:

Section 1. In accordance with section 3.08, of the City's Charter, effective July 21, 2026, the City Commission appoints Tia Payton as Deputy City Clerk/Records Coordinator for the City of Treasure Island to perform the duties as outlined in Section 4.04 of the City's Charter and the Employment Agreement.

Section 2. The City Commission approves and authorizes the City Manager to execute the Employment Agreement attached hereto as Exhibit A.

Section 3. This Resolution is effective 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 21st day of July, 2026, by Commissioner _____ who moved its adoption; was seconded by Commissioner _____.

YEAS:

NAYS:

ABSENT OR ABSTAINING:

John Doctor, Mayor

ATTEST:

Lisa-Marie Kennedy, City Clerk

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into on 21st Day of July, 2026, by and between the CITY OF TREASURE ISLAND, a Florida municipal corporation ("Employer" or "City"), and TIA PAYTON ("Employee"), an individual, (hereinafter collectively known as the "Parties").

WITNESSETH:

WHEREAS, the Employee desires to continue employment as Deputy City Clerk/Records Coordinator of the City of Treasure Island, Florida; and

WHEREAS, the Employee acknowledges that the City will incur expenses in the process of training the Employee to be a Certified Municipal Clerk; and

WHEREAS, it is acknowledged by the Employee that these expenditures are expected to be recaptured through services by the Employee with the City after completion of said training and that the City will suffer substantial detriment if the Employee should leave employment with the City during a period of time of two years following the completion of all required training; and,

WHEREAS, the Parties mutually agree that this Agreement reflects the terms and conditions under which the Parties intend and desire to continue Employee's employment.

NOW, THEREFORE, it is mutually agreed by and between the undersigned Parties as follows:

Section 1: Recitals

The Parties agree that the above recitals are true and incorporate them as if fully set forth herein.

SECTION 2: Term

This Agreement shall become effective July 21, 2026, ("Effective Date"). This Agreement is subject to the City's right to terminate Employee's employment at any time, as provided for in this Agreement. This Agreement will remain in effect unless City or Employee notifies the other party of its intent to terminate this Agreement.

SECTION 3: Training to be Certified Municipal Clerk; Reimbursement Obligation

- a) Employer agrees to incur expenses for Employee to be trained as a Certified Municipal Clerk. Such expenses include conference registration fees, travel associated with the conference, and application fees. Expenses shall be paid in accordance with the City's policy and Florida law for payment of such expenses. Training will be completed on or before October 1, 2027. Upon the completion of the training and Employee obtaining her certification as a Certified Municipal Clerk, Employee will receive a one-time increase of five percent (5%) to her base

salary, effective the next full pay period following both the completion of the training and Employee obtaining her certification as a Certified Municipal Clerk.

- b) Employer expects that it will recapture the expenses incurred in training Employee after Employee completes the training through Employee's continued employment as Deputy City Clerk. The Parties agree that the City will suffer substantial detriment should Employee leave employment with the City for a period of two (2) years after the training is completed and Employee obtains her certification as a Certified Municipal Clerk.
- c) Employee understands and agrees that if Employee leaves the employment of the City within two (2) years after completion of the training to become a Certified Municipal Clerk and obtaining her certification as a Certified Municipal Clerk, Employee will owe and agrees to reimburse the City for all costs and expenses incurred on behalf of Employee for purposes of the training.

SECTION 4: Duties and Authority

The City appoints Employee as its Deputy City Clerk/Records Coordinator, the duties and authority of which are as follows:

- a) Employer agrees to employ Employee as Deputy City Clerk/Records Coordinator to exercise the powers and authority to perform the functions and duties of such position as specified in the City of Treasure Island City Charter, the City's Code and all relevant resolutions, rules, regulations, procedures, applicable job descriptions and state codes, as they currently or may in the future exist.
- b) Employee shall act in the capacity of City Clerk in the City Clerk's absence and will coordinate duties with the City Manager. Employee shall exercise such power and authority and perform such other functions and duties not inconsistent with this Agreement, as the City Commission may legally assign, and as provided in the City's Charter and its Code.
- c) The administrative decisions regarding workload and work priorities for the Deputy City Clerk/Records Coordinator will be coordinated **by** the City Clerk.

SECTION 5: Compensation and Performance Evaluation

Employer agrees to pay Employee at the rate of an annual base salary of Fifty-Seven Thousand, One Hundred and Fourteen Dollars and Eighteen Cents (\$57,114.18), subject to deduction and withholding of all sums required for federal income tax, retirement contributions, other benefit contributions and all other taxes, deductions or withholdings required by current state, federal or local law. Such amount shall be prorated over the course of the year and will be paid on Employer's normal paydays for other Department Directors. Employee shall be classified and Employee agrees that Employee should be classified as an exempt employee pursuant to the Fair Labor Standards Act ("FLSA"). Employee's base salary includes compensation for all hours worked and Employee shall not be entitled to any form of compensation for overtime,

compensatory time, or any hours worked over 40 in a work week. Employee agrees and understands that she is expected to engage in those hours of work necessary to fulfill the obligations of the position of Deputy City Clerk/Records Coordinator. No compensation shall be paid for overtime and compensatory time off will not be a matter of right based upon evening requirements or demanding projects.

Notwithstanding any increase provided for in section 3 of this Agreement, beginning one year from the Effective Date of this Agreement, and every yearly anniversary date thereafter, the Deputy City Clerk/Records Coordinator will receive a base salary increase at the same percentage and in the same manner as other City employees, should the City Commission approve a general salary increase for City employees in the City's annual budget. No salary increase is guaranteed. Should the Commission budget merit increases, Employee will be eligible in the same manner as other employees to a merit increase by way of the performance evaluation process.

The performance evaluation of the Deputy City Clerk/Records Coordinator will be conducted annually by the City Clerk with input provided by the City Manager and any associated merit increase will be determined by the City Manager at that time, in accordance with merit increase formula should the same be budgeted by the City Commission. The Deputy City Clerk/Records Coordinator may appeal the City Clerk and City Manager's performance review and request that the City Commission review the performance evaluation and issue a final evaluation.

Employee's salary may be reduced to the same degree and in the same manner as other City employees' salaries are reduced.

The City Manager will prepare a budget that includes the expenses for the Deputy City Clerk/Records Coordinator such as proposed salary level, conference expenses and other recommended expenses for the City Commission's consideration during the annual fiscal year budget process.

SECTION 6: Employee Benefits

Except as expressly provided herein, Employee shall receive the same health insurance, dental insurance, retirement benefits, annual and sick leave benefits and accruals (except as noted in SECTION 8 with respect to forfeiture of accruals), holidays, other fringe benefits, and be entitled to participate in plans and programs such as life insurance, long term disability, and deferred compensation as are available to all other employees under the City's Personnel Manual.

Employee shall be entitled to a City-issued electronic devices for mobile technology use and Employee agrees to comply with all City policies regarding such use of electronic devices for mobile technology in conducting City business.

SECTION 7: General Business Expenses

Employer recognizes that Employee may incur expenses of a non-personal, job-related nature that are reasonably necessary to Employee's service to Employer. Employer

agrees to either pay such expenses in advance or to reimburse the expenses in accordance with Chapter 112, of the Florida Statutes, so long as the expenses are incurred and submitted according to Employer's normal expense reimbursement procedures, or such other procedure as may be designated by the City Commission. To be eligible for reimbursement, all expenses must be supported by documentation meeting Employer's normal requirements and must be submitted within time limits established by Employer. Employee shall be entitled to attend a reasonable number of professional education conferences subject to City policies on conference attendance.

SECTION 8: At Will Employment Relationship

Consistent with the City Charter, Employee is appointed by, and serves at the pleasure of, the City Commission. Employee recognizes and acknowledges that she is an employee at will and has no property right in the position of Deputy City Clerk, and that this Agreement provides any and all remedies available to the Employee in the event the Employee is terminated.

- a) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employer to terminate the Agreement and the employment of Employee at any time, with or without cause, and with or without notice. Employer shall pay Employee for all services through the effective date of termination and Employee shall have no right to any additional compensation or payment except as provided in the City's Personnel Manual, as amended below by this Agreement.
- b) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign from her employment with Employer; subject only to Employee's providing thirty (30) calendar days prior written notice to Employer of the effective date of her resignation. If Employee fails to provide at least thirty (30) days' written notice to Employer, Employee agrees that she will forfeit the payment of any annual or sick leave accruals to which she may otherwise be entitled and she will not be entitled to any Severance Pay pursuant to Section 8.c. Should Employee provide thirty (30) days' written notice of her resignation, the City has the option to continue the Employee's employment for all or any part of the thirty (30) day period. Should the City decide that Employee is not needed for the full thirty (30) days, Employee will be entitled to the payment of any annual or sick leave accruals to which she was otherwise entitled. Additionally, in the event the City terminates Employee for any reason other than those expressed in Section 8.c. below and during such time as Employee is willing and able to perform the duties of Deputy City Clerk, Employee shall be entitled to receive Severance Pay, which is defined as her then-current weekly base salary for two (2) weeks, provided that Employee executes the general and full release discussed in Section 8.d. below.

- c) The City Commission may terminate this Agreement for cause upon fifteen (15) days' notice to Employee. The Employee may be placed on administrative leave for the 15-day period with or without pay by the City Manager. "For cause" shall be defined to mean: (1) the breach of any material term or condition of this Agreement; (2) conviction of Employee of a felony or any crime involving moral turpitude or dishonesty; (3) a violation of any applicable conflict of interest or code of ethics laws; (4) gross misfeasance, gross malfeasance, gross misconduct, or conduct that constitutes willful or wanton disregard of the City's interests; (5) a deliberate violation or disregard of the standards of behavior to which the City has a right to expect of a Deputy City Clerk; (6) carelessness or negligence to a degree or recurrence that manifests culpability, wrongful intent, or evil design, or shows an intentional and substantial disregard of the City's interests or of the Deputy City Clerk's duties and obligations to the City; (7) willful neglect or failure to perform duties; (8) gross insubordination; (9) misconduct, as defined in section 443.036(29), Florida Statutes, as it may be amended from time to time; or (10) dishonesty.
- d) If Employee is terminated by the City and Employee is entitled to Severance Pay under this Section 8.b., Employee shall execute a general and full release, releasing the City, its officials, officers, employees, attorneys and agents from any and all obligations, claims, or liabilities arising out of Employee's employment with the City, including but not limited to claims for wrongful termination, discrimination of any kind and defamation. The general and full release shall be in a form acceptable to the City. If Employee does not sign a general and full release, she will not be entitled to the Severance Pay set forth in Section 8.b.
- e) Upon termination of this Agreement by any means, Employee shall return all City property in her possession or control, including but not limited to keys, documents, computer, and any other property of the City within three (3) business days. Employee will also ensure that any and all public records including, but not limited to, emails and text messages in her possession are provided to the City Manager.

SECTION 9: Death.

This Agreement shall be terminated by the death of the Employee as of the date of death. In the event of the Employee's death, the City shall pay a designated beneficiary of the Employee or her estate all accrued compensation and benefits due Employee under this Agreement within ten (10) working days of the Employee's death. The City shall have no other liability to the Employee, her estate, heirs, or beneficiaries.

SECTION 10: Employee's Obligations and Hours of Work

Employee shall devote her full energies, interest, abilities, and productive time to the performance of this Agreement and utilize her best efforts to promote Employer's

interest. The Parties recognize that Employee may choose to take occasional personal time off within the general area of the Pinellas County during the City's normal business hours, when her duties allow and her absence will not interfere with the efficient operation of City business; provided, however, that she is always immediately available electronically, except during periods of illness, vacation, and other approved absences. Employee agrees that, including personal time as set forth herein, she will conduct herself in a professional manner and not bring discredit to the City or to the operation of its business.

Employee is expected to keep office hours at City Hall, Monday through Friday, during normal business hours, unless otherwise approved by the City Clerk or City Manager .

SECTION 11: Confidentiality

Employee acknowledges that in the course of her employment, Employee will be given or will have access to confidential and proprietary documents and information, relating to the City, its residents, businesses, employees, and customers. Employee shall hold the confidential information in trust for City's benefit and shall not disclose the confidential information to others without the express written consent of City.

SECTION 12: Outside Activities

Employee shall not engage in any activity, consulting service or enterprise, for compensation or otherwise, which is actually or potentially in conflict with or inimical to, or which materially interferes with her duties and responsibilities to Employer. Employee must receive the written approval of the City Commission to engage in any outside employment for which compensation is paid.

SECTION 13: General Provisions

- A. The text herein shall constitute the entire agreement between the Parties. It may not be changed orally, but only by an agreement in writing signed by the Parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators and executors of the Employee.
- C. This Agreement shall be effective upon execution by all Parties.

- D. Notice pursuant to this Agreement shall be given by certified mail through United States Postal Service delivery, addressed as follows:

CITY: Mayor and City Commission c/o City Manager
City of Treasure Island
10451 Gulf Blvd
Treasure Island, Florida 33706

EMPLOYEE: Tia Payton
Deputy City Clerk/Records Coordinator

- E. The City Commission, in consultation with Employee, shall **fix any** such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, the City Code, or any other applicable law.
- F. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.
- G. Severability. Should a court of competent jurisdiction declare illegal or unenforceable any provision or part of this Agreement (which provision cannot be modified to be enforceable), such provision or part thereof shall immediately become null and void leaving the remainder of this Agreement in full force and effect.

SECTION 14: Disputes

If any Party to this Agreement institutes legal proceedings arising from or related to this Agreement, it is stipulated and agreed that such a claim shall be heard and determined by a judge, and not by a jury, in Pinellas County, Florida AND UNDERSTANDS THAT THE RIGHT TO A JURY TRIAL, IF ONE EXISTS, IS BEING WAIVED AS TO ANY CLAIM ARISING FROM OR RELATED TO THIS AGREEMENT. Furthermore, if it becomes necessary for any Party to this Agreement to institute legal action to enforce any of the terms and conditions or provisions contained herein, or for any breach thereof, the prevailing party shall be entitled to reasonable attorney's fees, court costs, and any other related costs of litigation which may be awarded by the Court.

SECTION 15: Governing Law and interpretation

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and, where applicable, federal laws. The language of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly construed for or against either Party.

SECTION 16: Entire Agreement; Amendment; Signatures.

This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between the Parties. Employee may not assign any of his rights or delegate any of his duties under this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates reflected below.

CITY OF TREASURE ISLAND

ATTEST

By: _____
Lisa-Marie Kennedy, City Clerk

By: _____
John Doctor, Mayor

Approved as to form:

By: Vose Law, City Attorney

Date

Employee:

Tia Payton



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 21, 2026
SUBMITTED BY:	Melissa VanDerwerken, Finance
ITEM TYPE:	For Consideration and Discussion
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Increase Purchase Authority for existing Floodplain management contract
BACKGROUND:	The City's approved FY 2026 budget does not include funding for a contracted Floodplain Manager to assist the Community Development Department with the significant increase in permit reviews and floodplain compliance activities resulting from ongoing storm recovery efforts. The consultant has provided critical support in processing floodplain development permits, compliance requirements, responding to floodplain-related inquiries and complaints, and reducing permit review backlogs during a period of exceptionally high workload. Due to the continued demand for floodplain permitting and compliance services, the City anticipates that the total cost of these services will exceed the City Manager's purchasing authority before the end of the fiscal year.
POLICY/PURPOSE:	Ordinance 2025-32 requires City Commission approval for expenditures exceeding the City Manager's purchasing authority. The current purchasing authority is limited to \$35,000. Motion to increase the purchase authority to the City Manager to the existing floodplain management contract of up to \$50,000.
STRATEGIC PLAN RELEVANCE:	This is a regulatory step related to City Manager Purchase Authority.

ANALYSIS/DISCUSSION:

As storm recovery activities continue, the City anticipates the need for these services on an as-needed basis. Continued engagement of the consultant will ensure timely permit processing, maintain compliance with applicable floodplain regulations, and support the Community Development Department in meeting ongoing operational demands. This authorization will ensure uninterrupted professional services while maintaining compliance with applicable federal regulations and supporting the City's commitment to efficient customer service and disaster recovery.

FUNDING:

The City Manager Purchase Authority will aim to maintain this resource provided operational readiness.

. These monies are budgeted under:

- General Fund – 001
- Building Fund – 140

MOTION:

I move that the City Commission authorize the City Manager to approve expenditures of up to \$50,000 for the Community Development Department to continue utilizing a contracted Floodplain Manager to ensure the City remains prepared for potential storm-related recovery activities throughout the hurricane season.

ATTACHMENTS:



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: July 21, 2026

SUBMITTED BY: Victor Ortiz, Finance

ITEM TYPE: For Consideration and Discussion

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Fiscal Year 2027 City Tentative Budget and Millage Presentation

BACKGROUND: .

POLICY/PURPOSE: .

STRATEGIC PLAN RELEVANCE: .

ANALYSIS/DISCUSSION: .

FUNDING: .

MOTION: I move to adopt the tentative millage rate for the Fiscal Year 2026 budget at _____.

ATTACHMENTS:



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 21, 2026
SUBMITTED BY:	Jessica Zamora, Community Development
ITEM TYPE:	Request to Commission
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Authorizing the City Manager to hire two additional Code Compliance Inspectors
BACKGROUND:	Following Hurricanes Helene and Milton, the City experienced a significant increase in code complaints and violations. For an extended period after the storms, many cases were not advanced beyond the initial Notice of Violation stage. This created a substantial backlog of unresolved violations. In October 2025, staffing changes occurred within the Code Compliance Division. Over the past five months, the division has been staffed with two inspectors and one supervisor. While progress has been made in addressing long-standing cases, the current workload continues to exceed the capacity of existing staff.
POLICY/PURPOSE:	Increase the authorized positions within the Community Development Department to add two Code Compliance Inspectors.
STRATEGIC PLAN RELEVANCE:	Community - Goal 1: Create a vibrant, active, walkable, engaging, and thriving community that welcomes locals, families, visitors, and tourists - Measure of Success: Compliance and Zoning
ANALYSIS/DISCUSSION:	Current Workload As of this date, the Code Compliance Division has 346 open cases, including 32 cases that existed prior to both hurricanes. When voluntary compliance is not achieved and a case must proceed through the full enforcement process — including

preparation for Code Enforcement Board and Special Magistrate hearings — a single case typically requires approximately **20 hours** of an inspector's time from initial investigation through final resolution. This includes site inspections, documentation, notice preparation, hearing packet assembly, coordination with other departments, and hearing attendance.

Increased Responsibilities

In addition to managing this high volume of cases, the division has recently implemented several new ordinances. These new regulations have introduced entirely new processes, including additional documentation requirements, lien reduction requests, and appeals. These new procedures have significantly increased the time and complexity required to properly manage each case while maintaining due process.

The division is also responsible for enforcing short-term rental (Tourist Dwelling) regulations under Sec. 68-2. A large volume of short-term rental activity in the city has not yet been verified for full compliance with applicable permitting and registration requirements, which requires ongoing monitoring, complaint response, evidence collection, and frequent escalation to the Special Magistrate. This enforcement effort has added a substantial and ongoing workload to the division.

Current Staffing Limitations

With a current staff of only two inspectors and one supervisor, the division has limited capacity to cover the entire city. Inspectors are frequently required to respond to complaints in multiple areas on the same day, which reduces efficiency and makes it difficult to provide thorough and timely enforcement. Current staffing levels make it challenging to:

- Reduce the existing backlog of 346 cases in a timely manner;
- Respond effectively to the high volume of new complaints;
- Respond to notifications of unpermitted work
- Properly implement and enforce the new ordinances recently adopted;
- Maintain consistent documentation and hearing preparation on complex cases; and
- Sustain the level of short-term rental enforcement of which the City has committed.

FUNDING:

The projected cost for two full-time employees is approximately

\$141,000 annually. Cost includes FICA, retirement, and benefits.

MOTION:

I move to authorize the City Manager to hire two additional full time Code Compliance Inspectors for the Community Development Department.

ATTACHMENTS:



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 21, 2026
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	For Consideration and Discussion
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Vice Mayor Vasquez's Ideas and Suggestions regarding Planned Developments
BACKGROUND:	Commissioner Item.
POLICY/PURPOSE:	Pursuant to Florida's Sunshine Law, Vice Mayor Vasquez would like to distribute and present the Vice Mayor's ideas and concepts regarding Planned Developments to allow time for the other commissioners, the public and staff to read and consider these ideas in advance of the upcoming Planned Development Ordinance. NOTE: This is not the second reading of Ordinance 2026-10, Planned Developments that will be held August 18, 2026, at 6 p.m.
STRATEGIC PLAN RELEVANCE:	Commissioner Item.
ANALYSIS/DISCUSSION:	Commissioner Item.
FUNDING:	N/A
MOTION:	This is a discussion-only item. The second reading of Ordinance 2026-10, Planned Developments has been scheduled for August 18, 2026, at 6:00 p.m.

ATTACHMENTS:

[Section_by_Section_Integration_Memorandum_Ord_2026-10.pdf](#)
[Vice_Mayor_Tammy_Vasquez_Proposed_Amendments_Package_Ord_2026-10.pdf](#)

SECTION-BY-SECTION INTEGRATION MEMORANDUM

Ordinance No. 2026-10 – Planned Development (PD)

Purpose: This memorandum identifies each recommended amendment, the section of the ordinance it affects, the policy rationale, and the recommended legislative change for review by the City Attorney.

Sec. 68-411 – Purpose and Intent

Recommendation: Add a new Legislative Intent paragraph after the existing purpose statement.

Purpose: Clarifies that PDs are intended only for exceptional redevelopment providing measurable public benefits while preserving the Comprehensive Plan and private property rights.

Drafting Direction: Insert new 'Legislative Intent' subsection.

Sec. 68-412 – Applicability

Recommendation: Revise applicability to limit PD eligibility to RFH-50 (Resort Facilities High) and CG (Commercial General). Remove RFM-30, PR-MU Core, and PR-MU Gulf Blvd.

Purpose: Focuses the PD tool on the districts where redevelopment flexibility is most appropriate.

Drafting Direction: Replace current list with RFH-50 and CG only.

Sec. 68-413 – Comprehensive Plan

Recommendation: Add language stating no PD may become effective unless consistent with the Comprehensive Plan and any required Comprehensive Plan amendment has been approved.

Purpose: Reinforces that the Comprehensive Plan remains the controlling policy document.

Drafting Direction: Add new subsection following existing text.

Sec. 68-417 – Dimensional Criteria

Recommendation: Insert development guardrails.

Purpose: Establishes objective limits while preserving flexibility within defined boundaries.

Drafting Direction: Add:

- Maximum building height: 80 feet, exclusive of height required solely for FEMA, Florida Building Code, or floodplain compliance.

- Maximum residential density: 85 dwelling units per acre.
- Parcels under one acre shall receive proportional density with no upward rounding.

Sec. 68-419 – Public Benefits

Recommendation: Replace discretionary wording ('may consider') with mandatory language requiring every PD to demonstrate identifiable public benefits.

Purpose: Ensures flexibility is earned through measurable community benefit.

Drafting Direction: Revise section accordingly.

Sec. 68-421 – Standard Review Criteria

Recommendation: Add four new review criteria.

Purpose: Provides objective findings for Commission decisions.

Drafting Direction: Insert:

1. Applicant bears burden of proof.
2. No PD establishes precedent.
3. Requested flexibility must be proportional to public benefits.
4. Commission shall find requested flexibility cannot reasonably be achieved under the underlying zoning district.

New Subsection – Approval Requirement

Recommendation: Add supermajority provision.

Purpose: Provides additional scrutiny only for projects seeking both maximum height and maximum density.

Drafting Direction: Any PD requesting BOTH the maximum authorized building height and maximum authorized residential density shall require the affirmative vote of four (4) members of the City Commission.

General Clarification

Recommendation: Add statement that adoption of the ordinance does not approve any individual PD.

Purpose: Avoids misunderstanding that adoption of the ordinance grants project entitlements.

Drafting Direction: Insert in general provisions or after Comprehensive Plan section.

Summary for City Attorney

These amendments are intended to strengthen—not replace—the proposed Planned Development ordinance by establishing clear eligibility standards, preserving

Comprehensive Plan consistency, requiring measurable public benefits, defining objective development guardrails, and preserving Commission discretion.

VICE MAYOR TAMMY VASQUEZ

PROPOSED AMENDMENTS TO ORDINANCE NO. 2026-10

PLANNED DEVELOPMENT (PD) ORDINANCE

Protecting the Comprehensive Plan • Preserving Private Property Rights • Establishing Predictable Development Standards

Guiding Principles

- Preserve the integrity of the City's Comprehensive Plan.
- Respect and protect private property rights.
- Encourage high-quality redevelopment through objective and predictable standards.
- Require measurable public benefits in exchange for development flexibility.
- Preserve the City Commission's discretion to evaluate every Planned Development on its own merits.
- Promote transparency, accountability, and public confidence in land use decisions.

Executive Summary

These amendments are intended to strengthen Ordinance No. 2026-10 by establishing clear guardrails for the Planned Development process while preserving flexibility for exceptional redevelopment projects. The amendments are designed to ensure that Planned Developments remain consistent with the Comprehensive Plan, provide measurable public benefits, and are reviewed under objective standards.

Legislative Intent

The City Commission finds that Planned Development zoning should be reserved for exceptional redevelopment projects that provide measurable public benefits in exchange for development flexibility. These amendments are intended to preserve the integrity of the Comprehensive Plan, protect private property rights, establish predictable development standards, encourage high-quality redevelopment, and ensure that flexibility granted through the Planned Development process remains proportional to the public benefits provided.

Proposed Amendments

1. Applicability

Limit Planned Development eligibility to RFH-50 (Resort Facilities High) and CG (Commercial General) zoning districts.

2. Comprehensive Plan

Require consistency with the Comprehensive Plan. Any required Comprehensive Plan amendment must be approved before a PD becomes effective.

3. Public Benefit

Require each PD to demonstrate one or more measurable public benefits that justify the requested flexibility.

4. Height Guardrail

Maximum building height of 80 feet, exclusive of additional height required solely for FEMA, Florida Building Code, or applicable floodplain regulations.

5. Density Guardrail

Maximum residential density of 85 dwelling units per acre.

6. Parcels Under One Acre

Density calculated proportionally with no upward rounding of fractional dwelling units.

7. Burden of Proof

Applicant bears the burden of demonstrating compliance with all PD standards.

8. No Precedential Effect

Approval or denial of one PD shall not establish precedent or entitlement for any future PD.

9. Proportionality

Commission must determine the flexibility requested is proportional to the public benefits provided.

10. Underlying Zoning Finding

Commission must determine the requested flexibility cannot reasonably be achieved under the underlying zoning district.

11. Supermajority

A PD requesting BOTH the maximum authorized height and maximum authorized density requires an affirmative vote of four (4) commissioners.

12. No Automatic Approval

Adoption of the ordinance does not approve any specific Planned Development.

Suggested Motion

I move to amend Ordinance No. 2026-10 in accordance with the Vice Mayor Tammy Vasquez Proposed Amendments and direct the City Attorney to review and incorporate the proposed revisions into the ordinance for Commission consideration.

Purpose

These amendments are intended to preserve the integrity of the Comprehensive Plan, protect private property rights, establish objective and predictable development standards, encourage high-quality redevelopment, and ensure that flexibility granted through the Planned Development process results in measurable public benefits while preserving the

City Commission's discretion to evaluate each Planned Development on its individual merits.



MEMORANDUM

TO: Mayor, Vice-Mayor and City Commissioners
COPY: Charlie Van Zant, City Manager; Lisa-Marie Kennedy, City Clerk
FROM: Ralf Brookes, Esq., City Attorney
DATE: July 16, 2026
SUBJECT: Legal Opinion Regarding Request by Vice-Mayor to Place Discussion Item on Upcoming Agenda Relating to Her Ideas Concerning PD Enabling Ordinance

The Vice Mayor has made a request to place a discussion item on the agenda for the City Commission meeting on July 21, 2026, relating to the Vice Mayor's ideas for potential amendments to the Planned Development Enabling Ordinance before its continued Second Reading.

I originally responded yesterday to the Vice Mayor stating that "The PD Enabling Ord. was put on originally by the Mayor and was advertised to the public and was continued to August 18, so can't be put on an earlier Agenda as the same item was already put on by Mayor and tabled to August 18. Raftelis presentation on August 4 will also discuss PDs and you could make your comments and suggestions as part of the Raftelis presentation on August 4th."

It was my intent to opine that the Second Reading of the Ordinance could not be moved forward and that it would be appropriate for discussion of possible changes to the proposed ordinance to take place at the same meeting as the Raftelis presentation.

The Vice-Mayor has now asked for a formal legal opinion as to her legal right to place an item on the agenda that would result in discussion of possible changes to the PD ordinance prior to second reading. This is the requested formal legal opinion.

I have conferred with Becky Vose, and we have reviewed the proposed agenda item and attached materials from the Vice Mayor and the applicable provisions of the Florida Statutes, the City Code, and the City Commission Rules of Procedure concerning whether members of the City Commission may discuss proposed revisions or policy ideas relating to the Planned Development Enabling Ordinance before its continued second reading.

It is our opinion that the City Commission may lawfully discuss the Vice-Mayor's proposed revisions, alternatives, policy concerns, or other ideas relating to the Planned Development Enabling Ordinance at a properly noticed public meeting occurring before August 18, 2026. It would not be required that the discussion take place along with the Raftelis presentation on August 4. This conclusion is subject to the important condition that the advertised and continued second reading of the ordinance remains scheduled for August 18, 2026, and that the Commission does not take final action adopting the ordinance before the properly noticed second reading and public hearing.

Section 286.011, Florida Statutes, commonly referred to as Florida's Sunshine Law, does not prohibit members of a municipal governing body from discussing matters that may later come before the body for formal action. Rather, it requires that discussions between two or more members concerning matters that may foreseeably come before the Commission occur at a meeting that is open to the public, reasonably noticed, and recorded in minutes. Accordingly, the Sunshine Law permits the Commission to discuss the Planned Development Enabling Ordinance at an earlier meeting, provided that the discussion occurs openly and in compliance with the applicable public meeting requirements.

Chapter 163, Florida Statutes, likewise does not prohibit the governing body from discussing proposed land-development regulations or potential revisions before the advertised adoption hearing. To the contrary, the Community Planning Act expressly encourages meaningful public participation in the local planning process. Any discussion should therefore occur in a manner that provides appropriate public notice and a reasonable opportunity for public participation.

The formal adoption of a municipal ordinance must also comply with Section 166.041, Florida Statutes, including its applicable reading, notice, and public-hearing requirements. Thus, although the Commission may discuss the substance of the ordinance and may provide preliminary direction before August 18, the actual vote to adopt the Planned Development Enabling Ordinance should occur only at the properly advertised second reading and public hearing.

The City Commission Rules of Procedure Section 4.4 permits an individual Commissioner to propose up to two items for placement on a future workshop, regular, or special meeting agenda when submitted to the City Clerk before publication of the agenda. Sections 5.1 and 5.2 further provide designated portions of regular meetings and workshops for Commission and Commissioner discussion items.

Therefore, the Vice-Mayor may request that discussion of her ideas for potential amendments or revisions to the proposed Planned Development Enabling Ordinance be placed on the agenda of a properly noticed meeting before August 18, 2026. At the meeting, the Vice-Mayor may present and discuss with the other elected officials proposed concepts, revisions, concerns, alternatives, or policy preferences concerning the ordinance in accordance with Florida's Sunshine Law (Chapter 286, Florida Statutes). The discussion may also include preliminary direction to staff or the City Attorney to review and prepare possible revisions for consideration at the continued second reading.

To maintain procedural clarity and minimize the risk of a notice challenge, the agenda should expressly identify the item as a discussion concerning the Vice Mayor's ideas for revisions to the proposed Planned Development Enabling Ordinance. At that meeting, the Commission should not purport to adopt the ordinance, finally approve its material provisions, or conduct the continued second-reading public hearing. Any consensus or

direction provided at that earlier meeting should be treated as preliminary and nonbinding, with final deliberation and action reserved for the August 18 public hearing.

The fact that the Mayor originally placed the ordinance on the agenda and continued the advertised second reading as the Mayor's agenda item does not prevent the Vice-Mayor or another Commissioner from separately requesting an earlier Commission discussion item concerning proposed changes to the ordinance under the Rules of Procedure. The original ordinance should remain scheduled for its continued Second Reading on August 18 unless it is lawfully removed, continued, or otherwise acted upon in accordance with the City's procedures.

Finally, if the Commission's earlier discussion results in likely changes that could materially alter the substance or scope of the advertised ordinance, the City Attorney and City Clerk should review the revised ordinance before the August 18 hearing to determine whether supplemental or renewed notice is legally advisable or required. This will ensure that the ordinance ultimately considered for adoption remains consistent with the notice provided to the public.

Conclusion

Provided that the meeting is properly noticed and open to the public, the Vice-Mayor may request placement of a discussion item concerning her proposed changes to the Planned Development Enabling Ordinance on an agenda before August 18, 2026. The elected officials may discuss their ideas and provide preliminary direction concerning the ordinance at that time if they choose to do so. The actual vote to adopt the ordinance must remain for the properly advertised and continued second reading and public hearing, subject to compliance with all applicable notice and procedural requirements.