BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, OCTOBER 7, 2025 – 6:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MEETING NOTICE AND AGENDA

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

D.1 Presentation of Firefighter Longevity Awards, Valor Awards and Unit Citation for Hurricanes Helene and Milton.

D.2 Post Storm Volunteer Recognition

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

F. APPROVAL OF MINUTES

F.1 Approval of the following Minutes: April 15, 2025, Regular and Workshop Meetings, July 7, 2025, Workshop and Special Meetings, and August 19, 2025, Regular Meeting.
April 15, 2025 Regular Minutes.pdf
April 15, 2025 Workshop Minutes.pdf
07.07.2025 Workshop Minutes_Final.pdf
07.07.2025 Special Meeting Minutes_final.pdf
August 19 2025 Regular Minutes_Final.pdf

G. CONSENT AGENDA

G.1 Service Agreement, Gulf Beaches Public Library FY26
Interlocal thru 9.30 2026.pdf
GBPL Town Allocations 2025-26.pdf
GBPL Budget 2025 -26.pdf
Treasure Island Service Agreement 25-26.pdf

G.2 Permit Review
Permit Update 9-15-2025.pptx

G.3
Authorize the City Manager to Execute a “Piggyback” Contract with Ajax Paving Industries of Florida, LLC using an Annual Roadway Contract from the Hillsborough County in the total amount of $780,000.

Ajax Piggyback Agreement.docx
COMPLETED CONTRACT FILE IFB-24-24948_AJAX.pdf
Item Price Summary.pdf
IFB-24-24948 Contract Terms 8.19.pdf
3528_001.pdf
24948 Line Items Addendum 2.pdf

G.4 Authorize the City Manager to approve the Purchase Order to Johnson Bros. Corporation and Hydraulic Supply to remove, rebuild, and reinstall fifteen (15) Hydraulic Cylinders for the Bascule Bridge in the amount of $674,896.
Johnson Brothers Quote.png
Hydraulic Supply Quote.pdf

G.5 Award Contracts for As-Needed Electrical Services to USA Voltage, LLC and Tamco Electric, Inc. to provide continuing electrical services to the City.
Tamco Proposal Forms - Sec. 3.PDF
Tamco Proposal Schedule.XLSX
USA Voltage Proposal.pdf
USA Voltage Proposal Schedule.pdf

G.6 Authorize spending authority for security services for the 2025 Sanding Ovations event with Sentry Event Services, Inc. in an amount not to exceed $36,450.
Security Quotes 2025.pdf

G.7 Authorize Piggyback Contract 26-001-PB between the City of Treasure Island and Christmas Designers Florida for City-wide Holiday Decorations
26-001-PB Christmas Designers Florida_December Holiday Decorations_Piggyback Contract.pdf
Sunbiz.pdf
W9 HOD 2025.pdf
Christmas Designers FL & Holiday Outdoor Decor Announcement.pdf
Downtown-Causeway Decoration Locations.pdf
Holiday Decorations West Gulf and South Gulf Blvd_Sept 2025.pdf

G.8 Authorize the City Manager to enter into an agreement with the National Public Pension Fund Association (NPPFA).

NPPFA 457b Resolution Treasure Island.docx

01-Resolution-115 Plan-Treasure Island FL.docx

H. ITEMS OF BUSINESS

H.1 Second and Final Reading of Ordinance 2025-13 creating Chapter 60 "Introduction" of the Land Development Regulations.
Ord 2025-13 Chapter 60 Introduction.pdf
LPA RES 2025-03.pdf
Business Impact Ord 2025-13.pdf
Ad 54231 Ordinance 2025-13.pdf

H.2 Second and Final Reading of Ordinance 2025-14 regarding updates to Chapter 73 "Signs and Advertising" of the Land Development Regulations.
Ord 2025-14 Signs Chapter 73.pdf
LPA RES 2025-04.pdf
Business Impact Estimate Ord 2025-14.pdf
Ad 54232 Ordinance 2025-14.pdf

H.3 Second and Final Reading of Ordinance 2025-15, allowable encroachments for elevation of existing structures.
Ord 2025-15 Amend Chapter 68 - Encroachment for Balcony.docx
LPA Resolution 2025-12.pdf
Business Impact Estimate - Ord 2025-15.docx
Ad 54235 Ordinance 2025-15.pdf

H.4 First Reading of Ordinance 2025-26 to Ban Shark Fishing on Treasure Island Beaches (Commissioner Dickey)
Treasure Island Shark Fishing Ban Draft.docx

H.5
Approve Resolution 2025-21 Authorizing Sale of a City-Owned Vacant Parcel to Pirate Square LLC to Support Downtown Redevelopment

25239 FINAL Vacant Commercial Property Appraisal REPORT 106th Ave Treasure Island_07212025.pdf
City Property Deed_Lot 13 and portion of 14 - OR 3267 Pg 247.pdf
07082025_Unsolicited Email to Purchase City Parcel on 106th Avenue.pdf
TI Vacant Land Offer (Rev 9.25).pdf
Buyer Signed Contract .pdf
Resolution 2025-21 Sale of Property.docx

H.6 First Reading of Ordinance 2025-27, vacating approximately 14,000 sq ft / 0.3214 acres of an alley located between 106th and 107th Avenue, a public right-of-way, to retain a utility easement over the 30-foot-wide east-west alley, to retain a pedestrian easement over the 10-foot-wide north-south alley.
1. Staff Report.pdf
2. Ordinance 2025-27 Pirates Square Vacation Right of Way.docx
3. Exhibit A.pdf
4. Exhibit B.pdf
5. Ordinance Business Impact Estimate.docx
6. Application (Vacation of Right-of-way).pdf

7. Applicant Memorandum.pdf
8. Sketch and Legal of Area to be Vacated.pdf
9. Sketch and Legal for Pedestrian Easement.pdf
10. Boundary Survey.pdf
11. Letters of No Objection.pdf
12. Abutting Property Owner Letter.pdf

H.7
First Reading of Ordinance 2025-28, to approve FY 2026 fee schedule

Fee Ordinance 2025-28.pdf
FY26 Fee Schedule - Recommended.pdf

H.8 First Reading of Ordinance 2025-29, Treasure Island Code of Ethics
Ordinance_2025-_29_Ordinance_Code_of_Ethics.pdf

H.9 Interim City Attorney Contract
Interim City Attorney Contract.DOCX

I. COMMISSIONER REPORTS

J. ADJOURNMENT

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

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

AGENDA ITEM NO. D.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: October 7, 2025

SUBMITTED BY: William Barrs, Fire

ITEM TYPE: Presentations

AGENDA SECTION: PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

SUBJECT: Presentation of Firefighter Longevity Awards, Valor Awards and Unit Citation for Hurricanes Helene and Milton.

BACKGROUND: Firefighter/Paramedics Adam Drooger and Pat Klemba both have achieved 5 years of service with TIFR and are presented with 5-year citation bars.

On September 26th, Fire Medic Adam Drooger, Fire Medic Logan Conklin, and Lieutenant Steven Rowland were assigned to staff Treasure Island Fire Rescue's high-water vehicle. This crew performed multiple rescues throughout the night, retrieving residents who had not heeded evacuation warnings. In one rescue, the crew located two individuals who had evacuated their flooding home in search of higher ground and were stranded under a business's awning, hoping the rising water wouldn't overtake them. Lt. Rowland, along with Medics Drooger and Conklin, made multiple trips to get these and several other individuals to safety before returning to make their final rescue of the night before conditions became too dangerous due to high winds and swift moving water. This rescue involved a mother and daughter wading through chest-deep water in an attempt to evacuate the island.
Altogether, this crew rescued more than a dozen individuals, including children, and ensured they were transported to a safe location. For making these rescues under conditions that placed their own lives in imminent peril, Lt Steven Rowland, FF/PM Adam Drooger and FF/PM Logan Conklin are awarded the Medal of Valor.

During Hurricanes Helene and Milton, the entire staff of TIFR supported or participated in the management of disaster conditions. Our members are not often placed in such extreme conditions and asked to devote so much to support the immediate recovery efforts, some working 96 hours straight. All demonstrated exceptional courage and commitment to the citizens of Treasure Island. Without their efforts, the suffering and loss of life in our city would likely have been significantly greater.

For these actions, each member of Treasure Island Fire Rescue who served their community from September 26 - October 10 2024 is now authorized to wear the *Hurricanes Helene/Milton* citation bar.

POLICY/PURPOSE: Employee recognition for exceptional performance.

STRATEGIC PLAN RELEVANCE: Goal 2: Maintain a safe community

ANALYSIS/DISCUSSION: N/A

FUNDING: N/A

MOTION: N/A

ATTACHMENTS:

AGENDA ITEM NO. D.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: October 7, 2025

SUBMITTED BY: Cathy Hayduke, Parks & Recreation

ITEM TYPE: Presentations

AGENDA SECTION: PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

SUBJECT: Post Storm Volunteer Recognition

BACKGROUND: Hurricane Helene made landfall in Florida the evening of September 26, 2024, followed by Hurricane Milton making landfall in the state on October 9, 2024.

POLICY/PURPOSE: To recognize volunteers who assisted with post hurricane recovery

STRATEGIC PLAN RELEVANCE: N/A

ANALYSIS/DISCUSSION:

In the wake of Hurricanes Helene and Milton, our community was tested in unimaginable ways. But even in the face of devastation, the strength, compassion, and resilience of our residents shone through. Many selfless individuals and businesses stepped up to donate their time, resources, and dedication to support the recovery efforts. Their actions exemplify the very best of what it means to be part of the Treasure Island community.

Staff would like to recognize and thank each of the volunteers who rose to the occasion when it mattered most. Their commitment has left a lasting mark on our city.

<u>Community Development Support</u>
Diana Crabill
Arden and Donna Dickey

Dawn Fader
Heidi Horak
Joan Leak
Steve Riebold
Bobby Roberts
Cindy Winters

Fire Department Support
Steve Jones, Housing of staff
Anita Marshall, EOC support
Clyde Smith, Housing of staff

Human Resources, Community Support - Donation Centers
Carrie Auerbach
Joan Leak
Philip and Sandy Reda

Parks and Recreation Support - Commemorative Benches
Richard Harris
Don and Joan Leak

Police Department
Barbaros Ayaz, opened his Shell Gas Station during the storms and provided critical fuel for patrol vehicles

FUNDING: N/A

MOTION: N/A

ATTACHMENTS:

AGENDA ITEM NO. F.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 7, 2025
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Approval of the following Minutes: April 15, 2025, Regular and Workshop Meetings, July 7, 2025, Workshop and Special Meetings, and August 19, 2025, Regular Meeting.
BACKGROUND:	Minutes of public meetings are governed by Florida Statute 286.011. The minutes are not required to be verbatim. Minutes will, however, include: the location, time and duration of the meeting; identification of attending Commission Members; titles of topics that were considered; action taken, in the form of motions, seconds, and votes on the motions. The City Clerk's office recognizes the historical value of providing context. To that end, the City Clerk's office may add a summary of discussions and additional details.
POLICY/PURPOSE:	The purpose of this item is to review and approve the following minutes: April 15, 2025, Regular and Workshop Meetings, July 7, 2025, Workshop and Special Meetings, and August 19, 2025, Regular Meeting.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	.
FUNDING:	There is no cost associated.
MOTION:	I move to approve the minutes, as presented.

ATTACHMENTS:

April 15, 2025 Regular Minutes.pdf
April 15, 2025 Workshop Minutes.pdf
07.07.2025 Workshop Minutes_Final.pdf
07.07.2025 Special Meeting Minutes_final.pdf
August 19 2025 Regular Minutes_Final.pdf

BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, APRIL 15, 2025
CITY HALL COMMISSION CHAMBERS
10451 GULF BLVD TREASURE ISLAND FL 33706

Minutes

A. PLEDGE OF ALLEGIANCE

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

B. ROLL CALL

Present

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

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

Commissioner Clark requested to add Item I.5, Terminate the Contract with Advanced Engineering and Design Effective Immediately. .The Commission unanimously approved the change. There were no other revisions.

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

City Manager Charles Anderson introduced Lisa-Marie Kennedy as the new City Clerk and Gary Volenec as the new Assistant Public Works Director.

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Mr. Mitchell Shenkman, Isle of Palms, announced the Gulf Beaches Rotary would be hosting an Easter Egg Hunt event.

Mr. Rick Matthews, District 3, inquired about the plan for road repair.

Mr. Bob Minning, District 3, expressed gratitude for staff and the Commission, addressed social media comments, and explained there was misinformation spreading.

Ms. Sara Pennington, Isle of Palms, explained the residents' water bills seemed high, suggested looking into the waste water account as it had accrued a high amount of money and the residents could be overcharged. Commissioner Dickey corrected information he calculated with the wastewater account in the last meeting.

Mr. Ronald DeBiase, Isle of Palms, informed the Commission he was forming a petition to change the City government to a Strong Mayor.

Mr. Vince Shriber, Lagoon Lane, asked the Commissioner to come up with a private public partnership to help pay for the Public Safety Facility and said he wanted see development in the City.

F. COMMISSIONER REPORTS

Vice Mayor Tammy Vasquez corrected the number of Public Works Department employees stated in the last meeting, wanted to move forward with investigating potential stormwater outsourcing to Pinellas County, and inquired about having workshops on a different day or earlier in the day.

Commissioner Clark addressed the City's financial situation and pending decrease in tax revenue, explained two slides included in the background material, stated the Police should move into City Hall, wanted to put together a council of experienced residents to encourage development, agreed with residents that the water bill did seem high and would like staff look at the cost, asked to review what Stacy Boyles had done, requested to know who did the study and how much the survey was, and asked when residents would get refunds for permits and asked for a general time frame.

Commissioner Czyszczon announced Mike Helfrich had resigned, relayed he found the bond counsel meeting informative, addressed negative comments towards the past Mayor and Commissioners, and stated he would like to the Police Department moved into City Hall and the Fire House built on 108th Avenue.

Mayor Doctor addressed the number of Public Works Employees, stating 10 of the 48 employees were bridge tenders, Maderia Beach had about half of the number of residents of the City of Treasure Island, and noted ABC was interviewing all the mayors regarding the hurricane recovery. Mayor Doctor explained he was optimistic through the interview.

G. CONSENT AGENDA – None.

H. APPROVAL OF MINUTES – None.

I. ITEMS OF BUSSINESS

I.1. Second and Final reading of Ordinance 2025-03, Amending FY25 General Fund Budget to Recognize insurance proceedings of $1,891,008.97

Finance Director Mike Howard presented the item as detailed in the background material. City Attorney Jennifer Cowan read Ordinance 2025-03 by title only. Mayor Doctor called for public

comment with no response. **Commissioner Czyszczon moved to approve and adopt Ordinance 2025-03 at the second and final public hearing, seconded by Commissioner Dickey. The motion carried five to zero.**

I.2. Adoption of the 2025 Pinellas County Multi-Jurisdictional Local Mitigation Strategy

Planning Manager Jesse Miller presented the item as detailed in the background material. Commissioner Clark asked if the adoption took place every five years. Planning Manager Miller confirmed. Commissioner Dickey would like to learn what Tarpon Springs and St. Petersburg were doing that the City was not doing to get a higher discount for flood insurance for residents and would like to investigate obtaining a grant writer and noted potential funding resources. Commissioner Czyszczon would like to discuss a grant writer in a future agenda item. Mayor Doctor asked for public comment with no response. **Vice Mayor Vasquez moved to approve and adopt Resolution 2025-06, adopting the 2025 Pinellas County Multi-Jurisdictional Local Mitigation Strategy, seconded by Commissioner Czyszczon. The motion carried five to zero.**

I.3. Interlocal Agreement with St. Petersburg College

Fire Chief William Barrs presented the item as detailed in the background material. Mayor Doctor asked for public comment with no response. **Commissioner Dickey moved to approve and authorize the City Manager to execute the interlocal agreement with St. Petersburg College to use the mid-town campus as an EOC, seconded by Commissioner Czyszczon. The motion carried five to zero.**

I.4. Appointment to the Planning and Zoning Board

Deputy City Clerk Tia Payton presented the item as detailed in the background materials. Deputy City Clerk Payton clarified there were two seats vacant on board: one seat for District 1 and an Alternate seat. The four applicants approached the podium and introduced themselves to the Commission. Vice Mayor Vasquez inquired if time would be a constraint for Mr. Mark Zdrojewski due to being a business owner. Mr. Mark Zdrojewski informed the Commission that time was not a constraint. Vice Mayor Vasquez was in favor of having Mr. Zdrojewski for the District 1 seat. City Attorney Jennifer Cowan clarified for Commissioner Clark the candidates were nominated by resolution and the blanks would be filled in with the names chosen by the Commission then the motion would be to approve the resolution. Commissioner Czyszczon was in favor of Kara Simm for the District 1 seat and Mark Zdrojewski for the Alternate seat. Mayor Doctor dittoed Commissioner Czyszczon. Commissioner Clark was in favor of Kara Simm for the District 1 seat and Mitchell Shenkman as the Alternate. Commissioner Dickey favored Kara Simm for the District 1 seat and Mark Zdrojewski as the Alternate. **City Attorney Cowan inquired if Vice Mayor Vasquez's motion was to approve Resolution 2025-05 showing planning and zoning board member Kara Simm as the District 1 member with her term ending August 31, 2027 and Mark Z as the Alternate member with his term ending August 31, 2026. Vice Mayor Vasquez confirmed. The motion was seconded by Commissioner Czyszczon and carried five to zero.**

I.5. Terminate the contract with Advanced Engineering and Design (AED) effective immediately

Commissioner Clark explained he believed it was time to move on from Advanced Engineering and Design due to support of a mandate that would have added $200,000-300,000 cost to resident home improvement, negative impact on economic growth, used our work product to promote business in other communities and highest multiplier at 3.0 than any other of the city contract on call engineers. Commissioner Dickey was in favor of keeping AED as he believed AED did well with the Terrain Modification Program and it was unfair to punish AED for following instructions. Commissioner Czyszczon was in favor of removing AED. Vice Mayor Vasquez would like more information. Mayor Doctor would also like more information and further explained it would irresponsible do away with an engineer before having another in place. Commissioner Clark asked if AED could be audited. Commissioner Czyszczon stated an audit was a waste of time. Commissioner Clark asked how to get an item on the agenda and if the City Manager was asking the rest of the Commissioners were being asked about things other Commissioners wanted to see. Vice Mayor Vasquez mentioned having problems getting items added to the agenda. City Manager Anderson explained during a special meeting the Mayor called the meeting and the simplest way to add an item was mentioning it on the dais. Mayor Doctor stated when a special meeting was called the agenda was set by the Mayor or Vice Mayor in the Mayor's absence, but for the regular agenda any commissioner could place an item on the agenda through the City Manager. City Attorney Cowan confirmed. Mayor Doctor clarified to take something off the agenda three commissioners would have to agree. City Attorney Cowan clarified the item could be tabled with no date to be brought back up. She further clarified AED had different disciplines with the City and the motion would have to clarify if it was for all disciplines and contracts or specific disciplines and contracts. Mayor Doctor called for public comment.

Mr. Richard Harris, District 4, noted the other engineering firms the City used.

Mr. West Evans, District 2, was in favor of terminating AED.

Ms. Sara Pennington, District 2, inquired about having an in-house audit for AED.

Mr. Gary Potenziano, District 3, asked Vice Mayor Vasquez to continue moving forward with wastewater outsourcing, noted the City could look at other engineering firms and asked for no more consultants.

Discussions continued. City Attorney Cowan clarified the engineering firms may be contracted for the City but not for the same disciplines as AED. The Commission unanimously agreed to move the item to the next meeting. City Attorney Cowan received clarification from Mayor Doctor the item would be tabled until the May 6, 2025, meeting. **Commissioner Clark moved to continue the item to the next meeting, seconded by Commissioner Czyszczon.** Mayor Doctor called for public comment.

Ms. Brandy Long, District 2, inquired if staff could clarify if any of the other firms cover all five disciplines.

Mr. Rick Matthews, District 3, inquired if the City had any active projects which we would need to be paused and to review the contracts for the notice of provisions.

The motion carried five to zero.

J. ADJOURNMENT

The meeting adjourned at 7:40 p.m.

_____

John Doctor, Mayor

Attest:

_____

Tia Payton, Deputy City Clerk

BOARD OF COMMISSIONERS WORKSHOP
TUESDAY, APRIL 15, 2025
CITY HALL COMMISSION CHAMBERS
10451 GULF BLVD TREASURE ISLAND FL 33706

Minutes

Mayor Doctor called the meeting to order at 7:55 p.m.

Present

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

A. CITY MANAGER AND CITY ATTORNEY REPORT

City Attorney Jennifer Cowan had no report. City Manager Charles Anderson provided a report which was detailed in the background material.

B. DISCUSSION

B.1. TREASURE BAY UPDATE

Parks and Recreation Director Cathy Hayduke presented an update on Treasure Bay, including photos of the damage. She explained that the clubhouse sustained moisture damage up to six feet, requiring removal of all materials from the floor to the ceiling studs. Parks and Recreation received a $281,650 grant from the United States Tennis Association to repair all tennis fences, resurface courts, and begin electrical panel repairs. She reported that tennis programming had resumed, pickleball was taking place on the basketball courts, the property line fence was scheduled for repair, and the maintenance building lost its roof during Hurricane Milton, which resulted in the loss of items that had been moved there from the clubhouse. She continued her report explaining the living shoreline project was underway with oyster domes currently being installed, pond planting was scheduled for May 2025 with volunteers being sought, outland grading was

scheduled for April through May 2025, the kayak launch was planned for May 2025, and the pavilions and pathways were scheduled for installation in July 2025.

Commissioner Clark asked if the seawall would extend around the entire perimeter. Director Hayduke confirmed and explained that it would also include a boardwalk with educational signage. Commissioner Czyszczon asked about the linear footage of the seawall, and Director Hayduke responded that it would be 2,340 feet with the current seawall cap removed. Commissioner Clark asked about demolition of the clubhouse, and Director Hayduke replied that it would be a decision for the Commission. City Manager Anderson inquired about the design of the walking path. Vice Mayor Vasquez asked when the Commission would discuss golf course ideas, and Commissioner Clark expressed interest in discussing them as soon as possible. City Manager Anderson noted that the discussion would take place during a workshop on a non-meeting day. Commissioner Czyszczon asked about drainage issues, and Director Hayduke explained that berms had been placed to redirect water away from the Village and resolve the problem.

C. PUBLIC COMMENT

Mr. West Evans, Isle of Palms, inquired if docks for residents to use would be a better use than the living shoreline and suggested having something to help make money for the City.

Ms. Sara Pennington, Isle of Palms, inquired what the budget was for the living shoreline, how much of the grant the City gets in hand and where was the City financially in regard to the living shoreline.

Commissioner Czyszczon inquired when the workshop for Treasure Bay. City Manager Anderson confirmed he will come back to the Commission with a date.

D. ADJOURNMENT

The meeting adjourned at 8:19 p.m.

_____

John Doctor, Mayor

Attest:

_____

Tia Payton, Deputy City Clerk

BOARD OF COMMISSIONERS REGULAR WORKSHOP
MONDAY, JULY 7, 2025 – 6:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MINUTES

Mayor Doctor called the meeting to order at 5:42 p.m.

Present:

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

A. CITY MANAGER AND CITY ATTORNEY REPORT

City Attorney Anthony Sabatini had no report. Acting City Manager Bobbie Shay Lee noted The Brown's, City Residents, were present and had progress on their rebuilding.

B. DISCUSSION

B.1 Public Safety Facility Scope, Location and Funding Discussion

Commissioner Dickey requested the scope, location, and funding be discussed separately. Fire Chief Williams Barrs displayed a presentation found in background material and said he was available for questions. Mayor Doctor noted the first piece to discuss was the combination of the Fire and Police Departments in one facility, remarked on funding changes, and suggested the Police Department be put in the fourth floor of City Hall but build the Fire Department Facility on Gulf Boulevard with the potential of an added second floor in future.

Chief Barrs said the architect could design the building with a future plan to add a second story and relayed design/building costs.

Commissioner Dickey displayed a spreadsheet, as contained in background material, with cost estimates showing the cost difference between putting police on the fourth floor versus building a police and fire building. Commissioner Clark thought the original request was for a 6,000 square foot fire station and wanted separate bids for building the Fire Station with and without the possibility of second story. Chief Barrs clarified the Fire Department had always requested

an 8,010 square foot facility and asked Commissioner Dickey if the estimate for the fourth floor included design costs. Chief Barkley said there was a meeting for cost estimates for the fourth floor and stated the Police were okay with any place to operate.

Continuing to review the spreadsheet, Commissioner Dickey noted no matter what path the Commission took, funding needed to be decided and stated funding the debt could be managed without raising taxes. Commissioner Czyszczon asserted building next door to City Hall would decrease parking revenue. Following remarks, Commissioner Clark highlighted a previous email from the Fire Department requesting 6,000 square feet and questioned why Citizens Voices of Treasure Island was referenced on Commissioner Dickey's spreadsheet.

Commissioner Dickey continued reviewing the spreadsheet and highlighted pending grants that could assist with funding the Public Safety Facility and other City projects.

Commissioner Clark wanted to know if Public Works Director Gary Volenec had been involved with the Public Safety Facility and said the Independence Day fireworks display was great.

Vice Mayor Vasquez agreed with Commissioner Dickey regarding the debt difference between a combined versus separated Police and Fire facility, emphasized Fire and Police Departments responses to disasters would improve with a new building, believed there would be increased tax revenue due to rebuilding old homes, asserted delaying decisions on the building was short sighted, felt the Police Department deserved the same as the Fire Department, and said a State Representative advised the City to request additional funding from the State in the next legislative session.

After touching on effects of impact fees on development, existing efforts to harden the City Hall, impacts of building next to City Hall building, problems with ingress/egress from the site, issues with land contamination on the site, Commissioner Czyszczon advocated for the Fire Station to be built on 108th Avenue with the potential of adding Police in the future and distributed/described a proposed layout contained in background material.

Chief Barrs clarified the Florida Department of Transportation was okay with an ingress/egress on Gulf Boulevard, there was no contamination on the Gulf Boulevard site, and a 5,000 square foot site would not be sufficient, and the pump station could not be moved. On Commissioner Czyszczon's request, Chief Barrs advised backing into the proposed site was not advisable.

Chief Barrs made remarks on potentially higher insurance proceeds and spoke to construction costs. Mayor Doctor called for public comment.

Ms. Brandy Long, District 2, advocated for fiscal responsibility when making decisions about the public safety building.

Mr. Robert Bazzo, Isle of Capri, supported fiscal responsibility, highlighted a County-Madeira Beach public safety building partnership, did not believe funding should be calculated based on projections or that parking would cover the fees, spoke on the size and location of the previous Fire Station, and remarked on future outsourcing of the Police Department.

Mr. West Evans, Isle of Palms, liked Commissioner Czyszczon's plan, wanted the Police Department in City Hall, commented on outsourcing the Police Department, and the inevitability of raising taxes.

Mr. Mark Hohe, District 3, opined on the difficulties of planning the building with numerous interested parties and asked if the $1.5 million State funds were applicable if the Police and Fire Departments were separated. Mayor Doctor advised the funds were applicable if Police and Fire Departments were combined or not. Mr. Hohe was not inclined to give away parking spaces and said grants could take a long time so should not be counted on and it was unfortunate that people questioning funding were anti-police, and was tired of being scolded by the Commission.

Mr. Rick Matthews, District 3, asked if soil samples had been taken from the 108th Avenue site to ensure it was buildable and reminded the Commission their responsibility was to the residents.

Commissioner Czyszczon wanted a copy of the contamination reports for the location on Gulf Boulevard. Commissioner Clark was disappointed the perception was if someone was not supportive of a $12 million building they were against Police, believed the Public Safey Building controversy had caused residents to want to outsource Police, and thought the majority of residents wanted Police in City Hall and a correct-sized fire station, and did not agree with spending $8 million on a fire station.

Mayor Doctor expounded on the history of the City Hall and Public Safety Building locations, wanted to keep the City Police and Fire Departments, and advocated for building the Fire Station that incorporated a second story option. Commissioner Czyszczon asked about the direction to staff.

Mayor Doctor was fine with increasing the parking fees but did not want it earmarked for debt payments because it could be helpful for other projects.

Following talks, Commissioner Dickey and Vice Mayor Vasquez were okay with the Gulf Boulevard location. Commissioner Clark did not care about location. Commissioner Czyszczon favored the building on 108th Avenue.

Commissioner Clark wanted consensus on moving Police in City Hall. Vice Mayor Vasquez did not want to make the decision without knowing the cost. Commissioner Clark was concerned with a $8 million station.

Chief Barrs noted the requested square footage was less than the previous station's square footage, the County was required to provide emergency medical services (EMS) and the Reddington Beach location was bult because the City did not have a fire station, and noted the temporary Fire and Police buildings cost $87,000 a month. Chief Barkley asked for confirmation to look at the feasibility of moving Police to the fourth floor. Commissioner Dickey emphasized the difference between the Fire Station versus Public Safety was not $5 million and borrowing was required no matter what plan was decided. Commissioner Clark asked

how big the old Fire Station was. Chief Barrs said the prior square footage was 11,000 and Police used around 3,000.

C. PUBLIC COMMENT

Mr. West Evans, Isle of Palms, wanted clarity on whether the garage space was included. Chief Barrs noted the $1,000 per square feet was an average.

Mr. Robert Bazzo, Isle of Palms, appreciated the clarity about Reddington Beach EMS building.

D. ADJOURNMENT

The meeting was adjourned at 7:09 p.m.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

BOARD OF COMMISSIONERS SPECIAL MEETING
MONDAY, JULY 7, 2025 – 5:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MINUTES

A. PLEDGE OF ALLEGIANCE

Mayor Doctor called the meeting to order at 5:00 p.m. and led in the pledge of allegiance.

B. ROLL CALL

Present:

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

C. ITEMS OF BUSINESS

C.1 Resolution 2025-12, Appoint the City Manager and Approving the City Manager Agreement

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

Vice Mayor Vasquez moved to approve the contract appointing Charles Van Zant as City Manager, effective July 15, and authorize the Mayor to execute the City Manager agreement, seconded by Commissioner Clark. (The motion was later amended.) Commissioner Dickey asked why the salary was increased $10,000 from the previous City Manager. Mayor Doctor noted Mr. Van Zant was not accepting medical insurance from the City, which offset the cost. Responding to Commissioner Dickey's observation of an incorrect date, City Attorney Anthony Sabatini said the Vice Mayor could restate her motion to say moved to approve the contract with the exception of changing the date in Section 12 to October 15, 2025. **Vice Mayor Vasquez moved to approve the contract with the exception of Section 12, and would like to move that date to October 15, appointing Charles Van Zant as City Manager, effective July 15, and authorize the Mayor to**

execute the City Manager agreement. Responding to Commissioner Czyszczon, Attorney Sabatini confirmed Fire Chief William Barrs was appropriately appointed as Acting City Manager and relayed he was unsure if Acting City Manager Bobbie Lee Shay was appointed appropriately but did not think there was a legal issue. Commissioner Czyszczon expressed he had no confidence in Attorney Sabatini's legal advice, did not believe the City was acting in compliance with the Charter, and would not be voting in favor of any items despite supporting the appointment of Mr. Van Zant.

Attorney Sabatini advised there could be a vote to install Ms. Lee as Acting City Manager. Chief Barrs read an email highlighting the appointment of Acting City Manager Lee. Attorney Sabatini did not believe any action was needed. **The motion carried four to one; Commissioner Czyszczon voted no.**

C.2 First Reading of Ordinance 2025-08 Amending Chapter 65 Impact Fees.

Attorney Sabatini reviewed the item and advised the City must enter into the agreement, but had discretion regarding the City's portion of the fees. Vice Mayor Vasquez asked if there was an automatic pause to the fees. Attorney Sabatini said the ordinance would not take immediate effect. Questions ensued on who collected the fees, who set the fee rates, and negotiating the split between the County and the City and the City's district. Attorney Sabatini advised the City could negotiate the fee split and the City's district. Commissioner Clark wanted to go to the County and negotiate the split and district. Attorney Sabatini would reach out to the County for a formal letter.

Commissioner Czyszczon moved to table the agenda item to the next workshop for discussion (the motion died for lack of a second). Responding to Commissioner Clark, Acting City Manager Lee advised on the deadlines to finalize the ordinance. Commissioner Czyszczon relayed questions he had sent Forward Pinellas, as contained in background material, and observed his previous motion requesting the item be tabled was intended to allow for more discussion.

Commissioner Dickey confirmed the City would still be required to collect the fees and remit them to the County if not formally adopted and was fine with moving the item forward but wanted a lot of clarification before the second meeting. Discussion continued on the applicability of the fee on development types. Commissioner Czyszczon wanted confirmation a moratorium could be implemented. Conversation ensued on clarifying the City's authority to waive/remit fees.

Mayor Doctor called for public comment. Mr. Rick Matthews, District 3, did not agree with impact fees on residential improvements, disliked the responses received from Kimley-Horn, and remarked on the use/exemptions of the impact fee.

Mr. Mark Hohe, District 3, reflected on a previous Forward Pinellas initiative.

Vice Mayor Vasquez moved to approve ordinance 2025-08 amending Chater 65 to adopt the multimodal impact fees and to move the item to the second reading and public hearing on July 15, 2025, seconded by Commissioner Dickey, and carried four to one; Commissioner Czyszczon voted no.

D. ADJOURNMENT

The meeting was adjourned at 5:33 p.m.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, AUGUST 19, 2025 – 6:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MINUTES

A. PLEDGE OF ALLEGIANCE

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

B. ROLL CALL

Present:

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

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

Commissioner Dickey asked to move Consent Item G.1. to the Regular Agenda. There were no objections. Item G.1. was moved to Item H.11.

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION – None.

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Mr. Ross Sanchez, 44 Dolphin Drive, spoke about the increased cost of health insurance and encouraged the Commission to evaluate other options next year.

Mr. Robert Bazzo, District 1, wanted a City Attorney opinion on referendums for increased height, was pleased to see progress for increased development/density, and reiterated the desire for Attorney Sabatini's opinion on Senate Bill 1718. City Attorney Anthony Sabatini confirmed there could be no referendum on height and expounded on the application going before the Local Planning Agency (LPA) allowed for increased height.

Mr. Kia Serajfar, Isle of Capri, wanted more understanding of why building review/engineering review was not done in house and wanted staff to do a one-time, thorough review of permits, rather than piecemeal.

Ms. Carol Braddy, Isle of Capri, expressed gratitude for the opportunity to serve on the LIFT Board, favored a single building for Public Safety facility for cross-departmental cooperation and efficiency, and was not in favor of outsourcing solid waste and wanted a master plan before outsourcing.

Ms. Marie Barba, Sunset Beach, spoke about past referendum changes regarding height limitations, expressed displeasure at the density the LPA approved, was concerned about the impacts of increased density, and wanted the causeway bridge toll to come back.

Ms. Barb Adams, Isle of Palms Civic Association President, felt the height restrictions were important to maintaining the character of Treasure Island.

Ms. Sarah Pennington, Isle of Palms, appreciated Attorney Sabatini's explanation and asked what would happen if the Commission did not approve the comprehensive plan amendment. Attorney Sabatini stated the Commission would not be able to accept applications for higher height. Ms. Pennington wanted clarity that the City would not lose the ability to restrict height. Attorney Sabatini expounded on the Live Local Act.

F. APPROVAL OF MINUTES

F.1 Approval of the following Minutes: July 18, 2023, and August 8, 2023, Regular and Workshop Meetings.

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

G. CONSENT AGENDA

Vice Mayor Vasquez moved to approve Consent Agenda G.2., as written, seconded by Commissioner Czyszczon. Mayor Doctor called for public comment; there was no response. **The motion carried five to zero.**

G.1 Authorize the construction contract for the Treasure Island Dune Walkovers Repair Project (Moved to Item H.11.)

G.2 Ratification of Expenses to TLC Diversified, LLC for emergency repair of a wastewater sewer service located at 108th Ave and 1st Street E in the Total Amount of $52,040.00.

H. ITEMS OF BUSINESS

Commissioner Clark moved the Commission to direct the City Manager to complete the design and engineering as soon as possible to locate the Treasure Island Police in City Hall, followed by bidding and awarding the construction of the Police facilities in City Hall; not to spend any design and engineering funds on any other location for the Police other than City Hall; and report

once a month to the Commission on design, engineering, procurement, and construction progress from now until the police occupy the new facilities in City Hall (The motion died for lack of a second).

Vice Mayor Vasquez moved, based on the following assurances regarding outsourcing the solid waste program, substantial savings would be realized by the residents and commercial customers, the level of service would not be reduced, collection of solid waste at parks, beach access points, and other areas on Treasure Island not included in WastePro would be handled by City staff, the City had received favorable terms from WastePro for the purchase of the existing City-owned trucks, dumpsters, bins, and miscellaneous assets; therefore, the City of Treasure Island would commit to the outsourcing of the solid waste program with WastePro of Florida, as recommended by staff, seconded by Commissioner Czyszczon. Mayor Doctor asked if the Commission had enough information. City Manager Charlie Van Zant said Public Works Director Gary Volenec wanted the direction included in the motion from the Commission to better negotiate a contract with WastePro, and a contract would be brought back to the Commission. Answering Mayor Doctor, Director Volenec confirmed the Commission could take action to allow staff to move forward and detailed expected savings. On request from Commissioner Dickey, Vice Mayor Vasquez restated a portion of the motion as, collection of solid waste, parks, beach access points, and other areas on Treasure Island not included with WastePro would be handled by City staff. Commissioner Dickey asked who currently handled those services. Director Volenec said a combination of Public Works, WastePro, and Parks And Recreation staff and adjustments were being made to better handle those pickups. Commissioner Dickey highlighted the importance of maintaining the same level of service. Director Volenec relayed high praise for WastePro from other municipalities. In answer to Commissioner Dickey, Director Volenec said the impact to the City was financially neutral since solid waste was an enterprise fund. Commissioner Dickey suggested keeping the billing with the City. Director Volenec noted outside billing would be advantageous to staff, but WastePro would leave billing with the City if desired. Commissioner Clark asked for confirmation WastePro had offered more money for trucks than expected. Director Volenec confirmed.

Mayor Doctor called for public comment. A resident residing at 125 110th Avenue expressed confusion about solid waste and did not understand why the City was outsourcing solid waste.

Mayor Doctor said the City was outsourcing solid waste because it was a savings for residents and alleviated capital funds for other needed projects.

The motion carried five to zero.

H.1 Second Reading and Public Hearing of Ordinance 2025-06, Budget Amendment to Fund Treasure Bay Tennis Court Resurfacing and Fence Replacement in an amount not to exceed $231,650.

City Clerk Lisa-Marie Kennedy advised the item needed to be continued to the September 2, 2025, Regular Commission meeting. **Vice Mayor Vasquez moved to continue the item of business for Item H.1., seconded by Commissioner Dickey, and carried five to zero.**

H.2 Ordinance 2025-19 - Budget Amendment to recognize additional expenses of $3,283,300 incurred during Hurricanes Helene and Milton

Attorney Sabatini read the ordinance by title only. Finance Director Victor Ortiz clarified staff was not requesting to spend money, this was corrective action to reflect money that had already been spent.

Vice Mayor Vasquez moved to approve Ordinance 2025-19 at the first public hearing and to schedule it for a second reading at the September 16, Regular Commission meeting, seconded by Commissioner Clark.

Ms. Sarah Pennington, Isle of Palms, wanted information at the next reading of the ordinance regarding the $487,000 expense for contractual services in account 46900.

Ms. Kimberly Stewart, Isle of Palms, was displeased with personnel costs and the need for supplemental services.

Mr. Robert Bazzo, District 1, wanted to know if the costs were expected to be reimbursed by Federal Emergency Management Agency (FEMA) and said there were many costs in the agenda item.

Director Ortiz said most of the money was emergency money for hurricane recovery. Mayor Doctor asked if FEMA was reimbursing the funds. Director Ortiz confirmed they expected reimbursement but unsure of the timeline.

The motion carried five to zero.

H.3 First Reading of Ordinance 2025-18, Amending FY 2025 to Recognize a Loan from the General Fund to the Building Fund in the Amount of $1,100,000.

Finance Director Victor Ortiz spoke on the item. Attorney Sabatini read the ordinance by title only.

Vice Mayor Vasquez moved to approve Ordinance 2025-18 at the first public hearing and to schedule it for a second reading and public hearing, seconded by Commissioner Czyszczon. Mayor Doctor called for public comment; there was no response. Commissioner Dickey asked if the funds were being expended. Director Ortiz explained the item was for a loan to be given to the Building Fund from the General Fund. **The motion carried five to zero.**

H.4 Approval of Resolution 2025-17: Update of Signature Authority

Vice Mayor Vasquez moved to approve Resolution 2025-17, adding Charles Van Zant to the list of signers on the City's financial accounts, seconded by Commissioner Czyszczon. Mayor Doctor called for public comment; there was no response. **The motion carried five to zero.**

H.5 Approval of Resolution 2025-18: Watershed Management Plan Supplement

Vice Mayor Vasquez moved to adopt and accept the Community Rating System Supplement to the Watershed Management Plan, seconded by Commissioner Clark.

Mayor Doctor called for public comment; there was no response. **The motion carried five to zero.**

H.6 Approve City Manager's Purchase Authority of $154,417 to Smith Industries Incorporated, doing business as (dba) Smith Fence Company, for the Treasure Bay Tennis and Basketball Courts Fence Replacement

Vice Mayor Vasquez moved to approve and authorize the City Manager's Purchase Authority to Smith Industries, Inc. d/b/a Smith Fence Company in the amount of $154,417 for the tennis and basketball courts fence replacement at the Treasure Bay Golf and Tennis Facility, seconded by Commissioner Czyszczon. Mayor Doctor called for public comment; there was no response. Assistant Director Mike Baker expounded on the item. **The motion carried five to zero.**

H.7 Motion to Approve City Manager Purchase Authority of $49,988 to Somerfield Construction Services for demolishing and rebuilding the Rosselli Park-Bill Lyons Field dugouts.

Vice Mayor Vasquez moved to approve and authorize the City Manager's Purchase Authority to Somerfield Construction Services in the amount of $49,998 for demolishing and rebuilding the Rosselli Park-Bill Lyons Field dugouts, seconded by Commissioner Czyszczon. Mayor Doctor called for public comment.

Mr. Ross Sanchez, 44 Dolphin Drive, remarked on the different characteristics of the island and believed it was beneficial to be open to enhancements on different parts of the island.

Commissioner Dickey asked if the expenditure had been reported to insurance. Assistant Director Baker said they did expect some insurance proceeds. Vice Mayor Vasquez echoed Mr. Sanchez's remarks about supporting other projects.

The motion carried five to zero.

H.8 Kingfish Park (Commissioner Czyszczon)

After reviewing a presentation, as contained in background material, Commissioner Czyszczon moved to direct City staff and the City Manger, to look into selling Kingfish park (the motion died for lack of a second). Mayor Doctor believed it would be premature to investigate those options due to rights-of-way and parking impacts, thought a 99-year lease might be beneficial, and said the item could wait until the comprehensive plan was addressed. Commissioner Dickey elaborated on the disrepair, asked about parking, spoke about it being a favorite fishing spot, and said he would favor a lease if it reserved the ability for public fishing. Vice Mayor Vasquez agreed repairs would exceed $500,000, liked the lease option if it released the City from liability due to high currents, and believed the City should take some action to secure the area. Commissioner Clark agreed taking action should be delayed but did want the area secured. Commissioner Czyszczon wondered if Economic Development Director Joan Goodrich should provide input on the property value. Attorney Sabatini advised the charter prohibited the sale of property that provided access to water and offered the option of building what the City wanted to see there and then lease it out. Police Chief John Barkley said staff would install better fencing and more appropriate signage. Commissioner Dickey asserted the City should take

action on the property and supported Director Goodrich being involved in the property. Vice Mayor Vasquez and Mayor Doctor believed it was advantageous to discuss the property. Mayor Doctor called for public comment.

Mr. Robert Bazo, District 1, favored using the space as a public-private partnership opportunity.

Mr. Ross Sanchez, 44 Dolphin Drive, encouraged the Commission to take some action for economic benefit.

Mr. Mark Hohe, District 3, appreciated the discussion about the item but encouraged action from the Commission for staff to move forward.

Ms. Marie Barba, Sunset Beach, emphasized the importance of following the charter and expressed concern the City would repair the seawall and then sell it to a developer and favored leasing the property.

Mr. Grant Smith, Sunset Beach, highlighted the importance of public spaces and wanted the Commission to consider the holistic value of open spaces versus the utilitarian cost.

Commissioner Czyszczon wanted Director Volenec to evaluate the cost of fixing the seawall. Commissioner Czyszczon moved to direct staff to figure out what the actual cost was of fixing the seawall (the motion died for lack of a second). City Manager Van Zant relayed a conversation with Director Goodrich about the area, wanted the area secured, and wanted Commission direction to evaluate all the options for the property. Mayor Doctor asked the City Manager to provide regular reports on the property. Commissioner Dickey noted there was a grant application to fix City seawalls.

H.9 Award Piggyback Contract for Sanitary Sewer Pump Station Repair, Rehabilitation, and Improvements to TLC Diversified, Inc. and provide purchase authorization to the City Manager of up to $250,000 for Wastewater and Stormwater System repairs, on an as needed basis.

Vice Mayor Vasquez moved to approve the Piggyback Contract between the City of Treasure Island and TLC Diversified, Inc., for Sanitary Sewer Pump Station Repair, Rehabilitation, and Improvements and authorize expenditures totaling up to $250,000, seconded by Commissioner Czyszczon. Mayor Doctor called for public comment; there was no response. **The motion carried five to zero.**

H.10 Discuss Workshops (Vice Mayor Vasquez)

Vice Mayor Vasquez commented on the difficulty for the public to attend late Commission meetings, the fatigue of Commission and the public, relayed the County's workshop scheduling, and was open to discussion on alternative workshop scheduling options. Commissioner Clark relayed citizen concerns with daytime meetings. Mayor Doctor favored holding the meeting prior to the Regular meeting and suggested holding the workshop at 5 p.m. Vice Mayor Vasquez emphasized staff reports should be brief to maximize discussion. Commissioner Clark liked 4:30 p.m. or 5 p.m. Commissioner Dickey did not want any additional meetings and suggested routine items be scheduled before the meeting but budget workshop that could take 4-5 hours should be scheduled separately. Commissioner Czyszczon opposed early morning meetings

and agreed, depending on subject, it could precede the Regular meeting but did not want to another meeting date. Following discussion, the Commission consented to move Workshops to 5 p.m., with the Regular Meeting scheduled for 6 p.m., and the new schedule would begin September 2, 2025. Mayor Doctor called for public comment.

Ms. Maryellen Keeler emphasized that people could not leave their employment to attend Commission meetings and decisions should be made to ensure the public have access.

Ms. Marie Barba, Sunset Beach, noted previous meeting schedules.

Mr. Mark Hohe, District 3, highlighted daytime meetings did not permit people outside retirement age to participate.

H.11 Authorize the construction contract for the Treasure Island Dune Walkovers Repair Project (Removed from Consent Agenda)

Vice Mayor Vasquez moved the City Commission authorize the construction contract for the Treasure Island dune walkover project, seconded by Commissioner Czyszczon. Commissioner Dickey thought the contract had a lot of lose ends and asked why the repairs were being done during turtle season. Director Volenec corrected the contract cost and advised Public Works was using a "posts-and-ropes" option and would not be building in renourishment areas. Commissioner Dickey wanted clarity on what constituted a mobilization and what exclusions meant in the contract. Director Volenec said the contract was a not-to-exceed and was hoping the final cost would be lower and disposal of materials was included. Commissioner Dickey stated for Sunset Beach residents the walkways would be removed and replaced with posts and ropes, but would be replaced following renourishments. Commissioner Clark asked about prior quotes for complete replacement. Director Volenec stated the plan was a good alternative to full replacement. Commissioner Clark asked if a complete boardwalk would be replaced once the renourishment project was complete. Director Volenec said they would explore different options, like beach fencing and possible vegetation. Mayor Doctor called for public comment.

Mr. Richard Harris, Chair Planning and Zoning, reflected on past dune walkover plans and believed the item was a great savings for the City, remarked on some difficulties with implementation, and wanted to move forward with the item.

The motion carried five to zero.

I. COMMISSIONER REPORTS

Vice Mayor Vasquez appreciated the work on mosquito control and encouraged residents to monitor/address standing water, suggested a public City gym, encouraged residents to fill in holes on the beach for turtles, and highlighted the Treasure Island 9/11 Memorial Walk and encouraged participation.

Commissioner Clark thanked Director Ortiz for attending the Isle of Palms Pizza Party, which was a constructive event; relayed a conversation with the Pinellas County Building Department regarding outsourcing the permit department and said the County would provide staff to assist

with emergency situations. Vice Mayor Vasquez noted the County would only allow their staff to assist if the City made the codes match the County.

Commissioner Dickey shared a presentation contained in background material and said he would bring back a resolution to encourage strong leadership and bold risk taking.

Mayor Doctor thanked City Manager Van Zant speaking at the Rotary Club.

J. ADJOURNMENT

The meeting was adjourned at 8:18 p.m.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

AGENDA ITEM NO. G.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 7, 2025
SUBMITTED BY:	David Green, Administration
ITEM TYPE:	Contracts
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Service Agreement, Gulf Beaches Public Library FY26
BACKGROUND:	In 1971, the 5 communities of City of Treasure Island, City of Madeira Beach, Redington Beach, North Redington Beach and Redington Shores formed a non-profit corporation called Gulf Beaches Public Library, Inc. At the time, there were a total of 9 board members - 2 members from each of the larger municipalities and 1 from Redington Shores. There were also 4 ex officio (non-voting) members. Contributions for the maintenance and support of the library were to be fairly equitably determined by written agreement of the contributing municipalities. The Board adopted Bylaws (latest in 2010) which allowed for 2 trustees from each municipality and 2 ex officio members. The Board does not have legal counsel. The Service Agreement is updated annually to reflect the new fiscal year's funding commitment to the Library by the City of Treasure Island based on the adopted FY 2026 budget.
POLICY/PURPOSE:	To execute the Gulf Beaches Public Library Service Agreement for Fiscal Year 2026.
STRATEGIC PLAN RELEVANCE:	Financial & Economic Development Road Map, Goal #2, Objective #1 - Gain an understanding of how resources/assets are valued by the community.
ANALYSIS/DISCUSSION:	Each year, per the interlocal library continued funding agreement, the new funding level is accepted or rejected by the five municipalities that make up the Gulf Beaches Public Library. The Library's budget has been adopted so the next step is to accept the Service Agreement for next fiscal year reflecting the approved funding commitment from the City of

Treasure Island.

There are no significant changes compared to the FY25 agreement. The City's portion of the Gulf Beaches Public Library budget is decreasing by 3.2% from $166,623 to $161,290.

FUNDING: The services agreement reflects a 3.2% decrease in the City's portion of the library's funding. That money is reflected in the Library program (001-5710).

MOTION: I move to approve / deny and authorize the Mayor to execute the FY 2026 Gulf Beaches Public Library Service Agreement in the amount of $161,290.

ATTACHMENTS:
Interlocal thru 9.30 2026.pdf
GBPL Town Allocations 2025-26.pdf
GBPL Budget 2025 -26.pdf
Treasure Island Service Agreement 25-26.pdf

Original BOC Approved Oct. 13, 2021

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INTERLOCAL AGREEMENT FOR THE CONTINUED FUNDING OF THE GULF BEACHES PUBLIC LIBRARY, INC.

THIS INTERLOCAL AGREEMENT is made and entered into this 1st day of October, 2021, by and between the Town of Redington Shores, the Town of North Redington Beach, the Town of Redington Beach, the City of Treasure Island and the City of Madeira Beach, all municipal corporations of the State of Florida (hereinafter referred to as the "Municipalities") for the continued funding of the Gulf Beaches Public Library, being operated by Gulf Beaches Public Library, Inc. (hereinafter referred to as the "Library").

RECITALS

WHEREAS, the Municipalities organized and created a non-profit corporation known as the Library under the laws of the State of Florida on September 11, 1969; and

WHEREAS, the Library's articles of incorporation provide that Library administer and conduct a public library for the promotion of education and entertainment for the citizens of the Municipalities and others desiring to use the Library; and

WHEREAS, the business affairs of the Library shall be managed by a Board of Trustees (the "Board"), who are appointed by the Municipalities: and

WHEREAS, the Municipalities desire that the Board amend the Library's articles of incorporation and bylaws to address several concerns of the Municipalities; and

WHEREAS, the Library's articles of incorporation provide that the articles of incorporation may be amended at any regular or special meeting called for such purpose by a majority vote of the members of the Board and ratified by each of the contributing Municipalities. Written notice of such meetings held for such purpose shall be given to each of the contributing Municipalities; and

WHEREAS, the Municipalities wish to urge the Library's Board to call for a regular or special meeting for the purpose of amending the Library's articles of incorporation as described in this Interlocal Agreement; and

WHEREAS, the Library's articles of incorporation provide that contributions for maintenance and support shall be fairly and equitably determined and shall be set forth in written agreement between the contributing Municipalities; and

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, provides for the creation of agreements between governmental organizations; and

WHEREAS, on June 21, 2012, the Municipalities entered into an Interlocal Agreement for the Continued Funding of the Gulf Beaches Public Library ("2012 Interlocal"); and

WHEREAS, the Municipalities desire to amend and supersede the 2012 Interlocal with this Interlocal Agreement as of the effective date; and

WHEREAS, the Library is an important cultural institution, the maintenance and continued funding of which benefits the tourists, residents of the Municipalities and the public at large.

NOW, THEREFORE, in fidelity to agreements each municipality entered into in creating the Library, in consideration of the mutual covenants herein contained and the benefits to be derived by the parties to this Interlocal Agreement and other good and valuable consideration hereby acknowledged, the Municipalities do agree as follows:

SECTION 1 – PURPOSE. This Interlocal Agreement establishes the manner for fairly and equitably determining the funding and financial support each municipality shall provide to the Library.

SECTION 2 – TERM. This Interlocal Agreement shall be for a term of five (5) years beginning October 1, 2021 and ending September 30, 2026, unless terminated as set forth in Section 4 below.

SECTION 3 – RECOMMENDATIONS. The Municipalities agree that they jointly desire and direct the Board to make the necessary changes to its articles of incorporation and bylaws to effectuate the following:

Section 3.1. The Municipalities agree that they will direct their Library Board appointees to have the Library's Board to create an annual proposed budget for its operation and sustainment by April 1st, for the next following fiscal year, which begins October 1 and ends September 30. The Library shall then determine the amount proposed to be due (hereinafter referred to as "proposed proportional share") from each municipality apportioned as to their populations using the most recent population data from the Bureau of Economic and Business Research of the University of Florida, or its successors. The annual proposed budget and the proposed proportional share shall be provided to the Municipalities no later than April 15th, for the upcoming fiscal year 2022-2023, for each municipality to consider and act upon by no later than July 31st. For each fiscal year thereafter, the annual proposed budget and proposed proportional share shall be provided to the Municipalities no later than April 15th, for the upcoming fiscal year, for each municipality to consider and act upon by no later than June 30th.

Section 3.2. Once the Municipalities accept their proposed proportional shares the Library will prepare an annual service agreement for each municipality which shall specify each municipality's proportional share for the upcoming fiscal year and deliver it to each municipality before August 31st.

Section 3.3. The Municipalities shall then consider the service agreements and accept or reject them prior to October 1st. If accepted, the service agreement becomes an annual financial obligation of the municipality with payments due to the Library quarterly during the fiscal year. The quarterly payments shall be made no later than October 1, January 1, April 1 and July 1.

SECTION 4 – TERMINATION.

Section 4.1. If any municipality rejects the service agreement or otherwise fails to fund or insufficiently funds the Library, then that municipality shall immediately notify the other Municipalities and the Library of that occurrence and this Interlocal Agreement shall terminate as it relates to said municipality at the end of the current fiscal year. Termination shall be without

penalty or expense to any other municipality for any time up until the date of termination of the terminating municipality. The terminating municipality shall remain liable for annual payments due pursuant to this Interlocal Agreement and its current service agreement.

Section 4.2. A municipality may, for any reason, terminate its inclusion in this Interlocal Agreement and therefore its membership in the Library, effective at the end of the current fiscal year, currently September 30, by providing advance written notice given by certified mail to the other Municipalities by June 30th of the current fiscal year. By terminating, the terminating municipality agrees that the municipality no longer will be a Trustee on the Board. Within 90 days from the date of the notice of termination, the Board shall meet to determine whether to dissolve the Library or appoint another board member and amend the Library's articles of incorporation and bylaws to reflect the change in the membership and voting trustees of the Board.

Section 4.3. If any municipality terminates its inclusion in this Interlocal Agreement and therefore its membership in the Library, then the residents of that municipality shall be considered non-resident and may lose library privileges which may include any interlibrary lending agreements the Library may be a party to. All items out on loan to the residents shall be immediately returned, a list of which will be given to the municipality. The municipality shall make every effort to cause the return of loaned items to the Library. The terminating municipality shall be responsible for working with Pinellas Public Library Cooperative directly to determine how library service will be provided to its residents.

Section 4.4. A terminating municipality may reinstate its participation in the Library upon approval of the Board and any necessary revisions to its article of incorporation and bylaws and the execution of a new interlocal agreement and service agreement identifying its annual financial responsibility, provided the remaining Municipalities agree.

Section 4.5. To the extent there is any inconsistency between this section 4 Termination provision and the Library's articles of incorporation and bylaws, the Municipalities agree and jointly direct the Board to make the necessary changes to its articles of incorporation and bylaws to be consistent with this Interlocal Agreement.

SECTION 5 – REORGANIZATION OF GULF BEACHES PUBLIC LIBRARY, INC. The Municipalities agree that it is necessary to demand changes to the corporate structure of Gulf Beaches Public Library, Inc. before any contributions are made beginning October 1, 2022. Those changes are:

That the Library shall revise the make-up of its Board as follows:

a) The Board shall be reduced to five (5) voting members. These members shall consist of one (1) member from each of the Municipalities. It is the preference of the Municipalities that the member be an elected official of the municipality.
b) That the Board have an alternate member from each municipality that would vote only when the municipality's member was absent.
c) That the Board shall have one (1) non-voting ex-officio members consisting of the library director.

Section 5.1. OTHER LIBRARY BOARD ACTIONS. The Municipalities agree that the Library's Board should take the following actions:

a) The Library maintain its current building footprint and not budget or expend Library monies toward expansion of the Library's building.
b) The Library budget in the fiscal year 2021-2022 budget to use the Certificates of Deposit (approximately $430,000), Chase Building Fund (approximately $118,000), the Chase Money Market Account (approximately $91,000) and the Chase Operating Account (approximately $350,000) to immediately upgrade the Library's technology and to modernize the interior of the Library building.
c) The Library adopt a policy directing undesignated fund balance reserves shall not exceed ten (10) percent of its total undesignated fund balance.

SECTION 6 – DISSOLUTION. In the event of the dissolution of Gulf Beaches Public Library, Inc., the Municipalities agree that the value of the remaining intangible assets of the Library , not otherwise governed by private agreement of a donor to the Library, should be returned to the Municipalities and the Pinellas Public Library Cooperative in proportion to the proportional share contributed in the fiscal year when the dissolution occurs. The building and land that the Library leased from the City of Madeira Beach shall remain the property of the City of Madeira Beach and shall not be distributed as an asset in dissolution. The Municipalities agree that the remaining tangible assets shall be offered for donation to the Pinellas Public Library Cooperative. If the Pinellas Public Library Cooperative opts not to accept any of the tangible assets, then the rejected tangible assets shall be sold, and the funds received distributed to the Municipalities and the Pinellas Public Library Cooperative in proportion to the proportional share contributed in the fiscal year when the dissolution occurs.

SECTION 7 – AMENDMENTS. Amendments to this Interlocal Agreement may be proposed by any municipality that is a party to this Interlocal Agreement but must be accepted by all of the Municipalities that are parties to this Interlocal Agreement before the beginning of a new fiscal year for such proposed amendments to take effect.

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INTERLOCAL AGREEMENT FOR THE CONTINUED FUNDING OF THE GULF BEACHES PUBLIC LIBRARY, INC.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

For the TOWN OF REDINGTON SHORES:

MaryBeth Henderson, Mayor	Mary Palmer, Clerk	James Denhardt, Attorney

For the TOWN OF NORTH REDINGTON BEACH:

William Queen, Mayor	Mari Campbell, Clerk	Jay Daigneault, Attorney

For the TOWN OF REDINGTON BEACH:

David Will, Mayor	Melissa Clark, Clerk	Jay Daigneault, Attorney

For the CITY OF TREASURE ISLAND:

Tyler Payne, Mayor	Ruth Nickerson, Clerk	Jennifer Cowan, Attorney

For the CITY OF MADEIRA BEACH:

John Hendricks, Mayor	Clara VanBlargan, Clerk	Thomas J. Trask, Attorney

For the Gulf Beaches Public Library:

_____, Board of Trustees Chairman	_____ Library Director	_____,Attorney

INTERLOCAL AGREEMENT FOR THE CONTINUED FUNDING OF THE GULF BEACHES PUBLIC LIBRARY, INC.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

For the TOWN OF REDINGTON SHORES:

MaryBeth Henderson, Mayor | Mary Palmer, Clerk | ~~James Denhardt~~, Attorney Robert Eschenfelder

For the TOWN OF NORTH REDINGTON BEACH:

William Queen, Mayor | Mari Campbell, Clerk | Jay Daigneault, Attorney

For the TOWN OF REDINGTON BEACH:

David Will, Mayor | Melissa Clark, Clerk | Jay Daigneault, Attorney

For the CITY OF TREASURE ISLAND:

Tyler Payne, Mayor | Ruth Nickerson, Clerk | Jennifer Cowan, Attorney

For the CITY OF MADEIRA BEACH:

John Hendricks, Mayor | Clara VanBlargan, Clerk | Thomas J. Trask, Attorney

For the Gulf Beaches Public Library:

_____, Board of Trustees Chairman_____ Library Director_____,Attorney

INTERLOCAL AGREEMENT FOR THE CONTINUED FUNDING OF THE GULF BEACHES PUBLIC LIBRARY, INC.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

For the TOWN OF REDINGTON SHORES:

MaryBeth Henderson, Mayor	Mary Palmer, Clerk	James Denhardt, Attorney

For the TOWN OF NORTH REDINGTON BEACH:

William Queen, Mayor	Mari Campbell, Clerk	Jay Daigneault, Attorney

For the TOWN OF REDINGTON BEACH:

David Will, Mayor	Melissa Clark, Clerk	Jay Daigneault, Attorney

For the CITY OF TREASURE ISLAND:

Tyler Payne, Mayor	Ruth Nickerson, Clerk	Jennifer Cowan, Attorney

For the CITY OF MADEIRA BEACH:

John Hendricks, Mayor	Clara VanBlargan, Clerk	Thomas J. Trask, Attorney

For the Gulf Beaches Public Library:

_____, Board of Trustees Chairman	_____ Library Director	_____,Attorney

INTERLOCAL AGREEMENT FOR THE CONTINUED FUNDING OF THE GULF BEACHES PUBLIC LIBRARY, INC.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

For the TOWN OF REDINGTON SHORES:

MaryBeth Henderson, Mayor | Mary Palmer, Clerk | ~~James Denhardt~~, Attorney Robert Eschenfelder

For the TOWN OF NORTH REDINGTON BEACH:

William Queen, Mayor | Mari Campbell, Clerk | Jay Daigneault, Attorney

For the TOWN OF REDINGTON BEACH:

David Will, Mayor | Melissa Clark, Clerk | Jay Daigneault, Attorney

For the CITY OF TREASURE ISLAND:

Tyler Payne, Mayor | Ruth Nickerson, Clerk | Jennifer Cowan, Attorney

For the CITY OF MADEIRA BEACH:

John Hendricks, Mayor | Clara VanBlargan, Clerk | Thomas J. Trask, Attorney

For the Gulf Beaches Public Library:

_____, Board of Trustees Chairman | _____ Library Director | _____, Attorney

INTERLOCAL AGREEMENT FOR THE CONTINUED FUNDING OF THE GULF BEACHES PUBLIC LIBRARY, INC.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

For the TOWN OF REDINGTON SHORES:

MaryBeth Henderson, Mayor	Mary Palmer, Clerk	James Denhardt, Attorney

For the TOWN OF NORTH REDINGTON BEACH:

William Queen, Mayor	Mari Campbell, Clerk	Jay Daigneault, Attorney

For the TOWN OF REDINGTON BEACH:

David Will, Mayor	Melissa Clarke, Clerk	Robert Eschenfelder, Attorney

For the CITY OF TREASURE ISLAND:

Tyler Payne, Mayor	Ruth Nickerson, Clerk	Jennifer Cowan, Attorney

For the CITY OF MADEIRA BEACH:

John Hendricks, Mayor	Clara VanBlargan, Clerk	Thomas J. Trask, Attorney

For the Gulf Beaches Public Library:

Board of Trustees Chairman	Library Director	Attorney

INTERLOCAL AGREEMENT FOR THE CONTINUED FUNDING OF
THE GULF BEACHES PUBLIC LIBRARY, INC.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

For the TOWN OF REDINGTON SHORES:

MaryBeth Henderson, Mayor	Mary Palmer, Clerk	James Denhardt, Attorney

For the TOWN OF NORTH REDINGTON BEACH:

William Queen, Mayor	Mari Campbell, Clerk	Jay Daigneault, Attorney

For the TOWN OF REDINGTON BEACH:

David Will, Mayor	Melissa Clark, Clerk	Jay Daigneault, Attorney

For the CITY OF TREASURE ISLAND:

Tyler Payne, Mayor	Ruth Nickerson, Clerk	Jennifer Cowan, Attorney

For the CITY OF MADEIRA BEACH:

John Hendricks, Mayor	Clara VanBlargan, Clerk	Thomas J. Trask, Attorney

For the Gulf Beaches Public Library:

_____, Board of Trustees Chairman	Library Director	,Attorney

INTERLOCAL AGREEMENT FOR CONTINUED FUNDING OF THE GULF BEACHES PUBLIC LIBRARY, INC.

The Library Board and the Library Director have agreed to implement the AGREEMENT for the uses and purposes therein expressed on December 1, 2021.

For the Gulf Beaches Public Library, Inc.:

Richard L. Bennett, EdD
Board of Trustees Chairman

Vince Gadrix
Library Director

Gulf Beaches Public Library Budget 2025-2026

Township Allocations

Population Stats:

Madeira Beach 3,999
North Redington Beach 1,469
Redington Beach 1,373
Redington Shores 2,164
Treasure Island 6,522
Total 15,527

Percentages per City/Town:

Madeira Beach: 3,999/15,527 =25.8%
North Redington Beach: 1,469/15,527 =9.5%
Redington Beach: 1,373/15,527 = 8.8%
Redington Shores: 2,164/15,527 = 13.9%
Treasure Island: 6,522/15,527 = 42%

Calculation:

Expenses Total: $621,023.00 (From itemized budget sheet)
Minus revenue coming in: $237,000.00 (PPLC, Copy Machine, Notary, Parking) is:
$621,023 - $237,000 = $384,023 (the proposed budget amount to be divided by towns)

Final Annual Dollar Amounts Due per City/Town:

Treasure Island 42% of $384,023 = **$161,290.00**
Madeira Beach 25.8% of $384,023 = **$99,078.00**
Redington Shores 13.9% of $384,023 = **$53,379.00**
North Redington Beach 9.5% of $384,023 = **$36,482.00**
Redington Beach 8.8% of $384,023 = **$33,794.00**

Gulf Beaches Public Library Budget 2025-2026 (with Comparison)

	Budget 2024-2025	Budget 2025-2026
REVENUES		
NOTARY	$1,000	$1,000
COPY MACHINE	$3,300	$3,000
PINELLAS PUB. LIB. CORP.	$220,000	$230,000
PARKMOBILE	N/A	$3,000
EXPENSES		
SALARIES AND WAGES w/ COLA	$304,535	$304,535
FICA	$23,541	$23,541
SEP	$17,347	$17,347
GROUP INSURANCE	$31,765	$31,765
WORKER'S COMPENSATION	$900	$900
SUTA, FUTA	$85	$85
PROFESSIONAL SERVICES	$2,000	$2,000
ACCOUNTING AND AUDITING	$10,825	$10,825
CONTRACTUAL SERVICE	$8,825	$8,825
DELIVERY/ILL BOOKS	$800	$800
TRAVEL AND TRAINING	$2,000	$2,000
TELEPHONE AND INTERNET	$16,500	$16,500
POSTAGE	$400	$400
UTILITIES	$5,000	$5,000
ELECTRICITY	$12,000	$12,000
RENTALS AND LEASES	$4,500	$4,500
GENERAL INSURANCE	$35,000	$35,000
BUILDING MAINTENANCE	$18,500	$18,500
GROUNDS MAINTENANCE	$4,000	$4,000
OTHER MAINTENANCE	$3,000	$3,000
OFFICE SUPPLIES	$4,000	$4,000
DEPARTMENTAL SUPPLIES	$6,000	$6,000
DUES AND SUBSCRIPTIONS	$7,500	$7,500
CAPITAL IMPROVEMENTS	$10,000	$10,000
LIBRARY BOOKS	$40,000	$40,000
LIBRARY REFERENCE SOURCES	$7,000	$7,000
LIBRARY AUDIOBOOKS	$4,500	$4,500
LIBRARY DVDS	$8,500	$8,500
LIBRARY SUBSCRIPTIONS	$6,000	$6,000
CONTINGENCY	$3,000	$3,000
EBOOKS AND ELECTRONIC CONTENT	$20,000	$20,000
COMMUNITY OUTREACH	$3,000	$3,000
TOTAL EXPENSES	$621,023	$621,023

Gulf Beaches Public Library

Service Contract for

City of Treasure Island

October 1, 2025 through September 30, 2026

This agreement made and entered into between the Gulf Beaches Public Library, Inc., Madeira Beach, Florida, and the City of Treasure Island, located in Pinellas County, Florida.

Whereas the Gulf Beaches Public Library, Inc. now maintains and operates a public library at 200 Municipal Drive, Madeira Beach, Florida, the City of Treasure Island agrees to pay the Gulf Beaches Public Library, Inc., an amount of **$161,290.00** (One Hundred Sixty-One Thousand, Two Hundred Ninety Dollars) for the fiscal year beginning October 1, 2025 and ending September 30, 2026. Payments amounting to **$40,322.50** (Forty Thousand, Three Hundred Twenty-Two Dollars and Fifty Cents) are to be made on October 1, 2025, January 1, 2026, April 1, 2026 and July 1, 2026.

The aforementioned figure is based on the population of the five municipalities of Madeira Beach, North Redington Beach, Redington Beach, Redington Shores and Treasure Island.

The Gulf Beaches Public Library, Inc. shall submit to the City of Treasure Island an annual report of its financial conditions prepared by an independent certified auditor on or before March 31, 2026.

This agreement shall be effective for one year beginning October 1, 2025 and ending September 30, 2026 and shall be binding on the parties, their successors and assigns.

The Gulf Beaches Public Library, Inc. has submitted agreements similar to this one to the City of Madeira Beach, the Town of North Redington Beach, the Town of Redington Beach and the Town of Redington Shores.

In witness wherefore the parties have cause these present to be duly executed

this _____ day of _____, 2025.

Attest:

_____
Mayor, City of Treasure Island

_____
City Clerk, City of Treasure Island

_____
Chairperson, Gulf Beaches Public Library

_____
Secretary, Gulf Beaches Public Library

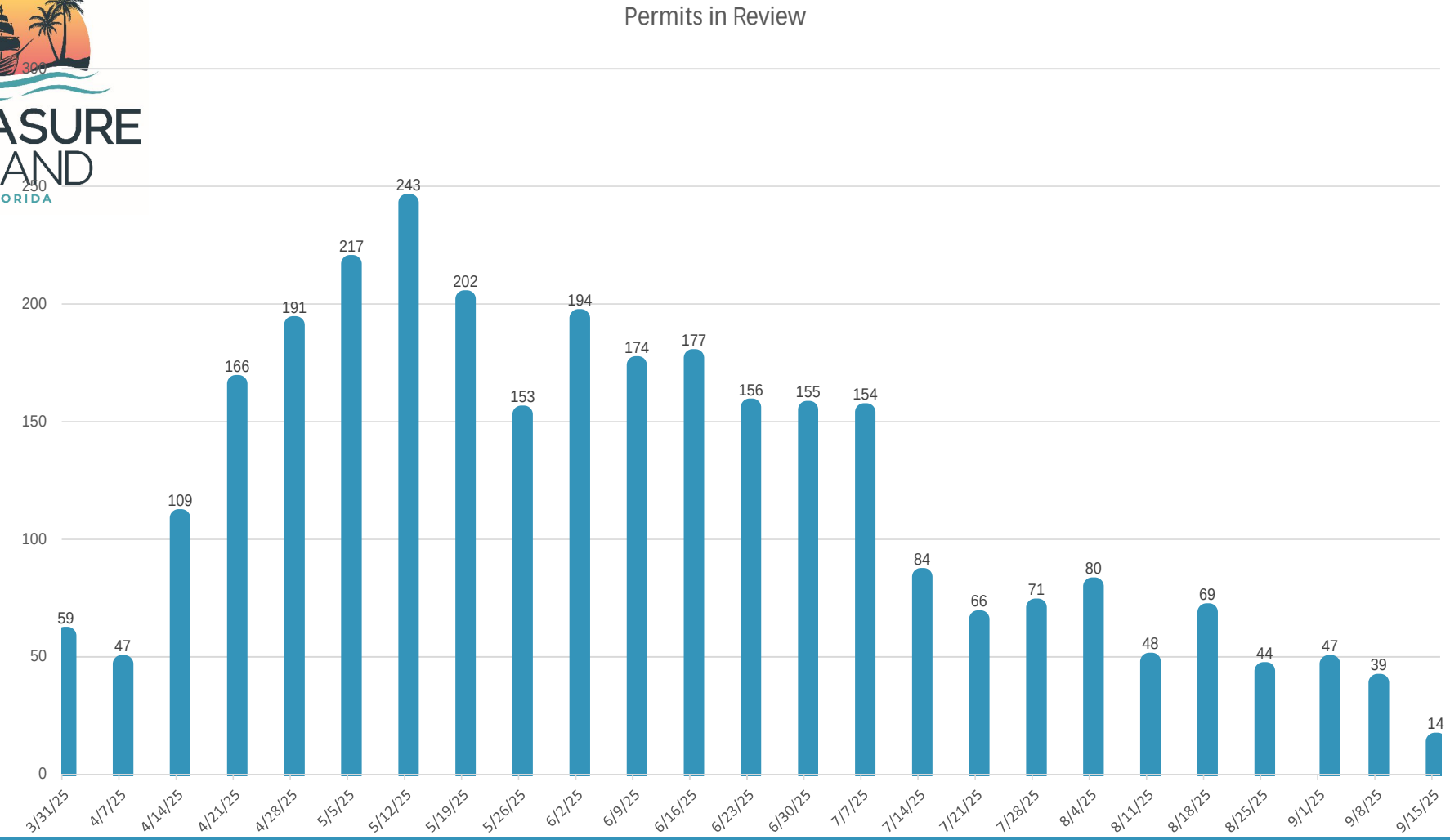
AGENDA ITEM NO. G.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 7, 2025
SUBMITTED BY:	Mike Howard, Finance
ITEM TYPE:	For Consideration and Discussion
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Permit Review
BACKGROUND:	At the May 6, 2025, Regular Meeting the Board approved continued funding for additional permitting staff to assist processing the high volume of permits. Interim Finance Director Mike Howard offered to provide regular updates on the number of permits the City was processing.
POLICY/PURPOSE:	To review the current status and volume of permits.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	The item is for informational purposes only.
FUNDING:	There is no funding associated with the item.
MOTION:	No action is required.

ATTACHMENTS:
Permit Update 9-15-2025.pptx


Permits in Review
300
250
200
150
100
50
0
59
47
109
166
191
217
243
202
153
194
174
177
156
155
154
84
66
71
80
48
69
44
47
39
14
3/31/25
4/7/25
4/14/25
4/21/25
4/28/25
5/5/25
5/12/25
5/19/25
5/26/25
6/2/25
6/9/25
6/16/25
6/23/25
6/30/25
7/7/25
7/14/25
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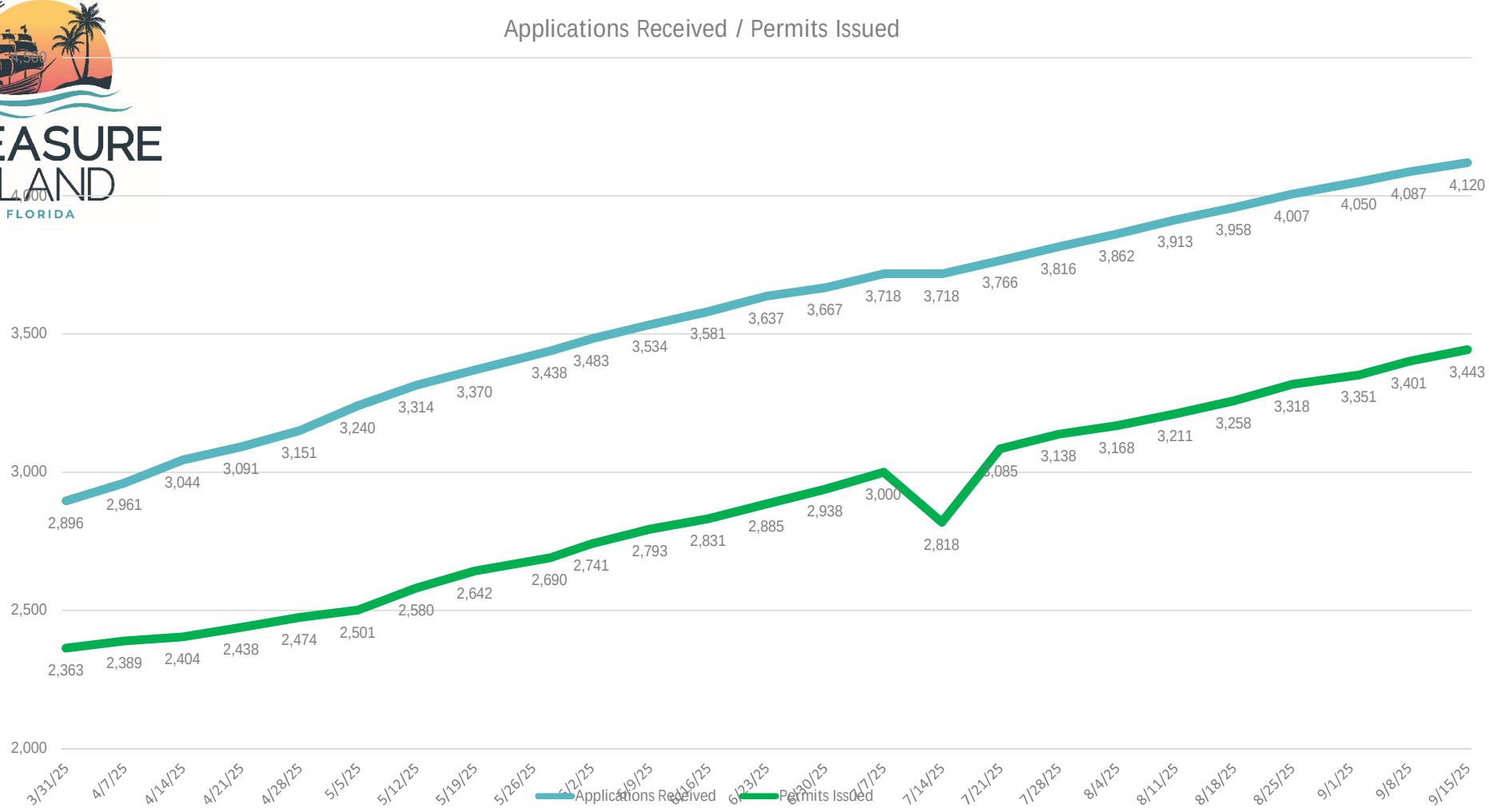
9/8/25
9/15/25


Applications Received / Permits Issued
4,000
3,500
3,000
2,500
2,000
2,896
2,961
3,044
3,091
3,151
3,240
3,314
3,370
3,438
3,483
3,534
3,581
3,637
3,667
3,718
3,718
3,766
3,816
3,862
3,913
3,958
4,007
4,050
4,087
4,120
2,363
2,389
2,404
2,438
2,474
2,501
2,580
2,642
2,690
2,741
2,793
2,831
2,885
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3,000
2,818
3,085
3,138
3,168
3,211
3,258
3,318
3,351
3,401
3,443
3/31/25
4/7/25
4/14/25
4/21/25
4/28/25
5/5/25
5/12/25
5/19/25
5/26/25
6/2/25
6/9/25
6/16/25
6/23/25
6/30/25
7/7/25
7/14/25
7/21/25
7/28/25
8/4/25
8/11/25
8/18/25
8/25/25
9/1/25
9/8/25
9/15/25
Applications Received
Permits Issued

AGENDA ITEM NO. G.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: October 7, 2025

SUBMITTED BY: Jeffrey Agrall, Public Works

ITEM TYPE: Contracts

AGENDA SECTION: CONSENT AGENDA

SUBJECT:

Authorize the City Manager to Execute a “Piggyback” Contract with Ajax Paving Industries of Florida, LLC using an Annual Roadway Contract from the Hillsborough County in the total amount of $780,000.

BACKGROUND:

Our most current contract, PB 22-005 has expired, and the Public Works Department is requesting authorization to proceed with the proposed “Piggyback” Contract to Ajax Paving Industries of Florida, LLC using an Annual Roadway Contract with Hillsborough County.

POLICY/PURPOSE:

To request authorization for the City to Execute a “Piggyback” Contract to Ajax Paving Industries of Florida, LLC using an Annual Roadway Contract from Hillsborough County in the total amount of $780,000.

STRATEGIC PLAN RELEVANCE:

Roadmap for Infrastructure, Goal 1: Protect City assets to sustain the future of Treasure Island.

ANALYSIS/DISCUSSION:

In an effort to minimize costs and streamline processes, staff proposes the execution of a “Piggyback” Contract with Ajax Paving Industries of Florida, LLC using an Annual Roadway Contract with Hillsborough County to allow construction of the proposed roadway projects in the adopted FY 2026 budget.

This authorization will be in an amount not to exceed funding limits of $780,000 unless prior additional funding is approved by the Commission.

FUNDING:

Funding allocation for this contract can be found in the following accounts:

1. Penny for Pinellas - 400,000.00 — 123-5300-63403 — $
2. County Gas Tax - 380,000.00 — 126-4512-63403 — $

MOTION:

I move to authorize the City Manager to execute a “Piggyback” Contract with Ajax Paving Industries of Florida, LLC using an Annual Roadway Contract with Hillsborough County in an amount not to exceed $780,000.

ATTACHMENTS:

Ajax Piggyback Agreement.docx
COMPLETED CONTRACT FILE IFB-24-24948_AJAX.pdf
Item Price Summary.pdf
IFB-24-24948 Contract Terms 8.19.pdf
3528_001.pdf
24948 Line Items Addendum 2.pdf

Agreement between
The City of Treasure Island, FL
And
AJAX Paving Industries of Florida LLC
Pertaining to
Ongoing Paving Projects

Contract Number: _____

This Agreement is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the City of Treasure Island, a Florida municipal corporation whose address is 10451 Gulf Blvd., Treasure Island, FL 33706 (the "City"), and AJAX Paving Industries of Florida LLC, whose address is One Ajax Drive, North Venice, FL 34275 ("CONTRACTOR"), collectively (the "Parties") who hereby agree as follows:

WITNESSETH

WHEREAS, WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for Ongoing Paving Projects in the City of Treasure Island; and

WHEREAS, pursuant to the City's Procurement and Purchasing Policy, when the City finds competitive pricing from existing contracts between other Florida public entities that meet the City's needs, the City may enter into a "Piggyback" contract at or less than the pricelist provided in the original approved contract; and

WHEREAS, Contractor entered into an agreement on with Hillsborough County, Florida, on February 19th, 2025, for Pavement Preservation(the "Hillsborough County Contract") after public procurement of sealed bids (FY25 Pavement Preservation Package No 3 No: 24-0755-ITB-C), both attached hereto as **Exhibit A**; and

WHEREAS, the City desires to "Piggyback" onto said contract for utilization of the same or similar services, and Contractor consents to such "Piggybacking".

NOW, THEREFORE in consideration of the promises and covenants contained herein, the parties agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.

2. Scope of Work. The Scope of Work is as generally identified in Hillsborough County Invitation IFB-24-24948 Local Road Resurfacing Term Contract, and more specifically defined in **Exhibit B** attached hereto and incorporated herein.

3. Contract Terms.

a. The Contract will consist of and include all the agreement terms and conditions and component documents comprising the Hillsborough County Contract. When "Hillsborough County" is mentioned in the Hillsborough County Contract, is should be replaced with the "CITY" pursuant to this Agreement.

b. CONTRACTOR agrees to furnish all labor, equipment, machinery, and skill necessary for the entire Scope of Work as set forth in the Pinellas County Contract, to the satisfaction of the CITY by its duly authorized representative.

c. The CITY agrees to pay the CONTRACTOR for services rendered in accordance with the primary structure set forth in the Hillsborough County Contract and more specifically described in **Exhibit B.**

d. Invoices for City work will be submitted to:

The City of Treasure Island
Attn: Accounts Payable
10451 Gulf Blvd
Treasure Island, FL 33706
Phone (727) 547-4575
Fax (727) 547-4582
finance@mytreasureisland.org

or to such other address or facsimile number as the CITY may direct from time to time by written notice forwarded to the CONTRACTOR as provided above. All notices required to be given to CONTRACTOR under this Contract will be sent to CONTRACTOR at the address first listed on this Agreement or such other address as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above.

4. Public Records. The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The CONTRACTOR agrees, to the extent required by law, to keep and maintain

public records that ordinarily and necessarily would be required by the public agency in performing the services of the Contract;

a. provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law;

b. ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and

c. meet all requirements where retained public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR upon termination or completion of the Contract and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONTRACTOR agrees that all records stored electronically will be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records that CONTRACTOR receives and a copy of the CONTRACTORs response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records will be a material breach of the Contract.

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 (727) 547-4575 ext. 229, cityclerk@mytreasureisland.org and CITY HALL, 10451 Gulf Blvd., TREASURE ISLAND, FL 33706

5. Employment Eligibility Verification (E-Verify). In accordance with section 448.095(2), Florida Statutes, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR

52.22254 (as-amended) is incorporated in this Agreement by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR may choose to verify only new hires assigned to the CONTRACT; (3) use E-Verify to verify the employment eligibility of all employees assigned to the CONTRACT; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit state that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. If the City has a good faith belief that the Contractor or subcontractor has knowingly violated section 448.09, Florida Statutes, it must terminate the Contract.

6. Miscellaneous.

a. Entire Agreement. This Contract represents the entire agreement between the Parties. No prior discussions or negotiations will be enforceable, unless included in this Agreement.

b. Assignment, Amendment or Modification. This Agreement is not assignable. Any modification to this Agreement must be made in writing and signed by both Parties.

c. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Florida with venue in Hillsborough County. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above identified venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Contract.

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

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

f. The Parties represent and warrant that they have entered into this Contract relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability. The Parties represent that they have had the opportunity to discuss this matter with legal counsel of their choosing and are satisfied with its counsel and the advice received. This Contract will be deemed and treated as drafted jointly by all the Parties. The Parties understand this Contract's contents and agree that this Contract will not be construed more strongly against any Party to the Contract, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Contract has been made to an adverse party and that the terms of this Contract are contractual and not a mere recital.

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

h. Each of the Parties to this Contract covenants to the other Party to this Contract that it has lawful authority to enter into this Contract, that the governing or managing body of each of the Parties has approved this Contract and that the governing or managing body of each of the Parties has authorized the execution of this Contract in the manner set forth below.

I. This Contract must be executed by the respective duly authorized officials and will take effect as of the day and year first above written and remain in effect as provided in the Hillsborough County Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year as first above written.

City of Treasure Island: **Contractor: Ajax Paving Industries of Florida LLC**

By:_____ _____

By: Charles Van Zant, City Manager By:

Title: President

EXHIBIT A

HILLSBOROUGH CONTRACT

EXHIBIT B

SCOPE OF WORK

Agenda Item Cover Sheet

Agenda Item N°: A-49

Meeting Date 2/19/2025

☒ Consent Section ☐ Regular Section ☐ Public Hearing

Subject:	Award and execute a two (2) year agreement with the overall lowest, responsive, and responsible bidder for local road resurfacing throughout the County (IFB-24-24948) for the Engineering and Operations Department at a total cost of $22,759,300.78.
Department Name:	Procurement Services
Contact Person:	Scott Stromer
Contact Phone:	301-7095

Sign-Off Approvals:

Tom Fesler	2/7/2025	Scott Stromer	2/6/2025
Assistant County Administrator	Date	Department Director	Date
Kevin Brickey	2/7/2025	Jane Fagan	2/6/2025
Management and Budget – Approved as to Financial Impact Accuracy	Date	County Attorney – Approved as to Legal Sufficiency	Date
N/A	N/A		
Deputy or Chief County Administrator	Date		

Staff's Recommended Board Motion:
Award and execute a two (2) year agreement with the overall lowest, responsive, and responsible bidder, Ajax Paving Industries of Florida, LLC, for local road resurfacing throughout the County (IFB-24-24948) for the Engineering and Operations Department at a total cost of $22,759,300.78. In addition, direct the Clerk of Court & Comptroller to date the payment and performance bonds as of the date of agreement execution, retain one (1) set of original bonds for Board Records; and send one (1) original set of bonds to the contractor at the address listed in the agreement. In this case, a Certified Disadvantaged Minority/Disadvantaged Women Business Enterprise (DM/DWBE) Program participation goal of 9% was established for this procurement, and the recommended vendor has committed to achieving this goal. Funding for this procurement is available in the CIP Program Project No. C69631000, and purchase orders will only be issued against approved budgets.

Financial Impact Statement:
Funding for this procurement is available in the CIP Program Project No. C69631000, and purchase orders will only be issued against approved budgets.

Background:
The recommended award amount is approximately 9.4% ($1,959,301.53) higher than the requesting department's estimate. Effective competition and transparency were achieved using competitive sealed bidding for this procurement, and the requesting department ultimately determined the offered pricing to be fair and reasonable based on purchases of similar services. The higher than anticipated pricing is likely due to widespread increases in the cost of petroleum-based materials and labor. The subject work includes, but is not limited to, roadway milling and resurfacing, modification of curbing, removal and replacement of speed humps, pavement markings, signage, and other related work. The resulting agreement will be made available to the Hillsborough County Governmental Purchasing Council.

DELEGATIONS TO DIRECTOR OF PROCUREMENT:
[N] Unilateral Change Orders up to $25,000 for additions within the scope of the contract
[N] Unilateral Extensions

[Y] Unilateral Renewals [N] Additional Purchase Option(s)
List Attachments: Notice of Intent to Recommend Award, Department Recommendation for Award, Economic Development Memorandum, Contract Documents

AGREEMENT

THIS AGREEMENT is made and entered into this 19th day of February, 20 25 (bid award date for projects subject thereto) by and between the Board of County Commissioners of Hillsborough County, Florida, hereinafter called County; and **Ajax Paving Industries of Florida LLC** whose principal address is **One Ajax Drive, North Venice, FL 34275** hereinafter called the Contractor.

WITNESSETH THAT:

In consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. The Contractor shall provide to the County, within the Contract Time, all labor, materials, and appurtenances thereto per the requirements set forth in the Contract Documents for: **IFB-24-24948 Local Road Resurfacing Term Contract.**

2. This term contract shall commence on the date specified on the Contract Purchase Agreement (CPA). The County's right to issue Work Orders will expire when the total value of actual authorized work has equaled the awarded Contract amount **($22,759,300.78)**, or upon the expiration date of the Contract Purchase Agreement (CPA), whichever occurs earliest. The Contract shall expire upon the completion of all authorized work.

3. Failure by the Contractor to achieve Substantial and/or Final Completion by the number of days stated in the work order shall entitle the County to assess liquidated damages in the amounts specified in the Special Terms and Conditions. Time is of the essence for the achievement of said work after the issuance of the aforesaid Work Order. The amounts of Liquidated Damages for individual milestone dates are additive for each day of delay they are concurrently in effect. **Notwithstanding the foregoing, the maximum liquidated damages which shall be assessed per day shall not exceed the amount of $1,380.00/day per Work Order.**

4. This Agreement includes and incorporates by reference all Contract Documents, as the term Contract Documents is defined within the Definitions section of the Contract Terms and Conditions.

5. The total Contract Price for the full and complete performance by the Contractor of all Work required by the Contract Documents shall not exceed **$22,759,300.78**. For purposes of this term contract, the amount of award will be **$22,759,300.78 or the recommended total bid amount whichever is less.** This amount is defined as the upper dollar limit beyond which no further work may be authorized without additional approval of the Board of County Commissioners. Specifically, the amount of award **shall not be construed** as indicating the actual value of work anticipated by the County under this Contract. To the contrary, the actual value of work to be authorized will not be determined until the time of need for that work occurs and **may be significantly less** than the amount indicated in the award. **There is a minimum guaranteed contract amount of $0 usage on this contract.**

6. During the performance of this Agreement, the Contractor herein assures the County that said Contractor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against said Contractor's employees or applicants for employment. The Contractor understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Contractor herein assures the County that said Contractor will comply with Title VI of the Civil Rights Act of 1964 when Federal grant(s) is/are involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of

discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

7. The Contractor shall comply with Hillsborough County, Florida – Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

8. The Contractor shall furnish to the County (when and in the manner required by the Contract Documents) all appropriate Certificates of Insurance, and a Performance Bond and Payment Bond for the Contract Price within ten (10) days following Notification of Award.

9. This Agreement and any changes thereto constitute the entire agreement between Contractor and County relating to the Work. There is no previous or contemporary representations or warranties of County or Contractor not set forth herein.

10. Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement, or of any term thereof, shall be binding on County unless in writing and executed by the Board of County Commissioners.

11. Waiver by the County of a breach of any provision of this Agreement by the Contractor shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

12. No modification, waiver, termination, discharge, or cancellation of the Agreement or of any terms thereof shall impair County's rights with respect to any liabilities, whether or not liquidated, of Contractor to County heretofore accrued.

13. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of Florida, or the laws, rules, and regulations of the United States when providing Work funded by the United States government, and venue shall be in Hillsborough County, Florida.

14. The duties and obligations imposed upon the Contractor by this Agreement and the rights and remedies available hereunder, shall be in addition to and not limited to any otherwise imposed or available by law or statute or special guarantee.

15. Contractor shall remain an independent Contractor and shall have no power, nor shall Contractor represent that Contractor has any power, to bind County or to assume or to create any obligation expressed or implied on behalf of the County.

16. This Agreement shall be binding upon, and its benefits and advantages shall inure to the heirs, personal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ATTEST: Victor Crist
Clerk of the Circuit Court

BY: _____
DEPUTY CLERK

COUNTY: Hillsborough County, Florida

BY: Ken Hagan
CHAIR, BOARD OF COUNTY COMMISSIONERS

ATTEST:

WITNESS Kara Coggins

WITNESS Jessica Canon

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 25-0216

CONTRACTOR: **Ajax Paving Industries of Florida LLC**

BY: _____ (SEAL)
Authorized Corporate Officer or Individual
(Sign Before a Notary Public)

Christie Alvaro
(Printed name of signer)

Director of Estimating
(Printed title of signer)

One Ajax Drive, North Venice FL 34275
(Business Address of Contractor)

941-486-3600
(Phone number of signer)

BOCC Staff	Approval	Date
Department Fiscal	Yolanda E. Gadson Digitally signed by Yolanda E. Gadson Date: 2024.12.04 15:26:37 -05'00'	
Department Director	Joshua A. Bellotti Digitally signed by Joshua A. Bellotti Date: 2024.12.04 08:41:26 -05'00'	
Procurement		2/6/2025
County Attorney: Approved as to Form and Legal Sufficiency	Jane M. Fagan	2/3/25

(ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION)

STATE OF Florida)

COUNTY OF Sarasota)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 13th day of November, 20 24, by Christie Alvaro as
(Name of person)

Director of Estimating for Ajax Paving Industries of Florida, LLC.
(i.e.. Officer, attorney in fact) *(Name of party on behalf of whom instrument was executed.)*

Jennifer Kline
(Signature of Notary Public)

Jennifer Kline
(Print, Type, or Stamp Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced n/a - (personally known)

JENNIFER KLINE
Notary Public - State of Florida
Commission # HH 396679
My Comm. Expires Aug 1, 2027
Bonded through National Notary Assn.

(ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20___, by _____.
(Name of person acknowledging)

_____
(Signature of Notary Public)

_____
(Print, Type, or Stamp Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced _____

Ajax Paving Industries of Florida, LLC.
One Ajax Drive, North Venice, FL 34275
Phone: 941-486-3600
Fax: 941-486-3500
www.ajaxpaving.com

The Future is Riding on Ajax.™

Item Price Summary

Project Name:	Local Road Resurfacing Term Contract	**Customer:**	HILLSBOROUGH CO
Job Number:	378025 **Bid Number:** IFB-24-24948	**Billing Address:**	TAMPA, FL
Bid As:	Prime Contractor (Public)		
Estimator:	Dave Reid	**Phone:**	
Project Address:		**Contact:**	Jacinta Pinckney
Completion Date:			

Pay Items

Description	Job Cost ID	Task JCID	Bid Quantity	UM	Unit Bid Price	Total Bid Price
D 1 - #1-1 - MAINTENANCE OF TRAFFIC (PER WO) ($0.01 To $ 100,000)	1		2.00	EACH	$2,017.52	$4,035.04
D 2 - #1-2 - MAINTENANCE OF TRAFFIC (PER WO) ($ 100,000.01 To $250,000)	2		2.00	EACH	$1,311.39	$2,622.78
D 3 - #1-3 - MAINTENANCE OF TRAFFIC (PER WO) ($ 250,000.01 To $500,000)	3		10.00	EACH	$1,596.37	$15,963.70
D 4 - #1-4 - MAINTENANCE OF TRAFFIC (PER WO) ($ 500,000.01 To $800,000)	4		5.00	EACH	$1,652.18	$8,260.90
D 5 - #1-5 - MAINTENANCE OF TRAFFIC (PER WO) ($ 800,000.01 To $1,000,000)	5		6.00	EACH	$1,189.47	$7,136.82
D 6 - #1-6 - MAINTENANCE OF TRAFFIC (PER WO) (> $1,000,000)	6		10.00	EACH	$1,983.51	$19,835.10
D 7 - #1-7 - TRAFFIC CONTROL OFFICER	7		480.00	HR	$104.17	$50,001.60
S 8 - #1-8 - PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	8	90110--8	1,550.00	DY	$18.07	$28,008.50
D 9 - #2-1 - MOBILIZATION (PER WO) ($0.01 To $100,000)	9		2.00	EACH	$11,990.70	$23,981.40
D 10 - #2-2 - MOBILIZATION (PER WO) ($100,000.01 To $250,000)	10		2.00	EACH	$15,897.80	$31,795.60
D 11 - #2-3 - MOBILIZATION (PER WO) ($250,000.01 To $500,000)	11		10.00	EACH	$23,066.66	$230,666.60
D 12 - #2-4 - MOBILIZATION (PER WO) ($ 500,000.01 To $800,000)	12		5.00	EACH	$32,742.18	$163,710.90
D 13 - #2-5 - MOBILIZATION (PER WO) ($ 800,000.01 To $1,000,000)	13		6.00	EACH	$37,917.34	$227,504.04
D 14 - #2-6 - MOBILIZATION (PER WO) (>$1,000,000)	14		10.00	EACH	$48,419.42	$484,194.20
S 15 - #2-7 - SEDIMENT BARRIER	15	90170--15	150,000.00	LF	$0.96	$144,000.00
S 16 - #2-8 - FLOATING TURBIDITY BARRIER	16	90170--16	500.00	LF	$12.76	$6,380.00
S 17 - #2-9 - INLET PROTECTION SYSTEM	17	90170--17	50.00	EACH	$132.87	$6,643.50
D 18 - #2-10 - SELECTIVE CLEARING AND GRUBBING, AREAS WITH TREES TO REMAIN	18		14.00	ACRE	$5,193.38	$72,707.32
D 19 - #2-11 - REMOVAL OF EXISTING CONCRETE	19		4,000.00	SY	$84.97	$339,880.00
D 20 - #2-12 - REGULAR EXCAVATION	20		1,000.00	CY	$65.15	$65,150.00
D 21 - #2-13 - SHOULDER REWORK	21		2,200.00	SY	$12.47	$27,434.00

Description	Job Cost ID	Task JCID	Bid Quantity	UM	Unit Bid Price	Total Bid Price
22 - #2-14 - REWORKING SHOULDERS (SPOT REPAIRS)	22		2,200.00	SY	$19.22	$42,284.00
23 - #2-15 - REWORKING UTILITY STRIPS	23		2,200.00	SY	$15.84	$34,848.00
24 - #2-16 - BLADING PAVED SHOULDER	24		2,200.00	LF	$3.74	$8,228.00
25 - #2-17 - SOIL LAYER MATERIAL - IMPORTED MATERIAL	25		450.00	CY	$92.36	$41,562.00
26 - #2-18 - EMBANKMENT	26		1,500.00	CY	$77.44	$116,160.00
27 - #2-19 - TYPE B STABILIZATION	27		3,100.00	SY	$34.24	$106,144.00
28 - #2-20 - GENERAL USE OPTIONAL BASE MATERIAL (Type B-12.5)	28		4,250.00	CY	$200.00	$850,000.00
29 - #2-21 - BITUMINOUS CRACK AND JOINT SEALING	29	90095--29	6,500.00	LF	$3.99	$25,935.00
30 - #3-1 - MILLING EXIST ASPH PAVT (1" AVG DEPTH)	30		1,000.00	SY	$10.63	$10,630.00
31 - #3-2 - MILLING EXIST ASPH PAVT (1-1/4" AVG DEPTH)	31		1,000.00	SY	$10.63	$10,630.00
32 - #3-3 - MILLING EXIST ASPH PAVT (1-1/2" AVG DEPTH)	32		1,000.00	SY	$10.63	$10,630.00
33 - #3-4 - MILLING EXIST ASPH PAVT (2" AVG DEPTH)	33		1,000.00	SY	$11.03	$11,030.00
34 - #3-5 - MILLING EXIST ASPH PAVT (2-1/2" AVG DEPTH)	34		1,000.00	SY	$11.40	$11,400.00
35 - #3-6 - MILLING EXIST ASPH PAVT (3" AVG DEPTH)	35		1,000.00	SY	$9.94	$9,940.00
36 - #4-1 - MILLING EXIST ASPH PAVT (1" AVG DEPTH)	36		2,500.00	SY	$4.56	$11,400.00
37 - #4-2 - MILLING EXIST ASPH PAVT (1-1/4" AVG DEPTH)	37		3,000.00	SY	$4.13	$12,390.00
38 - #4-3 - MILLING EXIST ASPH PAVT (1-1/2" AVG DEPTH)	38		8,500.00	SY	$3.21	$27,285.00
39 - #4-4 - MILLING EXIST ASPH PAVT (2" AVG DEPTH)	39		1,100.00	SY	$10.15	$11,165.00
40 - #4-5 - MILLING EXIST ASPH PAVT (2-1/2" AVG DEPTH)	40		1,100.00	SY	$10.55	$11,605.00
41 - #4-6 - MILLING EXIST ASPH PAVT (3" AVG DEPTH)	41		1,100.00	SY	$10.94	$12,034.00
42 - #5-1 - MILLING EXIST ASPH PAVT (1"" AVG DEPTH)	42		7,500.00	SY	$4.56	$34,200.00
43 - #5-2 - MILLING EXIST ASPH PAVT (1-1/4"" AVG DEPTH)	43		12,000.00	SY	$4.75	$57,000.00
44 - #5-3 - MILLING EXIST ASPH PAVT (1-1/2"" AVG DEPTH)	44		36,000.00	SY	$2.88	$103,680.00
45 - #5-4 - MILLING EXIST ASPH PAVT (2"" AVG DEPTH)	45		10,000.00	SY	$3.21	$32,100.00
46 - #5-5 - MILLING EXIST ASPH PAVT (2-1/2" AVG DEPTH)	46		5,500.00	SY	$4.40	$24,200.00
47 - #5-6 - MILLING EXIST ASPH PAVT (3" AVG DEPTH)	47		5,500.00	SY	$5.41	$29,755.00
48 - #6-1 - MILLING EXIST ASPH PAVT (1" AVG DEPTH)	48		20,000.00	SY	$3.02	$60,400.00
49 - #6-2 - MILLING EXIST ASPH PAVT (1-1/4" AVG DEPTH)	49		60,000.00	SY	$3.18	$190,800.00
50 - #6-3 - MILLING EXIST ASPH PAVT (1-1/2" AVG DEPTH)	50		150,000.00	SY	$2.68	$402,000.00
51 - #6-4 - MILLING EXIST ASPH PAVT (2" AVG DEPTH)	51		20,000.00	SY	$3.41	$68,200.00
52 - #6-5 - MILLING EXIST ASPH PAVT (2-1/2" AVG DEPTH)	52		11,000.00	SY	$3.46	$38,060.00
53 - #6-6 - MILLING EXIST ASPH PAVT (3" AVG DEPTH)	53		11,000.00	SY	$4.16	$45,760.00

Description	Job Cost ID	Task JCID	Bid Quantity	UM	Unit Bid Price	Total Bid Price
54 - #7-1 - MILLING EXIST ASPH PAVT (1" AVG DEPTH)	54		30,000.00	SY	$2.73	$81,900.00
55 - #7-2 - MILLING EXIST ASPH PAVT (1-1/4" AVG DEPTH)	55		40,000.00	SY	$3.02	$120,800.00
56 - #7-3 - MILLING EXIST ASPH PAVT (1-1/2" AVG DEPTH)	56		140,000.00	SY	$3.15	$441,000.00
57 - #7-4 - MILLING EXIST ASPH PAVT (2" AVG DEPTH)	57		30,000.00	SY	$3.26	$97,800.00
58 - #7-5 - MILLING EXIST ASPH PAVT (2-1/2" AVG DEPTH)	58		26,000.00	SY	$3.50	$91,000.00
59 - #7-6 - MILLING EXIST ASPH PAVT (3" AVG DEPTH)	59		26,000.00	SY	$4.48	$116,480.00
60 - #8-1 - SUPERPAVE ASPH CONCRETE SP 9.5, TRAFFIC C	60		150.00	TON	$314.85	$47,227.50
61 - #8-2 - SUPERPAVE ASPH CONCRETE SP 12.5, TRAFFIC C	61		150.00	TON	$309.66	$46,449.00
62 - #8-3 - SUPERPAVE ASPH CONCRETE SP 12.5, TRAFFIC C, PG 76-22, PMA	62		100.00	TON	$289.10	$28,910.00
63 - #9-1 - SUPERPAVE ASPH CONCRETE SP 9.5, TRAFFIC C	63		2,500.00	TON	$162.21	$405,525.00
64 - #9-2 - SUPERPAVE ASPH CONCRETE SP 12.5, TRAFFIC C	64		1,250.00	TON	$160.76	$200,950.00
65 - #9-3 - SUPERPAVE ASPH CONCRETE SP 12.5, TRAFFIC C, PG 76-22, PMA	65		600.00	TON	$187.85	$112,710.00
66 - #10-1 - SUPERPAVE ASPH CONCRETE SP 9.5, TRAFFIC C	66		3,500.00	TON	$171.20	$599,200.00
67 - #10-2 - SUPERPAVE ASPH CONCRETE SP 12.5, TRAFFIC C	67		2,000.00	TON	$152.13	$304,260.00
68 - #10-3 - SUPERPAVE ASPH CONCRETE SP 12.5, TRAFFIC C, PG 76-22, PMA	68		600.00	TON	$181.82	$109,092.00
69 - #11-1 - SUPERPAVE ASPH CONCRETE SP 9.5, TRAFFIC C	69		15,000.00	TON	$170.73	$2,560,950.00
70 - #11-2 - SUPERPAVE ASPH CONCRETE SP 12.5, TRAFFIC C	70		5,000.00	TON	$155.61	$778,050.00
71 - #11-3 - SUPERPAVE ASPH CONCRETE SP 12.5, TRAFFIC C, PG 76-22, PMA	71		1,100.00	TON	$180.07	$198,077.00
72 - #12-1 - ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC 9.5, PG 76-22, PMA	72		150.00	TON	$342.98	$51,447.00
73 - #12-2 - ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC 12.5, PG 76-22, PMA	73		150.00	TON	$335.43	$50,314.50
74 - #12-3 - ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC 12.5, PG 76-22, PMA	74		50.00	TON	$713.27	$35,663.50
75 - #13-1 - ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC 9.5, PG 76-22, PMA	75		2,500.00	TON	$209.86	$524,650.00
76 - #13-2 - ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC 12.5, PG 76-22, PMA	76		1,000.00	TON	$188.05	$188,050.00
77 - #13-3 - ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC 12.5, PG 76-22, PMA	77		450.00	TON	$206.16	$92,772.00
78 - #14-1 - ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC 9.5, PG 76-22, PMA	78		3,500.00	TON	$207.44	$726,040.00
79 - #14-2 - ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC 12.5, PG 76-22, PMA	79		2,000.00	TON	$188.71	$377,420.00
80 - #14-3 - ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC 12.5, PG 76-22, PMA	80		600.00	TON	$186.22	$111,732.00
81 - #15-1 - ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC 9.5, PG 76-22, PMA	81		10,000.00	TON	$204.96	$2,049,600.00
82 - #15-2 - ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC 12.5, PG 76-22, PMA	82		5,500.00	TON	$183.18	$1,007,490.00
83 - #15-3 - ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC 12.5, PG 76-22, PMA	83		1,100.00	TON	$182.27	$200,497.00
84 - #16-1 - ADJUST VALVE BOXES	84		150.00	EACH	$34.01	$5,101.50

Description	Job Cost ID	Task JCID	Bid Quantity	UM	Unit Bid Price	Total Bid Price
85 - #16-2 - MANHOLE, ADJUST	85		150.00	EACH	$106.30	$15,945.00
86 - #16-3 - PIPE HANDRAIL - GUIDERAIL, STEEL	86	90073--86	200.00	LF	$132.87	$26,574.00
87 - #16-4 - PEDESTRIAN / BICYCLE RAILING, STEEL, 42" TYPE 1	87	90073--87	175.00	LF	$90.35	$15,811.25
88 - #16-5 - CONCRETE CURB & GUTTER, TYPE F	88		6,500.00	LF	$47.39	$308,035.00
89 - #16-6 - CONCRETE CURB & GUTTER, TYPE E	89		6,300.00	LF	$48.88	$307,944.00
90 - #16-7 - CONCRETE CURB, TYPE D	90		1,250.00	LF	$36.11	$45,137.50
91 - #16-8 - INTERSECTION VALLEY GUTTER, CONCRETE	91		1,500.00	LF	$51.85	$77,775.00
92 - #16-9 - SHOULDER GUTTER- CONCRETE	92		1,500.00	LF	$50.74	$76,110.00
93 - #16-10 - PAVEMENT CEMENT CONCRETE (6-INCH THICK MIN., 4000 PSI), INCLUDING MACRO SYNTHETIC FIBER REINFORCEMENT (1.5 LBS/CY, 1.5-INCH FORTA-FERRO) (DRIVEWAYS AND SIDEWALKS)	93		8,500.00	SY	$146.36	$1,244,060.00
94 - #16-11 - PATTERNED PAVEMENT, VEHICULAR AREAS	94	90075--94	450.00	SY	$212.59	$95,665.50
95 - #16-12 - DETECTABLE WARNINGS (TRUNCATED DOMES)	95		3,500.00	SF	$23.92	$83,720.00
96 - #16-13 - PERFORMANCE TURF, SOD	96		5,600.00	SY	$22.07	$123,592.00
97 - #16-14 - TREE TRIMMING	97	90006--97	60.00	EACH	$372.04	$22,322.40
98 - #16-15 - REMOVE AND REPLACE SPEED HUMP PER COUNTY INDEX 010	98	90082--98	35.00	EACH	$9,566.77	$334,836.95
99 - #16-16 - CONDUIT (F&I) (OPEN TRENCH)	99	90066--99	425.00	LF	$25.51	$10,841.75
100 - #16-17 - CONDUIT (F&I) (DIRECTIONAL BORE)	100	90066--100	425.00	LF	$53.15	$22,588.75
101 - #16-18 - PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	101	90066--101	8.00	EACH	$2,245.00	$17,960.00
102 - #16-19 - ALUMINUM SIGNAL POLE, PEDESTAL	102	90066--102	8.00	EACH	$3,295.22	$26,361.76
103 - #16-20 - ALUMINUM SIGNAL POLE, REMOVE	103	90066--103	8.00	EACH	$531.49	$4,251.92
104 - #16-21 - VEHICULAR SIGNAL AUXILIARIES, REPAIR/REPLACE/RETROFIT - FURNISH & INSTALL, BACKPLATE-BLACK WITH REFLECT BORDER	104	90066--104	24.00	EACH	$1,205.41	$28,929.84
105 - #16-22 - TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	105	90066--105	8.00	AMBY	$2,178.03	$17,424.24
106 - #16-23 - PEDESTRIAN SIGNAL (F&I) (LED) (COUNTDOWN - 1 WAY)	106	90066--106	8.00	AMBY	$1,702.88	$13,623.04
107 - #16-24 - LOOP ASSEMBLY (F&I) (TYPE A)	107		16.00	AMBY	$2,717.57	$43,481.12
108 - #16-25 - LOOP ASSEMBLY (F&I) (TYPE B)	108		16.00	AMBY	$2,400.80	$38,412.80
109 - #16-26 - LOOP ASSEMBLY (F&I) (TYPE F)	109		18.00	AMBY	$2,934.41	$52,819.38
110 - #16-27 - PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	110	90066--110	8.00	AMBY	$1,169.27	$9,354.16
111 - #16-28 - TRAFFIC CONTROLLER ASSEMBLY, MODIFY ONLY - NO COMPONENTS ADDED	111	90066--111	8.00	AMBY	$4,783.38	$38,267.04
112 - #16-29 - SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	112	90100--112	60.00	AMBY	$425.19	$25,511.40
113 - #16-30 - SINGLE POST SIGN, RELOCATE	113	90100--113	15.00	AMBY	$212.59	$3,188.85
114 - #16-31 - SINGLE POST SIGN, REMOVE	114	90100--114	100.00	AMBY	$42.52	$4,252.00
115 - #16-32 - DELINEATOR (FLEXIBLE) (HIGH VISIBILITY) MEDIAN	115	90100--115	40.00	EACH	$239.17	$9,566.80
116 - #16-33 - OBJECT MARKER, TYPE 1	116	90100--116	30.00	EACH	$212.59	$6,377.70
117 - #16-34 - OBJECT MARKER, TYPE 2	117	90100--117	40.00	EACH	$212.59	$8,503.60

Description	Job Cost ID	Task JCID	Bid Quantity	UM	Unit Bid Price	Total Bid Price
118 - #16-35 - RAISED PAVEMENT MARKER, TYPE B	118	90100--118	7,000.00	EACH	$5.85	$40,950.00
119 - #16-36 - THERMOPLASTIC STANDARD, WHITE, MESSAGE OR SYMBOL	119	90075--119	85.00	EACH	$225.62	$19,177.70
120 - #16-37 - THERMOPLASTIC STANDARD, WHITE, ARROW	120	90075--120	241.00	EACH	$99.27	$23,924.07
121 - #16-38 - TRAFFIC STRIPE SKIP THERMO 6" YELLOW	121	90075--121	303,147.00	LF	$1.38	$418,342.86
122 - #16-39 - TRAFFIC STRIPE SOLID THERMOPLASTIC WHITE 6"	122	90075--122	600,000.00	LF	$1.75	$1,050,000.00
123 - #16-40 - THERMOPLASTIC SOLID WHITE 8"	123	90075--123	1,500.00	LF	$3.72	$5,580.00
124 - #16-41 - THERMOPLASTIC SOLID WHITE 12"	124	90075--124	3,200.00	LF	$7.44	$23,808.00
125 - #16-42 - THERMOPLASTIC SOLID WHITE 18"	125	90075--125	2,600.00	LF	$10.63	$27,638.00
126 - #16-43 - THERMOPLASTIC SOLID WHITE 24"	126	90075--126	2,600.00	LF	$12.76	$33,176.00
127 - #16-44 - THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS- SURFACE TO REMAIN	127	90075--127	2,600.00	SF	$2.66	$6,916.00
128 - #16-45 - TRAFFIC STRIPE SOLID THERMOPLASTIC YELLOW 6"	128	90075--128	40,000.00	LF	$4.00	$160,000.00
129 - #16-46 - THERMOPLASTIC PREFORMED WHITE, SOLID 12" FOR CROSSWALK	129		13,000.00	LF	$13.88	$180,440.00
130 - #16-47 - THERMOPLASTIC SOLID YELLOW 18"	130	90075--130	4,000.00	LF	$15.94	$63,760.00
131 - #16-48 - THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	131		11,000.00	LF	$24.51	$269,610.00
132 - #16-49 - THERMOPLASTIC PREFORMED, WHITE ARROWS (FOR SPEEDHUMP)	132	90075--132	600.00	EACH	$451.24	$270,744.00
133 - #16-50 - THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	133	90075--133	40.00	EACH	$586.61	$23,464.40
Pay Items Total:						$21,959,300.78



Invitation for Bid

Local Road Resurfacing Term Contract

IFB-24-24948

HCFL.gov/Vendors
(813) 272-5790

Hillsborough County Florida
Procurement Services

IMPORTANT! PLEASE READ CAREFULLY BEFORE SUBMITTING BID

SOLICITATION TYPE: Competitive Sealed Bids

SOLICITATION NUMBER: **IFB-24-24948**

SOLICITATION TITLE: **Local Road Resurfacing Term Contract**

BRIEF DESCRIPTION: The Hillsborough County Board of County Commissioners (County) is seeking competitive sealed bids from a qualified Contractor to provide Local Road Resurfacing at various locations throughout Hillsborough County on a 2 (two) year term contract estimated at $20,000,000.00 base contract and $800,000.00 for Non-Priced Items (NPI).

PRIMARY CONTACT: Jacinta (JC) Pinckney**, Senior Buyer**

BID SUBMISSION: The County will only accept bids submitted through its electronic bidding system (Bonfire). Bids that are submitted or delivered by non-electronic means (hard-copy paper), facsimile, electronic mail (e-mail), electronic file, or means other than through the County's electronic bidding system (Bonfire) will **not** be accepted or considered. Please visit our vendors webpage (hcfl.gov/vendors) for information regarding vendor registration, electronic bid submission, procurement opportunities, and other important resources.

TIMELINESS: To preserve the integrity of the competitive sealed bid process, bids submitted after the due date and time listed above, unless otherwise amended, cannot and will not be accepted. Please do not wait until the last minute, hour, or day to submit your bid, as you may encounter technical difficulties or issues that cannot be resolved before the due date and time. When preparing to submit your bid, please read and follow all instructions regarding formatting and other details related to the form(s) to be used. Again, please do not wait until it's too late for assistance. We value and need your participation, so the last thing we want is for you to miss this opportunity.

QUESTIONS:

- Questions regarding technical difficulties or errors encountered while submitting bids through Bonfire must be directed to Bonfire Support at (800) 354-8010, support@gobonfire.com or the Bonfire Vendor Help Center (vendorsupport.gobonfire.com).
- Questions regarding the specifications or solicitation document must be directed to the primary contact listed above using the "messages" section

in Bonfire for this particular procurement. Questions must be submitted no later than **14 days** after the publication date.

- Questions regarding vendor registration, training, or general questions must be directed to the Supplier Engagement Team at (813) 272-5790 or iSupplier@HCFL.gov.

DM/DWBE GOAL: This procurement requires the successful bidder to meet a subcontracting Disadvantaged Minority/Disadvantaged Women Business Enterprise (DM/DWBE) Participation Goal of **[9%]**. Please see **Special Terms and Conditions** for complete details and requirements.

CONE OF SILENCE: A Cone of Silence is in effect for this procurement. Please refer to **Instructions** for complete details about the restriction on communications between bidders, interested parties, and county employees and commissioners. A violation of the Cone of Silence may result in the disqualification from consideration for award.

INSURANCE: Insurance coverage **is** required for this procurement. Refer to Section 2.6.

SURETY (BONDS): Bid, performance, and/or payment surety **is** required for this procurement. Refer to Section 2.4.

E-VERIFY: State of Florida funds will be used for this procurement; therefore, the Department of Homeland Security's Image Program and E-Verify will apply. Please see **General Terms and Conditions** for complete details and requirements.

1. SPECIFICATIONS

1.1. Scope

1.1.1 The Hillsborough County Board of County Commissioners (County) is seeking competitive sealed bids from a qualified Contractor(s) to provide Local Road Resurfacing at various locations throughout Hillsborough County on a 2 (two) year term contract estimated at $20,000,000.00 base contract and $800,000.00 for Non-Priced Items (NPI). The County reserves the right to award multiple contracts for the work required under this solicitation. Work will be requested on an as needed basis at various locations throughout the Hillsborough County on a Work Order basis.

1.1.2 Description of Work:

The work performed under this contract may include, but may not be limited to:

- Milling and Resurfacing roads throughout the County using Superpave Asphaltic Concrete Structural and Friction courses;
- Modification of curbs to facilitate construction;
- Curb Ramps to meet ADA Criteria;
- Removal and replacement of Speed Humps;
- Removal of turf and grade work when required;
- Incidental repair of irrigation sprinkler systems;
- Utility coordination incidental to the construction;
- Incidental coordination with municipalities in Hillsborough County including inter-local agreements;
- Incidental work and coordination of temporary construction traffic control within railroad rights-of-way;
- Restoration and cleanup of the construction sites;
- Incidental street and driveway sweeping;
- Remove overgrown grass and debris along edge of pavement and on adjacent shoulder;
- Earthwork; Sodding;
- Pavement Markings and Signing.

1.2. Applicable Publications and Terminology

The following publication(s) of the issue in effect on date of this solicitation, forms a part of this specification:

1.2.1 Description of Work: The work performed under each work order may include but may not be limited to the following: Milling and Resurfacing using Superpave Asphaltic Concrete Structural and Friction courses. Additional work incidental to asphalt concrete work may include but not be limited to the following: modification of curbs; modification of curb ramps to meet ADA criteria; removal and replacement of speed humps; adjusting

manholes and valve boxes; removal of turf and grade work when required; sidewalk and driveway repair; irrigation repair; installation of pedestrian detectors; modification of traffic control assemblies; utility coordination; removal of overgrown grass and debris along edge of pavement and on adjacent shoulder; re-grading; sodding; earthwork; implementation of an adequate Storm Water Pollution Prevention Plan; pavement markings and signing; traffic and pedestrian signals; coordination with municipalities in accordance with current inter-local agreements; traffic control; coordination of temporary construction traffic control within railroad rights-of-way; restoration and cleanup of construction sites.

1.3. Minimum Qualifications

1.3.1 The Bidder/Proposer or principal thereof shall demonstrate recent experience in providing substantially similar services.

1.3.2 The CONTRACTOR must be pre-qualified in the following major FDOT classes of work: Flexible Paving, Grassing, Seeding and Sodding, Hot Plant-Mixed Bituminous Courses, Pavement Markings, and Traffic Signal at the time of bid opening. In addition, CONTRACTOR and /or their subcontractors must be pre-qualified in the Milling class of other work at the time of the bid opening. The CONTRACTOR and/or subcontractors must hold such certificate and such certificate must be current and active throughout the term of this contract. CONTRACTOR shall submit a copy of the requested certificate with the Bid Package.

1.3.3 At the time of opening of the Bid, the CONTRACTOR must have a current active Certification of Qualification from FDOT in the major classes of work applicable to the project. Any bid submitted by a CONTRACTOR who is not pre-qualified by FDOT as specified above shall be considered non- responsive and rejected by the COUNTY. Additionally, the CONTRACTOR shall submit a copy of the required certificate with the Bid Package.

2. SPECIAL TERMS AND CONDITIONS

2.1 Allowance (NPI)

2.1.1 Non-Priced Items (NPI) are defined as those which have not been included as specific unit price items in this bid document. An allowance for NPI's in the amount of **$800,000.00** has been included in the Bid Proposal, which represents the maximum amount that may be expended for such work during the term of this contract. NPI work shall be identified by the Contractor in its proposal at the time a Work Order is being prepared. Once an NPI is approved in a Work Order, it may be incorporated into the contract and thus permit its continued use as a unit priced item for future Work Orders. The NPI work shall be priced as follows:

2.1.1.1 Florida Department of Transportation (FDOT) Construction Cost History cost data books (latest Edition) shall be used for the NPI;

2.1.1.2 If the NPI is not provided in the above-referenced FDOT publication, the price shall be negotiated with the Contractor utilizing other referenced sources as identified by the County. An example of such sources would be previous Hillsborough County bids, bids from other municipalities, etc.

2.1.1.3 For an individual work order, the value of NPI work shall not exceed 10% of the total work order value without prior approval of the Department Director. Once a NPI is approved in a Work Order, it may be incorporated into the contract and thus permit its continued use as a unit priced item for future Work Order.

2.2 Alteration of Plans or of Character of Work

2.2.1 The Professional reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction whether a substantial change or not, including but not limited to alterations in the grade or alignment of the road or structure or both, as may be found necessary or desirable by the Professional. Such increases, or decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the Work, as altered, the same as if it had been a part of the original Contract.

2.2.2 The term "significant change" applies only when:

2.2.2.1 The Professional determines that the character of the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or

2.2.2.2 A major item of Work, defined as having an original Contract value in excess of five percent (5%) of the original Contract amount or is increased or decreased in excess of twenty-five percent (25%) of the original Contract quantity. The County will apply any price adjustment for an increase in quantity only to that portion in excess of twenty-five (25%) of the original Contract item quantity.

2.3 Basis for Award (Overall Low)

Award will be made to the lowest, responsive, and responsible Bidder meeting Specifications. Award will be made to a single Bidder for all line items. If a Bidder fails to submit an Offer on all line items, then that Bidder is not eligible for award.

2.4 Bonds

2.4.1 Earnest Money Deposit/Bid Bonds and Other Bid Securities

2.4.1.1 An Earnest Money Deposit/Bid Bond or other security is required with this Bid. Either a certified check, a cashier's check, treasurer's check, or a bank draft drawn on any national or state licensed financial institution or, in the alternative, an Earnest Money Deposit completed and signed by all required parties and submitted in the format detailed in the attachment, shall be required to accompany each Bid Proposal in a stated dollar amount which equals not less than five percent (5%) of the sum of the computed total amount of the Bidder's Bid Proposal.

2.4.1.2 If the Bid will be awarded at a stated dollar amount, the Earnest Money Deposit or other security must be in an amount of five percent (5%) of the stated award amount, regardless of the Bid prices received.

2.4.1.3 Any submitted certified check, cashier's check, treasurer's check, or bank draft shall be drawn on a solvent bank or trust company authorized to do business in Florida, payable to the order of Hillsborough County Board of County Commissioners, and shall have all necessary documentary revenue stamps attached, if required by law.

2.4.1.4 Sureties on Earnest Money Deposits shall be companies authorized to do business in the State of Florida and satisfactory evidence of the authority of the person or persons executing such Bid Bonds shall be submitted with the Bid Bond.

2.4.1.5 Bid Bonds must be submitted on the form provided (see attachment).

2.4.1.6 Personal checks, business checks, and cash deposits are not acceptable to Hillsborough County and will render your Bid nonresponsive.

2.4.2 Performance and Payment Bonds

2.4.2.1 The successful Bidder shall execute a Performance Bond as shown within the attachment, or furnish acceptable alternative forms of security, in a sum equal to one hundred percent (100%) of the total awarded Contract amount by a Surety company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida. The Performance Bond shall be required from the successful Bidder to ensure the faithful performance of the obligations imposed by the Contract.

2.4.2.2 The successful Bidder shall execute a Payment Bond as shown within the attachments, or furnish acceptable alternative forms of security, in a sum equal to one hundred percent (100%) of the total awarded Contract by a Surety company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida. The Payment Bond shall be provided by the successful Bidder for purposes of protecting the County from lawsuits for non-

payment of debt that might arise in connection with the successful Bidder's performance under the Contract.

2.4.2.3 The Performance Bond and Payment Bond forms will be included in the Contract Documents and must be properly executed by the Surety and the successful Bidder. Attorneys-in-fact who sign Bonds or other surety instruments must attach with each Bond or surety instrument a certified and effectively dated copy of their power of attorney and hold an active insurance license in the State of Florida. Certified copies of the recorded Bonds shall be submitted to the County within ten (10) Business Days after the County posts the Notice of Intent to Recommend Award in the County Electronic Bidding System.

2.4.2.4 In lieu of the Performance and Payment Bonds required by this section, the successful Bidder may file with the County an alternative form of security which shall be in the form of Cash, money order, certified check, cashier's check, irrevocable letter of credit, or alternative securities of the type listed in Part II of Chapter 625, Florida Statutes. Such alternative forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable to the Performance and Payment Bonds. The determination of the value or acceptability of such alternative forms of security shall be made by the County.

2.4.3 Security Forfeiture

If within ten (10) Business Days after the issuance of the Notice of Intent to Recommend Award is posted in the County Electronic Bidding System, the successful Bidder refuses, or otherwise neglects to execute and deliver the required Agreement, or fails to furnish the required Performance and Payment Bonds, or acceptable alternative forms of security as stipulated herein, or any required Certificates of Insurance, the amount of the Bid security provided by said Bidder, whether cash, check, Bid Bond, or some other form acceptable to the County, or any combination of these, may be forfeited, and the Bidder may be excluded from further consideration for award of the Bid. The Director of Procurement shall have sole discretion to make the determination in the best interest of the County to rescind the Notice of Intent to Recommend Award and to reject the Bidder's Bid. No plea of mistake in the Bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of its Bid security, or as a defense to any action based upon the neglect or refusal to execute the required Agreement, and/or to furnish the required Bonds and/or applicable Certificates of Insurance as required by the Contract Documents.

2.5 Equal Opportunity Requirements

2.5.1 Assurance of Compliance with Executive Order 11246 and BOCC Affirmative Action Programs for Equal Employment Opportunity.

2.5.1.1 Compliance with the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" and the "Equal Opportunity Clause" which are set forth herein, is required.

2.5.1.2 The goals and timetables for minority and female participation, expressed in percentage terms for the aggregate workforce in each craft and trade on all construction work on Hillsborough County projects, are as follows:

2.5.1.2.1 The following employment goals for females in Hillsborough County is:

2.5.1.2.1.1 6.9% in crafts and trades until further notice by Office of Federal Contract Compliance Programs (OFCCP) and Hillsborough County

2.5.1.2.2 The following employment goal for minorities in Hillsborough County is:

2.5.1.2.2.1 17.9% in crafts and trades until further notice by OFCCP and Hillsborough County

2.5.1.3 These goals are applicable to all construction work performed on Hillsborough County Projects regardless of funding source.

2.5.1.4 Compliance with Executive Order 11246 and Hillsborough County Policy shall be based on the implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in clause (b) below, and through efforts to meet the goals established by Hillsborough County. The hours of minority and female employment and/or training must be substantially uniform throughout the length of the contract, and within each craft and trade. Good faith efforts shall be made to employ minorities and females uniformly on each project with the County. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the goals shall be in violation of the contract, Executive Order 11246, the regulation in 41 CFR section 60-4 and Hillsborough County's Affirmative Action Policies and Programs. Compliance with the goals will be measured against the total work hours performed.

2.5.2 (b) Standard Equal Employment Opportunity Construction Contract Specifications (SEEOCCS)

2.5.2.1 As used in the following specifications:

2.5.2.1.1 "Director" means the Director of the Economic Development Department or any person to whom the Director may delegate authority.

2.5.2.1.2 "Minority" includes:

2.5.2.1.2.1 Black - all persons having origins in any of the Black African racial groups not of Hispanic origin;

2.5.2.1.2.2 Hispanic - all persons of Mexican, Puerto Rican, Cuban, Central or south American origin or other Spanish Culture or origin, regardless of race (the term "other Spanish Culture or origin, regardless of race" applies to employment goals only.)

2.5.2.1.2.3 Asian and Pacific Islander - all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands;

2.5.2.1.2.4 American Indian or Alaskan Native - all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification.

2.5.2.1.3 "BOCC" means the Hillsborough County Board of County Commissioners.

2.5.2.1.4 "Administering Authority" means the Hillsborough County Board of County Commissioners - Office of County Administrator.

2.5.2.1.5 "Trades or Crafts" means manual workers of relatively high skill level having a thorough comprehensive knowledge of the processes involved in their work. These persons exercise considerable independent judgments and usually receive an extensive period of training. They include, but are not limited to the building trades, hourly paid supervisors and operators who are not members of management, mechanics, electricians, and kindred workers.

2.5.2.2 Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction craft or trade, they shall expressly include in each subcontract in excess of $10,000 the provisions of these specifications which contain the applicable goals for minority and female participation.

2.5.2.3 Each Bidder, Contractor or Subcontractor is individually required to comply with its obligations under these EEO provisions, and to make a good faith effort to achieve each Hillsborough County goal in each craft or trade in which it has employees.

2.5.2.4 The Contractor shall implement the specific affirmative action standards provided within these specifications. The goals set forth herein are expressed as

percentages of the total hours of employment and training the Contractor should reasonably be able to achieve in each construction craft and trade in which it has employees. Bidders performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goal established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs or from federal procurement contracting officers. The Bidder is expected to make substantial and uniform progress toward its goals in each craft and trade during the period specified.

2.5.2.5 Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Bidder/Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Bidder's or Contractor's obligations under these specifications, Executive Order 11246, the regulations promulgated pursuant thereto, or the Board of County Commissioners' policies and programs.

2.5.2.6 In order for the non-working training hours of apprentices and trainees to be counted toward meeting the goals, such apprentices and trainees must be employed by the Bidder/Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to availability of employment opportunities. These trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

2.5.2.7 The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

2.5.2.7.1 (I) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

2.5.2.7.2 (II) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the

Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

2.5.2.7.3 (III) Maintain a current file of the names, addresses and telephone number of each minority and female walk-in applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

2.5.2.7.4 (IV) Provide immediate written notification to the Director of the Economic Development Department and OFCCP's Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

2.5.2.7.5 (V) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of labor. The Contractor shall provide notice of these programs to the sources compiled under Clause (II) above.

2.5.2.7.6 (VI) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

2.5.2.7.7 (VII) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any

job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending subject matter discussed, and disposition of the subject matter.

2.5.2.7.8 (VIII) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

2.5.2.7.9 (IX) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

2.5.2.7.10 (X) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school, summer and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

2.5.2.7.11 (XI) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part §60-3.

2.5.2.7.12 (XII) Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, such opportunities through appropriate training, etc.

2.5.2.7.13 (XIII) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel, and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

2.5.2.7.14 (XIV) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

2.5.2.7.15 (XV) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

2.5.2.7.16 (XVI) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

2.5.2.8 Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (above Sections I through XVI). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under I through XVI of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

2.5.2.9 A single employment goal for minorities and a separate single employment goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246 if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of Executive Order 11246 if a specific minority group of women is underutilized).

2.5.2.10 The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

2.5.2.11 The Contractor shall not enter into any Subcontract with any person of firm debarred from Government contracts pursuant to Executive Order 11246 or debarred by Hillsborough County.

2.5.2.12 The Contractor shall carry out such sanctions and penalties for violation of the Standard Equal Employment Opportunity Construction Contract

Specifications (SEEOCCS) and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these Specifications (SEEOCCS) and Executive Order 11246, as amended.

2.5.2.13 The Contractor, in fulfilling its obligations under the SEEOCCS shall implement specific affirmative action steps, at least as extensive as those standards prescribed in theses specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, the implementing regulations, or the SEEOCCS, the Administering Authority shall proceed in accordance with applicable Federal, State, County law, rules, regulations, resolutions, policies and ordinances.

2.5.2.14 The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out; to submit reports relating to the provisions hereof as required by the BOCC in the below Clause xvi) below and as may be required by the federal, state and county governments, and to keep records thereof. Records shall at least include for each employee the name, address, telephone number, construction craft or trade, union affiliation if any, employee identification number when assigned, socials security number, race, sex, status (e.g., mechanic apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

2.5.2.15 Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program). Similarly, nothing herein shall be interpreted to diminish the responsibilities of the BOCC nor the obligations of Contractors or Subcontractors pursuant to Executive Order 11246 and BOCC policies and programs.

2.5.2.16 (xvi) The Contractor shall provide to the Director the Monthly Construction Workers Utilization Report upon request. This report shall contain information on all personnel on each BOCC contract. Subcontractors shall provide the same reports upon request by the County. Failure of the Contractor to provide the report when requested will result in a finding of noncompliance.

2.5.2.17 The Contractor and Subcontractor shall permit access to their books, records, and accounts by OFCCP and Hillsborough County's Economic Development Director or a designated representative for the purpose of investigation to ascertain compliance with the foregoing requirements.

2.5.3 (c) Federal Non-discrimination Provisions Pursuant to 41 CFR §60, also known as the "Equal Opportunity Clause"

2.5.3.1 During the performance of this contract, the Contractor agrees as follows:

2.5.3.1.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation or 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, religion, color, sex, sexual orientation or gender identity, or national origin. Such actions 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 non-discrimination clause.

2.5.3.1.2 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, religion, color, sex, sexual orientation or gender identity, or national origin.

2.5.3.1.3 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 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.

2.5.3.1.4 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and all other applicable rules, orders, regulations, policies and laws.

2.5.3.1.5 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 Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

2.5.3.1.6 In the event of the Contractor's noncompliance with the non-discrimination clause 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 County 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 federal, state or Hillsborough County law, rules, regulations, policies, ordinances and programs.

2.5.3.1.7 The Contractor will include the provisions of the Equal Opportunity Clause (section c) herein) 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 subcontractor or purchase order as the Administering Authority may direct as a means of enforcing such provisions, including sanctions for noncompliance. 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 Authority; the Contractor may request the County to enter into such litigation to protect the interests of the County.

2.6 Insurance, Contractor

2.6.1 During the life of the Agreement, the Contractor shall provide, pay for and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies with A.M. Best ratings of A-, Class 7 or better, authorized to transact business in the State of Florida, and which are satisfactory to the County.

2.6.2 All policies of insurance required by the Agreement shall require that the Contractor give the County thirty (30) Days written notice of any cancellation, intent not to renew, or reduction in coverage and ten (10) Days written notice of any non-payment of premium. Such notice shall be delivered by U.S. Mail to: Director, Risk Management Division, Hillsborough County, 601 E. Kennedy Blvd, Tampa, Florida 33602. In the event

of any reduction in the aggregate limit of any policy, the Contractor shall immediately restore such limit to the amount required herein.

2.6.3 All insurance coverages provided by the Contractor shall be primary to any insurance or self-insurance program of the County which is applicable to the Work provided for in the Agreement.

2.6.4 Receipt by the County of any Certificate of Insurance or copy of any policy evidencing the insurance coverages and limits required by the Contract Documents does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the Contract Documents.

2.6.5 No work for the County shall commence or occupancy of any of its property take place until the required Certificates of Insurance and copies of the policies, if requested, are received by the County and written Notice to Proceed is issued to the Contractor by the County.

2.6.6 The insurance coverages and limits required of the Contractor under the Contract Documents are designed to meet the minimum requirements of the County. They are not designed as a recommended insurance program for the Contractor. Contractor shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any questions concerning its exposure to loss under the Contract Documents or the insurance coverages needed therefore, it should seek professional assistance.

2.6.7 If the insurance coverage initially provided by the Contractor is to expire prior to completion of the Work, renewal Certificates of Insurance shall be furnished to the County the ten (10) Days prior to expiration of current coverages.

2.6.8 Should the Contractor fail to maintain the insurance coverages required by the Contract Documents, the County may, at its option, either terminate this Agreement for default or procure and pay for such coverage, charge the Contractor for and deduct the costs of the same from payments due the Contractor. A decision by the County to procure and pay for such insurance coverage shall not operate as a waiver of any of its rights under the Contract Documents.

2.6.9 Insurance policies obtained by the Contractor to meet the requirements of the Contract Documents, with the exception of Workers Compensation, Professional Liability and Cyber Liability (if applicable), shall provide that the County, its officers, employees and agents shall be additional insureds under the Policy and shall also incorporate a Severability of Interest provision. The County shall also be listed as a certificate holder on such policies. All insurance coverages provided under this Section shall apply to all the Contractor's activities under the Contract Documents without regard for the location of such activity. Liability policies shall only be written on the Occurrence form.

2.6.10 Coverage amounts and type of insurance shall conform to the following minimum requirements with the use of current Insurance Service Office form and endorsements or their equivalent.

2.6.11 Worker's Compensation and Employer's Liability Insurance. Coverage shall be maintained by the Contractor for all employees engaged in the Work, in accordance with the laws of the State of Florida.

2.6.12 The amount of such insurance shall not be less than:

2.6.12.1 Workers' Compensation - Florida Statutory Requirements

2.6.12.2 Employer's Liability –

2.6.12.2.1 $**100,000** Limit Each Accident

2.6.12.2.2 $**100,000** Limit Disease Each Employee

2.6.12.2.3 $**500,000** Limit Disease Aggregate

2.6.12.3 Commercial General Liability Insurance. Coverage shall include, but not be limited to: Bodily Injury and Property Damage, Damage, Damage to Rented Premises, Medical expenses, Personal and Advertising Injury, and Products and Completed Operations:

2.6.12.3.1 $**1,000,000** Bodily Injury and Property Damages - Each Occurrence

2.6.12.3.2 $**50,000** Damages to Rented Premises - Each Occurrence

2.6.12.3.3 $**5,000** Medical Expenses - Any One Person

2.6.12.3.4 $**1,000,000** Personal and Advertising Injury - Each Occurrence

2.6.12.3.5 $**1,000,000** Products/Completed Operations - Each Occurrence

2.6.12.3.6 $**2,000,000** General Aggregate

2.6.12.3.7 $**2,000,000** Products/Completed Operations Aggregate

2.6.12.4 Business Automobile Liability Insurance. Coverage shall be maintained by the Contractor as to the ownership, maintenance, and use all of its owned, non-owned, leased or hired vehicles ("any auto") with limits of not less than:

2.6.12.4.1 Bodily Injury & Property Damage Liability: $**1,000,000** Combined Single Limit Each Accident.

2.6.12.5 All Risk Coverage: For Purposes of this Contract, Builder's Risk coverage **is not** required; and Installation Floater Coverage **is not** required. If either or both are required, the Contractor shall provide coverage which includes the following minimum requirements:

2.6.12.5.1 All Risk coverage shall be issued by insurance company(s) approved by the State of Florida Department of Insurance and acceptable to the County. Coverages and endorsements must be on forms acceptable to the County. The premium for this insurance shall be paid for by the Contractor, with any deductibles being the sole responsibility of the Contractor.

2.6.12.5.2 Builder's Risk limits of coverage shall be 100% of the completed value of any building(s) or structure (s), or 100% of the value of the equipment to be installed, as appropriate; Installation structure(s), or 100% of the value of the equipment to be installed, as appropriate; Installation Floater coverage shall provide for loss of the installed equipment, no labor or fees, prior to final completion of the project.

2.6.12.5.3 Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "occupancy clause"; or similar warranty or representation that the building(s) or structure(s) will not be occupied.

2.6.12.6 Professional Liability/Errors and Omissions Insurance **is not** required.

2.6.12.7 Pollution/Environmental Liability Insurance **is not** required.

2.6.12.8 Certificates of Insurance. Certificates of Insurance evidencing the insurance coverage specified herein, when required, shall be filed with the Procurement Services Department within ten (10) Business Days after Notice of Intent to Recommend Award is posted in the County Electronic Bidding System. The required Certificates of Insurance not only shall name the types of policies provided, but also shall refer specifically to the Agreement. For purposes of the County's additional insured status, the County shall be listed as "Hillsborough County, FL., its employees and agents" on the Certificates. Certificates shall have the signature of the producer or authorized Representative of the insurer(s). Certified copies of insurance policies shall be provided to the County upon request.

2.6.12.9 If within ten (10) Business Days after the issuance of the Notice of Intent to Recommend Award is posted in the County Electronic Bidding System, the successful Bidder refuses, or otherwise neglects to deliver the required Certificates of Insurance, the County may withdraw the Notice of Intent and

reject the Bid. Should such action be taken by the County, the Bidder may be excluded from further consideration for award of the Bid. The Director of Procurement shall have sole discretion to make the determination in the best interest of the County. The parties specifically agree that such a delay is neither excusable nor compensable and will not entitle the successful Bidder to a change in the Contract Price or Time.

2.7 Liquidated Damages (Work Order)

2.7.1 When Contractor is in default for nonperformance within the stipulated Contract Time including any intermediate Milestone dates, Project Manager shall notify Contractor in writing within thirty (30) Days after the Contract Completion Date or intermediate Milestone Date, and deduct the liquidated damages in the amount stated in the Contract Documents from any monies due the Contractor. The deduction of liquidated damages shall be in addition to any retainage withheld. Additional liquidated damages may be indicated in the Specifications.

2.7.2 Liquidated damages for each Day that each milestone date is not met are as follows:

2.7.2.1 Milestone: Substantial Completion

2.7.2.1.1 ***** Days from Notice to Proceed date.

2.7.2.1.2 Amount of Liquidated Damages: **$1,380.00** per Day

2.7.2.2 Milestone: Final Completion for Work Order

2.7.2.2.1 ***** Days from Notice to Proceed date.

2.7.2.2.2 Amount of Liquidated Damages: **$690.00** per Day

* (Number of Days as determined in the individual Work Order)

2.7.3 Liquidated damages shall be assessed on each milestone separately until that milestone is completed, up to a maximum amount of **$1,380.00** per day.

2.8 <u>Additional Applicable Federal Contract Provisions</u>

2.8.1 Since the Work to be performed under the resulting Agreement will be paid from federal funds provided under the American Rescue Plan Act (ARPA), compliance with the following additional requirements will be required from the Contractor. Within these Federal Contract Provisions, the Contractor will be referred to as "Contractor" or

"contractor" and the County as "administering agency". The Contractor agrees that these Federal Contract Provisions shall be part of and shall be automatically incorporated into the final contract.

2.8.1.1 Contract Work Hours and Safety Standards (40 USC 3701-3708)

2.8.1.1.1 Applicable to all contracts in excess of $100,000 that involve the employment of mechanics or laborers and, as part of any resulting contract, requires compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

2.8.1.1.2 Under 40 U.S.C. 3702 of the Act, each Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

2.8.1.2 Equal Employment Opportunity (41 CFR Part 60-14)

2.8.1.2.1 The following equal employment opportunity requirements apply to the underlying contract:

2.8.1.2.2 Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

2.8.1.2.2.1 The Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program

involving such grant, contract, loan, insurance, or guarantee, the following

2.8.1.2.3 During the performance of this contract, the Contractor agrees as follows:

2.8.1.2.3.1 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:

2.8.1.2.3.2 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.

2.8.1.2.3.3 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.

2.8.1.2.3.4 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.

2.8.1.2.3.5 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.

2.8.1.2.3.6 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.

2.8.1.2.3.7 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.

2.8.1.2.3.8 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.

2.8.1.2.3.9 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.

2.8.1.3 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (2 CFR 200.321)

2.8.1.3.1 The County will take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible.

2.8.1.3.2 Affirmative steps must include:

2.8.1.3.2.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2.8.1.3.2.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

2.8.1.3.2.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

2.8.1.3.2.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

2.8.1.3.2.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

2.8.1.3.2.6 Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

2.8.1.4 Procurement of Recovered Materials (2 CFR 200.323)

2.8.1.4.1 The selected Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2.8.1.4.2 The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

2.8.1.4.2.1 "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—

2.8.1.4.2.2 Competitively within a timeframe providing for compliance with the contract performance schedule;

2.8.1.4.2.3 Meeting contract performance requirements; or

2.8.1.4.2.4 At a reasonable price.

2.8.1.4.3 Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

2.8.1.5 Domestic Preferences for Procurements (2 CFR 200.322)

2.8.1.5.1 As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal

award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

2.8.1.5.2 For purposes of this section:

2.8.1.5.2.1 "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.

2.8.1.5.2.2 "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2.8.1.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

2.8.1.6.1 Contractors shall file the required certification as part of its response. 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 must 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 non-Federal award.

2.8.1.6.2 See Appendix A, 44 C.F.R. PART 18 – Certification Regarding Lobbying to be executed and submitted with Contract.

2.8.1.7 Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment (2 CFR 200.216)

2.8.1.7.1 Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

2.8.1.7.2 Procure or obtain;

2.8.1.7.2.1 Extend or renew a contract to procure or obtain; or

2.8.1.7.2.2 Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

2.8.1.7.2.2.1 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

2.8.1.7.2.2.2 Telecommunications or video surveillance services provided by such entities or using such equipment.

2.8.1.7.2.2.3 Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

2.8.1.7.2.3 In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

2.8.1.7.2.3.1 See Public Law 115-232, section 889 for additional information.

2.8.1.7.2.3.2 See also § 200.471.

2.8.1.8 Suspension and Debarment (2 CFR §200.213)

2.8.1.8.1 This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

2.8.1.8.2 The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

2.8.1.8.3 By signing the contract, the Contractor certifies as follows:

2.8.1.8.3.1 The certification in this clause is a material representation of fact relied upon by Hillsborough County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.8.1.9 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

For contracts and subgrants of amounts in excess of $150,000 the non-Federal contractor shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

2.8.1.9.1 Clean Air

2.8.1.9.1.1 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 County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate federal regulatory agency and the EPA Regional Office.

2.8.1.9.1.2 The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

2.8.1.9.2 Federal Water Pollution Control Act

2.8.1.9.2.1 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.

2.8.1.9.2.2 The Contractor agrees to report each violation to Hillsborough County and understands and agrees that Hillsborough County will, in turn, report each violation as required to assure notification to the Florida Department of Emergency Management, Hillsborough County (as recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

2.8.1.9.2.3 The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

2.8.1.10 Changes to Federal Requirements

Contractor shall at all times comply with all applicable federal regulations, policies, procedures and directives, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

2.8.1.11 No Obligation by the Federal Government

2.8.1.11.1 The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any

obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2.8.1.11.2 The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2.8.1.12 Right to Inventions Made Under a Contract or Agreement. (37 CFR Part 401)

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

2.8.1.13 Program Fraud and False or Fraudulent Statements or Related Acts

2.8.1.13.1 The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the ARPA assisted Project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2.8.1.13.2 The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a Project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. §

1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

2.8.1.13.3 The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

2.9 Retainage

2.9.1 All progress payments shall be subject to a five percent **(5%)** retainage throughout the duration of the Contract. The County shall make payment to the Contractor within the time limits set forth in the "Approval of Payments" Clause, unless the County has grounds for withholding the payment of retainage. The County does not have to pay or release any amounts that are the subject of a good faith dispute or the subject of a claim brought pursuant to Section 255.05 Florida Statutes. Retainage may be withheld for deficiencies including, but not limited to, schedule slippage, delinquent submittals, Subcontractor non-payment (regardless of fault) or defective work as provided under the Contract. Remaining retainage shall be released as provided under Florida Statutes Section 218.735 (a) and Section 5.12.6 of this Contract. The Director, at his discretion, has the authority to reduce or release retainage held by the County.

2.9.2 When the County makes any payment of retainage to the Contractor which is attributable to the labor, services or materials supplied by one or more Subcontractors or suppliers, the Contractor shall timely remit payment of such retainage to those Subcontractors and suppliers.

2.9.3 If the Contractor elects to withhold retainage from its Subcontractors at a rate higher than five percent (5%), then the Contractor may not request the release of such retainage funds from the County.

2.10 Changes in the Work/Change Orders/Modifications

2.10.1 All additions, deletions, or revisions to the Contract shall be valid and enforceable only when authorized by a written Change Order or Modification Agreement approved and/or executed by the applicable authorized representatives of the County in accordance with County policy. Modification Agreements that are required to be approved by the Board of County Commissioners pursuant to County policy must be executed by the Contractor and the Chair of the Board of County Commissioners. Only upon receipt of a Change Order or Modification Agreement shall the Contractor be authorized to proceed with the Work involved. All such Work shall be executed under the applicable terms and conditions contained in the Contract Documents.

2.10.2 Additional Work performed by the Contractor without the authorization of a Change Order or Modification Agreement will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time except in the case of an emergency as provided for herein. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

2.10.3 It is the Contractor's responsibility to notify its Surety of any changes affecting the general scope of the Work/Services or change of the Contract Price, and the amount of the applicable Bond(s) shall be adjusted accordingly.

2.11 Contract Period for Term Contract

The Contract resulting from this Solicitation Document will be in effect for a **TWO** (**2**)-year period (ending on the last day of the final month) from the effective date of the Contract as established by the County's Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA).

2.12 Estimated Quantities

Quantities given represent the best estimate for use and shall be the basis for award. However, these quantities are not intended to represent actual requirements, which are not known at this time and may vary during the Contract Period. The County does not guarantee a minimum total purchase. Furthermore, the requirements of the County may exceed best estimates and the Successful Bidder/Proposer shall provide such requirements to the extent they are reasonable.

2.13 Hillsborough County Governmental Purchasing Council: Reference Laws of Florida 69-1112 and 69-1119

All Offers received by the County in response to this Solicitation Document shall be considered as Offers to members of the Hillsborough County Governmental Purchasing Council. Members, at their discretion, may utilize the Contract that results from this Solicitation Document. Members may purchase the goods, Services and/or Work under the same terms and conditions as the Contract between the Contractor and the County. Members will issue their own purchase orders, issue payments and coordinate the service locations with the Contractor, as applicable. The Hillsborough County Governmental Purchasing Council consists of the following agencies:

Children's Board of Hillsborough County

City of Plant City

City of Tampa

City of Tampa Housing Authority

City of Temple Terrace

Clerk of the Circuit Court

Expressway Authority

Hillsborough Area Regional Transit Authority

Hillsborough County Aviation Authority

Hillsborough County Board of County Commissioners

Hillsborough Community College

Hillsborough County School Board

Hillsborough County Sheriff

Property Appraiser

State Attorney's Office

Supervisor of Elections

Tampa Palms Community Development District

Tampa Port Authority

Tampa Sports Authority

Tax Collector

2.14 Non-Exclusive Contract

Award of this Contract shall impose no obligation on the County to utilize the Successful Bidder/Proposer for all Services and/or Work of this type, which may develop during the Contract Period. This is not an exclusive Contract. The County specifically reserves the right to concurrently contract with other companies for similar Services and/or Work if it deems such action to be in the County's best interest.

2.15 Ordering

The County shall issue a Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA) to cover any goods, Services and/or Work to be furnished under this Contract. The County user departments will then issue Standard Purchase Orders against the BPA/CPA on an as-needed basis. The Successful Bidder/Proposer shall deliver the applicable goods, Services and/or Work only upon receipt of a Standard Purchase Order. No goods, Services and/or Work are to be

provided until a Standard Purchase Order is issued. However, any Standard Purchase Order issued PRIOR to the end of the Contract Period shall be completed, invoiced and paid after the expiration of the Contract. Orders shall be issued only during the Contract Period. The County reserves the right to modify the delivery location(s) identified throughout the Contract Period.

2.16 Work Orders

2.16.1 Upon identifying the need for work or project to be performed under this contract, the Project Manager, or other designated staff person, will meet with the Contractor to review the scope of work. This may also include an on-site visit.

2.16.2 Following this initial meeting, the Project Manager, or other designated representative, will provide the Contractor with a request for Work Order proposal together with written scope of work and/or Construction Documents and completion schedule.

2.16.3 Contractor's Work Order Proposal. Within fourteen (14) Days of receipt of the request for Work Order proposal, the Contractor shall submit to the Project Manager a detailed Work Order proposal using the unit price as shown in the Bid Proposal multiplied by the actual quantities as agreed and/or shown in the final construction plan. The Contractor shall provide a detailed scope of work, shop drawing/sketches and any other information requested by the Project Manager or Professional to back up its estimate. For some work types, the Contractor may be required to submit details and calculations that are signed and sealed by a registered Florida Professional Engineer. The Contractor shall ensure that its proposal is complete using the applicable drawings/specifications and standards.

2.16.4 The Contractor may also be required to provide a work breakdown structure, including materials with manpower and equipment hours, if requested by the Project Manager or designated representative, to justify the cost of an Allowance Authorization (AAR). The Contractor's Work Order Proposal shall include a Standard project cost sheet. The project cost sheet shall include quantified line items from the Bid proposal, along with any AAR items, supported by the appropriate documents and a permit allowance, if applicable. The project cost sheet shall itemize each part of the project scope, including the item number, description, unit of measure, quantity, cost per unit and extended total for each line item.

2.16.5 The detailed (Contractor-developed) statement of work must be supported by all necessary documentation to indicate that adequate planning to accomplish the required work has been performed. Costs for the preparation of Work Order proposals and supporting documentation shall be included in the Contractor's bid proposal and will not be paid separately by the County.

2.16.6 The bid proposal shall serve as the basis for establishing the value of the Work to be performed on a unit price basis.

2.16.7 As part of the price proposal, the Contractor shall also provide a construction schedule for completion of the Work.

2.16.8 The Contractor will update the CPM schedule, at the sole discretion of the Project Manager, when the Work or the contract time has changed appreciably.

2.16.9 The Contractor shall submit its proposal to the Project Manager, or designated representative, who will evaluate the proposal. The Contractor shall, upon request, meet with the Project Manager and/or designated representative to review the submitted proposal and shall, at the Project Manager's request, enter into negotiations to develop an agreed upon price and schedule fully supported by complete back up documents. The Contractor shall submit a revised proposal and/or schedule, if necessary. If the proposal or revised proposal including construction schedule, is approved by the Project Manager and/or designated representative, a Work Order shall be issued to the Contractor. The Work Order shall serve as the Project Manager's Notice to Proceed to the Contractor.

2.16.10 The amount specified on an individual Work Order constitutes the total compensation payable to the Contractor for performing the specified work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Work Order price. The Work Order price may only be changed by written revision to the Work Order. After a Work Order has been issued to the Contractor, it may be revised only for increases or decreases in work (or changes in scope) beyond that shown in the original Work Order scope and construction documents, as determined by the Project Manager. If, in the Project Manager's opinion, increases or decreases in Work or changes to scope and/or time are required, the Contractor must provide a proposal for the same. The Project Manager will review the Contractor's proposal and, if approved, will issue a revised Work Order.

2.16.11 If the Contractor desires to make a claim for a change in the price or time of an authorized Work Order, then any such claim shall be in writing and delivered to the Project Manager within fifteen (15) Days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Work Order price or time shall be determined by the Project Manager. Any change in the Work Order price or time shall be incorporated into an authorized revised Work Order and revised construction schedule.

2.16.12 The Project Manager, or his designated representative, reserves the right to reject any proposal, in which case the Project Manager, or his designated representative, shall have no obligation to issue the Work Order or revised Work Order.

2.16.13 Timeliness of Service. Since the primary goal of work order contracting is the speedy acquisition of construction services, Contractor responsiveness under the terms of this contract is paramount. Upon notification of a need for services, the Contractor shall acknowledge the request and be available for a meeting and/or site visit within three (3) Business Days. The Contractor shall provide a Work Order proposal, or any revisions thereof, within fourteen (14) Days after receipt of the request for Work

Order Proposal, unless the County agrees to a time extension in writing prior to the response deadline. Upon County approval and issuance of a Work Order, the Contractor will commence with the Work and proceed in accordance with the Work Order schedule. The Work Order completion time shall not exceed the time specified in the Work Order. Failure to respond within the time(s) specified above may result in the Work being performed by others; and/or no further Work Orders being issued to the Contractor; and/or termination of the contract; and/or the filing of a claim by the County against the Performance Bond.

2.16.14 In the event the County and Contractor are unable to agree on a proposal, the County may reject the Contractor's proposal and not issue a Work Order, or may issue a Work Order adjusting the Contractor's proposal based on the County's evaluation of scope and quantities represented in the Contractor's proposal. If, in the Project Manager's opinion, additional unit price items or quantities are required to complete the project, a revised Work Order detailing the additional work will be issued. It shall be the Contractor's responsibility to notify the Project Manager, or his designated representative, if the additional quantities are likely to exceed the Work Order limit and obtain prior approval for the additional work.

2.16.15 In the event the County desires to change the scope of a Work Order and if the County and the Contractor do not arrive at a mutually acceptable increase or decrease in the Work Order price and/or schedule, the Project Manager may issue a revision to the Work Order based on the County's evaluation of scope and quantities. If, in the Project Manager's opinion, additional unit price items or quantities are required to complete the project, a further revision to the Work Order detailing the additional work will be issued. The Contractor shall not use the lack of agreement on the revised price and/or schedule as a basis or cause to stop or otherwise delay the progress or completion of any of the work required pursuant to the Work Order.

2.16.16 If, after issuance of a Work Order, the Contractor refuses or otherwise fails to perform the Work, the County reserves the right to take any or all of the following actions:

2.16.17 Obtain the Work Order services from another contractor; and/or

2.16.17.1 Terminate the contract; and/or

2.16.17.2 Debar the Contractor from bidding for a period of up to twenty-four (24) months; and/or

2.16.17.3 File a claim against the performance bond.

2.16.18 If the Contractor believes there is good cause for not performing the requested Work, the Contractor shall submit such information in writing along with its refusal to perform the work, and may appeal an adverse decision to the Director.

2.16.19 Pricing of Work Orders. Pricing of Work Orders shall be accomplished by multiplying the appropriate unit prices times the quantities of each line item required for the Work Order, to arrive at a pay quantity for that line item; all such line item pay quantities shall be added to arrive at the Work Order cost. After a Work Order has been issued to the Contractor, it may be revised only for additional work or changes in scope beyond that shown in the scope of work and construction documents as determined by the Project Manager. It shall be the Contractor's responsibility to advise the County and obtain a revised Work Order as prior approval for additional work beyond that specified in the Work Order and construction documents. The Contractor may use an automated spread sheet system for pricing purposes, provided the system is approved by the County.

2.17 Utilization of DM/DWBEs (Term)

2.17.1 General Information - It is the policy of the County's Board of County Commissioners (BOCC) that Disadvantaged Minority/Disadvantaged Women Business Enterprises (DM/DWBEs) shall have the maximum opportunity to participate in County projects. In this regard, the Contractor to whom any award of this solicitation is made shall take all necessary and reasonable steps to ensure that DM/DWBEs have the maximum opportunity to participate in this Contract. The BOCC has established an overall annual goal for the participation of DM/DWBEs in all construction contract awards of Two Hundred Thousand Dollars ($200,000) or more. Contractors submitting Bids to provide construction services to the County will be evaluated on their compliance with both minority and women group employment levels, as well as their compliance with DM/DWBE participation goals as established by the County's DM/DWBE Program. Since Subcontract awards by the Successful Bidder to DM/DWBE firms are essential to the achievement of the BOCC's DM/DWBE goals, the specifications in this Section include requirements with which Bidders must comply.

This Section outlines the requirements/specifications for DM/DWBE participation in any resulting Contracts resulting from this solicitation pursuant to the County's DM/DWBE Program (Hillsborough County Resolution No. R06-264 as amended by Resolution No. R11-020, Resolution No. R12-156, Resolution No. R15-05, Resolution No. R16-120, and Resolution No. R22-002), the County's Affirmative Action Business Enterprise Policy; Executive Order 11625; and 40 CFR §33.

Failure of a Bidder to comply with the pre-award requirements set forth in this Section may result in the County's rejection of the Bid. Failure of the Successful Bidder/Contractor to perform/comply with the applicable contractual requirements regarding the County's Affirmative Action Business Enterprise Policy and/or DM/DWBE participation may constitute a material breach of the Contract and may result in termination of the Contract by the County.

2.17.2 DM/DWBE Participation Goal – The County's Disadvantaged Minority/Disadvantaged Women Business Enterprise Program participation goal is detailed below:

2.17.2.1 In connection with this solicitation and its resulting Contract, a goal of **9% (Nine)** has been established for participation by DM/DWBEs as Subcontractors. The established goal shall be applied to the full monetary value of the Contract

(excluding the value of possible alternates) and shall be reflected in the monetary portion spent on subcontracts for consulting and/or construction services to be awarded to those DM/DWBEs meeting Contract Specifications. With respect to the participation of DM/DWBE suppliers, credit toward the goal will be calculated as follows: Fifty percent (50%) of the total value of supplies furnished by a certified DM/DWBE will be credited toward the goals established for the project/Contract provided that the supplier is not a manufacturer. If the DM/DWBE supplier also manufactures the product, then full credit will be given. Bidders will be allowed to utilize second tier minority reporting (i.e., minority Subcontractor to first tier Subcontractor) for goal attainment in projects/Contracts valued at over Twenty Million Dollars ($20,000,000).

2.17.2.2 On Term Contracts or Work Order (WORCS) Contracts, the DM/DWBE goal shall apply to all work orders regardless of monetary value.

2.17.2.3 If the Contract is extended or renewed, the DM/DWBE goal shall remain at the original goal unless the County has established a revised goal.

2.17.2.4 For Contracts for which no project goal was established (as evidenced by "N/A" appearing in the first blank in the above clause) because the project/Contract was estimated by the County at a price of less than Two Hundred Thousand Dollars ($200,000) but for which the Bid(s) received equal or exceed $200,000, the County's annual goal of twenty percent (20%) **shall** apply with the following target percentages:

DM/DWBEs - 20% (Total)

Black	- 6%
Hispanic	- 6%
Women	- 6%
Other	- 2%

**** These percentages are not requirements (they are goals).**

The above targeted percentages are being provided for the Bidder's information. The County encourages the Bidder to consider these target percentages when soliciting for DM/DWBE participation.

2.17.2.5 For Contracts for which a project goal is established but for which the Bid(s) received are less than Two Hundred Thousand Dollars ($200,000), the established goal **shall not** apply.

2.17.2.6 Bidders will receive goal attainment credit for DM/DWBE subcontracts only for Subcontractors that are certified DM/DWBEs and have a current, valid license (if required) in the specific area of expertise for which credit is sought, at the time of the Close Date of this solicitation. Bidders may use any DM/DWBE certified by Hillsborough County or other governmental jurisdictions (by way of reciprocal certification as set forth below).

2.17.2.7 Bidders must use the Subcontractors/Material Suppliers List (MBE-1 Form) included in this solicitation, if applicable, to document Bidders' attainment of the DM/DWBE participation goal. The identification of all DM/DWBEs businesses to be utilized on the project must be shown on this form. This form is the basis for determining whether the Bidder has met the DM/DWBE participation goal for this Contract/project.

2.17.2.8 Bidders shall undertake to provide information and assistance to DM/DWBEs for the purpose of facilitating proposals by said DM/DWBEs to provide Subcontractor services to the Bidders. These efforts shall include Bidders making the necessary and reasonable steps in selecting economically feasible portions of the work to be broken down to facilitate DM/DWBE participation.

2.17.2.9 Any DM/DWBE firm who submits a Bid as a prime Contractor on a construction project shall be subject to the same DM/DWBE Subcontractor participation goals as a non-DM/DWBE Bidder.

2.17.3 Certification/Reciprocity/Joint Venture

2.17.3.1 Certification - Certification as a DM/DWBE must be obtained by a Subcontractor prior to the Close Date of this solicitation in order for such DM/DWBE to be counted toward the DM/DWBE participation goal. **Businesses that are no longer economically disadvantaged, that have graduated from Hillsborough County's DM/DWBE Program, and those that have been denied certification by the County shall not be counted toward goal attainment and/or goal attainment through reciprocal certification or joint venture. Owners of DM/DWBE firms that are no longer economically disadvantaged, and that have graduated from the County's Program shall not be counted toward goal attainment and/or goal attainment through reciprocal certification or joint venture.** The County's DM/DWBE Directory and a list of those firms that have graduated from the County's DM/DWBE Program, as well as those firms who have been denied certification to the County's DM/DWBE Program can be found on the County website at:

https://hcfl.gov/businesses/doing-business-with-hillsborough/minorities-women-and-small-business/

2.17.3.2 Reciprocity - Provisional reciprocity shall be granted to DM/DWBE firms that are principally domiciled in the State of Florida and which have been certified by

other jurisdictions located within the State of Florida. In order to be considered for provisional certification and be counted toward goal attainment, a letter of certification from the certifying jurisdiction or copy of a certification document evidencing certification by the certifying jurisdiction must be submitted by the apparent low Bidder within five (5) Business Days of notification by the County of apparent low Bidder status. **A reciprocal certification shall become effective on the date of Contract award and is only valid for one six (6) month period.** All firms granted reciprocal certification who wish to continue to participate in the County's DM/DWBE Program after the expiration of its reciprocal certification will be required to complete an application for certification to the County's Program **prior** to the expiration of the six (6) month reciprocal certification period.

2.17.3.3 Joint Venture - A joint venture consisting of a DM/DWBE and a non-minority business, submitting a Bid as a prime Contractor, will be credited with DM/DWBE participation based on the DM/DWBE venturer's percentage of participation in the work, risk and profits of the joint venture. Joint ventures shall be qualified in accordance with the rules of the Construction Industry Licensing Board as required by Section 489.119, Florida Statutes. **A joint venture with minority and woman-owned component(s) must be pre-approved by the County prior to the Close Date of this solicitation in order for the minority/woman-owned component's involvement to be credited toward fulfilling the County's DM/DWBE participation goal.** The minority/woman-owned component of the joint venture must be a **County-certified** DM/DWBE (i.e., certified as a DM/DWBE in the County's DM/DWBE Program) and the Bid submitted by the joint venture **must** be signed by all parties to the joint venture. Please note that the joint venture itself cannot be deemed to be a DM/DWBE.

2.17.3.3.1 A joint venture must submit the following documents no later than ten (10) Business Days **prior** to the Close Date of this solicitation for the purpose of review and approval of the joint venture by the County's Minority and Small Business Enterprises Division:

2.17.3.3.1.1 A fully-executed Joint Venture Disclosure Affidavit which must state that the Joint Venture complies with Chapter 489, Florida Statutes;

2.17.3.3.1.2 Proof of **County** DM/DWBE certification for each minority/woman-owned component of the joint venture;

2.17.3.3.1.3 Business resume for each party/member of the joint venture; and

2.17.3.3.1.4 A copy of the joint venture agreement which must reflect the scope of the minority or woman venturer's managerial and financial responsibilities.

2.17.3.3.2 A joint venture must submit the following documents **with** its Bid in order to have its DM/DWBE component counted toward the DM/DWBE participation goal:

2.17.3.3.2.1 A copy of the County-approved Joint Venture Disclosure Affidavit; and

2.17.3.3.2.2 The Bid submitted by the joint venture must be signed by all parties to the joint venture.

2.17.4 DM/DWBE Documents Due Prior to Bid Submission

The following documents must be completed and submitted by the Bidder **prior** to the Bidder's submission of its Bid to the County:

2.17.4.1 Joint Venture Documents (only applicable if the Bidder/prime Contractor is a joint venture) - the Joint Venture Disclosure Affidavit along with the other documents specifically listed above must be submitted to the County no later than ten (10) Business Days prior to the Close Date of this solicitation for the purpose of review and approval of the joint venture by the County's Minority and Small Business Enterprises Division.

2.17.5 DM/DWBE Documents Due at Time of Bid Submission

The following DM/DWBE documents must be Completed by the Bidder and submitted **with its Bid** on or before the Close Date of this solicitation:

2.17.5.1 The Subcontractors/Material Suppliers List (MBE-1 Form) - the Subcontractors/Material Suppliers List (MBE-1 Form) must include the Subcontractor's/material supplier's name, scope or type of work to be performed, dollar amount, and whether the Subcontractor/material supplier is a certified DM or DWBE business. The identification of all DM/DWBEs businesses to be utilized on the project must be shown on this form. This form is the basis for determining whether the Bidder has met the DM/DWBE participation goal for this Contract/project.

2.17.5.2 County-Approved Joint Venture Disclosure Affidavit (only applicable if the Bidder/prime Contractor is a joint venture). Please Note: the Bid submitted by the joint venture must be signed by all parties to the joint venture.

2.17.6 DM/DWBE Documents Due Within 5 Business Days of Notification of Low Bidder Status

The following DM/DWBE documents must be completed and submitted by the apparent low Bidder within **five (5) Business Days** of notification of low Bidder Status by the County:

2.17.6.1 Executed subcontract agreements and/or Letters of Intent (signed by both parties) for all DM/DWBE Subcontractors listed on the Bidder's Subcontractor/Material Suppliers List (MBE-1 Form) in monetary amounts that are no less than fifteen percent (15%) of what is listed on the Bidder's Subcontractor/Material Suppliers List (contingent upon the County's award of the Contract to the Bidder). However, such monetary amounts must either meet the DM/DWBE participation goal or the Bidder must achieve good faith efforts to achieve the goal. Failure to submit executed Subcontractor agreements/Letters of Intent that are consistent with the Bidder's Subcontractor/Material Suppliers List (subject to the 15% permissible monetary deviation set forth above) shall result in the omitted/affected subcontracts not being credited toward goal attainment and may result in a finding of non-responsiveness to the County's DM/DWBE Program requirements. If the Bidder submits additional DM/DWBE subcontract agreements/Letters of Intent that are over and above what is listed on the Bidder's Subcontractor/Material Suppliers List (MBE-1 Form), then these additional DM/DWBE firms and/or monetary amounts will be credited toward Bidder's DM/DWBE participation goal attainment. However, **Please Note:** that the Bidder must first be deemed to be responsive to the goal either through the MBE-1 Form or the achievement of good faith efforts in order to receive this additional credit toward goal attainment. Subcontract agreements/Letters of Intent must be submitted to the County's Procurement Services Department.

2.17.6.1.1 Bidders who submit subcontract agreements/Letters of Intent which attempt to include by reference other document(s) which are not part of the official County bid package must attach a copy of all such referenced documents to be included with the subcontract at the time the executed DM/DWBE subcontract agreements/Letters of Intent are submitted to the County.

2.17.6.1.2 All subcontracts/Letters of Intent executed between the Bidder and the DM/DWBE Subcontractor must include, but is not limited to, the following: identification of the project/Contract by County bid number, contract date, the name of the contracting parties, the work or materials to be provided, the payment provisions, the responsibilities of the parties, and any applicable conditions precedent or subsequent to the contract. Please Note: subcontract prices/monetary amounts are not required in Bids for Work/Term Contracts.

2.17.6.2 Good Faith Efforts Determination Form and all supporting documentation (if Bidder has not achieved the DM/DWBE goal in its Bid).

2.17.6.3 Proof of DM/DWBE certification from the certifying jurisdiction(s) for all DM/DWBE firms for which the Bidder is requesting provisional reciprocity as described above.

2.17.7 Good Faith Efforts

2.17.7.1 General Information - Contractors submitting Bids to provide construction services to the County will be evaluated on their compliance with both minority and women group employment levels, as well as their compliance with DM/DWBE participation goals as established by the County's DM/DWBE Program. A determination of Bid responsiveness shall be made on the basis of the Bidder's DM/DWBE participation achievement (as evidenced in Bidder's MBE-1 Form) or submission of documented good faith efforts. In order to be viewed as "good faith" efforts, a Bidder's efforts should be those that could reasonably be expected from a Contractor who was actively and aggressively seeking to meet DM/DWBE participation goals. Bidders must solicit quotes in good faith from interested DM/DWBE firms. Quotes, proposals and bids from interested DM/DWBEs must not be rejected without reasonable justification. DM/DWBE Subcontractors must also exhibit good faith in their responses to the Contractor's solicitations.

2.17.7.2 Good Faith Efforts Determination Form - When applicable, a Good Faith Efforts Determination Form will be included in the solicitation documents issued by the County. In the event the DM/DWBE participation goal is not achieved in the Bidder's Bid (MBE-1 Form), then the Bidder(s) will be required to submit the Good Faith Efforts Determination Form and documentation of their good faith efforts to achieve the participation goal.

2.17.7.3 Deadline to Submit Good Faith Efforts Determination Form/Documentation - All Bidders are encouraged (but not required) to complete and submit the Good Faith Efforts Determination Form and all supporting documentation within five (5) Business Days of the Close Date of this solicitation in the event the DM/DWBE goal is not achieved in its' Bid. However, the apparent low Bidder shall be required to complete and submit its Good Faith Efforts Determination Form and all supporting documentation within five (5) Business Days after its notification of low Bidder status by the County in the event the DM/DWBE goal is not achieved in its Bid.

2.17.7.4 Determination of Good Faith Efforts - The County shall consider the following criteria in determining good faith efforts:

2.17.7.4.1 Attendance at the pre-Bid conference by a senior member of the Bidder's company or project management staff. If no pre-Bid conference is held, then participation by the Bidder in online discussions related to this procurement solicitation may be used to evaluate good faith efforts;

2.17.7.4.2 Whether and when the Bidder provided written notice, by mail, facsimile, e-mail or hand delivery to all certified DM/DWBEs that perform the type of work to be subcontracted and advising the DM/DWBE:

2.17.7.4.2.1 of the specific work the Bidder intends to subcontract;

2.17.7.4.2.2 that the DM/DWBE's interest in the Contract is being solicited by the Bidder; and

2.17.7.4.2.3 how to obtain information for the review and inspection of Contract plans and Specifications.

2.17.7.4.3 Whether the Bidder selected economically feasible portions of work to be performed by DM/DWBEs including, where appropriate, breaking down contracts or combining elements of work into economically feasible units. **Please Note:** The ability of the Bidder to perform the work with its own work force will not, in itself, excuse a Bidder from making positive efforts to meet DM/DWBE goals;

2.17.7.4.4 Whether the Bidder submitted to the County all quotations received from DM/DWBEs; and for those quotations not accepted, an explanation and documentation of why the DM/DWBE will not be used during the course of the Contract. **Please Note:** Price alone does not constitute an acceptable basis for rejecting DM/DWBE Subcontractors' bids unless the Bidder can demonstrate that no reasonable price can be obtained from a DM/DWBE;

2.17.7.4.5 Whether the Bidder submitted documentation to the County that indicates that the Bidder provided assistance to interested DM/DWBEs in reviewing the Contract plans and specifications;

2.17.7.4.6 Whether the Bidder submitted documentation to the County that indicates that the Bidder assisted interested DM/DWBEs with obtaining required bonding, lines of credit or insurance;

2.17.7.4.7 Whether the Bidder's efforts were merely a formality and, given all relevant circumstances, could not reasonably be expected to provide sufficient DM/DWBE participation to meet the goal; and

2.17.7.4.8 Whether the Bidder has utilized DM/DWBE Subcontractors on other County contracts and/or on other governmental and private sector contracts within the past two (2) years.

This list is not intended to be exclusive or exhaustive. The Bidder may also submit documentation of other types of efforts that the Bidder has taken which reflects the quality, quantity and intensity of those efforts.

2.17.7.5 Scoring of Good Faith Efforts - Bidders' good faith efforts will be evaluated and quantified to determine whether the DM/DWBE participation reflected on the Good Faith Efforts Determination Form completed and submitted by the Bidder is in compliance with the County's good faith efforts criteria. **Bidders are advised that**

their documentation of good faith efforts must yield an overall score of seventy percent (70%) or a minimum of 882 points in order for the Bidder to be deemed responsive to the DM/DWBE goal/Program requirements. Such an overall score may be inclusive of any opportunity for bonus points that is provided in the County's good faith efforts evaluation criteria. The Bidders' good faith efforts will be evaluated based on the information provided by the Bidder on the Good Faith Efforts Determination Form attached to this solicitation, if applicable.

2.17.8 Guidance/Assistance by the County

Bidders should contact the County's Minority and Small Business Enterprises Division immediately for guidance and assistance in the event that:

2.17.8.1 The Bidder anticipates or has difficulty in identifying and/or obtaining DM/DWBEs for subcontract participation;

2.17.8.2 The Bidder is unable to identify portions of the work that can be broken down for DM/DWBE subcontract participation; or

2.17.8.3 The Bidder determines that breaking down the work is not possible or feasible.

2.17.9 Bidder Responsiveness/Goal Attainment

In order to be deemed to be responsive to the County's DM/DWBE participation goal, Bidders must either (1) document goal attainment using the Subcontractor/Material Suppliers List (MBE-1 Form), or (2) achieve the score/points needed to establish the Bidder's good faith efforts to achieve the goal using the Good Faith Efforts Determination Form and submitting the required supporting documentation. The Minority and Small Business Enterprises Division will make a determination as to the responsiveness of Bidder(s) to the DM/DWBE Program goals. If the Bidder(s) has not achieved the DM/DWBE participation goals in its Bid (MBE-1 Form), but has received the required score/points needed to establish Bidder's good faith efforts to achieve the goals, then the Minority and Small Business Enterprises Division shall deem the Bid responsive with respect to the DM/DWBE goal. In the event the responsiveness determination is not in favor of a Bidder, then the Bidder will be notified in writing by Procurement Services. Any objection to a non-responsive determination shall be deemed a protest, and the Bidder will be required to file said protest in strict accordance with Hillsborough County's Procurement Protest Policy and Procedures Ordinance (Hillsborough County Ordinance No. 23-15) – Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3.

The Minority and Small Business Enterprises Division may perform Affirmative Action/Equal Employment Opportunity and DM/DWBE participation compliance reviews

on the three (3) apparent low Bidders concurrently for the purpose of reducing Bid review time.

2.17.10 Additional Credit Toward Goal Attainment Before Contract Award

If, prior to the County's award of the Contract, the Bidder submits additional DM/DWBE executed Subcontract agreements and/or Letters of Intent that are over and above what is listed on the Bidder's Subcontractor/Material Suppliers List (MBE-1 Form), then these additional firms and/or monetary amounts will be credited toward Bidder's DM/DWBE participation goal attainment. However, **Please Note** that the Bidder must first be deemed to be responsive to the goal either through the MBE-1 Form or the achievement of good faith efforts in order to receive this additional credit toward goal attainment.

2.17.11 Additional Credit Toward Goal Attainment After Contract Award

If, after the Contract has been awarded by the County, the Successful Bidder/Contractor during the course of the Contract wishes to utilize additional certified DM/DWBE subcontractors for the project, then this shall be allowed with the approval of the County's Minority and Small Business Enterprises Division and will be counted towards the Successful Bidder's/Contractor's overall goal attainment for the project/Contract.

2.17.12 Notice to Proceed

For Contracts/projects with DM/DWBE goals, the County will issue the Notice to Proceed only after the Successful Bidder's/Contractor's compliance with the stated goal is documented in accordance with the County's DM/DWBE Policy/Procedures and confirmation of such compliance is received from the County's Minority and Small Business Enterprises Division.

2.17.13 Vendor Compliance System (B2GNOW)

2.17.13.1 For Contracts/projects with DM/DWBE goals, the Contractor is required to utilize the County's Vendor Compliance System on a monthly basis to confirm payments received from the County and to list any payments made by the Contractor to DM/DWBE Subcontractors in that monthly period. **Contractor is required to report monthly payments to all DM/DWBE Subcontractors whether or not payment has been made to the Contractor by the County.** If no payment has been made by the County, then Contractor must report a zero (0) dollar amount in the Vendor Compliance System.

2.17.13.2 The County's Vendor Compliance System can be accessed at the following link: https://hillsboroughcounty.diversitycompliance.com/.

2.17.13.3 Contractors will receive email and/or facsimile notifications alerting them when there is a need to respond.

2.17.13.4 To ensure that Contractor maintains compliance with the County's contract compliance program, the Contractor is required to update its contact information in the Vendor Compliance System, which is hosted by third party vendor - B2GNow.

2.17.13.5 In the event Contractor has any questions regarding how to create an account or require assistance accessing its account, Contractor should click on the "Help First Time Visitors" link located on the diversity compliance page listed above. The following on-line classes on the Vendor Compliance System are available:

2.17.13.5.1 Contract Compliance Reporting – Vendor Training, classes are given on a weekly basis.

2.17.13.5.2 Introduction to the System – Vendor Training, classes are given on a bi-monthly basis.

To sign up for one of these training events, Contractor should click on the "Training and Events" link located on the diversity compliance page listed above.

2.17.14 Contract Compliance Requirements

2.17.14.1 Compliance Monitoring-General - Compliance monitoring and reviews are conducted by the County's Minority and Small Business Enterprises Division to determine if prime Contractors and/or Subcontractors are complying with the requirements of the County's DM/DWBE Program. Failure of a Contractor to comply with these requirements may result in the County taking remedial action by legal or non-legal means.

2.17.14.2 Substitution of DM/DWBE Subcontractor - If the Contractor or Subcontractor is unable to perform pursuant to a subcontract utilized by the County in a determination of the Contractor's responsiveness to the DM/DWBE Program, **the Contractor shall substitute the affected Subcontractor with another Certified DM/DWBE Subcontractor. The Contractor shall not substitute with a non-DM/DWBE Subcontractor or complete the work using its own resources without the prior written approval of the County.** Approval shall be provided only upon a showing by the Contractor that it is not reasonable or possible to obtain the services of another Certified DM/DWBE to complete the relevant portions of the Contract.

2.17.14.3 Compliance Monitoring by the County - The County may utilize the following tools to determine if the Contractor and/or Subcontractors are complying with their DM/DWBE utilization requirements and/or other requirements of the County's DM/DWBE Program:

2.17.14.3.1 Information generated by the County's Vendor Compliance System (B2GNOW) based on the required monthly payment/utilization reporting requirements of the County's DM/DWBE Program.

2.17.14.3.2 The Minority and Small Business Enterprises Division may make scheduled and/or unannounced project site visits to assess Contractor's and/or Subcontractor(s) performance and/or compliance.

2.17.14.3.3 The Minority and Small Business Enterprises Division may require Contractors and/or Subcontractors to furnish the County with additional documentation (separate from those generated by the County's Vendor Compliance System (B2GNOW)).

2.17.14.3.4 Communications, meetings and/or interviews with Contractors and/or Subcontractors, including their employees and/or agents, to identify and discuss other project-related matters or concerns such as performance and reporting relationships.

2.17.14.3.5 The Minority and Small Business Enterprises Division may review subcontract agreements, purchase orders and other related and relevant documents for the purpose of verifying that Subcontractors are performing and receiving payment for the work specified therein.

2.17.14.4 Notification of Non-Compliance -

2.17.14.4.1 The County shall issue a non-compliance and/or "failure to meet goal" notification to the Contractor if the County determines that the Contractor is not in compliance with its DM/DWBE utilization requirements and/or the DM/DWBE Program requirements ("Non-Compliance Notice").

2.17.14.4.2 The Non-Compliance Notice shall specify the following:

2.17.14.4.2.1 Identify the compliance deficiencies;

2.17.14.4.2.2 Instruct the Contractor to take the following actions ((aa) or (bb) below) to ensure its compliance with its DM/DWBE utilization requirements and/or the DM/DWBE Program requirements:

2.17.14.4.2.2.1 (aa) Immediately take action to correct the compliance deficiency; **and**

2.17.14.4.2.2.2 (aa) submit a written commitment to the County, within five (5) Business Days of the date of the notice, specifying the corrective actions to be taken to remedy the compliance deficiencies. Such written

commitment must include the specific actions to be taken and the date for completion.

2.17.14.4.2.2.3 **OR** (bb) Contact the County within five (5) Business Days of the date of the notice to discuss any issues preventing the Contractor's compliance with the DM/DWBE requirements and to identify a resolution to such issues. Such resolution will be in writing and must be approved by the County's Minority and Small Business Enterprises Division.

2.17.14.4.3 The Minority and Small Business Enterprises Division shall have the right to approve the Contractor's written commitment and/or request modifications/adjustments to the Contractor's written commitment.

2.17.14.4.4 Any commitments made by the Contractor to remedy its compliance deficiencies will not preclude future determinations of non-compliance based on the County's finding that the Contractor's commitments were not faithfully performed.

2.17.14.5 Non-Compliance – If the County issues a Non-Compliance Notice to the Contractor and the Contractor subsequently fails to address and/or remedy the compliance deficiencies as specified in the Non-Compliance Notice, then this failure by the Contractor (A) may be deemed by the County to be a material breach of the Contract, and (B) shall entitle the County to exercise any or all of the remedies set forth in the Subsection below titled "Non-Performance of Contractor and Remedies of the County".

2.17.15 Non-Performance of Contractor and Remedies of County

2.17.15.1 Failure by the Contractor to comply with its DM/DWBE utilization requirements and/or comply with the requirements of the County's DM/DWBE Program may be considered by the County to be a material breach of contract.

2.17.15.2 Hillsborough County reserves the right to exercise any available remedy in the event of the Contractor's failure to comply with its DM/DWBE utilization requirements and/or comply with the requirements of the County's DM/DWBE Program.

2.17.15.3 Failure to perform under the terms of the Contract with regard to the DM/DWBE Program, includes, but is not limited to, the following:

2.17.15.3.1 Failure of the Contractor (without the prior written approval of the County) to utilize the services of a DM/DWBE pursuant to a subcontract

submitted to the County and utilized by the County in a determination of the Contractor's responsiveness to the DM/DWBE Program.

2.17.15.3.2 Failure of the Contractor to address the compliance deficiencies as specified in a Non-Compliance Notice issued to the Contractor by the County.

2.17.15.3.3 Knowingly using a front company (i.e., a firm/business which is not, in fact, owned and controlled by minority individuals or women, but poses as such in order to participate in the County's Program) to achieve DM/DWBE participation on the County Contract.

2.17.15.3.4 Making any false statement(s) or using deceit for the purpose of influencing, in any way, any action of the County.

2.17.15.3.5 Unethical or other serious lack of business integrity with regard to DM/DWBE Contract performance.

2.17.15.3.6 Failure to report payments made to identified DM/DWBE businesses in the County's Vendor Compliance Management System (B2GNOW).

2.17.15.4 Remedies available to the County include, but are not limited to, the following:

2.17.15.4.1 Termination of the Contract with the County.

2.17.15.4.2 The exercise of any and/or all available legal remedies for breach of contract.

2.17.15.4.3 Either the total amount (or a percentage thereof as deemed appropriate by the County) paid to the Contractor or firm under the Contract intended for expenditure with a DM/DWBE firm and not so expended may be forfeited and recoverable by the County.

2.17.15.4.4 Any violations under this section of any applicable local, state or federal law or rule shall be referred to the applicable law enforcement or regulatory agency for investigation and/or prosecution.

2.17.15.4.5 The Director of the County's Minority and Small Business Enterprises Division may recommend to the County's Director of Procurement Services that the Contractor be suspended or debarred from bidding on and/or working on County contracts pursuant to the criteria set forth in the County's Procurement Policy.

2.17.15.4.6 Failure of the Contractor to comply with its DM/DWBE utilization requirements and/or reporting requirements may result in a non-responsibility determination of Bids/offers by the Contractor on future procurement solicitations issued by the County.

2.17.15.4.7 Any Contractor or firm that falsely represents to the County, pursuant to the County Contract, that it will use the commodities or services of a DM/DWBE firm and fails to do so, may be in breach of the Contract; whereupon, the County may exercise all available remedies for breach of contract.

2.17.16 Prompt Payment Policy

2.17.16.1 Every construction Contract let by the County for the performance of work shall contain a provision requiring the prime construction Contractor to certify, in writing, that all Subcontractors and suppliers have been paid for acceptable work and materials from previous progress payments received by the prime Contractor (less any retainage) prior to the County's disbursement of any further progress payments.

2.17.16.2 During the Contract the County may, and upon completion of the Contract the County shall, require documentation to certify that payments to such Subcontractors or suppliers have been made. This provision in no way creates any contractual relationship between any Subcontractor and the County or any liability on the County for the Contractor's failure to make timely payments to the Subcontractor or supplier. However, the County will consider the Contractor's failure to comply with this provision a breach of Contract.

2.17.17 Waiver of DM/DWBE Participation Requirements

At any time prior to the County's solicitation of an Invitation for Bid and/or Request for Proposal, the County Administrator, subject to BOCC approval, or the BOCC at any time, may grant a partial or complete waiver of the DM/DWBE requirements for any contract in which it is demonstrated that minority participation cannot be achieved as required by the County's DM/DWBE Program without detriment to public health, safety or welfare, including adverse financial impact to the County.

2.18 Construction Apprenticeship Program

2.18.1 General Information

2.18.1.1 There is a shortage of skilled labor for construction projects. This shortage of labor results in delays, expenses, and other challenges to the County's construction projects. Apprenticeships create opportunities for training and experience that will assist in ensuring that a trained workforce will be available for future County construction projects. By incentivizing the use of Apprentices for County Construction Contracts as provided for in Chapter 2, Article VI, Division

4, Sections 2-577 through 2-580, it is the intent of the Board of County Commissioners to increase the number of Apprentices used by Contractors, thereby creating opportunities that will result in an increase in the number of skilled workers available for future County construction projects. The County Administrator shall have the authority to develop policies and procedures applicable to the administration of the Apprenticeship Program as necessary.

2.18.1.2 This program will apply when:

2.18.1.2.1 The construction project funded by the County in an amount equal to or greater than $5,000,000.00 that involves the process of building, altering, repairing, improving, maintaining, or demolishing one ore more public facilities or buildings, or other public improvements of any kind to any real property or public facility owned or under the control of the County.

2.18.1.2.2 Construction Apprenticeship Program Incentive: "Incentive" for purposes of the County's Construction Apprenticeship Program shall mean a monetary payment or credit of thirty percent (30%) of the amount expended by a Contractor or its Subcontractor(s) on Apprentice Costs on a Construction Contract up to a maximum amount of one hundred thousand dollars ($100,000.00) for a Construction Contract of less than twenty million dollars ($20,000,000.00) or up to a maximum amount of two hundred thousand dollars ($200,000.00) for a Construction Contract equal to or exceeding twenty million dollars ($20,000,000.00).

2.18.2 **Participation Incentive Guidelines**

2.18.2.1 Subject to limitations and exceptions provided for in Chapter 2, Article VI, Division 4, Sections 2-577 through 2-580 of the Hillsborough County Code of Ordinances, and compliance by the Contractor with the requirements of this section and the Construction Contract, the County shall provide an Incentive on Construction Contracts when Apprentices are used on the Construction Contract.

2.18.2.2 The County shall provide the Incentive, when applicable, upon final completion of the project as part of the final payment due under the associated Construction Contract.

2.18.2.3 In order to qualify for the Incentive, the required documentation provided for in this division must be received, in a single package, by the County Administrator no later than thirty (30) calendar days from the final completion as defined in the associated Construction Contract.

2.18.2.4 Upon review and acceptance of the required documentation by the County, the Contractor shall include the Incentive amount as part of its final payment application under the Construction Contract. If applicable, the County shall provide the Incentive to the Contractor as part of the final payment within the timeframe provide under Section 218.735, Florida Statutes.

2.18.2.5 If the documentation required pursuant to this division is not received by the County Administrator within the time frame specified in this division, the Contractor shall not receive an Incentive.

2.18.3 **Participation Incentive Exceptions**

2.18.3.1 This division will not apply if:

2.18.3.1.1 It is prohibited by or in conflict with federal or state laws or the terms of a federal or state grant applicable to the construction project; or

2.18.3.1.2 The Board of County Commissioners determines that applying the division to the construction project Is not in the best interest of the County.

2.18.4 **Required Documentation**

2.18.4.1 In order to receive an Incentive, no later than thirty (30) calendar days from the final completion as defined in the associated Construction Contract, the Contractor shall:

2.18.4.1.1 Certify to the County Administrator that during the Construction Contract, the Contractor or its Subcontractor(s) used an Apprentice(s) on the Construction Contract; and

2.18.4.1.2 Provide the County Administrator with the following documentation, in a single package, that demonstrates the use of an Apprentice(s) on the Construction Contract and provides the Apprentice Cost.

2.18.4.1.2.1 Documentation must include the Contractor or its Subcontractor(s) contact information; Apprentice name(s); Registered Apprenticeship Partners Information Data Systems (RAPIDS) registration number or Florida Department of Transportation's On-the-Job Training identification data; certification from the Apprentice program that the Apprentice was in good standing during the Contract term; registered trade(s); and certified payroll reports for the Apprentice hours

worked on the Contract showing the amount expended by the Contractor or its Subcontractors paying for work performed.

3.0 Definitions

The following words and expressions (or pronouns) shall, wherever they appear in this Solicitation Document and the Contract Documents, be construed as follows unless a different meaning is clear from the context.

3.1 Amendment(s), Addendum, or Addenda

"Amendment(s)", "Addendum", or "Addenda" shall mean the additional information and/or requirements concerning this Solicitation Document that are issued by the County, in writing, prior to the Close Date.

3.2 Agreement

"Agreement" shall mean the written agreement between the County and the Contractor covering the goods and/or Services to be provided and/or the Work to be performed pursuant to this Solicitation Document. The Agreement (if one is required for this particular Solicitation Document) will be attached to and made a part of the Contract Documents.

3.3 Application for Payment

"Application for Payment" shall mean the form issued by the managing County Department which is to be used by Contractor in requesting a progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

3.4 Apprentice

"Apprentice" for purposes of the Construction Apprenticeship Program shall mean any person who is enrolled and participating in an apprenticeship program registered with the Florida Department of Education or the United States Department of Labor, or a company-sponsored apprenticeship program approved by the Florida Department of Transportation.

3.5 Apprentice Costs

"Apprentice Cost" for purposes of the Construction Apprenticeship Program shall mean compensation paid by a Contractor or Subcontractor to an Apprentice, the cost of benefits paid by a Contactor or Subcontractor for an Apprentice, and payroll taxes paid by a Contractor or Subcontractor for an Apprentice.

3.6 Beneficial Occupancy

"Beneficial Occupancy" shall mean the status of completion of a specified portion of the Project which (in the opinion of the Project Manager as evidenced by a Certificate of Beneficial Occupancy) is sufficiently complete, in accordance with the Contract Documents, so that the County may utilize that portion for the purposes for which it was intended, when said use will not significantly interfere with the construction of the remaining (uncompleted) part of the Project.

3.7 Bid(s), or Bidder's Bid

"Bid(s)", "Bidder's Bid", "Proposal(s)", or "Quote(s)" shall mean the offer, bid, proposal, or quote of the Bidder/Proposer submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Bidder/Proposer in response to this Solicitation Document.

3.8 Bidder

"Bidder" or "Proposer" shall mean any person, partnership, corporation or other entity or organization submitting a Bid, Proposal, or Quote to provide the goods, Services and/or Work solicited by the County in this Solicitation Document.

3.9 Board

"Board" shall mean the Board of County Commissioners of Hillsborough County, Florida.

3.10 Bond

"Bond" or "Earnest Money Deposit (EMD)" shall mean bid bond, performance bond, and/or payment bond and other instruments of security furnished by the Bidder/Proposer/Contractor and its Surety in accordance with this Solicitation Document and/or the Contract Documents.

3.11 Business Day

"Business Day" shall mean any day on which the County is open to the public.

3.12 Change Order

"Change Order" A written order signed by the Chairman of the Board of County Commissioners authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

3.13 Close Date

"Close Date" shall mean the date and time set for delivery to the County of all Offers submitted in response to this Solicitation Document.

3.14 Construction Contract

"Construction Contract" shall mean a Contract between the County and a Contractor funded by the County in an amount equal to or greater than five (5) million dollars ($5,000,000.00) that involves the process of building, altering, repairing, improving, maintaining, or demolishing one or more public facilities or buildings, or other public improvements of any kind to any real property or public facility owned or under the control of the County.

3.15 Construction Services

"Construction Services" shall mean all labor and materials to be provided by Contractor in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property. Construction Services also means Work.

3.16 Contract or Contract Documents

"Contract" or "Contract Documents" shall mean the Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Equal Employment Opportunity and Affirmative Action Requirements, all Amendment(s) issued, the Offer, the Agreement (if applicable), all the attached documents identified in this Solicitation Document, all supplementary drawings issued after award of the contract, all Change Orders, all Allowance Authorization Releases, and all provisions required by law to be a part of the Contract Documents, whether actually inserted therein or not.

3.17 Contract Price

"Contract Price" shall mean the total monies payable to the Contractor under the Contract Documents.

3.18 Contract Purchase Agreement (CPA)

"Contract Purchase Agreement (CPA)" shall mean the County's written document to the Contractor stating the products/Services/Work to be provided, the pricing for said products/Services/ Work, the effective dates for the provision of said products/Services/Work, and additional terms and conditions of the Contract, if applicable.

3.19 Contract Time

"Contract Time" shall mean the number of Days stated in the Agreement for Completion of the Work, including the performance of any Allowance Work authorized, and any Work approved by Change Order(s). The first day of the Contract Time is the Notice to Proceed Date shown in the Notice to Proceed.

3.20 Contractor

"Contractor" shall mean any individual, firm, corporation, partnership, company, association, joint venture, or other entity awarded a Construction Contract.

3.21 County

"County" shall mean the Board, and the Board acting by and through its authorized designees, agents and employees.

3.22 County Administrator

"County Administrator" shall mean Hillsborough County's County Administrator, or a designee identified by the County Administrator to perform certain functions on behalf of the County Administrator.

3.23 Day

"Day" shall mean one (1) calendar day when used in the Contract Documents, measured from midnight to the next midnight, unless the Contract Documents specifically say Business Day.

3.24 Defective

"Defective" shall mean an adjective which, when modifying the Work, refers to Work that is unsatisfactory, faulty, deficient or otherwise does not conform to the Contract Documents.

3.25 Department

"Department" shall mean the Department or division within the County that is initiating and managing the Project.

3.26 Director

"Director" shall mean the Director of the Department or Division initiating and managing the Project.

3.27 DM/DWBE and SBE

"DM/DWBE and SBE" shall mean an entity certified as a Disadvantaged Minority/Disadvantaged Women Business or Small Business pursuant to Hillsborough County's Disadvantaged Minority/Disadvantaged Women Business Enterprise Program or Hillsborough County's Small Business Encouragement Program as set forth in the Board's Resolution No. R06-264, as amended by Resolution No. R11-020, Resolution No. R12-156, Resolution No. R15-105, and Resolution No. 16-120 and the County's corresponding Operational Procedures, as defined in "Utilization of DM/DWBEs" Section of the Solicitation Document, for implementation of such programs.

3.28 Drawings

"Drawings" shall mean the drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the Professional.

3.29 Electronic Bidding System

"Electronic Bidding System" shall mean County Electronic Bidding System.

3.30 Equal/Equivalent

"Equal/Equivalent" shall mean a product, service, component or system which is demonstrated, to the satisfaction of the Project Manager, to be equal to the product, service, component or system specified. The Project Manager shall be the sole judge of acceptability of an equal.

3.31 Field Order

"Field Order" shall mean a written direction to the Contractor from the Professional that modifies Drawings and Specifications without changing Contract Price or Contract Time.

3.32 Final Acceptance

"Final Acceptance" shall mean acceptance of the Work by County as evidenced by signature of the Project Manager upon the Certificate of Final Completion form. Final Acceptance shall be deemed to have taken place only if and when such signature is affixed to such certificate. The Certificate of Final Completion shall be signed only after the Project Manager has assurance by tests, inspection, or otherwise that all of the provisions of the Contract Documents have been carried out, including completion of the Punch List.

3.33 Good Faith Efforts

"Good Faith Efforts" shall mean that the Contractor, without an intent to defraud or seek an unfair advantage, took all necessary steps to secure and maximize, consistent with the requirements of Hillsborough County Ordinance No. 21-17, the required percentage for apprentices on a Construction Project.

3.34 Nonconformance Report

"Nonconformance Report" shall mean written notice from the Project Manager to the Contractor reporting on an aspect of defective work which requires the immediate correction of same by the Contractor.

3.35 Notice

"Notice" shall mean a written notice. Notice shall be served upon the Contractor at the place of business given in the Contract Documents. Notice to the County or to the Project Manager shall be served at the office of the Project Manager.

3.36 Notice of Intent to Recommend Award

"Notice of Intent to Recommend Award" shall mean the written notice issued by the County, using the message board within the County's electronic bidding system, to the successful Bidder(s) specifying that compliance by the successful Bidder with the precedent conditions enumerated therein and within the time specified must be completed before a contract can be awarded and/or a Notice to Proceed with the Work will be issued.

3.37 Notice to Proceed

"Notice to Proceed" shall mean a written notice given by the Project Manager to the Contractor fixing the date on which the Contract Time will commence and the Contractor shall start to perform the obligations under the Contract Documents.

3.38 Offer(s)

"Offer(s)" or "Bid(s)" or "Proposal(s)" or "Quote(s)" shall mean the offer, bid, proposal, or quote of the Offeror submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Offeror in response to this Solicitation Document.

3.39 Offeror

"Offeror" shall mean any person, partnership, corporation or other entity or organization that has submitted an Offer, Bid, or Proposal to the County in response to a procurement solicitation issued by the County to provide equipment, supplies, materials, or Services.

3.40 Pay Quantity

"Pay Quantity" shall mean, when applicable, the estimated quantity multiplied by the unit price for each pay item specified in the Bid Proposal.

3.41 Professional

"Professional" shall mean the professional architectural/engineering firm designated to perform the design and/or resident engineer services for the Work by a prior agreement entered into between the County and said firm. At times, County staff may perform the design and/or resident engineer services for the Work and shall be considered the Professional in relation to the Work or portion of the Work.

3.42 Project

"Project" shall mean the entire action and/or improvement which is the subject of this Solicitation Document and/or the Contract Documents.

3.43 Project Manager

"Project Manager" shall mean an individual employed by the County and assigned to manage and administer the Project which is the subject of the Contract Documents. The Project Manager may designate in writing a Project Representative to perform certain duties and responsibilities as set forth in the Special Terms and Conditions.

3.44 Project Schedule

"Project Schedule" shall mean the schedule, showing the sequence and schedule of the Contractor's furnishing of all labor, services, equipment and materials for the Project. The Project Schedule shall be submitted by Contractor for review and approval of County within ten (10) Days after issuance of Notice of Award, but no later than pre-construction conference date. The Project Schedule may be amended, modified or revised only in accordance with the terms of the Contract.

3.45 Proper Invoice

"Proper Invoice" shall mean an invoice that conforms with all statutory requirements and all requirements specified in the Contract Documents.

3.46 Punch List

"Punch List" shall mean the approved list of incomplete and/or deficient Work that shall be completed by Contractor after Substantial Completion but before Final Acceptance can be certified by the Project Manager. The Punch List enumerates the items required to render complete, satisfactory and acceptable all Work by the Contractor. The Punch List is developed by Contractor, County and Professional (if any) in accordance with the provisions of the Contract and within the time frames required therein. The Punch List essentially includes items of a minor nature; major items must be completed before Substantial Completion and cannot be considered to be Punch List work.

3.47 Schedule of Values

"Schedule of Values" shall mean a schedule showing all activities of the Work subdivided into component parts in sufficient detail to serve as the basis for measuring quantities in place and/or calculating amounts for progress payments during construction. The Schedule of Values shall be satisfactory in form and substance to the Project Manager. The Schedule of Values for a unit price contract is also called a Line Item Summary.

3.48 Site(s)

"Site(s)" shall mean the area(s) upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the County.

3.49 Specifications

"Specifications" shall mean those portions of the Contract Documents consisting of written (general or detailed) technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

3.50 Subcontractor

"Subcontractor" shall mean an entity or individual providing services to the County through a Contractor for all or any portion of the Construction Contract.

3.51 Submittals

"Submittals" shall mean all drawings, diagrams, illustrations, schedules, samples, test results, and other data which are specifically prepared by a Contractor, Subcontractor, manufacturer, fabricator, supplier, or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a manufacturer, fabricator, supplier, or distributor and submitted by Contractor to illustrate material or equipment for some portion of the Work.

3.52 Substantial Completion

"Substantial Completion" shall mean the status of completion of the Work which, in the opinion of the Project Manager as evidenced by a definitive Certificate of Substantial Completion, is complete in accordance with the Contract Documents, except for minor outstanding items listed on the Punch List. Substantial Completion includes, but is not limited to, the following occurring: 1) the Work can be safely utilized for the purposes for which it was intended; 2) all regulatory agency requirements are satisfied, including occupancy permits, operating certificates and similar releases, 3) all operational testing has successfully occurred; 4) all required training has successfully occurred; 5) all close-out documents (such as as-built drawings, certifications, warranties, guaranties, test reports, test logs, operational manuals, etc.) have been provided by Contractor and accepted by County; 6) permit acceptance by permitting agencies, if applicable.

3.53 Substitution

"Substitution" shall mean a product, service, component or system which is not equal to that specified, but is proposed by Contractor in lieu of that specified. The acceptability of a substitute shall be based on the data submitted and the benefit of the County. The Project Manager shall be the sole judge of acceptability.

3.54 Supplemental Drawings

"Supplemental Drawings" shall mean the drawings issued after the execution of the Agreement to explain further, to illustrate, or to show changes in the Work.

3.55 Surety

"Surety" shall mean any business entity that executes, as Surety, the Contractor's Bid, Performance, or Payment Bonds.

3.56 Work

"Work" shall mean the Work to be performed under this Agreement shall consist of furnishing all plant, tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Agreement in strict accordance with the Specifications, schedules, Drawings, and other Contract Documents as herein defined, all of which are made a part hereof, and including such detailed sketches as may be furnished by the Professional from time to time during construction in explanation of said Contract Documents. The Work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase in cost to the County.

4.0 Instructions

4.1 Bid Submissions

4.1.1 The County shall only accept Offers through its Electronic Bidding System.

4.1.2 Offers delivered by non-electronic means, facsimile, electronic mail (e-mail) or electronic means other than through the County's Electronic Bidding System will not be considered.

4.2 Affirmative Action/Equal Employment Opportunity (AA/EEO) Compliance

4.2.1 The County hereby notifies all Offerors that Minority Business Enterprises (MBE's), Disadvantaged Minority Business Enterprises (DMBE's), and Disadvantaged Women Business Enterprises (DWBE's) will be afforded an equal opportunity to participate in any award made by the County pursuant to this Solicitation Document and will not be subjected to discrimination on the basis of actual or perceived race, color, religion, sex, national origin, age, marital status, disability, sexual orientation, or gender identity or expression. The County prohibits any person/business involved in County contracting and procurement activities, to discriminate on the basis of actual or perceived race, color,

religion, sex, national origin, age, marital status, disability, sexual orientation, or gender identity or expression.

4.2.2 Offeror acknowledges and agrees that it shall comply with all applicable state and federal Affirmative Action/Equal Employment Opportunity (AA/EEO) requirements.

4.3 Assignment of Contract

Bidder may not make any assignment of the resulting Agreement between the parties, in whole or in part, without prior written authorization as may be given at the sole discretion of the Board.

4.4 Availability

The successful Bidder must have sufficient personnel and equipment to perform as required by the Contract Documents. A pre-award survey may be conducted by the County to ascertain the availability of such. Should the County have reasonable doubt as to Bidder's ability to provide sufficient personnel and equipment to perform the Work, County may request specific assurance of Bidder's ability to perform. Bidder's failure to provide such assurance within the time specified by County may serve as basis for rejection of the bid.

4.5 Award of Contract and Rejection of Bids

4.5.1 A contract will be awarded by the Board of County Commissioners to the lowest responsive and responsible Bidder, provided that Bidder's Bid/Proposal is considered (within the sole discretion of the County) reasonable and in the best interest of County. The successful Bidder to whom a contract is awarded will be so notified by County staff. County, however, at its sole discretion, reserves the right to reject any and all Bid/Proposals and to waive any informality concerning Bids/Proposals whenever such rejection or waiver is in the best interest of County. County, likewise, reserves the right to reject the Bid/Proposal of any Bidder who has previously failed to perform properly, or to complete on time, contracts of similar nature; who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded its obligations to Subcontractors, materialmen or employees. Ability of a Bidder to obtain a Performance Bond and/or Payment Bond shall not be regarded as the sole test of such Bidder's competency or responsibility.

4.5.2 No award of the contract shall be made until the successful Bidder has received a Notice of Intent to Recommend Award and has submitted certified copies of the recorded Bonds shall be submitted to the County and any and all required Certificate of Insurance within ten (10) Business Days of the issuance of such Notice and such other further

documentation as may be required by the County as a condition precedent to such an award.

4.6 Bid Errors

Where Bid Proposals have erasures or corrections, each erasure or correction should be initialed in ink by the Bidder. County shall reject any Bid Proposal with such erasures or corrections where the accuracy or intent of said Bid Proposal as corrected cannot be determined by County staff. In the case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Bid Proposal will govern. Unit prices will be utilized to adjust the total compensation due the successful Bidder based on actual quantities encountered. No negotiation of these unit prices after contract award will be allowed. Significant changes in quantities including total deletions are possible. Therefore, Bidders shall proportionately distribute overhead and profit across the unit prices.

4.7 Bidder/Proposer Request for Interpretation of Solicitation Document

No interpretation of the meaning of the Specifications or Scope of Work contained in this Solicitation or related Contract Documents will be made to any Bidder/Proposer orally. Every request for such interpretation must be submitted in writing through the electronic bidding system (Bonfire). **To be given consideration, such requests must be received no later than 14 calendar days after the date of Solicitation issuance in Bonfire, site visit, or pre-bid conference, whichever is later.** All interpretations and supplemental instructions provided by the County will be in the form of a written amendment which, if issued, will be communicated to all Bidders/Proposers who have acknowledged participation within Bonfire. All issued amendments shall become part of the Contract Documents. The "Primary Contact" information on Page 1 of this Solicitation is provided in the event assistance is needed. No Bids or Proposals shall be submitted or accepted through electronic mail (e-mail), facsimile, or by hard copy (paper). Bids and Proposals will only be accepted and considered if submitted through Bonfire.

4.8 Brand Names, Etc.

4.8.1 In instances where the Specifications make this subject applicable, any use therein of brand names, manufacturers' names, trade names, information and/or catalog numbers are used solely for the purpose of providing descriptions and for establishing acceptable quality levels. Such references are not intended to place restriction on the Bidders/Proposers (other than as to quality) and Bidders/Proposers may propose and describe upon the Bid/Proposal/Quote forms deviations that the Bidder/Proposer believes to be equal to or better than the requirements set forth in this Solicitation Document. The burden of proof that the Bidder's/Proposer's proposed brand is in fact equal lies with the Bidder/Proposer.

4.8.2 Bidders/Proposers must furnish all requested information in the spaces provided on the Bid Proposal. Additionally, where required pursuant to the provisions of this solicitation, Bidders must submit the following with their Bid Proposal: catalog cuts,

sketches, descriptive literature, and/or complete specifications relative to the items proposed and offered. References to previously submitted material concerned with previous Bid Proposals are not acceptable to County.

4.9 Qualification for Construction Apprenticeship Program Incentive

Contractor's seeking to secure the incentive available under the Construction Apprenticeship Program must comply with the guidelines and exceptions provided for in Hillsborough County Ordinance No. 23-14 as set forth in this Contract.

4.10 Compliance With Occupational Safety and Health Act (O.S.H.A.)

In instances where such is applicable due to the nature of the bid matter with which this bid package is concerned, all material, equipment, etc., as proposed and offered by Bidders must meet and conform to all O.S.H.A. requirements as set forth in Subpart E of the O.S.H.A. Standards for Construction (29 CFR 1926). The Bidder's submission of the Bid Proposal shall be by reference a certification of such fact.

4.11 Contractor Licensing/Registration/Certification

4.11.1 Bidder shall be properly licensed, certified and/or registered with the State of Florida or Hillsborough County, as applicable, for the appropriate category of work specified in this bid.

4.11.2 For categories of work which are exempt from certification and registration requirements under Florida Statute, but where Florida Department of Transportation certification is available, Bidder shall be certified by the Florida Department of Transportation in the appropriate category.

4.11.3 At the Close Date, Bidder must be certified with the Florida Construction Industry Licensing Board, if applicable, and must be registered in Hillsborough County prior to issuance of a Notice to Proceed. If the Bidder is not certified in Florida as stated above, the Bidder must be registered with Hillsborough County in the appropriate category at the Close Date.

4.12 Contractual Obligations

The successful Bidder may not sublet or subcontract any of the contractual obligations concerning this bid matter except as provided for in the written contract between the County and Contractor. This statement does not prohibit subcontracting of the Work but does prohibit subcontracting overall management obligations pertaining to the Work and requires the Contractor to retain ultimate liability for all contractual obligations.

4.13 Delivery Time/Liquidated Damages

Bidders are hereby advised that if the Contract Documents so indicate, an amount determined for liquidated damages at the rate specified shall be assessed against the successful Bidder not complying with a stated delivery time or performance time (or similarly stated information) as found in the Agreement.

4.14 Deviations

Bidder's/Proposer's Offer must state all deviations to the exact requirements imposed upon the Bidder/Proposer. Such deviations must be stated upon the Bidder's/Proposer's Offer form; otherwise, the County may consider Bidder's/Proposer's Offer as being made in strict compliance with the requirements of this Solicitation Document. The County reserves the right to accept or reject any and all Offers, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if doing so will serve the County's best interest. Only Offers which conform in all material respects to this Solicitation Document will be accepted. The County may reject any Offer not submitted in the manner specified by this Solicitation Document.

4.15 Drug Free Workplace Program

Pursuant to Section 287.087, Florida Statutes, Bidders/Proposers may submit with their Offers a certificate certifying that they have implemented a drug free workplace program. If two or more Offers are equal in price, quality, and service, preference will be given in the award process to the Bidder/Proposer who has furnished such certification with its Offer. A copy of the Drug-Free Workplace Form is attached to this solicitation and is also available from the Procurement Services Department website at:

https://hcfl.gov/departments/procurement

4.16 Electronic Payment Solution

4.16.1 Automated Clearing House (ACH). Payments from the County will be made through an ACH payment solution where Offerors are paid with direct deposit. If the Offeror requests to opt out of being paid by direct deposit, then the Offeror should indicate its opt out in its Offer.

Note: If Bidder is already enrolled in the County's ACH solution for an existing contract/award, the Bidder will automatically receive payment using their enrolled solution in the event the Bidder is the Successful Bidder.

4.16.2 To enroll in ACH, Bidders must complete the Direct Deposit Authorization Form (included in this solicitation) or at:

https://hcfl.gov/businesses/doing-business-with-hillsborough

4.17 Execution of Written Contract

The Bidder receiving a Notice of Intent to Recommend Award will be required to sign and submit to the County, within ten (10) Business Days after the issuance of said notice, a written agreement that has been made a part of this bid package and identified as the Agreement. Said written Agreement will evidence in written form the contract to be made by the County following award by the Board to the successful Bidder. For Projects involving funds from Environmental Protection Agency, the ten (10) Business Day period will not begin to run until after the County has received approval of the award by Department of Environmental Protection and/or Environmental Protection Agency, as applicable. The contract shall be contingent upon the timely provision by the Bidder to the County of all documentation required by these Contract Documents, and the Notice of Intent to Recommend Award may be unilaterally rescinded by the County at the County's sole discretion upon the failure of the Bidder to supply said Bonds, Certificate of Insurance and other required documentation within the time frames set forth in the Contract Documents.

4.18 Hillsborough County Business Tax

All Bidders are requested to submit a copy of their Hillsborough County Business Tax Receipt with their response to this solicitation, if applicable. The Business Tax Receipt must be current as of the Close Date of this solicitation.

4.19 Laws and Regulations

4.19.1 The Bidder's attention is directed to the fact that all applicable Federal, State, and local laws, ordinances, rules and regulations shall apply to the Contract throughout and they will be deemed to be included in the Contract the same as though herein written. Florida law will govern all questions concerning implementation and execution of this Contract and shall also be controlling in any cause of action brought pursuant to this Contract. Bidder's compliance with County's Procurement Policy and Procedures and Hillsborough County Ordinance: Bidder is advised that by submitting a Bid, Bidder hereby agrees to comply with the County's Procurement Policy and Procedures, including, but not limited to, the County's policy and procedures regarding Bid protests and Hillsborough County Ordinance No. 23-15. The County's Procurement Policy and Procedures can be found on the County's website at:

https://hcfl.gov/businesses/doing-business-with-hillsborough/vendors/vendor-policies-forms-and-documents

4.19.2 Cone of Silence: Pursuant to Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, there shall be a Cone of Silence for all procurement solicitations (except sole source procurement) issued by the County that are at or over the County's formal bid limit in order to safeguard the integrity of the County's procurement and protest process. Except as otherwise provided in this section, the Cone

of Silence shall go into effect on the date a procurement solicitation is issued by the County and shall end the earlier of five (5) Business Days after the County posts its Notice of Intent to Recommend Award the contract(s) associated with this solicitation or on the date the procurement solicitation is canceled by the County. However, if a protest is timely filed, then the Cone of Silence shall remain in effect for the duration of the protest process including the exhaustion of any related appeals related to the protest. Unless otherwise provided for in Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, during the time period the Cone of Silence is in effect, no Offeror, interested party and/or their principals, officers, employees, attorneys or agents shall communicate with County employees, the Hearing Master assigned to hear the applicable protest appeal and/or members of the Board of County Commissioners, including their aides and employees regarding a procurement solicitation and/or its related protest. The Cone of Silence does not prohibit an Offeror from communicating with the Director of the County's Procurement Services Department, County Procurement staff, or the attorney in the County Attorney's office that is directly responsible for the applicable procurement solicitation (this information can be obtained by contacting the County Procurement staff person listed as the contact in the applicable procurement solicitation). **It is the responsibility of any Offeror/interested party to ensure that the Cone of Silence is no longer in effect prior to communicating with any person under the Cone of Silence (including determining whether protests have been filed for the subject solicitation and the status of such protests – which extends the Cone of Silence time period as stated above).** A violation of the Cone of Silence will result in the disqualification of the Offeror from consideration in the award of the procurement solicitation unless it is determined that the violation is unintentional and/or not material.

4.20 Overhead Cost

All Bidders shall include in their bids the cost of home office overhead and field office overhead for the original Contract Time. Additional compensation for field office overhead may be considered only if the Contract Time is extended by a change order or allowance authorization release. Home office overhead for additional work where the Contract Time is extended shall be in accordance with the General Conditions. Additional work completed within the original Contract Time will not be eligible for additional compensation for field office overhead. Field office overhead includes on-site supervision. This amount shall not exceed the amounts stated in the General Conditions.

4.21 Plans and Specifications

After the award and execution of the contract, an executed copy of the Contract Documents including one sepia and one blueline of the complete set of Drawings shall be furnished to the Contractor.

4.22 Preconstruction Conference

Prior to the start of construction, a joint meeting shall be held with representatives of all prime Contractors, County, and other invited parties or government agencies which may be affected by or have jurisdiction over the Project. This meeting is intended to introduce the various key personnel from each organization and to discuss the start of construction, order of work, labor and legal requirements, insurance requirements, names of the major subcontractors, method of payment, shop drawing requirements, protection of existing facilities, and other pertinent items associated with the Project.

4.23 Preliminary Bid Results

Preliminary results are generally available within two (2) Business Days to Bidders in the County Electronic Bidding System.

4.24 Prohibition Against Considering Social, Political, or Ideological Interests in Government Contracting

Bidders are advised that pursuant to Florida Statutes, Section 287.05701, the County cannot (a) request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible vendor, and (b) give preference to a Bidder based on the Bidder's social, political, or ideological interests.

4.25 Prohibition Against Contracting with Entities of Foreign Countries of Concern if Entity Would Give Access to an Individual's Personal Identifying Information

Bidders are advised that pursuant to Florida Statutes, Section 287.138, beginning January 1, 2024, the County cannot accept a bid on, proposal for, or reply to, or enter into a contract with an entity that would give access to an individual's personal identifying information if (a) the entity is owned by the government of a Foreign Country of Concern, (b) the government of a Foreign Country of Concern has a controlling interest in the entity, or (c) the entity is organized under the laws of or has its principal place of business in a Foreign Country of Concern. For purposes of this section, a "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country.

4.26 Bidder Must Provide County with Affidavit Denying Involvement with a Country of Concern

(*** Only applicable to Bidders where the resulting contract will grant the Bidder/Contractor access to an individual's personal identifying information – e.g. driver's license, military ID, passport, social security number, etc.)

4.26.1 Beginning January 1, 2024, if the resulting Contract with the Bidder will grant the Bidder/Contractor access to an individual's personal identifying information – e.g. driver's license, military ID, passport, social security number, etc.), then pursuant to Florida Statutes, Section 287.138(4)(a), the Bidder/entity must provide the County with an affidavit signed by an officer or representative of the entity, under penalty of perjury, attesting that the entity does not meet any of the criteria set forth in Florida Statutes, Section 287.138(2)(a) through (c); (i.e., an affidavit stating that (a) the Bidder/entity is not owned by the government of a Foreign Country of Concern, (b) the government of a Foreign Country of Concern has no controlling interest in the Bidder/entity, and (c) the Bidder/entity is not organized under the laws of or does not have its principal place of business in a Foreign Country of Concern. **Said affidavit MUST be submitted with Bidder's Bid/offer**. For purposes of this section, a "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country.

4.26.2 Bidder is advised that per Florida Statutes, Section 287.138(4)(a), beginning January 1, 2024, the County cannot accept a bid on, a proposal for, or reply to, or into a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the County with aforementioned affidavit.

4.27 Public Entity Crimes Statement

4.27.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an Offer on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work; may not submit Offers 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

4.27.2 Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of an Offer. The County may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of an Offeror to promptly supply information in connection with an inquiry may be grounds for rejection of an Offer.

4.28 Public Meetings

Reasonable notice of all public meetings will be given prior to the event, and minutes of the meeting(s) will be recorded and maintained in the formal procurement file.

4.29 Submittal Deadline

Offeror must submit its Offer prior to the time specified in the Close Date. Late Offers will not be accepted.

4.30 Taxes

The Bidder's attention is directed to the fact that the tax laws of the State of Florida, including, but not limited to, Chapter 212, Florida Statutes, apply to this bid matter and that all applicable taxes and fees shall be deemed to have been included in Bidder Proposal.

4.31 Time Period Offer is Valid

Offeror's Offer shall be in force for a period of not less than ninety (90) Days after the Close Date. Further, said Offer shall continue in force after said ninety (90) Day period, until thirty (30) Days following the date of receipt by County of written notice from the Offeror of its intent to withdraw its Offer, or until the date specified in said written notice as the expiration date of the Offer, whichever is later. The aforementioned time periods will remain in effect irrespective of whether an award has been made by the County. Notwithstanding the provisions of the preceding sentence, the Offeror may extend its Offer at any time prior to the scheduled expiration thereof.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Preliminary Matters

5.1.1 Commencement of Contract Time; Notice to Proceed

The Contract Time shall commence on the date indicated in the Notice to Proceed. Notice to Proceed shall be issued within ninety (90) Days after the Contract Award, unless extended by mutual agreement between the Contractor and the Project Manager.

5.1.2 Starting the Project

The Contractor shall begin the Work on the date the Contract Time commences. No Work shall be done prior to the date on which the Contract Time commences. Any Work performed by the Contractor prior to date on which Contract Time commences shall be at the sole risk of the Contractor.

5.1.3 Before Starting Construction

5.1.3.1 Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures and all applicable field measurements. The Contractor shall promptly report in writing to the Project Manager any conflict, error, or discrepancy which it may discover. However, the Contractor shall not be liable to the County for failure to report any conflict, error, or discrepancy in the Drawings or Specifications unless the Contractor had actual knowledge of same or, which by reasonable diligence, should have known about.

5.1.3.2 At the preconstruction conference the Contractor shall submit to the Project Manager a Project Schedule covering the activities of Work during the Contract Time. The Project Schedule shall include start and completion dates of the various stages of the entire Work. The Project Schedule shall indicate a project completion date and Completion Milestone dates the same as required by the Agreement and the Special Terms and Conditions. The Project Schedule shall be subject to review and acceptance by the Project Manager and when accepted shall constitute the project work schedule unless a revised schedule is approved by the Project Manager. The Project Schedule may be adjusted only in accordance with the terms of the Contract.

5.1.3.3 No work shall be performed by the Contractor or Subcontractors and no irrevocable commitments to vendors made until issuance of Notice to Proceed and approval of the appropriate submittals by the Project Manager.

5.1.4 Qualifications of Subcontractors, Vendors, and Suppliers

5.1.4.1 Within ten (10) Days after receipt of Notice of Award, the Contractor shall submit to the Project Manager a list of all Subcontractors and all such other persons and organizations whom the Contractor intends to utilize in performing portions of the Work. The Contractor shall indicate the corresponding line item as shown on the Schedule of Values that each Subcontractor will be working under.

5.1.4.2 The Contractor agrees, within fourteen (14) Days of receipt of a written request from Director, to promptly remove any personnel employed or retained by the Contractor, whom Director may request in writing to be removed, with or without cause. Any substitution submitted by Contractor shall be acceptable to the Director and said substitution shall be at no additional cost to the County.

5.1.4.3 The Contractor agrees, within fourteen (14) Days of receipt of a written request from Director, to promptly remove and replace any Subcontractors employed or retained by the Contractor, whom Director shall request in writing

to be removed, with cause. If Director requires the removal of any Subcontractor, the Contractor shall submit a substitute acceptable to Director and said substitution shall be at no additional cost to the County.

5.1.5 Preconstruction Conference

Before the Notice to Proceed is issued, a conference shall be held for review and acceptance of the Project Schedule, to establish procedures for handling submittal and process, Applications for Payment, and to establish a working understanding among the parties as to the Work. These items are discussed in greater detail within the Specifications.

5.2 Contract Documents; Intent, Conflicts, Interpretation, and Reuse

5.2.1 Precedence

5.2.1.1 The Contract Documents comprise the entire agreement between the County and Contractor concerning the Work and may be altered only by Change Order.

5.2.1.2 It is the intent of the Contract Documents to describe the total Work to be constructed. The Contract Documents are complementary. What is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error, or discrepancy in the Contract Documents, the Contractor shall call it to the Professional's attention in writing before proceeding with the Work. The Professional shall respond with a written clarification. Any delays associated with the clarification shall be considered for time extensions only, but no damages for delay will be allowed. In resolving such conflicts, errors, and discrepancies, the Contract Documents shall be given precedence in terms of the most stringent requirements as determined by the Project Manager. Enforcement of the most stringent requirements shall be at the County's option. Figure dimensions on the Drawings shall govern over scale dimensions, and the detailed Drawings shall govern over general Drawings. Any work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials, or equipment described in words which, so applied, have a well-known technical or trade meaning shall be deemed to have such recognized meaning.

5.2.2 Reuse of Documents

Neither Contractor nor any Subcontractor, manufacturer, fabricator, supplier, or distributor shall have or acquire any title or ownership rights in any of the Drawings, Specifications, or other documents (or copies thereof) prepared by or bearing the seal of the Professional. They shall not reuse any of them on extensions of the Project or any other project.

5.3 Project Conditions

5.3.1 Availability of Lands

5.3.1.1 The County shall furnish, at the times indicated in the Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use by the Contractor. Easements for permanent structures or permanent changes in existing facilities shall be obtained by the County unless otherwise specified in the Contract Documents. If the Contractor believes that any delay in the County's furnishing of these lands or easements is valid reason for an extension of the Contract Time, Contractor may make a claim for such time extension, in accordance with the Contract Documents, but in no event will the Contractor be entitled to any damages or additional compensation for such delay. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.3.1.2 Upon request, the Project Manager shall furnish to the Contractor copies of all available boundary surveys and subsurface tests.

5.3.2 Unknown or Concealed Conditions

5.3.2.1 If conditions are encountered, excluding existing utilities, at the Site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the Contractor shall give the County notice thereof promptly before conditions are disturbed and in no event later than forty-eight (48) hours after first observance of the conditions.

5.3.2.2 The Project Manager and Professional shall promptly investigate such conditions, and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work,

the Project Manager shall recommend an equitable adjustment in the Contract Price or Contract Time, or both. If the Project Manager determines that the conditions at the Site are not materially different from those indicated in the Contract Documents or are not materially different from those ordinarily found and that no change in the terms of the Agreement is justified, the Project Manager shall notify the Contractor of the determination in writing. The Work shall be performed after direction is provided by the Project Manager.

5.3.2.3 Contractor shall ascertain such conditions, as may be readily determined by inspection and inquiry, such as the location, accessibility and general character of the Site, prior to submitting a Bid Proposal.

5.3.2.4 The basis of determining payment for unknown or concealed conditions involving excavation and/or fill shall be by cross-sections before and after performing the Work.

5.3.3 Reference Points

The Professional shall establish on the Drawings such general reference points as in its judgment will enable the Contractor to proceed with the Work. Professional shall establish the coordinates and elevations of two permanent benchmarks at the Site. The Contractor shall establish construction control, including, but not limited to, construction baseline, any additional temporary benchmarks and elevations at 1000-foot intervals by utilizing a registered land surveyor in compliance with all of the requirements of Chapter 472, Florida Statutes (Land Surveying). The Contractor shall be responsible for the layout of the Work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the Professional. The Contractor shall within forty-eight (48) hours give notice to the Project Manager or Project Representative whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. The Contractor shall replace and accurately relocate all reference points so lost, destroyed, or moved by utilizing a registered land surveyor in compliance with all of the requirements of Chapter 472, Florida Statutes (Land Surveying).

5.3.4 Existing Utilities

5.3.4.1 Information shown on the Drawings as to the location of existing utilities has been prepared from the most reliable data available to the County. Prior to commencing work, the Contractor shall be responsible for verification and location of all underground utilities to the extent that the utilities can be reasonably located. The Contractor shall, as a minimum, contact all utility companies for the purpose of having all utilities located by the utility companies. The Contractor shall clear and grub those areas identified by the

affected utility as essential to its work. Furthermore, the Contractor shall be responsible for discovery of existing underground installations, in advance of excavating or trenching, by contacting all local utilities, and by prospecting to ascertain that the utilities shown or otherwise identified are in the area shown. When such exploratory excavations show the utility location as indicated on the drawings to be in error, Contractor shall so notify Project Manager. The County shall not be liable for any damage or delay caused by any utility line that was or could have been identified by the Contractor using reasonable means. If Contractor fails to fulfill its due diligence investigation or negligently conducts the due diligence investigation with respect to existing utilities prior to the commencement of Work, Contractor will be deemed to have waived any claim it might otherwise have had to an adjustment of the Contract Price or Contract Time. If Contractor fully performs its due diligence investigation with respect to existing utilities prior to the commencement of Work, and Contractor is subsequently delayed by an unknown existing utility conflict, the Contractor may make a claim for an extension to the Contract Time in accordance with the requirements of the Contract Documents, but in no event will the Contractor be entitled to any damages or additional compensation from the County.

5.3.4.2 The Contractor and their Subcontractors shall cooperate with the owners of all underground or overhead utilities in their removal and rearrangement operation in order that these operations may progress in a reasonable manner, that duplication or rearrangement work may be reduced to a minimum, and that services rendered by the utility owners will not be unnecessarily interrupted. The Contractor shall also provide survey information as required to ensure proper relocation of the utilities. In the event of interruption of any utility services as a result of accidental breakage, exposure, or lack of support, the Contractor shall promptly notify the proper authority and cooperate with the authority in the prompt restoration of services. If water or wastewater services are interrupted and the Contractor is performing or assisting the repair work, the Contractor shall work continuously until the service is restored. Do not begin work around fire hydrants until the local fire authority has approved provisions for continued service.

5.4 Contractor Responsibilities

5.4.1 Supervision Superintendence

5.4.1.1 The Contractor shall supervise and direct the Work efficiently and with its best skill and attention. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction unless specifically addressed in the Contract Documents. The Contractor shall be

responsible for seeing that the finished Work complies accurately with the Contract Documents. The Contractor shall cooperate with and be responsible for coordination of the Work with other contractors and/or utilities at the Site in accordance with the Specifications, if applicable. The Contractor shall attend meetings as requested by the Project Manager.

5.4.1.2 The Contractor shall keep on the Work at all times during its progress a competent resident superintendent who shall not be replaced without written notice to the Project Manager except under extraordinary circumstances. The superintendent shall be the Contractor's representative at the Site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

5.4.2 Labor, Materials, and Equipment

5.4.2.1 The Contractor shall provide and pay for competent, suitable, qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order on the Site.

5.4.2.2 The Contractor shall furnish and pay for all investigations, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals whether temporary or permanent necessary for the execution, testing, initial operation, and completion of the Work as required by the Contract Documents.

5.4.2.3 All materials and equipment shall be new and of good quality, except as otherwise provided in the Contract Documents. If required by the Professional, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

5.4.2.4 All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.

5.4.3 Substitute Materials or Equipment

If the Contractor wishes to furnish or use a proposed substitute after the award of the Agreement, it shall within thirty (30) Days after Notice to Proceed make written application to the Professional for consideration of such substitute, certifying in writing that the proposed substitute will perform adequately the duties imposed by the general design, be similar and of equal substance or quality to that specified, and be suited to the same use and capable of performing the same function as that specified. No substitute

shall be ordered or installed without the prior written approval of the Project Manager, who shall be the sole judge of acceptability. The application shall also contain an itemized estimate of all costs that may result directly or indirectly from acceptance of such substitute, including costs of redesign, delays, maintenance, and claims of other contractors affected by the resulting change, all of which shall be considered by the Project Manager in evaluating the proposed substitute. Approval of any change in costs or schedule as a result of acceptance of the substitute by the Project Manager shall be by Change Order.

5.4.4 Concerning Subcontractors

5.4.4.1 The Contractor shall be fully responsible for all acts and omissions of its Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent as if they were employed by the Contractor. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the County or any obligation on the part of the County to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The County may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor for specific Work done.

5.4.4.2 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing Work among Subcontractors or delineating the Work to be performed by any specific trade.

5.4.4.3 The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents, including but not limited to the General Conditions and Special Conditions, for the benefit of the County.

5.4.4.4 All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate written agreement between the Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the County as trustee. The Contractor shall pay each Subcontractor an appropriate amount, determined by value of the Work, of any insurance monies received by the Contractor under this insurance.

5.4.4.5 County as intended Beneficiary of Subcontracts. The County shall be an intended substantial beneficiary of the written agreements between the Contractor and its Subcontractors.

5.4.5 Patent Fees and Royalties

The Contractor shall pay all license fees and royalties and assume all costs incident to the use of any invention, design, process, or device which is the subject of patent rights or copyrights held by others.

5.4.6 Permits

The Contractor shall secure and pay for all construction permits, licenses, governmental charges and inspection fees, and all public utility charges which are applicable and necessary for the execution of the Work at the time of its Bid.

The following is a list of potentially required permits along with an estimated cost for each:

Hillsborough County Right of Way Use Permit $0.00
Hillsborough County Temporary Traffic Control Permit $0.00

A permit allowance may be established by the County in the Bid Proposal. This is an estimated amount only included for the purpose of tracking the costs of the identified permits as well as the costs of any unanticipated permit costs that may arise. The inclusion of this permit allowance does not remove the obligation of the Contractor to include all estimated permit costs in the base bid. Permits, if any that are provided and paid for by the County are listed in the Contract Documents. Any delays associated with the permitting process will be considered for time extensions only and no damages or additional compensation for delay will be allowed.

5.4.7 Laws and Regulations

The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work. If the Contractor observes that any of the Contract Documents are contradictory to such laws, rules, and regulations, it will notify the Project Manager promptly in writing. Any necessary changes shall then be adjusted by an appropriate Change Order. If the Contractor performs any Work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations and without such notice to the Project Manager, it shall bear all related costs.

5.4.8 Use of Premises

5.4.8.1 The Contractor shall confine its equipment, the storage of materials and equipment, and the operations of its workers to the areas permitted by law, ordinances, permits, or the requirements of the Contract Documents. The Contractor shall not unreasonably encumber the Site with materials and

equipment. Any loss or damage to the Contractor's or any Subcontractor's equipment is solely at the risk of the Contractor.

5.4.8.2 The Contractor shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure. The Contractor shall not subject any part of the Work or adjacent property to stresses or pressures that will endanger them.

5.4.9 Record Drawings

5.4.9.1 The Contractor shall keep at the Site and in good order one record copy of the Contract Documents and the Shop Drawings. The Contract Documents shall be annotated on a continuing basis to show all changes made during the construction process. These shall be available to the Professional and the Project Manager and shall be submitted for County's acceptance prior to Substantial Completion. Contractor shall provide record drawings in accordance with the Specifications.

5.4.9.2 For water and wastewater facilities, the minimum requirements for record drawings are specified in the Supplemental Specifications.

5.4.10 Safety and Protection

5.4.10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury, or loss to:

5.4.10.1.1 All employees on the Work and other persons who may be affected by it.

5.4.10.1.2 All the Work and all materials or equipment to be incorporated, whether in storage on or off the Site. The Contractor shall assume all risk of loss for stored equipment or materials, irrespective of whether the Contractor has transferred the title of the stored equipment or materials to the County.

5.4.10.1.3 Other property at the Site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

5.4.10.1.4 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. Contractor shall notify owners of adjacent property and utilities when execution of Work may affect them prior to start of work. All damage, injury, or loss to any property caused directly or indirectly, in whole or in part by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable shall be remedied by the Contractor.

5.4.10.1.5 The Contractor shall designate a responsible member of its organization whose duty shall be the prevention of accidents at the Site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Project Manager.

5.4.11 Emergencies

5.4.11.1 In emergencies affecting the safety of persons, the Work or property at the Site or adjacent thereto, the Contractor, without special instructions or authorization from the Project Manager if time or circumstances do not permit, is obligated to prevent or mitigate threatened damage, injury, or loss. Contractor shall give the Project Manager written notice that the emergency provision has been invoked and shall state the reasons therefore within twenty-four (24) hours of the incident. If the Contractor believes the emergency resulted in additional Work, a claim for a Change Order may be submitted in accordance with the procedures set forth herein.

5.4.11.2 The Contractor shall immediately notify the Project Manager of all events involving personal injuries to any person on the Site, whether or not such person was engaged in the construction of the Project, and shall file a written report on such person(s) and any other event resulting in property damage of any amount within five (5) Days of the occurrence.

5.4.11.3 The Project Manager, upon learning of an emergency situation, may direct the Contractor to call out work crews, equipment and materials to prevent threatened damage, injury or loss. If the Contractor believes the emergency resulted in additional work, a claim for Change Order is permissible.

5.4.12 Submittals and Samples

5.4.12.1 After checking and verifying all field measurements, the Contractor shall promptly submit to the Professional for approval, in accordance with the accepted schedule of submittals, all Submittals and samples required by the Contract Documents. All Submittals and samples shall have been checked by and stamped with the approval of the Contractor and identified as the Professional may require. The data shown on or with the Submittals will be complete with respect to dimensions, design criteria, materials and any other information necessary to enable the Professional to review the Submittal as required. At the time of each submission, the Contractor shall give notice to the Professional of all deviations that the Submittal or sample may have from the requirements of the Contract Documents.

5.4.12.2 The Contractor shall submit to the Project Manager for review and approval, within ten (10) Days after Notice of Award, a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by the Contractor at the time of submittal.

5.4.12.3 The Professional shall review and approve Submittals and samples. Professional's review and approval shall be only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor will make any corrections required by the Professional and resubmit the required number of corrected copies until approved. The Contractor's stamp of approval on any Submittal or sample shall constitute its representation to the Professional and County that the Contractor has determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, and that each Submittal or sample has been reviewed or coordinated with the requirements of the Work and the Contract Documents.

5.4.12.4 No Work requiring a Submittal or sample submission shall commence until the submission has been approved by the Professional. A copy of each approved Submittal and each approved sample shall be kept in good order by the Contractor at the Site and shall be available to the Professional and County staff. Any delays associated with the submittal process will be considered for time extensions only, and no damages or additional compensation for delay will be allowed.

5.4.12.5 The Professional's approval of Submittals or samples shall not relieve the Contractor of its responsibility for any deviations from the requirements of the Contract Documents unless the Contractor has called the Professional's attention to such deviation in writing at the time of submission and the Project Manager has given written approval to the specific deviation; any such approval by the Professional shall not relieve the Contractor from responsibility for errors or omissions in the Submittals.

5.4.12.6 To facilitate review, the Contractor shall number consecutively each Submittal. This numbering system shall be in order of Submittal. Any resubmittal required shall have the same number as the original Submittal followed by notation signifying that this is a second or third Submittal (e.g. #14 2nd submittal). All submittals shall provide a space for the Professional's review stamp, preferably on the first page. In addition, all Submittals shall contain the following notation placed by the Contractor:

5.4.12.6.1 Project Number and Name

5.4.12.6.2 Submittal Number

5.4.12.6.3 Deviations

5.4.12.6.4 None

5.4.12.6.5 As listed

5.4.12.6.6 Reference Specification Number

5.4.12.6.7 Reference Drawing Number

5.4.12.6.8 Space Requirement

5.4.12.6.9 As designed

5.4.12.6.10 Different, as listed

5.4.12.6.11 Contractor has reviewed and submitted for approval.

5.4.12.6.12 Signature / Date

5.4.12.7 The review of a particular Submittal will be undertaken only if the above such information is provided.

5.4.13 Cleaning Up

5.4.13.1 The Contractor shall maintain the Site free from accumulations of waste materials, rubbish, and other debris resulting from the Work on a daily basis or as required. At the completion of the Work, the Contractor shall remove all waste materials, rubbish, and debris from the Site as well as all tools, construction equipment and machinery, and surplus materials and will leave the Site clean and ready for occupancy by the County. In addition to any other rights available to County under the Contract Documents, the Contractor's failure to maintain the Site may result in the withholding of any amounts due Contractor. The Contractor will restore to original condition those portions of the Site not designated for alteration by the Contract Documents.

5.4.13.2 Pursuant to Hillsborough County Ordinance 96-34, as amended, all solid waste accumulated as a result of this contract that the Contractor is required to remove and dispose, which the Contractor chooses not to self haul, shall be removed and disposed of by one of the three authorized Hillsborough County solid waste franchise collectors. For a list of the authorized franchise collectors, please contact the Solid Waste Management Department at (813) 272-5680. The use of any other company or entity for the collection and disposal of solid waste in the Hillsborough County solid waste service area may be a violation of Hillsborough County Ordinance 96-34, as amended.

5.5 Work by Others

5.5.1 The County may perform additional work related to the Project with its own forces or may let other direct contracts. The Contractor shall provide the other contractors who are parties to such direct contracts, including but not limited to the other contractor's employees, agents, Subcontractors, and suppliers (or the County's forces performing the additional work), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate its Work with theirs. The Contractor is not entitled to exclusive use of the Site.

5.5.2 If any part of the Contractor's Work depends (for proper execution or results) upon the work of any such other contractor (or the County), the Contractor will inspect and promptly report to the Project Manager in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to report shall constitute an acceptance of the other work, except as to defects and deficiencies which may appear in the other work after the execution of its Work. Contractor shall be entitled to extension of time, but not to damages or additional compensation related to delay caused by such other contractors (or the County).

5.5.3 The Contractor will do all cutting, fitting, and patching of its Work that may be required to make its several parts come together properly, and fit it to receive or be

received by such other work. The Contractor will not endanger any work of others by cutting, excavating, or otherwise altering such other work and will only cut or alter such other work with the written consent of the Project Manager, and only if such alteration will not increase the Contract Price or Contract Time.

5.5.4 If the performance of additional work by other contractors or the County is not noted in the Contract Documents prior to the execution of the Agreement, written notice shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the County or others involves additional expense or entitles it to an extension of the Contract Time, the Contractor may make a claim as provided in the Contract Documents.

5.6 County's Responsibilities

5.6.1 The County shall issue all communications to the Contractor through the Project Manager except for authorization required by Change Order pursuant to the Contract Documents.

5.6.2 The County shall furnish the data required under the Contract Documents and shall make payments to the Contractor when due as provided in the Contract Documents.

5.6.3 The County's responsibilities for providing lands, easements, and engineering surveys to establish reference points are set forth in the Contract Documents.

5.7 Professional's Status During Construction

5.7.1 County's Representative

The Professional shall be a representative of the County during the construction period. The duties, responsibilities, and limitations of authority of the Professional as the County's representative during construction are set forth in these General Conditions and shall not be extended without written designation from the Department administering the Project.

5.7.2 Visit to the Site

The Professional shall make periodic visits to the Site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

5.7.3 Clarifications and Interpretations

The Professional shall issue such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as may be determined necessary, or as reasonably requested by the Contractor, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles it to an increase in the Contract Price, and/or Contract Time, the Contractor may make a claim as provided for in the Contract Documents.

5.7.4 Rejecting Defective Work

The Professional has the authority to disapprove or reject Work which is defective. The Professional also has authority to require special inspection or testing of the Work at the Contractor's expense, as provided in the Contract Documents, whether or not the Work is fabricated, installed, or completed.

5.7.5 Resident Engineer

The Professional may furnish a full or part-time Resident Engineer and other personnel to assist it in carrying out services at the Site. The duties, responsibilities, and limitations of authority of any such Resident Engineer and other personnel are set forth in the Special Conditions, if applicable.

5.7.6 Decisions on Disagreements

5.7.6.1 The Professional shall interpret the requirements of the Contract Documents and determine the acceptability of the Work. If Contractor disagrees with the Professional's opinion, Contractor shall refer claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents initially to the Project Manager in writing with a request for a formal decision. The Professional will render in writing its opinion concerning the Contractor's request for a formal decision and shall submit same to the Project Manager. After receipt of Professional's written opinion and all information requested from Contractor, the Project Manager shall render a formal decision in writing. Written notice of each such claim, dispute, and other matter shall be delivered by the Contractor to the Project Manager within seven (7) Days of the occurrence first happening. Written supporting data will be submitted to the Project Manager within fifteen (15) Days after such occurrence unless the Project Manager allows additional time. If Contractor fails to strictly comply with these notice and submittal time periods, the Contractor shall be deemed to have waived its right to assert a claim Contractor might otherwise have had concerning such matter.

5.7.6.2 Contractor's written supporting data of the claim shall include justification for the claim as a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract, for any claim, the Contractor shall submit a written claim to the County which will include for each individual claim, at a minimum, the following information:

5.7.6.2.1 A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim;

5.7.6.2.2 The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident;

5.7.6.2.3 Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;

5.7.6.2.4 Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;

5.7.6.2.5 A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:

5.7.6.2.5.1 documented additional job site labor expenses;

5.7.6.2.5.2 documented additional cost of materials and supplies;

5.7.6.2.5.3 a list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each;

5.7.6.2.5.4 any other additional direct costs or damages and the documents in support thereof;

5.7.6.2.5.5 any additional indirect costs or damages and all documentation in support thereof.

5.7.6.2.5.6 a supporting schedule update that documents the impacts to the project's critical path.

5.7.6.2.6 A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for

entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

5.7.6.2.7 Further, the Contractor shall be prohibited from amending either the bases of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any circuit court, arbitration, or other formal claims resolution proceeding shall be limited solely to the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude a Contractor from withdrawing or reducing any of the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

5.7.6.3 Mandatory Claim Records. After giving the County notice of intent to file a claim for extra work or delay, the Contractor must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific locations where work is affected by the extra work or delay, as nearly as possible. The County may also keep records of all labor, material and equipment used on the operations affected by the extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, provide the Engineer a copy of the Contractor's daily records and be likewise entitled to receive a copy of the County's daily records. The copies of daily records to be provided hereunder shall be provided at no cost to the recipient.

5.7.6.4 Non-Recoverable Items. The parties agree that for any claim the County will not have liability for the following items of damages or expense:

5.7.6.4.1 Loss of profit, incentives or bonuses;

5.7.6.4.2 Any claim for other than extra work or delay;

5.7.6.4.3 Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;

5.7.6.4.4 Acceleration costs and expenses, except where the County has expressly and specifically directed the Contractor in writing "to accelerate at the County's expense"; nor

5.7.6.4.5 Attorney fees, claims preparation expenses and costs of litigation.

5.7.6.5 Exclusive Remedies. Notwithstanding any other provision of this Contract, the parties agree that the County shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable within the Contract Documents. In the event any legal action for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the County's liability will be limited to those items which are specifically identified as payable in the General Terms and Conditions, Change of Contract Price.

5.7.6.6 Settlement Discussions. The content of any discussions or meetings held between the County and the Contractor to settle or resolve any claims submitted by the Contractor against the County shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the County for payment of such claim. Dispute Resolution Board, State Arbitration Board and Claim Review Committee proceedings are not settlement discussions, for purposes of this provision.

5.7.6.7 Auditing of Claims. All claims filed against the County shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the County's sole discretion, by employees of the County or by any independent auditor appointed by the County, or both. The audit may begin after ten (10) Days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow the County's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery there under. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the County shall have the right to request and receive, and the Contractor shall have the affirmative obligation to provide to the County, copies of any and all documents in the possession of the Contractor or its subcontractors, material men or suppliers as may be deemed

relevant by the County in its review of the basis, validity or value of the Contractor's claim.

5.7.6.8 Without limiting the generality of the foregoing, the Contractor shall upon written request of the County make available to the County's auditors, or upon the County's written request for copies provide copies at the County's expense, any or all of the following documents:

5.7.6.8.1 Daily time sheets and foreman's daily reports and diaries;

5.7.6.8.2 Insurance, welfare and benefits records;

5.7.6.8.3 Payroll register;

5.7.6.8.4 Earnings records;

5.7.6.8.5 Payroll tax return;

5.7.6.8.6 Material invoices, purchase orders, and all material and supply acquisition contracts;

5.7.6.8.7 Material cost distribution worksheet;

5.7.6.8.8 Equipment records (list of company owned, rented or other equipment used);

5.7.6.8.9 Vendor rental agreements and subcontractor invoices;

5.7.6.8.10 Subcontractor payment certificates;

5.7.6.8.11 Canceled checks or remittance advices for the project, including, payroll and vendors;

5.7.6.8.12 Job cost report;

5.7.6.8.13 Job payroll ledger;

5.7.6.8.14 General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;

5.7.6.8.15 Cash disbursements journal;

5.7.6.8.16 Financial statements for all years reflecting the operations on this project;

5.7.6.8.17 Income tax returns for all years reflecting the operations on this project;

5.7.6.8.18 All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;

5.7.6.8.19 All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;

5.7.6.8.20 All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;

5.7.6.8.21 Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.

5.7.7 Limitations on Professional's Responsibilities

5.7.7.1 Neither the Professional's authority to act under this Clause or elsewhere in the Contract Documents, nor any decision made in good faith to exercise such authority shall give rise to any duty or responsibility of the Professional to the Contractor, any Subcontractor, any of their agents or employees.

5.7.7.2 The Professional shall not be responsible for the construction means, methods, techniques, sequences, or procedures or the safety precautions and programs used. The Professional shall not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.

5.7.7.3 The Professional shall not be responsible for the acts or omissions of the Contractor, any Subcontractors, any agents or employees, or any other persons performing any of the Work.

5.8 Changes in the Work

5.8.1 Without invalidating the Agreement, the County may at any time or from time to time order additions, deletions, or revisions in the Work. The Contractor shall promptly submit a written proposal for the changed work prepared in accordance with the applicable conditions of the Contract Documents. If the proposal request calls only for the deletion of Work, the Project Manager may order the partial suspension of any Work related to the proposed deletion, in which case the Contractor must cease performance as directed; the Contractor shall not be entitled to additional compensation or an increase in the Contract Time as a result of the suspension. The Contractor shall not be entitled to claim lost profits on deleted work. All changed Work shall be executed under the applicable conditions of the Contract Documents.

5.8.2 Additional Work performed by the Contractor without authorization of a Change Order will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided under the applicable conditions of the Contract Documents. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

5.8.3 Upon agreement as to changes in the Work to be performed, Work performed in an emergency as provided under the applicable conditions of the Contract Documents, and any other claim of the Contractor for a change in the Contract Time or the Contract Price, the Project Manager will prepare a written Change Order to be signed by the Contractor and submitted to the Board for approval.

5.8.4 It is the Contractor's responsibility to notify its Surety of any changes affecting the general scope of the Work, Contract Price, or Contract Time.

5.8.5 In the absence of agreement as provided under the applicable conditions of the Contract Documents, the County may, at its sole discretion issue a unilateral Change Order to the Contractor. Pricing of the unilateral Change Order will be in accordance with the applicable conditions of the Contract Documents. The Change Order will specify a price, and if applicable a time extension, determined to be reasonable by the County. If Contractor fails to sign such Change Order the Contractor may submit a claim in accordance with the applicable conditions of the Contract Documents, but the Contractor shall nevertheless be obligated to fully perform the work as directed by the Change Order.

5.8.6 Should the Contractor make a claim for an increase in Contract Time or an increase in Contract Price, upon request of the Project Manager, the claim shall be accompanied by an affidavit stating that:

5.8.6.1 The claim is made in good faith;

5.8.6.2 The supporting data have been thoroughly reviewed by the Contractor and are accurate and complete to the best of the Contractor's knowledge and belief; and

5.8.6.3 The amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable.

Absent such affidavit, if requested by the Project Manager, the claim will not be considered. Submission of the affidavit shall be a condition precedent to filing a lawsuit.

5.8.7 If the County determines the Contractor has submitted a baseless, frivolous, unsupported, exaggerated, or otherwise spurious claim or Change Order request, the County shall deduct from any amounts due the Contractor the costs incurred by the County in reviewing and responding to that Change Order request or Claim. Deductible costs include, but are not limited to, any costs incurred by the County or its Professional to review and respond to the requested Change Order or claim.

5.8.8 The Contractor shall proceed diligently with performance of the Work as directed by the County, regardless of pending claim actions, unless otherwise agreed to in writing.

5.9 Change of Contract Price

5.9.1 The Contract Price

5.9.1.1 The Contract Price is as defined under the applicable conditions of the Contract Documents. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at its expense without change in the Contract Price.

5.9.1.2 The Contract Price represents the total compensation to which the Contractor may be entitled under the terms of these Contract Documents which is based upon the estimated quantities of items listed therein or a lump sum price. The actual total compensation paid to the Contractor for the Work described in these Contract Documents may vary from that amount stated in the Bid Proposal due to: Adjustments in pay quantity/quantities resulting from changes in item quantity/quantities, and/or Adjustments in pay quantity/quantities as otherwise permitted by these Contract Documents.

5.9.1.3 The Contract Price may only be increased or decreased by a written Change Order. Any claim for an increase shall be in writing and delivered to the Project Manager within seven (7) Days of the occurrence first happening. Written supporting data will be submitted to the Project

Manager within fifteen (15) Days after such occurrence unless the Director allows additional time.

5.9.1.4 Except as provided under the applicable conditions of the Contract Documents, any Change Order adjusting the compensation to be paid Contractor shall be priced in accordance with the following procedures:

5.9.1.4.1 Unit Prices Included in the Bid Proposal: The Contractor and the County recognize and acknowledge that the quantities shown for those items designated in the Bid Proposal as unit price items are approximations prepared by the County for bid purposes and that the actual compensation payable to the Contractor for the utilization of such items is based upon the application of unit prices to the actual quantities of items involved as measured in the field and required to complete the Project as originally defined in the Contract Documents.

When it is determined by the County that an addition, deletion, or revision to the Project as defined in these Contract Documents is required and affects the quantities required for items designated in the Bid Proposal as unit price items, the Contractor and the County agree that the compensation payable to the Contractor for such unit price items shall be adjusted accordingly by a Change Order based upon the application of the appropriate unit prices shown in the Bid Proposal to the quantity of the unit price item required to complete the Project as defined in the Contract Documents.

5.9.1.4.2 Unit Prices Not Included in the Bid Proposal: Unit prices for items not designated in the Bid Proposal, but which have been mutually agreed upon by the County and the Contractor may be utilized in determining the actual compensation payable to the Contractor based upon field measured quantities.

5.9.1.4.3 Lump Sum: When it is determined by the County that an addition, deletion or revision to the Project is required which results in a change in Work designated in the Bid Proposal as a lump sum item, the amount of increase or decrease in the lump sum price shall be established by mutual agreement of the parties.

5.9.1.5 If the pricing methods specified under the existing conditions of the Contract Documents are inapplicable, or if the parties are unable to agree on a price for the changed work, a reasonable price for the same shall be established by the County in accordance with under the applicable conditions of the

Contract Documents. The County shall then process a unilateral Change Order, specifying the said reasonable price, in accordance with the applicable conditions of the Contract Documents. The Contractor shall perform the Work as directed in the Change Order.

5.9.1.6 Failure on the part of the Contractor to construct any item to plan or authorized dimensions within the Specification tolerances shall result in: reconstruction to acceptable tolerances at no additional costs to the County; acceptance at no pay; or acceptance at reduced final pay quantity or reduced unit price, all at the discretion of the County. Determinations of aggregate monetary change for items identified as lump sum quantities shall be made by the County based upon an analysis of the scope of the Contractor's failure to construct to plan or authorized dimensions.

5.9.2 Cost of Work

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

5.9.2.1.1 Actual cost of labor (payroll, taxes, fringe benefits, worker's compensation, health and retirement benefits, sick leave) to perform change order work.

5.9.2.1.2 Owned Equipment (at lowest applicable equipment rate manual rate).

5.9.2.1.3 Rented Equipment (at actual rental rate).

5.9.2.1.4 Materials.

5.9.2.1.5 Subcontractors' costs.

5.9.2.1.6 Extra Bonds and Insurance.

5.9.2.1.7 Contractor's Fee.

5.9.2.2 The Contractor shall require all Subcontractors and suppliers to comply with all requirements of, and provide itemizations of all claims in accordance with this Clause.

5.9.2.3 The term "Cost of the Work" shall not include any of the following:

5.9.2.3.1 Payroll costs and other compensation of the Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, job superintendents, project managers, clerks, and other personnel employed by the Contractor whether at the Site or in its principal or a branch office for general administration of the Change Order work and not specifically included in the agreed-upon schedule of job classifications, all of which are to be considered administrative costs covered by the Contractor's Fee.

5.9.2.3.2 Extraordinary fringe benefits not specifically identified within the provisions set forth above.

5.9.2.3.3 Expenses of Contractor's principal and branch offices other than the Contractor's office at the Site. Field overhead costs, including, but not limited to, cost of on-site temporary facilities and Contractor's on-site supervision. Compensation for these costs will be considered only if the Final Completion date is extended by a Change Order or Allowance Authorization Release.

5.9.2.3.4 Any part of the Contractor's capital expenses, including interest on the Contractor's capital used for the Change Order Work and charges against the Contractor for delinquent payments.

5.9.2.3.5 Cost of premiums for all bonds and insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same (except for additional bonds and insurance required because of changes in the Work).

5.9.2.3.6 Costs due to the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5.9.2.3.7 All overhead or general expense costs of any kind (other than as set forth in this Clause.)

5.9.3 Contractor's Fee

5.9.3.1 The maximum percentage allowed for the Contractor's combined overhead (including home office and field office overhead) and profit shall be as follows:

5.9.3.1.1 For all such Change Order Work done or to be done by the Contractor's own organization, a fixed percentage of the total adjustment to the Contract Price shall not exceed ten (10) percent (10%).

5.9.3.1.2 For all such Change Order Work done or to be done by Subcontractors, each Subcontractor may add up to ten percent (10%) to its allowable cost of work for combined overhead and profit and the Contractor may add up to five percent (5%) to the Subcontractor's allowable cost of work for its combined overhead and profit; provided, however,

5.9.3.1.2.1 no markup of the cost incurred in connection with premiums for bonds or insurance shall be permitted, and

5.9.3.1.2.2 the total maximum markup allowed by this Clause including, but not limited to, Contractor, Subcontractors, and all lower-tier Subcontractors, shall in no event exceed twenty percent (20%) of allowable costs.

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

5.10 Changes of Contract Time

5.10.1 The Contract Time may only be changed by a Change Order. Any request for an extension in the Contract Time shall be made in writing and delivered to the Project

Manager within seven (7) Days of the occurrence first happening and resulting in the claim. Written supporting data will be submitted to the Project Manager within fifteen (15) Days after such occurrence unless the Project Manager allows additional time. All claims submitted by the Contractor for adjustments to the Contract Time must set forth in detail the reasons for and causes of the delay and clearly indicate why the subject delay was beyond the Contractor's control or fault.

5.10.2 If the Contractor is delayed at any time in the performance, progress, commencement, or completion of the Work by any act or neglect of the County or the Professional, or by any employee of either, or by any separate contractor employed by the County, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties, utility conflicts which could not have been identified or foreseen by the Contractor using reasonable diligence, or any causes beyond the Contractor's control or fault, then the Contract Time shall be extended by Change Order for such reasonable time as the County may determine. Contractor shall be entitled to an extension of time for such causes only for the number of days of delay which the County may determine to be due solely to such causes and only to the extent such occurrences actually delay the completion of the Project and then only if the Contractor shall have strictly complied with all the requirements of the Contract Documents. Provided, however, notwithstanding anything in the Contract Documents to the contrary, no interruption, interference, inefficiency, suspension or delay in the performance, progress, commencement or completion of the Work for any cause whatsoever, including those for which the County or the Professional may be responsible in whole or in part, shall relieve Contractor of its duty to perform or give rise to any right to damages or additional compensation from the County. Contractor's sole and exclusive remedy against the County for interruption, interference, inefficiency, suspension or delay of any aspect of the Work shall be the right to seek an extension to the Contract Time in accordance with the procedures set forth herein. This paragraph shall expressly apply to claims for early completion, as well as claims based upon late completion.

5.10.3 The Contractor shall become familiar with and prepare for the normal weather conditions existing in Hillsborough County, Florida. Normal weather conditions are expected to impact the Work in numerous ways, including but not limited to delays during and after periods of rainfall, temporary flooding and ponding, wet ground, high winds and debris. The Contractor acknowledges that its bid and subsequent schedule anticipates and includes as a minimum the normally anticipated number of unfavorable weather days set forth in the applicable conditions of the Contract Documents for the period of time covered by this Agreement. The consequences and impact of such unfavorable weather conditions are neither excusable nor compensable.

5.10.4 (d) The Contractor acknowledges that the following conditions must all exist before unfavorable weather conditions may be found to exist

5.10.4.1 Unfavorable weather conditions actually existed at the Project Site for one or more work days in excess of the number of work days set forth in paragraph f)

5.10.4.2 As a direct result of the unfavorable weather conditions, the Contractor was unable to perform critical path work for a continuous period of more than four (4) hours on each specific day.

5.10.4.3 The Contractor had taken reasonable precautions, such as but not limited to proper drainage, temporary drainage or diversion, and pumping (including pre- and post-shift pumping), to mitigate the impact of such unfavorable weather conditions.

5.10.4.4 The Contractor was in fact scheduled to and attempted to perform Work.

5.10.5 An evaluation of weather conditions shall be made on the dates identified elsewhere in the Agreement as "Milestone Dates," the Substantial Completion Date, and the Final Completion Date (collectively "Milestone Dates"). On those dates, if all the conditions set forth in paragraph d) are found to exist, the number of work days from the date of the Notice to Proceed through the pertinent Milestone Date actually affected by unfavorable weather conditions will be compared with the normally anticipated number of unfavorable weather days set forth in paragraph (f) for that same period of time. If the number of affected days during that period exceeds the normally anticipated number of unfavorable weather days, the Project Schedule shall be adjusted in accordance with the applicable conditions of the Contract Documents. Subsequent Milestone Dates shall not be adjusted unless and until subsequent evaluations demonstrate independent entitlement to the same. If any of the Milestone Dates are adjusted in accordance with the foregoing procedures, the Project Manager shall, at the time of Final Completion, prepare and submit to the Board a Change Order increasing the Contract Time by the total of all such adjustments for unfavorable weather conditions. Notwithstanding anything herein to the contrary, liquidated damages shall not be assessed for the period of time between the originally scheduled Milestone Date(s) and the adjusted Milestone Date(s) as described hereinabove. This extension of the Milestone Date shall be the sole consideration for the impact of weather conditions, and Contractor shall not be entitled to damages or additional compensation resulting from delays caused by such weather conditions. If the number of affected days during that period does not exceed the normally anticipated number of unfavorable weather days set forth in paragraph f), no adjustment shall be made. For Milestone Dates which occur on a day other than the last day of the month, the number of days set forth in paragraph f) shall be prorated and rounded to the nearest whole day.

5.10.6 (f) The parties expressly acknowledge that unfavorable conditions will exist at the Site as a result of normal weather. The parties also acknowledge that, based on a five-day work week, the normal and to-be-anticipated number of unfavorable weather days per month are as follows:

5.10.6.1 January - 2 work days

5.10.6.2 February - 3 work days

5.10.6.3 March - 3 work days

5.10.6.4 April - 2 work days

5.10.6.5 May - 3 work days

5.10.6.6 June - 5 work days

5.10.6.7 July - 7 work days

5.10.6.8 August - 7 work days

5.10.6.9 September - 6 work days

5.10.6.10 October - 2 work days

5.10.6.11 November - 2 work days

5.10.6.12 December - 2 work days

5.10.7 All time limits stated in the Contract Documents are of the essence to the Agreement. The provisions of this Clause shall not preclude recovery of liquidated damages.

5.10.8 As a condition precedent to receiving an extension of the Contract Time for delay on any portion of the Work, the Contractor shall reasonably reschedule the Work so as to minimize the impact of the delay and to allow continued progress on the unimpacted portions of the Work.

5.10.9 Interim milestones may be adjusted by the Director or his designee, upon recommendation of the Project Manager, when appropriate, as long as the adjustment does not affect Final Completion.

5.11 Warranty and Guarantee: Acceptance of Defective Work

5.11.1 Warranty and Guarantee

The Contractor warrants and guarantees to the County that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests, or approvals referred to in this Clause. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the Contract Documents or such inspections, tests, approvals, or all applicable building, construction and safety requirements shall be considered defective. Notice of all defects shall be given to the Contractor by the Project Manager. All defective Work, whether or not in place, may be rejected, corrected, or accepted as provided in this Clause.

5.11.2 Test and Inspections

5.11.2.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor shall give the Project Manager timely notice of readiness therefore. The testing firm(s) (if assigned by the County to this Project) and all such inspections, tests, or approvals provided for by the County shall be identified in writing by the Project Manager to the Contractor. All other inspections, tests or approvals shall be at the Contractor's expense including additional expenses for inspection and tests required as a result of delays by the Contractor or hours worked in excess of forty (40) hours per week. For all required inspections, tests, and approvals on any Work prepared, performed, or assembled away from the Site, the Contractor will furnish the Project Manager with the required Certificates of Inspection, testing, or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organizations as may be required by law or the Contract Documents. Materials or Work in place that fail to pass acceptability tests shall be retested at the direction of the Project Manager and at the Contractor's expense. The rates charged the Contractor pursuant to this clause shall be those found in the County's current annual Testing Contract which is available for inspection.

5.11.2.2 Neither observations by the Professional or Project Manager nor inspections, tests, or approvals by persons other than the Contractor shall relieve the Contractor of its obligations to perform the Work in accordance with the requirements of the Contract Documents.

5.11.3 Access to the Work

For the duration of the Project, the Professional and its representatives, other designated representatives of the County, and authorized representatives of any regulatory agency shall at all times be given access to the Work. The Contractor shall provide proper facilities for such access and observation of the Work and also for any inspection or testing by others.

5.11.4 Uncovering the Work

5.11.4.1 If any Work required to be inspected, tested or approved is covered prior thereto without the prior written approval of the Project Manager, or if any Work is covered contrary to the request of the Project Manager, the Work shall, if requested by the Project Manager, be uncovered for observation, inspection, testing or approval and replaced at the Contractor's expense.

5.11.4.2 If any Work has been covered which either the Professional or Project Manager has not specifically requested to observe, or if the Professional or Project Manager considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, upon written request of the Project Manager, shall uncover, expose, or otherwise make available for observation, inspection, or testing that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, the Contractor shall bear the expense of such uncovering, exposure, observation, inspection, testing, and satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction, if it makes a claim as provided within the Contract Documents.

5.11.5 Stop Work

When Work is defective or when the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or make prompt payments to Subcontractors for labor, materials, or equipment, or if the Contractor violates any provisions of these Contract Documents, the Department Director may order the Contractor to stop the Work until the cause for such order has been eliminated. However, this right of the Director to stop the Work shall not give rise to any duty on the part of the Director to exercise this right for the benefit of the Contractor or any other party. The Contractor shall have no right to claim an increase in the Contract Price or Contract Time or other damages for a stop work order under this paragraph.

5.11.6 Correction or Removal of Defective Work

5.11.6.1 When directed by the Project Manager, the Contractor shall promptly, without cost to the County and as specified by the Project Manager, either correct the defective Work whether fabricated, installed, or completed, or remove it from the Site and replace it with nondefective Work. If the Contractor does not correct such defective Work or remove and replace such defective Work within a reasonable time, all as specified in a written notice from the Project Manager, the County may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by the Contractor or deducted from payment to Contractor. The Contractor will also bear the expense of correcting or removing and replacing all Work of others destroyed or damaged by the correction, removal, or replacement of the defective Work.

5.11.6.2 If, after approval of final payment and prior to the expiration of one (1) year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, incomplete, or otherwise not in accordance with the Contract Documents, the Contractor shall promptly, without cost to the County and in accordance with the County's written instructions, either correct such defective Work, or if it has been rejected by the County, remove it from the Site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the County may have the defective Work corrected, removed, or replaced. All direct and indirect costs of such action will be paid by the Contractor.

5.11.7 Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective Work, the County prefers to accept it, the County may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price, shall be issued. If the acceptance occurs after approval of final payment, the Contractor shall pay to the County an appropriate sum to compensate for the defect in the Work.

5.11.8 Neglected Work by Contractor

5.11.8.1 If the Contractor neglects to execute the Work in accordance with the Contract Documents, including any requirements of the Project Schedule, the Project Manager may direct the Contractor to submit a recovery plan and take specific corrective actions including, but not limited to, employing additional workmen, and/or equipment, and working extended hours and additional days, all at no cost to the County in order to put the Project back on schedule. If the

Contractor fails to correct the deficiency or take appropriate corrective action, the Board may terminate the contract or Contractor's right to proceed with that portion of Work and have the Work done by others. The cost of completion under such procedure shall be charged against the Contractor. A Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County.

5.11.8.2 When the Contractor is more than four percent (4%) behind schedule based on the accepted Project Schedule, the Project Manager may deduct from the Contractor's progress payment a sum equal to the liquidated damages for the number of days behind schedule. Additional withholding may be made if the Project Manager determines the Work cannot be completed for the unpaid balance of the Contract Price.

5.11.8.3 Should the Contractor work overtime, weekends or holidays to regain the schedule, all costs to the County of associated inspection, construction management and resident engineering shall be identified to the Contractor and the Contract Price reduced by a like amount via Change Order.

5.12 Payment and Completion

5.12.1 Schedule of Values

5.12.1.1 At least ten (10) Days prior to submitting the first Application for Payment, the Contractor shall submit to the Project Manager a final schedule of values and cash flow projection for all activities of the Work shown on the accepted schedule, including quantities and unit prices totaling to the Contract Price. This schedule of values shall be satisfactory in form and substance to the Project Manager and shall subdivide the Work into component parts in sufficient detail to serve as the basis for measuring quantities in place and calculating amounts for progress payments during construction. Unsupported or unreasonable allocation of the Contract Price to any one activity shall be justification for rejection of the schedule of values. Upon approval of the schedule of values by the Project Manager, it shall be incorporated into the form of Application for Payment prescribed by the Project Manager. The Contractor shall not submit an unbalanced schedule of values which provides for overpayment to the Contractor on activities which would be performed first. The schedule of values shall be revised and resubmitted until acceptable to Project Manager. Once the schedule has been accepted by the Project Manager, the County reserves the right (at its option) throughout the Contract

to require that the Contractor honor a particular price contained in the schedule of values, if the activity pertaining to it is being deleted or modified.

5.12.1.2 On unit price contracts, the Schedule of Values shall be in accordance with the Offer.

5.12.1.3 No payment can be made until the Schedule of Values/Line Item Summary, with the activity dollar resources, has been approved by the Project Manager. The Application for Payment shall delineate all activities on the schedule, the approved value, previous percentage complete approved, current percentage complete requested, and value of percentage requested.

5.12.1.4 The cash flow projection shall be a monthly projection of the value of Work in place. If the actual cash flow (represented by the Application for Payment) for any month is less than eighty-five percent (85%) of the projected amount for that month, then the Contractor may be barred from bidding other County projects until the value of Work in place is corrected and within ninety-five percent (95%) of the projected value.

5.12.2 Application for Payment

5.12.2.1 Application for Payment shall be made no earlier than thirty (30) Days after Notice to Proceed, and monthly thereafter, but not more often than once a month. The Application for Payment, when submitted, shall be filled out accurately and signed by the Contractor, covering the Work completed as of the date of the Application and supported by such data as required by the Department. The Contractor shall certify in writing that all Subcontractors and suppliers have been paid for acceptable work and materials from previous progress payments received (less any retainage) prior to receipt of any further progress payments. The Contractor shall submit an Application for Payment on the form provided within these Contract Documents and which includes the aforementioned certification. If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such supporting data as will establish the County's title to the material and equipment and protect its interest therein, including applicable insurance. Payment of stored materials, in whole or in part, shall be at the sole discretion of the County.

5.12.2.2 Prior to the submission of an Application for Payment, the Contractor shall submit the Schedule of Values/Line Item Summary, showing the work in place for that Application for Payment (including stored materials, if applicable)

to the County's reviewer(s) previously designated by the Project Manager. If the County's reviewer(s) determine that the proposed Schedule of Values/Line Item Summary is acceptable, the Contractor shall prepare and submit the Application for Payment (suitable for signature) to the party identified in the Notice to Proceed.

5.12.2.3 Beginning with the Contractor's second request for payment, the Contractor shall submit a Subcontractor's Statement of Satisfaction, on the form provided within these Contract Documents from each Subcontractor whose work appeared on the prior Application for Payment and for which the Contractor has been paid. If the Contractor is unable to obtain the required Subcontractor's Statement(s) of Satisfaction, a consent from the Contractor's surety company shall be required. In the event the Contractor is unable to furnish a Subcontractor's Statement of Satisfaction or a consent of surety, the disputed amount may be withheld by the County until the Contractor can provide a Subcontractor's Statement of Satisfaction or a consent of Surety.

5.12.3 Contractor's Warranty of Title

If at any time there shall be evidence of any claim for which, if established, the County might become liable, and which is chargeable to Contractor, or if Contractor shall incur any liability to the County, or the County shall have any claim or demand against Contractor, whether or not reduced to judgment or award, of any kind or for any reason, whether related to or arising out of this Agreement or any other agreement between the Contractor and the County, the County shall have the right to retain out of any payment due, or which may become due, under this Agreement or any other Agreement between the Contractor and the County, an amount sufficient to indemnify the County against such claim, and/or to compensate the County for and fully satisfy such liability, claim or demand, and charge or deduct all cost of defense or collection with respect thereto, including reasonable attorney fees. Should any claim develop after final payment has been made, the Contractor shall refund to the County all monies that the latter may be compelled to pay in discharging such claims or incurred in collecting said monies from the Contractor.

5.12.4 Approval of Payments

5.12.4.1 The due date for payment shall be determined as follows:

5.12.4.1.1 If the Professional must approve the Application for Payment prior to the invoice being submitted to the County, a payment request shall be made submitted to the County's Chief Financial Officer for payment within twenty (20) Business Days after the date on which the Professional stamps the Application for Payment as received.

5.12.4.1.2 If the Professional is not required to approve the Contractor's Application for Payment, a payment request shall be submitted to the County's Chief Financial Officer for payment within fourteen (14) Days after the date on which the invoice is stamped as received by the County.

5.12.4.2 The County may reject the Application for Payment within fourteen (14) Days after the date on which the Application for Payment is originally stamped as received. The rejection shall be written and shall specify the deficiency in the Application for Payment and the action necessary to make the Application for Payment proper.

5.12.4.3 If an Application for Payment is rejected as stated above and the Contractor submits a corrected Application for Payment, the corrected Application for Payment shall be paid or rejected ten (10) Business Days after the date the corrected Application for Payment is stamped as received.

5.12.4.4 The Director may refuse to approve the whole or any part of any payment if, in the Director's opinion, he/she is unable to make the representation that the Application is acceptable to the County. The Director may also refuse to approve any such Application, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in the Director's opinion to protect the County from loss because:

5.12.4.4.1 The Work is defective.

5.12.4.4.2 The Critical Path Method (CPM) schedule or another method of scheduling as directed, and regular updates, as required in the Specifications have not been submitted or accepted.

5.12.4.4.3 Claims have been filed against the County for which the Contractor may be liable.

5.12.4.4.4 The Contract Price has been reduced because of Change Order(s).

5.12.4.4.5 The County has been required to correct defective Work or complete the Work in accordance with the Contract Documents.

5.12.4.4.6 Approved Maintenance of Traffic Plan or revisions as directed by the Project Manager have not been submitted.

5.12.4.4.7 The Work was executed unsatisfactorily, or the Contractor failed to clean up, or failed to control traffic or dust or otherwise is not in compliance with these Contract Documents.

5.12.4.5 Payment disputes shall be resolved in accordance with the County's Prompt Payment Procedures.as set forth below:

5.12.4.5.1 If a dispute arises with the Contractor concerning payment of a Payment Request or Proper Invoice, the dispute shall be resolved by the Department Director. The Department Director shall investigate and ascertain whether the work for which the Payment Request or Proper Invoice has been submitted was performed to Hillsborough County's satisfaction and accepted by the Proper Authority. "Proper Authority" for this purpose is defined as the Hillsborough County representative who is designated as the approving authority for the Work under the Contract Documents. The Department Director will issue his/her decision in writing. The dispute resolution activities shall be commenced within thirty (30) Days after the Payment Request or Proper Invoice is received and must be concluded by final decision of the Department Director within forty-five (45) Days after the date the Payment Request or Proper Invoice is received.

5.12.4.5.2 If the dispute is resolved in favor of the County, interest charges as set forth in the Florida Prompt Payment Law, Section 218.76(2)(a), Florida Statutes, begin to accrue fifteen (15) Days after the County's final decision. If the dispute is resolved in favor of the Contractor, interest accrues as of the original date the payment became due.

5.12.4.5.3 If the County disputes a portion of the payment request, the undisputed portion must be paid by the date required under the Contract or by twenty (20) business days after receipt of the request, whichever is earlier.

5.12.5 Substantial Completion and Development of Punch List

5.12.5.1 Substantial Completion is as defined in this Contract. When the Contractor believes Substantial Completion has been achieved, it shall certify in writing to the Project Manager that the Project is Substantially Complete in accordance with the Contract Documents and request the Project Manager to inspect the Work and to issue a Certificate of Substantial Completion. Prior to making such a request, the Contractor must:

5.12.5.1.1 Complete all Work necessary for the safe, proper and complete use or operation of the Project as intended, including: all regulatory agency requirements are satisfied, including occupancy permits; operating certificates and similar releases; all operational testing has successfully occurred; all required training has successfully occurred; all close-out documents (such as as-built drawings, certifications, warranties, guaranties, test reports, test logs, operational manuals, etc.) have been provided by Contractor and accepted by County.

5.12.5.1.2 Prepare a Contractor-generated punch list, i.e., a list of all items required to render the Project complete, satisfactory, and acceptable, along with an estimated cost to complete each item on the list for submission with the request for inspection and issuance of a certificate of Substantial Completion.

5.12.5.2 Upon receipt of the request from the Contractor, the Project Manager, assisted by the Professional, (if any), and other County personnel, as appropriate, shall review the request, the Work and the Contractor-generated Punch List to determine whether the Work is ready for Substantial Completion inspection. If this review fails to support Substantial Completion inspection, the Project Manager shall so notify the Contractor citing the reasons for rejection. If the Project Manager and Professional (if any) determine the Work is ready for Substantial Completion inspection, the following procedures will be followed:

5.12.5.2.1 The Project Manager will, within a reasonable time and schedule, conduct inspection(s) of the Work with the Professional (if any), other County personnel as required, and the Contractor for the purpose of formally reviewing the status of completion of the Work, the readiness of the Project for use and the Contractor-generated punch list. A copy of the Contractor-generated punch list will be provided to all participants and any additional items noted during the inspection will be added to the list. The Project Manager, the Professional, their representatives and other County representatives will review the Work and the Contractor-generated punch list to assure all deficiencies are noted on a final document (the "Punch List"). The Punch List must include all items required to render the Project complete, satisfactory and acceptable. If Project Manager and Contractor disagree on whether an item belongs on the Punch List, the Project Manager has the final say on whether the item is included or not. The Punch List shall be finalized and issued to the Contractor by the County within the time frames indicated below.

5.12.5.2.2 If, upon completion of the inspection(s) the County does not consider the Project Substantially Complete, the Project Manager will notify the Contractor in writing giving reasons why the Project is not Substantially Complete.

5.12.5.2.3 If, upon completion of the inspection(s), the County considers the Project Substantially Complete, the Project Manager shall prepare a Certificate of Substantial Completion to establish the date for Substantial Completion as the date of the completed inspection(s). The Certificate of Substantial Completion shall be approved by the County upon the signature of both the Project Manager and the Professional and shall be issued to the Contractor. This Certificate shall fix the date of Substantial Completion.

5.12.5.3 Where Beneficial Occupancy may not be applicable to the Project or to certain portions thereof, warranties for the Project or those portions shall commence on the date of Substantial Completion, unless otherwise provided for in the Contract Documents.

5.12.5.4 Substantial Completion cannot occur until all conditions necessary for safe and proper use, occupancy, maintenance and operations are in place.

5.12.6 Time Frames for Issuance of Punch List

5.12.6.1 County shall issue the Punch List to the Contractor within the time frames described below, provided that the Contractor has completed its obligations in providing a proper contractor-generated punch list prior to Substantial Completion inspection. The failure of the County to include any corrective work or pending items not yet completed on the Punch List does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the Contract.

5.12.6.2 For construction projects estimated to cost less than ten million dollars ($10,000,000.00), the Punch List must be finalized and issued within thirty (30) Days after Substantial Completion date and at least thirty (30) days prior to the contract Final Completion date.

5.12.6.3 For construction projects estimated to cost ten million dollars ($10,000,000.00) or more, the Punch List must be finalized and issued within thirty (30) days or, if extended by Contract, up to forty-five (45) Days after Substantial Completion date as defined in the Contract and at least thirty (30) days prior to the contract Final Completion date.

5.12.6.4 For construction projects involving more than one building or structure or multiple phases, the Punch List must be prepared for each building, structure or phase within thirty (30) Days of Substantial Completion date of a particular building, structure or phase if it is estimated to cost less than ten million dollars ($10,000,000.00) or if it is estimated to cost ten million dollars ($10,000,000.00) or more, within thirty (30) days or, if extended by Contract, up to forty five (45) Days after Substantial Completion date as defined in the Contract .

5.12.6.5 Should the Punch List not be provided to the Contractor by the agreed upon dates set forth in the subsections above, the Final Completion date will be extended by the number of days the County has exceeded the delivery date

5.12.6.6 The failure to include any corrective work or pending items not yet completed on the Punch List does not alter the responsibility of Contractor to complete all the construction services purchased pursuant to the Contract Documents.

5.12.7 Completion of Punch List Work and Release of Remaining Retainage

5.12.7.1 Upon completion of the Punch List work, the Contractor shall certify in writing to the Project Manager that all Punch List Work has been completed in accordance with the Contract Documents and request the Project Manager to inspect the Work and to approve Punch List completion. If, in the Project Manager's opinion, the Work is not ready for such inspection, the Project Manager will so inform the Contractor, giving reasons for such opinion. If the Project Manager is satisfied that an inspection is warranted, the Project Manager will, within a reasonable time, schedule and conduct inspection(s) of the facility with representatives of the County's user department, the Professional (if any), and the Contractor, for the purpose of formally reviewing the completion of Punch List Work. If the Project Manager and Contractor disagree on whether an item remains incomplete, the Project Manager has the final say on whether the item is completed or not.

5.12.7.2 If, upon completion of the inspection(s) the County does not consider the Punch List work complete, the Project Manager will notify the Contractor in writing giving specific reasons why the Punch List work is not complete.

5.12.7.3 Within twenty (20) business days after the final Punch List is created the Contractor may submit a Payment Request for the remaining Contract balance (including all remaining retainage). If a good-faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract Documents, the County may continue to withhold an amount

not to exceed one hundred and fifty percent (150%) of the total costs to complete such items. This remaining balance may be requested by the Contractor in its Application for Final Payment after Final Acceptance of the Work by County.

5.12.7.4 All items that require correction under the Contract Documents and that are identified after the preparation and delivery of the Punch List shall remain the obligation the Contractor.

5.12.7.5 Warranty items may not affect the final payment of retainage pursuant to 218.735(7)(e), Florida Statutes.

5.12.7.6 If County fails to comply with its responsibilities to develop the Punch List within the time frame applicable to the Project (as described in Section 5.12.6 above), Contractor may submit a request for the remaining Contract balance (including retainage) withheld by County. Such payment shall be due within twenty (20) business days after receipt of a proper invoice or payment request from the Contractor. If, however, the County has provided written notice to the Contractor specifying the failure of the Contractor to meet contract requirements in the development of the list of items to be completed, the County is only obligated to pay the remaining contract balance (including retainage), less an amount equal to 150 percent of the estimated costs to complete the items the County intended to include on the Punch list. Additionally, County does not have to pay or release any amounts that are the subject of a good-faith dispute, the subject of a claim brought pursuant to Section 255.05, Florida Statutes.

5.12.8 Partial Utilization

Where a portion of a Project is sufficiently completed to allow Beneficial Occupancy, but significant other portion(s) remain uncompleted, the Project Manager may direct the Contractor to permit the County to take control of that portion, operate and utilize it (take Beneficial Occupancy), when the County believes such use will not significantly interfere with construction of the other parts of the Project. If the Contractor is of the opinion that said Beneficial Occupancy is not in the County's best interests, it shall give written notice of such opinion and include a statement of all reasons why certification of Beneficial Occupancy should not be issued. Otherwise, the Contractor shall certify to the County that all critical elements of that part of the Project are complete to the extent that the County may take Beneficial Occupancy, and request the Project Manager to prepare a Certificate of Beneficial Occupancy for that part of the Project. Thereafter, the Project Manager, assisted by other personnel as required, along with Contractor will make an inspection of that part of the Project to determine the status of completion. If the Project

Manager considers that part of the Project to be ready and appropriate for Beneficial Occupancy, the Project Manager will deliver to the Contractor a Certificate of Beneficial Occupancy to that effect, fixing the date of Beneficial Occupancy as to that part of the Project, attaching a list of items to be completed or corrected before final payment of total Contract, and fixing responsibility between the County and Contractor for any outstanding obligations on that part of the Project. The County shall have the right to occupy and use the portion of the Project after date of Beneficial Occupancy for that portion, but the Project Manager will allow the Contractor reasonable access to complete or correct items on the list. Acceptance of Beneficial Occupancy shall not negate the Contractor's obligation to meet milestone requirements, including Substantial and Final Completion Dates for the entire Project, as said dates may have been set forth in the Contract Documents. Where Beneficial Occupancy has been established for a portion of the Project, warranties for that portion shall commence on the date of Beneficial Occupancy unless otherwise provided for in the Contract Documents.

5.12.9 Final Completion

5.12.9.1 Upon written notice from the Contractor that the Project is complete, the Project Manager shall schedule a final inspection with the Contractor and any other personnel requested by the Project Manager. The Project Manager shall notify the Contractor in writing of any Work this inspection reveals to be defective, or otherwise not in accordance with the Contract Documents. The Contractor shall immediately take such action as may be necessary to remedy such defects and bring the Project into full compliance with the Contract Documents and then request another inspection.

5.12.9.2 Final Completion of the Work shall be achieved by the Contractor when all Work required under the Contract Documents has been satisfactorily completed, including all Punch List work, and specifically as noted in the Specification section.

5.12.9.3 After the Project Manager has determined that all Work has been completed, the Project Manager will issue a Certificate of Final Completion for the Work. Where Beneficial Occupancy or Substantial Completion may not be applicable to the Project, warranties will commence on the date of Final Completion.

5.12.10 Application for Final Payment

After the Certificate of Final Completion for the Work has been issued by the Project Manager, the Contractor may make Application for Final Payment following the procedure for progress payments. The Application for Final Payment shall be accompanied by the Contractor's Affidavit of Payment of Debts and Claims, Certificate of

Final Completion, and the Consent of Surety to Final Payment, all submitted on forms provided by the County. Where Certificates of Beneficial Occupancy have been issued for portions of the Project in accordance with the Contract Documents, they shall be maintained in the Project file.

5.12.11 Approval of Final Payment

If, on the basis of the Project Manager's observations and review of Work during construction, final inspection, and review of the Application for Final Payment (all as required by the Contract Documents), the Project Manager is satisfied that the Work has been completed and the Contractor has fulfilled all of its obligations under the Contract Documents, the Project Manager will, within ten (10) days after receipt of the Application for Final Payment, indicate in writing approval of payment. Otherwise, the Project Manager will return the Application to the Contractor, indicating in writing the reason for refusing to approve for final payment, in which case the Contractor will make the necessary corrections and resubmit the Application.

5.12.12 Contractor's Continuing Obligation

The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment, the issuance of a Certificate of Substantial Completion, any payment by the County to the Contractor under the Contract Documents, any use or occupancy of the Project or any part thereof by the County (with or without issuance of a Certificate of Beneficial Occupancy), the issuance of a Certificate of Final Completion, any act of acceptance by the County, any failure to do so, nor any correction of defective Work by the County shall constitute an acceptance of Work not in accordance with the Contract Documents.

5.12.13 Waiver of Claims

The making and acceptance of final payment shall constitute a waiver of any and all claims by the Contractor against the County, except for those previously submitted in writing in accordance with the Contract Documents.

5.13 <u>Prohibition Against Contracting with Scrutinized Companies and Termination of Contracts with Scrutinized Companies</u>

5.13.1 Contractor is advised that Florida Statutes, Section 287.135, prohibits agencies and governmental entities from contracting (in any amount) with a company for goods and/or services that is (a) on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), or (b) engaged in a boycott of Israel. The County reserves the right to terminate the Contract if the County discovers that the Contractor has

been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.13.2 Contractor is advised that Florida Statutes, Section 287.135, prohibits agencies and governmental entities from contracting with a company for goods and/or services in the amount of One Million Dollars $1,000,000) or more if such company is (a) on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or (b) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (created pursuant to Florida Statutes, Section 215.473), or (c) engaged in business operations in Cuba or Syria. The County reserves the right to terminate the Contract if the County discovers that the Contractor has (i) submitted a false certification regarding the Contractor's business operations in the countries and/or industries listed in (a) through (c) of this paragraph, (ii) been placed on the Scrutinized Companies with Activities in Sudan List, (iii) been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or (iv) engaged in business operations in Cuba or Syria.

5.14 Suspension of Work and Termination

5.14.1 Suspension of Work

The Director may, at any time, suspend the Work or any portion thereof for a continuous period of not more than ninety (90) days by notice in writing to the Contractor. The Project Manager shall fix the date on which Work shall be resumed, and the Contractor shall resume the Work on the date so fixed. The Contractor shall be allowed an extension of the Contract Time if directly attributable to any suspension as the sole compensation and remedy for such suspension, provided it makes a proper claim for same as provided for in "Change of Contract Time" Clause. Contractor shall not be entitled to any damages or additional compensation for any such suspensions.

5.14.2 Termination of Work

5.14.2.1 If the Contractor is adjudged bankrupt or insolvent, if it makes a general assignment for the benefit of its creditors, if a trustee or receiver is appointed for it or for any of its property, if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws, if it repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment or make prompt payments to Subcontractors or for labor, materials, or equipment; if it disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction; if it fails to submit the bonds and Certificates of Insurance within the times required by the Contract Documents; if it disregards the authority of the Professional; or if it otherwise materially violates any provisions of the Contract Documents, then the Board may, without prejudice to any other right or remedy, terminate the services of the

Contractor. Prior to such termination, County shall provide Contractor and its surety with seven (7) Days written notice of County's intent to terminate. Upon termination, the County shall take possession of the Project and may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the direct and indirect cost of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such cost exceeds the unpaid balance, the Contractor shall pay the difference to the County. Such cost incurred by the County shall be incorporated in a Change Order. If, after notice of termination of this Agreement as provided for herein, it is determined for any reason that the Contractor was not in default, or that its default was excusable, or that the County was not entitled to the remedy against Contractor provided herein, the termination will be deemed to be a termination for convenience pursuant to paragraph "Termination for Convenience" and the Contractor's remedies against the County shall be the same as and limited to those afforded thereunder.

5.14.2.2 Where the Contractor's services have been so terminated pursuant to the paragraph above by the County, said termination shall not affect any rights of the County against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the County due the Contractor will not release the Contractor from liability. In addition, the County reserves the right to suspend/debar the Contractor from bidding on Hillsborough County procurements/contracts for a period of up to twenty-four (24) months and/or pursue any and all other remedies available to the County.

5.14.3 Termination for Convenience

5.14.3.1 The performance of Work under this Agreement may be terminated by the County in accordance with this Clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination for Convenience specifying the extent to which performance of Work under the Agreement is terminated, and the date upon which such termination becomes effective.

5.14.3.2 After receipt of a Notice of Termination for Convenience, and except as otherwise directed by the County, the Contractor shall:

5.14.3.2.1 Stop Work under this Agreement on the date and to the extent specified in the Notice of Termination for Convenience.

5.14.3.2.2 Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Work under this Agreement as is not terminated.

5.14.3.2.3 Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination for Convenience.

5.14.3.2.4 In the sole discretion of the County, the Contractor shall either:

5.14.3.2.4.1 assign to the County, in the manner, at the time, and to the extent directed by the Project Manager, all of the right, title, and interest of the Contractor under some or all of the orders and subcontracts so terminated; or

5.14.3.2.4.2 settle all outstanding liabilities and all claims arising out of such termination of nonassigned orders and subcontracts.

5.14.3.2.5 Transfer title and deliver to the County, in the manner, at the times and to the extent, if any, directed by the Project Manager, the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of the Work terminated by the Notice of Termination for Convenience.

5.14.3.2.6 Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination for Convenience.

5.14.3.2.7 Take such action as may be necessary or as the County may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Contractor and in which the County has or may acquire an interest.

5.14.3.3 After receipt of a Notice of Termination for Convenience, the Contractor shall submit to the County its termination claim, in the form and with the certification set forth in the paragraph titled "Changes". Such claim shall be submitted promptly, but in no event later than four (4) months from the effective date of termination unless one or more extensions in writing are granted by the Director. No claim will be allowed for machinery and equipment rental expense incurred after the effective date of the Notice of Termination for Convenience. Upon failure of the Contractor to submit its termination claim

within the time allowed, the County shall determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of the Termination for Convenience.

5.14.3.4 The Contractor and the County may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of Work pursuant to this Clause, which amount or amounts may include a reasonable allowance for profit on Work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract Price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of Work not terminated. The Agreement shall be amended accordingly and the Contractor shall be paid the agreed amount.

5.14.3.5 In the event of the failure of the Contractor and the County to agree on the whole amount to be paid to the Contractor by reason of the termination of Work pursuant to this Clause, the County shall determine, on the basis of information available to it, with respect to all Work performed prior to the effective date of the Notice of Termination for Convenience, the total (without duplication of any items) of the cost of such Work and a sum, as profit, equal to seven percent (7%) of said cost of the Work; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this Clause and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss. In no event will the Contractor be entitled to recover any anticipated or lost profit.

5.14.3.6 The total sum to be paid to the Contractor shall not exceed the total Contract Price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of Work not terminated. Except for normal spoilage, and except to the extent that the County shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the County, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the County.

5.14.3.7 In arriving at the amount due the Contractor under this Clause there shall be deducted

5.14.3.7.1 all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this Agreement,

5.14.3.7.2 any claim which the County may have against the Contractor in connection with this Agreement, and

5.14.3.7.3 the agreed price for, or the proceeds of sale of, any materials, supplies, or other things kept by the Contractor or sold, pursuant to the provisions of this Clause, and not otherwise recovered by or credited to the County.

5.15 Contractor Use of Hillsborough County for Marketing Prohibited

The Contractor shall in no way use any statements, whether written or oral, made by the County's employees to market, sell, promote or highlight the Contractor and/or the Contractor's product(s) and/or service(s) unless authorized to do so, in writing, by the County Administrator or his/her designee. In addition, the Contractor shall not use subjective or perceived interpretations, even if factual, regarding the County's opinion of the Contractor's performance, product(s) and/or service(s) in any document, article, publication or press release designed to market, promote or highlight the Contractor and/or the Contractor's product(s) and/or service(s). This does not prevent the Contractor from including the County on its client lists and/or listing or using the County as a reference.

5.16 Maintenance of Records/Public Records Law

The Contractor shall keep adequate records and supporting documentation applicable to this Project and Agreement. Said records and documentation shall be retained by the Contractor for a minimum of five (5) years from the date of Final Completion or termination of this Agreement. The County shall have the right to audit, inspect, and copy all such records and documentation as often as the County deems necessary during the period of this Agreement and for a period of five (5) years thereafter provided, however, such activity shall be conducted only during normal business hours. The County, during this period of time, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Contractor as concerns the aforesaid records and supporting documentation.

5.17 Apprentices and Trainees

When apprentices and trainees are utilized by the Contractor on the Work pursuant to this Agreement, the behavior of the Contractor shall be governed by the provisions of Chapter 446, Florida Statutes.

5.18 Equal Employment Opportunity; Non-Discrimination Clause

5.18.1 During the performance of this Contract, the Contractor shall comply with the following:

5.18.1.1 Hillsborough County

5.18.1.1.1 Hillsborough County Human Rights Ordinance, Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, prohibits discrimination on the basis of race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in apprenticeships, training programs, employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

5.18.1.1.2 Hillsborough County Home Rule Charter, Article IX, Section 9.11, as amended, provides that the County shall not deprive any person of any right because of race, sex, age, national origin, religion, disability or political affiliation. Printed in Hillsborough County Code of Ordinances and Laws, Part A.

5.18.1.2 State of Florida

5.18.1.2.1 Florida Constitution, Preamble and Article I, section 2 protect citizens from being deprived of inalienable rights because of gender, race, religion, national origin, or physical disability.

5.18.1.2.2 Florida Statutes section 112.042, requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.

5.18.1.2.3 Florida Statutes section 112.043, prohibits age discrimination in employment.

5.18.1.2.4 Florida Statutes section 413.08, provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.

5.18.1.2.5 Florida Statutes section 448.07, prohibits wage rate discrimination on the basis of sex.

5.18.1.2.6 Florida Civil Rights Act of 1992, Florida Statutes sections 760.01 - 760.11, as amended.

5.18.1.2.7 Florida Statutes section 509.092, prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability, or national origin.

5.18.1.2.8 Florida Statutes section 725.07, prohibits discrimination on the basis of sex, marital status or race in loaning money, granting credit or providing equal pay for services performed.

5.18.1.2.9 Florida Fair Housing Act, Florida Statutes sections 760.20 - 760.37.

5.18.1.2.10 Florida Statutes section 760.40, provides for the confidentiality of genetic testing and requires informed consent prior to such testing.

5.18.1.2.11 Florida Statutes section 760.50, prohibits discrimination on the basis of AIDS, AIDS-related complex, and HIV.

5.18.1.2.12 Florida Statutes section 760.51, provides for remedies and civil penalties for violations of civil rights.

5.18.1.2.13 Florida Statutes section 760.60, prohibits discriminatory practices of certain clubs.

5.18.1.2.14 Florida Statutes section 760.80, provides for minority representation on boards, commissions, council, and committees.

5.18.1.3 Federal

5.18.1.3.1 Section I of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, section 1.

5.18.1.3.2 Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.

5.18.1.3.3 Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and 1975, the Civil Rights Act of 1991, P.L. 102-166, 105 Stat.1071, and the Lilly Ledbetter Fair Pay Act of 2009, P.L. 111-2, 123 Stat. 5.

5.18.1.3.4 Civil Rights Acts of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. section 1981.

5.18.1.3.5 Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P.L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.

5.18.1.3.6 Civil Rights Restoration Act of 1987, P.L. 100-259, 102 Stat. 28.

5.18.1.3.7 Civil Rights Act of 1991, P.L. 102-166, 105 Stat. 1071.

5.18.1.3.8 Civil Rights Act of 1968, Fair Housing Act, P.L. 90-284, 82 Stat. 73,42 U.S.C. 3601 et seq.

5.18.1.3.9 Equal Opportunity Regulations, 41 CFR section 60-1.4, as amended.

5.18.1.3.10 Standards for a Merit System of Personnel Administration, 5 CFR section 900.601 et seq.

5.18.1.3.11 Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, 41 CFR Chapter 60.

5.18.1.3.12 Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended.

5.18.1.3.13 Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.

5.18.1.3.14 Age Discrimination in Employment Act of 1967, 29 U.S.C. section 621 et seq., P.L. 90-202, as amended.

5.18.1.3.15 Age Discrimination Act of 1975, 42 U.S.C. section 6101 et seq., P.L. 94-135, 89 Stat. 728, as amended.

5.18.1.3.16 Older Americans Amendments of 1975, 42 U.S.C. section 3001 et seq., P.L. 94-135, 89 Stat 713.

5.18.1.3.17 Americans with Disabilities Act of 1990, 42 U.S.C. section 12101 et seq., as amended by the ADA Amendments Act of 2008, P.L. 110-325, 122 Stat. 3554.

5.18.1.3.18 Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. section 4212, as amended.

5.18.1.3.19 Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

5.18.1.3.20 State and Local Fiscal Assistance Act of 1972, as amended.

5.18.1.3.21 Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.

5.18.1.3.22 Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. sections 5.100-5.605.

5.18.1.3.23 Executive Order 13673, Fair Pay and Safe Workplaces.

5.18.1.4 If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the Contractor agrees as follows:

5.18.1.4.1 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.

5.18.1.4.2 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.

5.18.1.4.3 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.

5.18.1.4.4 The Contractor will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5.18.1.4.5 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.

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

5.18.1.4.7 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such 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.

5.18.1.4.8 The Contractor will include the provisions of the subparagraphs contained in this section titled "If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the Contractor agrees as follows" 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 may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The above are not intended to be a complete list of all applicable local, state, or federal statutes, orders, rules or regulations, as they may be amended from time to time, or added to (newly promulgated) from time to time, during the term of resulting contracts.

5.19 Allowances

5.19.1 Allowance Categories

5.19.1.1 Because of the size, complexity and nature of the Project, the Board has determined that it is in the County's best interest to establish certain allowance categories for various portions of additional or revised work. The Allowance Work may consist of, but is not limited to, the following:

5.19.1.1.1 General Site Work

5.19.1.1.2 Concrete Structures

5.19.1.1.3 General Road Work

5.19.1.1.4 Utility Work

5.19.1.1.5 Process Work

5.19.1.2 The Allowance Work is included in the Contract Price and the Contract Work, and shall be performed in full compliance with all requirements of the Contract Documents. The Contract Time also includes a number of calendar days reserved for performance of Allowance Work in accordance with this Clause, calculated as follows: twenty percent (20%) of Days allocated from Notice to Proceed to Final Completion (as awarded), or sixty (60) Days, whichever is less.

5.19.2 Authorized Expenditure and Allocations of Time

All charges and time for Allowance Work must be pre-approved in writing by the County Administrator or appropriate authorized designee. Said written pre-approval shall be in the form of an Allowance Authorization Release (AAR), which shall describe in detail the Allowance Work to be performed, the time, if any, required, and the price for the Allowance Work, as well as containing the authorized signature of the County Administrator or appropriate authorized designee. If Contractor proceeds to perform any Allowance Work without the required AAR, the Contractor shall be deemed to have waived any rights it might otherwise have had to reimbursement and time for such Allowance Work. Any monies designated for Allowance Work remaining at the completion of all Work shall be deducted from the Contract Price by an approved Change Order.

5.19.3 Pricing of Allowance Work

When the County has determined that it wishes to have the Contractor perform certain Allowance Work, the Professional or Project Manager shall provide Contractor with an allowance proposal request, identifying the Allowance Work to be performed and

requesting the Contractor to submit a price for such proposed Allowance Work. The Contractor shall submit a price for the proposed Allowance Work in a timely fashion, but in no event shall Contractor require more than five (5) Days within which to submit its price on the proposed Allowance Work, unless a longer period of time is permitted by the Project Manager. The Contractor shall prepare its price for the proposed Allowance Work in accordance with the pricing procedures established for Change Orders.

5.19.4 Allocation of Contract Time

If the Contractor requests an allocation of Contract Time for performance of Allowance Work, the Contractor shall state with particularity in its response to the County's allowance proposal request the reasons for its request and the manner in which performance of Allowance Work will affect the Contract schedule. The Contractor shall be entitled to an allocation of time for performance of Allowance Work only for the number of days which the County Administrator or his designee may determine to be due solely on account of such performance and only to the extent such performance affects the Contractor's ability to meet Contract Milestone Dates. In no event may the County Administrator or his designee allocate more Contract Time for all Allowance Work hereunder than the number of calendar days designated for Allowance Work in the Agreement. If the County and Contractor agree on the time to be allocated for performance of Allowance Work, the time shall be stated in the AAR. The County Administrator or his designee may adjust any Milestone Dates affected by allocation of time for Allowance Work and shall state such adjusted Milestone Dates in the AAR. If sufficient allowance time is not available for the Allowance Work, then the time for the Allowance Work (or a portion of the time) may be adjusted by Change Order. Contractor shall not be entitled to damages for delays or disruptions caused by time for Allowance Work and shall state such adjusted Milestone Dates in the AAR. Contractor shall not be entitled to damages for delays or disruptions caused by performance of Allowance Work hereunder. Any time designated for Allowance Work remaining at the completion of all Work shall be deducted from the Contract Time by an approved Change Order.

5.19.5 Disputes as to Price or Time

If the County and Contractor/Construction Manager/Design Builder (whichever is appropriate) agree on the price for proposed Allowance Work but cannot agree on the amount of time for such work, or vice-versa, then the price or time agreed upon shall be included in the AAR, and the disputed item (whether price or time) shall not be included in the AAR but may be resolved through the Change Order process.

5.20 Partnering

5.20.1 The County intends to encourage the foundation of a cohesive partnership with the Contractor and its Subcontractors. The term "partnering", and any reference to partnership is merely meant to set the tone of the relationship between the parties and does not imply any rights or obligations normally associated therewith. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient contract performance, intended to achieve completion within budget, on schedule, and in accordance with plans and Specifications.

5.20.2 This partnership will be bilateral in makeup, and participation will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in Contract Price. To implement this partnership initiative, it is anticipated that prior to issuance to Notice to Proceed, the Contractor's and the County's respective Project Managers and other key personnel will attend a partnership and team-building development workshop. Follow-up workshops will be held periodically throughout the duration of the Contract as agreed to by the Contractor and the County.

5.20.3 An integral aspect of partnering is the resolution of disputes in a timely, professional, and non-adversarial manner. Alternative dispute resolution (ADR) methodologies will be encouraged in place of the more formal dispute resolution procedures. ADR will assist in promoting and maintaining an amicable working relationship to preserve the partnership. ADR in this context is intended to be a voluntary, non-binding procedure available for use by the parties to this Contract to resolve any dispute that may arise during performance.

5.20.4 Nothing in this provision, however, shall take precedence over the rest of the Contract Documents, and if there is a perceived conflict between this provision and any other Contract provision, the other Contract provision will take precedence.

5.21 Security of Construction Documents

The plans and information contained in this Contract may relate to vital infrastructure facilities within Hillsborough County. This information is highly sensitive and must be secured and protected at all times from access by unauthorized persons. Release of documents or information other than as required to fulfill the scope of the Contract is prohibited. The County's Project Manager is empowered to authorize release of documents. Failure to protect these documents could jeopardize the safety of the citizens of Hillsborough County, so they must always be treated with the utmost care.

5.22 Contractor Must Use E-Verify, Must Have Legally Authorized Workforce & Utilize IMAGE Best Practices

5.22.1 E-Verify

5.22.1.1 Pursuant to Florida Statutes Section 448.095, the Contractor (and its Subcontractors) are required to register with and utilize the United States Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. The E-Verify system is an Internet-based system operated by DHS that allows participating employers to electronically verify the employment eligibility of newly hired employees. Accordingly, by submitting its Offer, the Contractor represents and warrants that it is registered with, and uses, the E-Verify system for all newly hired employees.

5.22.1.2 Pursuant to Florida Statutes Section 448.095, the Contractor must obtain an affidavit from its Subcontractors stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor is required to maintain a copy of such affidavit for the duration of the Contract Period and shall provide the County with a copy of such affidavit within three (3) Business Days of the County's request for said affidavit.

5.22.1.3 Contractor is advised that pursuant to Florida Statutes Section 448.095, the County is required to terminate this Contract if it has a good faith belief that the Contractor knowingly violated Florida Statutes Section 448.09(1); whereupon, the Contractor will not be eligible for award of a public contract for at least one (1) year from the date of such termination. . The Contractor will be liable for any additional costs incurred by the County as a result of the termination of the Contract.

5.22.1.4

Contractor is advised that pursuant to Florida Statutes Section 448.095, if the County has a good faith belief that a Subcontractor knowingly violated Florida Statutes Section 448.095(2) (but that the Contractor has otherwise complied with said Florida Statute), that the County is required to promptly notify the Contractor of such violation and order the Contractor to immediately terminate its contract with the applicable Subcontractor.

5.22.2 Legally Authorized Workforce

5.22.2.1 Contractor is advised that the County has entered into an agreement (the IMAGE Agreement) with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent knowingly hiring unauthorized workers through self-governance, and provide for voluntary reporting of the discovery of unauthorized workers to ICE. Accordingly, by submitting its Offer, Contractor represents and warrants:

5.22.2.1.1 that Contractor (and any subcontractor thereof) is registered with and uses the E-Verify system and is in compliance with all applicable

Federal, State and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States;

5.22.2.1.2 that all of Contractor's employees are legally eligible to work in the United States; and

5.22.2.1.3 that the Contractor has actively and affirmatively verified such eligibility utilizing the E-Verify system and/or the Federal Government's Employment Eligibility Verification Form (the Form I-9).

5.22.2.2 . A mere allegation of Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Contractor unless the County has a good faith belief that the Contractor knowingly violated Florida Statutes Section 448.09(1) or such allegation has been determined to be factual by ICE prior to the date the Contract is scheduled to be awarded by the County.

5.22.2.3 Good faith claims/beliefs of the Contractor's use of unauthorized workers must be reported to both of the following agencies: The County's Compliance Services hotline at (813) 272-6554; and ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE (1-866-347-2423).

5.22.3 IMAGE Best Practices

Contractor is required to incorporate the following IMAGE Best Practices into its business and, incorporate verification requirements into its agreements with Subcontractors as required under Federal law and Florida Statutes Section 448.095:

5.22.3.1 Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.

5.22.3.2 Use the Social Security Number Verification Service and make a good faith effort to correct and verify the names and Social Security numbers of the current workforce. Establish a written hiring and employment eligibility verification policy.

5.22.3.3 Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not be limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.

5.22.3.4 Require the Form I-9 and E-Verify process to be conducted only by individuals who have received appropriate training and include a secondary

review as part of each employee's verification to minimize the potential for a single individual to subvert the process.

5.22.3.5 Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.

5.22.3.6 Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.

5.22.3.7 Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this paragraph and, when practicable, incorporate the verification requirements in Subcontractor agreements.

5.22.3.8 Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.

5.22.3.9 Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.

5.22.3.10 Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.

5.22.3.11 Maintain copies of any documents accepted as proof of identity and/or employment authorization for all new hires.

5.23 Force Majeure

The Contract Time may be extended in an amount equal to time lost due to delays beyond the control of the Contractor. Such delays shall include, but is not limited to, acts or neglect by the County or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God. In order to receive an extension of the Contract Time due to a force majeure event, the Contractor

is required to make a claim of force majeure to the County and such claim must be approved by the County.

5.24 Hand Sanitizer Ordinance

Hand Sanitizer Ordinance; Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 28, Article III. (This provision shall be applicable only if the Services and/or Work to be performed under this Contract will involve and/or require the use of portable restrooms.) Pursuant to Hillsborough County Ordinance; Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 28, Article III (Hand Sanitizer Ordinance), as amended, every portable restroom in service in Hillsborough County which does not have a hand washing facility located within the portable restroom must have an operable hand sanitizer dispenser containing sanitation liquid affixed to the inside of the portable restroom or immediately adjacent to the portable restroom. The Contractor is solely responsible for ensuring that any and all portable restrooms owned or leased by the Contractor are in compliance with the ordinance.

5.25 Indemnification

5.25.1 Contractor, in consideration of the payments, mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, shall protect, defend, indemnify and hold the County, and its employees, agents, independent contractors, subcontractors, invitees, successors and assigns harmless from and against any and all claims, actions, causes of action, and judgments made or filed against the County for all liabilities, losses, penalties, damages, costs or professional fees arising out of Contractor's performance of the Work (including obtainment of all license fees and royalties) or the performance of the Work by the Contractor's Subcontractors, agents, employees, or respective officers, or anyone directly or indirectly employed by any of them. Contractor may defend any claim for which Contractor has responsibility hereunder with counsel of its choice, subject to the County's prior written approval. Contractor's obligation under this provision shall not be limited in any way by the Contractor's or its subcontractor's limit of, or lack of, sufficient insurance. This provision shall survive the termination of this Agreement and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law.

5.25.2 In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type or damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

5.25.3 The Contractor shall indemnify and hold harmless the County and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement or patent rights or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

5.26 Legally Required Statement and Provisions Regarding Access to Records for Services Contracts

5.26.1 The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that the Contractor/Service Provider has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the Contractor/Service Provider is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the Contractor/Service Provider. As stated below, the Contractor/Service Provider may contact the County's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Contractor/Service Provider is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the Contractor/Service Provider advice regarding its legal rights or obligations.

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:

5.26.1.1 813-272-5790,

5.26.1.2 StromerS@HCFL.gov,

5.26.1.3 Procurement Services, 601 E. Kennedy Blvd., 25th Floor, Tampa, Florida 33602.

If under this Contract, the Contractor is providing services and is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, the Contractor will comply with public records law, and agrees to:

5.26.2 Keep and maintain public records required by the County to perform the services.

5.26.3 Upon request from the County's custodian of public records, provide the County 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 Chapter 119 Florida Statutes or as otherwise provided by law.

5.26.4 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 County.

5.26.5 Upon completion of the Contract, transfer at no cost to the County, all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County 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 County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Failure of the Contractor to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Contract by the County.

5.27 Miscellaneous

5.27.1 All Specifications, Drawings, and copies furnished by the County shall remain the County's property. They shall not be used on another Project and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to the County upon completion of the Project.

5.27.2 Should the County or the Contractor suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of their employees, agents, or others for whose acts they are legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

5.27.3 If the Contract Price exceeds one hundred thousand dollars ($100,000.00), Contractor shall comply with all the requirements of Section 114 of the Clean Air Act (42 USC 7414 et seq.) as amended and Section 308 of the Federal Water Pollution Control Act (33 USC 1251 et seq.) as amended.

5.27.4 Pending resolution of any claim or dispute between the County and Contractor, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Work as directed by the County and the County shall continue to make payments in accordance with the Contract Documents.

5.27.5 Project Representative. County may furnish a Project Representative and assistants to aid the Project Manager in carrying out the Project Manager's responsibilities at the Site.

5.27.6 Historical or Archaeological Deposits. If, during the course of construction, evidence of deposits of historical or archaeological interest is found, Contractor shall cease operations affecting the find and shall notify the Project Manager who shall notify the Regional Office of the Environmental Protection Agency and the State Historic Preservation Office. No further disturbance of the deposits shall ensue until Contractor has received written instructions from the Project Manager. The Project Manager will issue written instructions only after the State office has surveyed the find and made a determination to the Environmental Protection Agency and County. Compensation to Contractor, if any, for changes in construction shall be determined in accordance with changed conditions or change order provisions of the Contract Documents; provided however, in no event will the Contractor be entitled to damages or additional compensation for any delays incurred, the Contractor's sole remedy being to seek an extension to the Contract Time pursuant to the provisions of the Contract Documents.

5.28 Payment to Contractor by Electronic Payment Solution

ACH (Direct Deposit): If the Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit. The Contractor's bank account information will remain confidential to the extent provided by law as necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance will be sent to the Contractor via e-mail.

5.29 Vendor Compliance System (B2GNOW)

5.29.1 For Contracts with minority participation goals, the Contractor will be required to enter on a monthly basis to confirm payments received from the County, as well as enter in any payments made to minority subcontractors in that monthly period, in the County's Vendor Compliance System at: https://hillsboroughcounty.diversitycompliance.com/

5.29.2 You will receive email and/or fax notifications alerting you when you need to respond.

5.29.3 To ensure your company maintains compliance with the County contracting compliance program please create or update your contact information in the Vendor Compliance System, which is hosted by third party vendor B2GNow. Should you have questions on how to create an account or require assistance accessing your account please click on the Help First Time Visitors link on the diversity compliance page listed above.

5.29.3.1 Online classes on the Vendor Compliance System are available:

5.29.3.2 Contract Compliance Reporting – Vendor Training, classes are given on a weekly basis.

5.29.4 Introduction to the System – Vendor Training, classes are given on a bi-monthly basis.

5.29.5 To sign up for one of these training events please click on the Training and Events link on the diversity compliance page listed above.

5.30 Unbalanced Offers and/or Excessive Line Item Prices

The County reserves the right to reject any Offer in which unit prices, in the sole opinion of the County, are unbalanced. In addition, where the County has decided to award this Solicitation Document, it further reserves the right not to utilize a particular line item that, in the sole opinion of the County, is excessively priced, and reserves the right to obtain that item from another source.

5.31 Combatting Human Trafficking—Affidavit and Public Awareness

When a contract between the County and a nongovernmental entity is awarded, renewed, or extended, the nongovernmental entity must provide the County with an affidavit signed by an officer or 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 Section 787.06, Fla. Stat. Additionally, for the duration of an awarded contract, awarded nongovernmental entities and all subcontractors should post in a conspicuous location frequented by the nongovernmental entity's employees a public awareness sign that is at least 8.5 inches by 11 inches in size, printed in at least 16-point type, and must state substantially the following in both English and Spanish:

"If you or someone you know is being forced to engage in an activity and cannot leave—whether it is prostitution, housework, farm work, factory work, retail work, restaurant work, or any other activity—call the Florida Human Trafficking Hotline, 1-855-FLA-SAFE to access help and services. Victims of slavery and human trafficking are protected under United States and Florida Law."

The Future is Riding on Ajax.™

September 12, 2025

Attention: Mr. Jeffrey Agrall
Assistant Public Works Director
City of Treasure Island
10451 Gulf Blvd
Treasure Island, FL 33706

RE: "Piggy Back" Hillsborough County Contract IFB-24-24948, Local Road Resurfacing Term Contract

Please be advised that Ajax Paving Industries of Florida, LLC will honor the subject Hillsborough County Contract IFB-24-24948 unit prices for purpose of "Piggy Back" contracting with the City of Treasure Island.

Sincerely,

Mark Miller
Estimator
Ajax Paving Industries of Florida, LCC

5100 W. Lemon Street, Suite 106, Tampa, FL 33609 Phone (813) 769-1990 Fax (813) 769-1991

Hillsborough County Florida

24948 Line Items, Addendum 2 (BT-12EK)

Instructions

- When pasting content, please use Paste Special as Text without any formatting.

- You can only submit text based responses, please do not use special characters like emojis.

- Please do not change the structure of any of the worksheets. Changing the structure will invalidate your submission.

- Any additional information outside of the given structure of the worksheets will not be visible to the purchaser.

- Please do not save this file in a different format. Saving this file in a different format will invalidate your submission.

- Please follow the instructions provided along with this file to submit it back to Bonfire.

- You must bid on every item. To do so, all of the editable cells for the item must contain a valid value.

- Please do not use Excel formulas in your responses.

- If you have any questions regarding the content of this file, please contact the appropriate purchaser.

- If you have any technical problems, please contact Bonfire at Support@GoBonfire.com.

Responses

Success: All data is valid!

Status	#	Item	Unit of Measure	Estimated Quantities	Numeric Unit Price	Total Cost
MAINTENANCE OF TRAFFIC PER WORK ORDER						
Success: All values provided	#1-1	MAINTENANCE OF TRAFFIC (PER WO) ($0.01 to $ 100,000)	Each	2	$ 2,017.52	$ 4,035.04
Success: All values provided	#1-2	MAINTENANCE OF TRAFFIC (PER WO) ($ 100,000.01 to $250,000)	Each	2	$ 1,311.39	$ 2,622.78
Success: All values provided	#1-3	MAINTENANCE OF TRAFFIC (PER WO) ($ 250,000.01 to $500,000)	Each	10	$ 1,596.37	$ 15,963.70
Success: All values provided	#1-4	MAINTENANCE OF TRAFFIC (PER WO) ($ 500,000.01 to $800,000)	Each	5	$ 1,652.18	$ 8,260.90
Success: All values provided	#1-5	MAINTENANCE OF TRAFFIC (PER WO) ($ 800,000.01 to $1,000,000)	Each	6	$ 1,189.47	$ 7,136.82
Success: All values provided	#1-6	MAINTENANCE OF TRAFFIC (PER WO) (> $1,000,000)	Each	10	$ 1,983.51	$ 19,835.10
Success: All values provided	#1-7	TRAFFIC CONTROL OFFICER	Hour (s)	480	$ 104.17	$ 50,001.60

Success: All values provided	#1-8	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	Daily	1550	$ 18.07	$ 28,008.50
Basket Total						$ 135,864.44

MOBILIZATION PER WORK ORDER

Success: All values provided	#2-1	MOBILIZATION (PER WO) ($0.01 to $100,000)	Each	2	$ 11,990.70	$ 23,981.40
Success: All values provided	#2-2	MOBILIZATION (PER WO) ($100,000.01 to $250,000)	Each	2	$ 15,897.80	$ 31,795.60
Success: All values provided	#2-3	MOBILIZATION (PER WO) ($250,000.01 to $500,000)	Each	10	$ 23,066.66	$ 230,666.60
Success: All values provided	#2-4	MOBILIZATION (PER WO) ($ 500,000.01 to $800,000)	Each	5	$ 32,742.18	$ 163,710.90
Success: All values provided	#2-5	MOBILIZATION (PER WO) ($ 800,000.01 to $1,000,000)	Each	6	$ 37,917.34	$ 227,504.04
Success: All values provided	#2-6	MOBILIZATION (PER WO) (>$1,000,000)	Each	10	$ 48,419.42	$ 484,194.20
Success: All values provided	#2-7	SEDIMENT BARRIER	Linear Foot (Feet)	150000	$ 0.96	$ 144,000.00
Success: All values provided	#2-8	FLOATING TURBIDITY BARRIER	Linear Foot (Feet)	500	$ 12.76	$ 6,380.00

Success: All values provided	#2-9	**INLET PROTECTION SYSTEM**	Each	50	$ 132.87	$ 6,643.50
Success: All values provided	#2-10	**SELECTIVE CLEARING AND GRUBBING, AREAS WITH TREES TO REMAIN**	Acre (s)	14	$ 5,193.38	$ 72,707.32
Success: All values provided	#2-11	**REMOVAL OF EXISTING CONCRETE**	Square Yard (s)	4000	$ 84.97	$ 339,880.00
Success: All values provided	#2-12	**REGULAR EXCAVATION**	Cubic Yard (s)	1000	$ 65.15	$ 65,150.00
Success: All values provided	#2-13	**SHOULDER REWORK**	Square Yard (s)	2200	$ 12.47	$ 27,434.00
Success: All values provided	#2-14	**REWORKING SHOULDERS (SPOT REPAIRS)**	Square Yard (s)	2200	$ 19.22	$ 42,284.00
Success: All values provided	#2-15	**REWORKING UTILITY STRIPS**	Square Yard (s)	2200	$ 15.84	$ 34,848.00
Success: All values provided	#2-16	**BLADING PAVED SHOULDER**	Linear Foot (Feet)	2200	$ 3.74	$ 8,228.00
Success: All values provided	#2-17	**SOIL LAYER MATERIAL - IMPORTED MATERIAL**	Cubic Yard (s)	450	$ 92.36	$ 41,562.00
Success: All values provided	#2-18	**EMBANKMENT**	Cubic Yard (s)	1500	$ 77.44	$ 116,160.00
Success: All values provided	#2-19	**TYPE B STABILIZATION**	Square Yard (s)	3100	$ 34.24	$ 106,144.00
Success: All values provided	#2-20	**GENERAL USE OPTIONAL BASE MATERIAL (Type B-12.5)**	Cubic Yard (s)	4250	$ 200.00	$ 850,000.00

Success: All values provided	#2-21	BITUMINOUS CRACK AND JOINT SEALING	Linear Foot (Feet)	6500	$ 3.99	$ 25,935.00
Basket Total						$ 3,049,208.56

MILLING FROM 0 TO 1,000 SQUARE YARDS PER WORK ORDER

Success: All values provided	#3-1	MILLING EXIST ASPH PAVT (1" AVG DEPTH)	Square Yard (s)	1000	$ 10.63	$ 10,630.00
Success: All values provided	#3-2	MILLING EXIST ASPH PAVT (1-1/4" AVG DEPTH)	Square Yard (s)	1000	$ 10.63	$ 10,630.00
Success: All values provided	#3-3	MILLING EXIST ASPH PAVT (1-1/2" AVG DEPTH)	Square Yard (s)	1000	$ 10.63	$ 10,630.00
Success: All values provided	#3-4	MILLING EXIST ASPH PAVT (2" AVG DEPTH)	Square Yard (s)	1000	$ 11.03	$ 11,030.00
Success: All values provided	#3-5	MILLING EXIST ASPH PAVT (2-1/2" AVG DEPTH)	Square Yard (s)	1000	$ 11.40	$ 11,400.00
Success: All values provided	#3-6	MILLING EXIST ASPH PAVT (3" AVG DEPTH)	Square Yard (s)	1000	$ 9.94	$ 9,940.00
Basket Total						$ 64,260.00

MILLING FROM 1,001 TO 5,000 SQUARE YARDS PER WORK ORDER

Success: All values provided	#4-1	MILLING EXIST ASPH PAVT (1" AVG DEPTH)	Square Yard (s)	2500	$ 4.56	$ 11,400.00

Success: All values provided	#4-2	MILLING EXIST ASPH PAVT (1-1/4" AVG DEPTH)	Square Yard (s)	3000	$ 4.13	$ 12,390.00
Success: All values provided	#4-3	MILLING EXIST ASPH PAVT (1-1/2" AVG DEPTH)	Square Yard (s)	8500	$ 3.21	$ 27,285.00
Success: All values provided	#4-4	MILLING EXIST ASPH PAVT (2" AVG DEPTH)	Square Yard (s)	1100	$ 10.15	$ 11,165.00
Success: All values provided	#4-5	MILLING EXIST ASPH PAVT (2-1/2" AVG DEPTH)	Square Yard (s)	1100	$ 10.55	$ 11,605.00
Success: All values provided	#4-6	MILLING EXIST ASPH PAVT (3" AVG DEPTH)	Square Yard (s)	1100	$ 10.94	$ 12,034.00
Basket Total						$ 85,879.00

MILLING FROM 5,001 TO 10,000 SQUARE YARDS PER WORK ORDER

Success: All values provided	#5-1	MILLING EXIST ASPH PAVT (1" AVG DEPTH)	Square Yard (s)	7500	$ 4.56	$ 34,200.00
Success: All values provided	#5-2	MILLING EXIST ASPH PAVT (1-1/4" AVG DEPTH)	Square Yard (s)	12000	$ 4.75	$ 57,000.00
Success: All values provided	#5-3	MILLING EXIST ASPH PAVT (1-1/2" AVG DEPTH)	Square Yard (s)	36000	$ 2.88	$ 103,680.00
Success: All values provided	#5-4	MILLING EXIST ASPH PAVT (2" AVG DEPTH)	Square Yard (s)	10000	$ 3.21	$ 32,100.00
Success: All values provided	#5-5	MILLING EXIST ASPH PAVT (2-1/2" AVG DEPTH)	Square Yard (s)	5500	$ 4.40	$ 24,200.00

Success: All values provided	#5-6	MILLING EXIST ASPH PAVT (3" AVG DEPTH)	Square Yard (s)	5500	$ 5.41	$ 29,755.00
Basket Total						$ 280,935.00

MILLING FROM 10,001 TO 25,000 SQUARE YARDS PER WORK ORDER

Success: All values provided	#6-1	MILLING EXIST ASPH PAVT (1" AVG DEPTH)	Square Yard (s)	20000	$ 3.02	$ 60,400.00
Success: All values provided	#6-2	MILLING EXIST ASPH PAVT (1-1/4" AVG DEPTH)	Square Yard (s)	60000	$ 3.18	$ 190,800.00
Success: All values provided	#6-3	MILLING EXIST ASPH PAVT (1-1/2" AVG DEPTH)	Square Yard (s)	150000	$ 2.68	$ 402,000.00
Success: All values provided	#6-4	MILLING EXIST ASPH PAVT (2" AVG DEPTH)	Square Yard (s)	20000	$ 3.41	$ 68,200.00
Success: All values provided	#6-5	MILLING EXIST ASPH PAVT (2-1/2" AVG DEPTH)	Square Yard (s)	11000	$ 3.46	$ 38,060.00
Success: All values provided	#6-6	MILLING EXIST ASPH PAVT (3" AVG DEPTH)	Square Yard (s)	11000	$ 4.16	$ 45,760.00
Basket Total						$ 805,220.00

MILLING OVER 25,000 SQUARE YARDS PER WORK ORDER

Success: All values provided	#7-1	MILLING EXIST ASPH PAVT (1" AVG DEPTH)	Square Yard (s)	30000	$ 2.73	$ 81,900.00

Success: All values provided	#7-2	MILLING EXIST ASPH PAVT (1-1/4" AVG DEPTH)	Square Yard (s)	40000	$ 3.02	$ 120,800.00
Success: All values provided	#7-3	MILLING EXIST ASPH PAVT (1-1/2" AVG DEPTH)	Square Yard (s)	140000	$ 3.15	$ 441,000.00
Success: All values provided	#7-4	MILLING EXIST ASPH PAVT (2" AVG DEPTH)	Square Yard (s)	30000	$ 3.26	$ 97,800.00
Success: All values provided	#7-5	MILLING EXIST ASPH PAVT (2-1/2" AVG DEPTH)	Square Yard (s)	26000	$ 3.50	$ 91,000.00
Success: All values provided	#7-6	MILLING EXIST ASPH PAVT (3" AVG DEPTH)	Square Yard (s)	26000	$ 4.48	$ 116,480.00
Basket Total						$ 948,980.00

SUPERPAVE ASPHALT CONCRETE TYPES FROM 0 TO 100 TONS

Success: All values provided	#8-1	SUPERPAVE ASPH CONCRETE SP 9.5, TRAFFIC C	Ton (s)	150	$ 314.85	$ 47,227.50
Success: All values provided	#8-2	SUPERPAVE ASPH CONCRETE SP 12.5, TRAFFIC C	Ton (s)	150	$ 309.66	$ 46,449.00
Success: All values provided	#8-3	SUPERPAVE ASPH CONCRETE SP 12.5, TRAFFIC C, PG 76-22, PMA	Ton (s)	100	$ 289.10	$ 28,910.00
Basket Total						$ 122,586.50

SUPERPAVE ASPHALT CONCRETE TYPES FROM 101 TO 500 TONS

Success: All values provided	#9-1	**SUPERPAVE ASPH CONCRETE SP 9.5, TRAFFIC C**	Ton (s)	2500	$ 162.21	$ 405,525.00
Success: All values provided	#9-2	**SUPERPAVE ASPH CONCRETE SP 12.5, TRAFFIC C**	Ton (s)	1250	$ 160.76	$ 200,950.00
Success: All values provided	#9-3	**SUPERPAVE ASPH CONCRETE SP 12.5, TRAFFIC C, PG 76-22, PMA**	Ton (s)	600	$ 187.85	$ 112,710.00
Basket Total						**$ 719,185.00**

SUPERPAVE ASPHALT CONCRETE TYPES FROM 501 TO 1,000 TONS

Success: All values provided	#10-1	**SUPERPAVE ASPH CONCRETE SP 9.5, TRAFFIC C**	Ton (s)	3500	$ 171.20	$ 599,200.00
Success: All values provided	#10-2	**SUPERPAVE ASPH CONCRETE SP 12.5, TRAFFIC C**	Ton (s)	2000	$ 152.13	$ 304,260.00
Success: All values provided	#10-3	**SUPERPAVE ASPH CONCRETE SP 12.5, TRAFFIC C, PG 76-22, PMA**	Ton (s)	600	$ 181.82	$ 109,092.00
Basket Total						**$ 1,012,552.00**

SUPERPAVE ASPHALT CONCRETE TYPES OVER 1,000 TONS

Success: All values provided	#11-1	SUPERPAVE ASPH CONCRETE SP 9.5, TRAFFIC C	Ton (s)	15000	$ 170.73	$ 2,560,950.00
Success: All values provided	#11-2	SUPERPAVE ASPH CONCRETE SP 12.5, TRAFFIC C	Ton (s)	5000	$ 155.61	$ 778,050.00
Success: All values provided	#11-3	SUPERPAVE ASPH CONCRETE SP 12.5, TRAFFIC C, PG 76-22, PMA	Ton (s)	1100	$ 180.07	$ 198,077.00
Basket Total						$ 3,537,077.00

ASPHALT CONCRETE FRICTION COURSES FROM 0 TO 100 TONS

Success: All values provided	#12-1	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC 9.5, PG 76-22, PMA	Ton (s)	150	$ 342.98	$ 51,447.00
Success: All values provided	#12-2	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC 12.5, PG 76-22, PMA	Ton (s)	150	$ 335.43	$ 50,314.50
Success: All values provided	#12-3	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC 12.5, PG 76-22, PMA	Ton (s)	50	$ 713.27	$ 35,663.50
Basket Total						$ 137,425.00

ASPHALT CONCRETE FRICTION COURSES FROM 101 TO 500 TONS

Success: All values provided	#13-1	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC 9.5, PG 76-22, PMA	Ton (s)	2500	$ 209.86	$ 524,650.00
Success: All values provided	#13-2	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC 12.5, PG 76-22, PMA	Ton (s)	1000	$ 188.05	$ 188,050.00
Success: All values provided	#13-3	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC 12.5, PG 76-22, PMA	Ton (s)	450	$ 206.16	$ 92,772.00
Basket Total						$ 805,472.00

ASPHALT CONCRETE FRICTION COURSES FROM 501 TO 1,000 TONS

Success: All values provided	#14-1	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC 9.5, PG 76-22, PMA	Ton (s)	3500	$ 207.44	$ 726,040.00
Success: All values provided	#14-2	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC 12.5, PG 76-22, PMA	Ton (s)	2000	$ 188.71	$ 377,420.00
Success: All values provided	#14-3	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC 12.5, PG 76-22, PMA	Ton (s)	600	$ 186.22	$ 111,732.00
Basket Total						$ 1,215,192.00

ASPHALT CONCRETE FRICTION COURSES FROM 1,001 TO 5,000 TONS

Success: All values provided	#15-1	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC 9.5, PG 76-22, PMA	Ton (s)	10000	$ 204.96	$ 2,049,600.00
Success: All values provided	#15-2	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC 12.5, PG 76-22, PMA	Ton (s)	5500	$ 183.18	$ 1,007,490.00
Success: All values provided	#15-3	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC 12.5, PG 76-22, PMA	Ton (s)	1100	$ 182.27	$ 200,497.00
Basket Total						$ 3,257,587.00

MISCELLANEOUS

Success: All values provided	#16-1	ADJUST VALVE BOXES	Each	150	$ 34.01	$ 5,101.50
Success: All values provided	#16-2	MANHOLE, ADJUST	Each	150	$ 106.30	$ 15,945.00
Success: All values provided	#16-3	PIPE HANDRAIL - GUIDERAIL, STEEL	Linear Foot (Feet)	200	$ 132.87	$ 26,574.00
Success: All values provided	#16-4	PEDESTRIAN / BICYCLE RAILING, STEEL, 42" TYPE 1	Linear Foot (Feet)	175	$ 90.35	$ 15,811.25
Success: All values provided	#16-5	CONCRETE CURB & GUTTER, TYPE F	Linear Foot (Feet)	6500	$ 47.39	$ 308,035.00

Success: All values provided	#16-6	CONCRETE CURB & GUTTER, TYPE E	Linear Foot (Feet)	6300	$ 48.88	$ 307,944.00
Success: All values provided	#16-7	CONCRETE CURB, TYPE D	Linear Foot (Feet)	1250	$ 36.11	$ 45,137.50
Success: All values provided	#16-8	INTERSECTION VALLEY GUTTER, CONCRETE	Linear Foot (Feet)	1500	$ 51.85	$ 77,775.00
Success: All values provided	#16-9	SHOULDER GUTTER- CONCRETE	Linear Foot (Feet)	1500	$ 50.74	$ 76,110.00
Success: All values provided	#16-10	PAVEMENT CEMENT CONCRETE (6-INCH THICK MIN., 4000 PSI), INCLUDING MACRO SYNTHETIC FIBER REINFORCEMENT (1.5 LBS/CY, 1.5-INCH FORTA-FERRO) (DRIVEWAYS AND SIDEWALKS)	Square Yard (s)	8500	$ 146.36	$ 1,244,060.00
Success: All values provided	#16-11	PATTERNED PAVEMENT, VEHICULAR AREAS	Square Yard (s)	450	$ 212.59	$ 95,665.50
Success: All values provided	#16-12	DETECTABLE WARNINGS (TRUNCATED DOMES)	Square Foot (Feet)	3500	$ 23.92	$ 83,720.00
Success: All values provided	#16-13	PERFORMANCE TURF, SOD	Square Yard (s)	5600	$ 22.07	$ 123,592.00
Success: All values provided	#16-14	TREE TRIMMING	Each	60	$ 372.04	$ 22,322.40
Success: All values provided	#16-15	REMOVE AND REPLACE SPEED HUMP PER COUNTY INDEX 010	Each	35	$ 9,566.77	$ 334,836.95
Success: All values provided	#16-16	CONDUIT (F&I) (OPEN TRENCH)	Linear Foot (Feet)	425	$ 25.51	$ 10,841.75

Success: All values provided	#16-17	CONDUIT (F&I) (DIRECTIONAL BORE)	Linear Foot (Feet)	425	$ 53.15	$ 22,588.75
Success: All values provided	#16-18	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	Each	8	$ 2,245.00	$ 17,960.00
Success: All values provided	#16-19	ALUMINUM SIGNAL POLE, PEDESTAL	Each	8	$ 3,295.22	$ 26,361.76
Success: All values provided	#16-20	ALUMINUM SIGNAL POLE, REMOVE	Each	8	$ 531.49	$ 4,251.92
Success: All values provided	#16-21	VEHICULAR SIGNAL AUXILIARIES, REPAIR/REPLACE/RETROFIT - FURNISH & INSTALL, BACKPLATE-BLACK WITH REFLECT BORDER	Each	24	$ 1,205.41	$ 28,929.84
Success: All values provided	#16-22	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	Assembly	8	$ 2,178.03	$ 17,424.24
Success: All values provided	#16-23	PEDESTRIAN SIGNAL (F&I) (LED) (COUNTDOWN 1 WAY)	Assembly	8	$ 1,702.88	$ 13,623.04
Success: All values provided	#16-24	LOOP ASSEMBLY (F&I) (TYPE A)	Assembly	16	$ 2,717.57	$ 43,481.12
Success: All values provided	#16-25	LOOP ASSEMBLY (F&I) (TYPE B)	Assembly	16	$ 2,400.80	$ 38,412.80
Success: All values provided	#16-26	LOOP ASSEMBLY (F&I) (TYPE F)	Assembly	18	$ 2,934.41	$ 52,819.38
Success: All values provided	#16-27	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	Assembly	8	$ 1,169.27	$ 9,354.16

Success: All values provided	#16-28	TRAFFIC CONTROLLER ASSEMBLY, MODIFY ONLY - NO COMPONENTS ADDED	Assembly	8	$ 4,783.38	$ 38,267.04
Success: All values provided	#16-29	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	Assembly	60	$ 425.19	$ 25,511.40
Success: All values provided	#16-30	SINGLE POST SIGN, RELOCATE	Assembly	15	$ 212.59	$ 3,188.85
Success: All values provided	#16-31	SINGLE POST SIGN, REMOVE	Assembly	100	$ 42.52	$ 4,252.00
Success: All values provided	#16-32	DELINEATOR (FLEXIBLE) (HIGH VISIBILITY) MEDIAN	Each	40	$ 239.17	$ 9,566.80
Success: All values provided	#16-33	OBJECT MARKER, TYPE 1	Each	30	$ 212.59	$ 6,377.70
Success: All values provided	#16-34	OBJECT MARKER, TYPE 2	Each	40	$ 212.59	$ 8,503.60
Success: All values provided	#16-35	RAISED PAVEMENT MARKER, TYPE B	Each	7000	$ 5.85	$ 40,950.00
Success: All values provided	#16-36	THERMOPLASTIC STANDARD, WHITE, MESSAGE OR SYMBOL	Each	85	$ 225.62	$ 19,177.70
Success: All values provided	#16-37	THERMOPLASTIC STANDARD, WHITE, ARROW	Each	241	$ 99.27	$ 23,924.07
Success: All values provided	#16-38	TRAFFIC STRIPE SKIP THERMO 6" YELLOW	Linear Foot (Feet)	303147	$ 1.38	$ 418,342.86

Success: All values provided	#16-39	**TRAFFIC STRIPE SOLID THERMOPLASTIC WHITE 6"**	Linear Foot (Feet)	600000	$ 1.75	$ 1,050,000.00
Success: All values provided	#16-40	**THERMOPLASTIC SOLID WHITE 8"**	Linear Foot (Feet)	1500	$ 3.72	$ 5,580.00
Success: All values provided	#16-41	**THERMOPLASTIC SOLID WHITE 12"**	Linear Foot (Feet)	3200	$ 7.44	$ 23,808.00
Success: All values provided	#16-42	**THERMOPLASTIC SOLID WHITE 18"**	Linear Foot (Feet)	2600	$ 10.63	$ 27,638.00
Success: All values provided	#16-43	**THERMOPLASTIC SOLID WHITE 24"**	Linear Foot (Feet)	2600	$ 12.76	$ 33,176.00
Success: All values provided	#16-44	**THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS-SURFACE TO REMAIN**	Square Foot (Feet)	2600	$ 2.66	$ 6,916.00
Success: All values provided	#16-45	**TRAFFIC STRIPE SOLID THERMOPLASTIC YELLOW 6"**	Linear Foot (Feet)	40000	$ 4.00	$ 160,000.00
Success: All values provided	#16-46	**THERMOPLASTIC PREFORMED WHITE, SOLID 12" FOR CROSSWALK**	Linear Foot (Feet)	13000	$ 13.88	$ 180,440.00
Success: All values provided	#16-47	**THERMOPLASTIC SOLID YELLOW 18"**	Linear Foot (Feet)	4000	$ 15.94	$ 63,760.00
Success: All values provided	#16-48	**THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK**	Linear Foot (Feet)	11000	$ 24.51	$ 269,610.00

Success: All values provided	#16-49	THERMOPLASTIC PREFORMED, WHITE ARROWS (FOR SPEEDHUMP)	Each	600	$ 451.24	$ 270,744.00
Success: All values provided	#16-50	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	Each	40	$ 586.61	$ 23,464.40
Basket Total						$ 5,781,877.28

Grand Total	$ 21,959,300.78

AGENDA ITEM NO. G.4

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: October 7, 2025

SUBMITTED BY: Jeffrey Agrall, Public Works

ITEM TYPE: Contracts

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Authorize the City Manager to approve the Purchase Order to Johnson Bros. Corporation and Hydraulic Supply to remove, rebuild, and reinstall fifteen (15) Hydraulic Cylinders for the Bascule Bridge in the amount of $674,896.

BACKGROUND: The City of Treasure Island's Bascule Bridge has four (4) leaf spans which allow traffic to pass over the waterway. Each leaf span has four (4) hydraulic cylinders, two (2) that allow the opening of the bridge, and two (2) that lower the leaf span back into place. The operation of the bridge requires all sixteen (16) hydraulic cylinders to be fully functioning with adequate redundancy. During a routine inspection of the hydraulic system, it was noted that one (1) cylinder was leaking hydraulic fluid. The cylinder was removed overnight, inspected, rebuilt, and reinstalled.

Subsequently, additional seal problems were identified with the hydraulic cylinders which need to be addressed.

POLICY/PURPOSE: To Authorize the City Manager to approve the Purchase Order to Johnson Bros. Corporation and Hydraulic Supply to remove, rebuild, and install fifteen (15) Hydraulic Cylinders for the Bascule Bridge in the total amount of $674.896.00.

STRATEGIC PLAN RELEVANCE: Objective 2: Fully fund the maintenance of the Bascule Bridge.

ANALYSIS/DISCUSSION: After inspecting the seals of the hydraulic cylinder that had been remove and rebuilt, it was determined that the seals are at the end of their useful life and are becoming brittle and

breaking into pieces, allowing hydraulic fluid to leak.

The Bascule Bridge hydraulic cylinders are designed so that in an emergency, one (1) cylinder can be removed from a leaf span and still maintain operation. Therefore, it is proposed that the City's contractor will remove two (2) cylinders at a time, one (1) per leaf span. The bridge will return to normal operation once the removal is completed. The removed cylinders will be taken to the hydraulic repair shop for refurbishment of seals, valves and associated hydraulic system components.

As previously performed, the removal of the hydraulic cylinders will be conducted between 10 pm and 6 am. The Bascule Bridge will need to be closed to vehicle traffic in both directions. The leaf spans will need to be in the open position, and a crane will be positioned on the opposite lane to remove the hydraulic cylinder.

Following repairs to the hydraulic cylinders, they will be reinstalled sequentially to allow for completion of the project. A two-week advance notification will be provided to the island residents once the construction schedule is finalized, and closures are imminent.

FUNDING: Funding is available in the Causeway Account 001-5411-63422

MOTION: I move that the City Commission approve the authorization of a Purchase Order to Johnson Bros. Corporation and Hydraulic Supply to remove, rebuild, and reinstall fifteen (15) Hydraulic Cylinders for the Bascule Bridge in the total amount of $674,869.00.

ATTACHMENTS:
Johnson Brothers Quote.png
Hydraulic Supply Quote.pdf

1st Mob	Mobilize		$ 2,500.00
	Schedule 1 (Monday-Thursday)		
	Night 1: Remove 2 cylinders		$ 24,100.00
	Night 2: Remove 2 cylinders		$ 24,100.00
	Night 3: Remove 2 cylinders		$ 24,100.00
	Night 4: Remove 2 cylinders		$ 24,100.00
	Demobilize		
2nd Mob	Mobilize		$ 2,500.00
	Schedule 2 (Monday-Thursday)		
	Night 1: Install 2 cylinders		$ 21,600.00
	Night 2: Install 2 cylinders		$ 21,600.00
	Night 3: Install 2 cylinders		$ 21,600.00
	Night 4: Install 2 cylinders		$ 21,600.00
	Demobilize		
3rd Mob	Mobilize		$ 2,500.00
	Schedule 3 (Monday-Thursday)		
	Night 1: Remove 2 cylinders		$ 24,100.00
	Night 2: Remove 2 cylinders		$ 24,100.00
	Night 3: Remove 2 cylinders		$ 24,100.00
	Night 4: Remove 1 cylinder		$ 19,100.00
	Demobilize		
4th Mob	Mobilize		$ 2,500.00
	Schedule 4 (Monday-Thursday)		
	Night 1: Install 2 cylinders		$ 21,600.00
	Night 2: Install 2 cylinders		$ 21,600.00
	Night 3: Install 2 cylinders		$ 21,600.00
	Night 4: Install 1 cylinder		$ 17,100.00
	Demobilize		
	Total		**$ 366,100.00**

SERVICE QUOTATION

HYDRAULIC SUPPLY COMPANY
HYDRAULIC SUPPLY COMPANY
7200 DR. M.L.K. JR BLVD E.
TAMPA, FL 33619
US
813-402-4130

Service Order Number	
3748483	
Order Date	Page
07/15/2025 12:57:48	1 of 3

Quote Expires On: 08/14/2025

Receipt # **201613**

Bill To:

TREASURE ISLAND
120 -108TH AVE
TREASURE ISLAND, FL 33706
US

727-547-4575

Ship To:

TREASURE ISLAND
120 -108TH AVE
TREASURE ISLAND, FL 33706
US

Requested By: Treasure Island

Customer ID: 12276

PO Number	*Taker*
	Adolfo Serrano

Quantities					*ItemID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extented Price*
To Service	*Requested*	*Allocated*	*UOM* / *Unit Size*	*Disp.*				
					Order Note: THIS QUOTE IS THE REMOVAL, REPAIR AND INSTALLATION OF 15 CYLINDERS. WE WILL BE DOING TWO CYLINDERS AT A TIME AND THE LAST NIGHT WILL ONLY BE ONE CYLINDER REMOVAL TWO BIG CYLINDERS, REPAIR AND REINSTALL			
					**********Service Item**********			
1			EA		FIELD SERVICE		308,796.0000	308,796.00
			1.0		SERVICE ITEM - HYDRAULIC SERVICE			

Serial Number: 201613

SERVICE QUOTATION

HYDRAULIC SUPPLY COMPANY
HYDRAULIC SUPPLY COMPANY
7200 DR. M.L.K. JR BLVD E.
TAMPA, FL 33619
US
813-402-4130

Service Order Number	
3748483	
Order Date	Page
07/15/2025 12:57:48	2 of 3

Quote Expires On: 08/14/2025

Receipt # **201613**

Quantities					ItemID / Item Description	Pricing UOM / Unit Size	Unit Price	Extented Price
To Service	Requested	Allocated	UOM Unit Size	Disp.				

Order Line Notes:

TWO TECHNICIANS TRAVEL FROM TAMPA TO TREASURE ISLAND AFTER HOURS TO REMOVE TWO CYLINDERS. DISCONNECT HOSES, REMOVE PINS, MANIFOLDS AND BOTH CYLINDERS. LOAD CYLINDERS ONTO TRAILER AND STRAP IT DOWN TO TRANSPORT IT TO TAMPA FOR MAINTENANCE.

-

ONCE AT SHOP WE WILL DISASSEMBLE BOTH CYLINDERS AND INSPECT CYLINDERS, CLEAN CYLINDERS, CYLINDER GLAND AND BLIND END CAP.

-

CONTINUE WITH THE CLEANING OF THE CYLINDERS AND PARTS, WIRE WHEEL AND SAND BLAST ALL BOLTS AND PARTS. CLEAN MANIFOLDS AND ORDER NEW VALVES FOR THE MANIFOLDS AND ORDER NEW SEALS FOR THE CYLINDERS.

-

ONCE ALL SEALS ARRIVE, WE WILL REASSEMBLE CYLINDERS AND TEST CYLINDERS WITH AIR FOR ONE HOUR AND THAN WE WILL TEST THE CYLINDERS WITH OIL. (TEST AT 3000 PSI). SAND AND PAINT CYLINDERS.

-

ONCE THE VALVES ARRIVE FOR THE MANIFOLDS, WE WILL INSTALL THE VALVES, SAND AND PAINT MANIFOLDS. WE WILL REPLACE ALL ORINGS IN THE MANIFOLDS AND PIPING.

-

ONCE JP INFORMS US OF THE DATE TO INSTALL BOTH CYLINDERS. (AFTER HOURS). WE WILL LOAD CYLINDERS AND MANFOLDS ONTO TRAILER AND TRAVEL FROM TAMPA TO TREASURE ISLAND BRIDGE. UPON ARRIVAL WE POSITION TRAILER ON THE BRIDGE SO CRANE COULD LIFT CYLINDERS. CLEAN PINS AND RIG CYLINDERS BACK IN. PUT PINS

SERVICE QUOTATION

HYDRAULIC SUPPLY COMPANY
HYDRAULIC SUPPLY COMPANY
7200 DR. M.L.K. JR BLVD E.
TAMPA, FL 33619
US
813-402-4130

Service Order Number	
3748483	
Order Date	Page
07/15/2025 12:57:48	3 of 3

Quote Expires On: 08/14/2025

Receipt # **201613**

Quantities					ItemID / Item Description	Pricing UOM / Unit Size	Unit Price	Extented Price
To Service	Requested	Allocated	UOM Unit Size	Disp.				
					BACK INTO CYLINDERS. SET MANIFOLDS ON CYLINDERS AND HOOK UP HOSES BACK ON. OPEN VALVES AND TEST BRIDGE. ONCE BRIDGE IS WORKING AS IT SHOULD, WE WILL CLEAN UP WORK AREA AND TRAVEL BACK TO TAMPA.			
					**********Service Part**********			
					**********Service Labor**********			

Total Lines: 1

SUB-TOTAL:	308,796.00
TAX:	0.00
AMOUNT DUE:	308,796.00
	U.S. Dollars

There are no charges for inspection and/or quotation unless specified. Reassemby for non-approved items may carry additional charges.
If the part is not picked up after 30 days, it will be discarded.
Non-stock material is not returnable.
Hydraulic Supply standard terms and conditions apply and are located on our website: www.hydraulic-supply.com/terms-and-conditions

AGENDA ITEM NO. G.5

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 7, 2025
SUBMITTED BY:	Jeffrey Agrall, Public Works
ITEM TYPE:	Contracts
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Award Contracts for As-Needed Electrical Services to USA Voltage, LLC and Tamco Electric, Inc. to provide continuing electrical services to the City.

BACKGROUND:

Throughout the year, Public Works requires electrical services for the repair or installation of electrical equipment at various City owned and operated facilities. Difficulties with obtaining timely quotes from 3 local electrical companies to address City procurement procedures has led to the use of continuing services contracts. The recommended award of this continuing electrical services contract will eliminate the requirement to secure a minimum of three bids for all miscellaneous electrical service needs.

POLICY/PURPOSE:

Award the Ongoing Electrical Services Contract to two vendors who provided bids for competitive pricing, service availability, and capacity to meet the City's operational and maintenance needs.

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

ANALYSIS/DISCUSSION:

On August 18, 2025, the Public Works Department advertised the release of Request for Proposal for Electrical Services. The work for this contract includes replacing/installing lights and ballasts in City buildings and facilities, upgrading service when replacing Air Conditioning and other systems, such as outdoor lighting, irrigation system components and troubleshooting and repair of sewer lift stations.

On September 12, 2025, there was a public opening of the Bid Documents at which time responsive bids were obtained from USA Voltage, LLC and Tamco Electric, Inc. The results from the two bids are as follows:

Bid Prices
(Average hourly rate for all three years)
Markup on parts and materials)

1. Tamco Electric, Inc $ 77/hour
   12%
2. USA Voltage, LLC $ 75/hour
   5%

Public Works staff has determined it is in the best interests of the City to award contracts to both electrical services contractors. (See Exhibit 1 and Exhibit 2). This authorization will allow for City departments to utilize these contractors to provide electrical services to address operational and maintenance needs.

FUNDING:

Funding for this work will be provided from various funds and departmental accounts throughout the City.

MOTION:

I move to approve the Award of Contracts for as-needed electrical services to USA Voltage, LLC. and Tamco Electric, Inc. to provide continuing electrical services to the City.

ATTACHMENTS:
Tamco Proposal Forms - Sec. 3.PDF
Tamco Proposal Schedule.XLSX

USA Voltage Proposal.pdf
USA Voltage Proposal Schedule.pdf

SECTION III
PROPOSAL FORMS

PROPOSAL SHEET

QUALIFICATIONS STATEMENT

SUBMITTED BY:

Official Name of Firm: TAMCO ELECTRIC, INC

Address: P.O. BOX 579
SEFFNER, FL 33583

SUBMITTED TO: City of Treasure Island – RFP 25-015

SUBMITTED FOR: Electrical Services

PROPOSER'S CONTACT INFORMATION:

Contact Person: ALFRED TRUJILLO JR

Title: PRESIDENT

Phone: 813-918-8489

Email: ATRUJILL@TAMPABAY.RR.COM

Signature:

AFFILIATED COMPANIES:

Name:

Address:

TYPE OF ORGANIZATION: *(select one)*

SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

PARTNERSHIP

Date of Organization: _____

Type of Partnership (General or Limited): _____

Name and Address of Each Partner: _____

_____

CORPORATION

State of Incorporation: FLORIDA

Date of Incorporation: 05/16/1972

Executive Officers:

Chief Executive Officer: _____

- President: ALFRED TRUJILLO JR

- Vice President(s): ALFRED TRUJILLO III

_____

_____

- Treasurer: _____

- Secretary: DANIEL F HACKETT

LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

JOINT VENTURE

State of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

PROPOSERS GENERAL INFORMATION

Type of License: ELECTRICAL CONTRACTOR

License Number: EC-0002483

Years of Business under License Number: 31

If nonresident, proof of authority to do business in the State of Florida. Attach with form submission.

Is this organization an equal employment opportunity employer? (YES) NO

Does this organization have a Drug-Free Workplace program pursuant to Section 287.087, Florida Statutes? If yes, include Attachment in this Section.
(YES) NO

CERTIFICATIONS CERTIFIED BY:

Disadvantaged Business Enterprise: _____

Minority Business Enterprise: HILLSBOROUGH COUNTY

Woman Owned Business Enterprise: _____

Small Business Enterprise: HILLSBOROUGH COUNTY

Other (_____): _____

PROPOSERS SPECIFIC INFORMATION

Previous Experience:

Has any firm listed ever failed to complete a contract awarded to it?
YES (NO)

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a contract awarded to them in their name or when acting as a principal of another entity?
YES (NO)

If YES to either of the two questions above, list as an attachment and state why. Include each project's contact information.

ALCOHOL & DRUGS POLICY

Company Name ("**Tamco Electric, Inc.**") provides a work environment which aims to ensure the health, safety, respect and productivity of all employees. The Company acknowledges that the use of drugs and alcohol may impair an individual's capacity to perform their job safely, efficiently and with respect for work colleagues and customers.

The use of such substances may result in the risk of injury or a threat to the wellbeing of the impaired employee, other employees, and customers as well as members of the public.

The Company has an obligation under work health and safety legislation to provide a safe work environment.

The purpose of this policy is to maintain a work environment that is free from the negative effects of drug and alcohol use.

The Company policy is that employees must not be under the influence of alcohol or drugs when performing any work duties for the Company, at the workplace or otherwise, including (but not limited to) the circumstances set out below. Employees must not commence work or return to work whilst under the influence of alcohol or drugs.

The consequences of breaching this policy will include disciplinary action up to and including termination of employment.

In so far as this policy imposes any obligations on the Company, those obligations are not contractual and do not give rise to any contractual rights. To the extent that this policy describes benefits and entitlements for employees, they are discretionary in nature and are also not intended to be contractual. The terms and conditions of employment that are intended to be contractual are set out in your written employment contract.

The Company may unilaterally introduce, vary, remove or replace this policy at any time.

USE OF COMPANY VEHICLES

Company vehicles are not to be driven by anyone who is under the influence of alcohol or drugs. The Company will not accept liability for any damage to a company vehicle, injury to any person, or damage or injury to any third party, incurred while the driver of the Company vehicle is in breach of this policy or of the law. All liabilities shall rest with the person operating the Company vehicle

MACHINERY

No machinery is to be operated or used by anyone who is under the influence of alcohol or drugs.

PRESCRIPTION DRUGS

If you take prescription drugs, please check with your doctor to establish if the use of the drug will impact on your work performance and particularly your ability to operate machinery or drive vehicles. If it will, please obtain this advice in writing from your doctor and provide it to your manager or supervisor before undertaking any work that may be impacted by you taking prescription drugs.

SMOKING

The Company observes a no smoking policy in all premises, including in Company vehicles. Should employees wish to smoke, they are to do so away from the Company premises and on their own break times, not during working hours.

OTHER POLICIES

Employees and staff are encouraged to read this policy in conjunction with other relevant Company policies, including:

- Code of Conduct;
- Workplace Health and Safety Policy.

The undersigned, as Proposer, declares that no person other than the Proposer has any interest in this solicitation or in the contract to be executed, and that it is made without any connection with any other person or persons submitting a proposal for the same articles, and it is in all respects fair and without collusion or fraud. More than one proposal received for the same work from an individual, firm, partnership, corporation or joint venture under the same name nor different names will not be considered. Reasonable grounds for believing that any Proposer has interest in more than one proposal for the same work will cause the rejection of all Proposals in which the Proposer is interested. If there are reasonable grounds for believing collusion exists among Proposers, the Proposals of participants will not be considered.

The undersigned further declares that he/she has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. The Proposer, by signing below, accepts all of the terms and conditions of the proposal and makes all representations required by the General Conditions.

The Proposer agrees if this proposal is accepted to contract with the City of Treasure Island, Florida, in the form of contract specified, to furnish all material, equipment, machinery, tools, apparatus, means of transportation and labor necessary to provide the work in the Proposal.

TAMCO ELECTRIC, LLC
COMPANY NAME

ALFRED TRUJILLO JR
NAME (PRINT)

PRESIDENT
TITLE

SIGNATURE

9-11-2025
DATE

Exhibit A: Proposal Schedule

Electrical Services | RFP 25-015

Item Description	Unit Price
(1) Year One	
a. Straight-Time Labor, per hour	**$ 73.00**
b. After-Hours Labor, per hour	**$ 109.50**
c. Supplies - cost plus x%	**11%**

Item Description	Unit Price
(2) Year Two	
a. Straight-Time Labor	**$ 77.00**
b. After-Hours Labor	**$ 115.50**
c. Supplies - cost plus x%	**12%**

Item Description	Unit Price
(3) Year Three	
a. Straight-Time Labor	**$ 81.00**
b. After-Hours Labor	**$ 121.50**
c. Supplies - cost plus x%	**13%**

RESPONSE TIME (REQUIRED):	**Yes / No**
Can your company maintain a four-hour (4-hour) response time when called for service?	**Yes**
If No, what is the response time for service?	

COMPANY NAME:

Tamco Electric, Inc.

Price Acceptance Period - prices will remain valid for 90 days after the proposal due date or for such longer period of time that Proposer may agree to in writing upon request by the City.

FILLABLE CELLS

CITY OF TREASURE ISLAND

REQUEST FOR PROPOSALS NO. 25-015

Electrical Services

ISSUED August 18, 2025

RESPONSES DUE September 12, 2025, by 2 PM

City of Treasure Island
10451 Gulf Boulevard
Treasure Island, Florida 33706
www.myTreasure Island.org

THE CITY OF TREASURE ISLAND, FLORIDA

Request for Proposals No: 25-015

Electrical Services

Sealed Proposals may be hand-delivered or mailed to City of Treasure Island City Hall, 10451 Gulf Boulevard, Treasure Island, FL 33706 to the attention of David Green, Assistant Finance Director or submitted online via DemandStar. All proposals, **one (1) with original signature, and one (1) additional digital (PDF) version of the original** must be received before the closing date and time. All Proposals must be submitted on the City's official Proposal Form. **All envelopes must be clearly marked "Electrical Services"**. Proposers submitting via DemandStar do not need to submit original hard copies, must submit all requirements via DemandStar, and must submit before the stated closing date.

IMPORTANT DATES

August 18	Solicitation posted
August 29	Questions Due @ Noon
September 5	Answers posted by 5pm*
September 12	**Closing Date / Proposal Opening 2pm**
October 7	Commission Award of Contract*

**Tentative and subject to change*

Any proposals received after the specified date and time will not be considered. The public meeting to open all proposals will be held shortly after the closing date/time at the City of Treasure Island Helm Boardroom, Third Floor, located at 10451 Gulf Boulevard, Treasure Island, FL.

The City of Treasure Island is committed to ensuring that all solicitation documents are available and accessible to the public at-large. However, should you experience any difficulty in accessing any of these solicitation documents, please contact the City's Assistant Finance Director.

The RFP document may be obtained from the Internet via the City's Website www.mytreasureisland.com or from DemandStar. Questions concerning the RFP should be submitted by email to dgreen@mytreasureisland.org by August 29, 2025, at 12 PM. All questions will be answered and posted on the City's website and Vendor Registry by September 5, 2025, at 5 PM.

The City of Treasure Island reserves the right to accept or reject any or all Proposals, to waive technical errors irregularities, or informalities in any Proposals received, and to accept the Proposal which is deemed by the City to best serve the City.

SECTION II
GENERAL INSTRUCTIONS

Proposal Format
All Proposals must be typewritten. Legibility, clarity, and completeness are essential. The Proposal must be signed by individual(s) legally authorized to bind the Contractor.

Submission Procedures — Mailed/Delivered (Option 1) or via DemandStar (Option 2)

Proposers must either submit everything via Option 1 **or** Option 2. Proposals submitted using both options risk being deemed non-compliant.

OPTION 1
One (1) original version of all documents with signature and one (1) digital (PDF) version of the original are to be submitted in a sealed envelope to:

Assistant Finance Director
City of Treasure Island
10451 Gulf Boulevard
Treasure Island, FL 33706

To prevent opening by unauthorized individuals, your proposal should be identified as follows:

THE CITY OF TREASURE ISLAND, FLORIDA
Attn: Assistant Finance Director

RFP No. 25-015

Name of Contractor: USA Voltage, LLC

Point of Contact: Darrell Heard

Electrical Services

OPTION 2
Proposers may also submit **all** required documents via DemandStar and forgo the delivery or shipping of an original hard copy. This is a voluntary option being made available to all proposers.

Additional Information and Specification Changes
Request for additional information and questions should be addressed to David Green, Assistant Finance Director, by email at dgreen@mytreasureisland.org. Questions and requests for additional information must be submitted by email by the date and time prescribed. Only written interpretations or answers made to any Proposer as to the meaning or specifications of the scope of this RFP will be binding. It is further the responsibility of each Proposer to determine whether any addenda have been issued to this RFP and to incorporate any such addenda into the submission of qualifications.

SECTION I
SCOPE OF WORK

1. BACKGROUND

The City of Treasure Island seeks to contract with a qualified vendor(s) to perform routine to complex electrical services work at City facilities. Work shall include providing electrical wiring and service repair and upgrade, replacing/installing light fixtures and ballasts in City buildings and facilities, upgrading service associated with the replacement of Air Conditioning and other components/systems, including but not limited to outdoor lighting, irrigation system control valves and controllers, general electrical safety training, and troubleshooting and repair of sewer lift station service and controls.

The City is looking to contract with one or more companies to provide as-needed electrical contracting services. Being a full-service City with numerous facilities of various sizes and different functions, the awarded vendor(s) should have experience working in similar circumstances. In addition to the Proposal Schedule that must accompany all responses, proposers must also sign the General Conditions Acknowledgement and Response Time request included on the Exhibit A Proposal Schedule.

2. GENERAL SCOPE

Submissions

1. To be considered, a proposer must complete the Proposal Schedule in Exhibit A; proposers are **required** to fill out and submit proposal information using the attached Excel file
2. Proposals shall be submitted as line-item details of the items listed in the Proposal Schedule. Proposals shall be inclusive of all materials, labor, equipment, taxes and all costs necessary and incidental to furnish a complete project as outlined in the Scope of Work
3. Provide a **list of at least two (2) references** from other similar entities (e.g. city, county, school, etc.) for similar work.

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Evaluation Criteria

Evaluation Components	Component Criteria	Decision Weight
Firm Experience		45%
Proposed Compensation		45%
Responsiveness		10%
MAXIMUM POINTS		**100%**

SECTION III
PROPOSAL FORMS

PROPOSAL SHEET

QUALIFICATIONS STATEMENT

SUBMITTED BY:

Official Name of Firm: USA Voltage, LLC

Address: 11060 70th Ave. N.

Seminole, FL 33772

SUBMITTED TO: City of Treasure Island – RFP 25-015

SUBMITTED FOR: Electrical Services

PROPOSER'S CONTACT INFORMATION:

Contact Person: Darrell Heard

Title: President

Phone: (248)343-5079 C (or) (727)914-8900

Email: usavoltage1@gmail.com

Signature:

AFFILIATED COMPANIES:

Name:

Address:

TYPE OF ORGANIZATION: *(select one)*

SOLE PROPRIETORSHIP

Name of Owner: Darrell Heard

Doing Business As: USA Voltage

Date of Organization: September 28, 2012

PARTNERSHIP

Date of Organization: _____

Type of Partnership (General or Limited): _____

Name and Address of Each Partner:

_____

_____

CORPORATION

State of Incorporation: _____

Date of Incorporation: _____

Executive Officers:

Chief Executive Officer: _____

- President: _____

- Vice President(s): _____

_____

_____

- Treasurer: _____

- Secretary: _____

LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

JOINT VENTURE

State of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

PROPOSERS GENERAL INFORMATION

Type of License: Electrical

License Number: EC-13004856

Years of Business under License Number: 13

If nonresident, proof of authority to do business in the State of Florida. Attach with form submission.

Is this organization an equal employment opportunity employer? (YES) NO

Does this organization have a Drug-Free Workplace program pursuant to Section 287.087, Florida Statutes? If yes, include Attachment in this Section.
(YES) NO

CERTIFICATIONS CERTIFIED BY:

Disadvantaged Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Business Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

PROPOSERS SPECIFIC INFORMATION

Previous Experience:

Has any firm listed ever failed to complete a contract awarded to it?
YES (NO)

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a contract awarded to them in their name or when acting as a principal of another entity?
YES (NO)

If YES to either of the two questions above, list as an attachment and state why. Include each project's contact information.

The undersigned, as Proposer, declares that no person other than the Proposer has any interest in this solicitation or in the contract to be executed, and that it is made without any connection with any other person or persons submitting a proposal for the same articles, and it is in all respects fair and without collusion or fraud. More than one proposal received for the same work from an individual, firm, partnership, corporation or joint venture under the same name nor different names will not be considered. Reasonable grounds for believing that any Proposer has interest in more than one proposal for the same work will cause the rejection of all Proposals in which the Proposer is interested. If there are reasonable grounds for believing collusion exists among Proposers, the Proposals of participants will not be considered.

The undersigned further declares that he/she has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. The Proposer, by signing below, accepts all of the terms and conditions of the proposal and makes all representations required by the General Conditions.

The Proposer agrees if this proposal is accepted to contract with the City of Treasure Island, Florida, in the form of contract specified, to furnish all material, equipment, machinery, tools, apparatus, means of transportation and labor necessary to provide the work in the Proposal.

USA Voltage, LLC

COMPANY NAME

Darrell Heard

NAME (PRINT)

President

TITLE

SIGNATURE

9/8/25

DATE

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE PROPOSALS: Pursuant to Section 287.087 of the Florida Statutes, preference will be given to businesses with Drug-Free Workplace Programs. Whenever two or more submissions which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a Drug-Free Workplace Program will be given preference in the award process. Established procedures for processing tie Proposals will be followed in the event that none of the tied Proposers have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business must:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under the proposal a copy of the statement specified in subsection (1).
4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction or plea.
5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or who has pled.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

_____ _____

Signature Date

Darrell Heard

_____

Printed Name

ADDENDA ACKNOWLEDGEMENT FORM

This form must be submitted with all Qualifications Statements, regardless of whether any addendum was issued or not.

ACKNOWLEDGEMENT is hereby made of receipt of the following addenda issued during the response period, if any:

	Signature	**Date**
Addendum No. 1	_____	_____
Addendum No. 2	_____	_____
Addendum No. 3	_____	_____
Addendum No. 4	_____	_____
Addendum No. 5	_____	_____
Addendum No. 6	_____	_____

PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES.

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Treasure Island
(Print name of the public entity)
by Darrell Heard, President
(Print individual's name and title)
for USA Voltage, LLC
(Print name of entity submitting sworn statement)
whose business address is 11060 70th Ave. N., Seminole, FL 33772

and (if applicable its Federal Employer Identification Number) is 46-08776653
(if the entity has no FEIN, include the Social Security Number of the

individual signing this sworn statement:_____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes, means: a predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives' partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in paragraph 287.133(1)(e), Florida Statues, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract in which it proposes

or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. I understand that a person or affiliate who has been placed on the convicted vendor list following the conviction for a public entity crime, may not submit a bid, proposal or reply on a contract to provide goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or Consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount as provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
7. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting the sworn statement. (Please indicate which statement applies.)

☑ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☑ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☑ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholder, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer and the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALANDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me by means of (select one:) [ ] physical presence or [ ] online notarization, this 8th day of September, 2025, by _____, who is [select one:]

[X] personally known to me –**or**— [X] has produced a Florida driver's license as identification.

Personally known_____

OR Produced Identification H630-170-67176

Driver's License
(Type of identification)

_____
Notary Public – State of Florida
My Commission Expires 9-6-28

DOROTHY K. BROWN
MY COMMISSION # HH 524220
EXPIRES: September 6, 2028

Dorothy K. Brown
(Printed, typed or stamped commissioned name of notary public)

ANTI-HUMAN TRAFFICKING AFFIDAVIT

Instructions: This form must be completed by an officer or representative of an entity entering into, renewing, or extending, a contract with the City of Treasure Island.

The undersigned, on behalf of USA Voltage, LLC ("Contractor"), hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City of Treasure Island from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:

- **"Coercion"** means: **(1)** using or threatening to use physical force against any person; **(2)** restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; **(3)** using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; **(4)** destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; **(5)** causing or threatening to cause financial harm to any person; **(6)** enticing or luring any person by fraud or deceit; or **(7)** providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
- **"Labor"** means work of economic or financial value.
- **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, hereby represent that I make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of Vendor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.**

Authorized Signature: _____ Date: 9/8/25

Printed Name: Darrell Heard Title: President

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 8 day of September, 2025, by DARRELL HEARD, as owner on behalf of the company/corporation. They ☐ are personally known to me or ☒ have produced Drivers Lic # H630-170-67176 as identification.

Dorothy K Brown
Signature of Notary Public

Dorothy K Brown
Name of Notary Typed, Printed or Stamped

My Commission Expires: 9-6-2028

DOROTHY K. BROWN
MY COMMISSION # HH 524220
EXPIRES: September 6, 2028

SECTION IV
GENERAL CONDITIONS

To ensure acceptance, all contractors submitting proposals to the City of Treasure Island ("City") will be governed by the following conditions, prescribed specifications, and enclosed proposal form(s) unless otherwise specified. Proposals not submitted on the proposal form(s) provided or not complying with these conditions will be subject to rejection.

1. **Interpretations.** All questions concerning the specifications or conditions will be directed by email to David Green, Assistant Finance Director at dgreen@mytreasureisland.com. Interpretations will be posted on the City's DemandStar portal. The City will not be responsible for any other explanation or interpretation. Only questions answered in writing will be binding. Oral and other representations, interpretations, or clarifications will be without legal effect.

2. **Proposer Representations.** It is the responsibility of each proposer before submitting to:

A. examine and carefully study the RFP, and any data and reference items identified in the RFP;

B. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

C. agree that at the time of submitting its Proposal no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Proposal for performance of the work at the price proposed and within the times required, and in accordance with the other terms and conditions of the RFP;

D. promptly give the City written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer discovers in the RFP and confirm that the written resolution thereof by the City is acceptable to Proposer;

E. determine that the provisions of the RFP documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

F. agree that the submission of a Proposal constitutes an incontrovertible representation by Proposer that Proposer has complied with every requirement of the RFP, that without exception the Proposal and all prices in the Proposal are premised upon performing and furnishing the Work required by the RFP and that the RFP documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance of the Work.

3. **Proposer's Certifications.**

A. The Proposer certifies the following:
   1) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
   2) Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal;
   3) Proposer has not solicited or induced an individual or entity to refrain from proposing; and

4) Proposer has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
   i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposing process;
   ii. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the proposing process to the detriment of the City, (b) to establish proposal prices at artificial non-competitive levels, or (c) to deprive the City of the benefits of free and open competition;
   iii. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without the knowledge of the City, a purpose of which is to establish proposal prices at artificial, non-competitive levels; and
   iv. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposing process or affect the execution of the Contract.

B. All required sales and use taxes are included in the stated price for the work unless provision is made herein for the Proposer to separately itemize the estimated amount of sales tax.
C. Proposer is not currently and has not been on the convicted vendor list within the last 36 months.
D. Proposer is not on the Scrutinized Companies that Boycott Isreal List, or engaged in a boycott of Isreal, or on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list or engaged in business operations in Cuba or Syria.
E. Proposer is and will comply with all local, state, federal directives, orders, and Laws and Regulations as applicable to this Proposal and Contract including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE) and OSHA.
F. Proposer will submit written evidence of its authority to do business in the State of Florida no later than the date of its execution of the Agreement.
G. Proposer certifies, represents, and warrants that it is not affiliated with a foreign country of concern, as such countries are identified in section 287.138(1), Florida Statutes. Proposer certifies, represents, and warrants that: (a) Proposer is not owned by a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in Proposer; and (c) Proposer is not organized under the laws of or has its principal place of business in a foreign country of concern.

4. **Response Preparation Expenses.** Each respondent preparing a proposal in response to this request will bear all expenses associated with their preparation. Respondents shall prepare a response with the understanding that no claims for reimbursement may be submitted to the City for the expense or presentation.

5. **Sealed Proposals.** All mailed/delivered Proposal Forms and required documents must be submitted in a sealed envelope. An authorized representative of the respondent must sign all forms. The face of the envelope must be plainly marked identifying the item(s) and the date of the proposal closing. No proposals will be accepted after closing time for receipt of proposals, nor will any offers by telephone, fax or e-mail be accepted.

6. **Intent of Specifications.** It is the intent of the specifications to describe a certain item(s) or service(s) to be purchased by the City including all materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the item(s) or service(s).

7. **Exceptions to Specifications.** During the drafting of written specifications, a sincere effort is made to describe products and services best suited to the needs of the City; however, in order that due consideration be given in evaluating Proposals, any exceptions to or deviations from the specifications as written must be noted and fully explained. The City Manager is the final authority in determining the acceptability of any exceptions to specifications.

8. **Approved Equivalents or Equals.** Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only, and are not intended to limit competition. The respondent may offer any brand for which he is an authorized representative, which meets or exceeds the specifications as written. If the Proposal is based on an "approved equivalent or equal" item, supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the Proposal. The respondent must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City reserves the right to determine acceptance of proposed equivalent of equal items.

9. **Delivery.** Proposals include all freight costs to Treasure Island, Florida to a point(s) specified in the Contract or specified at the time the purchase order is placed. No title to the item(s) ordered or any risk of loss will be passed to the City until after receipt of delivery has been acknowledged by authorized representative of the City.

10. **Mistakes.** Proposers are expected to examine the conditions, scope of work, prices, extensions, and all instructions pertaining to the item(s) involved. Failure to do so will be at the Proposer's risk.

11. **Proposal Withdrawals.** An unopened Proposal may be withdrawn by an appropriate document duly executed in the same manner that a Proposal must be executed and delivered to the place where Proposals are to be submitted prior to the date and time for the opening of Proposals. Upon receipt of such notice, the unopened Proposal will be returned to the Proposer. If a Proposer wishes to modify its Proposal prior to Proposal opening, Proposer must withdraw its initial Proposal and submit a new Proposal prior to the date and time for the opening of Proposals. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the Proposal submission deadline date and time. No Proposal may be modified or withdrawn after expiration of the period for receiving Proposals.

12. **Selection of Proposal.** Prior to contract award, any respondent may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the City. The City may conduct such investigations as the City deems necessary to establish the responsibility, qualifications, and financial ability of respondent and any proposed subcontractors, suppliers and individuals, or entities to perform the Work in accordance with the

Contract Documents. In evaluating whether a respondent is responsible, the City will consider the qualifications of the Proposer and may consider the qualifications and experience of subcontractors and suppliers proposed for those portions of the Work for which the identified subcontractors and suppliers are submitted in the Proposal. The City will also consider whether the respondent is of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. City, at its sole discretion, may select the Proposer that it believes is appropriately qualified, responsible, and responsive.

13. **Award of Contract.** Itemized prices on the original submitted proposal form will be the prices used for ranking Proposals, in addition to any criteria also listed within the RFP. Recommendation for award of contract will be made to the City Commission based on the highest ranked, most responsive and most responsible Proposer meeting all conditions and requirements of the RFP. The contract awarded will be legally binding on both parties at the time of award by the City Commission.

14. **Rejection of Proposals.** The City reserves the right to accept or reject any or all Proposals.

15. **Identical Tie Proposals.** The City will follow section 287.087, Florida Statutes, in case of identical submissions. In the event that two or more Proposals are identical in price, quality, and service, preference will be given to businesses with a conforming Drug-Free Workplace Program. A Drug-Free Workplace Certificate is enclosed. The City reserves the right to implement any other tiebreakers based on the uniqueness of the solicitation.

16. **Protests.** Respondents who do not agree with the City's recommendation for award will be afforded the opportunity to protest the recommendation by submitting written notice to the Assistant Finance Director within five (5) working days after notice of award. The protest must state the grounds for the protest and the action requested. Proposals not meeting the minimum published requirements (including specifications and/or scope of service) are not subject to protest. The protester will be furnished a copy of the written determination and recommendation.

A. The Department Director with assistance of the Finance Director shall prepare and submit a written determination to the City Manager recommending either approval or disapproval of the petition.
B. The City Manager shall review and either approve or disapprove the recommendation of the Directors.
C. Decisions of the City Manager may be appealed to City Commission by submitting to the City Clerk a written request for hearing within five (5) working days from the date of the City Manager's written decision. The written request shall state the grounds for the appeal and the action requested of the City Commission.
D. A final decision under this section will be conclusive and shall represent the position of the City.
E. In the event of a timely protest and/or appeal, the City shall not proceed further with award for the respective discipline unless the City Manager can justify the award as protecting the public health, welfare, or safety of the City.

17. **Lobbying.** Lobbying is prohibited in all City of Treasure Island competitive selection processes and contract awards including but not limited to requests for qualifications, bids, or

proposals and the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to contract award, a bid protest being resolved, or the competitive selection process being otherwise concluded. The prospective Proposer may contact the City's main office as specified in the RFP, to address situations such as clarifications relating to the procurement process or respondent protests.

Lobbying of evaluation committee members, city government employees, or elected officials regarding requests for proposals, requests for qualifications, invitations to bid, purchasing contracts, or bid protests by the respondent/protestor, any member of the respondent's/protestor's staff, any agent or representative of the respondent/protestor, or any person employed by any legal entity affiliated with or representing a respondent/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the City Commission, until: an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded, whichever is later. This prohibition includes the act of carbon copying officials, agents or employees of the City on email correspondence. Any lobbying activities in violation of this section or on behalf of a respondent/protestor will result in the disqualification or rejection of the proposal, quotation, statement of qualification, proposal or contract, and may lead to debarment of the respondent or respondent/protestor.

For purposes of this provision, lobbying means influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified in this section involved in the selection, ranking, or contract award in connection with any request for proposal, request for quotation, requests for qualification, proposal or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract will be the effective date of the purchasing contract.

Any evaluation committee member, city government employee or elected official who has been lobbied must immediately report the lobbying activity to the City Manager.

18. **Proposals From Related Parties or Multiple Proposals Received From One Respondent.** Where two (2) or more related parties each submit a Proposal or multiple Proposals are received from one (1) respondent, for any contract, such Proposals will be judged non-responsive. For purposes of this section, related parties mean Proposers or the principles thereof, which have a direct or indirect ownership interest in another respondent for the same contract or in which a parent company or the principles thereof of one (1) respondent have a direct or indirect ownership interest in another respondent for the same contract.

19. **Assignment/Subcontracting/Corporate Acquisition and/or Mergers.** The Contractor shall perform this Contract. If a Proposer intends to subcontract a portion of this work, the Proposer must disclose that intent in the Proposal. No assignment or subcontracting will be allowed without prior written consent of the City. In the event of a corporate acquisition and/or merger, the Contractor must provide written notice to the City within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which will not be unreasonably exercised by the City, includes but is not limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a contract to a

Proposer, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception will constitute approval for purposes of this Contract.

20. **Additional Requirements.** The City reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the City as an amendment to this Agreement and authorized in writing, the Contractor must provide such additional requirements as may become necessary.

21. **Required Disclosure.** With its submission the respondent must disclose all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this state or any other state of the United States against (i) respondent, (ii) any business entity related to or affiliated with respondent, or (iii) any present or former executive employee, officer, director, stockholder, partner or owner of respondent or of any such related or affiliated entity. This disclosure will not apply to any person or entity that is only a stockholder and owns 20 percent or less of the outstanding shares of a respondent whose stock is publicly owned and traded.

At its sole discretion, the City may reject any Proposal the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the disclosure required in this Section. By submitting a Proposal, respondent recognizes and accepts that the City may reject the Proposal based upon the exercise of its sole discretion and respondent waives any claim it might have for damages or other relief resulting from the rejection of its Proposal based on these grounds.

22. **Scrutinized Companies.** By engaging in business with the City, each respondent confirms their business entity is not on the Scrutinized Companies that Boycott Israel List as described in Section 287.135, Florida Statutes, or engaged in a boycott of Israel or, for goods or services over one million dollars, respondents confirm they are not on any of the scrutinized company lists identified in Section 287.135, Florida Statutes, or engaged in any such activity identified in that section.

A. A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

B. A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes, or engaged in business operations in Cuba or Syria.

23. **Tax.** The City is exempt from all state and local sales tax.

24. **Payment of Invoices.** The City issues checks for payment of invoices on the 1st and 3rd Friday of every month. The signed purchase order and a correct invoice must have been received before payment can be made. The City will make payments in accordance with the Florida Prompt Payment Act, section 218.70 *et seq.*, Florida Statutes. All purchases are subject to availability of funds in the City's budget.

25. **Appropriations Clause.** By submitting a Proposal, the Contractor certifies that he/she understands that the City, an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract is executed and entered into and for which this contract will remain in effect. The City will, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance of this contract, provide written notice to the Contractor of such event within thirty (30) days and, be thereafter released from all further obligations in any way related to the contract.

26. **Legal Requirements.** All applicable provisions of federal, state, county, and local laws including all ordinances, rules, and regulations govern the development, submittal and evaluation of all Proposals received in response to these specifications and govern any and all claims between person(s) submitting a Proposal and the City, by and through its officers, employees and authorized representatives. A lack of knowledge by the respondent concerning any of the aforementioned will not constitute a cognizable defense against the legal effect thereof. The respondent agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability (as provided by law).

The selected Contractor may be required to provide expert witnesses or testimony, if required by the City, to testify in connection with any suit at law or administrative proceeding. A supplemental agreement will be negotiated between the City and the selected Contractor describing the services desired and providing a basis for compensation to the selected Contractor.

27. **Licenses, Registration and Certificates.** Each respondent must be authorized to conduct business in the State of Florida and must possess at the time of submitting its Proposal all licenses, registrations and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City. Respondent must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations.

28. **Permits and Taxes.** The respondent shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Where applicable, the City will waive the fees related to city-issued permits.

29. **Public Records.** By submitting a Proposal, the Contractor certifies that he/she understands that the City, an entity of government, is subject to the Public Records Laws and in accordance with Section 119.0701 of the Florida Statutes, and the Contractor may be subject to the Public Records Laws. Any claim of confidentiality is waved upon submission, effective after proposal opening pursuant to Section 119.07, Florida Statutes. Any subsequent contract entered into between the City and Contractor related to the scope of services outlined in this RFP will be

conditioned on the Contractor's compliance with the Public Records Laws as provided in Section 119.0701 of the Florida Statutes.

30. **Unauthorized Aliens.** The City will consider the employment by the respondent of unauthorized aliens a violation of Title 8 USC 1324a of the Immigration and Nationality Act. Such violation will be cause for unilateral termination of this contract.

31. **Utilities.** The City will not provide utilities such as water, electricity or refuse pickup unless noted in the contract documents.

32. **Termination.** A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause, whenever the City determines, in its sole discretion, that such termination is in the best interests of the City. A notice of termination will be effective if delivered to the Contractor at least five (5) calendar days prior to the termination date contained in the notice. The notice of termination shall specify the extent to which performance will be terminated, and the date upon which termination becomes effective. An equitable adjustment in the contract price will be made for completed service, but no amount will be allowed for anticipated profit on unperformed services.

33. **Conflict of Interest and Code of Ethics.** The Proposer represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict any manner with the performance or services required in the Contract. Such conflicts shall include but not be limited to the engagement of any services of any person or persons in the employ of the City, on either a full or part-time basis. The respondent further represents that no person having any such interest will be employed by it/him/her during the agreement term and any extensions.

The Contractor shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided in the Contract. Such written notification must identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor of its opinion, by certified mail, within thirty (30) days of receipt of notification by the Contractor.

With respect to this RFP, if any respondent violates, directly or indirectly, the ethics provisions of the Florida criminal or civil laws related to public procurement, including, but not limited to, Florida Statutes Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such respondent will be disqualified from eligibility to perform the work described in this RFP and may also be disqualified from furnishing future goods or services to the City, and from submitting any future bids or proposals to supply goods or services to the City.

By submitting a Proposal, the respondent represents to the City that all statements made and materials submitted are truthful, with no relevant facts withheld. If a respondent is determined to have been untruthful in its Proposal or any related presentation, such respondent will be disqualified from eligibility to perform the work described in this RFP and may also be disqualified from

furnishing future goods or services to the City, and from submitting any future bids or proposals to supply goods or services to the City.

By offering a submission to this RFP, the respondent certifies that no attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principals(s) interested in this submission are named therein and no person other than those therein mentioned has/have any interest in this submission or in the agreement to be entered. Any prospective individual or firm should make an affirmative statement in its Proposal to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

34. **Equal Employment Opportunity.** In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, the City hereby notifies all prospective respondents that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of contract.

35. **Verification of Employment Status Certification**. In accordance with Florida law, the 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 City may terminate this contract for cause if the City 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 City will terminate this contract for cause if the City has a good faith belief that Contractor has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the City has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but the City determines that Contractor otherwise complied with section 448.09(1), Florida Statutes, as may be amended, the City 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 City as a result of the termination of the contract.

36. **Americans with Disabilities Act.** The City does not discriminate upon the basis of any individual's disability status. Anyone requiring reasonable accommodation for the public meetings specified herein (i.e. mandatory pre-submittal meeting or presentation), should contact the City's Assistant Finance Director at least twenty-four hours in advance of the activity to request reasonable accommodations.

37. **No Consideration of Contractor's Social, Political or Ideological Interests.** Pursuant to section 287.05701, Florida Statutes, as may be amended, the City may not request documentation of or consider any of Contractor's social, political, or ideological interests when determining if Contractor is a responsible Contractor, nor may the City give preference to Contractor based on Contractor's social, political, or ideological beliefs.

38. **Insurance Requirements.**

A. The Contractor is required, at its own cost and expense, to acquire, maintain, and provide evidence of the minimum insurance policies and limits, and keep specified insurance in force until the City accepts that the Contractor has satisfactorily completed all work required under the Contract; and cause subcontractor(s), if utilized, to acquire and maintain the same.

1. The Contractor, if selected, will provide the City with a Certificate or Certificates of Insurance showing the existence of coverage as required by the contract prior to the start of any work under this contract. In addition, the Contractor will provide to the City, if requested in writing, certified copies of all policies of insurance. New certificates and new certified copies of policies shall be provided to the City whenever any policy is renewed, revised, or obtained from other insurers. The City of Treasure Island shall be named as the Certificate Holder.

The address where such certificates and certified policies shall be sent or delivered is as follows:

City of Treasure Island
Attention: Risk Management
10451 Gulf Boulevard
Treasure Island, FL 33706

2. All required policies providing liability coverage(s), other than Professional Liability and Workers' Compensation policies, for both Contractor and subcontractor(s) shall be endorsed to include The City of Treasure Island as an Additional Insured.

3. The Named Insured on the Certificate of Insurance must match the entity's name that responded to the RFP and is signing the Agreement with the City.

4. Contractor shall notify the City within twenty-four (24) hours of receipt of any notice of policy expiration, cancellation, nonrenewal, or adverse material change in the required coverages received by Contractor from its insurer.

B. Specific Insurance Coverages and Limits

All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the City. The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable.

Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the term of this contract for all employees engaged in this work under this contract, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

1. Workers' Compensation: Florida Statutory Requirements
   Employer's Liability: $1,000,000 Each Employee
   $1,000,000 Each Employee Disease
   $1,000,000 Aggregate Disease

2. Commercial General Liability Insurance: The Contractor shall provide for all operations, including but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. Projects with a Completed Operations exposure are required to maintain coverage for a period of two (2) years beyond final acceptance by the CITY.
   $1,000,000 Per Occurrence
   $1,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal/Advertising Injury
   $2,000,000 General Aggregate

3. Business Automobile Liability Insurance: The Contractor shall provide coverage for all owned, hired, and non-owned vehicles.
   $1,000,000 Combined Single Limit Per Accident

4. Property Insurance: Contractor will be responsible for all damage to its own property, equipment, and/or materials.

C. These insurance requirements shall not limit the liability of the Contractor and/or subcontractor(s).

D. All policies shall be written on a primary, non-contributory basis.

E. Insurance Policies, other than Professional Liability, shall include waivers of subrogation in favor of the City.

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

G. All insurance policies must be placed with insurers duly authorized to do business in the State of Florida and have a current AM Best rating of A- VII or better.

H. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

I. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified in this Agreement.

J. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all applicable laws, regulations, or ordinances related to safety and health, and shall make special efforts where appropriate to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected. The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the City.

K. No Waiver: Neither approval nor failure to disapprove insurance furnished by the Contractor or its subcontractor(s) will relieve the Contractor or subcontractor(s) from responsibility to prove insurance as required.

L. Indemnification Requirements: The Contractor must agree to a provision requiring that it will indemnify, defend, and hold harmless the City, any federal, county or municipal funding agency, and all of their officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Contractor, its agents, or employees during the performance of the contract.

39. **No Contract Funds to be Used for Identification Documents for Those Not Lawfully in U.S.** Contractor agrees that is does not and will not, nor will it allow a subcontractor to, use any funds from the City for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.

40. **Foreign Country of Concern Disclosure Certification.** This certification is applicable if the offer exceeds $100,000. Pursuant to section 286.101, Florida Statutes, the Contractor is required to disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contact or grant or gift was received or in force at any time during the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Contractor's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Note that within one (1) year before proposing any contract to the City, such entity must provide a copy of such disclosure to the Florida Department of Financial Services.

By executing this certification, the Contractor certifies that it either has, or will prior to contract award, disclosed any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern (CHECK "NONE" IF NONE EXISTS).

☑ NONE

OR

☐ CURRENT OR PRIOR INTEREST WITH FOREIGN COUNTRY OF CONCERN

If this option is selected, in the space below, provide:

- The name and mailing address of the disclosing entity;
- The amount of the contract or gift or grant or the value or the interest disclosed;
- The applicable Foreign Country of Concern;
- The date of the termination of the contract or interest;
- The date of the receipt of the grant or gift;
- The name of the agent or controlled entity that is the source or interest holder; and
- State whether, within one (1) year before submitting this offer, such entity provided a copy of the disclosure to the Florida Department of Financial Services.

GENERAL CONDITIONS ACKNOWLEDGEMENT

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED TO THIS AGREEMENT WHICH VARY FROM THESE GENERAL CONDITIONS WILL HAVE PRECEDENCE.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM AGREES TO COMPLY WITH AND ACCEPTS THESE CONDITIONS.

Signature: _____ Date: 9/8/25

Printed Name: Darrell Heard

Exhibit A: Proposal Schedule

Electrical Services | RFP 25-015

Item Description	Unit Price
(1) Year One	
a. Straight-Time Labor, per hour	
b. After-Hours Labor, per hour	
c. Supplies - cost plus x%	

Item Description	Unit Price
(2) Year Two	
a. Straight-Time Labor	
b. After-Hours Labor	
c. Supplies - cost plus x%	

Item Description	Unit Price
(3) Year Three	
a. Straight-Time Labor	
b. After-Hours Labor	
c. Supplies - cost plus x%	

SAMPLE ONLY
USE ATTACHED EXCEL FILE

RESPONSE TIME (REQUIRED):	**Yes / No**
Can your company maintain a four-hour (4-hour) response time when called for service?	
If No, what is the response time for service?	

COMPANY NAME:

Price Acceptance Period - prices will remain valid for 90 days after the proposal due date or for such longer period of time that Proposer may agree to in writing upon request by the City.

Exhibit B: CONTRACT

THE PROPOSED CONTRACT FOR THIS

SOLICITATION IS PROVIDED AS AN ATTACHMENT

PLEASE RETURN SIGNED AS INSTRUCTED

Exhibit C: CHECKLIST

Submission Checklist

Section III – Proposal Forms

- **All forms completed and signed**
- Provide **two (2) references** as indicated
- Drug-Free Workplace Certificate (if applicable)
- Addenda Acknowledgement Form
- Public Entity Crimes Statement
- Anti-Human Trafficking Affidavit

Section IV – General Conditions

- **Review and sign**

Exhibit A: Proposal Schedule

- **Complete the attached Proposal Schedule in Excel; return as part of your proposal submission**
- **Complete the Information Sheet tab and include with proposal submission**

Exhibit B: Contract

- **Review and sign** the draft contract; DO NOT ENTER AN EFFECTIVE DATE

AGREEMENT FOR ELECTRICAL SERVICES

THIS AGREEMENT FOR ELECTRICAL SERVICES (**"Agreement"**), by and between the City of Treasure Island, Florida, a municipal corporation of the State of Florida with an address of 10451 Gulf Blvd., Treasure Island, FL 33706 (the **"City"**) and USA Voltage, LLC, a Electrical Contractor with a principal address of 11060 70th Ave.N.,Seminole, FL 33772 (the **"Contractor"**)(collectively, the **"Parties"**), is made and entered into on the ____ day of _____, 2025 (the **"Effective Date"**).

WHEREAS, the City Commission has determined that there exists the need for electrical services within the City (the **"Services"**); and

WHEREAS, the City issued RFP No. 25-015 (**Exhibit A**), which is attached to and incorporated in this Agreement by reference, to procure a contractor to provide for such Services; and

WHEREAS, Contractor submitted a proposal (**Exhibit B**), which is attached to and incorporated into this Agreement by reference, and was the successful proposer to the City's RFP No. 25-015; and

WHEREAS, the Parties desire to enter into this Agreement for Contractor to provide the Services to the City.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged by this Agreement, the Parties agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct and are incorporated in this Agreement.

2. **Scope of Services.** The Parties agree that the Contractor will provide the Services as outlined in Exhibit A and Exhibit B.

3. **Term.** The term of this Agreement shall become effective on the Effective Date and shall continue until the Services have been complete or this Agreement is terminated.

4. **Payment and Fees.**

    a. The Contractor shall provide the Services described in this Agreement at the costs and rates outlined in Exhibit B.
    b. The Contractor shall submit invoices once each month to the City of Treasure Island for services performed and including the expenses and other charges accounted for under this Agreement during the month immediately preceding said invoice. Payment as prescribed in this section for services rendered by the Contractor during the previous billing period shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, et. seq., Florida Statutes.

c. Payments on account of expenses shall be made monthly upon presentation of the statement of expenses incurred. Documentation supporting the reimbursable expenses must be attached to the statement. The documentation may include, but is not limited to, copies of invoices and log sheets. The City Manager or his/her designee shall make a final determination as to whether documentation is sufficient to process invoices for payment.

d. The Contractor shall pay all sales, employment, and other applicable taxes that arise or may arise from the services to be performed under this Agreement.

5. **Standard of Care**. The Contractor has represented to the City that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the Services to be provided. By executing this Agreement, Contractor agrees that Contractor will exercise the same degree of care, knowledge, skill, and the ability as any other similar situated contractor possessing the same capabilities within the local area working on similar activities. The Contractor shall perform the services requested in an efficient manner, consistent with this Agreement and industry standards.

6. **Force Majeure**. Each party will be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse will be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the Parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, hurricane, storm or like catastrophe. The payment of invoices due and owing under this Agreement shall in no event be delayed by the payer because of a force majeure affecting the payer.

7. **Termination**.

a. The Contractor shall serve at the pleasure of the City Commission and may be removed from service at any time with or without cause by a majority vote of the City Commission present and voting. The Contractor may terminate this Agreement with or without cause upon sixty (60) days' written notice to the City. In the event the Agreement is terminated by the Contractor or is terminated by the City for reasons unrelated to the quality of work provided by the Contractor, the City shall pay the Contractor in full for all work actually performed prior to the date of termination. This payment shall be the sole financial obligation or responsibility of the City for compensation under this Agreement in the event of termination. Upon termination of this Agreement, however terminated, the Contractor shall turn over to the City all work product completed, or partially completed, up to the date of termination. The

City will have full right to use such work product in any manner, in the sole discretion of the City.

b. In the event the City, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Contractor under this Agreement, the City shall notify Contractor of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to the City.

c. If the Contractor shall file a petition in bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any court, or if a receiver of the property of the Contractor shall be appointed in any proceeding brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the Contractor's operations, the City may terminate this Agreement immediately notwithstanding the notice requirements of this Agreement.

8. **Insurance**. The Contractor must furnish the City with proof of insurance coverage, as follows:

A. **The Contractor is required, at its own cost and expense, to acquire, maintain, and provide evidence of the minimum insurance policies and limits, and keep specified insurance in force until the City accepts that the Contractor has satisfactorily completed all work required under the Agreement; and cause Subcontractor(s), if utilized, to acquire and maintain the same.**

1. The Contractor will provide the City with a Certificate or Certificates of Insurance showing the existence of coverage as required by the Agreement prior to the start of any work under this Agreement. In addition, the Contractor will provide to the City, if requested in writing, certified copies of all policies of insurance. New certificates and new certified copies of policies shall be provided to the City whenever any policy is renewed, revised, or obtained from other insurers. The City of Treasure Island shall be named as the Certificate Holder.

   The address where such certificates and certified policies shall be sent or delivered is as follows:

   City of Treasure Island
   10451 Gulf Blvd.
   Treasure Island, FL 33706

2. All required policies providing liability coverage(s), other than Workers' Compensation policy, for both Contractor and Subcontractor(s) shall be endorsed to include The City of Treasure Island as an Additional Insured.

3. The Named Insured on the Certificate of Insurance must match the entity's name that is signing the Agreement with the City.

4. Contractor shall notify the City within twenty-four (24) hours of receipt of any

notice of policy expiration, cancellation, nonrenewal, or adverse material change in the required coverages received by Contractor from its insurer.

B. Specific Insurance Coverages and Limits

All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the City. The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the term of this Agreement for all employees engaged in this work under this Contract, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

1. Workers' Compensation: Florida Statutory Requirements
   Employer's Liability: $1,000,000 Each Employee
   $1,000,000 Each Employee Disease
   $1,000,000 Aggregate Disease

2. Commercial General Liability Insurance: Contractor shall provide for all operations, including but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. Projects with a Completed Operations exposure are required to maintain coverage for a period of two (2) years beyond final acceptance by the City.

   $1,000,000 Per Occurrence
   $1,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal/Advertising Injury
   $2,000,000 General Aggregate

3. Business Automobile Liability Insurance: Contractor shall provide coverage for all owned, hired, and non-owned vehicles.

   $1,000,000 Combined Single Limit Per Accident

4. Property Insurance: Contractor will be responsible for all damage to its own property, equipment, and/or materials.

C. These insurance requirements shall not limit the liability of the Contractor and/or Subcontractor(s).

D. All policies shall be written on a primary, non-contributory basis.

E. Insurance Policies, other than Professional Liability, shall include waivers of subrogation in favor of the City.

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

G. All insurance policies must be placed with insurers duly authorized to do business in the State of Florida and have a current AM Best rating of A- VII or better.

H. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

I. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage that is required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified in this Agreement.

J. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all applicable laws, regulations, or ordinances related to safety and health, and shall make special efforts where appropriate to detect hazardous conditions, and shall take prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the City.

K. No Waiver
Neither approval nor failure to disapprove insurance furnished by the Contractor or its Subcontractor will relieve the Contractor or Subcontractor from responsibility to prove insurance as required.

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

10. **Indemnification.** The Parties recognize that Contractor is an independent contractor. Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all

liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the execution, performance nonperformance of the duties of the Contractor under this Agreement, the enforcement of this Agreement, or resulting from the activities of the Contractor in any way connected to this Agreement, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys. Contractor's liability hereunder shall include all attorneys' fees and costs incurred by the City, in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of Contractor against the City, and Contractor hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. Nothing contained in this contract, and specifically this provision requiring Contractor to indemnify the City, is intended to nor shall it be construed as an additional waiver of sovereign immunity by City beyond the City's expressed written contractual obligations contained within this contract, nor shall it be construed as a waiver of any defenses or limitations to any claims, including those based on the doctrine of sovereign immunity or section 768.28, Florida Statutes. The obligations contained in this paragraph shall survive the termination of this Agreement, however terminated and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this section, Contractor shall assume control of the defense of any claim asserted by a third party against the City for which Contractor is obligated to indemnify, defend, and hold harmless the City under this section and, in connection of such defense, shall appoint lead counsel in each case at Contractor's expense. The City shall have the right, at its option, to participate in the defense of any third-party claim, without relieving Contractor of any of its obligations hereunder. If Contractor assumes control of the defense of any third-party claim in accordance with this section, Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (a) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (b) the third party claim seeks an injunction or equitable relief against the City; or (c) Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

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

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

13. **Authority**. 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.

14. **Governing Law and Venue**. This Agreement will be governed by the laws of the State of Florida. Venue for the purposes of any suit, action, or other preceding arising out of, or relating to, this Agreement will be solely within the Sixth Judicial Circuit, in and for Pinellas County, Florida for state actions and solely in the United States District Court of the Middle District of Florida, Tampa Division for federal actions. The Parties waive their right to trial by jury in any action, proceeding, or claim arising out of this Agreement.

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

16. **Assignment and Construction of Agreement**. Any assignment of this Agreement, without the City's written consent, is void. This agreement shall inure to the benefit of and bind the Parties hereto and their respective legal representatives, successors, heirs, personal representatives and assigns. The Parties agree that in any event of litigation concerning the construction of this Agreement or interpretation of any language used in this Contract, that this Agreement and any of its provisions will not be construed against the City by virtue of this Agreement having been drafted by the City. The validity, interpretation, construction, and effect of this Agreement will be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law will be deemed stricken, and all remaining provisions will continue to be valid and binding upon the Parties. The Parties agree that this Agreement will be reformed to replace such stricken provision or part of a provision with a valid and enforceable provision, which comes as close as possible to expressing the original intention of the stricken provision. If Contractor's assignee or subcontractor fails to perform in accordance with the terms of its assignment or subcontract, Contractor shall complete or pay to have completed the work which the assignee or subcontractor failed to complete at no additional cost to the City. Additionally, in the event of any breach or noncompliance by any of Contractor's assignee(s) or subcontractor(s), Contractor shall be directly and wholly responsible for any such breach or noncompliance and shall bear all attributable costs.

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

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

19. **Waiver.** Failure to insist upon strict compliance with any terms, covenants or conditions of the Agreement will not be deemed a waiver of such, nor will any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach. Any waiver, alteration or modification of any of the provisions of the Agreement, or cancellation or replacement of this Agreement, will not be valid unless in writing and signed by the Parties.

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

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

If to Contractor:

With required copy to:
Anthony Sabatini, City Attorney
Sabatini Law Firm, P.A.
1601 E. 1st Ave.
Mount Dora, FL 32757

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

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

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

23. **Scrutinized Companies.** By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes,

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

24. **No Affiliation with Foreign Countries of Concern**. Pursuant to section 286.101, Florida Statutes, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Contractor's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Contractor represents that within one (1) year before proposing any contract to the City, Contractor provided a copy of such disclosure to the Florida Department of Financial Services.

25. **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 Agreement. 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 Agreement 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 Agreement, 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 Agreement. City may terminate this Agreement for cause if City 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. City will terminate this Agreement for cause if City has a good faith belief that Contractor has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the City has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but City determines that Contractor otherwise complied with section 448.09(1), Florida Statutes, as may be amended, City will notify Contractor as such, and Contractor must immediately terminate Contractor's contract with said subcontractor. If this Agreement is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this Agreement and may not be considered as such; (b) Contractor may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated; and (c) Contractor is liable for any additional costs incurred by the City as a result of the termination of the Agreement.

26. **Equal Opportunity Employer**. The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

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

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

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

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

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

32. **Public Records**. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Contractor on behalf of the City, Contractor shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the City to perform the work contemplated by this Agreement; (b) upon request from the City's custodian of public records, provide the City 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 City in accordance with (d) below; and (d) upon completion or termination of this Contract, (i) if the City, in its sole and absolute discretion, requests that all Public Records in possession of Contractor be transferred to the City, Contractor shall transfer, at no cost, to the City, all Public Records in possession of Contractor within thirty (30) days of such request or (ii) if no such request is made by the City, Contractor shall keep and maintain the Public Records required by the City to perform the work contemplated by this Agreement. If Contractor transfers all Public Records to the City 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 City and provide the City 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 City, upon request from the City's custodian of public records, in a format that is compatible with the information technology of the City. 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 City may terminate this Agreement and may 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 City.

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, CITY OF TREASURE ISLAND; 10451 GULF BLVD; TREASURE ISLAND, FL 33706; TEL: (727) 547-4575; FAX: (727) 547-4582; CITYCLERK@MYTREASUREISLAND.ORG

IN WITNESS WHEREOF the Parties have executed the Agreement as of the Effective Date.

CITY: The City of Treasure Island

_____

City Manager

ATTEST:

_____

City Clerk

CONTRACTOR:

Darrell Heard

_____

President

_____

WITNESS:

_____

Name:_____

WITNESS:

_____

Name:_____

Exhibit A: Proposal Schedule

Electrical Services | RFP 25-015

Item Description	Unit Price
(1) Year One	
a. Straight-Time Labor, per hour	$ 75.00
b. After-Hours Labor, per hour	$ 95.00
c. Supplies - cost plus x%	5%

Item Description	Unit Price
(2) Year Two	
a. Straight-Time Labor	$ 75.00
b. After-Hours Labor	$ 95.00
c. Supplies - cost plus x%	5%

Item Description	Unit Price
(3) Year Three	
a. Straight-Time Labor	$ 75.00
b. After-Hours Labor	$ 95.00
c. Supplies - cost plus x%	5%

RESPONSE TIME (REQUIRED):	**Yes / No**
Can your company maintain a four-hour (4-hour) response time when called for service?	Yes
If No, what is the response time for service?	

COMPANY NAME:

USA Voltage, LLC

Price Acceptance Period - prices will remain valid for 90 days after the proposal due date or for such longer period of time that Proposer may agree to in writing upon request by the City.

FILLABLE CELLS

Public Entities References:

City of Madeira Beach / Public Works
Megan Wepfer
Administrative Assistant
300 Municipal Dr.
Madeira Beach, FL 33708
Email: mwepfer@madeirabeachfl.gov
Phone: (727)543-8154 x400

City of Seminole / Facilities Maintenance
Vinny Torres
Facilities Maintenance Supervisor
9199 113th St.
Seminole, FL 33772
Email: vtorres@myseminole.com
Phone: (727)397-6383

AGENDA ITEM NO. G.6

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 7, 2025
SUBMITTED BY:	Cathy Hayduke, Parks & Recreation
ITEM TYPE:	Request to Commission
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Authorize spending authority for security services for the 2025 Sanding Ovations event with Sentry Event Services, Inc. in an amount not to exceed $36,450.
BACKGROUND:	The city utilizes security guards during the annual Sanding Ovations event from the time the sand is delivered until after the Encore weekend for safety of beachgoers and patrons as well as preserving the sand sculptures. In 2023, the estimated quote for security services for the Sanding Ovations event was $36,885, while the final invoiced amount totaled $30,585.
POLICY/PURPOSE:	The City's Purchasing Policy requires Commission approval to authorize purchases over $25,000
STRATEGIC PLAN RELEVANCE:	Community, Vision: Local Lifestyle Attracts Visitors Goal 1: Create a vibrant, active, walkable, engaging, and thriving community center welcomes locals, families, visitors and tourists Objective: Maintain up to ten family focused community events
ANALYSIS/DISCUSSION:	Security coverage is required for the duration of the event from November 7 through November 30, 20205 to protect sand sculptures, equipment, vendor tents, parking areas, fireworks, and entertainment. The number of guards and hours will vary depending on event needs and the City's direction.

The city received the following hourly rate quotes from qualified event security companies:

- The Gator Guards – $24/hour
- Sentry Event Services, Inc. – $27/hour
- Guardian Security Agency of Florida, Inc. – $28.64/hour
    - Overtime/holiday rate for Thanksgiving: $42.96/hour

Although The Gator Guards submitted the lowest hourly rate, the City has previously contracted with this company and found their services to be unreliable. Guardian Security Agency of Florida, Inc. submitted the highest hourly rate and includes a significantly higher overtime rate for Thanksgiving coverage. Sentry Event Services, Inc. is the only bidder that is both responsive and responsible. The city has successfully worked with Sentry Event Services in the past and found them to be professional, reliable, and flexible, consistently meeting the City's evolving security needs during events.

Staff recommends awarding the security services contract to Sentry Event Services, Inc. based on demonstrated reliability and responsiveness, despite their slightly higher hourly rate compared to the lowest bidder.

FUNDING:

Funds for the Sanding Ovations event are budgeted in the Parks and Recreation Department's Administration budget, account number 001-5720-49901. Expenditures are offset by event revenues and sponsorships.

MOTION:

I move to approve and authorize the City Manager’s Purchase Authority to Sentry Event Services, Inc., in an amount not to exceed $36,450, for security services for the 2025 Sanding Ovations event, scheduled to take place from November 7 through November 30, 2025.

ATTACHMENTS:
Security Quotes 2025.pdf

Outlook

Re: Sanding Ovations Security Request for Quote

From Guy Leinbach <thegatorguards@gmail.com>
Date Fri 9/19/2025 12:32 PM
To Hayduke, Cathy <chayduke@mytreasureisland.org>

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.

Hey Cathy ..we can do it for $24 / hr

Guy Leinbach
President ▪ Gator Guards Inc.
guy@thegatorguards.com
727.369.8989 C 727.463.6060
13405 Lisa Dr
Hudson FL 34667
www.TheGatorGuards.com

On Tue, Sep 2, 2025 at 9:19 AM Hayduke, Cathy <chayduke@mytreasureisland.org> wrote:

> Good Morning,
>
> I am requesting quotes for security for the City of Treasure Island's annual ***Sanding Ovations presents The Gallery of Sand*** event from November 20-23, 2025, with an encore weekend of November 29 & 30. Security is needed for the month of November for various activities prior to, during and after the event.
>
> If you like to provide a quote for your services for the event, please do so from the attached security schedule and provide **no later than end of business of Friday, September 19, 2025**

SENTRY EVENT SERVICES, INC.

Sentry Event Services
333 S Franklin St
Tampa, FL 336025331 US
5707040625
mj@bcminc.us

ADDRESS
City of Treasure Island

Estimate 1226

DATE 09/12/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		Sanding Ovation - 11/7-12/1/25			
	Services	OVN Sculptures	514.50	27.00	13,891.50
	Services	OVN Bars	196	27.00	5,292.00
	Services	OVN Event	194.50	27.00	5,251.50
	Services	DAY Sculptures	139	27.00	3,753.00
	Services	DAY Event	81	27.00	2,187.00
	Services	DAY Parking	33	27.00	891.00
	Services	DAY Sponsor Tent	83	27.00	2,241.00
	Services	DAY Fireworks	44	27.00	1,188.00
	Services	Admin 5%	1	1,734.75	1,734.75

Sanding Ovation - 11/7-12/1/25

SUBTOTAL	36,429.75
TAX	0.00
TOTAL	$36,429.75

Accepted By

Accepted Date

Outlook

Re: Sanding Ovations Security Request for Quote

From Jonathan Klein <Jonathan@gsa-fla.com>
Date Fri 9/19/2025 6:19 PM
To Hayduke, Cathy <chayduke@mytreasureisland.org>

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.

Good evening Cathy,

Thank you for reaching out to Guardian Security Agency of Florida, Inc. We would be honored to support Treasure Island's Annual Sanding Ovations for 2025. We would be able to do so at an hourly rate of $28.64 for regular hours and $42.96 for holiday hours(Thanksgiving).

All of Guardian officers are W-2 employees. Your previous years hire for this event, uses day labor "event staff" that is typically unvetted.

Guardian Security Agency of Florida, Inc. is a veteran-founded, family-owned, and locally operated company with deep roots in the West Coast of Florida since 1992. Our professionally uniformed security officers go through more than 60 hours of training. All licensed officers are regularly subjected to the Florida Department of Law Enforcement fingerprint background check. In addition to our other protection services, Guardian is one of the few Florida agencies that has gone to the expense and training to be a certified Fire Watch Vendor, demonstrating our commitment to the safety and security of our local community.

Sincerely,

Jonathan Klein
Guardian Security Agency of Florida, Inc.
5511 Central Avenue
St. Petersburg, Florida 33710
O: (813) 287-8888 |O: (727) 873-7400
www.GSA-FLA.com

AGENDA ITEM NO. G.7

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: October 7, 2025

SUBMITTED BY: Cathy Hayduke, Parks & Recreation

ITEM TYPE: Contracts

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Authorize Piggyback Contract 26-001-PB between the City of Treasure Island and Christmas Designers Florida for City-wide Holiday Decorations

BACKGROUND: Prior to Fiscal Year 2009, the City owned, stored and installed its own mounted light pole decorations. However, the Public Works Department determined that the existing city-owned mounted pole decorations were in disrepair and needed to be replaced. The City had desired to continue the tradition of pole mounted holiday lights decorations and determined that it was more financially feasible to lease the decorations than purchase, store and the staff hours to put up and take down the decorations.

Resolution 09-32 awarded a contract to Clark Sales Display for holiday pole decorations for calendar years 2009, 2010, 2011, 2012 and 2013 in the amount of $16,000 per year. The Commission authorized the disposal of the city-owned pole decorations through Clark Display, Inc. for an annual credit of $1.60 per display.

Resolution 14-08 extended the contract between the City and Clark Sales Display, Inc. for an additional three (3) years - 2014, 2015 and 2016 - pursuant to the terms, conditions and provisions of the original contract as approved by Resolution 09-32 less the original trade in value of the old decorations owned by the City. The cost per calendar year was $16,000.

As approved through Resolution 17-51, the City of Treasure Island entered into a multi-year contract with Clark Sales

Display, Inc. for holiday pole decorations. The Commission authorized ninety-three (93) pole mounted lighted holiday decorations for Gulf Boulevard, 104th and 108th Avenues, eight (8) street light banners for the Treasure Island Causeway and one (1) Christmas tree for Treasure Island Park. The term of the contract was for the years of 2017, 2018, 2019, 2020, 2021 with three (3) one year renewal terms.

At the March 22, 2022, Workshop, staff requested direction from the Commission as to City's preferred holiday decorations and locations. The Commission provided the following recommendations for city-wide holiday decorations and approved the First Amendment to the Contract between the City and Clarks Outdoor Decor:

1. A mixture of Traditional and Coastal Decorations
2. Street Light Pole Decorations to include the Snowflake Anchor; Dolphin; Sailboat and Palm Tree with presents. Eliminate the light pole decorations along 104th Avenue. Add additional street pole decorations along West Gulf Boulevard.
3. Red/White garland wrap in the downtown area
4. Add Wreaths to the Clock Tower on all four sides
5. Add banners along 107th Avenue from Gulf Boulevard to the St James Condominium. Currently, banners exist from the St. James to the Treasure Island Causeway Bridge.
6. Christmas Tree installed at the entry way to the new City Hall

Over the past three years, Duke Energy has been replacing street light poles throughout the city which has created a disruption in the hanging of the lighted pole mounted holiday decorations along Gulf Boulevard from 104th Avenue south. Staff has been working with Clark Sales Display, the City's electrical contractor of record and Duke Energy to install the electrical boxes and brackets required to display the mounted lighted pole decorations on the streetlights poles throughout the city.

Rileigh's Outdoors, LLC dba Holiday Outdoor Decor purchased Christmas Designers Florida in July.

POLICY/PURPOSE:

Commission approval is required to approve the piggyback contract between the City of Treasure Island and Christmas Designers Florida for the annual city-wide holiday decorations.

STRATEGIC PLAN RELEVANCE:

Community, Vision: Local Lifestyle Attracts Visitors
Goal 1: Create a vibrant, active, walkable, engaging, and thriving community that welcomes locals, families, visitors and tourists

ANALYSIS/DISCUSSION: The City of Treasure Island will piggyback on the City of St. Pete Beach Agreement and the Contractor agree to provide services to City of Treasure Island under the same terms and conditions set forth in the St. Pete Beach Agreement. The effective date of the Agreement is November 4, 2024, with an initial term of the Agreement for three (3) years with (2) one-year extensions.

Staff recommends the approval of Piggyback Contract Number 26-001-PB for the City's annual holiday decorations in an amount of $35,327 which includes:

- (93) pole mounted lighted holiday decorations city-wide from John's Pass to West Gulf Boulevard, including Sunset Beach and entrances to each island
- (4) lighted LED wreaths on the Clock Tower on 107th Avenue
- Red/white garland wrapped with bows to include light poles, palm trees and Clock Tower columns on 107th Avenue from Gulf Boulevard to the Treasure Island Causeway bridge, as shown in the attached diagram.
- (10) street light banners for the Treasure Island Causeway on 107th Avenue from Gulf Boulevard to the Causeway bridge
- (1) 14' panel Christmas Tree for City Hall

FUNDING: Funds in the amount of $36,390 are budgeted in Fiscal Year 2026, Parks and Recreation Department, Administration, account 001-5720-34000 Contractual Services.

MOTION: I move to approve/deny the attached Piggyback Contract Number 26-001-PB for the City's annual holiday decorations in an amount of $35,327 between the City of Treasure Island and Christmas Designers Florida d/b/a Holiday Outdoors Decor for calendar years 2025 and 2026, for city-wide holiday decorations and décor in an amount not to exceed $35,327 annually.

ATTACHMENTS:

26-001-PB Christmas Designers Florida_December Holiday Decorations_Piggyback Contract.pdf
Sunbiz.pdf
W9 HOD 2025.pdf
Christmas Designers FL & Holiday Outdoor Decor Announcement.pdf
Downtown-Causeway Decoration Locations.pdf
Holiday Decorations West Gulf and South Gulf Blvd_Sept 2025.pdf

Agreement between
The City of Treasure Island, FL
And
Christmas Designers Florida
Pertaining to
December Holiday Decorations

Contract Number: 26-001-PB

This Agreement is made and entered into this _____ day of _____, 2025. This is an Agreement entered by and between the City of Treasure Island, a Florida municipal corporation whose address is 10451 Gulf Blvd, Treasure Island, FL 33706 (the “City”) and Christmas Designers Florida (hereinafter " Contractor"), whose address is 3124 NW 16th Terrace, Pompano Beach, FL 33064. The City and Contractor together shall be referred to as the "Parties."

WITNESSETH

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for December Holiday Decorations in the City of Treasure Island; and

WHEREAS, pursuant to the City’s Procurement and Purchasing Policy, when the City finds competitive pricing from existing contracts between other Florida public entities that meet the City’s needs, the City may enter into a “Piggyback” contract at or less than the pricelist provided in the original approved contract; and

WHEREAS, the City of St. Pete Beach, Florida previously entered into that certain Services Agreement with Contractor for December Holiday Decorations following public procurement of sealed bids; and

WHEREAS, the City of Treasure Island desires to “piggyback” on the St. Pete Beach Agreement, pursuant to Section 287.042 and other applicable Florida procurement laws, and Contractor has agreed to provide services to the City of Treasure Island under the same terms and conditions as set forth in the St. Pete Beach Agreement, except as modified herein; and

WHEREAS, this Agreement has been duly authorized by the appropriate governing authority of the City of Treasure Island.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated herein.
2. **Scope of Work.** Contractor's Scope of Work shall be as provided in the price list attached as **Exhibit A** hereto and incorporated herein.
3. **Contract Terms.** The St. Pete Beach Agreement, attached hereto and incorporated herein as **Exhibit B**, shall govern the relationship between the City and Contractor. All references to "City of St. Pete Beach" in the St. Pete Beach Agreement shall be deemed to refer to the **City of Treasure Island, Florida**.
4. **Invoices for City Work Will be submitted to:**

The City of Treasure Island
Attn: Accounts Payable
10451 Gulf Blvd.
Treasure Island, FL 33706
Phone (727) 547-4575
Fax (727) 547-4582
Finance@mytreasureisland.org

5. **Public Records.** The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The CONTRACTOR agrees, to the extent required by law, to keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Contract;

a. provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law;

b. ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and

c. meet all requirements where retained public records and transfer, at no cost,

to the CITY, all public records in possession of the CONTRACTOR upon termination or completion of the Contract and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

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 (727) 547-4575 ext. 229, cityclerk@mytreasureisland.org and CITY HALL, 120 108TH AVE., TREASURE ISLAND, FL 33706

5. Employment Eligibility Verification (E-Verify). In accordance with section 448.095(2), Florida Statutes, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR52.22254 (as-amended) is incorporated in this Agreement by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR may choose to verify only new hires assigned to the CONTRACT; (3) use E-Verify to verify the employment eligibility of all employees assigned to the CONTRACT; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit state that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. If the City has a good faith belief that the Contractor or subcontractor has knowingly violated section 448.09, Florida Statutes, it must terminate the Contract.

6. Miscellaneous.

a. Entire Agreement. This Contract represents the entire agreement between the

Parties. No prior discussions or negotiations will be enforceable, unless included in this Agreement.

b. Assignment, Amendment or Modification. This Agreement is not assignable. Any modification to this Agreement must be made in writing and signed by both Parties.

c. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Florida with venue in St. Pete Beach. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above identified venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Contract.

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

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

f. The Parties represent and warrant that they have entered into this Contract relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability. The Parties represent that they have had the opportunity to discuss this matter with legal counsel of their choosing and are satisfied with its counsel and the advice received. This Contract will be deemed and treated as drafted jointly by all the Parties. The Parties understand this Contract's contents and agree that this Contract will not be construed more strongly against any Party to the Contract, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Contract has been made to an adverse party and

that the terms of this Contract are contractual and not a mere recital.

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

h. Each of the Parties to this Contract covenants to the other Party to this Contract that it has lawful authority to enter into this Contract, that the governing or managing body of each of the Parties has approved this Contract and that the governing or managing body of each of the Parties has authorized the execution of this Contract in the manner set forth below.

i. This Contract must be executed by the respective duly authorized officials, and will take effect as of the day and year first above written and remain in effect as provided in the City of St. Pete Beach Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year as first above written.

City of Treasure Island:

By: _____

By: Charles Van Zant, City Manager

Contractor: Christmas Designers Florida

_____

By: Joe Campbell

Title: Director of Sales

From Moments to Memories -
American Craftsmanship in Every Space

Remit to Holiday Outdoor Decor
PO Box 4365
Bethlehem, PA 18018

Created Date 8/28/2025
Quote Number 00023340

Bill To Name CATHY HAYDUKE
Bill To CITY OF TREASURE ISLAND ATTN: ACCOUNTS PAYABLE
120 108TH AVE
Treasure Island, Florida 33706
United States

Ship To Name CATHY HAYDUKE
Ship To CITY OF TREASURE ISLAND ATTN: ACCOUNTS PAYABLE
120 108TH AVE
TREASURE ISLAND, Florida 33706
United States

Subtotal $35,327.00
Not including Sales Tax

_____

If Approved, ***Sign here***
or reply to the email stating "Proposal Approved".

We will not be able to schedule your project before receiving your down-payment - our schedule fills up fast, don't wait!

Product Line Description	Line Item Description	Price	Quantity	Total Price
4' 9" X 7' SILHOUETTE DOLPHIN, 79 C7 Lamps LED		$236.00	23.00	$5,428.00
5' 6" X 7' SILHOUETTE SAILBOAT		$236.00	23.00	$5,428.00
Snowflake Anchor 4 1/2 x 5 26 lbs 113 C-7 Lamps---LED		$236.00	23.00	$5,428.00
4 1/2' X 8' PALM TREE W/PACKAGE, 62 C9 Lamps LED		$236.00	24.00	$5,664.00
Double Frame Lighted Wreath with 36" Vinyl Bow LED	PLACED ON 4 SIDES OF CLOCK TOWER	$360.50	4.00	$1,442.00
24" Red Outdura 2 Loop Classic Bow, No Trim	ON WREATHS-PLACED ON 4 SIDES OF CLOCK TOWER	$0.00	4.00	$0.00
Panel Tree 14' C7 MULTI LED		$3,615.00	1.00	$3,615.00
3D Nativity Star Tree Topper, 64 C-7 lamps LED		$0.00	1.00	$0.00
9" Red PVC - 25' - No Lighting Wiring	CLOCK TOWER AREA ALTERNATING RED/ WHITE POLES WITH BRACKET BOWS	$125.00	12.00	$1,500.00
9" White PVC - 25' - No Lighting Wiring	CLOCK TOWER AREA ALTERNATING RED/ WHITE POLES WITH BRACKET BOWS	$125.00	11.00	$1,375.00
24" Red Vinyl Bow, 4 Loop with Bracket	CLOCK TOWER AREA ALTERNATING RED/ WHITE POLES WITH BRACKET BOWS	$0.00	46.00	$0.00
9" White PVC - 25' - No Lighting Wiring	CANDY CANE WRAPPED COLUMNS ON 4 COLUMNS EACH SIDE OF CLOCK TOWER	$57.00	8.00	$456.00

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American Craftsmanship in Every Space

9" Red PVC - 25' - No Lighting Wiring	CANDY CANE WRAPPED COLUMNS ON 4 COLUMNS EACH SIDE OF CLOCK TOWER	$57.00	8.00	$456.00
9" Red PVC - 25' - No Lighting Wiring	ISLE OF PALMS- 11TH PALMS AVE BEHIND WAFFLE HOUSE- 2 POLES WITH BOWS	$125.00	1.00	$125.00
9" White PVC - 25' - No Lighting Wiring	ISLE OF PALMS- 11TH PALMS AVE BEHIND WAFFLE HOUSE- 2 POLES WITH BOWS	$125.00	1.00	$125.00
24" Red Vinyl Bow, 4 Loop with Bracket	ISLE OF PALMS- 11TH PALMS AVE BEHIND WAFFLE HOUSE- 2 POLES WITH BOWS	$0.00	4.00	$0.00
9" Red PVC - 25' - No Lighting Wiring	2 LRG PALMSAPPROACHING CLOCK TWR CANDYCANE WRAPPED 107 TH EAST ON TR ISLD CSWY	$57.00	4.00	$228.00
9" White PVC - 25' - No Lighting Wiring	ar Cut 2 LRG PALMSAPPROACHING CLOCK TWR CANDYCANE WRAPPED 107 TH EAST ON TR ISLD CSWY	$57.00	4.00	$228.00
9" Red PVC - 25' - No Lighting Wiring	CSWY BDGE- LAMP ON TI CSWY FROM 108-104 TO BIG JAW BRDGEAFTER BANNER 2 ACROSS FROM 500 BLDG B4 BRIDGE	$65.00	15.00	$975.00
9" White PVC - 25' - No Lighting Wiring	CSWY BDGE- LAMP ON TI CSWY FROM 108-104 TO BIG JAW BRDGEAFTER BANNER 2 ACROSS FROM 500 BLDG B4 BRIDGE	$65.00	16.00	$1,040.00
Labor & Equipment - Installation, Removal, Storage & Maintenance	10 HOLIDAY BANNERS INSTALLED ALONG ST JAMES BRIDGE AND 107TH APPROACH	$139.00	10.00	$1,390.00
Labor & Equipment - Installation, Removal, Storage & Maintenance	Customer Owned Dreidel	$212.00	2.00	$424.00

Contract terms - Commencing August 15th to December 15th

TREASURE ISLAND - 2025 LEASE

Terms and Conditions

PAYMENTS: Deposit payments of 50% due prior to September 1st, to be placed on installation schedule, final 50% payment due upon completion of installation of each season under contract. Any product purchases will be invoiced when product is shipped from vendor, regardless of delivery location.
Balances over 30 days will incur a 1.5% finance charge per month. 4% Credit Card payments fee.
Sales Tax and County Tax will be applied on Final Invoice unless a **Tax-Exempt Certificate** is provided beforehand.

ACCEPTANCE: All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this contract. All agreements contingent upon strikes, accidents, any acts of God or delays beyond our control. Property Owner will carry fire, tornado, hurricane (wind) and other necessary insurance.
Our workers are fully covered by Worker's Compensation.

The above prices, specifications, terms and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Once this Agreement is signed by both parties it becomes a contract. This proposal may be withdrawn if not accepted within 30 days. To lock in current pricing, please ask for a multi-year proposal.

Customer Awareness Information Sheet -
https://christmasdesigners-fl.com/wp-content/uploads/2020/05/Customer-Awareness-Information-Sheet.pdf
General Terms and Conditions - https://holidayoutdoordecor.com/terms-conditions/

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

December Holiday Decorations

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and Christmas Designers Florida (hereinafter "Contractor"). The City and Contractor together shall be referred to as the "parties."

WHEREAS, The City properly issued a Request for Bids, attached and incorporated hereto as Exhibit "B" and the City Commission authorized the selection of Contractor at its **11/04/2024** public hearing.

WHEREAS, City desires to purchase from Contractor the services described in this Agreement.

WHEREAS, Contractor is in the business of providing the services described herein, and has submitted an appropriate proposal to the City to provide the same.

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Contractor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Public Records. The Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**

3. Employment Eligibility. The Contractor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.

a. Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095.

Contractor must use the U.S. Department of Homeland Security's E-Verify System, https://e-verify.uscis.gov/emp to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.

b. Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

c. Contractor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Contractor's E-Verify number.

d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of one (1) year after date of termination.

4. Scope of Services. The Contractor must perform all work for the City required by the contract documents as set forth below:

a. Contractor will furnish all labor, materials, and equipment necessary as indicated in the Request for Bids (Exhibit B) in the amount of $76, 621.00.

b. Contractor must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor must comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor must at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

c. Contractor will provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

d. Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.

e. Contractor warrants to the City that all goods and materials furnished under the contract

will be new unless otherwise specified and that contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted. Last, Contractor warrants all material and workmanship for a minimum of (1) year from date of project completion and acceptancy by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor will, after receipt of a written notice from the City to do so, promptly correct the work.

5. Damages. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of $500 per day, for each day after the date set forth in paragraph 10, that Contractor has failed to properly and completely deliver all goods or provide all service specified herein. The Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

6. Remedies.

   a. Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the city resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

   b. Correction of Work. If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the city reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.

7. Waiver of Liens. Prior to final payment of the Contract Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.

8. Warranties.
   a. Warranty of Title. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

b. Warranty of Specifications. The Contractor warrants that all goods, materials, workmanship furnished, whether by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.

c. Warranty of Merchantability. The Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the city, or within such larger period of time as may be described by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor must after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Contractor a written acceptance of such condition.

9. Completion Date. Contractor shall provide the services, described herein to be completed within the first 12 months of the agreement.

10. Term. This Agreement will remain in effect for a period of (3) three years with (2) one year extensions from the Effective Date.

11. Effective date. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

12. Termination. This Agreement may be canceled by the City when:
   a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
   b. Sub-standard or non-performance of Agreement.
   c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.

13. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.

14. Non-Exclusivity. Contractor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.

15. Compensation. Upon Contractor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B.

16. Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than $1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance

of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of $100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

The Contractor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

17. Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, Contractor shall indemnify, defend and hold the City harmless for itself, its past/present/future elected and appointed officials, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, liability or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not, and in connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph is not limited in any way by any limitation in this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended nor may it be construed, to waive City's rights and immunities under the common low or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence

during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

18. Discriminatory Vendor List. Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134 (1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287-134 (2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to a public entity; may not submit a bid or 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."

19. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with City, State, or United States policies, rules, or regulations relating to the use of Contractor's funds provided for herein. The contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in it business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

20. Audit Rights. The City reserves the right to audit the records of the Contractor for the commodities and/or serves provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must allow the City to inspect, examine and review the records of the Contractor in relation to this Agreement at any an all times during normal business hours during the term of the Agreement.

21. Exhibits. The following Exhibits shall be attached, incorporated, and made a part of this Agreement:

a. Florida public records law (Exhibit "A")
b. Request for Bid (Exhibit "B")
c. Vendor Proposal (Exhibit C)

22. Notices. All notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Contractor:
Christmas Designers Florida
3124 NW 16th Terrace
Pompano Beach, FL 33064

As to City:
City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

With Copy To:
jcampbell@christmasdesigners-fl.com

With Copy To:
cityattorney@stpetebeach.org

23. Conflicts and Severability. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

24. Amendments. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

25. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

26. Assignment. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Contractor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

27. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

28. Authority. Contractor hereby acknowledges that the person executing this Agreement on behalf of Contractor has the full authority to do so and to bind Contractor to the terms hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

City of St. Pete Beach:

Signature: Joe Campbell

By: Joe Campbell

Its: Director of Sales

Date: 4/30/2024

Signature: Frances M Robustelli

By: Frances Robustelli

Its: City Manager

Date: 11/4/2024

Type text here

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Ralf Brookes

~~Andrew Dickman~~ Ralf Brookes
City Attorney

ATTEST:

Amber LaRowe
City Clerk

EXHIBIT "A"

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action.

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

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

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

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency's custodian of public records in at least 14-point boldfaced type:

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 (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

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 public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT "B"

(Place Request for Bid behind this page)

Signature: Ralf Brookes
Ralf Brookes (Nov 5, 2024 14:34 EST)

Email: rbrookes@voselaw.com

Christmas Designers Florida_December Holiday Decorations1

Final Audit Report 2024-11-05

Created:	2024-11-05
By:	Ariana Wilson (awilson@stpetebeach.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMVhB2W_P7BVnhIatp9OSv6EPGM6_M35c

"Christmas Designers Florida_December Holiday Decorations1" History

Document created by Ariana Wilson (awilson@stpetebeach.org)
2024-11-05 - 4:44:52 PM GMT

Document emailed to rbrookes@voselaw.com for signature
2024-11-05 - 4:45:24 PM GMT

Email viewed by rbrookes@voselaw.com
2024-11-05 - 7:33:31 PM GMT

Signer rbrookes@voselaw.com entered name at signing as Ralf Brookes
2024-11-05 - 7:34:28 PM GMT

Document e-signed by Ralf Brookes (rbrookes@voselaw.com)
Signature Date: 2024-11-05 - 7:34:30 PM GMT - Time Source: server

Agreement completed.
2024-11-05 - 7:34:30 PM GMT

St. Pete Beach

The Sunset Capital of Florida

City of St Pete Beach
Request for Bid

December Holiday Decorations

Bids due on or before
4/10/2024 at 9:00 AM EST(Deadline)
City Hall, St. Pete Beach, FL

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December Holiday Decorations Dates and Times

ITEM	DATE	TIME
Solicitation Issued	3/13/2024	N/A
Pre-Bid Meeting (Not Mandatory)	3/20/2024	10:00 AM
Deadline for Receipt of Questions	4/03/2024	10:00 AM
Submission Deadline	4/10/2024	9:00 AM
Sealed Bid Opening	4/10/2024	10:00 AM

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in Holiday Decoration Installation and Removal.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no person other than herein mentioned has any interest in the Bid or in the Agreement to be entered into; that this Bid or Agreement is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Plans and Specifications for the work and Contract Documents relative thereto, and have read all special provisions furnished prior to the opening of bids; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for **"Holiday Decorations"** in St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the City of St. Pete Beach, Florida.

The successful bidder shall be required to utilize the template Agreement in this Request for Bids (RFB) and any questions regarding the Agreement must be addressed during the RFB process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach "Click or tap here to enter text.".

COMPANY: _____ DATE: _____

ADDRESS: _____ PHONE: _____

BIDDER: _____ NAME: _____
(SIGNATURE) *(PRINT NAME & TITLE)*

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of ☐ physical presence or ☐ online notarization**, this _____ day of _____, 2022, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

_____
Notary Public – State of Florida

_____
(Print, Type, Stamp, or Commissioned Name of Notary Public)

SUBMIT BID TO:

OFFICE OF THE CITY CLERK, CITY OF ST. PETE BEACH
155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706

III. FEE SCHEDULE

Description	Quantity	Cost	Extended Price
Pole Mounts for Blind Pass and 75th Lighted	53		
Pole Trim on Corey From Mangrove to Gulf Blvd, Mangrove From Corey to 75th	45		
Tree Wrap on Gulf Blvd South from 75th (Medjool Palms 75' x 9" Red Garland Trim	24		
Horan Park Tree 22' Panel Tree including 4' Star Topper	1		
Pole Trim and tree wrap on the Pinellas Bayway from Toll Booth to Gulf Blvd. 75' x 9" Red Garland trim (utility Poles)	25		
Tree at Pass-A-Grille Park 17' Panel Tree w/3' 3d Star Topper	1		
Pole Trims and tree wraps in Pass-A-Grille on Gulf way and Pass-A Grille Way from 1st to 22nd Ave.	167		
Pole trim on 8th, 9th and 10th Ave in Pass-A-Grille	22		
Pole Mounts on Gulf Blvd from Corey Ave to Pinellas Bayway (Lighted)	68		

IV. GENERAL CONTRACT TERMS

REQUEST FOR BID

The City of St. Pete Beach intends to contract the services of an experienced, qualified Holiday Decoration Companies. Each Company should be able to deliver, Install and Uninstall decorations chosen.

LOCATIONS

The City of St. Pete Beach is soliciting bids from qualified Contractors for December Holiday Decorations

BID SUBMITTALS

Bid documents must include a signed/notarized Contractor's Bid Submittal (Page 3), Fee Schedule, References, Contractor's license and insurance certificates, and Public Entity Criminal Affidavit. The Contractor shall submit one original, two (2) copies, and an electronic copy (on a USB flash drive) of their total bid documents with their sealed bid package as shown below under bid packages.

BIDDER INFORMATION

All Contractors must contact the City's Procurement Manager, in writing via e-mail **(jtaylor@stpetebeach.org)**, with their intention to bid, along with their company name and contact information at least five (5) business days before the bid package is due. The City is not responsible for any Addendums or other supplementary information that is not received due to non-submittal of the aforementioned information. Please refer back to the city website (http://www.stpetebeach.org/news-and-links/city-projects.html) for additional project information as it becomes available. The City reserves the right to decide whether to answer addendums or not. The City is not required to provide any additional information.

NON-MANDATORY PRE-BID MEETING

A non-mandatory pre-bid meeting will be held on 3/20/2024 at 10:00 AM EST via Zoom Video conference/Teleconference. Please contact the City's Procurement Manager (jtaylor@stpetebeach.org) for a meeting invitation and Zoom Meeting instructions.

WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of the scope of work or any other contract documents included in this **RFB.** All questions pertaining to the terms and conditions or scope of work of this Request for Bid **(RFB)** must be sent in writing (e-mail is acceptable) to the City Procurement Manager and shall be received no later than 10:00 **EST on 4/3/2024**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFB**. All such Addenda shall become a part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed **RFB** made or given prior to the award of the contract. The City will not respond to questions received after the specified deadline. The City reserves the right to respond to any and all questions but is not required to do so.

BID PACKAGES

Sealed bids will be accepted by the City until **4/10/2024 at 9:00 AM EST** (Deadline). No bids shall be accepted by the City after this deadline – NO EXCEPTIONS. Bid Packages must be delivered to the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida, 33706. Sealed bids received on or before the deadline will be publicly opened and read. All Bidders are invited to attend this bid opening.

Bids should be addressed to:

City of St. Pete Beach
City Clerk's Office
155 Corey Ave.

St. Pete Beach, FL 33706
Clearly marked as: "**December Holiday Decorations**"

CONTACT INFORMATION
John Taylor – Procurement Manager
Mailing Address - 155 Corey Avenue, St. Pete Beach, Florida 33706
Office Phone - (727) 363-9279 **E-mail** -jtaylor@stpetebeach.org

SCOPE OF WORK

This work involves furnishing all labor, equipment, materials, and incidental items necessary to install Christmas decorations within the city of St. Pete Beach, Florida. All Decorations must be installed no later than the week of Thanksgiving and should be uninstalled the first week in January of each year.

DETAILED SPECIFICATIONS

- All Decorations should be secular in nature.
- All decorations will be installed per instructions on location for each.
- All Pole Mounts should be lighted.

Standard work hours shall be from 7:30 AM until 6:00 PM, Monday through Saturday. No work shall take place on Sundays or on official City holidays without prior approval by the City Manager or designee at least 1 week prior to the scheduled work. A list of current official City holidays can be found on the City's Human Resources website at http://www.stpetebeach.org/hr/holidays.html. Contractor will coordinate scheduling of work with the City's Project Manager and City's Inspector.

ADDITIONAL WORK DETAILS
Contractors or persons wishing to bid on this project are licensed, bondable and insured in accordance to the City's requirements. The Contractor will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Bid must also include all costs for licenses, permits and any material disposal fees.

Bidders shall bring questions, discrepancies, omissions, conflicts, or doubt as to meaning of any part of Contract Documents to the attention of the City of St Pete Beach Parks and Recreation Department at least ten (10) business days before bid submittal deadline. Clarification of intent of Contract Documents, if necessary, shall be made available to bidders in the form of an Addendum. Failure to request clarification of interpretation of Contract Documents shall not relieve bidders of their responsibilities to perform the work.

The City of St. Pete Beach reserves the right to reject any or all bids or parts of bids, or accept any bid or part thereof deemed to be in the best interests to the City of St. Pete Beach.

STATEMENT OF WORK
The Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes, licenses, permits and fees, of all the necessary materials not furnished by the City and shall furnish and pay for all the superintendence, labor, tools, equipment, transportation, and perform all the work required for the execution of all services listed in the Bidder's Proposal and Bid Form attached hereto and in strict accordance with the Plans, Specifications, and requirements of the City of St. Pete Beach which are attached hereto and made a part hereof, and any amendments thereto and such supplemental Plans and Specifications which may hereafter be approved.

BEGINNING DATE
The Contractor is expected to be available to start and finish installation the week of Thanksgiving and uninstall the first week in January.

COMPLETION OF WORK
The work will be completed and ready for final inspection per the scope the week of Thanksgiving. This Agreement will stay in effect for three (3) years with two (2) 1-year renewals.

EXAMINATION OF SITE
Bidder shall carefully examine project site and be familiar with the work required for the project, investigate all site conditions that may affect execution of work as detailed in the construction documents. Contact the City's Public Works Department or their designee for changes or alterations before proceeding.

ASSURANCES
The responding Contractor shall provide a statement of assurance that the Contractor is not presently in violation of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida, and ordinances and regulations of the City of St. Pete Beach will apply.

TRAFFIC CONTROL AND STAGING AREA
Contractor shall include all costs associated with vehicular and pedestrian traffic control and maintenance during the project. Contractor shall be responsible for providing a staging area. The location of this area must be approved by the City Manager or designee. The Contractor will be required to control the area including any additional fencing or barricades and Contractor will be responsible for the restoration of this and all other staging areas provided by the City.

ASSIGNMENT AND TRANSFER OF CONTRACT
The Contractor shall not assign or transfer this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety, and any such assignment or transfer without such written consent shall be null and void.

SUBCONTRACTS
The Contractor shall not subcontract this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety. Any Subcontractor approved by the City will be subject to the same standards and qualifications as stated in this Contract.

PERFORMANCE PAYMENT BOND
Not required for this contract.

LIQUIDATED DAMAGES
If the work embraced by this Contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the City fixed, agreed, and liquidated damages in the amount of either Five-Hundred Dollars ($500) per day for each calendar day of delay until the work is satisfactorily completed.

PAYMENT
Payment shall be made to the Contractor for work performed under this Contract for the quantities of work as determined in accordance with Payments for Work Completed and Payments Withheld of this Contract. Payment for extra work will be made in accordance with the Changes in Work, Contract Amount, and Contract Time sections below.

CHANGES IN THE WORK

Without invalidating the Contract, the City may, at any time or from time to time, order additions, deletions or revisions in the work authorized by written Change Orders or directives. Upon receipt of a Change Order, the Contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract documents. If any Change Order causes an increase or decrease in the Contract Amount or any extension or shortening of the Contract Time, an equitable adjustment will be made.

Additional Work performed by the Contractor without authorization of a Change Order will not entitle them to an increase in the Contract Amount or any extension of the Contract Time, except in the case of an emergency (subject to approval by City Manager or designee).

It is the Contractor's responsibility to notify their Surety of any changes affecting the general scope of the Work or change of the Contract Amount and the amount of the applicable bonds shall be adjusted accordingly, and an amended bond document furnished to the City. In the event the City directs the Contractor to make a change in the Work, and if the City and the Contractor do not arrive at a mutually acceptable increase or decrease in the Contract Amount, the contractor shall not use any such lack of mutual acceptance as a basis or cause to stop or otherwise delay the progress or the execution and completion of any of the work ordered, directed or required pursuant to the Contract Documents.

If the Contractor believes an event or situation has occurred which justifies a change in the Contract Amount or Contract Time, he shall deliver a written notice to the City Manager or designee. Each such written notice shall be delivered promptly and no later than fifteen (15) business days after the Contractor first discovered the occurrence. The Contractor shall be deemed to have waived the right to collect any and all costs incurred more than fifteen (15) business days prior to the date of delivery of the written notice and shall be deemed to have waived the right to seek an extension of the Contract Time with respect to any delay in the Progress Schedule which accrued more than fifteen (15) business days prior to the date of delivery of the written notice.

Any such notice shall include sufficient detail to explain the basis of entitlement to a claim for an adjustment to the Contract Amount of Contract Time. When requested by the City Manager or designee, the Contractor shall furnish any additional information and details as may be required to determine the facts or allegations involved, which shall be provided within fifteen (15) business days of the request unless a longer time period is allowed by the City Manager or designee.

The Contractor shall prepare bids detailing proposed adjustments to Contract Amount and/or Contract Time and submit them to the City Manager or designee within fifteen (15) business days of the City's issuance of a proposed Change Order or the Contractor's submitting a written notice of a change or claim for an adjustment to the Contract Amount or Contract Time. The contractor's bids shall be irrevocable for a period of at least sixty (60) business days after receipt by the City. Any delay in the submittal of a complete, adequate and acceptable bid will not justify an increase in Contract Amount or Contract Time. Contractor agrees that it shall give the City access to any and all of Contractor's and Subcontractors' books, records and other materials relating to proposed Change Orders and other claims for adjustment to Contract Amount or Contract Time.

CHANGE OF CONTRACT AMOUNT

The Contract Amount constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Amount. The Contract Amount may only be changed by written Change Order issued by the City. Any claim for an increase in the Contract Amount shall be in writing and delivered to the City Manager or designee within fifteen (15) business days of the occurrence of the event giving rise to the claim.

All claims for adjustment in the Contract Amount shall be determined by the City Manager or designee. However, no claim for an adjustment to the Contract Amount will be considered for unforeseeable causes that were beyond the fault or negligence of the Contractor or his Subcontractors or supplier such as acts of God, floods, riots, etc. This restriction does not restrict submission of claims for additional Contract Time due to events of this nature. Any change in the Contract Amount shall be incorporated in a Change Order.

Contractor bids or claims shall cover all aspects of the Work involved and shall be fully documented and itemized as to all costs, quantities and charges for overhead and profit. Amounts for Subcontractors or Suppliers at any tier shall be similarly supported. When determining Subcontractors' costs, the methods to be used shall be those used for the Contractor's costs, except that the term "Subcontractor" shall replace the term "Contractor," context permitting.

Changes in Contract Amount for extensions in Contract Time shall exclude costs that are unaffected or do not relate to the extension in Contract Time, such as: (a) operating costs of construction equipment assigned to the Work on a continuing basis, (b) operating costs and owned/rental costs of construction equipment (crane used for specific lifts, concrete pump used for specific pours, etc.), and (c) fully paid site facilities, tools, etc.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Amount where the Work involved is covered by unit prices contained in the Contract Documents shall be determined by application of unit prices to the quantities of the items involved. If the quantities originally contemplated are so changed in a proposed Change Order, that application of the Unit Prices to the quantities proposed will cause substantial inequity to the City or the Contractor, the applicable unit price(s) shall be equitably adjusted by mutual agreement.

If the value of work covered by a Change Order cannot be established or mutually agreed to utilizing previously established unit rates, the value shall be determined by the City on the basis of an estimate of the out-of-pocket cost and percentages that are acceptable to the City for overhead and profit. The out-of-pocket cost shall only include those direct costs which are needed to perform the work such as labor (including payroll taxes, fringe benefits, labor burden and workers' insurance), materials, equipment, and other incidental out-of-pocket construction costs directly involved in the work, including but not limited to small tools, expendables and material costs but shall not include project management or project supervisory costs unless the Change Order includes an increase in the Contract time.

In such case, the Contractor will submit in the form prescribed by the City an itemized cost breakdown together with supporting data.

The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the City. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

To be eligible for consideration, the Contractor's written claim for a change in the Contract price, including claim(s) from sub-contractors, shall include an itemized cost breakdown with supporting data as described below:

A. For labor: Provide written documentation from the Contractor and Subcontractors or others as appropriate in the form of a detailed breakdown by each labor classification involved indicating the number of hours of Work involved and the hourly payroll rate applicable to each to substantiate the basis and amount of the direct labor cost. The direct labor cost may be increased to provide an allowance for indirect payroll costs (labor burden), such as payroll taxes, fringe benefits, and workers insurance after all premium discounts, rebates and other appropriate reductions have been taken.

B. For material, supplies, equipment, furnishings, etc., to be installed or included in the Work: Provide written documentation from the Contractor and Subcontractors, suppliers, etc., to substantiate the basis and amount of the various cost items involved. Material costs shall reflect the Contractor's reasonably anticipated net actual cost after consideration of trade discounts and volume rebates.

C. For construction equipment: Provide written documentation in the form of a detailed breakdown by each construction equipment category, indicating the applicable unit rates (i.e., dollar amount per hour, dollar amount per day etc.,) and the number of hours, days, etc. to substantiate the basis and amount of the construction equipment out-of-pocket costs.

CHANGE OF CONTRACT TIME

The Contract Time may only be changed by written Change Order. Any claim for an extension in the Contract Time shall be in writing and include an analysis of the Progress Schedule as further described in the Specifications and shall be delivered to the City Manager or designee within fifteen (15) business days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by the City Manager or designee. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. The Contract Time may be extended for an amount equal to time lost due to unforeseeable causes beyond the control of the Contractor (and his Subcontractors and Suppliers) if he makes a claim therefrom. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by the City; fires; floods; labor disputes; epidemics; or acts of God.

All time limits stated in the Contract Documents are of the essence to the Contract. The stated time limits are agreed to be adequate to complete the work, including the procurement, manufacture and delivery of all material and equipment required, and account for any and all potential impact, delays, disruptions and costs that may be expected.

CITY'S RIGHT TO DIRECT PURCHASE

The City has reserved the right to purchase certain items and materials for this project directly in an effort to save applicable sales tax in compliance with Florida Law.

The City will issue purchase orders directly to the vendors supplying the equipment being directly purchased by the City for this project. Each Purchase Order will be accompanied by the City's Certificate of Exemption and a Certificate of Entitlement. All direct purchase vendor invoices will be issued to the City of St. Pete Beach and the City will issue payment to each direct purchase vendor from City funds. The City will take title to the equipment at time of delivery from the vendor and will issue a separate Certificate of Entitlement for each purchase order.

The Contractor shall assist the City with receipt of materials furnished by the City in accordance with these Special Provisions including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, providing and obtaining all warranties and guarantees required by the Contract Documents, assist with inspection of the goods at the time of delivery and notify the City immediately of any deficiencies noted. It is understood that the owner assumes the risk of damage or loss during the time that the building materials are physically stored at the job site prior to their installation or incorporation

into the project. The Contractor shall coordinate with the City regarding the delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular material furnished.

As City Furnished Materials are delivered to the job site and accepted by the City, the City shall notify the Contractor who will assist the City to visually inspect all shipments from the suppliers. The City will approve the vendor's invoice for material delivered upon adequate inspection and recommendation of the Contractor. The City shall assure that each delivery of City Furnished Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made and Contract Documents including but not limited to Contract, Plans, Specifications, and approved Shop Drawings. This documentation may consist of a delivery ticket, bill of lading and an invoice from the supplier conforming to the Purchase Order together with such additional information as the City may deem necessary.

PAYMENTS FOR WORK COMPLETED

Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable on estimates made by the City Manager or designee and as approved by the City, provided that the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained five percent (5%) on the amount of each estimate until final completion and acceptance of all work covered by the Contract. Upon completion and acceptance of the work, the City Manager or designee shall issue a certificate that the work has been completed and accepted by them under the conditions of the Contract and shall make and approve the final estimate of the work. The entire balance found to be due the Contractor, including that retained by the City, should be paid to the Contractor. Such payment shall be conditioned, however, upon the submission by the Contractor of evidence satisfactory to the City that all claims for labor, material, and any other outstanding indebtedness in connection with the Contract have been paid. Such payment shall also be conditioned upon approval and acceptance of the construction and improvements by the City.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the City Manager or designee so certifies, the City shall upon the Certificate of the City Manager or designee, and without terminating the Contract make payment for the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim. If such delay occurs and payment is made under this clause, the Contractor shall nevertheless be prepared to complete the work in a timely manner upon the remedy or removal of such delay, and shall be bound under this Contract for the completion of such work unless this Contract is otherwise terminated. All payments will be made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

PAYMENTS WITHHELD

The City Manager or designee may withhold, or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the City from loss on account of:

a) Defective work not remedied.

b) Claims and/or liens filed or reasonable evidence indicating probable filing of claims.

c) Failure of the Contractor to make payments properly to Subcontractors or for material or labor.

d) A reasonable doubt that the Contract can be completed for the balance then unpaid.

e) Damage to another Contractor

f) Failure of the Contractor to keep their work progressing in accordance with their time schedule.

FINAL PAYMENTS

Upon the completion and acceptance of the work, the City Manager or designee shall issue a certificate that designates that the whole work provided for in this Contract has been completed and accepted by him under the conditions and the terms thereof and shall make the final estimate of the work. After issuance of the certificate, the entire balance found to be due the Contractor, including said retained percentage by the City in accordance with existing state laws as may be retained lawfully by said City, shall pay excepting such sums to the Contractor.

Before the approval of the final payment, the Contractor shall submit evidence satisfactory to the City that states that all payrolls, materials, bills and outstanding indebtedness in connection with this Contract have been paid.

LIENS

If at any time there shall be evidence of any lien or claim for which the City might become liable and which is chargeable to the Contractor, the City shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient for complete indemnification against such lien or claim. In the event the City has already paid to the Contractor all sums due under this contract or the balance remaining unpaid is insufficient to protect the City, the Contractor and his Surety shall be liable to the City for any loss so sustained.

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

The term "City Manager or designee" wherever used in the Contract shall be the City of St. Pete Beach or its duly authorized representative. Notices of any change in the City Manager or designee shall be given in writing by the City to the Contractor. The City Manager or designee shall have full authority to interpret the Plans and Specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under the Contract and every question relative to the fulfillment of the terms and provisions therein. It shall be the duty of the City Manager or designee to enforce the Plans and Specifications in a fair and unbiased manner. If a variation from any requirements is allowed the City Manager or designee shall grant the same in writing with the reasons for his action outlined, and such action will not invalidate or change the Contract in any other manner.

INTENT OF PLANS AND SPECIFICATIONS

The Contractor shall keep on the job a copy of the Plans and Specifications and shall at any time give the City Manager or designee access thereto. Anything mentioned in the Specifications and not shown on the Plans or shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. The Contractor shall not take advantage of any errors, discrepancies or omissions that may exist in the Plans and Specifications but shall immediately call them to the attention of the City Manager or designee whose interpretation or correction thereof shall be conclusive. Should a conflict occur between the General Specifications and any Supplemental Specifications and/or Plans, the latter shall govern.

LICENSES AND PERMITS

The Contractor shall obtain and pay for all necessary City licenses and work permits and shall faithfully comply with all laws, ordinances and regulations, (Federal, State or local) which may be applicable to the operations to be conducted hereunder, except for those permits obtained by the City. Notwithstanding the provisions above, the contractor is responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.

Chapter II, Section II-4, "Registration of Licenses Obtained From Other Municipalities:" "Persons, partnerships, corporations, or other business entities doing business with the City who are not required to obtain a City occupational license, but who must have either a State or County or Municipal occupational license from another municipality, shall register such occupational license with St. Pete Beach Community Development Department. The City may charge a fee for such registration." The Contractor shall be responsible for obtaining all City, County, State and Federal permits required by those government agencies and must provide documentation of receipt of those permits prior to project commencement. This shall include a notice to commence work letter and the applicable fee, if required. Any sub-contractor hired by the contractor awarded the project, MUST also register their license with the City.

SUPERINTENDENCE

The Contractor shall constantly superintend all the work embraced in this Contract in person or by a responsible agent who shall have in writing, full authority to act for them and to carry out all the instructions given by the City Manager or designee.

LABOR PROVISIONS

The Contractor and his Subcontractors shall discharge, whenever ordered to do so by the City Manager or designee, any employee who is disorderly or whose conduct in the opinion of the City Manager or designee is detrimental to the prosecution of the work. No person whose age or physical condition is such as to make this employment dangerous to his/her health and safety or to the health and safety of others shall be employed on the work, and in no event shall any persons under the age of sixteen (16) years be employed.

INSURANCE

The Contractor shall procure and maintain at his/her own expense, during the life of the Contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of the City for adequacy of protection and shall include a provision preventing cancellation without twenty (20) business days prior notice to the City in writing. The City shall be included as an additional insured on all liability insurance. The liability insurance required is as follows: Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor hired by the Contractor or anyone directly or indirectly employed by the Contractor or hired by the Contractor.

The successful Contractor shall supply and maintain insurance which defends, indemnifies and holds harmless the City of St. Pete Beach, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by the Contractor or third party under the direction or control of the Contractor. Such general and excess liability coverage shall be primary to any other coverage carried by the City of St Pete Beach. Contractor must furnish the City with Certificate of Insurance prior to commencement of work. An approved Certificate of Insurance furnished by the Contractor's carrier to guarantee the Contractor being insured with the City of St Pete Beach must be named as a certificate holder for this contract. The following minimum coverage:

- Commercial General Liability Insurance $1,000,000.00.
- Comprehensive General Liability Insurance of $1,000,000.00 each occurrence.
- Personal Injury for $1,000,000.00 each occurrence.
- Automobile Liability $1,000,000.00.

- General Workers Compensation Insurance as required by Florida law.
- Longshore Harbor Workers Compensation Insurance

PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all their work and materials from damage or theft and shall protect the City's property and all adjacent property from injury or loss arising in connection with activities under their Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be caused by agents or employees of the City.

The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the site of the work. Should the situation arise that physical security is needed the Contractor will provide security on off days and holidays. The Contractor shall be responsible for all charges incurred with such action.

The Contractor shall post danger signs warning against any hazards created by the work being done under their Contract. They shall designate a responsible member of their organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the City Manager or designee and City in writing. In an emergency affecting the safety of life, or of the work or adjoining property, the Contractor, without special instruction or authorization from the City Manager or designee, or City, is hereby permitted to act, at their own discretion, to prevent such threatened loss or injury, and they must take such action if so instructed or authorized by the City Manager or designee. The Contractor shall also protect adjacent property as required by law.

PARKING

The Contractor shall arrange with City Manager or designee for temporary parking areas to accommodate construction personnel and construction equipment. Note that limited parking spaces are available in the City of St. Pete Beach. The Contractor will be asked to coordinate with the City's representative on site on a regular basis to minimize the impact on residents and visitors.

TRANSPORTATION, HANDLING AND STORAGE

The Contractor shall transport, handle, protect and store products in accordance with manufacturer's instructions and all environmental regulatory agencies.

VEHICLES

Business vehicles shall be identified on both sides with the name of the company.

ENVIRONMENTAL PROTECTION

It shall be the Contractor's responsibility to implement construction methods, best management practices, and erosion control methods that avoid water pollution as required by the State of Florida Department of Environmental Protection (FDEP), City of St. Pete Beach, and Pinellas County. Any Contractors in violation of the City of St. Pete Beach Regulations, Pinellas County Regulations, Florida Department of Environmental Protection Regulations, or any other regulatory agency regulations shall be the sole responsibility of the Contractor. The Contractor shall hold harmless the City of St. Pete Beach and the City Manager or designee from any fines and litigation resulting from the Contractor's actions. The Contractor shall pay all attorneys' fees, fines, penalties and any other such expenses resulting from the Contractor's actions. The Contractor shall provide all necessary measures to prevent any materials whatsoever from entering the waterway except for those materials, which are shown, on the plans as completed structures. The Contractor shall provide MSDS sheets to the City Manager or designee on all applicable materials before applying those materials. The Contractor shall secure the necessary education, certifications, licenses and permits required by state and local agencies to operate and manage a construction site,

including but not limited to, FDEP requirements related to Coastal Construction Control Line. The Contractor shall abide by all rules and regulations set forth and required by the City of St. Pete Beach's MS4 NPDES Permit.

TIMELY DEMAND FOR STAKES AND INSTRUCTIONS

The Contractor shall provide reasonable and necessary materials, opportunities, and assistance for setting stakes and making measurements, including the furnishing of a rodman, or a chainman at intermittent times during the construction period. They shall not proceed until they have received such stakes and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such stakes and instructions. The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction, they will be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

WORKMANSHIP

The Contractor acknowledges that they have satisfied themselves as to the nature and location of the work; the general and local conditions including but not restricted to those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, surface conditions, subsurface conditions, tides or similar physical conditions at the site, the character of equipment and facilities required to prosecute the work. Any failure by the Contractor to acquaint themselves with any aspect of the work or with any of the applicable conditions shall not relieve the Contractor from the responsibility to successfully perform the work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

UTILITIES

The Contractor shall anticipate all underground obstructions such as water lines, gas lines, sewer lines, utility lines, or any other public or private facilities and debris. In all cases where existing utility lines may be interfered with by the work, the Contractor shall give a minimum of thirty-six (36) hours' notice to the owners of such utilities, to permit them to relocate the lines prior to construction. No extra payment shall be allowed for the removal, replacement, repair or possible increased cost caused by underground obstructions. The location of existing structures and utilities provided in the plans are approximate only. Any damage to existing structures to remain or work of any kind shall be repaired or restored promptly by, and at the expense of the Contractor.

The Contractor shall at all times protect all desirable trees, plants, curbs, sidewalks, irrigation components, and structures not requiring removal to accomplish the work, whether or not they are shown on the plans. The Contractor must contact the City to obtain tree removal permits for the removal of any tree not identified for removal in the Project Plans.

In matters of restoration, all materials, construction, and workmanship shall be acceptable to, and approved by the City of St. Pete Beach and the City Manager or designee. No changes in size, shape, configuration, location, materials, or construction shall be made without prior written authorization from the City Manager or designee. Any demolition debris and other debris shall be hauled offsite and properly disposed of by the Contractor and shall be inclusive to the prices as stated in the BID SCHEDULE, unless otherwise stipulated as part of the project to remain.

No interruption of ingress and egress to private property shall be made unless the Contractor has made prior arrangements acceptable to the owner of the affected property. The City Manager or designee shall notify affected residents/property owners of impending activity or inconvenience via door hanger.

The Contractor shall provide all traffic control devices utilized during construction and meet the

requirements set forth in the Florida State Department of Transportation "Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance, and Utility Operations."

CLEANING UP

Upon completion or termination of the work the Contractor shall, as directed by the City Manager or designee, remove from the vicinity of the work all equipment and temporary structures, waste materials and rubbish resulting from his operations, leaving the premises in a neat and presentable condition. All debris generated by the Contractor will be removed before leaving the area. All areas will be raked to remove smaller debris. All surrounding sidewalks, parking lots and roadways will be cleared of any dust or debris generated by the Contractor. In the event of their failure to do so, the City at the expense of the Contractor may do the same, and their Surety shall be responsible.

DEFECTIVE WORK OR MATERIAL

The Contractor shall promptly remove from the premises all work and materials condemned by the City Manager or designee as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work or materials within a reasonable time after notice, the City may remove them and store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) business days' time thereafter, the City may, upon thirty (30) business days written notice sell such materials at auction or at private sale and shall account for the net proceeds thereof after deducting all the costs and expenses that should have been borne by the Contractor.

DISPUTE RESOLUTION

The Contract shall be construed under Florida law. The parties agree that all controversies, claims and other matters in question between the parties arising out of or relating to this Contract or its breach shall be resolved through mediation. Upon notice of any party to the Contract of a dispute, question or controversy, the parties shall agree to the appointment of a qualified mediator. A qualified mediator is a person who has received at least forty (40) hours of mediation training and has actual experience as a mediator in resolving contract disputes. If the dispute, question or controversy is not resolved through mediation within sixty (60) business days of a notice of the dispute between the parties, the City reserves the right to seek resolution through court action.

INDEMNIFICATION

In consideration of the payment of ten dollars ($10.00) as part of the above purchase price, Contractor shall indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the responding firm and any persons employed or utilized by the responding firm in the performance of the Contract.

GENERAL WARRANTY

Neither the final certificate nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom that shall appear within a period of eighteen (18) months from the date of final acceptance of the work, unless a longer period is specified. The City shall give notice of

observed defects with reasonable promptness.

LAND OF CITY, USE OF, BY CONTRACTOR

The City shall provide the land upon which the work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide, at his/her cost and expense, any additional land required. It will be the responsibility of the Contractor to repair or restore to the satisfaction of the City, at their own expense, any damage to land used for the above stated activities or any other activities approved by the City.

OTHER WORK

Wherever work being done by the City or by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City Manager or designee to secure the completion of the various portions of the work in general harmony.

OTHER CONTRACTS

The City may award other Contracts. The Contractor shall fully cooperate with such other Contractors and carefully fit his/her own work to that provided under other Contracts, as may be with the performance of work by any other Contractor or City.

COOPERATIVE PURCHASING

Pursuant to their own governing laws and subject to the agreement of the Contractor, governmental entities may make purchases under the terms and conditions contained in the executed Contract, if agreed to by Contractor. Such purchases are independent of the Contract between the City and the Contractor, and the City is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

DELAYS AND EXTENSION OF TIME

If the Contractor should be delayed at any time in the progress of the work by an act or neglect of the City or the City Manager or designee, or of any employee of either, or by any separate Contractor employed by the City, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any cases beyond the Contractor's control, or by delay authorized by the City Manager or designee, or by any cause which the City Manager or designee shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City Manager or designee may decide. No such extension shall be made for a delay that occurs more than five (5) business days before a claim is made in writing to the City Manager or designee. In the case of a continued cause of delay, only one (1) claim is necessary. This section does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

CITY'S RIGHT TO TAKE OVER THE WORK

If the Contractor shall be adjudged bankrupt, or if they should make a general assignment for the benefit of its creditors, or if a receiver should be appointed to take over their affairs, or if they should fail to prosecute their work with due diligence and carry the work forward in accordance with its' work schedule and the time limits set forth in the Contract Documents, or if they should fail to substantially perform one or more of the provisions of the Contact Documents to be performed by them, the City may serve written notice on the Contractor and the Surety on its' performance bond, stating the City's intention to exercise one of the remedies hereinafter set forth and the grounds upon which the City bases its right to exercise such remedy. In any event, unless the matter complained of is satisfactorily cleared within ten (10) business days after

the service of such notice, the City may, without prejudice to any other right or remedy exercise one of such remedies at once; having first obtained a certificate from the City Manager or designee that such sufficient cause exists to justify such action.

The City may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and their Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance of the Contract within ten (10) ten days after service of the notice of termination, the City may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of their service, the Contractor shall not be entitled to any further payment under their Contract until the work is completed and accepted. If the City takes over the work and the unpaid Contract balance exceeds the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Contractor, the excess unpaid Contract balance shall be paid to the Contractor. If the City takes over the work and the unpaid Contract balance does not exceed the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Contractor, the Contractor and his Surety shall pay the difference to the City. The City Manager or designee shall certify such cost, expenses, and damages.

The City may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such event, the City shall be entitled to collect from the Contractor and his Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred by it through the default of the Contractor, provided the City Manager or designee approves the amount thus charged to the Contractor.

The City may require the Surety on the Contractor's bond to take control of the work at once and see to it that all deficiencies of the Contractor are made good with due diligence. As between the City and the Surety, the entire cost of making good such deficiencies shall be borne by the Surety. If the Surety takes over the work, either upon termination of the services of the Contractor or upon instructions from the City to do so, the provisions of the Contract Documents shall govern in respect to the work done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to the payment for the work and provisions of this section as to the right of the City to do the work itself or to take control of the work.

RIGHT OF OCCUPANCY

The City shall have the right, if necessary, to take possession of and to use any completed or partially completed portions of the work, if such use be approved by the City Manager or designee even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such possession and use if it materially interferes with the Contractor's operations. The City shall also have the right to enter the premises with the Contractor for the purpose of doing work not covered by its Contract.

ACCEPTANCE

Final inspection and acceptance of the work shall be made for the City by the City Manager or designee. Such inspection shall be made as soon as practical after the Contractor has notified the City in writing that the work is ready for such inspection.

WAIVER

It is expressly understood and agreed that any waiver granted by the City Manager or designee of any term, provision, or covenants of the Contract shall not constitute a precedent or breach of the same or any other

terms, provisions, or covenants of the Contract. Neither the acceptance of the work by the City nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the City of any claim which the City may have against the Contractor or Surety under this Contract or otherwise.

INSPECTION

The City Manager or designee and his representative shall, at all times, have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship, are in accordance with the requirements and intentions of the Plans. All work done and all materials furnished shall be subject to their inspection and approval by the City Manager or his designee. If any work should be covered up without approval or consent of City Manager or designee, it must, if required by the City Manager or designee, be uncovered for examination at the Contractor's expense.

The City Manager or designee may order re-examination of questioned work and if so ordered, the Contractor must uncover the work. If such work were found in accordance with the Contract Documents, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless they show that the defect in the work was caused by another Contractor, and in that event, the City shall pay such cost.

The inspection of the work shall not relieve the Contractor of any of their obligations to fulfill their Contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on estimates for payment. All work shall be tested to the satisfaction of the City Manager or designee before acceptance.

BID REVIEW AND CONTRACT AWARD

Failure to submit all documents requested at the time of bid may deem the Contractor's bid ineligible for award. The City of St. Pete Beach reserves the right to reject any or all bids or parts of bids or accept any bid or part thereof deemed to be in the best interests to the City of St. Pete Beach. The City shall be the sole final judge of qualifications of the bidder to perform service and reserves the exclusive right to accept or reject any bids as it deems to be in the best interests of the City. The City may waive any informality.

LOCAL, STATE AND FEDERAL COMPLAINCE REQUIREMENTS

The laws of the State of Florida do apply to any purchase made under this Request for Bid. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to their bid and subsequent contracts include but not limited to Equal Employment Opportunity, Minority Business Enterprise, and OSHA as applicable to this contract.

Compliance with Fla. Stat. 448.095:

- Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095. Contractor must use the U.S. Department of Homeland Security's E-Verify System, hhtps://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this Agreement.

- Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095 (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

- Contractor must provide evidence of compliance with Fla. Stat. 448.05 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

- Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statue by the Contractor, the Contractor may not be awarded a public agreement for a period of 1 year after date of termination.

RESERVES THE RIGHT

The City reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request re-submission. If only one bid is received by the bid date and time listed, the bid may or may not be rejected by the City depending upon bid review and the needs of the City.

The City reserves the right to select a firm with or without additional interviews and may decide to select any of the firms submitting bids. The City reserves the right to award the contract to a responsible proposer submitting a responsible bid, with a resulting negotiated agreement which is most advantageous and in the best interest of the City.

Proposers, bidders, their agents, and associates shall not contact or solicit any City Commission member, City employee, or official regarding this RFB during any phase of the bidding process. Failure to comply with the provision may result in disqualification of the bidder, at the option of the City. Only that individual listed, or an approved designee, as the contact person for this RFB shall be contacted.

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a responding firm may be permitted to withdraw an erroneous submittal prior to the award by the City Commission, if the following is established:

- That the responding firm acted in good faith in submitting the submittal;
- That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would work severe hardship upon the respondent;
- That the error was not the result of gross negligence or willful inattention on the part of the respondent;
- That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal; or
- The responding firm submits documentation and an explanation of how the error was made.

CONE OF SILENCE

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

TERMINATION

The resulting contract may be canceled by the City when:

- Sufficient funds are not available to continue its full and faithful performance of this contract.
- There is sub-standard or non-performance of contract.
- The City wishes to terminate at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

The resulting contract may be canceled by either party in the event of substantial failure to perform in accordance with the terms by the other party through no fault of the terminating party.

FISCAL NON-FUNDING

If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel this Agreement immediately upon written notice to the vendor.

PROJECT RECORDS

The awarded firm shall maintain auditable records concerning the procurement to account for all receipts and expenditures, and to document compliance with the Contract. These records shall be kept in accordance with generally accepted accounting methods, and the City of St. Pete Beach reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes. Additionally, the awarded firm shall abide by and comply with Florida Statutes regarding public records. Specifically, the firm shall be aware of the provisions found in Section 119.0701, Florida Statutes.

Upon completion of the project, all reports, studies, recommendations, forms, and other project specific information will need to be submitted in paper and in an electronic file format (.PDF, .JPEG) on CD or USB storage device.

V. REFERENCES & MINIMUM QUALIFICATIONS

Provide at least three (3) or more professional, business references with which you have contracted to provide similar services in the past five (5) years. Include the name of the person, its organization, telephone number, fax number, and e-mail address. Include any governmental agencies, with the same contact and descriptive information for which you have provided similar service within the past five (5) years.

Provide a brief description of the history and capabilities of the firm. Describe the types of projects or services the firm performs/has performed and the dollar value of each. Provide information regarding your firm's ability to complete this project. Demonstrate that the firm's personnel have experience with similar projects.

Identify all unresolved and ongoing claims and disputes against your firm in excess of $500,000. Include any claims against the principals of your firm or any claims your company may have against a third party. Provide a history of litigation, including the outcomes, for the past five (5) years.

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of St. Pete Beach will apply.

Provide the overall bonding capacity for the company and provide a history of any claims against the bidder's previous bonds for the past five (5) years.

The City shall be the sole final judge of qualifications of bidder to perform service and reserves the exclusive right to accept or reject any bid as it deems to be in the best interests of the City. The City reserves the right to make such investigation, as it deems necessary, to determine the ability of any proposer to perform the work or service requested. Failure to comply with the requirements of this section may be grounds for rejecting a response.

VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO § 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach

by: _____
(Print individual's name and title)

for: _____
(Print name of entity submitting sworn statement)

at: _____
(Business address)

and (if applicable), its Federal Employer Identification Number (FEIN):

_____
(FEIN)

or, if the entity has no FEIN, include the Social Security Number:

_____
(SSN)

by the individual signing this sworn statement:

_____
(Signature)

2. I understand that a "public entity crime" as defined in § 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in § 287.133 (1)(b), Fla. Stat., means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in § 287.133 (1)(a), Fla. Stat., means:
   a. A predecessor or successor of a person convicted of a public entity crime or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who

knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the **statement which I have marked below is true** in relation to the entity submitting this sworn statement (indicate which statement applies).

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of ☐ physical presence or ☐ online notarization**, this _____ day of _____, 2022, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

_____
Notary Public – State of Florida

_____
(Print, Type, Stamp, or Commissioned Name of Notary Public)

VII. NON-COLLUSION AFFADAVIT

STATE OF _____

COUNTY OF _____

I state that I_____of_____,
(Name and Title) (Name of Firm)
am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.

2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.

3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher that the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.

4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5. _____, its affiliates, subsidiaries, officers, director, and employees (Name of Firm) are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Name of Organization: _____

Signed By: _____

Print Name: _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of ☐ physical presence or ☐ online notarization**, this _____ day of _____, 2022, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

_____
Notary Public – State of Florida

_____
(Print, Type, Stamp, or Commissioned

Name of Notary Public)

VIII. SPECIFICATIONS

All work shall conform to the most current Pinellas County Standard specifications, regulations, and details.

IX. SAMPLE AGREEMENT

Sample Agreement behind this page.

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

[Enter Contract Name]

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and Vendor Name. (hereinafter "Contractor"). The City and Contractor together shall be referred to as the "parties."

WHEREAS, The City properly issued a Request for Bids, attached and incorporated hereto as Exhibit "B" and the City Commission authorized the selection of Contractor at its [Insert Date] public hearing.

WHEREAS, City desires to purchase from Contractor the services described in this Agreement.

WHEREAS, Contractor is in the business of providing the services described herein, and has submitted an appropriate proposal to the City to provide the same.

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Contractor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

3. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

4. Public Records. The Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**

3. Employment Eligibility. The Contractor shall comply with all

local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.

a. Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095. Contractor must use the U.S. Department of Homeland Security's E-Verify System, https://e-verify.uscis.gov/emp to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.

b. Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

c. Contractor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Contractor's E-Verify number.

d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of one (1) year after date of termination.

29. Scope of Services. The Contractor must perform all work for the City required by the contract documents as set forth below:

a. Contractor will furnish all labor, materials, and equipment necessary as indicated in the Request for Bids (Exhibit B) in the amount of $(enter $ amount).

b. Contractor must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor must comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor must at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

c. Contractor will provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

d. Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.

e. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted. Last, Contractor warrants all material and workmanship for a minimum of (1) year from date of project completion and acceptancy by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor will, after receipt of a written notice from the City to do so, promptly correct the work.

30. Damages. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of $500 per day, for each day after the date set forth in paragraph 10, that Contractor has failed to properly and completely deliver all goods or provide all service specified herein. The Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

31. Remedies.

a. Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the city resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

b. Correction of Work. If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the city reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.

32. Waiver of Liens. Prior to final payment of the Contract Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.

33. Warranties.

a. Warranty of Title. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

b. Warranty of Specifications. The Contractor warrants that all goods, materials, workmanship furnished, whether by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions

supplied or adopted.

c. Warranty of Merchantability. The Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the city, or within such larger period of time as may be described by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor must after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Contractor a written acceptance of such condition.

34. Completion Date. Contractor shall provide the services, described herein to be completed within the first 12 months of the agreement.

35. Term. This Agreement will remain in effect for a period of [enter date] from the Effective Date.

36. Effective date. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

37. Termination. This Agreement may be canceled by the City when:
a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
b. Sub-standard or non-performance of Agreement.
c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.

38. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.

39. Non-Exclusivity. Contractor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.

40. Compensation. Upon Contractor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B.

41. Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than $1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of $100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

The Contractor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

42. Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, Contractor shall indemnify, defend and hold the City harmless for itself, its past/present/future elected and appointed officials, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, liability or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not, and in

connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph is not limited in any way by any limitation in this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended nor may it be construed, to waive City's rights and immunities under the common low or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

43. Discriminatory Vendor List. Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134 (1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287-134 (2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to a public entity; may not submit a bid or 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."

44. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with City, State, or United States policies, rules, or regulations relating to the use of Contractor's funds provided for herein. The contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in it business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

45. Audit Rights. The City reserves the right to audit the records of the Contractor for the commodities and/or serves provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must allow the City to inspect, examine and review the records of the Contractor in relation to this Agreement at any an all times during normal business hours during the term of the Agreement.

46. Exhibits. The following Exhibits shall be attached, incorporated, and made a part of this Agreement:

d. Florida public records law (Exhibit "A")
e. Request for Bid (Exhibit "B")
f. Vendor Proposal (Exhibit C)

47. Notices. All notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Contractor:

As to City:
City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

With Copy To:
Insert Vendor email address

With Copy To:
cityattorney@stpetebeach.org

48. Conflicts and Severability. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

49. Amendments. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

50. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

51. Assignment. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Contractor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

52. Counterparts. This Agreement may be executed and delivered

in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

53. Authority. Contractor hereby acknowledges that the person executing this Agreement on behalf of Contractor has the full authority to do so and to bind Contractor to the terms hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

City of St. Pete Beach:

Signature: _____

By:

Its: .Project Manager

Date: _____

Signature:
_____

By: Alex Rey

Its: City Manager

Date:
_____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Andrew Dickman
City Attorney

ATTEST:

_____
Amber LaRowe
City Clerk

EXHIBIT "A"

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action.

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

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

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

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency's custodian of public records in at least 14-point boldfaced type:

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 (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

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 public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT "B"

(Place Request for Bid behind this page)

Exhibit "C"

(Place Vendor's Bid Behind this Page)

Exhibit "C"

(Place Vendor's Bid Behind this Page)



City of St. Pete Beach
RFB Response
December Holiday Decorations
Christmas Designers Florida Joe Campbell – Director of Sales
jcampbell@christmasdesigners-fl.com 954-633-2159
3124 NW 16th Terrace, Pompano Beach, FL 33064

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Addendum received in connection with this Request for Proposal:

Addendum #1, Dated 3/20/2024 JC
Authorized Initials
Addendum #2, Dated 4/5/2024 JC
Authorized Initials

II. **CONTRACTOR'S BID SUBMITIAL**

The company that is submitting a bid declares that it has extensive experience in Holiday Decoration Installation and Removal.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no person other than herein mentioned has any interest in the Bid or in the Agreement to be entered into; that this Bid or Agreement is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Plans and Specifications for the work and Contract Documents relative thereto, and have read all special provisions furnished prior to the opening of bids; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for **"Holiday Decorations"** in St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the City of St. Pete Beach, Florida.

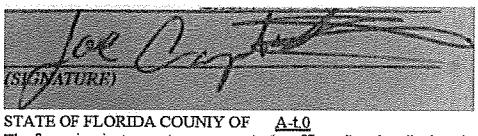
The successful bidder shall be required to utilize the template Agreement in this Request for Bids (RFB) and any questions regarding the Agreement must be addressed during the RFB process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach '" lick c:rc lo emcr text ".

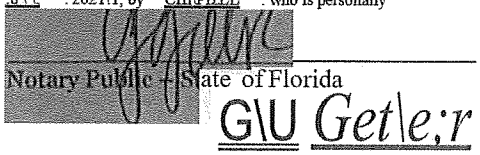
K:;OMPANY: Rileighs Outdoor, LLC dba Holiday Outdoor Decor dba Christmas Designers Florida
ADDRESS: PO Bo 4 hi PA 18 8

BIDDER:

DATE: 04.05.2024
PHONE: 954-973-4225
NAME: Joe Campbell - Director of Sales
(PRINT NAME& Tfl1.E)



STATE OF FLORIDA COUNIY OF A-t.0
The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of Y fph mcal presence or** D **online notarization,** this....5_ day of :8 \ \ . 2021!1, by Cffl\Pf£LL . who is personally

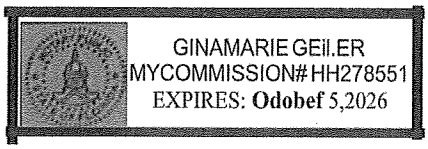


known to me or has produced---------- ;-,,.-.___....,__identification.
(SEAL)

e&.ow

:croe

(Print, Type, Stamp, or Commissioned Name of Notary Public)
SUBMIT BID TO:
OFFICE OF THE crrv CLE Cl1Y OF sr. PETE BEACH
155 COREY AVENUI , ST. PETE BEACH, FLORIDA 33706



v020222

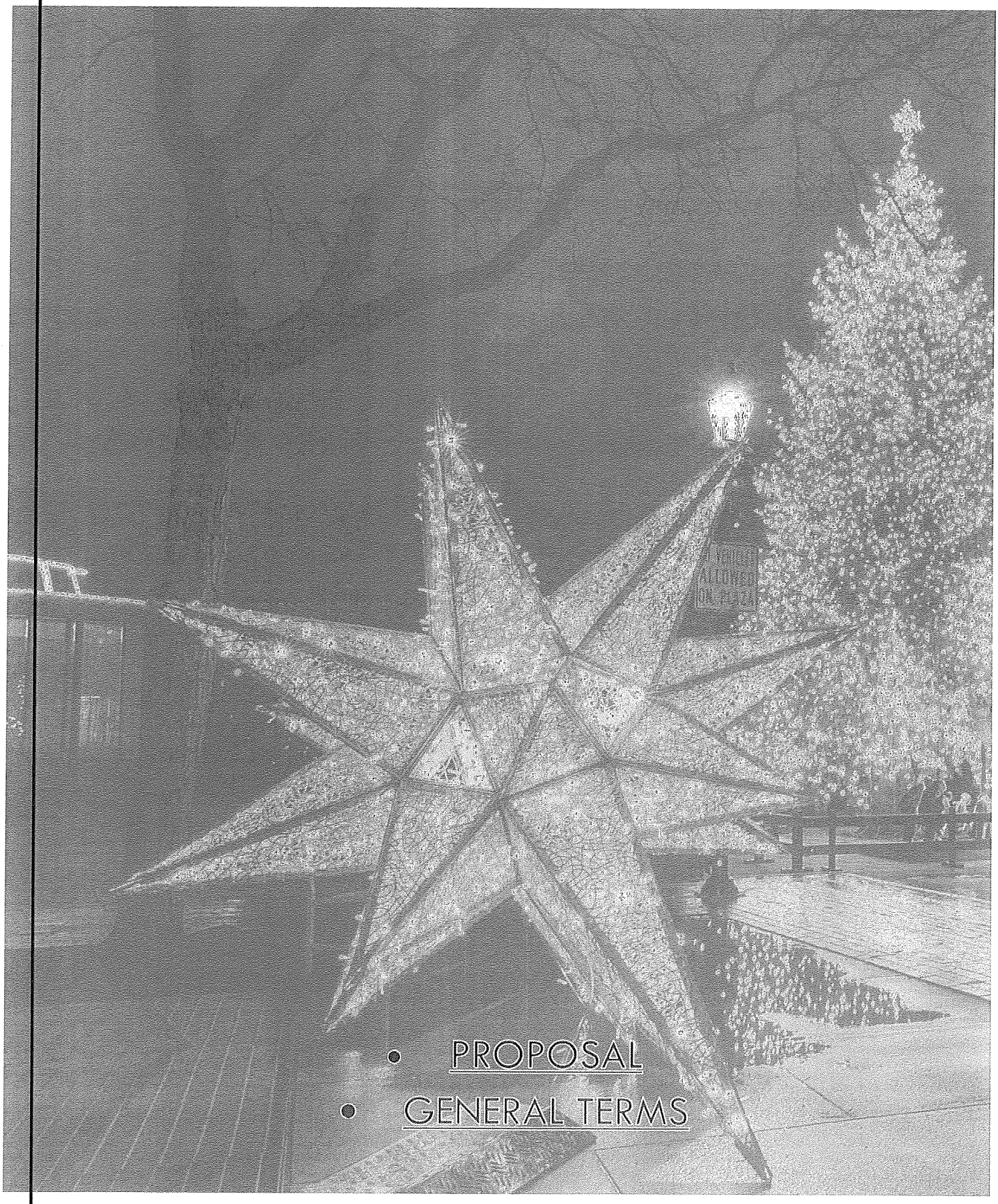
III. FEE SCHEDULE

Description	Quantity	Cost	Extended Price
Pole Mounts for Blind Pass and 75th Lighted	53	$230.00	$12,190.00
Pole Trim on Corey From Mangrove to Gulf Blvd, Mangrove From Corey to 75th	45	$130.00	$5,850.00
Tree Wrap on Gulf Blvd South from 75th (Medjool Palms 75' x 9" Red Garland Trim	24	$204.00	$4,896.00
Horan Park Tree 22' Panel Tree including 4' Star Topper	1	$5,829.00	$5,829.00
Pole Trim and tree wrap on the Pinellas Bayway from Toll Booth to Gulf Blvd. 75' x 9" Red Garland trim (utility Poles)	25	$165.00	$4,125.00
Tree at Pass-A-Grille Park 17' Panel Tree w/3' 3d Star Topper	1	$3,510.00	$3,510.00
Pole Trims and tree wraps in Pass-A-Grille on Gulf way and Pass-A Grille Way from 1st to 22nd Ave.	167	$130.00	$21,710.00
Pole trim on 8th, 9th and 10th Ave in Pass-A-Grille	22	$130.00	$2,860.00
Pole Mounts on Gulf Blvd from Corey Ave to Pinellas Bayway (Lighted)	68	$230.00	$15,640.00
3 Piece Bear Family Photo Op at Horan Park	3	VALUE ADDED	$0.00
3 Piece Deer Family Photo Op at Pass A Grill Park	3	VALUE ADDED	$0.00

4
v020222

HOLIDAY PROGRAM
2024

CITY OF
ST. PETE BEACH


• PROPOSAL
• GENERAL TERMS

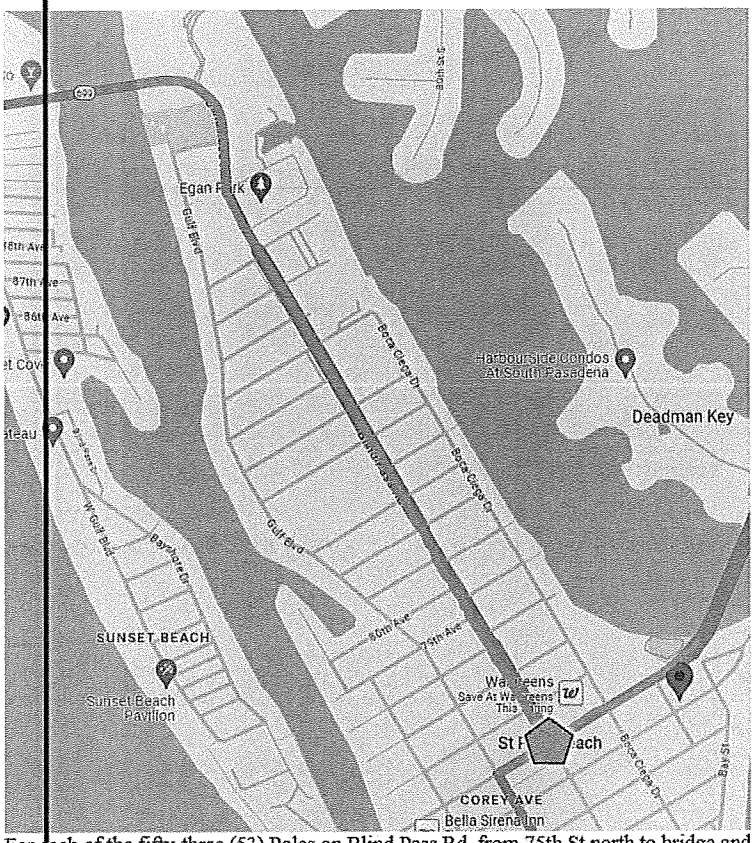
The material contained herein is the property of Holiday Outdoor Decor. Reproduction, copying, or use without prior consent is strictly prohibited.


Est.
1979
A HOLIDAY OUTDOOR DECOR COMPANY

PROPOSAL
CITY OF ST. PETE BEACH
Holiday Program 2024

AREA 1 – BLIND PASS RD

LEGEND
Explanation of symbols
on General Terms page



For each of the fifty-three (53) Poles on Blind Pass Rd, from 75th St north to bridge and 75th Ave from Bridge to Gulf Blvd, we will install one (1) Various Pole Decoration.
13 54" Wreath w/Colored Bell, Branch Garland 14-4-2 LED
LSE-PM-SLB-WCB54
13 54" Wreath w/Tube Candles, with Branch Garland 14-4-2 LED
LSE-PM-SLB-WTCG54
13 Poinsettia with Stem Pole Mount. 5.5'x7.5'. C9 LED and Garland Accents
LSE-PM-SLB-PAWS90
14 Single Poinsettia Pole Mount. Measures 5'x5.5'. C9 LED and Garland Accents
LSE-PM-SLB-SPA66

END AREA 1

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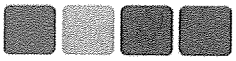
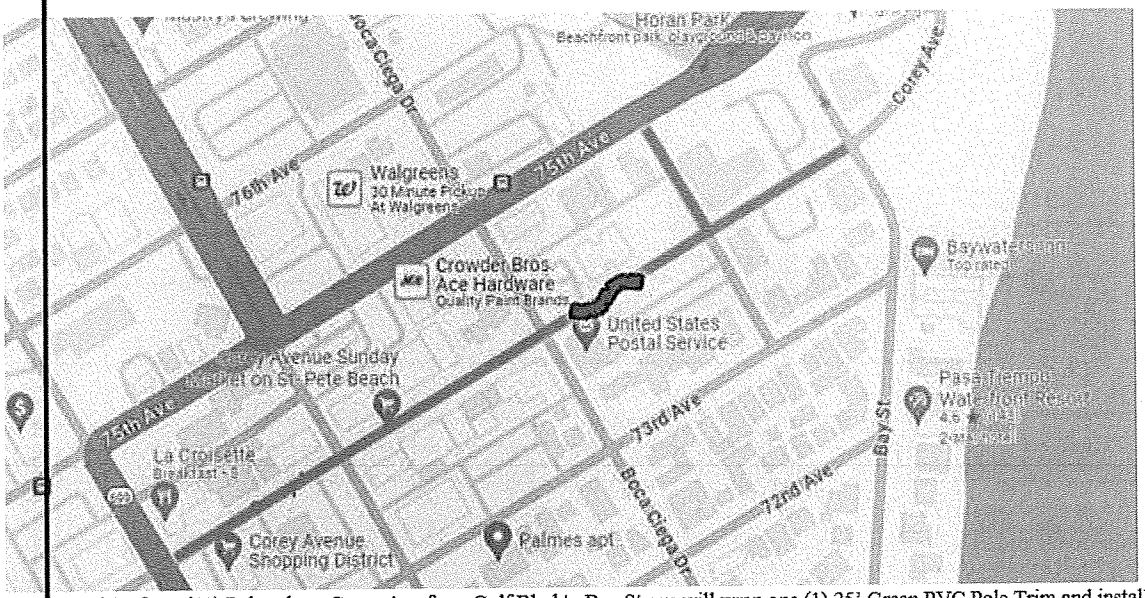


AREA 2 – DOWNTOWN



For each of the forty (40) Poles along Corey Ave from Gulf Blvd to Bay St, we will wrap one (1) 25' Green PVC Pole Trim and install two (2) 24" Red Glitter Bows at the top.
For each of the five (5) Poles along Mangrove St from Corey Ave to 75th Ave, we will wrap one (1) 25' Green PVC Pole Trim and install two (2) 24" Red Glitter Bows.
45 Pole Trim Green 25', 9" PVC/MET Regular Cut
LSE-VM-25-PT-9RGR
90 24" Red Glitter Bow, 4 Loop with Bracket
LSE-B-G24-RD-B

END AREA 2

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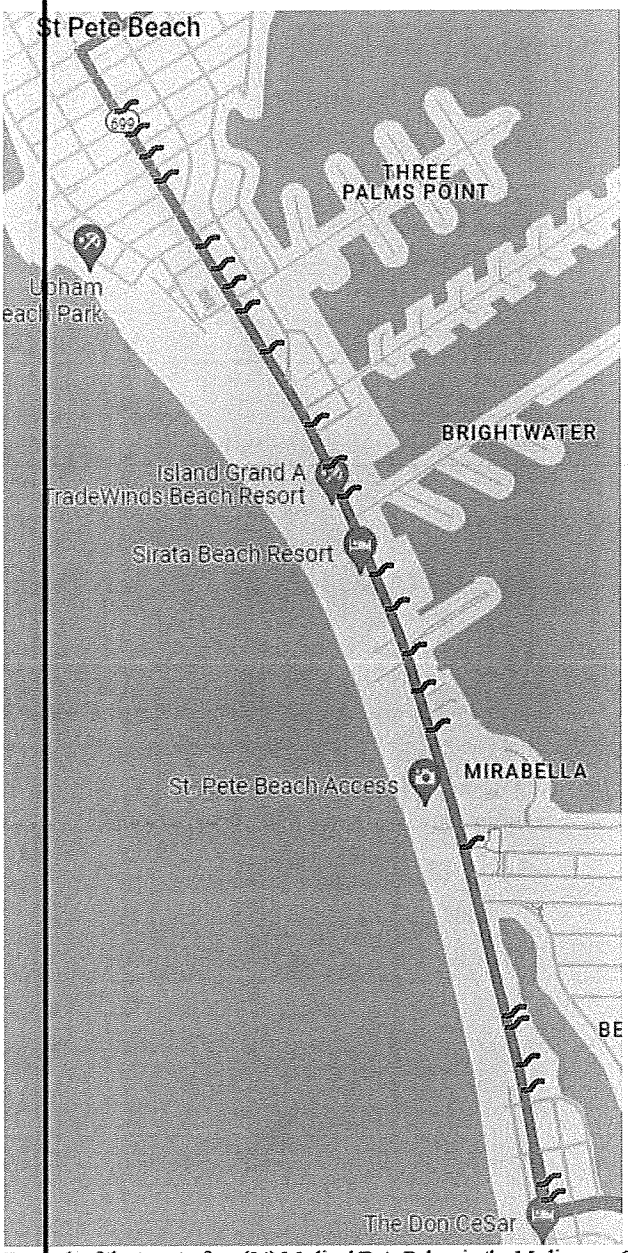
AREA 3 – GULF BLVD MEDIANS



For each of the twenty-four (24) Medjool Date Palms in the Medians on Gulf Blvd from Corey Ave to Pinellas Bay Way, we will wrap one (1) 75' Red PVC Pole Trim and install two (2) 24" Red Glitter Bows at the top facing the traffic in both direction.
72 Pole Trim Red 25', 9" Garland, Regular Cut
LSE VM-25-PT-9RRD
48 24" Red Glitter Bow, 4 Loop with Bracket
LSE B-G24-RD-B

END AREA 3

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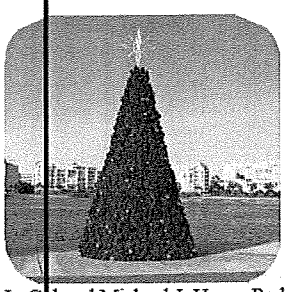
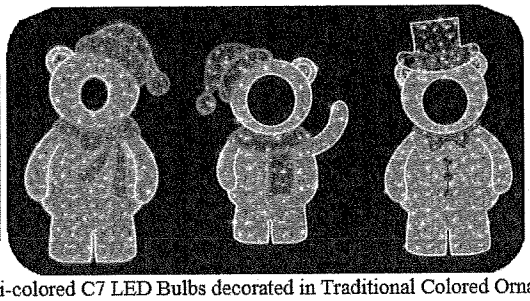
AREA 4 – COLONEL MICHEAL J. HORAN PARK



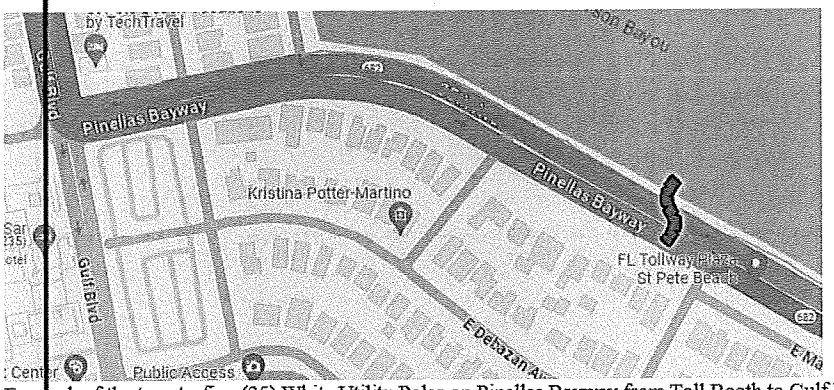


In Colonel Micheal J. Horan Park, we will install (1) 18ft Panel Tree lit with Multi-colored C7 LED Bulbs decorated in Traditional Colored Ornaments with a 4ft Star Topper, for an overall height of 22ft. Next to the Tree we will install one (1) Bear Family Photo Op's.

1 Panel Tree 18' C7 LED Multi – Multi Ornamentation
LSE-T-18P-MC
1 4' 3D Nativity Star Tree Topper C7 LED Cool White
LSE-TT-4-3DNS-CW
1 Bear Family Bundle Photo Op – 3 Pieces
LSE-DS-3-POBB

END AREA 4

AREA 5 – PINELLAS BAYWAY



For each of the twenty-five (25) White Utility Poles on Pinellas Bayway from Toll Booth to Gulf Blvd, we will wrap one (1) 75' Red PVC Pole Trim starting under the lamp mount at the top and wrap all the way down.

75 Pole Trim Red 25', 9" Garland, Regular Cut
LSE-VM-25-PT-9RRD

END AREA 5

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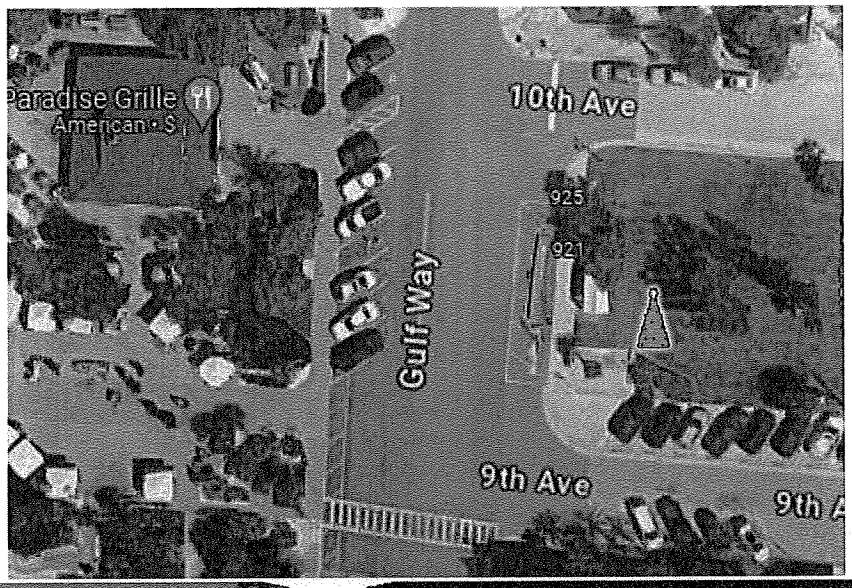
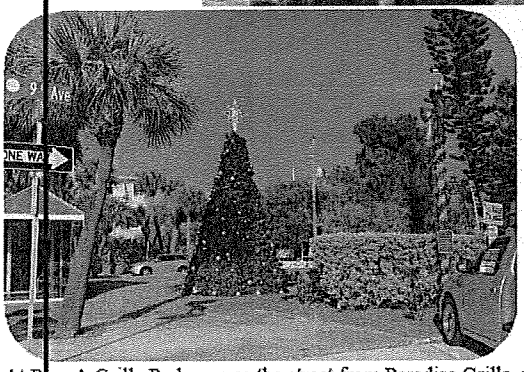
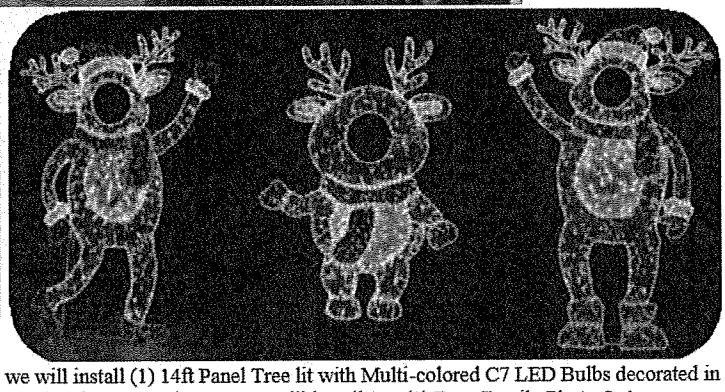
AREA 6 – PASS A GRILLE PARK







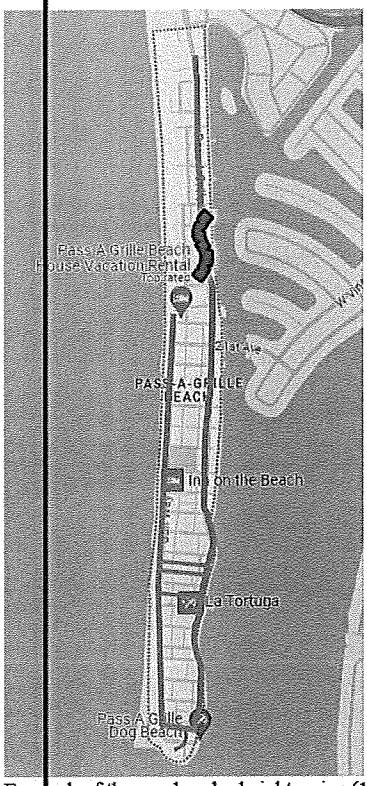
At Pass A Grille Park, across the street from Paradise Grille, we will install (1) 14ft Panel Tree lit with Multi-colored C7 LED Bulbs decorated in Traditional Colored Ornaments and ten (10) 18" Red Bows with a 3ft Star Topper, an overall height of 17ft. Next to the Tree we will install one (1) Deer Family Photo Op's.

1 Panel Tree 14' C7 LED Multi – Multi Ornamentation
LSE-T-14P-MC
1 3' 3D Nativity Star Tree Topper C7 LED Cool White
LSE-TT-3-3DNS-CW
10 18" Red Outdura 4 Loop Bow with Gold Trim
LSE-B-O18-RGT
1 Deer Family Bundle Photo Op – 3 Pieces
LSE-DS-3-PODB

END AREA 6

The material contained herein is the property of Holiday Outdoor Decor. Reproduction, copying, or use without prior consent is strictly prohibited.

AREA 7 – GULF WAY AND PASS A GRILLE WAY AREA



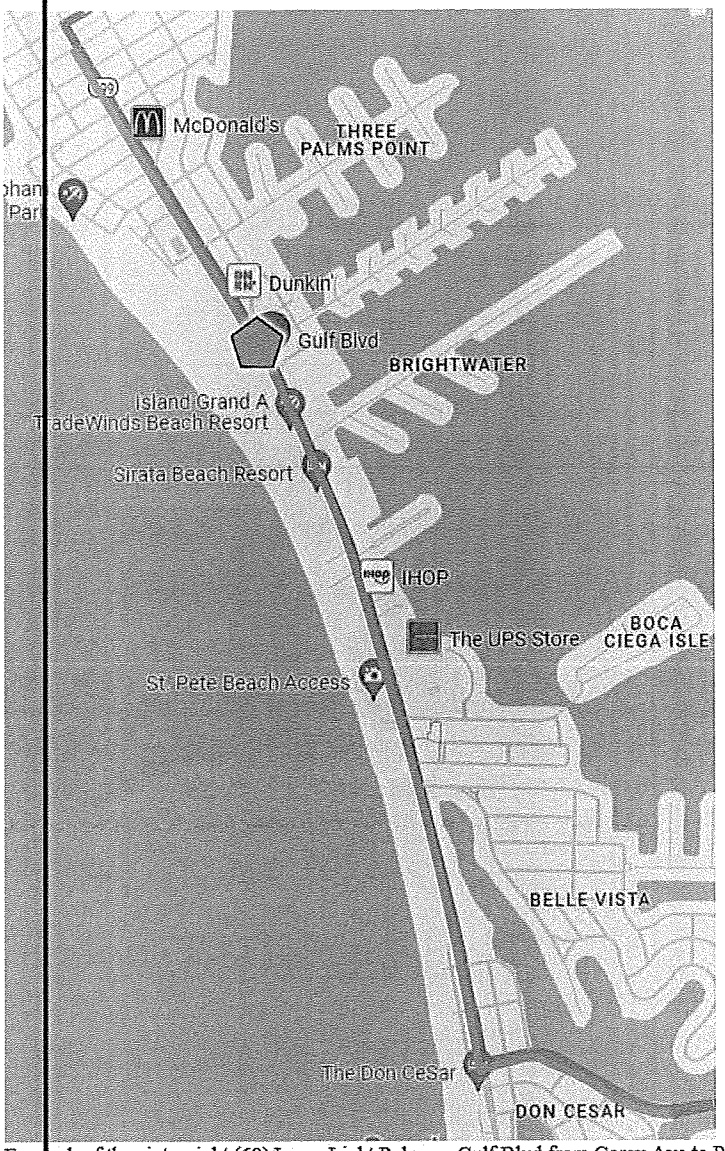
For each of the one-hundred eighty-nine (189) Poles in install areas noted below, we will wrap one (1) 25' Green PVC Pole Trim and install two (2) 24" Red Glitter Bows at the top.
Install Areas:
Gulf way starting at 22nd Ave heading South to 1st Ave to Pass A Grille Way, starting at 1st Ave heading north on Passa Grille way (only light poles on East side of the road from 1st Ave to 12th, on the water side) to approximately 32nd Ave.
8th, 9th and 10th Streets between Gulf Way and Pass A Grille Way.
(167) Gulf Way and Pass A Grille Way
(11) on 8th
(5) on 9th
(6) on 10th

189	Pole Trim Green 25', 9" PVC/MET Regular Cut
	LSE-VM-25-PT-9RGR
378	24" Red Glitter Bow, 4 Loop with Bracket
	LSE-B-G24-RD-B

END AREA 7

The material contained herein is the property of Holiday Outdoor Decor. Reproduction, copying, or use without prior consent is strictly prohibited.

AREA 8 – GULF BLVD LARGE LIGHT POLES



For each of the sixty-eight (68) Large Light Poles on Gulf Blvd from Corey Ave to Pinellas Bay Way to the bridge, we will install one (1) Various Pole Decoration.
18 54" Wreath w/Colored Bell, Branch Garland 14-4-2 LED
LSE-PM-SLB-WCB54
16 4.5' Candle Wreath (14-4-2) C9 LED
LSE-PM-SLB-CW54
17 Poinsettia with Stem Pole Mount. 5.5'x7.5'. C9 LED and Garland Accents
LSE-PM-SLB-PAWS90
17 Single Poinsettia Pole Mount. Measures 5'x5.5'. C9 LED and Garland Accents
LSE-PM-SLB-SPA66

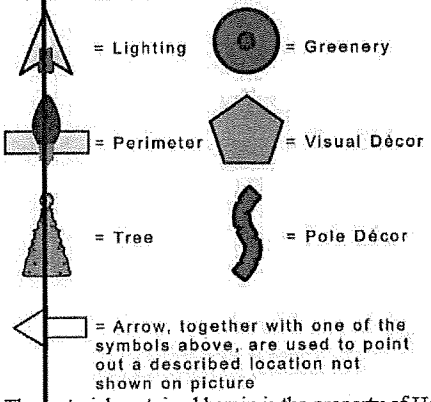
END AREA 8

The material contained herein is the property of Holiday Outdoor Decor. Reproduction, copying, or use without prior consent is strictly prohibited.

- No power cords will be run on the ground where there is pedestrian access, if the need arises, the customer is responsible for covering the cords. Customer is responsible for providing functioning outlets within twenty-five (25') of areas to be lit, ***Please note;*** *Customer is responsible for turning power on during installation and service.*
- Holiday Outdoor Décor is not responsible for outages due to ground fault interrupters (GFCI) or insufficient electrical requirements.
- All tree and hedge trimming to be completed before the installation window. *If not completed at time of installation, additional charge may incur.*
- If your proposal includes an exterior artificial Tree, Holiday Outdoor Decor always recommends the usage of a fence around the tree to avoid unauthorized access. If your proposal does not include a fence, please talk to our sales team.

- Lighting installation may begin the 1st week of September with other jobs in the area.
- All décor will be serviced throughout the season from "turn on" through December 31s upon notification from Customer of non-functioning décor. Install Service Request
- Lighting will be disconnected in the beginning of January of each season under contract (not actual removal of the lights). To keep the lights lit for an extended period, please talk to our sales team as it may incur additional charges.
- Removal of holiday lighting will begin the 1st week of January and be completed by the last date of the Takedown window.
- All visual decorations will be removed no later than last date of the Takedown window.

LEGEND
Explanation of symbols



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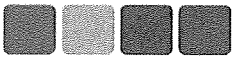
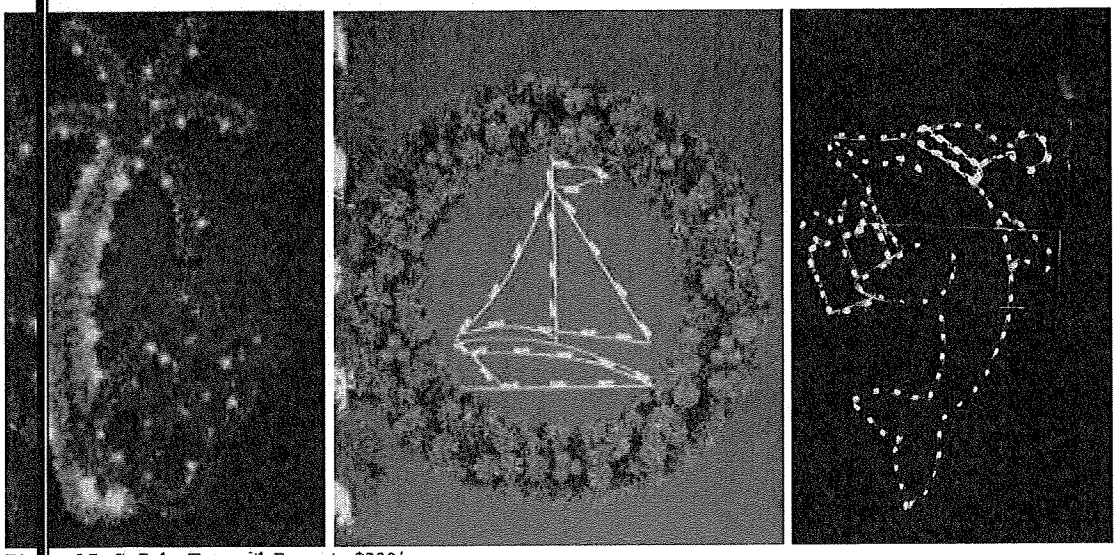


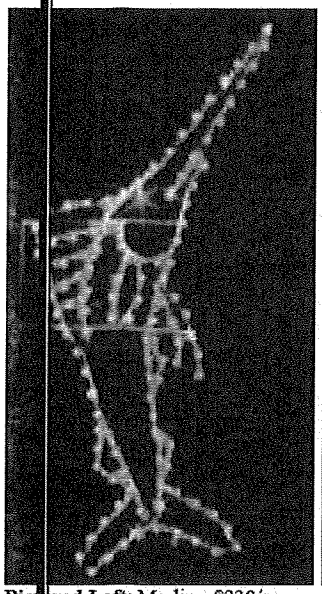
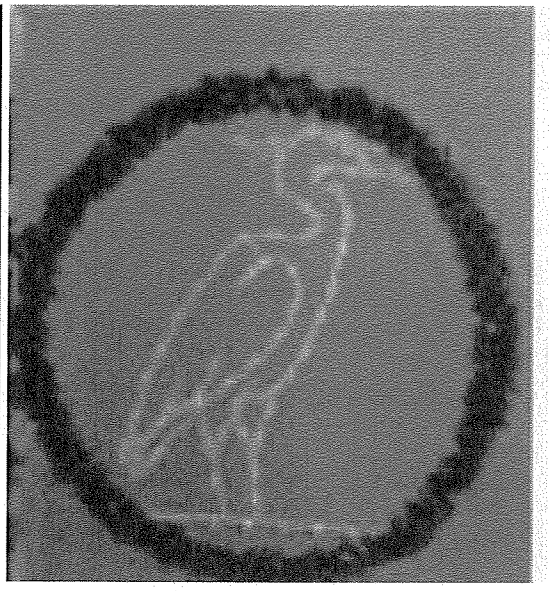
City of St. Pete Beach
December Holiday Decorations

POLE DÉCOR OPTIONS FOR LEASE

LEASE POLE DÉCOR OPTIONS

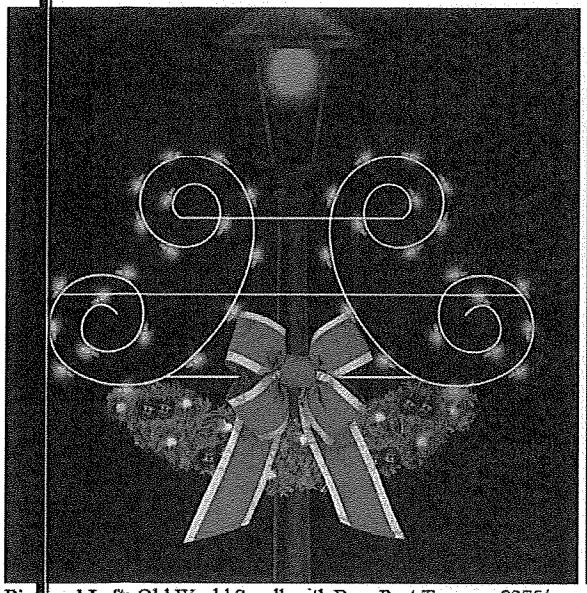
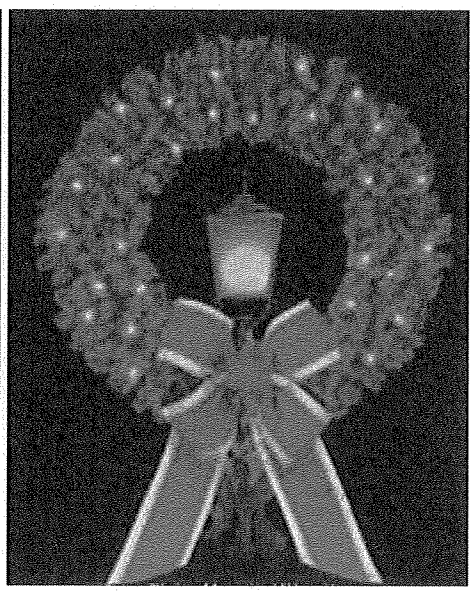


Pictured Left: Palm Tree with Present - $230/ea.
Pictured Center: Sailboat Wreath - $230/ea.
Pictured Right: Holiday Dolphin - $230/ea.

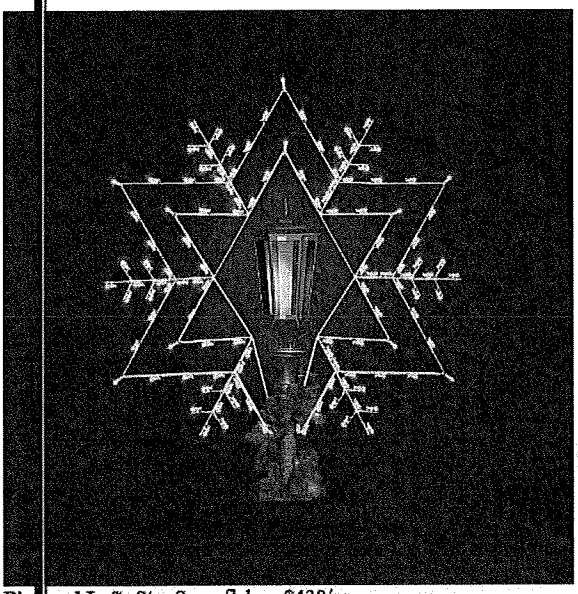



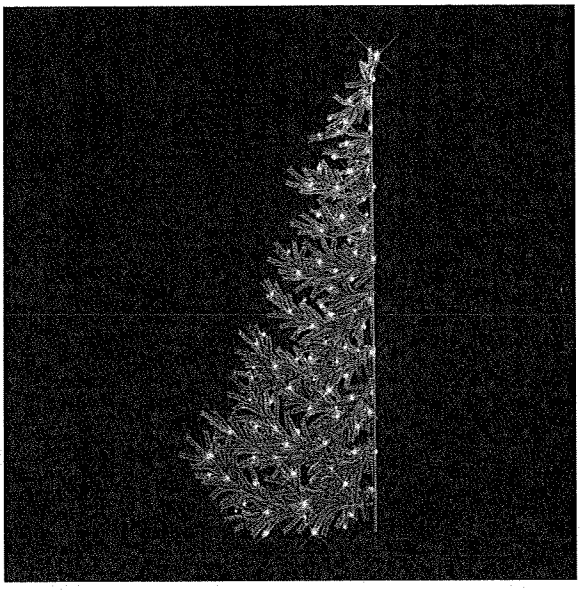
Pictured Left: Marlin - $230/ea.
Pictured Right: Egret Wreath - $230/ea.

LEASE POLE DÉCOR OPTIONS

Pictured Left: Old World Scroll with Bow Post Topper - $275/ea.
Pictured Right: Globe Mounted Wreath w/Bow - $325/ea.

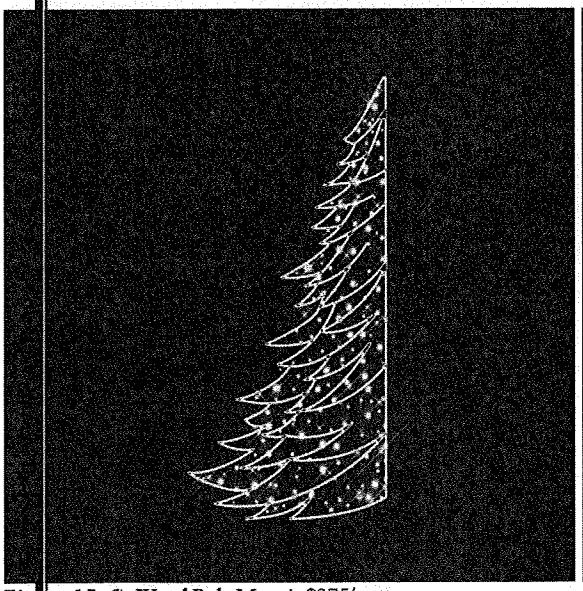


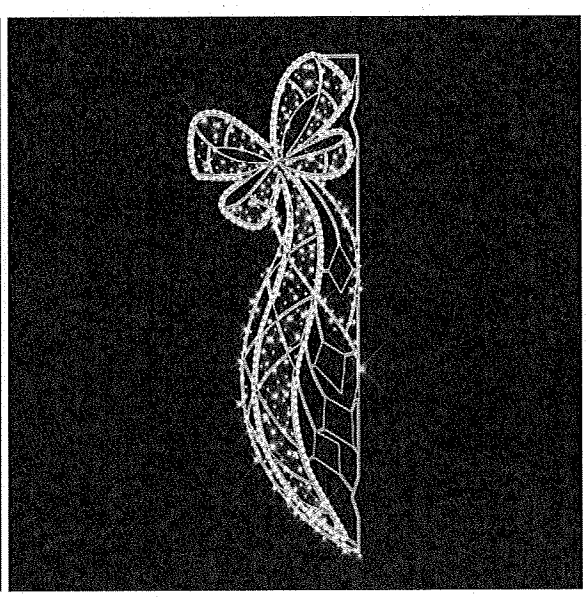


Pict ured Left: Star Snowflake - $438/ea.
Pict ured Right: Nordika Tree Pole Mount - $ 778/ea.

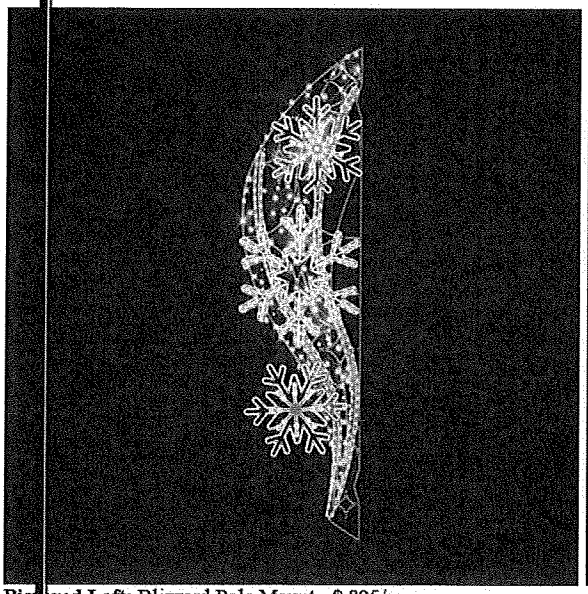
Pag 3 of 4

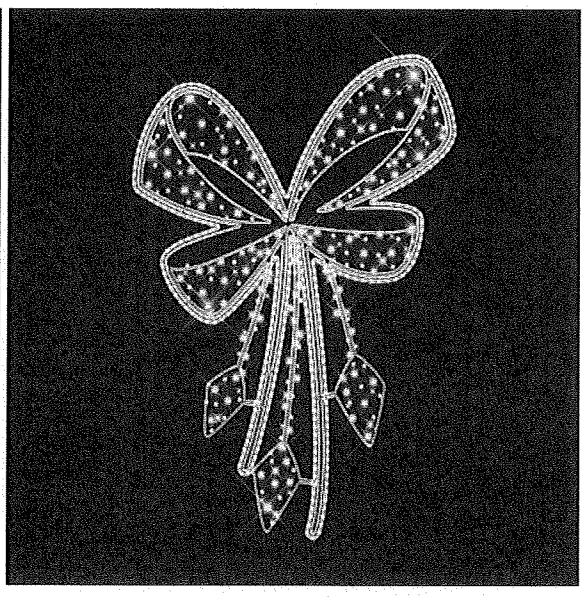
LE SE POLE DÉCOR OPTIONS





Pict ured Left: Wood Pole Mount- $375/ea.
Pict ured Right: Penelope Long Bow Pole Mount - $ 468/ea.



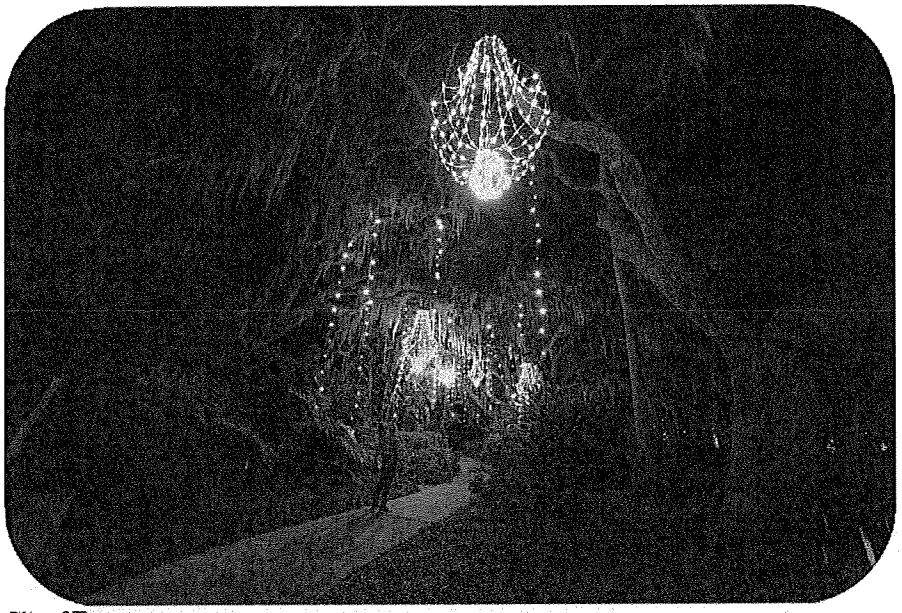


Pictured Left: Blizzard Pole Mount - $ 895/ea.
Pictured Right: Iliade Bow Pole Topper – $328.00/ea.

More pole décor designs available upon request.

Christmas Designers FLORIDA
A HOLIDAY OUTDOOR DECOR COMPANY

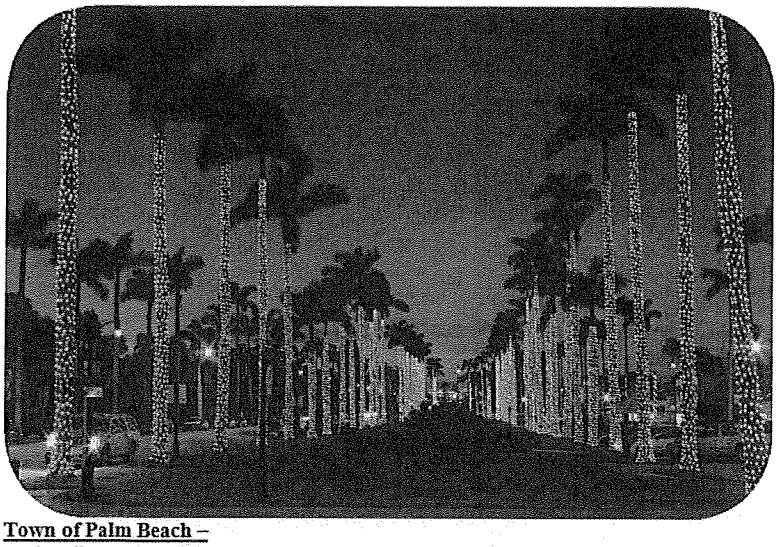
City of St. Pete Beach
References
+40 years of experience of the holiday lighting and decorating business in Florida. We have provided many customers with our services. At the moment, we have 195 customers with multi-year contracts. For season we hire approximately 130 seasonal employees, many of them with several years' experience from earlier seasons with us, to successfully and within timeframes accomplish all scopes of work.



City of Tavares –
Scott Aldrich, Community Services Manager – (352) 742-6477 Address: 201 E Main Street, Tavares, FL 32778
Email: saldrich@tavares.org
We have worked with City of Tavares for 6 years.
Installation of custom light ring displays, streetlight decorations, heavily wrapped branch trees, RGB Christmas Tree and palm trees along Main Street. Creating a magical experience for both locals as visitors boarding THE POLAR EXPRESS™ Train Ride. Installation to be complete prior to November 15th, work performed within time frames.



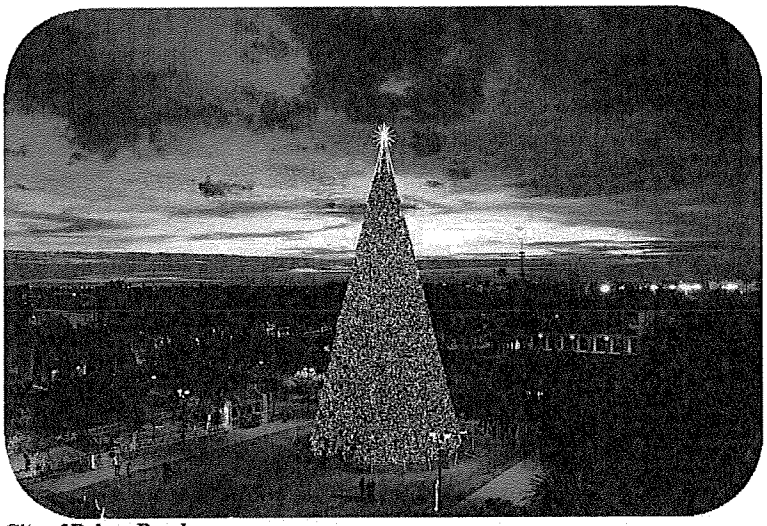
West Palm Beach - DDA –
Catherine Ast, District Services Manager-WPB-DDA – (561) 833-8873 Address: 301 Clematis Street, Suite 200, West Palm Beach, FL 33401 Email: cast@downtownwpb.com
We have worked with the West Palm Beach – DDA for 22 years.
Lighting & decorating of Christmas tree, extensive landscape lighting, suspended canopy of lights over 4 city blocks – consisting of 15,000 lights. Installation to be completed prior to the first Saturday in December, work always performed within time frames.



Town of Palm Beach –
Paul Colby, Facility Division Manager – (561) 227-7019
Address: 951 Old Okeechobee, Suite D, P O BOX 2029, Palm Beach, FL 33401 Email: bmadison@townofpalmbeach.com
We have worked with the Town of Palm Beach for 39 years.
Installation of Christmas Trees, streetlight decorations and tree lighting. 1 – 16' Christmas Tree Saturday prior to Thanksgiving, 1 – 16' & 1 – 40' Saturday prior to, or on the Monday prior to Thanksgiving. Lighting may begin October 31, but no later than 12 days before Thanksgiving Day. Work always performed within time frames.



Celebration Pointe -
Sean Mcintosh, Senior Vice President – Asset Management – (352) 333-9333 Address: 2579 SW 87th Drive, Gainesville, FL 32608
Email: Sean@celebrationpointe.com
We have worked with Celebration Pointe for 5 years.
Installation of a 40' RGB Christmas Tree with a 4' RGB Tree Topper, custom Sign Enhancers, Tree lighting, perimeter and 3D displays. To be completed in October, work always performed within time frames.



City of Delray Beach -
Isaac Kovner, Principal Engineer & Project Manager – (561) 2438-7341 Address: 434 S Swinton Ave, Delray Beach, FL 33444
Email: kovner@mydelraybeach.com
We have worked with City of Delray Beach for 3 years. Installation of a 100' Christmas Tree, work completed in October.

Additional references available upon request.

RILEOUT-01 JCOOK
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER **Element Risk Management 1150 Berkshire Blvd.** **Wyomissing, PA 19610**	**CONTACT NAME:** Karla Mengel	
	PHONE (A/C, No, Ext): (610) 376-3959	**FAX (A/C, No):**
	E-MAIL ADDRESS: kmengel@elementrisk.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Atlantic States Insurance Company	**22586**
INSURED	**INSURER B : Donegal Mutual Insurance Company**	**13692**

Rileighs Outdoor LLC PO Box 4365 Bethlehem, PA 18018	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE	ADD	SUB	POLICY NUMBER	POLICY	POLICY	LIMITS	
A	X COMMERCIAL GENERAL CLAIMS-MADE X OCCU GEN'L AGGREGATE LIMIT APPLIES POLICY X PRO- LOC OTHER:	X	X	CPA9302945	1/30/2024	1/30/2025	EACH OCCURRENCE DAMAGE TO RENTED MED EXP (Any one PERSONAL & ADV GENERAL AGGREGATE PRODUCTS - COMP/OP	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			1000121808	1/30/2024	1/30/2025	COMBINED SINGLE BODILY INJURY (Per BODILY INJURY (Per PROPERTY DAMAGE	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR CLAIMS-MADE EXCESS LIAB DED RETENTION $	X		CXL9302945	1/30/2024	1/30/2025	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND ANY PROPRIETOR/PARTNER/EXECUTIVE If yes, describe under	N / A					PER OTH- E.L. EACH ACCIDENT E.L. DISEASE - EA E.L. DISEASE - POLICY	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

ACORD

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Karla Mengel

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.
If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA LLC 1717 Arch Street Philadelphia, PA 19103-2797 CN142816341--WC-23-24	**CONTACT NAME:**	
	PHONE (A/C, No, Ext):	**FAX (A/C, No):**
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : PinnaclePoint Insurance Company	15137
INSURED Rileighs Outdoor LLC PO Box 4365 Bethlehem, PA 18018	**INSURER B :** Argonaut Insurance Company	19801
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

CLE-007181512-01

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$

	☐ POLICY ☐ PRO- ☐ LOC JECT ☐ OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	**N / A**		WCP7001927 WC929068808434	01/30/2024 01/30/2024	05/01/2024 05/01/2024	X ☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE March USA LLC

ACORD 25 (2016/03)

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VI. PUBLIC ENTI1Y CRIMINAL AFFIDAVIT
SWORN STATEMENT - PUBLIC ENTITY CRIMES
PURSUANT TO § 282.1.13 C3)Ca), FLORIDA STATUTES. ON PUBLIC ENTITY CRIMES
THE FORM MUST BE SIGNED AND SWORN TO INTHE PRESENCE OFA NOTARYPUBLIC OR OTHER OFFICIAL AIITHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach

by:

Joe Campbell - Director of Sales

(Print individual's name and title)

for: Rileighs Outdoor, LLC dba Holiday Outdoor Decor dba Christmas Designers Florida
_ (Print name of entitysubmitting sworn statement)
at: Local: 3124 NW 16th Terrace, Pompano Beach, FL 33064 Corporate: PO Box 4365 Bethlehem, PA 18018
(Business address)
and (if applicable), its Federal Employer Identification Number (FEIN):
83-3166513

(FEIN)

or, if the entity has no FEIN, include the Social Security Number:

(SSN)
by the individual signing th·

2. I understand that a "public entity crime" as defined in § 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in § 287.133 (1)(b), Fla. Stat., means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July11 19891 as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in§ 287.133 (t)(a), Fla. Stat., means:

a. A predecessor or successor of a person convicted of a public entity crime or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person 1t•.ho

Type text here

is sworn statement:

(Signature)

24
V020922

knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shaD be considered an affiliate.

5. I understand that a "person" as defined in Section 28..,.133 (1)(e), Fla. StaL, means any natural person or any entity organized under the laws of any state or of the United States with the legaj power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. Toe term "person" includes those officers, directors, executives, partners, shareholders. employees members, and agents who are active in management of an entity.

6. Basedoninformation and belief, the statement which I havemarked below is tnJe inrelation to the entity submitting this sworn statement (indicate which statement applies).

f/ Neither the entity submitting this sworn statement, nor any of its officers. directors. executives, partners, shareholders, employees, members, or agents who are actiYe in the management of the entity nor any affiliate of the entity has been charged with and comicted of a public entity crime subsequent to July 1, 1989.

D rrhe entity submitting this sworn statement or one (1) or more of its officeni, directors. executives, partners, shareholders, employees, members, or agents who nre acti\·e in the management of the entity or an affiliate of the entity has been charged ,,ith and comi.cted of a public entity crime subsequent to July 1, 1989.

□ ifhe entity submitting this sworn statement or one (1) or more of its officers. directors, executives, partners, shareholders, employees. members, or agents who are actiYe in the management of the entity or an affiliate of the entity has been charged with and comicted of a public entity crime subsequent to July 1, 1989. However, there bns been a subsequent pnx'ttding before a Hearing Office of the State of Florida, Division of Admioistratiu Hearing· and the Finnl Order entered by the Hearing Officer determined that it \\o'BS not in the public intere.st to plaet.> the- entity submitting this sworn statement on the convicted vendor list (attach a ropy of tht> finnl order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PI BLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I 1 REQ IRED TO INFORM THE PUBLIC ENTITY **PRIOR** TO ENTERING INTO A CONTR CT INE ·cF ' **OF TUE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, 'FLORIDA** Tl **••• FOR CATEGORY 'IWO OJI ANY CHANGE IN THE INFORMATION CONTAINU,D 1 TIU**

J70RML

STATE OF J1WJUDA

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EXPN,S:OtAoblf 5,2020

Notary Public - State of Florida
missioned
otary Public)

V02fJ')21

STATE OF FLORIDA

VII. ON-COLLUSION AFFADAVIT

OOlTh""IY OP BROWARD

Rdeighs Ou door, LLC dba Holiday Outdoor Decor

I state that I Joe Campbell - Director of Sales of dba Christmas Designers Florida
(Name and Title) (Name of Ymn)
am authorized to make this affid,a,.it on behalf of my firm and its owner, directors and officers. I am the person respoI1S1nle in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that

I. The price(s) and amount(s) of this Response have been anived at independently and without consultation, communication or agreement v.ith anyother Provider, potential prm,ider, Proposal, or potential Proposal.

2. Neither the price(s) nor the ammmt(s) ofthis Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or **potential Proposal,** and they Y.ill not be disclosed before Proposal opening.

3. To attempt has been made or will be made to induee any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher that the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.

4. The Response of my firm *is* made in good faith and not pursuant to any agreement or discussion with, or inducement from, anyfirm or person to submit a complemental}'or other noncompetitive Response.

5. Christmas Designers Florida, its affiliates, subsidiaries, officers, director, and employees (Name of Yum) are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida forwhich this Response is submitted. I understand and my firm undastand.s that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

'Name of Organization: .Llll 7 // 5 = .MWl !.!llol:Jil!Silil...!= l:L!...!3,Wlilll..
Signed By:
Print Name: Joe Cam[p.De.IL
The foregoing instrument wassworn to (or affirmed), subscnl>ed, and acknowledged before me by means of *:1!!* physical presence or D online notaru.ation. this _;i_ day of £t£ g.\ L , 20 by -:106 CfJV\"POO:IL. , who is personally known
to me or has produced----------+- aisdentification.
(SEAL)

(Print Type, S p, or Commissioned Name of Notary Public)

Notary Public - State of Florida

G&NAMARIE GE11£R
MYCOMMISSION / HH27&561
Octobe(5,2026

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V020922

backup For this Is generally your number (SSN). However, for a
w1thhold1ng. 1nd1v1duals, social security
resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.
Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

DJJ -ITJ -IIIII
or
Employer identification number

83-3665 13

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

1 Name [as shown on your income tax return). Name is required on this line; do not leave this line blank.
Rileighs Outdoor, LLC

2 Business name/disregarded entity name, it different from above
dba Holiday Outdoor Decor, dba Christmas Designers Florida

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC D C Corporation D S Corporation D Partnership D Trust/estate

0 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ p

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) –

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 4365

Requester's name and address (optional)

6 City, state, and ZIP code
Bethlehem, PA 18018

7 List account number(s) here (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid

Social security number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to ign the certification, but you must provide your correct TIN. See the instructions for Part 11, later.

Sign Here Signature of U.S. person▶ Thomas A Vogel 2/28/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN}, individual taxpayer identifjcation number (ITIN), adoption taxpayer identification number (ATIN), or employer ldentTfication number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

Date▶

• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup wlhholdlng, *later.*

2023 FOREIGN LIMITED LIABILITY COMPANY AMENDED ANNUAL REPORT
DOCUMENT# M21000008232
Entity Name: RILEIGHS OUTDOOR, LLC
Current Principal Place of Business:
1053 N PLYMOUTH ST. ALLENTOWN, PA 18109

FILED Oct 09, 2023
Secretary of State 4141941826CC

Current Mailing Address:
1053 N PLYMOUTH ST. ALLENTOWN, PA 18109 US

FEI Number: 83-3166513 **Certificate of Status Desired:** Yes
Name and Address of Current Registered Agent:
REGISTERED AGENT SOLUTIONS, INC. 2894 REMINGTON GREEN LANE
SUITE A
TALLAHASSEE, FL 32308 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.
SIGNATURE:

Electronic Signature of Registered Agent Date
Authorized Person(s) Detail :

Title MGR
Name CHESKEY, CARTER
Address 1053 N PLYMOUTH ST. City-State-Zip: ALLENTOWN PA 18109
Title AUTHORIZED REPRESENTATIVE
Name BAJLOVIC, BORIS
Address 1053 N PLYMOUTH ST. City-State-Zip: ALLENTOWN PA 18109

Title MGR
Name CASCIANO, DAN
Address 1053 N PLYMOUTH ST. City-State-Zip: ALLENTOWN PA 18109
Title AUTHORIZED REPRESENTATIVE
Name POGASH, THOMAS A
Address 1053 N PLYMOUTH ST. City-State-Zip: ALLENTOWN PA 18109

I *hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*
SIGNATURE: THOMAS A POGASH CFO 10/09/2023

Electronic Signature of Signing Authorized Person(s) Detail Date

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

DBA: CHRISTMAS DESIGNERS FLORIDA
Business Name: CHRISTMAS DESIGNERS FLORIDA

Owner Name: RILEIGHS OUTDOOR LLC
Business Location: 3124 NW 16TH TER
POMPANO BEACH
Business Phone: 954-973-4225

Receipt #:379-14680
Business Type:ALL OTHERS (SALES OF CHIRSTMAS

Business Opened:08/30/1985 **State/County/Cert/Reg:**
Exemption Code:

DESIGNS,DEC)

Rooms **Seats** **Employees** **Machines** **Professionals**

For Vending Business Only
Number of Machines: **Vending Type:**

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	0.00	0.00	0.00	45.00

Receipt Fee Packing/Processing/Canning Employees

45.00
0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

Mailing Address:
CHRISTMAS DESIGNERS FLORIDA

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Receipt #WWW-22-00268770

3124 NW 16TH TER POMPANO BEACH, FL 33064-1409

Paid 08/29/2023 45.00

2023 - 2024

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

DBA: CHRISTMAS DESIGNERS FLORIDA
Business Name: CHRISTMAS DESIGNERS FLORIDA

Owner Name: RILEIGHS OUTDOOR LLC
Business Location: 3124 NW 16TH TER
POMPANO BEACH
Business Phone: 954-973-4225

Receipt #: 379-14680
Business Type: ALL OTHERS (SALES OF CHIRSTMAS DESIGNS,DEC)
Business Opened: 08/30/1985 **State/County/Cert/Reg:**
Exemption Code:

Rooms **Seats** **Employees** **Machines** **Professionals**

Signature	**For Vending Business Only** **Number of Machines:** **Vending Type:**					
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	0.00	0.00	0.00	45.00

Receipt #WWW-22-00268770

Paid 08/29/2023 45.00

Exhibit "C"

(Place Vendor's Bid Behind this Page)

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

December Holiday Decorations

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and Christmas Designers Florida (hereinafter "Contractor"). The City and Contractor together shall be referred to as the "parties."

WHEREAS, The City properly issued a Request for Bids, attached and incorporated hereto as Exhibit "B" and the City Commission authorized the selection of Contractor at its **11/04/2024** public hearing.

WHEREAS, City desires to purchase from Contractor the services described in this Agreement.

WHEREAS, Contractor is in the business of providing the services described herein, and has submitted an appropriate proposal to the City to provide the same.

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Contractor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Public Records. The Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**

3. Employment Eligibility. The Contractor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.

a. Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095.

Contractor must use the U.S. Department of Homeland Security's E-Verify System, https://e-verify.uscis.gov/emp to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.

b. Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

c. Contractor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Contractor's E-Verify number.

d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of one (1) year after date of termination.

4. Scope of Services. The Contractor must perform all work for the City required by the contract documents as set forth below:

a. Contractor will furnish all labor, materials, and equipment necessary as indicated in the Request for Bids (Exhibit B) in the amount of $76, 621.00.

b. Contractor must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor must comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor must at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

c. Contractor will provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

d. Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.

e. Contractor warrants to the City that all goods and materials furnished under the contract

will be new unless otherwise specified and that contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted. Last, Contractor warrants all material and workmanship for a minimum of (1) year from date of project completion and acceptancy by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor will, after receipt of a written notice from the City to do so, promptly correct the work.

5. Damages. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of $500 per day, for each day after the date set forth in paragraph 10, that Contractor has failed to properly and completely deliver all goods or provide all service specified herein. The Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

6. Remedies.

   a. Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the city resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

   b. Correction of Work. If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the city reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.

7. Waiver of Liens. Prior to final payment of the Contract Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.

8. Warranties.
   a. Warranty of Title. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

b. Warranty of Specifications. The Contractor warrants that all goods, materials, workmanship furnished, whether by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.

c. Warranty of Merchantability. The Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the city, or within such larger period of time as may be described by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor must after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Contractor a written acceptance of such condition.

9. Completion Date. Contractor shall provide the services, described herein to be completed within the first 12 months of the agreement.

10. Term. This Agreement will remain in effect for a period of (3) three years with (2) one year extensions from the Effective Date.

11. Effective date. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

12. Termination. This Agreement may be canceled by the City when:
   a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
   b. Sub-standard or non-performance of Agreement.
   c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.

13. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.

14. Non-Exclusivity. Contractor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.

15. Compensation. Upon Contractor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B.

16. Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than $1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance

of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of $100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

The Contractor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

17. Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, Contractor shall indemnify, defend and hold the City harmless for itself, its past/present/future elected and appointed officials, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, liability or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not, and in connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph is not limited in any way by any limitation in this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended nor may it be construed, to waive City's rights and immunities under the common low or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence

during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

18. Discriminatory Vendor List. Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134 (1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287-134 (2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to a public entity; may not submit a bid or 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."

19. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with City, State, or United States policies, rules, or regulations relating to the use of Contractor's funds provided for herein. The contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in it business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

20. Audit Rights. The City reserves the right to audit the records of the Contractor for the commodities and/or serves provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must allow the City to inspect, examine and review the records of the Contractor in relation to this Agreement at any an all times during normal business hours during the term of the Agreement.

21. Exhibits. The following Exhibits shall be attached, incorporated, and made a part of this Agreement:

a. Florida public records law (Exhibit "A")
b. Request for Bid (Exhibit "B")
c. Vendor Proposal (Exhibit C)

22. Notices. All notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Contractor:
Christmas Designers Florida
3124 NW 16th Terrace
Pompano Beach, FL 33064

As to City:
City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

With Copy To:
jcampbell@christmasdesigners-fl.com

With Copy To:
cityattorney@stpetebeach.org

23. Conflicts and Severability. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

24. Amendments. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

25. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

26. Assignment. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Contractor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

27. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

28. Authority. Contractor hereby acknowledges that the person executing this Agreement on behalf of Contractor has the full authority to do so and to bind Contractor to the terms hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

City of St. Pete Beach:

Signature: Joe Campbell

By: Joe Campbell

Its: Director of Sales

Date: 4/30/2024

Signature: Frances M Robustelli

By: Frances Robustelli

Its: City Manager

Date: 11/4/2024

Type text here

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Ralf Brookes

~~Andrew Dickman~~ Ralf Brookes
City Attorney

ATTEST:

Amber LaRowe
City Clerk

EXHIBIT "A"

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action.

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

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

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

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency's custodian of public records in at least 14-point boldfaced type:

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 (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

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 public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT "B"

(Place Request for Bid behind this page)

Signature: Ralf Brookes
Ralf Brookes (Nov 5, 2024 14:34 EST)

Email: rbrookes@voselaw.com

Christmas Designers Florida_December Holiday Decorations1

Final Audit Report 2024-11-05

Created:	2024-11-05
By:	Ariana Wilson (awilson@stpetebeach.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMVhB2W_P7BVnhIatp9OSv6EPGM6_M35c

"Christmas Designers Florida_December Holiday Decorations1" History

Document created by Ariana Wilson (awilson@stpetebeach.org)
2024-11-05 - 4:44:52 PM GMT

Document emailed to rbrookes@voselaw.com for signature
2024-11-05 - 4:45:24 PM GMT

Email viewed by rbrookes@voselaw.com
2024-11-05 - 7:33:31 PM GMT

Signer rbrookes@voselaw.com entered name at signing as Ralf Brookes
2024-11-05 - 7:34:28 PM GMT

Document e-signed by Ralf Brookes (rbrookes@voselaw.com)
Signature Date: 2024-11-05 - 7:34:30 PM GMT - Time Source: server

Agreement completed.
2024-11-05 - 7:34:30 PM GMT

St. Pete Beach

The Sunset Capital of Florida

City of St Pete Beach
Request for Bid

December Holiday Decorations

Bids due on or before
4/10/2024 at 9:00 AM EST(Deadline)
City Hall, St. Pete Beach, FL

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December Holiday Decorations Dates and Times

ITEM	DATE	TIME
Solicitation Issued	3/13/2024	N/A
Pre-Bid Meeting (Not Mandatory)	3/20/2024	10:00 AM
Deadline for Receipt of Questions	4/03/2024	10:00 AM
Submission Deadline	4/10/2024	9:00 AM
Sealed Bid Opening	4/10/2024	10:00 AM

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in Holiday Decoration Installation and Removal.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no person other than herein mentioned has any interest in the Bid or in the Agreement to be entered into; that this Bid or Agreement is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Plans and Specifications for the work and Contract Documents relative thereto, and have read all special provisions furnished prior to the opening of bids; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for **"Holiday Decorations"** in St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the City of St. Pete Beach, Florida.

The successful bidder shall be required to utilize the template Agreement in this Request for Bids (RFB) and any questions regarding the Agreement must be addressed during the RFB process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach "Click or tap here to enter text.".

COMPANY: _____ DATE: _____

ADDRESS: _____ PHONE: _____

BIDDER: _____ NAME: _____
(SIGNATURE) *(PRINT NAME & TITLE)*

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of ☐ physical presence or ☐ online notarization**, this _____ day of _____, 2022, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

_____
Notary Public – State of Florida

_____
(Print, Type, Stamp, or Commissioned Name of Notary Public)

SUBMIT BID TO:

OFFICE OF THE CITY CLERK, CITY OF ST. PETE BEACH
155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706

III. FEE SCHEDULE

Description	Quantity	Cost	Extended Price
Pole Mounts for Blind Pass and 75th Lighted	53		
Pole Trim on Corey From Mangrove to Gulf Blvd, Mangrove From Corey to 75th	45		
Tree Wrap on Gulf Blvd South from 75th (Medjool Palms 75' x 9" Red Garland Trim	24		
Horan Park Tree 22' Panel Tree including 4' Star Topper	1		
Pole Trim and tree wrap on the Pinellas Bayway from Toll Booth to Gulf Blvd. 75' x 9" Red Garland trim (utility Poles)	25		
Tree at Pass-A-Grille Park 17' Panel Tree w/3' 3d Star Topper	1		
Pole Trims and tree wraps in Pass-A-Grille on Gulf way and Pass-A Grille Way from 1st to 22nd Ave.	167		
Pole trim on 8th, 9th and 10th Ave in Pass-A-Grille	22		
Pole Mounts on Gulf Blvd from Corey Ave to Pinellas Bayway (Lighted)	68		

IV. GENERAL CONTRACT TERMS

REQUEST FOR BID

The City of St. Pete Beach intends to contract the services of an experienced, qualified Holiday Decoration Companies. Each Company should be able to deliver, Install and Uninstall decorations chosen.

LOCATIONS

The City of St. Pete Beach is soliciting bids from qualified Contractors for December Holiday Decorations

BID SUBMITTALS

Bid documents must include a signed/notarized Contractor's Bid Submittal (Page 3), Fee Schedule, References, Contractor's license and insurance certificates, and Public Entity Criminal Affidavit. The Contractor shall submit one original, two (2) copies, and an electronic copy (on a USB flash drive) of their total bid documents with their sealed bid package as shown below under bid packages.

BIDDER INFORMATION

All Contractors must contact the City's Procurement Manager, in writing via e-mail **(jtaylor@stpetebeach.org)**, with their intention to bid, along with their company name and contact information at least five (5) business days before the bid package is due. The City is not responsible for any Addendums or other supplementary information that is not received due to non-submittal of the aforementioned information. Please refer back to the city website (http://www.stpetebeach.org/news-and-links/city-projects.html) for additional project information as it becomes available. The City reserves the right to decide whether to answer addendums or not. The City is not required to provide any additional information.

NON-MANDATORY PRE-BID MEETING

A non-mandatory pre-bid meeting will be held on 3/20/2024 at 10:00 AM EST via Zoom Video conference/Teleconference. Please contact the City's Procurement Manager (jtaylor@stpetebeach.org) for a meeting invitation and Zoom Meeting instructions.

WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of the scope of work or any other contract documents included in this **RFB.** All questions pertaining to the terms and conditions or scope of work of this Request for Bid **(RFB)** must be sent in writing (e-mail is acceptable) to the City Procurement Manager and shall be received no later than 10:00 **EST on 4/3/2024**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFB**. All such Addenda shall become a part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed **RFB** made or given prior to the award of the contract. The City will not respond to questions received after the specified deadline. The City reserves the right to respond to any and all questions but is not required to do so.

BID PACKAGES

Sealed bids will be accepted by the City until **4/10/2024 at 9:00 AM EST** (Deadline). No bids shall be accepted by the City after this deadline – NO EXCEPTIONS. Bid Packages must be delivered to the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida, 33706. Sealed bids received on or before the deadline will be publicly opened and read. All Bidders are invited to attend this bid opening.

Bids should be addressed to:

City of St. Pete Beach
City Clerk's Office
155 Corey Ave.

St. Pete Beach, FL 33706
Clearly marked as: "**December Holiday Decorations**"

CONTACT INFORMATION
John Taylor – Procurement Manager
Mailing Address - 155 Corey Avenue, St. Pete Beach, Florida 33706
Office Phone - (727) 363-9279 **E-mail** -jtaylor@stpetebeach.org

SCOPE OF WORK

This work involves furnishing all labor, equipment, materials, and incidental items necessary to install Christmas decorations within the city of St. Pete Beach, Florida. All Decorations must be installed no later than the week of Thanksgiving and should be uninstalled the first week in January of each year.

DETAILED SPECIFICATIONS

- All Decorations should be secular in nature.
- All decorations will be installed per instructions on location for each.
- All Pole Mounts should be lighted.

Standard work hours shall be from 7:30 AM until 6:00 PM, Monday through Saturday. No work shall take place on Sundays or on official City holidays without prior approval by the City Manager or designee at least 1 week prior to the scheduled work. A list of current official City holidays can be found on the City's Human Resources website at http://www.stpetebeach.org/hr/holidays.html. Contractor will coordinate scheduling of work with the City's Project Manager and City's Inspector.

ADDITIONAL WORK DETAILS
Contractors or persons wishing to bid on this project are licensed, bondable and insured in accordance to the City's requirements. The Contractor will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Bid must also include all costs for licenses, permits and any material disposal fees.

Bidders shall bring questions, discrepancies, omissions, conflicts, or doubt as to meaning of any part of Contract Documents to the attention of the City of St Pete Beach Parks and Recreation Department at least ten (10) business days before bid submittal deadline. Clarification of intent of Contract Documents, if necessary, shall be made available to bidders in the form of an Addendum. Failure to request clarification of interpretation of Contract Documents shall not relieve bidders of their responsibilities to perform the work.

The City of St. Pete Beach reserves the right to reject any or all bids or parts of bids, or accept any bid or part thereof deemed to be in the best interests to the City of St. Pete Beach.

STATEMENT OF WORK
The Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes, licenses, permits and fees, of all the necessary materials not furnished by the City and shall furnish and pay for all the superintendence, labor, tools, equipment, transportation, and perform all the work required for the execution of all services listed in the Bidder's Proposal and Bid Form attached hereto and in strict accordance with the Plans, Specifications, and requirements of the City of St. Pete Beach which are attached hereto and made a part hereof, and any amendments thereto and such supplemental Plans and Specifications which may hereafter be approved.

BEGINNING DATE
The Contractor is expected to be available to start and finish installation the week of Thanksgiving and uninstall the first week in January.

COMPLETION OF WORK
The work will be completed and ready for final inspection per the scope the week of Thanksgiving. This Agreement will stay in effect for three (3) years with two (2) 1-year renewals.

EXAMINATION OF SITE
Bidder shall carefully examine project site and be familiar with the work required for the project, investigate all site conditions that may affect execution of work as detailed in the construction documents. Contact the City's Public Works Department or their designee for changes or alterations before proceeding.

ASSURANCES
The responding Contractor shall provide a statement of assurance that the Contractor is not presently in violation of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida, and ordinances and regulations of the City of St. Pete Beach will apply.

TRAFFIC CONTROL AND STAGING AREA
Contractor shall include all costs associated with vehicular and pedestrian traffic control and maintenance during the project. Contractor shall be responsible for providing a staging area. The location of this area must be approved by the City Manager or designee. The Contractor will be required to control the area including any additional fencing or barricades and Contractor will be responsible for the restoration of this and all other staging areas provided by the City.

ASSIGNMENT AND TRANSFER OF CONTRACT
The Contractor shall not assign or transfer this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety, and any such assignment or transfer without such written consent shall be null and void.

SUBCONTRACTS
The Contractor shall not subcontract this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety. Any Subcontractor approved by the City will be subject to the same standards and qualifications as stated in this Contract.

PERFORMANCE PAYMENT BOND
Not required for this contract.

LIQUIDATED DAMAGES
If the work embraced by this Contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the City fixed, agreed, and liquidated damages in the amount of either Five-Hundred Dollars ($500) per day for each calendar day of delay until the work is satisfactorily completed.

PAYMENT
Payment shall be made to the Contractor for work performed under this Contract for the quantities of work as determined in accordance with Payments for Work Completed and Payments Withheld of this Contract. Payment for extra work will be made in accordance with the Changes in Work, Contract Amount, and Contract Time sections below.

CHANGES IN THE WORK

Without invalidating the Contract, the City may, at any time or from time to time, order additions, deletions or revisions in the work authorized by written Change Orders or directives. Upon receipt of a Change Order, the Contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract documents. If any Change Order causes an increase or decrease in the Contract Amount or any extension or shortening of the Contract Time, an equitable adjustment will be made.

Additional Work performed by the Contractor without authorization of a Change Order will not entitle them to an increase in the Contract Amount or any extension of the Contract Time, except in the case of an emergency (subject to approval by City Manager or designee).

It is the Contractor's responsibility to notify their Surety of any changes affecting the general scope of the Work or change of the Contract Amount and the amount of the applicable bonds shall be adjusted accordingly, and an amended bond document furnished to the City. In the event the City directs the Contractor to make a change in the Work, and if the City and the Contractor do not arrive at a mutually acceptable increase or decrease in the Contract Amount, the contractor shall not use any such lack of mutual acceptance as a basis or cause to stop or otherwise delay the progress or the execution and completion of any of the work ordered, directed or required pursuant to the Contract Documents.

If the Contractor believes an event or situation has occurred which justifies a change in the Contract Amount or Contract Time, he shall deliver a written notice to the City Manager or designee. Each such written notice shall be delivered promptly and no later than fifteen (15) business days after the Contractor first discovered the occurrence. The Contractor shall be deemed to have waived the right to collect any and all costs incurred more than fifteen (15) business days prior to the date of delivery of the written notice and shall be deemed to have waived the right to seek an extension of the Contract Time with respect to any delay in the Progress Schedule which accrued more than fifteen (15) business days prior to the date of delivery of the written notice.

Any such notice shall include sufficient detail to explain the basis of entitlement to a claim for an adjustment to the Contract Amount of Contract Time. When requested by the City Manager or designee, the Contractor shall furnish any additional information and details as may be required to determine the facts or allegations involved, which shall be provided within fifteen (15) business days of the request unless a longer time period is allowed by the City Manager or designee.

The Contractor shall prepare bids detailing proposed adjustments to Contract Amount and/or Contract Time and submit them to the City Manager or designee within fifteen (15) business days of the City's issuance of a proposed Change Order or the Contractor's submitting a written notice of a change or claim for an adjustment to the Contract Amount or Contract Time. The contractor's bids shall be irrevocable for a period of at least sixty (60) business days after receipt by the City. Any delay in the submittal of a complete, adequate and acceptable bid will not justify an increase in Contract Amount or Contract Time. Contractor agrees that it shall give the City access to any and all of Contractor's and Subcontractors' books, records and other materials relating to proposed Change Orders and other claims for adjustment to Contract Amount or Contract Time.

CHANGE OF CONTRACT AMOUNT

The Contract Amount constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Amount. The Contract Amount may only be changed by written Change Order issued by the City. Any claim for an increase in the Contract Amount shall be in writing and delivered to the City Manager or designee within fifteen (15) business days of the occurrence of the event giving rise to the claim.

All claims for adjustment in the Contract Amount shall be determined by the City Manager or designee. However, no claim for an adjustment to the Contract Amount will be considered for unforeseeable causes that were beyond the fault or negligence of the Contractor or his Subcontractors or supplier such as acts of God, floods, riots, etc. This restriction does not restrict submission of claims for additional Contract Time due to events of this nature. Any change in the Contract Amount shall be incorporated in a Change Order.

Contractor bids or claims shall cover all aspects of the Work involved and shall be fully documented and itemized as to all costs, quantities and charges for overhead and profit. Amounts for Subcontractors or Suppliers at any tier shall be similarly supported. When determining Subcontractors' costs, the methods to be used shall be those used for the Contractor's costs, except that the term "Subcontractor" shall replace the term "Contractor," context permitting.

Changes in Contract Amount for extensions in Contract Time shall exclude costs that are unaffected or do not relate to the extension in Contract Time, such as: (a) operating costs of construction equipment assigned to the Work on a continuing basis, (b) operating costs and owned/rental costs of construction equipment (crane used for specific lifts, concrete pump used for specific pours, etc.), and (c) fully paid site facilities, tools, etc.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Amount where the Work involved is covered by unit prices contained in the Contract Documents shall be determined by application of unit prices to the quantities of the items involved. If the quantities originally contemplated are so changed in a proposed Change Order, that application of the Unit Prices to the quantities proposed will cause substantial inequity to the City or the Contractor, the applicable unit price(s) shall be equitably adjusted by mutual agreement.

If the value of work covered by a Change Order cannot be established or mutually agreed to utilizing previously established unit rates, the value shall be determined by the City on the basis of an estimate of the out-of-pocket cost and percentages that are acceptable to the City for overhead and profit. The out-of-pocket cost shall only include those direct costs which are needed to perform the work such as labor (including payroll taxes, fringe benefits, labor burden and workers' insurance), materials, equipment, and other incidental out-of-pocket construction costs directly involved in the work, including but not limited to small tools, expendables and material costs but shall not include project management or project supervisory costs unless the Change Order includes an increase in the Contract time.

In such case, the Contractor will submit in the form prescribed by the City an itemized cost breakdown together with supporting data.

The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the City. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

To be eligible for consideration, the Contractor's written claim for a change in the Contract price, including claim(s) from sub-contractors, shall include an itemized cost breakdown with supporting data as described below:

A. For labor: Provide written documentation from the Contractor and Subcontractors or others as appropriate in the form of a detailed breakdown by each labor classification involved indicating the number of hours of Work involved and the hourly payroll rate applicable to each to substantiate the basis and amount of the direct labor cost. The direct labor cost may be increased to provide an allowance for indirect payroll costs (labor burden), such as payroll taxes, fringe benefits, and workers insurance after all premium discounts, rebates and other appropriate reductions have been taken.

B. For material, supplies, equipment, furnishings, etc., to be installed or included in the Work: Provide written documentation from the Contractor and Subcontractors, suppliers, etc., to substantiate the basis and amount of the various cost items involved. Material costs shall reflect the Contractor's reasonably anticipated net actual cost after consideration of trade discounts and volume rebates.

C. For construction equipment: Provide written documentation in the form of a detailed breakdown by each construction equipment category, indicating the applicable unit rates (i.e., dollar amount per hour, dollar amount per day etc.,) and the number of hours, days, etc. to substantiate the basis and amount of the construction equipment out-of-pocket costs.

CHANGE OF CONTRACT TIME

The Contract Time may only be changed by written Change Order. Any claim for an extension in the Contract Time shall be in writing and include an analysis of the Progress Schedule as further described in the Specifications and shall be delivered to the City Manager or designee within fifteen (15) business days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by the City Manager or designee. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. The Contract Time may be extended for an amount equal to time lost due to unforeseeable causes beyond the control of the Contractor (and his Subcontractors and Suppliers) if he makes a claim therefrom. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by the City; fires; floods; labor disputes; epidemics; or acts of God.

All time limits stated in the Contract Documents are of the essence to the Contract. The stated time limits are agreed to be adequate to complete the work, including the procurement, manufacture and delivery of all material and equipment required, and account for any and all potential impact, delays, disruptions and costs that may be expected.

CITY'S RIGHT TO DIRECT PURCHASE

The City has reserved the right to purchase certain items and materials for this project directly in an effort to save applicable sales tax in compliance with Florida Law.

The City will issue purchase orders directly to the vendors supplying the equipment being directly purchased by the City for this project. Each Purchase Order will be accompanied by the City's Certificate of Exemption and a Certificate of Entitlement. All direct purchase vendor invoices will be issued to the City of St. Pete Beach and the City will issue payment to each direct purchase vendor from City funds. The City will take title to the equipment at time of delivery from the vendor and will issue a separate Certificate of Entitlement for each purchase order.

The Contractor shall assist the City with receipt of materials furnished by the City in accordance with these Special Provisions including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, providing and obtaining all warranties and guarantees required by the Contract Documents, assist with inspection of the goods at the time of delivery and notify the City immediately of any deficiencies noted. It is understood that the owner assumes the risk of damage or loss during the time that the building materials are physically stored at the job site prior to their installation or incorporation

into the project. The Contractor shall coordinate with the City regarding the delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular material furnished.

As City Furnished Materials are delivered to the job site and accepted by the City, the City shall notify the Contractor who will assist the City to visually inspect all shipments from the suppliers. The City will approve the vendor's invoice for material delivered upon adequate inspection and recommendation of the Contractor. The City shall assure that each delivery of City Furnished Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made and Contract Documents including but not limited to Contract, Plans, Specifications, and approved Shop Drawings. This documentation may consist of a delivery ticket, bill of lading and an invoice from the supplier conforming to the Purchase Order together with such additional information as the City may deem necessary.

PAYMENTS FOR WORK COMPLETED

Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable on estimates made by the City Manager or designee and as approved by the City, provided that the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained five percent (5%) on the amount of each estimate until final completion and acceptance of all work covered by the Contract. Upon completion and acceptance of the work, the City Manager or designee shall issue a certificate that the work has been completed and accepted by them under the conditions of the Contract and shall make and approve the final estimate of the work. The entire balance found to be due the Contractor, including that retained by the City, should be paid to the Contractor. Such payment shall be conditioned, however, upon the submission by the Contractor of evidence satisfactory to the City that all claims for labor, material, and any other outstanding indebtedness in connection with the Contract have been paid. Such payment shall also be conditioned upon approval and acceptance of the construction and improvements by the City.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the City Manager or designee so certifies, the City shall upon the Certificate of the City Manager or designee, and without terminating the Contract make payment for the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim. If such delay occurs and payment is made under this clause, the Contractor shall nevertheless be prepared to complete the work in a timely manner upon the remedy or removal of such delay, and shall be bound under this Contract for the completion of such work unless this Contract is otherwise terminated. All payments will be made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

PAYMENTS WITHHELD

The City Manager or designee may withhold, or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the City from loss on account of:

a) Defective work not remedied.

b) Claims and/or liens filed or reasonable evidence indicating probable filing of claims.

c) Failure of the Contractor to make payments properly to Subcontractors or for material or labor.

d) A reasonable doubt that the Contract can be completed for the balance then unpaid.

e) Damage to another Contractor

f) Failure of the Contractor to keep their work progressing in accordance with their time schedule.

FINAL PAYMENTS

Upon the completion and acceptance of the work, the City Manager or designee shall issue a certificate that designates that the whole work provided for in this Contract has been completed and accepted by him under the conditions and the terms thereof and shall make the final estimate of the work. After issuance of the certificate, the entire balance found to be due the Contractor, including said retained percentage by the City in accordance with existing state laws as may be retained lawfully by said City, shall pay excepting such sums to the Contractor.

Before the approval of the final payment, the Contractor shall submit evidence satisfactory to the City that states that all payrolls, materials, bills and outstanding indebtedness in connection with this Contract have been paid.

LIENS

If at any time there shall be evidence of any lien or claim for which the City might become liable and which is chargeable to the Contractor, the City shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient for complete indemnification against such lien or claim. In the event the City has already paid to the Contractor all sums due under this contract or the balance remaining unpaid is insufficient to protect the City, the Contractor and his Surety shall be liable to the City for any loss so sustained.

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

The term "City Manager or designee" wherever used in the Contract shall be the City of St. Pete Beach or its duly authorized representative. Notices of any change in the City Manager or designee shall be given in writing by the City to the Contractor. The City Manager or designee shall have full authority to interpret the Plans and Specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under the Contract and every question relative to the fulfillment of the terms and provisions therein. It shall be the duty of the City Manager or designee to enforce the Plans and Specifications in a fair and unbiased manner. If a variation from any requirements is allowed the City Manager or designee shall grant the same in writing with the reasons for his action outlined, and such action will not invalidate or change the Contract in any other manner.

INTENT OF PLANS AND SPECIFICATIONS

The Contractor shall keep on the job a copy of the Plans and Specifications and shall at any time give the City Manager or designee access thereto. Anything mentioned in the Specifications and not shown on the Plans or shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. The Contractor shall not take advantage of any errors, discrepancies or omissions that may exist in the Plans and Specifications but shall immediately call them to the attention of the City Manager or designee whose interpretation or correction thereof shall be conclusive. Should a conflict occur between the General Specifications and any Supplemental Specifications and/or Plans, the latter shall govern.

LICENSES AND PERMITS

The Contractor shall obtain and pay for all necessary City licenses and work permits and shall faithfully comply with all laws, ordinances and regulations, (Federal, State or local) which may be applicable to the operations to be conducted hereunder, except for those permits obtained by the City. Notwithstanding the provisions above, the contractor is responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.

Chapter II, Section II-4, "Registration of Licenses Obtained From Other Municipalities:" "Persons, partnerships, corporations, or other business entities doing business with the City who are not required to obtain a City occupational license, but who must have either a State or County or Municipal occupational license from another municipality, shall register such occupational license with St. Pete Beach Community Development Department. The City may charge a fee for such registration." The Contractor shall be responsible for obtaining all City, County, State and Federal permits required by those government agencies and must provide documentation of receipt of those permits prior to project commencement. This shall include a notice to commence work letter and the applicable fee, if required. Any sub-contractor hired by the contractor awarded the project, MUST also register their license with the City.

SUPERINTENDENCE

The Contractor shall constantly superintend all the work embraced in this Contract in person or by a responsible agent who shall have in writing, full authority to act for them and to carry out all the instructions given by the City Manager or designee.

LABOR PROVISIONS

The Contractor and his Subcontractors shall discharge, whenever ordered to do so by the City Manager or designee, any employee who is disorderly or whose conduct in the opinion of the City Manager or designee is detrimental to the prosecution of the work. No person whose age or physical condition is such as to make this employment dangerous to his/her health and safety or to the health and safety of others shall be employed on the work, and in no event shall any persons under the age of sixteen (16) years be employed.

INSURANCE

The Contractor shall procure and maintain at his/her own expense, during the life of the Contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of the City for adequacy of protection and shall include a provision preventing cancellation without twenty (20) business days prior notice to the City in writing. The City shall be included as an additional insured on all liability insurance. The liability insurance required is as follows: Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor hired by the Contractor or anyone directly or indirectly employed by the Contractor or hired by the Contractor.

The successful Contractor shall supply and maintain insurance which defends, indemnifies and holds harmless the City of St. Pete Beach, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by the Contractor or third party under the direction or control of the Contractor. Such general and excess liability coverage shall be primary to any other coverage carried by the City of St Pete Beach. Contractor must furnish the City with Certificate of Insurance prior to commencement of work. An approved Certificate of Insurance furnished by the Contractor's carrier to guarantee the Contractor being insured with the City of St Pete Beach must be named as a certificate holder for this contract. The following minimum coverage:

- Commercial General Liability Insurance $1,000,000.00.
- Comprehensive General Liability Insurance of $1,000,000.00 each occurrence.
- Personal Injury for $1,000,000.00 each occurrence.
- Automobile Liability $1,000,000.00.

- General Workers Compensation Insurance as required by Florida law.
- Longshore Harbor Workers Compensation Insurance

PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all their work and materials from damage or theft and shall protect the City's property and all adjacent property from injury or loss arising in connection with activities under their Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be caused by agents or employees of the City.

The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the site of the work. Should the situation arise that physical security is needed the Contractor will provide security on off days and holidays. The Contractor shall be responsible for all charges incurred with such action.

The Contractor shall post danger signs warning against any hazards created by the work being done under their Contract. They shall designate a responsible member of their organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the City Manager or designee and City in writing. In an emergency affecting the safety of life, or of the work or adjoining property, the Contractor, without special instruction or authorization from the City Manager or designee, or City, is hereby permitted to act, at their own discretion, to prevent such threatened loss or injury, and they must take such action if so instructed or authorized by the City Manager or designee. The Contractor shall also protect adjacent property as required by law.

PARKING

The Contractor shall arrange with City Manager or designee for temporary parking areas to accommodate construction personnel and construction equipment. Note that limited parking spaces are available in the City of St. Pete Beach. The Contractor will be asked to coordinate with the City's representative on site on a regular basis to minimize the impact on residents and visitors.

TRANSPORTATION, HANDLING AND STORAGE

The Contractor shall transport, handle, protect and store products in accordance with manufacturer's instructions and all environmental regulatory agencies.

VEHICLES

Business vehicles shall be identified on both sides with the name of the company.

ENVIRONMENTAL PROTECTION

It shall be the Contractor's responsibility to implement construction methods, best management practices, and erosion control methods that avoid water pollution as required by the State of Florida Department of Environmental Protection (FDEP), City of St. Pete Beach, and Pinellas County. Any Contractors in violation of the City of St. Pete Beach Regulations, Pinellas County Regulations, Florida Department of Environmental Protection Regulations, or any other regulatory agency regulations shall be the sole responsibility of the Contractor. The Contractor shall hold harmless the City of St. Pete Beach and the City Manager or designee from any fines and litigation resulting from the Contractor's actions. The Contractor shall pay all attorneys' fees, fines, penalties and any other such expenses resulting from the Contractor's actions. The Contractor shall provide all necessary measures to prevent any materials whatsoever from entering the waterway except for those materials, which are shown, on the plans as completed structures. The Contractor shall provide MSDS sheets to the City Manager or designee on all applicable materials before applying those materials. The Contractor shall secure the necessary education, certifications, licenses and permits required by state and local agencies to operate and manage a construction site,

including but not limited to, FDEP requirements related to Coastal Construction Control Line. The Contractor shall abide by all rules and regulations set forth and required by the City of St. Pete Beach's MS4 NPDES Permit.

TIMELY DEMAND FOR STAKES AND INSTRUCTIONS

The Contractor shall provide reasonable and necessary materials, opportunities, and assistance for setting stakes and making measurements, including the furnishing of a rodman, or a chainman at intermittent times during the construction period. They shall not proceed until they have received such stakes and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such stakes and instructions. The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction, they will be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

WORKMANSHIP

The Contractor acknowledges that they have satisfied themselves as to the nature and location of the work; the general and local conditions including but not restricted to those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, surface conditions, subsurface conditions, tides or similar physical conditions at the site, the character of equipment and facilities required to prosecute the work. Any failure by the Contractor to acquaint themselves with any aspect of the work or with any of the applicable conditions shall not relieve the Contractor from the responsibility to successfully perform the work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

UTILITIES

The Contractor shall anticipate all underground obstructions such as water lines, gas lines, sewer lines, utility lines, or any other public or private facilities and debris. In all cases where existing utility lines may be interfered with by the work, the Contractor shall give a minimum of thirty-six (36) hours' notice to the owners of such utilities, to permit them to relocate the lines prior to construction. No extra payment shall be allowed for the removal, replacement, repair or possible increased cost caused by underground obstructions. The location of existing structures and utilities provided in the plans are approximate only. Any damage to existing structures to remain or work of any kind shall be repaired or restored promptly by, and at the expense of the Contractor.

The Contractor shall at all times protect all desirable trees, plants, curbs, sidewalks, irrigation components, and structures not requiring removal to accomplish the work, whether or not they are shown on the plans. The Contractor must contact the City to obtain tree removal permits for the removal of any tree not identified for removal in the Project Plans.

In matters of restoration, all materials, construction, and workmanship shall be acceptable to, and approved by the City of St. Pete Beach and the City Manager or designee. No changes in size, shape, configuration, location, materials, or construction shall be made without prior written authorization from the City Manager or designee. Any demolition debris and other debris shall be hauled offsite and properly disposed of by the Contractor and shall be inclusive to the prices as stated in the BID SCHEDULE, unless otherwise stipulated as part of the project to remain.

No interruption of ingress and egress to private property shall be made unless the Contractor has made prior arrangements acceptable to the owner of the affected property. The City Manager or designee shall notify affected residents/property owners of impending activity or inconvenience via door hanger.

The Contractor shall provide all traffic control devices utilized during construction and meet the

requirements set forth in the Florida State Department of Transportation "Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance, and Utility Operations."

CLEANING UP

Upon completion or termination of the work the Contractor shall, as directed by the City Manager or designee, remove from the vicinity of the work all equipment and temporary structures, waste materials and rubbish resulting from his operations, leaving the premises in a neat and presentable condition. All debris generated by the Contractor will be removed before leaving the area. All areas will be raked to remove smaller debris. All surrounding sidewalks, parking lots and roadways will be cleared of any dust or debris generated by the Contractor. In the event of their failure to do so, the City at the expense of the Contractor may do the same, and their Surety shall be responsible.

DEFECTIVE WORK OR MATERIAL

The Contractor shall promptly remove from the premises all work and materials condemned by the City Manager or designee as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work or materials within a reasonable time after notice, the City may remove them and store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) business days' time thereafter, the City may, upon thirty (30) business days written notice sell such materials at auction or at private sale and shall account for the net proceeds thereof after deducting all the costs and expenses that should have been borne by the Contractor.

DISPUTE RESOLUTION

The Contract shall be construed under Florida law. The parties agree that all controversies, claims and other matters in question between the parties arising out of or relating to this Contract or its breach shall be resolved through mediation. Upon notice of any party to the Contract of a dispute, question or controversy, the parties shall agree to the appointment of a qualified mediator. A qualified mediator is a person who has received at least forty (40) hours of mediation training and has actual experience as a mediator in resolving contract disputes. If the dispute, question or controversy is not resolved through mediation within sixty (60) business days of a notice of the dispute between the parties, the City reserves the right to seek resolution through court action.

INDEMNIFICATION

In consideration of the payment of ten dollars ($10.00) as part of the above purchase price, Contractor shall indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the responding firm and any persons employed or utilized by the responding firm in the performance of the Contract.

GENERAL WARRANTY

Neither the final certificate nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom that shall appear within a period of eighteen (18) months from the date of final acceptance of the work, unless a longer period is specified. The City shall give notice of

observed defects with reasonable promptness.

LAND OF CITY, USE OF, BY CONTRACTOR

The City shall provide the land upon which the work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide, at his/her cost and expense, any additional land required. It will be the responsibility of the Contractor to repair or restore to the satisfaction of the City, at their own expense, any damage to land used for the above stated activities or any other activities approved by the City.

OTHER WORK

Wherever work being done by the City or by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City Manager or designee to secure the completion of the various portions of the work in general harmony.

OTHER CONTRACTS

The City may award other Contracts. The Contractor shall fully cooperate with such other Contractors and carefully fit his/her own work to that provided under other Contracts, as may be with the performance of work by any other Contractor or City.

COOPERATIVE PURCHASING

Pursuant to their own governing laws and subject to the agreement of the Contractor, governmental entities may make purchases under the terms and conditions contained in the executed Contract, if agreed to by Contractor. Such purchases are independent of the Contract between the City and the Contractor, and the City is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

DELAYS AND EXTENSION OF TIME

If the Contractor should be delayed at any time in the progress of the work by an act or neglect of the City or the City Manager or designee, or of any employee of either, or by any separate Contractor employed by the City, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any cases beyond the Contractor's control, or by delay authorized by the City Manager or designee, or by any cause which the City Manager or designee shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City Manager or designee may decide. No such extension shall be made for a delay that occurs more than five (5) business days before a claim is made in writing to the City Manager or designee. In the case of a continued cause of delay, only one (1) claim is necessary. This section does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

CITY'S RIGHT TO TAKE OVER THE WORK

If the Contractor shall be adjudged bankrupt, or if they should make a general assignment for the benefit of its creditors, or if a receiver should be appointed to take over their affairs, or if they should fail to prosecute their work with due diligence and carry the work forward in accordance with its' work schedule and the time limits set forth in the Contract Documents, or if they should fail to substantially perform one or more of the provisions of the Contact Documents to be performed by them, the City may serve written notice on the Contractor and the Surety on its' performance bond, stating the City's intention to exercise one of the remedies hereinafter set forth and the grounds upon which the City bases its right to exercise such remedy. In any event, unless the matter complained of is satisfactorily cleared within ten (10) business days after

the service of such notice, the City may, without prejudice to any other right or remedy exercise one of such remedies at once; having first obtained a certificate from the City Manager or designee that such sufficient cause exists to justify such action.

The City may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and their Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance of the Contract within ten (10) ten days after service of the notice of termination, the City may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of their service, the Contractor shall not be entitled to any further payment under their Contract until the work is completed and accepted. If the City takes over the work and the unpaid Contract balance exceeds the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Contractor, the excess unpaid Contract balance shall be paid to the Contractor. If the City takes over the work and the unpaid Contract balance does not exceed the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Contractor, the Contractor and his Surety shall pay the difference to the City. The City Manager or designee shall certify such cost, expenses, and damages.

The City may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such event, the City shall be entitled to collect from the Contractor and his Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred by it through the default of the Contractor, provided the City Manager or designee approves the amount thus charged to the Contractor.

The City may require the Surety on the Contractor's bond to take control of the work at once and see to it that all deficiencies of the Contractor are made good with due diligence. As between the City and the Surety, the entire cost of making good such deficiencies shall be borne by the Surety. If the Surety takes over the work, either upon termination of the services of the Contractor or upon instructions from the City to do so, the provisions of the Contract Documents shall govern in respect to the work done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to the payment for the work and provisions of this section as to the right of the City to do the work itself or to take control of the work.

RIGHT OF OCCUPANCY

The City shall have the right, if necessary, to take possession of and to use any completed or partially completed portions of the work, if such use be approved by the City Manager or designee even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such possession and use if it materially interferes with the Contractor's operations. The City shall also have the right to enter the premises with the Contractor for the purpose of doing work not covered by its Contract.

ACCEPTANCE

Final inspection and acceptance of the work shall be made for the City by the City Manager or designee. Such inspection shall be made as soon as practical after the Contractor has notified the City in writing that the work is ready for such inspection.

WAIVER

It is expressly understood and agreed that any waiver granted by the City Manager or designee of any term, provision, or covenants of the Contract shall not constitute a precedent or breach of the same or any other

terms, provisions, or covenants of the Contract. Neither the acceptance of the work by the City nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the City of any claim which the City may have against the Contractor or Surety under this Contract or otherwise.

INSPECTION

The City Manager or designee and his representative shall, at all times, have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship, are in accordance with the requirements and intentions of the Plans. All work done and all materials furnished shall be subject to their inspection and approval by the City Manager or his designee. If any work should be covered up without approval or consent of City Manager or designee, it must, if required by the City Manager or designee, be uncovered for examination at the Contractor's expense.

The City Manager or designee may order re-examination of questioned work and if so ordered, the Contractor must uncover the work. If such work were found in accordance with the Contract Documents, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless they show that the defect in the work was caused by another Contractor, and in that event, the City shall pay such cost.

The inspection of the work shall not relieve the Contractor of any of their obligations to fulfill their Contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on estimates for payment. All work shall be tested to the satisfaction of the City Manager or designee before acceptance.

BID REVIEW AND CONTRACT AWARD

Failure to submit all documents requested at the time of bid may deem the Contractor's bid ineligible for award. The City of St. Pete Beach reserves the right to reject any or all bids or parts of bids or accept any bid or part thereof deemed to be in the best interests to the City of St. Pete Beach. The City shall be the sole final judge of qualifications of the bidder to perform service and reserves the exclusive right to accept or reject any bids as it deems to be in the best interests of the City. The City may waive any informality.

LOCAL, STATE AND FEDERAL COMPLAINCE REQUIREMENTS

The laws of the State of Florida do apply to any purchase made under this Request for Bid. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to their bid and subsequent contracts include but not limited to Equal Employment Opportunity, Minority Business Enterprise, and OSHA as applicable to this contract.

Compliance with Fla. Stat. 448.095:

- Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095. Contractor must use the U.S. Department of Homeland Security's E-Verify System, hhtps://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this Agreement.

- Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095 (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

- Contractor must provide evidence of compliance with Fla. Stat. 448.05 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

- Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statue by the Contractor, the Contractor may not be awarded a public agreement for a period of 1 year after date of termination.

RESERVES THE RIGHT

The City reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request re-submission. If only one bid is received by the bid date and time listed, the bid may or may not be rejected by the City depending upon bid review and the needs of the City.

The City reserves the right to select a firm with or without additional interviews and may decide to select any of the firms submitting bids. The City reserves the right to award the contract to a responsible proposer submitting a responsible bid, with a resulting negotiated agreement which is most advantageous and in the best interest of the City.

Proposers, bidders, their agents, and associates shall not contact or solicit any City Commission member, City employee, or official regarding this RFB during any phase of the bidding process. Failure to comply with the provision may result in disqualification of the bidder, at the option of the City. Only that individual listed, or an approved designee, as the contact person for this RFB shall be contacted.

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a responding firm may be permitted to withdraw an erroneous submittal prior to the award by the City Commission, if the following is established:

- That the responding firm acted in good faith in submitting the submittal;
- That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would work severe hardship upon the respondent;
- That the error was not the result of gross negligence or willful inattention on the part of the respondent;
- That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal; or
- The responding firm submits documentation and an explanation of how the error was made.

CONE OF SILENCE

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

TERMINATION

The resulting contract may be canceled by the City when:

- Sufficient funds are not available to continue its full and faithful performance of this contract.
- There is sub-standard or non-performance of contract.
- The City wishes to terminate at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

The resulting contract may be canceled by either party in the event of substantial failure to perform in accordance with the terms by the other party through no fault of the terminating party.

FISCAL NON-FUNDING

If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel this Agreement immediately upon written notice to the vendor.

PROJECT RECORDS

The awarded firm shall maintain auditable records concerning the procurement to account for all receipts and expenditures, and to document compliance with the Contract. These records shall be kept in accordance with generally accepted accounting methods, and the City of St. Pete Beach reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes. Additionally, the awarded firm shall abide by and comply with Florida Statutes regarding public records. Specifically, the firm shall be aware of the provisions found in Section 119.0701, Florida Statutes.

Upon completion of the project, all reports, studies, recommendations, forms, and other project specific information will need to be submitted in paper and in an electronic file format (.PDF, .JPEG) on CD or USB storage device.

V. REFERENCES & MINIMUM QUALIFICATIONS

Provide at least three (3) or more professional, business references with which you have contracted to provide similar services in the past five (5) years. Include the name of the person, its organization, telephone number, fax number, and e-mail address. Include any governmental agencies, with the same contact and descriptive information for which you have provided similar service within the past five (5) years.

Provide a brief description of the history and capabilities of the firm. Describe the types of projects or services the firm performs/has performed and the dollar value of each. Provide information regarding your firm's ability to complete this project. Demonstrate that the firm's personnel have experience with similar projects.

Identify all unresolved and ongoing claims and disputes against your firm in excess of $500,000. Include any claims against the principals of your firm or any claims your company may have against a third party. Provide a history of litigation, including the outcomes, for the past five (5) years.

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of St. Pete Beach will apply.

Provide the overall bonding capacity for the company and provide a history of any claims against the bidder's previous bonds for the past five (5) years.

The City shall be the sole final judge of qualifications of bidder to perform service and reserves the exclusive right to accept or reject any bid as it deems to be in the best interests of the City. The City reserves the right to make such investigation, as it deems necessary, to determine the ability of any proposer to perform the work or service requested. Failure to comply with the requirements of this section may be grounds for rejecting a response.

VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO § 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach

by: _____
(Print individual's name and title)

for: _____
(Print name of entity submitting sworn statement)

at: _____
(Business address)

and (if applicable), its Federal Employer Identification Number (FEIN):

_____
(FEIN)

or, if the entity has no FEIN, include the Social Security Number:

_____
(SSN)

by the individual signing this sworn statement:

_____
(Signature)

2. I understand that a "public entity crime" as defined in § 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in § 287.133 (1)(b), Fla. Stat., means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in § 287.133 (1)(a), Fla. Stat., means:
   a. A predecessor or successor of a person convicted of a public entity crime or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who

knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the **statement which I have marked below is true** in relation to the entity submitting this sworn statement (indicate which statement applies).

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of ☐ physical presence or ☐ online notarization**, this _____ day of _____, 2022, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

_____
Notary Public – State of Florida

_____
(Print, Type, Stamp, or Commissioned Name of Notary Public)

VII. NON-COLLUSION AFFADAVIT

STATE OF _____

COUNTY OF _____

I state that I_____(Name and Title) of_____(Name of Firm), am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.

2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.

3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher that the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.

4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5. _____, its affiliates, subsidiaries, officers, director, and employees (Name of Firm) are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Name of Organization: _____

Signed By: _____

Print Name: _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of ☐ physical presence or ☐ online notarization**, this _____ day of _____, 2022, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

_____
Notary Public – State of Florida

_____
(Print, Type, Stamp, or Commissioned

Name of Notary Public)

VIII. SPECIFICATIONS

All work shall conform to the most current Pinellas County Standard specifications, regulations, and details.

IX. SAMPLE AGREEMENT

Sample Agreement behind this page.

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

[Enter Contract Name]

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and Vendor Name. (hereinafter "Contractor"). The City and Contractor together shall be referred to as the "parties."

WHEREAS, The City properly issued a Request for Bids, attached and incorporated hereto as Exhibit "B" and the City Commission authorized the selection of Contractor at its [Insert Date] public hearing.

WHEREAS, City desires to purchase from Contractor the services described in this Agreement.

WHEREAS, Contractor is in the business of providing the services described herein, and has submitted an appropriate proposal to the City to provide the same.

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Contractor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

3. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

4. Public Records. The Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**

3. Employment Eligibility. The Contractor shall comply with all

local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.

a. Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095. Contractor must use the U.S. Department of Homeland Security's E-Verify System, https://e-verify.uscis.gov/emp to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.

b. Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

c. Contractor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Contractor's E-Verify number.

d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of one (1) year after date of termination.

29. Scope of Services. The Contractor must perform all work for the City required by the contract documents as set forth below:

a. Contractor will furnish all labor, materials, and equipment necessary as indicated in the Request for Bids (Exhibit B) in the amount of $(enter $ amount).

b. Contractor must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor must comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor must at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

c. Contractor will provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

d. Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.

e. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted. Last, Contractor warrants all material and workmanship for a minimum of (1) year from date of project completion and acceptancy by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor will, after receipt of a written notice from the City to do so, promptly correct the work.

30. Damages. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of $500 per day, for each day after the date set forth in paragraph 10, that Contractor has failed to properly and completely deliver all goods or provide all service specified herein. The Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

31. Remedies.

a. Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the city resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

b. Correction of Work. If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the city reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.

32. Waiver of Liens. Prior to final payment of the Contract Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.

33. Warranties.

a. Warranty of Title. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

b. Warranty of Specifications. The Contractor warrants that all goods, materials, workmanship furnished, whether by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions

supplied or adopted.

c. Warranty of Merchantability. The Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the city, or within such larger period of time as may be described by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor must after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Contractor a written acceptance of such condition.

34. Completion Date. Contractor shall provide the services, described herein to be completed within the first 12 months of the agreement.

35. Term. This Agreement will remain in effect for a period of [enter date] from the Effective Date.

36. Effective date. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

37. Termination. This Agreement may be canceled by the City when:
a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
b. Sub-standard or non-performance of Agreement.
c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.

38. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.

39. Non-Exclusivity. Contractor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.

40. Compensation. Upon Contractor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B.

41. Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than $1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of $100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

The Contractor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

42. Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, Contractor shall indemnify, defend and hold the City harmless for itself, its past/present/future elected and appointed officials, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, liability or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not, and in

connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph is not limited in any way by any limitation in this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended nor may it be construed, to waive City's rights and immunities under the common low or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

43. Discriminatory Vendor List. Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134 (1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287-134 (2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to a public entity; may not submit a bid or 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."

44. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with City, State, or United States policies, rules, or regulations relating to the use of Contractor's funds provided for herein. The contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in it business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

45. Audit Rights. The City reserves the right to audit the records of the Contractor for the commodities and/or serves provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must allow the City to inspect, examine and review the records of the Contractor in relation to this Agreement at any an all times during normal business hours during the term of the Agreement.

46. Exhibits. The following Exhibits shall be attached, incorporated, and made a part of this Agreement:

d. Florida public records law (Exhibit "A")
e. Request for Bid (Exhibit "B")
f. Vendor Proposal (Exhibit C)

47. Notices. All notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Contractor:

As to City:
City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

With Copy To:
Insert Vendor email address

With Copy To:
cityattorney@stpetebeach.org

48. Conflicts and Severability. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

49. Amendments. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

50. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

51. Assignment. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Contractor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

52. Counterparts. This Agreement may be executed and delivered

in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

53. Authority. Contractor hereby acknowledges that the person executing this Agreement on behalf of Contractor has the full authority to do so and to bind Contractor to the terms hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

City of St. Pete Beach:

Signature: _____

By:

Its: .Project Manager

Date: _____

Signature: _____

By: Alex Rey

Its: City Manager

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Andrew Dickman
City Attorney

ATTEST:

_____
Amber LaRowe
City Clerk

EXHIBIT "A"

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action.

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

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

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

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency's custodian of public records in at least 14-point boldfaced type:

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 (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

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 public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT "B"

(Place Request for Bid behind this page)

Exhibit "C"

(Place Vendor's Bid Behind this Page)

Exhibit "C"

(Place Vendor's Bid Behind this Page)



City of St. Pete Beach
RFB Response
December Holiday Decorations
Christmas Designers Florida Joe Campbell – Director of Sales
jcampbell@christmasdesigners-fl.com 954-633-2159
3124 NW 16th Terrace, Pompano Beach, FL 33064

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Public Entity Criminal Affidavit 22
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W-9 25
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Business Tax Receipt 27

Addendum received in connection with this Request for Proposal:

Addendum #1, Dated 3/20/2024 JC
Authorized Initials
Addendum #2, Dated 4/5/2024 JC
Authorized Initials

II. **CONTRACTOR'S BID SUBMITIAL**

The company that is submitting a bid declares that it has extensive experience in Holiday Decoration Installation and Removal.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no person other than herein mentioned has any interest in the Bid or in the Agreement to be entered into; that this Bid or Agreement is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Plans and Specifications for the work and Contract Documents relative thereto, and have read all special provisions furnished prior to the opening of bids; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for **"Holiday Decorations"** in St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the City of St. Pete Beach, Florida.

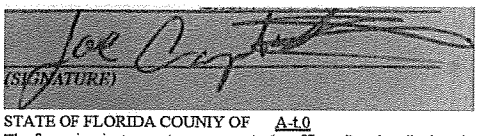
The successful bidder shall be required to utilize the template Agreement in this Request for Bids (RFB) and any questions regarding the Agreement must be addressed during the RFB process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach '" lick c:rc lo emcr text ".

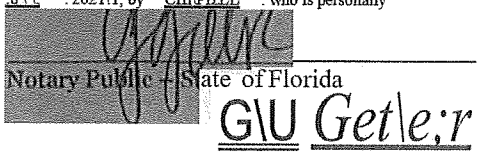
K:;OMPANY: Rileighs Outdoor, LLC dba Holiday Outdoor Decor dba Christmas Designers Florida
ADDRESS: PO Bo 4 hi PA 18 8

BIDDER:

DATE: 04.05.2024
PHONE: 954-973-4225
NAME: Joe Campbell - Director of Sales
(PRINT NAME& Tfl1.E)



STATE OF FLORIDA COUNIY OF A-t.0
The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of Y fph mcal presence or** D **online notarization,** this....5_ day of :8 \ \ . 2021!1, by CffiPf£LL . who is personally

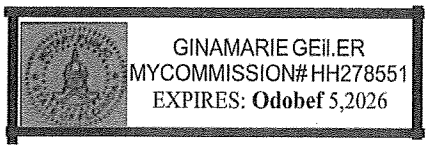


known to me or has produced---------- ;-,,.-.___....,__identification.
(SEAL)

e&.ow

:croe

(Print, Type, Stamp, or Commissioned Name of Notary Public)
SUBMIT BID TO:
OFFICE OF THE crrv CLE Cl1Y OF sr. PETE BEACH
155 COREY AVENUI , ST. PETE BEACH, FLORIDA 33706



v020222

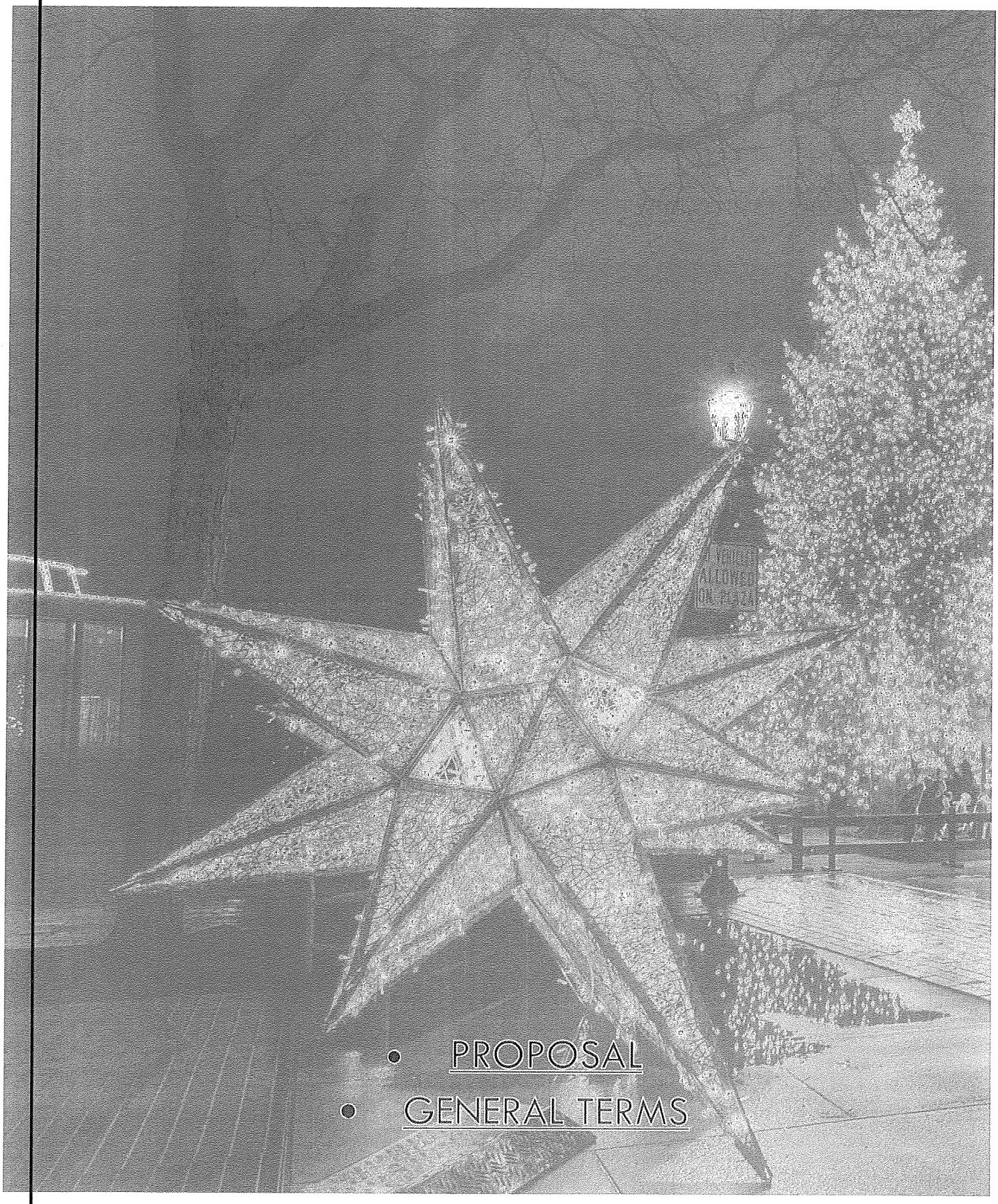
III. FEE SCHEDULE

Description	Quantity	Cost	Extended Price
Pole Mounts for Blind Pass and 75th Lighted	53	$230.00	$12,190.00
Pole Trim on Corey From Mangrove to Gulf Blvd, Mangrove From Corey to 75th	45	$130.00	$5,850.00
Tree Wrap on Gulf Blvd South from 75th (Medjool Palms 75' x 9" Red Garland Trim	24	$204.00	$4,896.00
Horan Park Tree 22' Panel Tree including 4' Star Topper	1	$5,829.00	$5,829.00
Pole Trim and tree wrap on the Pinellas Bayway from Toll Booth to Gulf Blvd. 75' x 9" Red Garland trim (utility Poles)	25	$165.00	$4,125.00
Tree at Pass-A-Grille Park 17' Panel Tree w/3' 3d Star Topper	1	$3,510.00	$3,510.00
Pole Trims and tree wraps in Pass-A-Grille on Gulf way and Pass-A Grille Way from 1st to 22nd Ave.	167	$130.00	$21,710.00
Pole trim on 8th, 9th and 10th Ave in Pass-A-Grille	22	$130.00	$2,860.00
Pole Mounts on Gulf Blvd from Corey Ave to Pinellas Bayway (Lighted)	68	$230.00	$15,640.00
3 Piece Bear Family Photo Op at Horan Park	3	VALUE ADDED	$0.00
3 Piece Deer Family Photo Op at Pass A Grill Park	3	VALUE ADDED	$0.00

4
v020222

HOLIDAY PROGRAM
2024

CITY OF
ST. PETE BEACH


• PROPOSAL
• GENERAL TERMS

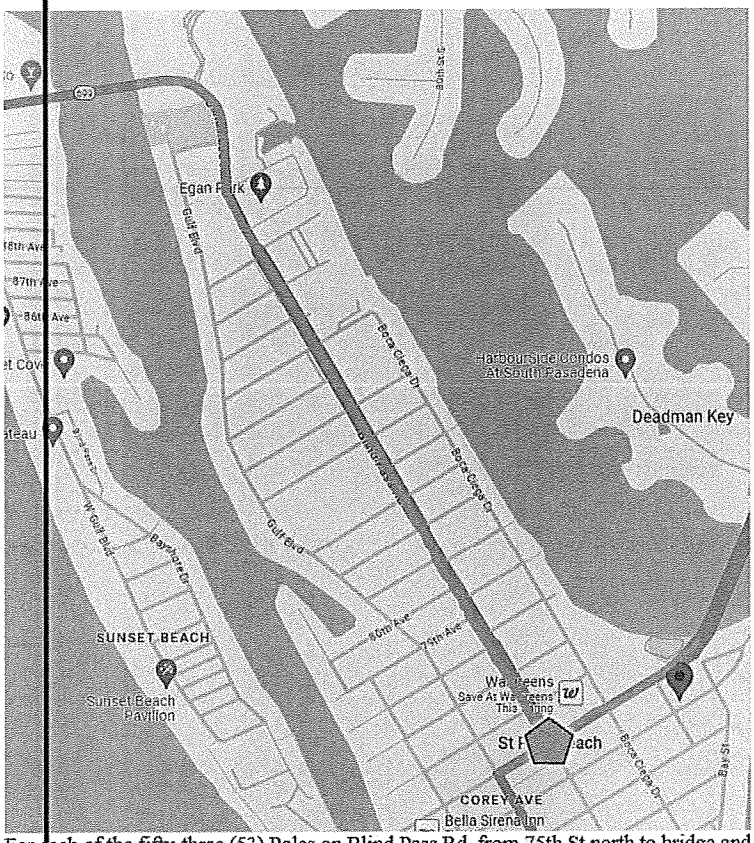
The material contained herein is the property of Holiday Outdoor Decor. Reproduction, copying, or use without prior consent is strictly prohibited.


Est.
1979
A HOLIDAY OUTDOOR DECOR COMPANY

PROPOSAL
CITY OF ST. PETE BEACH
Holiday Program 2024

AREA 1 – BLIND PASS RD

LEGEND
Explanation of symbols
on General Terms page



For each of the fifty-three (53) Poles on Blind Pass Rd, from 75th St north to bridge and 75th Ave from Bridge to Gulf Blvd, we will install one (1) Various Pole Decoration.
13 54" Wreath w/Colored Bell, Branch Garland 14-4-2 LED
LSE-PM-SLB-WCB54
13 54" Wreath w/Tube Candles, with Branch Garland 14-4-2 LED
LSE-PM-SLB-WTCG54
13 Poinsettia with Stem Pole Mount. 5.5'x7.5'. C9 LED and Garland Accents
LSE-PM-SLB-PAWS90
14 Single Poinsettia Pole Mount. Measures 5'x5.5'. C9 LED and Garland Accents
LSE-PM-SLB-SPA66

END AREA 1

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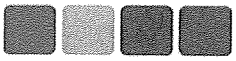
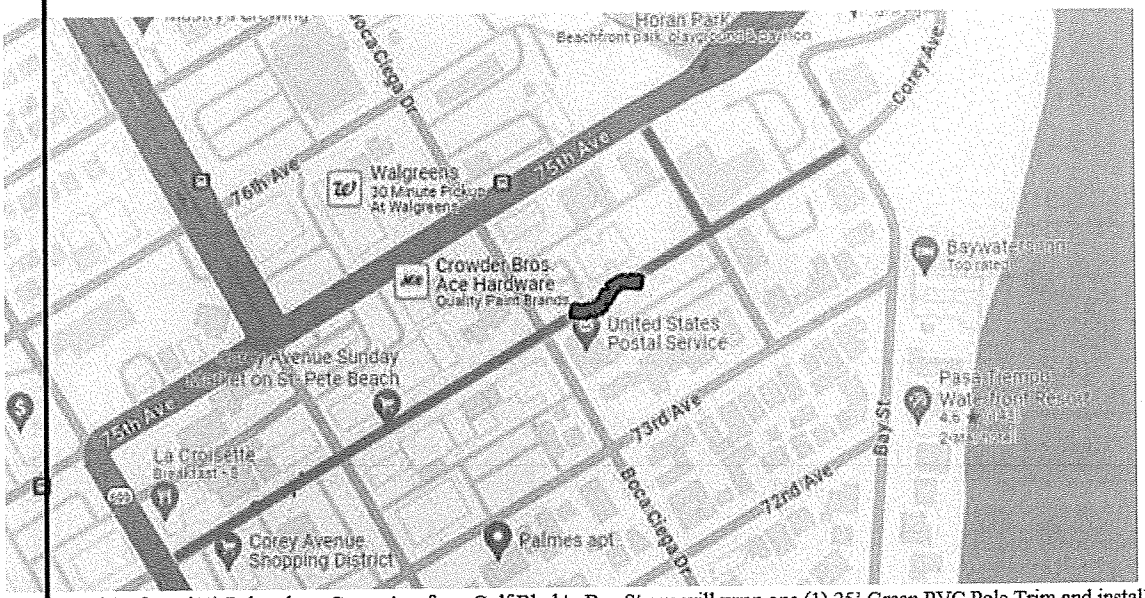


AREA 2 – DOWNTOWN



For each of the forty (40) Poles along Corey Ave from Gulf Blvd to Bay St, we will wrap one (1) 25' Green PVC Pole Trim and install two (2) 24" Red Glitter Bows at the top.
For each of the five (5) Poles along Mangrove St from Corey Ave to 75th Ave, we will wrap one (1) 25' Green PVC Pole Trim and install two (2) 24" Red Glitter Bows.
45 Pole Trim Green 25', 9" PVC/MET Regular Cut
LSE-VM-25-PT-9RGR
90 24" Red Glitter Bow, 4 Loop with Bracket
LSE-B-G24-RD-B

END AREA 2

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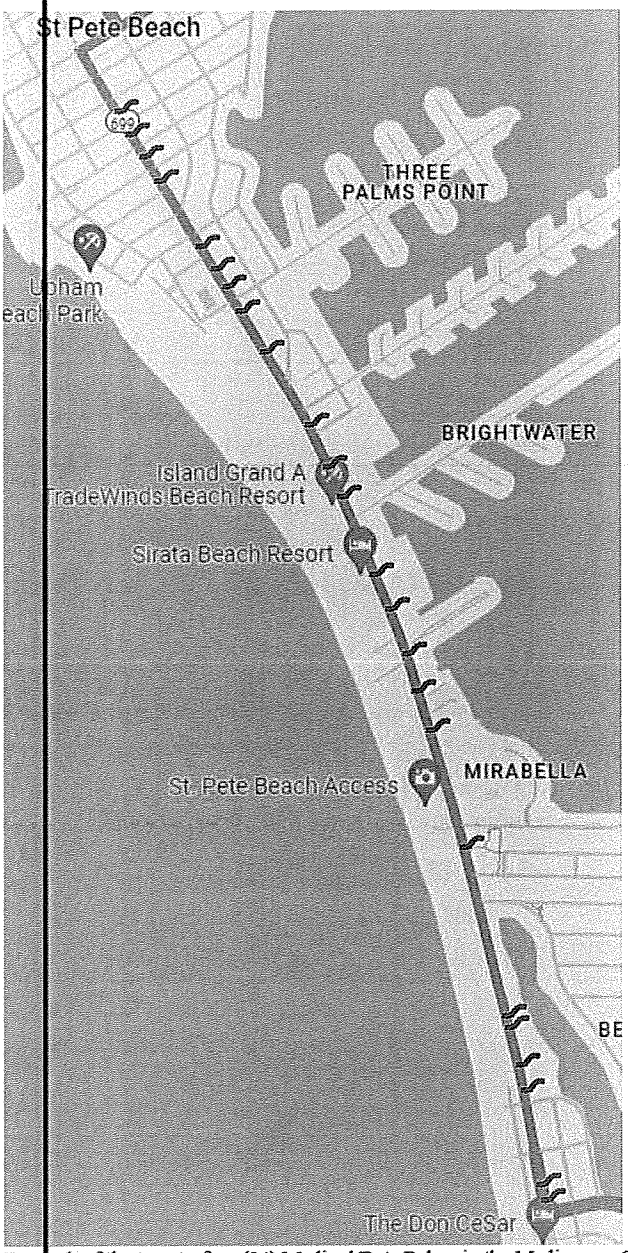
AREA 3 – GULF BLVD MEDIANS



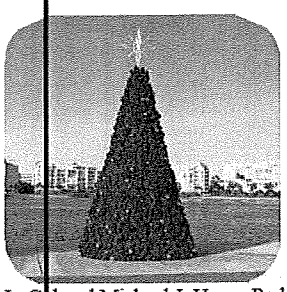
For each of the twenty-four (24) Medjool Date Palms in the Medians on Gulf Blvd from Corey Ave to Pinellas Bay Way, we will wrap one (1) 75' Red PVC Pole Trim and install two (2) 24" Red Glitter Bows at the top facing the traffic in both direction.

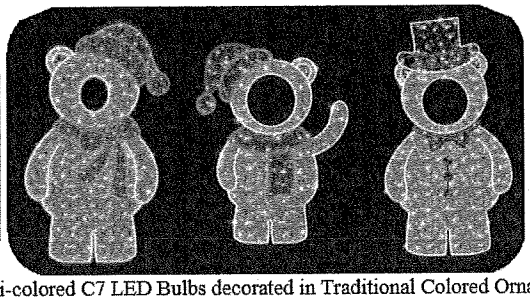
72 Pole Trim Red 25', 9" Garland, Regular Cut
LSE VM-25-PT-9RRD
48 24" Red Glitter Bow, 4 Loop with Bracket
LSE B-G24-RD-B

END AREA 3

The material contained herein is the property of Holiday Outdoor Decor. Reproduction, copying, or use without prior consent is strictly prohibited.

AREA 4 – COLONEL MICHEAL J. HORAN PARK



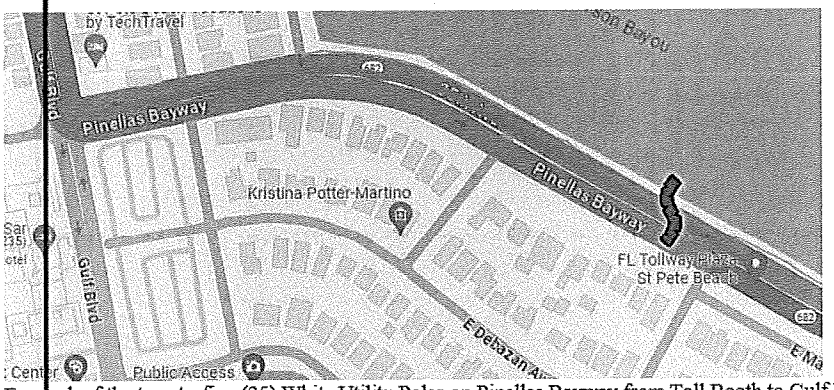


In Colonel Micheal J. Horan Park, we will install (1) 18ft Panel Tree lit with Multi-colored C7 LED Bulbs decorated in Traditional Colored Ornaments with a 4ft Star Topper, for an overall height of 22ft. Next to the Tree we will install one (1) Bear Family Photo Op's.

1 Panel Tree 18' C7 LED Multi – Multi Ornamentation
LSE-T-18P-MC
1 4' 3D Nativity Star Tree Topper C7 LED Cool White
LSE-TT-4-3DNS-CW
1 Bear Family Bundle Photo Op – 3 Pieces
LSE-DS-3-POBB

END AREA 4

AREA 5 – PINELLAS BAYWAY



For each of the twenty-five (25) White Utility Poles on Pinellas Bayway from Toll Booth to Gulf Blvd, we will wrap one (1) 75' Red PVC Pole Trim starting under the lamp mount at the top and wrap all the way down.

75 Pole Trim Red 25', 9" Garland, Regular Cut
LSE-VM-25-PT-9RRD

END AREA 5

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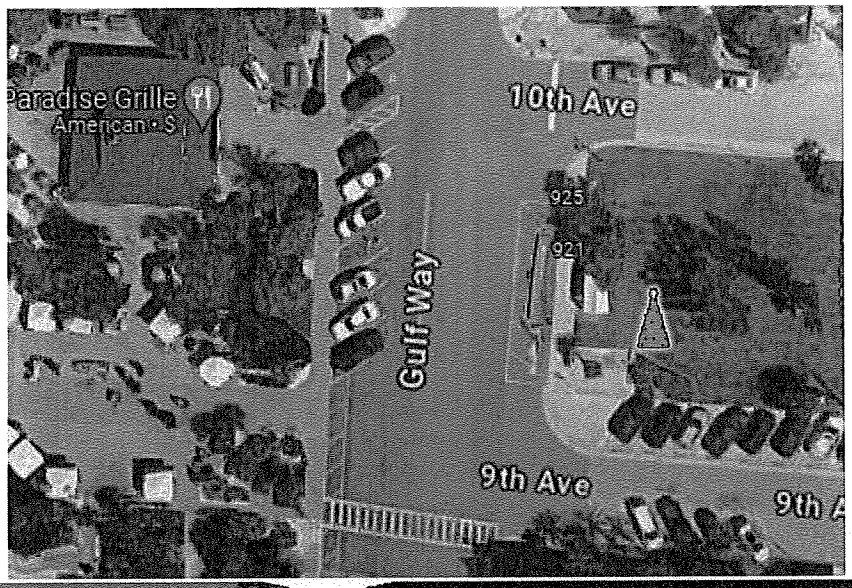
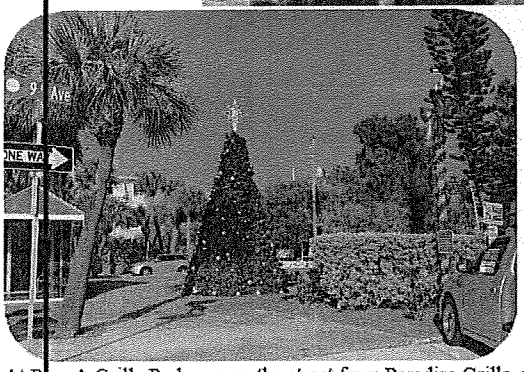
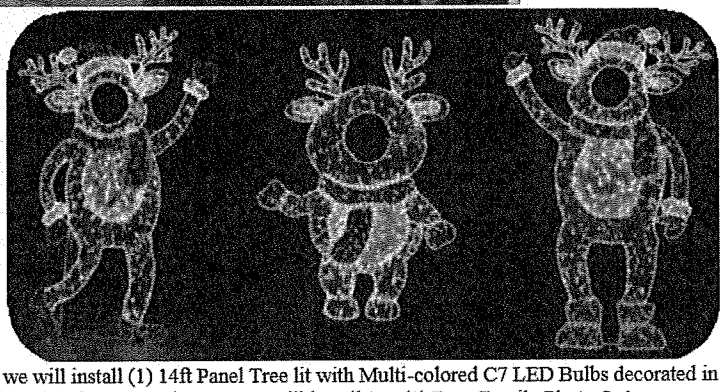
AREA 6 – PASS A GRILLE PARK







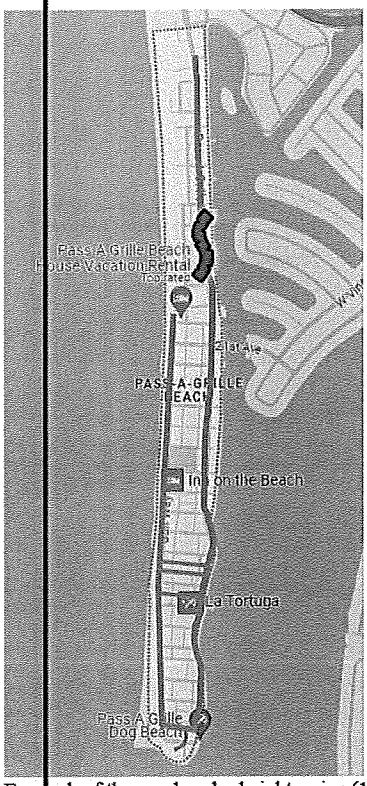
At Pass A Grille Park, across the street from Paradise Grille, we will install (1) 14ft Panel Tree lit with Multi-colored C7 LED Bulbs decorated in Traditional Colored Ornaments and ten (10) 18" Red Bows with a 3ft Star Topper, an overall height of 17ft. Next to the Tree we will install one (1) Deer Family Photo Op's.

1 Panel Tree 14' C7 LED Multi – Multi Ornamentation
LSE-T-14P-MC
1 3' 3D Nativity Star Tree Topper C7 LED Cool White
LSE-TT-3-3DNS-CW
10 18" Red Outdura 4 Loop Bow with Gold Trim
LSE-B-O18-RGT
1 Deer Family Bundle Photo Op – 3 Pieces
LSE-DS-3-PODB

END AREA 6

The material contained herein is the property of Holiday Outdoor Decor. Reproduction, copying, or use without prior consent is strictly prohibited.

AREA 7 – GULF WAY AND PASS A GRILLE WAY AREA



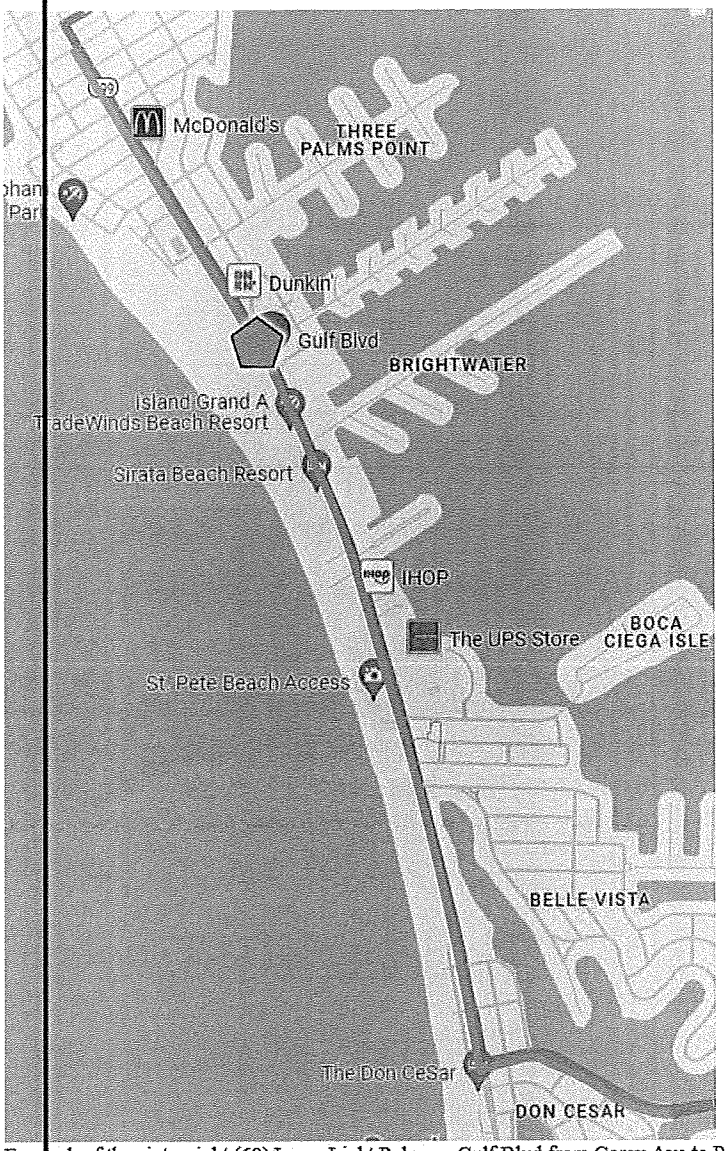
For each of the one-hundred eighty-nine (189) Poles in install areas noted below, we will wrap one (1) 25' Green PVC Pole Trim and install two (2) 24" Red Glitter Bows at the top.
Install Areas:
Gulf way starting at 22nd Ave heading South to 1st Ave to Pass A Grille Way, starting at 1st Ave heading north on Passa Grille way (only light poles on East side of the road from 1st Ave to 12th, on the water side) to approximately 32nd Ave.
8th, 9th and 10th Streets between Gulf Way and Pass A Grille Way.
(167) Gulf Way and Pass A Grille Way
(11) on 8th
(5) on 9th
(6) on 10th

189	Pole Trim Green 25', 9" PVC/MET Regular Cut
	LSE-VM-25-PT-9RGR
378	24" Red Glitter Bow, 4 Loop with Bracket
	LSE-B-G24-RD-B

END AREA 7

The material contained herein is the property of Holiday Outdoor Decor. Reproduction, copying, or use without prior consent is strictly prohibited.

AREA 8 – GULF BLVD LARGE LIGHT POLES



For each of the sixty-eight (68) Large Light Poles on Gulf Blvd from Corey Ave to Pinellas Bay Way to the bridge, we will install one (1) Various Pole Decoration.
18 54" Wreath w/Colored Bell, Branch Garland 14-4-2 LED
LSE PM-SLB-WCB54
16 4.5' Candle Wreath (14-4-2) C9 LED
LSE PM-SLB-CW54
17 Poinsettia with Stem Pole Mount. 5.5'x7.5'. C9 LED and Garland Accents
LSE PM-SLB-PAWS90
17 Single Poinsettia Pole Mount. Measures 5'x5.5'. C9 LED and Garland Accents
LSE PM-SLB-SPA66

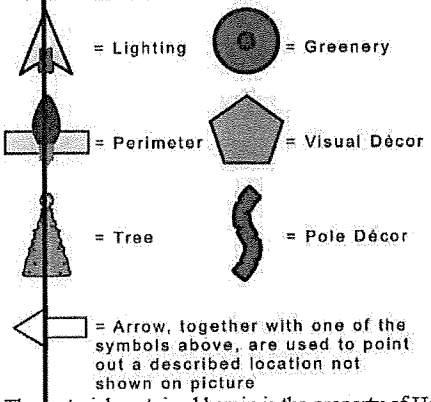
END AREA 8

The material contained herein is the property of Holiday Outdoor Decor. Reproduction, copying, or use without prior consent is strictly prohibited.

- No power cords will be run on the ground where there is pedestrian access, if the need arises, the customer is responsible for covering the cords. Customer is responsible for providing functioning outlets within twenty-five (25') of areas to be lit, ***Please note;*** *Customer is responsible for turning power on during installation and service.*
- Holiday Outdoor Décor is not responsible for outages due to ground fault interrupters (GFCI) or insufficient electrical requirements.
- All tree and hedge trimming to be completed before the installation window. *If not completed at time of installation, additional charge may incur.*
- If your proposal includes an exterior artificial Tree, Holiday Outdoor Decor always recommends the usage of a fence around the tree to avoid unauthorized access. If your proposal does not include a fence, please talk to our sales team.

- Lighting installation may begin the 1st week of September with other jobs in the area.
- All décor will be serviced throughout the season from "turn on" through December 31s upon notification from Customer of non-functioning décor. Install Service Request
- Lighting will be disconnected in the beginning of January of each season under contract (not actual removal of the lights). To keep the lights lit for an extended period, please talk to our sales team as it may incur additional charges.
- Removal of holiday lighting will begin the 1st week of January and be completed by the last date of the Takedown window.
- All visual decorations will be removed no later than last date of the Takedown window.

LEGEND
Explanation of symbols



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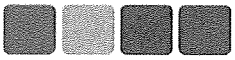
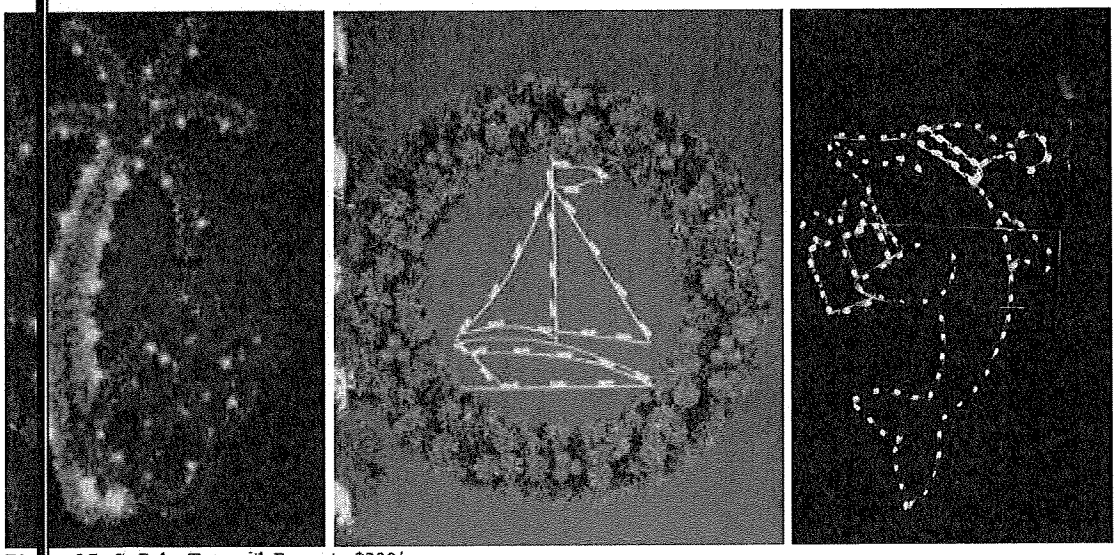


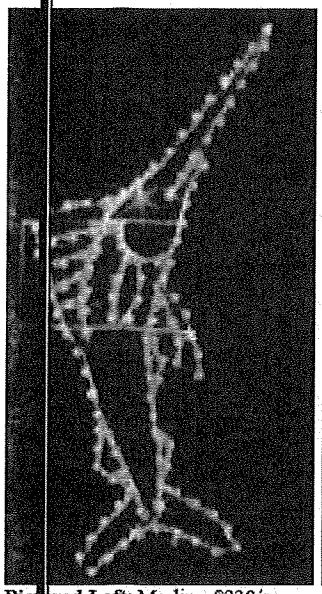
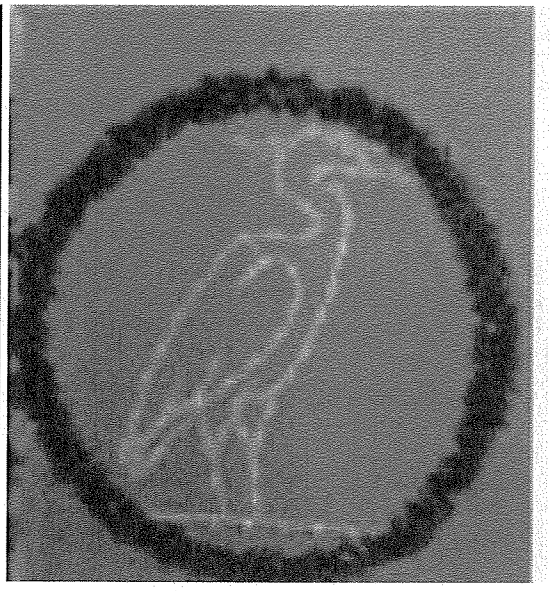
City of St. Pete Beach
December Holiday Decorations

POLE DÉCOR OPTIONS FOR LEASE

LEASE POLE DÉCOR OPTIONS

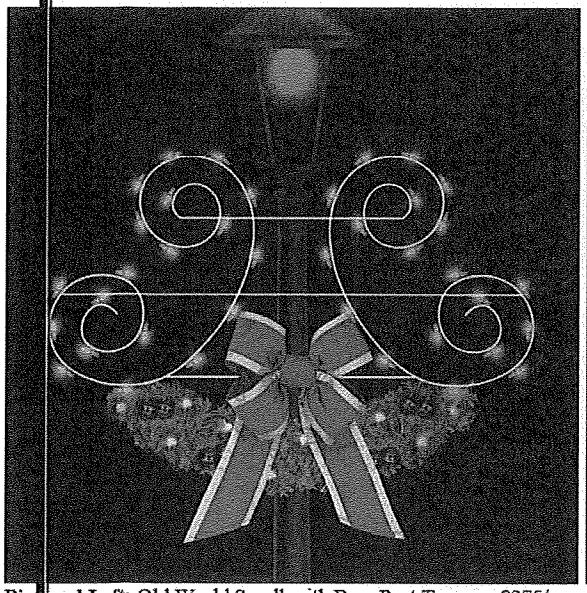
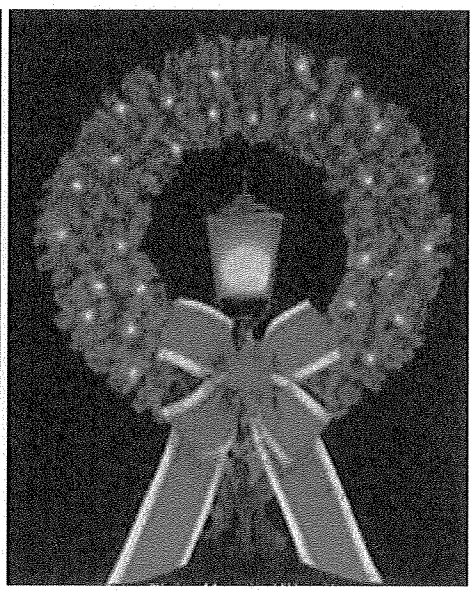


Pictured Left: Palm Tree with Present - $230/ea.
Pictured Center: Sailboat Wreath - $230/ea.
Pictured Right: Holiday Dolphin - $230/ea.

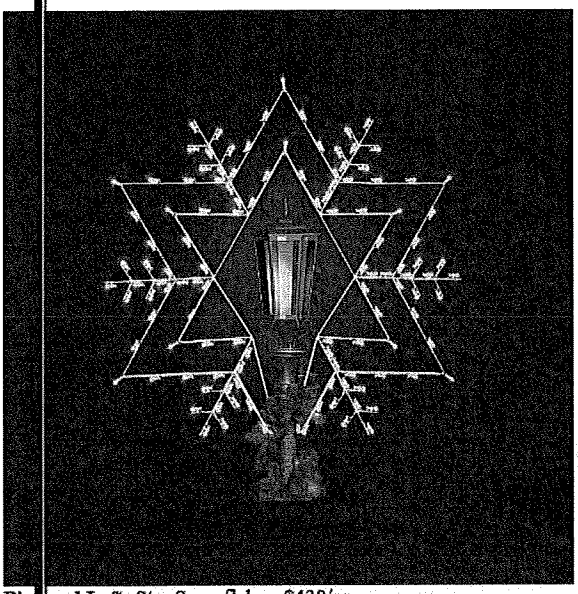



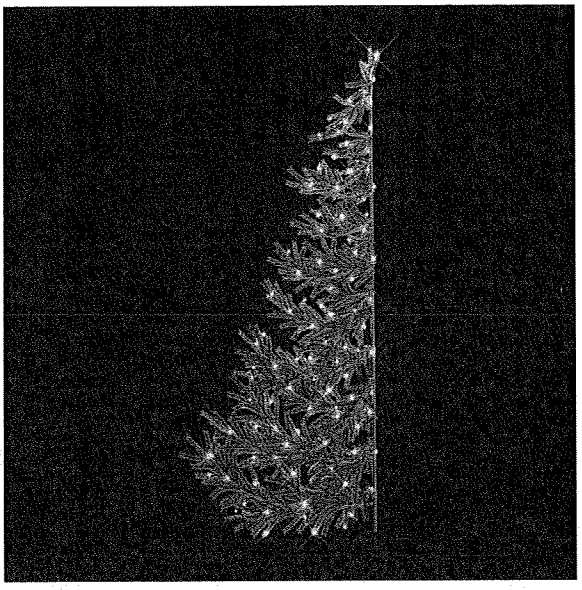
Pictured Left: Marlin - $230/ea.
Pictured Right: Egret Wreath - $230/ea.

LEASE POLE DÉCOR OPTIONS

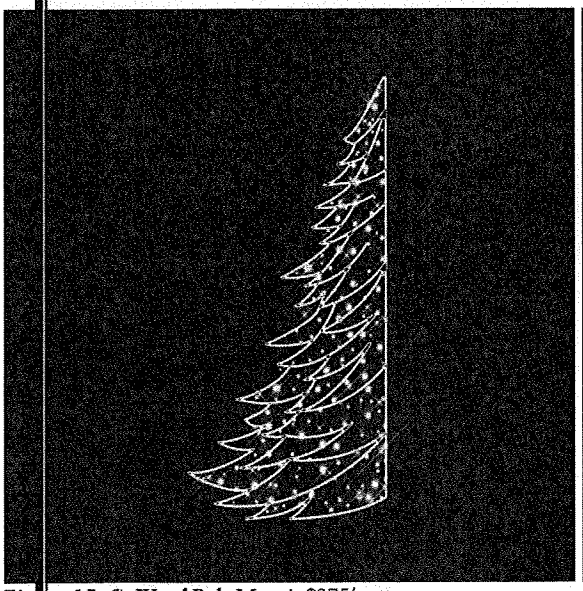
Pictured Left: Old World Scroll with Bow Post Topper - $275/ea.
Pictured Right: Globe Mounted Wreath w/Bow - $325/ea.

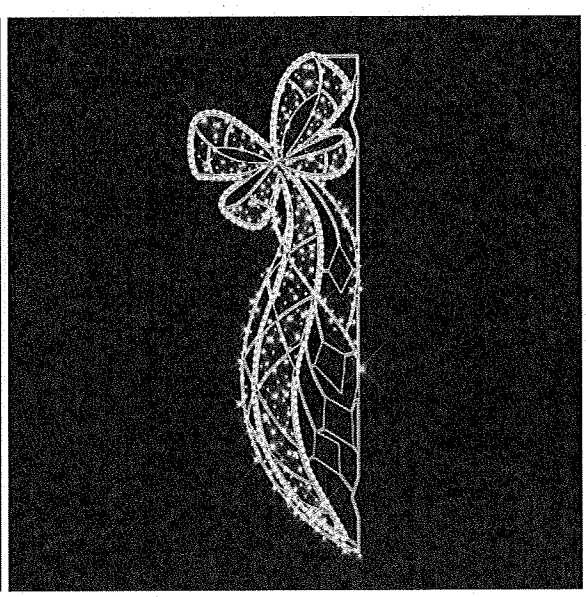




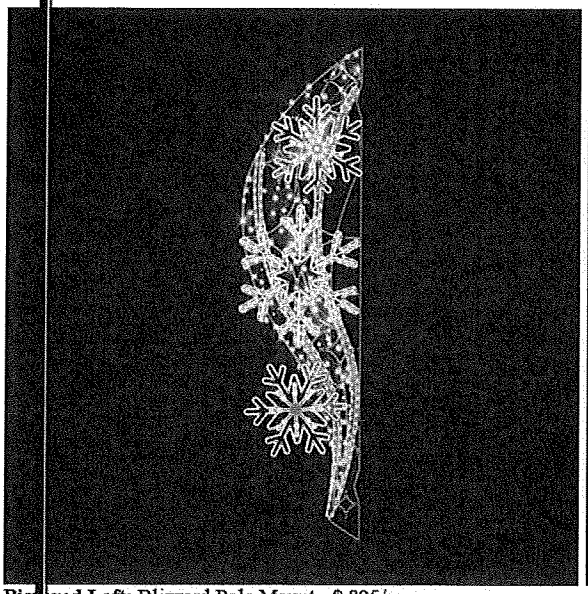
Pict ured Left: Star Snowflake - $438/ea.
Pict ured Right: Nordika Tree Pole Mount - $ 778/ea.

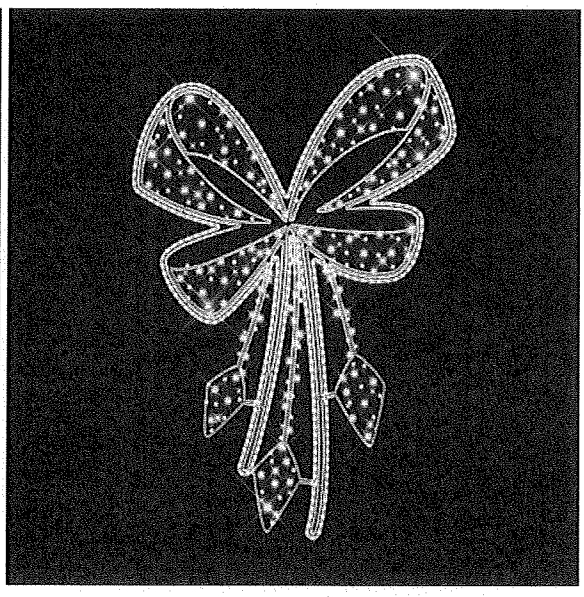
LE SE POLE DÉCOR OPTIONS





Pict ured Left: Wood Pole Mount- $375/ea.
Pict ured Right: Penelope Long Bow Pole Mount - $ 468/ea.



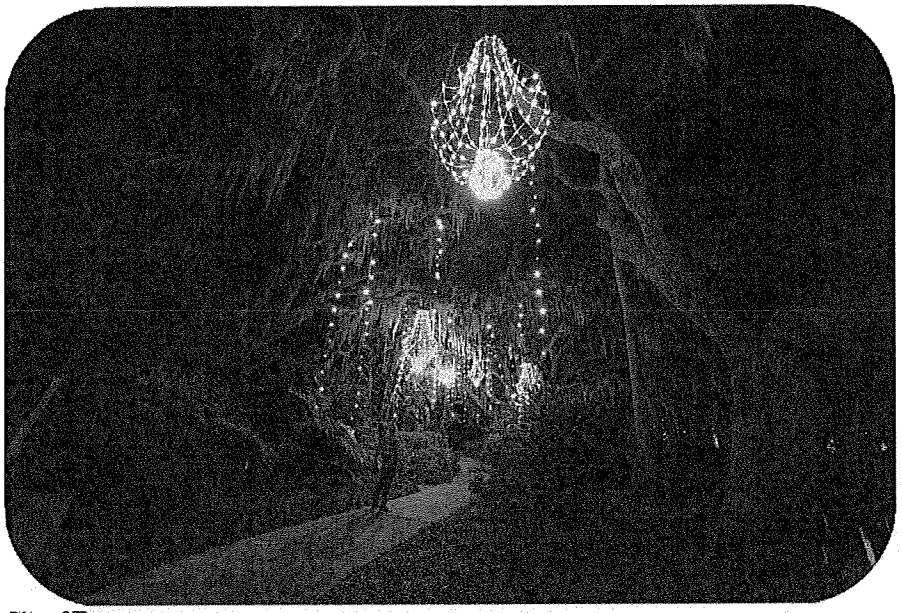


Pictured Left: Blizzard Pole Mount - $ 895/ea.
Pictured Right: Iliade Bow Pole Topper – $328.00/ea.

More pole décor designs available upon request.

Christmas Designers FLORIDA
A HOLIDAY OUTDOOR DECOR COMPANY

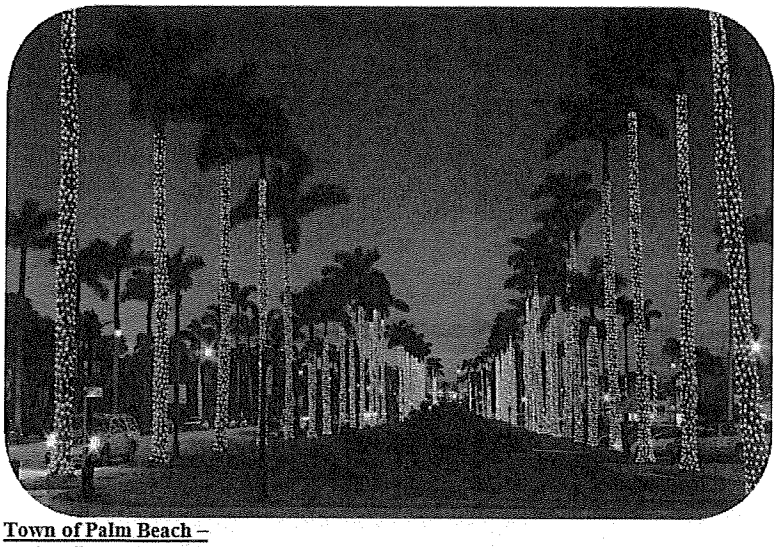
City of St. Pete Beach
References
+40 years of experience of the holiday lighting and decorating business in Florida. We have provided many customers with our services. At the moment, we have 195 customers with multi-year contracts. For season we hire approximately 130 seasonal employees, many of them with several years' experience from earlier seasons with us, to successfully and within timeframes accomplish all scopes of work.



City of Tavares –
Scott Aldrich, Community Services Manager – (352) 742-6477 Address: 201 E Main Street, Tavares, FL 32778
Email: saldrich@tavares.org
We have worked with City of Tavares for 6 years.
Installation of custom light ring displays, streetlight decorations, heavily wrapped branch trees, RGB Christmas Tree and palm trees along Main Street. Creating a magical experience for both locals as visitors boarding THE POLAR EXPRESS™ Train Ride. Installation to be complete prior to November 15th, work performed within time frames.



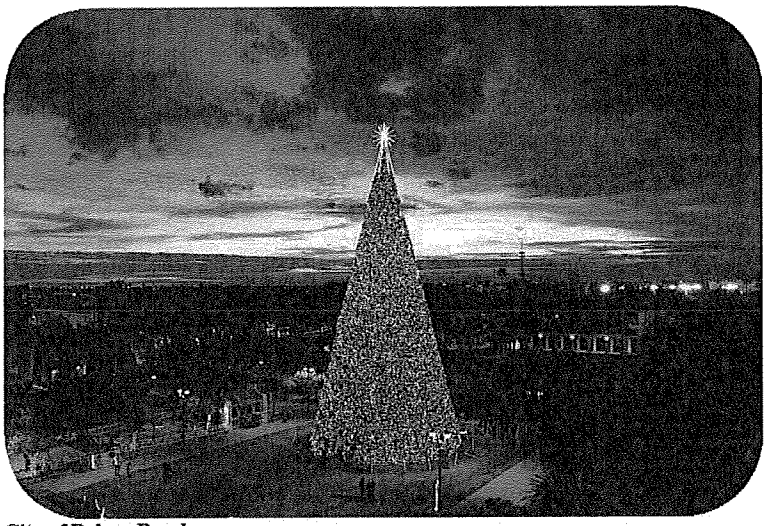
West Palm Beach - DDA –
Catherine Ast, District Services Manager-WPB-DDA – (561) 833-8873 Address: 301 Clematis Street, Suite 200, West Palm Beach, FL 33401 Email: cast@downtownwpb.com
We have worked with the West Palm Beach – DDA for 22 years.
Lighting & decorating of Christmas tree, extensive landscape lighting, suspended canopy of lights over 4 city blocks – consisting of 15,000 lights. Installation to be completed prior to the first Saturday in December, work always performed within time frames.



Town of Palm Beach –
Paul Colby, Facility Division Manager – (561) 227-7019
Address: 951 Old Okeechobee, Suite D, P O BOX 2029, Palm Beach, FL 33401 Email: bmadison@townofpalmbeach.com
We have worked with the Town of Palm Beach for 39 years.
Installation of Christmas Trees, streetlight decorations and tree lighting. 1 – 16' Christmas Tree Saturday prior to Thanksgiving, 1 – 16' & 1 – 40' Saturday prior to, or on the Monday prior to Thanksgiving. Lighting may begin October 31, but no later than 12 days before Thanksgiving Day. Work always performed within time frames.



Celebration Pointe -
Sean Mcintosh, Senior Vice President – Asset Management – (352) 333-9333 Address: 2579 SW 87th Drive, Gainesville, FL 32608
Email: Sean@celebrationpointe.com
We have worked with Celebration Pointe for 5 years.
Installation of a 40' RGB Christmas Tree with a 4' RGB Tree Topper, custom Sign Enhancers, Tree lighting, perimeter and 3D displays. To be completed in October, work always performed within time frames.



City of Delray Beach -
Isaac Kovner, Principal Engineer & Project Manager – (561) 2438-7341 Address: 434 S Swinton Ave, Delray Beach, FL 33444
Email: kovner@mydelraybeach.com
We have worked with City of Delray Beach for 3 years. Installation of a 100' Christmas Tree, work completed in October.

Additional references available upon request.

RILEOUT-01 JCOOK
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER **Element Risk Management 1150 Berkshire Blvd.** **Wyomissing, PA 19610**	**CONTACT NAME:** Karla Mengel	
	PHONE (A/C, No, Ext): (610) 376-3959	**FAX (A/C, No):**
	E-MAIL ADDRESS: kmengel@elementrisk.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Atlantic States Insurance Company	**22586**
INSURED	**INSURER B : Donegal Mutual Insurance Company**	**13692**

Rileighs Outdoor LLC PO Box 4365 Bethlehem, PA 18018	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE	ADD	SUB	POLICY NUMBER	POLICY	POLICY	LIMITS	
A	X COMMERCIAL GENERAL CLAIMS-MADE X OCCU GEN'L AGGREGATE LIMIT APPLIES POLICY X PRO- LOC OTHER:	X	X	CPA9302945	1/30/2024	1/30/2025	EACH OCCURRENCE DAMAGE TO RENTED MED EXP (Any one PERSONAL & ADV GENERAL AGGREGATE PRODUCTS - COMP/OP 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			1000121808	1/30/2024	1/30/2025	COMBINED SINGLE BODILY INJURY (Per BODILY INJURY (Per PROPERTY DAMAGE 	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $	X		CXL9302945	1/30/2024	1/30/2025	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
	WORKERS COMPENSATION AND Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE N / A If yes, describe under						PER / OTH- E.L. EACH ACCIDENT E.L. DISEASE - EA E.L. DISEASE - POLICY	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

ACORD

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Karla Mengel

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.
If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA LLC 1717 Arch Street Philadelphia, PA 19103-2797 CN142816341--WC-23-24	**CONTACT NAME:**	
	PHONE (A/C, No, Ext):	**FAX (A/C, No):**
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : PinnaclePoint Insurance Company	15137
INSURED Rileighs Outdoor LLC PO Box 4365 Bethlehem, PA 18018	**INSURER B :** Argonaut Insurance Company	19801
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

CLE-007181512-01

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$

	☐ POLICY ☐ PRO- ☐ LOC JECT ☐ OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	**N / A**		WCP7001927 WC929068808434	01/30/2024 01/30/2024	05/01/2024 05/01/2024	X ☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

March USA LLC

ACORD 25 (2016/03)

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VI. PUBLIC ENTI1Y CRIMINAL AFFIDAVIT
SWORN STATEMENT - PUBLIC ENTITY CRIMES
PURSUANT TO § 282.1.13 C3)Ca), FLORIDA STATUTES. ON PUBLIC ENTITY CRIMES
THE FORM MUST BE SIGNED AND SWORN TO INTHE PRESENCE OFA NOTARYPUBLIC OR OTHER OFFICIAL AIITHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach

by:

Joe Campbell - Director of Sales

(Print individual's name and title)

for: Rileighs Outdoor, LLC dba Holiday Outdoor Decor dba Christmas Designers Florida
_ (Print name of entitysubmitting sworn statement)
at: Local: 3124 NW 16th Terrace, Pompano Beach, FL 33064 Corporate: PO Box 4365 Bethlehem, PA 18018
(Business address)
and (if applicable), its Federal Employer Identification Number (FEIN):
83-3166513

(FEIN)

or, if the entity has no FEIN, include the Social Security Number:

(SSN)
by the individual signing th·

2. I understand that a "public entity crime" as defined in § 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in § 287.133 (1)(b), Fla. Stat., means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July11 19891 as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in§ 287.133 (t)(a), Fla. Stat., means:

a. A predecessor or successor of a person convicted of a public entity crime or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person 1t•.ho

Type text here

is sworn statement:

(Signature)

24
V020922

knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shaD be considered an affiliate.

5. I understand that a "person" as defined in Section 28..,.133 (1)(e), Fla. StaL, means any natural person or any entity organized under the laws of any state or of the United States with the legaj power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. Toe term "person" includes those officers, directors, executives, partners, shareholders. employees members, and agents who are active in management of an entity.

6. Basedoninformation and belief, the statement which I havemarked below is tnJe inrelation to the entity submitting this sworn statement (indicate which statement applies).

f/ Neither the entity submitting this sworn statement, nor any of its officers. directors. executives, partners, shareholders, employees, members, or agents who are actiYe in the management of the entity nor any affiliate of the entity has been charged with and comicted of a public entity crime subsequent to July 1, 1989.

D rrhe entity submitting this sworn statement or one (1) or more of its officeni, directors. executives, partners, shareholders, employees, members, or agents who nre acti\·e in the management of the entity or an affiliate of the entity has been charged ,,ith and comi.cted of a public entity crime subsequent to July 1, 1989.

□ ifhe entity submitting this sworn statement or one (1) or more of its officers. directors, executives, partners, shareholders, employees. members, or agents who are actiYe in the management of the entity or an affiliate of the entity has been charged with and comicted of a public entity crime subsequent to July 1, 1989. However, there bns been a subsequent pnx'ttding before a Hearing Office of the State of Florida, Division of Admioistratiu Hearing· and the Finnl Order entered by the Hearing Officer determined that it \\o'BS not in the public intere.st to plaet.> the- entity submitting this sworn statement on the convicted vendor list (attach a ropy of tht> finnl order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PI BLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I 1 REQ IRED TO INFORM THE PUBLIC ENTITY **PRIOR** TO ENTERING INTO A CONTR CT INE ·cF ' **OF TUE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, 'FLORIDA** Tl **••• FOR CATEGORY 'IWO OJI ANY CHANGE IN THE INFORMATION CONTAINU,D 1 TIU**

J70RML

STATE OF J1WJUDA

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STATE OF FLORIDA

VII. ON-COLLUSION AFFADAVIT

OOlTh""IY OP BROWARD

Rdeighs Ou door, LLC dba Holiday Outdoor Decor

I state that I Joe Campbell - Director of Sales of dba Christmas Designers Florida
(Name and Title) (Name of Ymn)
am authorized to make this affid,a,.it on behalf of my firm and its owner, directors and officers. I am the person respoI1S1nle in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that

I. The price(s) and amount(s) of this Response have been anived at independently and without consultation, communication or agreement v.ith anyother Provider, potential prm,ider, Proposal, or potential Proposal.

2. Neither the price(s) nor the ammmt(s) ofthis Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or **potential Proposal,** and they Y.ill not be disclosed before Proposal opening.

3. To attempt has been made or will be made to induee any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher that the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.

4. The Response of my firm *is* made in good faith and not pursuant to any agreement or discussion with, or inducement from, anyfirm or person to submit a complemental}'or other noncompetitive Response.

5. Christmas Designers Florida, its affiliates, subsidiaries, officers, director, and employees (Name of Yum) are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida forwhich this Response is submitted. I understand and my firm undastand.s that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

'Name of Organization: .Llll 7 // 5 = .MWl !.!llol:Jil!Silil...!= l:L!...!3,Wlilll..
Signed By:
Print Name: Joe Cam[p.De.IL
The foregoing instrument wassworn to (or affirmed), subscnl>ed, and acknowledged before me by means of *:1!!* physical presence or D online notaru.ation. this _;*i*_ day of £t£ g.\ L , 20 by -:106 CfJV\"POO:IL. , who is personally known
to me or has produced----------+- aisdentification.
(SEAL)

(Print Type, S p, or Commissioned Name of Notary Public)

Notary Public - State of Florida

G&NAMARIE GE11£R
MYCOMMISSION / HH27&561
Octobe(5,2026

26
V020922

backup For this Is generally your number (SSN). However, for a
w1thhold1ng. 1nd1v1duals, social security
resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.
Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

DJJ -ITJ -IIIII
or
Employer identification number

83-3665 13

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

1 Name [as shown on your income tax return). Name is required on this line; do not leave this line blank.
Rileighs Outdoor, LLC

2 Business name/disregarded entity name, it different from above
dba Holiday Outdoor Decor, dba Christmas Designers Florida

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC D C Corporation D S Corporation D Partnership D Trust/estate

0 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ p

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) –

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 4365

Requester's name and address (optional)

6 City, state, and ZIP code
Bethlehem, PA 18018

7 List account number(s) here (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid

Social security number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to ign the certification, but you must provide your correct TIN. See the instructions for Part 11, later.

Sign Here Signature of U.S. person▶ Thomas A Vogel 2/28/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN}, individual taxpayer identifjcation number (ITIN), adoption taxpayer identification number (ATIN), or employer ldentTfication number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

Date▶

• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup wlhholdlng, *later.*

2023 FOREIGN LIMITED LIABILITY COMPANY AMENDED ANNUAL REPORT
DOCUMENT# M21000008232
Entity Name: RILEIGHS OUTDOOR, LLC
Current Principal Place of Business:
1053 N PLYMOUTH ST. ALLENTOWN, PA 18109

FILED Oct 09, 2023
Secretary of State 4141941826CC

Current Mailing Address:
1053 N PLYMOUTH ST. ALLENTOWN, PA 18109 US

FEI Number: 83-3166513 **Certificate of Status Desired:** Yes
Name and Address of Current Registered Agent:
REGISTERED AGENT SOLUTIONS, INC. 2894 REMINGTON GREEN LANE
SUITE A
TALLAHASSEE, FL 32308 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.
SIGNATURE:

Electronic Signature of Registered Agent Date
Authorized Person(s) Detail :

Title MGR
Name CHESKEY, CARTER
Address 1053 N PLYMOUTH ST. City-State-Zip: ALLENTOWN PA 18109
Title AUTHORIZED REPRESENTATIVE
Name BAJLOVIC, BORIS
Address 1053 N PLYMOUTH ST. City-State-Zip: ALLENTOWN PA 18109

Title MGR
Name CASCIANO, DAN
Address 1053 N PLYMOUTH ST. City-State-Zip: ALLENTOWN PA 18109
Title AUTHORIZED REPRESENTATIVE
Name POGASH, THOMAS A
Address 1053 N PLYMOUTH ST. City-State-Zip: ALLENTOWN PA 18109

I *hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*
SIGNATURE: THOMAS A POGASH CFO 10/09/2023

Electronic Signature of Signing Authorized Person(s) Detail Date

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

DBA: CHRISTMAS DESIGNERS FLORIDA
Business Name: CHRISTMAS DESIGNERS FLORIDA

Owner Name: RILEIGHS OUTDOOR LLC
Business Location: 3124 NW 16TH TER
POMPANO BEACH
Business Phone: 954-973-4225

Receipt #:379-14680
Business Type:ALL OTHERS (SALES OF CHIRSTMAS

Business Opened:08/30/1985 **State/County/Cert/Reg:**
Exemption Code:

DESIGNS, DEC)

Rooms **Seats** **Employees** **Machines** **Professionals**

For Vending Business Only
Number of Machines: **Vending Type:**

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	0.00	0.00	0.00	45.00

Receipt Fee Packing/Processing/Canning Employees

45.00
0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

Mailing Address:
CHRISTMAS DESIGNERS FLORIDA

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Receipt #WWW-22-00268770

3124 NW 16TH TER POMPANO BEACH, FL 33064-1409

Paid 08/29/2023 45.00

2023 - 2024

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

DBA: CHRISTMAS DESIGNERS FLORIDA
Business Name: CHRISTMAS DESIGNERS FLORIDA

Owner Name: RILEIGHS OUTDOOR LLC
Business Location: 3124 NW 16TH TER
POMPANO BEACH
Business Phone: 954-973-4225

Receipt #: 379-14680
Business Type: ALL OTHERS (SALES OF CHIRSTMAS DESIGNS,DEC)
Business Opened: 08/30/1985 **State/County/Cert/Reg:**
Exemption Code:

Rooms **Seats** **Employees** **Machines** **Professionals**

Signature	**For Vending Business Only** **Number of Machines:** **Vending Type:**					
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	0.00	0.00	0.00	45.00

Receipt #WWW-22-00268770

Paid 08/29/2023 45.00

Exhibit "C"

(Place Vendor's Bid Behind this Page)

2024 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Mar 06, 2024
Secretary of State
3410073044CC

DOCUMENT# M21000008232

Entity Name: RILEIGHS OUTDOOR, LLC

Current Principal Place of Business:

1053 N PLYMOUTH ST.
ALLENTOWN, PA 18109

Current Mailing Address:

1053 N PLYMOUTH ST.
ALLENTOWN, PA 18109 US

FEI Number: 83-3166513

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

REGISTERED AGENT SOLUTIONS, INC.
2894 REMINGTON GREEN LANE
SUITE A
TALLAHASSEE, FL 32308 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR
Name	CHESKEY, CARTER
Address	1053 N PLYMOUTH ST.
City-State-Zip:	ALLENTOWN PA 18109

Title	CEO
Name	BAJLOVIC, BORIS
Address	1053 N PLYMOUTH ST.
City-State-Zip:	ALLENTOWN PA 18109

Title	MGR
Name	CASCIANO, DAN
Address	1053 N PLYMOUTH ST.
City-State-Zip:	ALLENTOWN PA 18109

Title	AUTHORIZED REPRESENTATIVE
Name	POGASH, THOMAS A
Address	1053 N PLYMOUTH ST.
City-State-Zip:	ALLENTOWN PA 18109

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: THOMAS A. POGASH — AUTHORIZED REPRESENTATIVE — 03/06/2024

Electronic Signature of Signing Authorized Person(s) Detail — Date

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Rileighs Outdoor, LLC

2 Business name/disregarded entity name, if different from above.

dba Holiday Outdoor Decor

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1053 N Plymouth Street PO Box 4365

6 City, state, and ZIP code

Allentown, PA 18109 Bethlehem, PA 18018

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	3	–	3	1	6	6	5	1	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Thomas A Pogash **Date** 1/14/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Re: Christmas Designers – Florida joins Holiday Outdoor Décor

Dear Valued Customer,

My name is Julien Godbarge, I'm the CEO of Holiday Outdoor Decor, and it's my pleasure to reach out today with some exciting news that effective Friday July 1st, Christmas Designers - Florida has joined the Holiday Outdoor Decor family!

For over 40 years, Christmas Designers - Florida has made it a priority to deliver impactful designs & excellent services to their customers. You can trust that we will continue taking excellent care of all our customers so you may celebrate happy holidays in your communities!

The Christmas Designers – Florida team is remaining unchanged, and you can continue working with your usual contacts within the Christmas Designers - Florida organization. Kevin Long and Leonard Schulz will work with us through the end of the season to ensure a smooth transition.

The name "Christmas Designers" is well known across Southern Florida and is synonymous with great designs and excellent service. That's why we have decided to keep operating under that name (see our new logo below)

Holiday Outdoor Décor has been in the Holiday decoration business for 100 years, to read more about our business, please visit www.holidayoutdoordecor.com.

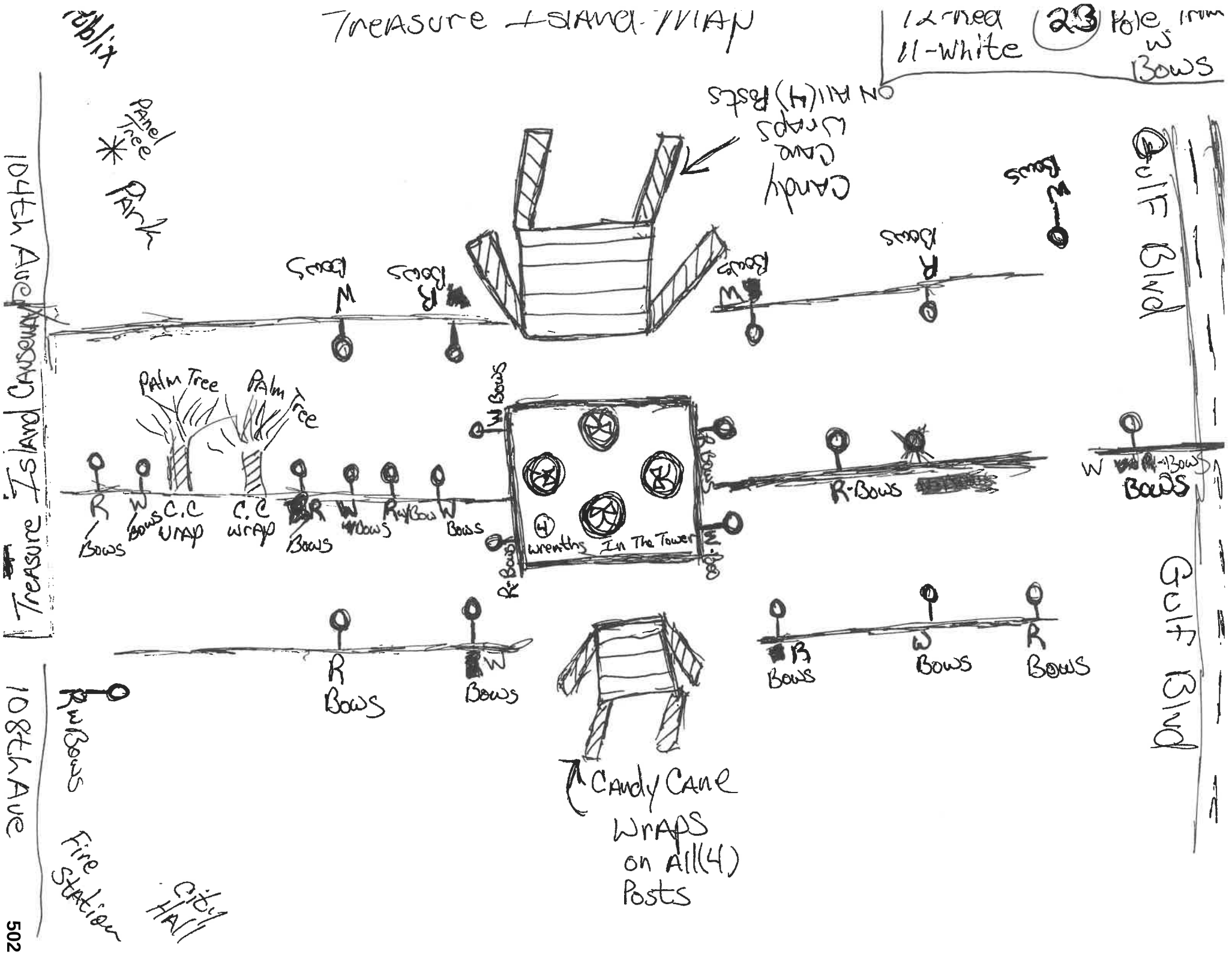
I look forward to working with you,

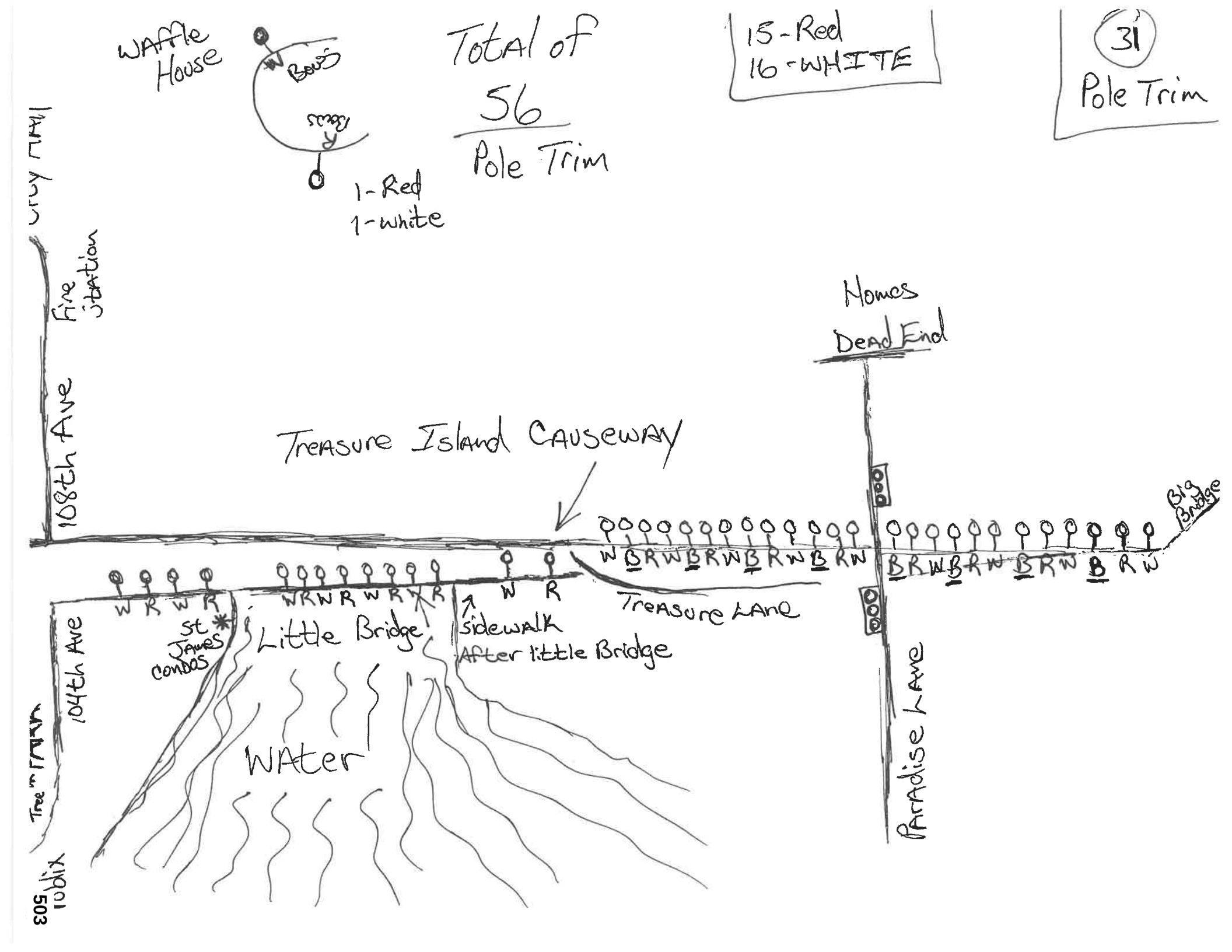
Best Regards,

Julien Godbarge

Julien Godbarge

CEO


Publix
Treasure Island Causeway
104th Ave
108th Ave
Gulf Blvd
Gulf Blvd
Panel Tree
Park
Fire Station
City Hall
Candy Cane Wraps on All(4) Posts
Palm Tree
Palm Tree
C.C Wrap
C.C wrap
4 wreaths In The Tower
R-Bows
W Bows
R Bows
B Bows
Candy Cane Wraps on All(4) Posts
12-red
11-White
23 Pole from W Bows


WAFFLE HOUSE
Boats
1-Red
1-white
Total of
56
Pole Trim
15-Red
16-WHITE
31
Pole Trim
Fire station
108th Ave
Homes
Dead End
Treasure Island CAUSEWAY
Big Bridge
Treasure Lane
St James Condos
Little Bridge
sidewalk
After little Bridge
104th Ave
WATER
Paradise Lane
Tree
Dublin
503

Location	Pole Number	Bracket	Power Box	Notes
SUNSET BEACH				
Caddy's, north lot	A67132	x	x	Check power
Caddy's building	A91657 or 4934671	x	x	Check power
8570 W. Gulf Blvd	4934790			New location, need power and bracket CAUTION TAPED
Sunset Chateau, south		x	x	Check power
80th Avenue by Beach Pavilion				No longer feasible location
79th Ave & W. Gulf Blvd by Beach Pavilion/Tern Lot	B109197	x	x	Check power
77th Ave & W. Gulf Blvd	4394949	x	x	Duke to hook up power
79th Terrace & W. Gulf Blvd, opposite Beach Pavilion	4934923	x	x	Check power
80th Ave & W. Gulf Blvd, Black Skimmer Lot	4934902	x	x	Check power
84th Ave & W. Gulf Blvd	8934833	x	x	Check power
Bayshore & W. Gulf Blvd	4934820	x	x	Wires look burnt, Duke to repair and hook up power
85th Ave & W. Gulf Blvd by Sunset Cove	4934793	x	x	Check power
Bay Plaza & W. Gulf Blvd by crosswalk sign	4934756	x	x	Check power
KaTiki, across from Brown Pelican Lot	4934681	x	x	Check power
Across from Caddy's	A91634	x	x	Wire damaged, Duke to repair and hook up
SOUTH GULF BLVD				
West Gulf & Gulf Blvd by 7'11	8824796	x		Box is missing, install box, Duke to hook up
7'11 Store, entrance to parking lot	8300255	x	x	Check power
Between Taco Bus and 7'11	8300255		x	No bracket, check power CAUTION TAPED
Marquis Café & Taco Bus	8317200	x		No weather head, box – Duke to hook up
Across from Seadogs 9615 Gulf Blvd	8864402	x	x	2poles, bracket on old pole, box on new box. Need to move bracket to new pole CAUTION TAPED

Seadogs	Missing	x	x	Missing wires, Duke to hook up
Sunrise Motel, 9630 Gulf Blvd	4934578	x	x	Check power
Harrell Ave & Gulf Blvd	B105685	x	x	Box not connected, Duke to hook up
1st Street East & W. Gulf, by private parking lot	Missing	x	x	Check power
1st Street & W. Gulf Blvd by sign	Missing	x	x	Box not connected Duke to hook up
9747 Gulf Blvd	Missing	x	x	Check power
Shell Shop & Furniture Store, 99th and Gulf Blvd	6726714	x	x	Check power
9933, 9937, 9941 Gulf Blvd	B26942		x	No bracket, has power, check power CAUTION TAPED
Sand Piper, 100th Ave & Gulf Blvd		x	x	Check power
102nd & Gulf Blvd		x	x	Check power
DELETE Westwind, 10265 Gulf Blvd				Pole behind tree, unable to install decoration
10264 Gulf Blvd	6726681	x	x	Check power
The Palms, 10315 Gulf Blvd	103_1, unable to read number	x	x	No wires, Duke to hook up
104th Avenue intersection by city hall & Gulf Front Park	4934455 east side (City Hall) West side (Gulf Front Park)	x		No power boxes, need to install and Duke to hook up

AGENDA ITEM NO. G.8

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 7, 2025
SUBMITTED BY:	Jessica Zamora, Human Resources
ITEM TYPE:	Contracts
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Authorize the City Manager to enter into an agreement with the National Public Pension Fund Association (NPPFA).
BACKGROUND:	This opportunity would allow for sworn members of Police and Fire to contribute to a supplemental retirement savings.
POLICY/PURPOSE:	To request authorization for the City to execute a contract to provide supplemental retirement plans to Fire and Police.
STRATEGIC PLAN RELEVANCE:	Goal 1: Develop, support, and retain a diverse workforce to serve the needs of the community
ANALYSIS/DISCUSSION:	In an effort to assist employees with preparing for retirement, this program allows for those who want to opt-in an opportunity to secure their savings for future needs though an additional avenue. This offer could be extended to all employees in the future.
FUNDING:	No funding is necessary - the City is not responsible for contributing to this program.
MOTION:	I move to authorize the City Manager to authorize the City to enter into a contract with NPPFA as an additional retirement savings option.

ATTACHMENTS:

NPPFA 457b Resolution Treasure Island.docx
01-Resolution-115 Plan-Treasure Island FL.docx

CITY OF TREASURE ISLAND

RESOLUTION NO.

A RESOLUTION AUTHORIZING AND APPROVING A DEFERRED COMPENSATION PLAN FOR THE CITY OF TREASURE ISLAND

WHEREAS, The City of Treasure Island (the "City"), is a duly organized as a unit of local government created under the provisions of the laws of the State of Florida, and all laws amendatory thereto; and

WHEREAS, in recognition of the dedicated service provided to the City by its employees, the City's Supervisor and Trustees (collectively, the "City Council") wish to offer implement a voluntary deferred compensation plan so that the City employees may have another retirement saving option available to them; and

WHEREAS, in furtherance of the above determination, it is in the best interests of the City to take all actions necessary to approve and adopt the National Public Pension Fund Association 457 Deferred Compensation Plan known as The Wise Choice For Public Employees (the "Plan") for the benefit of the City's employees;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Treasure Island, Florida, as follows:

Section 1. The statements set forth in the preamble to this Resolution are found to be true and correct and are incorporated into this Resolution as if set forth in full.

Section 2. The City Board hereby authorizes and approves adopting the Plan as the City's deferred compensation plan for the benefit of its employees.

Section 3. The City Manager, and staff are further authorized to take all other actions necessary to carry out the intent of this Resolution.

Section 4. All prior actions of the City officials, employees, and agents with respect to the subject matter of this Resolution are hereby expressly ratified.

Section 5. The provisions of this Resolution are hereby declared to be severable, and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 6. All City code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 7. This Resolution shall be immediately in full force and effect after passage and approval.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of The City of Treasure Island as follows:

PASSED AND ADOPTED this _____, by the City Council of Treasure Island, FL by the following vote.

CITY OF TREASURE ISLAND, FL
RESOLUTION OF THE CORPORATE AUTHORITY
RELATING TO A RETIREMENT HEALTHCARE FUNDING PLAN

WHEREAS, The CITY OF TREASURE ISLAND, FL is a Municipal Corporation, organized as a Local Government and is a member of the National Public Pension Fund Association ("NPPFA");

WHEREAS, NPPFA has created a Retirement Healthcare Funding Plan (the "Plan") for the use of its member jurisdictions and offers the Plan for adoption by Governmental Employers for the benefit of their respective employees and beneficiaries;

WHEREAS, NPPFA has created for execution a Health and Welfare Document, and the corresponding Specifications;

WHEREAS, NPPFA, on behalf of sponsoring entities that adopt and maintain the Plan, has provided for coordinated investment management and administrative services for the accumulation phase of the Plan through an Administrative Services Agreement, hereto (the "Services Agreement"), pursuant to which Transamerica Retirement Solutions (the "Service Agent") has been appointed to provide certain record keeping and administrative services with respect to the Plan, as more specified in the Services Agreement and to provide investment management under a Group Mutual Fund Agreement ;

WHEREAS, the CITY OF TREASURE ISLAND, FL has employees rendering valuable services to the CITY OF TREASURE ISLAND, FL and has, upon due deliberation, concluded that it would be prudent and appropriate to adopt and administer the Plan on behalf of such employees of the CITY OF TREASURE ISLAND, FL who are subject to a Collective Bargaining Agreement with the CITY OF TREASURE ISLAND, FL (as specified in schedule A of the Specifications) that requires inclusion in the Plan or have been designated as a covered class by the employer (as specified in schedule A of the Specifications) in order to allow such employees to provide for their retirement security and to serve the interest of the CITY OF TREASURE ISLAND, FL in attracting and retaining competent personnel;

WHEREAS, the Corporate Authority has reviewed the Plan documents including, and the investment media via prospectus, and has found the NPPFA's arrangements to be reasonable and beneficial to the Plan and will serve the objectives of the CITY OF TREASURE ISLAND, FL and its employees who participate in the Plan and;

WHEREAS, the CITY OF TREASURE ISLAND, FL is empowered by the laws, rules and regulations of State of Florida to take on its behalf the actions contemplated by this Resolution;

THEREFORE, BE IT RESOLVED, that the CITY OF TREASURE ISLAND, FL hereby adopts the Health and Welfare Document, and the corresponding Trust Agreement, and corresponding Specifications and as may be amended from time to time to comply with any changes in applicable laws, rules and regulations or as otherwise necessary or appropriate;

FURTHER RESOLVED, that the CITY OF TREASURE ISLAND, FL hereby authorizes the program coordinator to execute the BMI TRS Administrative Service Agreement, including without limitation which may be amended from time to time to comply with any changes in applicable laws, rules and regulations or as otherwise necessary or appropriate;

FURTHER RESOLVED, that the CITY OF TREASURE ISLAND, FL hereby appoints State Street Bank and Trust as passive trustee of the plan pursuant to its master trustee agreement with Transamerica Retirement Solutions.

BE IT FURTHER RESOLVED that the CITY OF TREASURE ISLAND, FL Board direct the PERSON or his/her designee shall be the coordinator for this program; shall receive necessary reports, notices, etc. from BMI and Transamerica Retirement Solutions may assign administrative duties to carry out the Plan to the appropriate departments, and is authorized to execute all necessary agreements incidental to the administration of the Plan.

I, _____, Secretary of the CITY OF TREASURE ISLAND, FL do hereby certify that the foregoing resolution, proposed by Trustee _____, was duly passed and adopted in the Board of Trustees of the CITY OF TREASURE ISLAND, FL at a regular meeting thereof assembled this ___ day of _____, 20__.

AYES: _____

NAYES: _____

ABSENT: _____

_____ *(seal)*
Secretary of the CITY OF TREASURE ISLAND, FL

AGENDA ITEM NO. H.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: October 7, 2025

SUBMITTED BY: Maryellen Edwards, Community Development

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Second and Final Reading of Ordinance 2025-13 creating Chapter 60 "Introduction" of the Land Development Regulations.

BACKGROUND: The Phase 1 LDR update has the primary goal of adopting Land Development Regulations that are consistent with the Comprehensive Plan, better organized and easier to use. This chapter consolidates references from several other sections of the code, establishing the purpose, authority and applicability, addresses the Comprehensive Plan, rules of construction and interpretation of Subpart B, which is the chapters that comprise the Land Development Regulations.

POLICY/PURPOSE:

To update the Land Development Regulations to be consistent with current statutes and the 2024 Comprehensive Plan.

STRATEGIC PLAN RELEVANCE:

Goal 1: Foster a vibrant business community

Objective 2: Implement the Economic Development Vision

Bold Action 2: Update the City's Comprehensive Plan, local ordinances, and Land Development Regulations

ANALYSIS/DISCUSSION:

Chapter 60 is a new Chapter created to consolidate the introduction to the Land Development Regulations. This is achieved by:

- CREATING SECTION 60-1 "TITLE/CITATION'

- RELOCATING AND AMENDING SECTION 68-3 “PURPOSE” FROM CHAPTER 68 TO CREATE SECTION 60-2
- CREATING SECTION 60-3 “AUTHORITY”
- CREATING SECTION 60-4 “APPLICABILITY”
- CREATING SECTION 60-5 COMPREHENSIVE PLAN
- RELOCATING AND AMENDING CHAPTER 68-1 “RULES OF CONSTRUCTION” FROM CHAPTER 68 TO CREATE SECTION 60-6
- RELOCATING AND AMENDING SECTION 68-4 “INTERPRETATION” FROM CHAPTER 69 TO CREATE SECTION 60-7

FUNDING: N/A

MOTION: I move to approve and adopt Ordinance 2025-13 creating Chapter 60 "Introduction" at this second and final public hearing.

ATTACHMENTS:
Ord 2025-13 Chapter 60 Introduction.pdf
LPA RES 2025-03.pdf
Business Impact Ord 2025-13.pdf
Ad 54231 Ordinance 2025-13.pdf

ORDINANCE 2025-13

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, CREATING CHAPTER 60 "INTRODUCTION" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES, BY CREATING SECTION 60-1 "TITLE/CITATION'; RELOCATING AND AMENDING SECTION 68-3 "PURPOSE" FROM CHAPTER 68 TO CREATE SECTION 60-2; CREATING SECTION 60-3 "AUTHORITY"; CREATING SECTION 60-4 "APPLICABILITY"; CREATING SECTION 60-5 COMPREHENSIVE PLAN"; RELOCATING AND AMENDING CHAPTER 68-1 "RULES OF CONSTRUCTION" FROM CHAPTER 68 TO CREATE SECTION 60-6; RELOCATING AND AMENDING SECTION 68-4 "INTERPRETATION" FROM CHAPTER 69 TO CREATE SECTION 60-7; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to include an introduction in the City of Treasure Island Development Regulations through a newly created Chapter 60; and

WHEREAS, the Local Planning Agency met on July 24, 2025, and recommended approval of the following revisions to the Land Development Regulations; and

WHEREAS, the City Commission has reviewed the relevant current Code provisions of the City of Treasure Island and finds that certain modifications are necessary and desirable to revise various requirements of the code; and

WHEREAS, the City Commission determines that the adoption of this Ordinance is in the interests of the public health, safety and welfare of the City and its residents.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND DOES ORDAIN:

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as legislative findings by the City Commission of the City of Treasure Island, Florida, for the adoption of this Ordinance.

SECTION 2. That Chapter 60, Introduction, of the Code of Ordinances of the City of Treasure Island, Florida, is hereby created to read as follows:

Chapter 60 Introduction

Sec 60-1. Title/ Citation.

Volume II, Subpart B, may be cited as the "Land Development Regulations of the City of Treasure Island," the "Land Development Code" the "Land Development Regulations" or "Code".

Sec 60~~8-23~~. Purpose.

(a) The purpose of Subpart B ~~this chapter~~ is to establish comprehensive controls for the development of land in the city based on the comprehensive plan, as adopted and further defined and designed to preserve the unique island character of the city enacted in order to protect, promote and improve the public health, safety, comfort, order, appearance, convenience, morale and general welfare of the people.

(b) The objectives of ~~this~~ Subpart B ~~chapter are~~ is~~-~~ to provide for the efficiency and economy in the process of development; for the appropriate and best use of land; for preservation, protection, development and conservation of the natural resources of land, water and air; for convenience of traffic and circulation of people and goods; for the use and occupancy of buildings; for healthful and convenient distribution of population; for adequate public facilities and utilities; for promotion of the civic amenities of beauty and visual interest, and for development in accord with the comprehensive plan.

(c) To accomplish these purposes, the city commission shall divide the entire city into zoning districts of such number, shape and size as may be deemed best suitable to carry out the purposes of ~~the~~ chapter 68, and within these zoning districts may regulate, determine and establish:

(1) Height, number of stories, size, bulk, location, erection, construction repair, reconstruction, alteration and use of buildings and other structures, for trade, industry, residence and other purposes;

(2) Use of land and water for trade, profession, residence and other purposes;

(3) Size of yards and other open spaces;

(4) Percentage of lot that may be occupied;

(5) Density of population;

(6) Conditions under which various classes of nonconformities may continue, including authority to set fair and reasonable amortization schedules for the elimination of nonconforming uses;

(7) Use and types and sizes of structures in those areas subject to seasonal or periodic flooding so that danger to life and property in such areas will be

minimized;

(8) Performance standards for use of property and location of structures thereon.

(d) All such regulations shall be uniform throughout each zoning district, but the regulations in one zoning district may differ from those in other zoning districts. For each zoning district designated for the location of trades, callings, industries, commercial enterprises, residences or buildings designed for specific uses, regulations may specify those uses that shall be excluded or subjected to reasonable requirements of a special nature.

Sec 60-3. Authority.

(a) This Chapter is adopted under authority of the constitution and laws of the State of Florida, including particularly Article VIII, § 1(g), Florida Constitution; Section 125, Florida Statutes; Chapter 162, Florida Statutes relating to County or Municipal Code Enforcement and Chapter 163, Part II, §163.3171, Florida Statutes, and pursuant to the provisions of the Charter of the City of Treasure Island, Florida.

Sec 60-4. Applicability.

(a) These Land Development Regulations apply to all land, buildings, structures, and uses within the municipal boundaries of Treasure Island, Florida. The provisions of this code are intended to promote the health, safety, and general welfare of the community by regulating land use, development, and redevelopment in a manner consistent with the city's comprehensive plan.

(b) These Land Development Regulations are adopted and enacted pursuant to the requirements and authority of F.S § 163.3202, the City of Treasure Island Charter, and the general powers enumerated in F.S. Ch. 166. Wherever any provision of the LDR refers to or cites section of the F.S. or F.A.C and that section is later amended or superseded the LDR shall be deemed amended to refer to the amended section or section that most nearly corresponds to the superseded section.

(c) The LDR and each chapter, section, subsection, sentence and phrase are adopted regardless of whether one or more other portions of the LDR are declared invalid or unconstitutional.

(d) Graphic illustrations, illustrative intents, and any photographic images used throughout this Code are intended to graphically portray the regulatory standards and overall intents established throughout this Code. Except where otherwise noted, these images are considered informational; unless otherwise noted, where in conflict, numerical metrics/text of the Code shall take precedence over graphic metrics.

Sec 60-5 Comprehensive Plan.

(a) The Comprehensive Plan (the Plan), as amended, has been adopted in conformance with, and pursuant to, provisions of the Community Planning Act

(F.S. § 163.3161 et seq.).

(b) All development of land under the jurisdiction of the Land Development Regulations shall be consistent with the Comprehensive Plan and applicable ordinances.

(c) Development or redevelopment of all land shall be deemed consistent with the Comprehensive Plan only if the land uses, densities or intensities, capacity or size, timing and other aspects of the development proposed for, or allowed on the property further the goals, objectives, policies and principles of the Comprehensive Plan.

Sec 6~~0~~8-6~~1~~. Rules of Construction

The city does hereby adopt the Land Development Regulations for the city the following rules of construction. It is intended that these rules and definitions be common to all ordinances comprising the city's Land Development Regulations and that they be either incorporated into each ordinance or more realistically adopted by reference. The following rules for the construction of language shall apply to the text of this chapter:

(1) The particular shall control the general. In case of any difference of meaning or implication between the text of this chapter and any caption, illustration, summary table, or illustrative table, the text shall control.

(2) The word "shall", "must", or "will" is always mandatory and not discretionary. The word "may" or "should" is discretionary or permissible and not mandatory.

(3) Words used in the present tense shall include the future; and words used in the singular number shall include the plural, and the plural the singular, unless the context clearly indicates the contrary.

(4) A building or structure includes any part thereof. The phrase "used for" includes "arranged for," "designated for," "maintained for" or "occupied for." The word "person" includes an individual, a corporation, a partnership, an incorporated association, or any other similar entity.

(5) Unless the context clearly indicates the contrary, where a regulation involves two or more items, conditions, provisions, or events connected by the conjunction "and," "or," "either/or," the conjunction shall be interpreted as follows:

a. "And" indicates that all the connected items, conditions, provisions, or events shall apply.

b. "Or" indicates that the connected items, conditions, provisions or events may apply singly or in any combination.

c. "Either/or" indicates that the connected items, conditions, provisions or events shall apply singly, but not in combination.

(6) The word "includes" shall not limit a term to the specified examples, but is intended to extend its meaning to all other instances or circumstances of like, kind or character.

(7) Graphic illustrations, illustrative intents, and any photographic images used throughout this Code are intended to graphically portray the regulatory standards and overall intents established throughout this Code. Except where otherwise

(8) noted, these images are considered informational; unless otherwise noted, where in conflict, numerical metrics/text of the Code shall take precedence over graphic metrics.

Sec 6~~0~~8~~-~~7~~4~~. Interpretation.

(1) In interpreting and applying the provisions of ~~this chapter~~ Subpart B, they shall be held to be the minimum requirements for the protection, promotion and improvement of the public health, safety, comfort, order, appearance, convenience, morale and general welfare of the community. It is not intended by ~~this~~ Subpart B ~~chapter~~ to interfere with or abrogate or annul any easements, covenants or other agreements between parties; provided, however, where ~~this chapter~~ Subpart B imposes a greater restriction upon the use of building or premises, or upon the height of buildings, or requires larger open spaces than are imposed or required by other ordinances, rules or regulations or by easements, covenants or agreements, the provisions of ~~this chapter~~ Subpart B shall control. If, because of error or omission in the zoning map, any property in the city is not shown as being in a zoning district, the classification of such property shall be RU-75 single-family residential unless changed by amendment to the zoning map or by subsequent zoning ordinances.

~~(1)~~(2) City Manager or their designee shall interpret the LDR and its application to land, and to activities permitted thereon unless otherwise specified. The City Manager or their designee shall act as interpreter of the Land Development Regulations in the event of any conflict or difference of meaning within the LDR.

SECTION 3. SEVERABILITY.
It is the intention of the City Commission that each provision hereof be considered severable, and, if any section, subsection, sentence, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

SECTION 4. CONFLICT.
All ordinance or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 5. CODIFICATION.
Section 2 of this ordinance shall be codified in the Code of Ordinances for the City of Treasure Island, Florida. The codifier is authorized to renumber or reclassify such other provision of the Code of Ordinance to accomplish such intention. The codifier is also authorized to make editorial changes not affecting the substance of this Ordinance in the substitution of article, ordinance, section, paragraph, or such other appropriate word or phrase in order to accomplish such intention.

SECTION 6. EFFECTIVE DATE.
This Ordinance shall take effect immediately upon its final passage.

FIRST READING and PUBLIC HEARING on the ___ day of _____, 2025.

SECOND READING and PUBLIC HEARING on the ___ day of _____, 2025.

PUBLISHED in the Tampa Bay Times on the ___ day of _____, 2025.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the ____ day of _____, 2025 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST:

_____
Lisa-Marie Kennedy, City Clerk

LOCAL PLANNING AGENCY
RESOLUTION NO. 2025-03

A RECOMMENDATION TO THE CITY OF TREASURE ISLAND CITY COMMISSION FOR THE APPROVAL OF AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, CREATING SECTION 60-1 "TITLE/CITATION'; RELOCATING AND AMENDING SECTION 68-3 "PURPOSE" FROM CHAPTER 68 TO CREATE SECTION 60-2; CREATING SECTION 60-3 "AUTHORITY"; CREATING SECTION 60-4 "APPLICABILITY"; CREATING SECTION 60-5 COMPREHENSIVE PLAN"; RELOCATING AND AMENDING CHAPTER 68-1 "RULES OF CONSTRUCTION" FROM CHAPTER 68 TO CREATE SECTION 60-6; RELOCATING AND AMENDING SECTION 68-4 "INTERPRETATION" FROM CHAPTER 69 TO CREATE SECTION 60-7; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Section 163.3174, Fla. Stat., provides for the establishment of a "local planning agency"; and

WHEREAS, Section 163.3174, Fla. Stat., describes the duties and responsibilities of a Local Planning Agency, which include preparing and making recommendations of comprehensive plan amendments and proposed land development regulation amendments; and

WHEREAS, on July 24, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, reviewed the proposed amendments provided herein and found the amendments consistent with the Treasure Island Comprehensive Plan and its elements; and

WHEREAS, on July 24, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, held a public hearing on Ordinance 2025-13 amending creating Chapter 60, Introduction and has considered the information received at said public hearing; and

WHEREAS, on July 24, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, recommended approval of Ordinance 2025-13 to the City Commission; and

NOW, THEREFORE, BE IT RESOLVED by the Local Planning Agency of the City of Treasure Island, Florida, in a public meeting assembled:

The City of Treasure Island Local Planning Agency hereby transmits to the City Commission the proposed amendments to the Land Development Regulations, as set forth in Exhibit "A", Ordinance 2025-13, with the recommendation to approve said amendments.

PASSED AND DULY ADOPTED BY THE CITY OF TREASURE ISLAND LOCAL PLANNING AGENCY, 24th Day of July 2025.

TREASURE ISLAND LOCAL PLANNING AGENCY

Richard Harris, Chair

07-24-2025
Date

Local Planning Agency

City of Treasure Island
Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE 2025-13

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, CREATING CHAPTER 60 "INTRODUCTION" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES, BY CREATING SECTION 60-1 "TITLE/CITATION'; RELOCATING AND AMENDING SECTION 68-3 "PURPOSE" FROM CHAPTER 68 TO CREATE SECTION 60-2; CREATING SECTION 60-3 "AUTHORITY"; CREATING SECTION 60-4 "APPLICABILITY"; CREATING SECTION 60-5 COMPREHENSIVE PLAN"; RELOCATING AND AMENDING CHAPTER 68-1 "RULES OF CONSTRUCTION" FROM CHAPTER 68 TO CREATE SECTION 60-6; RELOCATING AND AMENDING SECTION 68-4 "INTERPRETATION" FROM CHAPTER 69 TO CREATE SECTION 60-7 PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by section 166.041(4), Florida Statutes, for the proposed ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. Development orders and development permits, as those terms are defined in section 163.3164, Florida Statutes, and development agreements, as authorized by the Florida Local Government Development Agreement Act under sections 163.3220-163.3243, Florida Statutes;
    b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City;
    c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
    d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
    e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s).

N/A

Question 3. If there is no applicable exception, proceed with completing the below Business Impact Estimate. This Business Impact Estimate may be revised following its initial posting. In accordance, the City hereby publishes the following information:

A. Summary of the proposed ordinance (must include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals and welfare of the City): The purpose of this ordinance is to create a new “Introduction” Chapter to improve general useability of the City’s Land Development Regulations.

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;
There will be no direct compliance costs to businesses.

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible;
There are no new charges or fees associated with this ordinance.

(3) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.
There are no new charges or fees associated with this ordinance.

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3):
Impacts are shown above.

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance:
No businesses will be impacted by the proposed ordinance.

D. Additional information the governing body deems useful (if any):

54231

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO, PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jes Bowling who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE 2025-13 was published in said newspaper by print in the issues of 09/17/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant Jesaca Bowling

Sworn to and subscribed before me this **09/17/2025**

Signature of Notary of Public

Personally known **X** or produced identification.

Type of identification produced _____

JEAN M MITOTES
Notary Public - State of FLORIDA
Commission # HH 577688
My Commission Expires July 31, 2028

LEGAL NOTICE

THE CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission of the City of Treasure Island, Florida shall hold second and final reading and public hearing on the following ordinance:

ORDINANCE 2025-13

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, CREATING CHAPTER 60 "INTRODUCTION" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES, BY CREATING SECTION 60-1 "TITLE/CITATION'; RELOCATING AND AMENDING SECTION 68-3 "PURPOSE" FROM CHAPTER 68 TO CREATE SECTION 60-2; CREATING SECTION 60-3 "AUTHORITY"; CREATING SECTION 60-4 "APPLICABILITY"; CREATING SECTION 60-5 COMPREHENSIVE PLAN"; RELOCATING AND AMENDING CHAPTER 68-1 "RULES OF CONSTRUCTION" FROM CHAPTER 68 TO CREATE SECTION 60-6; RELOCATING AND AMENDING SECTION 68-4 "INTERPRETATION" FROM CHAPTER 69 TO CREATE SECTION 60-7; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.

This ordinance will be considered on second reading and public hearing on Tuesday, October 7, 2025, at 6:00 PM in the Treasure Island City Hall Commission Chambers, 10451 Gulf Blvd, Treasure Island, Florida, 33706. Interested parties may appear at this hearing and be heard with respect to the proposed ordinance. Copies of the ordinance are available for inspection in the Office of the City Clerk located at Treasure Island City Hall, 10451 Gulf Blvd, Treasure Island, Florida, 33706, between the hours of 8:00 AM and 4:30 PM Monday through Friday.

Any person desiring to file an appeal to the action taken will need a record of the proceedings and for such purpose may be required to ensure a verbatim transcript is made. Said transcript shall include the testimony and evidence upon which the appeal is based and shall be made by the appellant at his or her expense.

The City maintains a video recording of all public hearings. In the event that you wish to appeal a decision, the video may or may not adequately ensure a verbatim record of the proceedings. Therefore, you may wish to provide a court reporter at your expense.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Clerk, City of Treasure Island, 10451 Gulf Blvd, Treasure Island, Florida 33706, (727) 547-4575, at least 7 days before your scheduled appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

Lisa-Marie Kennedy, City Clerk

9/17/2025 jb 54231-1

AGENDA ITEM NO. H.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 7, 2025
SUBMITTED BY:	Maryellen Edwards, Community Development
ITEM TYPE:	Ordinances
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Second and Final Reading of Ordinance 2025-14 regarding updates to Chapter 73 "Signs and Advertising" of the Land Development Regulations.
BACKGROUND:	The Phase 1 LDR update has the primary goal of adopting Land Development Regulations that are consistent with the Comprehensive Plan, better organized and easier to use. This chapter has been updated to allow vintage signs, provide new allowances for signs in parking lots and provides general updates and clarifications to the existing sign code. References have been added to address state and federal requirements for signs. In addition, the sign regulations which were adopted in the downtown PR-MU districts and originally contained in the zoning regulations in Chapter 68, have been moved to the sign chapter for ease of use.
POLICY/PURPOSE:	To update the Land Development Regulations to be consistent with current statutes and the 2024 Comprehensive Plan.
STRATEGIC PLAN RELEVANCE:	Goal 1: Foster a vibrant business community Objective 2: Implement the Economic Development Vision Bold Action 2: Update the City's Comprehensive Plan, local ordinances, and Land Development Regulations
ANALYSIS/DISCUSSION:	Changes to the sign code include: • REVISING SECTION 73-31 "PURPOSE AND INTENT"

IN ORDER TO INCLUDE VINTAGE SIGNS, REMOVE DUPLICATION, AND CLARIFY THE INCLUSION OF GRAPHICS

- AMEND SECTION 73-32 “DEFINITIONS”
- AMEND SECTION 73-33 TO INCLUDE REDEVELOPMENT AND TEMPORARY SIGNS
- AMEND SECTION 73-34 TO CLARIFY THAT REGULATION OF SIGNS BY STATE AND FEDERAL LAW SUPERSEDE LOCAL REGULATIONS
- AMEND SECTION 73-36 “SIGN PERMIT EXEMPTIONS” TO CLARIFY ADDRESS NUMBER REQUIREMENTS AND THE DEFINITION OF ARTWORK, ALLOW SIGNAGE ON CONSTRUCTION LINERS ON FENCES, TO EXEMPT WINDOW SIGNS IN THE PR-MU CORE AND PR-MU GULF BLVD DISTRICTS, AND TO PROVIDE FOR AN EXEMPTION TO LAWN STAKE SIGNS IN THE RM-15 AND RU-75 ZONING DISTRICTS
- REVISE SECTION 73-40 “GENERAL SIGN REQUIREMENTS” TO CLARIFY THE DEFINITION OF A SPECIAL EVENT
- REVISE SECTION 73-41 “SIGNS SPECIFICALLY PROHIBITED” TO ALLOW FOR PAVEMENT MARKINGS, TO CLARIFY THE DEFINITION OF GOVERNMENT SIGNS, TO INCLUDE SIGNS THAT ARE PROHIBITED BY STATE OR FEDERAL LAW
- TO AMEND SECTION 73-42 “COMPUTATION OF DIMENSIONS” TO INCLUDE THE PR-MU CORE AND PR-MU GULF BLVD ZONING DISTRICTS IN THE REGULATIONS
- AMEND SECTION 73-43 “PERMITTED SIGNS AND STANDARDS BY ZONING DISTRICT” TO INCLUDE A MATRIX OF WHICH SIGNS ARE ALLOWED IN EACH ZONING DISTRICT, TO ADD FREESTANDING SIGNS WHERE THE PRIMARY USE IS A PARKING LOT IN PUBLIC/SEMI PUBLIC USES, IN RFM-30, RFH-50,CG, PR-MU CORE AND PR-MU GULF BLVD ZONING DISTRICTS AND TO RELOCATE THE REQUIREMENTS FOR SIGNS FROM SECTION 68-410.68 “SIGNAGE” TO SECTION 73-43
- ADD A NEW SECTION 73-45 “VINTAGE SIGNS” TO OUTLINE THE CRITERIA FOR CONSIDERATION AND THE PROCESS OF APPROVING A VINTAGE SIGN
- TO UPDATE THE APPENDIX WITH NEW GRAPHICS AND REMOVE SOME OF THE OUTDATED GRAPHICS

FUNDING: N/A

MOTION:

I move to approve and adopt Ordinance 2025-14 amending Chapter 73 "Signs and Advertising" at this second and final

public hearing.

ATTACHMENTS:
Ord 2025-14 Signs Chapter 73.pdf
LPA RES 2025-04.pdf
Business Impact Estimate Ord 2025-14.pdf
Ad 54232 Ordinance 2025-14.pdf

ORDINANCE 2025-14

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 73 "SIGNS" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES BY REVISING SECTION 73-31 "PURPOSE AND INTENT" IN ORDER TO INCLUDE VINTAGE SIGNS, REMOVE DUPLICATION, AND CLARIFY THE INCLUSION OF GRAPHICS; TO AMEND SECTION 73-32 "DEFINITIONS"; TO AMEND SECTION 73-33 TO INCLUDE REDEVELOPMENT AND TEMPORARY SIGNS; TO AMEND SECTION 73-34 TO CLARIFY THAT REGULATION OF SIGNS BY STATE AND FEDERAL LAW SUPERSEDE LOCAL REGULATIONS; TO AMEND SECTION 73-36 "SIGN PERMIT EXEMPTIONS" TO CLARIFY ADDRESS NUMBER REQUIREMENTS AND THE DEFINITION OF ARTWORK, ALLOW SIGNAGE ON CONSTRUCTION LINERS ON FENCES, TO EXEMPT WINDOW SIGNS IN THE PR-MU CORE AND PR-MU GULF BLVD DISTRICTS, AND TO PROVIDE FOR AN EXEMPTION TO LAWN STAKE SIGNS IN THE RM-15 AND RU-75 ZONING DISTRICTS ; TO REVISE SECTION 73-40 "GENERAL SIGN REQUIREMENTS" TO CLARIFY THE DEFINITION OF A SPECIAL EVENT; TO REVISE SECTION 73-41 "SIGNS SPECIFICALLY PROHIBITED" TO ALLOW FOR PAVEMENT MARKINGS, TO CLARIFY THE DEFINITION OF GOVERNMENT SIGNS, TO INCLUDE SIGNS THAT ARE PROHIBITED BY STATE OR FEDERAL LAW; TO AMEND SECTION 73-42 "COMPUTATION OF DIMENSIONS" TO INCLUDE THE PR-MU CORE AND PR-MU GULF BLVD ZONING DISTRICTS; TO AMEND SECTION 73-43 "PERMITTED SIGNS AND STANDARDS BY ZONING DISTRICT" TO INCLUDE A MATRIX OF WHICH SIGNS ARE ALLOWED IN EACH ZONING DISTRICT, TO ADD FREESTANDING SIGNS WHERE THE PRIMARY USE IS A PARKING LOT IN PUBLIC/SEMI PUBLIC USES, IN RFM-30, RFH-50,CG, PR-MU CORE AND PR-MU GULF BLVD ZONING DISTRICTS AND TO RELOCATE THE REQUIREMENTS FOR SIGNS FROM SECTION 68-410.68 "SIGNAGE" TO SECTION 73-43; TO ADD A NEW SECTION 73-45 "VINTAGE SIGNS" TO OUTLINE THE CRITERIA FOR CONSIDERATION AND THE PROCESS; TO UPDATE THE APPENDIX WITH NEW GRAPHICS AND REMOVE SOME OF THE OUTDATED GRAPHICS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 73 of the City Code of Ordinances ("Code"), entitled "Signs," regulates land development pursuant to Chapter 163, F.S. related to signage; and

WHEREAS, Chapter 73 contains the purpose, definitions, regulations, exemptions and permitting requirements for signs; and

WHEREAS, the city desires to amend Section 73-31 to include a purpose for preserving vintage signs, remove duplications, and to add language to clarify the use of the graphics contained in the Appendix; and

WHEREAS, the city desires to amend Section 73-32 to provide an update, to clarify existing definitions and to include a definition for vintage signs; and

WHEREAS, in Section 73-34 the City clarified that in cases of conflict between State and Federal regulations that those State and Federal regulations prevail; and

WHEREAS, in Section 73-36 the City clarified the exemptions to sign permitting; and

WHEREAS, in Section 73-40 the city updated language to relate temporary signs to temporary special events and to cross reference with the existing timeframes in Section 73-43.

WHEREAS, in Section 73-41, the city wished to add an allowance for pavement markings in parking lots, and to clarify that any signs already prohibited by State and Federal law would also be prohibited by the city; and

WHEREAS, in Section 73-42 and Section 73-43 the City wished to add the existing sign regulations for the PR-MU Core and PR-MU Gulf Blvd zoning districts to the sign code for ease of use; and

WHEREAS, in Section 73-42 the city wished to clarify that the visibility triangle to be used on city roads is the one already contained in Chapter 68; and

WHEREAS, in Section 73-43 the city wanted to add a matrix for ease of use and to add regulations to allow signage in the case where a freestanding parking lot is a primary use; and

WHEREAS, in Section 73-45 the city wanted to develop a process to retain nonconforming vintage signs which contribute to the character of the city if the owner desires to retain the sign and to create a process and the criteria for approval; and

WHEREAS, the City Commission has reviewed the relevant current provisions of the City of Treasure Island Code and finds that certain modifications are necessary and desirable to clarify various requirements in the Code; and

WHEREAS, the City Commission determines that the adoption of this Ordinance is in the interests of the public health, safety and welfare of the City and its residents.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND, FLORIDA DOES ORDAIN:

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as legislative findings by the City Commission of the City of Treasure Island, Florida, for the adoption of this Ordinance.

SECTION 2. That section 73-31 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 73-31. Purpose and intent.

(a) It is the purpose and intent of this section to promote the public health, safety, and general welfare of the City of Treasure Island through reasonable, consistent, and non-discriminatory sign standards. The sign regulations in this article II are not intended to censor speech or regulate viewpoints, but instead are intended to regulate the time, place, and manner of speech as well as regulate the impact signs have on aesthetics and traffic and pedestrian safety. In order to preserve and enhance the City of Treasure Island as a desirable community in which to live, visit, and do business, a pleasing, visually attractive environment is of the foremost importance. These sign regulations have been prepared with the intent of enhancing the visual environment of the City of Treasure Island and promoting its continued well-being. The City of Treasure Island has the following objectives in implementing these sign regulations:

(1) Pinellas County and the City of Treasure Island has an economic base which relies on seasonal residents and tourists, and enhancing the visual attractiveness and preservation of the natural state of its environment is important to making the City of Treasure Island a desirable place to visit;

(2) To encourage the effective use of signs as a means of communication in the city;

(3) To foster a good visual environment and enhance the economic well-being of the community as a place in which to live, visit, and conduct business;

(4) To preserve the aesthetic, natural, and historical qualities of the community <u>including through the</u> <u>provision of "vintage" sign standards which further contribute to the character of the City as provided</u> <u>in Sec 73-45;</u>

(5) To contribute to the safe movement of traffic by controlling the excessive height, area, and bulk of signs, as well as certain types and lighting of signs which can distract the attention of pedestrians and motorists so as to constitute hazards to traffic safety;

(6) To encourage creativity and allow the sufficient conveyance of a message in a manner which promotes traffic safety and avoids visual blight;

(7) To control the use of signs determined to be detrimental to the aesthetic sense and welfare of the community;

(8) To regulate signs in a manner so as not to interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians;

(9) To encourage signs appropriate to the zoning district in which they are

located and consistent with the category of use to which they pertain;

~~(10) To encourage the effective use of signs as a means of communication in the city;~~

(~~11~~10)To allow for traffic control devices consistent with national and state standards and whose purpose is to promote highway safety and efficiency by providing for the orderly movement of road users on streets and highways, and that notify road users of regulations and provide warning and guidance needed for the safe, uniform, and efficient operation of all elements of the traffic stream;

(~~12~~11) To allow for government signs placed within the community providing wayfinding~~, promote the city's tourism and provide information~~ to citizens and visitors. These signs contribute to tourism by assisting tourists in finding where they want to go with ease;

(~~13~~12~~)~~ To allow signs that are compatible with their surroundings and contribute to wayfinding, while precluding the placement of signs that contribute to sign clutter or that conceal or obstruct land uses and/or signs;

~~(14) To regulate the appearance and design of signs in a manner that promotes and enhances the beautification of the city and that compliments the natural surroundings in recognition of the city's reliance on its natural surroundings and beautification efforts;~~

(~~15~~13) To foster the integration of signage with architectural and landscape designs;

(~~16~~14) To ensure that signs are installed, constructed, and maintained in a safe and satisfactory manner, and protect the public from unsafe signs, except to the extent such action is expressly preempted by state or federal law;

~~(17) To lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive size (area) of signs which compete for the attention of pedestrian and vehicular traffic;~~

(~~18~~15) To establish sign size in relationship to the scale of the lot and building on which the sign is to be placed or to which it pertains;

(~~19~~16) To categorize signs based upon the function that they serve and tailor the regulation of signs based upon their function;

~~(20) To preclude signs from conflicting with the principle permitted use of the site and adjoining sites;~~

(~~21~~17) To except to the extent expressly preempted by state or federal law, ensure that signs are constructed, installed and maintained in a safe and satisfactory manner, and protect the public from unsafe signs;

(~~22~~18) To protect property values by precluding to the maximum extent possible sign-types that create a nuisance to the occupancy or use of other

properties as a result of their size, height, illumination, brightness or movement;

(~~23~~19) To protect property values by ensuring that sign-types, as well as the number of signs, are in harmony with buildings, neighborhoods and conforming signs in that area;

(~~24~~20) To enable the fair and consistent enforcement of these sign regulations; and

~~(25) To allow for government signs placed within the community that promote the city's tourism and provide information to citizens and visitors. These signs contribute to tourism by assisting tourists in finding where they want to go with ease.~~

(b) All graphics including illustrations specific to Signs are provided throughout this Chapter and within the Appendix. Illustrations included in the Code shall be used in interpreting the relevant provisions, but where the text conflicts with an illustration the text shall control.

SECTION 3. That section 73-32 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 73-32. Definitions.

All words used in this article, except where specifically defined herein, shall carry their customary meaning when not inconsistent with the context in which they are used. The following words set forth shall have the meanings as defined herein and specific to this section unless otherwise specified:

A-frame or *sandwich sign* means a portable sign which is ordinarily in the shape of an "A" or some variation thereof.

Abandoned sign means signs on which is associated with a business that is no longer licensed, no longer has a certificate of occupancy or is no longer doing business at that location and such circumstances have continued for a period of more than 90 consecutive days.

Advertising means any form of public announcement intended to aid, directly or indirectly, in the sale, use or promotion of a product, commodity, service, activity or entertainment.

Animated sign means any sign which includes action or motion or the optical illusion of action or motion, or color changes of all or any part of the sign facing, requiring electrical energy, or set in motion by movement of the atmosphere or a sign made up of a series of sections that turn and stop to show two or more pictures or messages in the copy area. A sign shall not be considered animated if the message or graphics remain constant for at least one minute. "Animated Sign" shall include electronic reader boards, any type of screen using animated or scrolling displays, such as an LED (light emitting diode) screen or any other type of video display.

Area or *surface area of signs* means the square foot area enclosed by a rectangle, parallelogram, triangle, circle, semi-circle, other geometric figures or other architectural

design, the sides of which make contact with the extreme points or edges of the sign, excluding the supporting structure which does not form part of the sign proper or of the display. The area of a sign composed of characters or words or copy attached directly to a large, uniform building wall surface shall be the smallest rectangle, triangle, circle, parallelogram, other geometric figure or other architectural design which encloses the whole group of words or characters or copy.

Attached sign means any sign attached to, on, or supported by any part of a building (e.g., walls, integral roof, awning, windows or canopy) which encloses or covers usable space.

Banner means a single sign or outside display having the character, letters, illustrations, ornamentations, symbol, color, or visual representation applied to cloth, paper, vinyl, fabric, plastic, or like kind of malleable material with or without frame. The term banner shall not include a pennant or flag.

Beacon means a stationary or revolving light which flashes or projects illumination, single color or multi- colored, in any manner which is intended to attract or divert attention; except, however, this term is not intended to include any kind of lighting device which is required or necessary under the safety regulations described by the Federal Aviation Administration or similar agencies.

Bench/bus shelter sign means a bench or bus shelter upon which a sign is drawn, painted, printed or otherwise affixed thereto.

Billboard sign means any sign composed of a flat, continuous, and uninterrupted surface (including cut-outs) which measures 72 square feet in sign area or more and upon which advertising or other commercial matter may be displayed that is located offsite. "Billboard Signs" may include changeable message signs.

Building frontage means the linear length of a building facing the street right-of-way. For multiple occupancy parcels, building frontage may be that portion of a building facing a street, parking area or other means of customer access.

Building official is the city official or his designee, responsible for the administration, interpretation and enforcement of the building codes and land development regulations of the city.

Bulletin board means a sign of permanent character, but with removable letters, words, numerals or symbols. Typically, it indicate the names or persons associated with or events conducted upon or products or services offered upon the premises upon which such sign is maintained.

Business establishment means any individual person, nonprofit organization, partnership, corporation, other organization or legal entity holding a valid occupational license and occupying distinct and separate physical space.

Canopy (awning) sign means any sign that is a part of or attached to an awning, canopy or other fabric, plastic or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy.

Changeable message, includes electronic reader boards, means a sign or a portion of a

sign on which message copy is changed manually or automatically in the field through the utilization of attachable or electronic letters, numbers, symbols or other similar characteristics.

Copy means the letters, text or other graphics which compose the message displayed upon the sign surface area.

Double-faced sign means a sign which has two display surfaces backed against the same background, one face of which is designed to be seen from one direction and the other from the opposite direction, every point on each face being either in contact with the other face or in contact with the same background.

Electronic reader board means a ~~sign by which~~ portion of the sign where the message copy may be electronically changed and controlled.

Erect means to build, construct, attach, hang, place, suspend or affix and shall also include the painting of wall signs. This term shall not apply to copy changes or existing permitted signs.

Exempt signs means all signs for which permits are not required but which must, nonetheless, conform to the other terms and conditions of this article.

Flashing sign is an activated sign on which any electric lighting by any device is either alternated on and off or raised and lowered in brightness or intensity.

Freestanding sign means any sign supported by structures or supports that are placed on or anchored in the ground and that are independent of any building or other structure.

Frontage means the length of the property line for a single parcel which runs parallel to, and along, a public right-of-way line or street, exclusive of alley-ways.

Government signs means any sign erected by or on the order of a governmental body or a public official in the performance of his office or duty, including but not limited to Manual on Uniform Traffic Control Devices (MUTCD) signs.

Ground level means the level of finished grade of a parcel or land at either the base of the sign or, for attached signs, at the finished grade of the building face on which the sign is to be located ~~exclusive of any filling, berming, mounding or excavating solely for the purpose of locating a sign~~. Ground level on marina docks or floating structures shall be the finish grade of the dock surface or floating structure ~~landward portion of the adjoining parcel.~~

Height means the vertical distance measured from ground level. ~~at the base of the sign to the highest point of any sign.~~

Illegal sign means any sign which is inconsistent with the terms of this or any previous ordinance, or any sign which was erected without a valid permit when one was required.

Illuminated sign means any sign which is illuminated by artificial light, either from an interior or exterior source, including reflective or phosphorescent light.

Integral roof sign means any sign erected or constructed as an integral or essentially integral part of a normal roof structure of any design, such that no part of the sign extends vertically above the highest portion of the roof and such that no part of the sign is

separated from the rest of the roof by a space of more than six inches. Any integral portion of the roof shall not extend more than five feet above the structural roof.

Maintenance means the replacing, repairing or repainting of a portion of a sign structure, periodically changing changeable copy or renewing copy which has been made unusable by ordinary wear, weather or accident. Maintenance includes general servicing and upkeep in a safe, operable, and attractive condition.

Marquee sign: Any sign which is attached to or hung from a permanent, roof-like structure (marquee) which is supported by a building wall and which projects out from the building line usually but not necessarily over a public right-of-way such as a sidewalk.

Multiple occupancy parcel means any parcel which is occupied by more than two establishments, businesses, or uses.

Multi-prism sign means signs made with a series of triangular vertical sections that turn and stop to show three pictures or messages in the copy area, and includes all signs which are composed of three-dimensional objects.

~~*Noncommercial copy:* An expression or message where more than 50 percent of the sign is dedicated to noncommercial copy and which is not solely related to advertising the economic interest of the advertiser.~~

Nonconforming sign means any sign lawfully in existence and lawfully permitted on the effective date of this Code which does not conform to the requirements of this article.

Offsite sign means any sign that is located outside the zone lot or parcel lines of the principal use.

Onsite sign means any sign that is not an offsite sign.

Pennant means any series of small flag-like or streamer-like pieces of cloth, plastic, or paper attached in a row to any staff, cord, building, or other object at only one or two edges, the remainder hanging loosely.

Portable signs means any sign designed or intended to be readily relocated whether or not it is permanently attached to a building, structure or on the ground. The term includes signs on wheels or on portable structures, tent signs, mobile signs, sandwich board signs, A-frame signs, sidewalk signs, umbrellas, inflatables, and similar devices.

Projecting sign means any sign affixed perpendicularly to a building or wall in such a manner that its leading edge extends more than six inches beyond the surface of such building or wall.

Residential Nameplate means a sign on a residential structure.

Roof sign means any sign erected and constructed wholly on and over the roof of a building, supported by the roof structure.

Sign means any device, fixture, placard or structure that uses any color, form, graphic, architectural style or design or writing to advertise, attract attention, announce, or to communicate information of any kind to the public. "Sign" includes sign structure.

Sign face means the part of the sign that is or can be used to identify, display, advertise, communicate information or for visual representation which attracts the attention of the

public for any purpose.

Sign structure means any structure which is designed specifically for the purpose of supporting a sign, has supported, or is capable of supporting a sign. This definition shall include any decorative covers, braces, wires, supports or components attached to or placed around the sign structure.

Single occupancy parcel means any parcel which is occupied by one or two establishments.

Snipe sign: means any sign which is attached in any way to a utility pole, tree, fence post, or any other similar object whether located on public or private property.

Subdivision sign means an identification sign located at the entrance of a platted subdivision or other residential development.

Temporary sign means a sign or display designed to be displayed for a specified and limited period of time and not permanently affixed to a building or structure.

Twirling sign means signs, commonly referred to as wind signs, consisting of one or more banners, flags, pennants, ribbons, pinners, streamers or captive balloons, or other objects or material fastened in such a manner as to move upon being subjected to pressure by wind.

Vehicle or *trailer signs* means any sign erected upon a vehicle, including automobiles, trucks, boats, campers and trailers, where the principal purpose of the vehicle is not general transportation, but the support of the sign itself. Such signs are normally strategically placed so as to be intended for viewing from a street or right-of-way for the basic purpose of providing the advertisement of products/services or directing people to a business or activity. Signs mounted upon taxis, buses or other modes of general public transportation when in the course of their normal service are excluded from this definition.

Vintage Sign means signs of a historical nature of more than 50 years old, including but not limited to those meeting the State and Federal historic guidelines and or designation on the State's Master Site File.

Wall signs means a sign which is painted on, fastened to, or erected against the wall of a building with its face in a parallel plane to the plane of the building façade or wall.

Window sign means a sign located on a window or within a building or other enclosed structure, which is intended to be visible from the exterior through a window or other opening.

Zone lot means a parcel of land that is of sufficient size to meet minimum zoning requirements for area, coverage and use, and that can provide such setbacks and other open spaces as required by the applicable city land development regulations. For the purpose of this definition, a shopping center, mall or other lot or parcel of land which contains a single unit or an integrated group of commercial establishments and which is developed, operated, managed and/or owned as a unit shall be considered as a zone lot.

SECTION 4. That section 73-33 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 73-33. Applicability and severability.

(a) *Applicability.* This section applies to all new and existing development, including redevelopment, within the city. This section applies to all permanent and temporary signs within the city, without regard to whether a sign contains commercial or noncommercial copy. ~~This section also applies to temporary signs, both with and without commercial copy.~~ Signs are regulated to the extent necessary to accomplish the above-stated objectives without interfering with the right to free speech. A sign may be erected, placed or established, painted, created or maintained in the city only in conformance with the standards, procedures and presumptions and other requirements of this article. All signs erected, altered, or displayed on or after the effective date of this ordinance shall be subject to its provisions, and unless specifically exempted, shall require the prior issuance of a sign permit from the city.

(b) *Severability.*

(1) *Generally.* If any one or more provisions of this article II is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and this article II shall be treated as though the invalidated portion(s) had never been a part thereof.

(2) *Severability where less speech results.* Without diminishing or limiting in any way the declaration of severability set forth in subsection (a), or elsewhere in this article, this Code, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this article is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this article even if such severability would result in a situation where there would be less speech, whether by subjecting previously exempt signs to permitting or otherwise.

(3) *Severability of prohibition on offsite signs.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or work of this chapter or any other Code provisions, or laws are declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of unconstitutionality shall not affect the prohibition on offsite signs as contain in subsection 73-44 or elsewhere.

SECTION 5. That section 73-34 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 73-34. Applicability of other code or regulatory requirements.

(a) Signs or other advertising structures shall be constructed and maintained in strict conformity with the current Florida Building Code, subsequent amendments and editions and with minor local changes, which has been adopted as the building code of the city.

(b) The current National Electrical Code, and any subsequent editions and amendments, with minor local changes, which has been adopted as the electrical code of the city. Accordingly, all illuminated and/or electrically activated signs shall conform to the requirements of the current National Electrical Code.

(c) In the event any provisions of this article are in conflict with other applicable requirements, the more restrictive requirements shall apply.

(d) The following provisions are content neutral, are not based on the text or message on the sign, and do not in any way limit the right to substitute a free expression message for any on a lawfully erected sign and for the duration that the sign is permitted.

(e) Notwithstanding anything contained in this article, pursuant to F.S. § 553.79(22), (as may be amended from time to time) to the extent any regulation contained in this article either: (1) conflicts with or impairs corporate trademarks, service marks, trade dress, logos, color patterns, design scheme insignia, image standards, or other features of corporate branding identity on real property or other improvements thereon used in activities conducted under F.S. ch. 526 (sales of liquid fuels; brake fluid); and/or (2) prevents signage advertising the retail price of gasoline from being clearly visible and legible to drivers of approaching motor vehicles from a vantage point on any lane of traffic in either direction on a roadway abutting the gas station premises and such signage otherwise meets height, width, and spacing standards for Series C, D, or E signs, as applicable, published in the latest edition of Standard Alphabets for Highway Signs published by the United States Department of Commerce, Bureau of Public Roads, Office of Highway Safety; such regulation shall not be enforceable against such property so long as the property owner, or its duly authorized representative, first provides the city with evidence sufficient to demonstrate the conflict and/or impairment of the regulation at issue, or the prevention of clearly visible signage and compliance with height, width, and spacing standards for Series C, D, or E signs, as applicable.

(f) Notwithstanding anything contained in this article, to the extent any regulation contained in this article prevents the signage required by pursuant to F.S. §§ 715.075 & 715.07, (as may be amended from time to time), such regulation shall not be enforceable against such property so long as the property owner, or its duly authorized representative, first provides the city with evidence sufficient to demonstrate the prevention of the sign, as applicable.

(g) In the event any provisions of this article are in conflict with applicable ADA state or federal requirements, the applicable ADA state or federal regulation shall govern.

(h) In the event any provisions of this article is preempted by any other applicable state or federal regulation, then the state or federal regulation shall govern.

SECTION 6. That section 73-36 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 73-36. Sign permit exemptions.

The following signs shall be exempt from the permit requirements of this article, provided that all other applicable sections of this article are met:

(1) ~~(1)~~ Address number. ~~The address numbers shall be at least three inches in height if the dwelling or business establishment is located 50 feet or less from the curb or improved right-of-way, at least five inches in height if the dwelling or business establishment is located more than 50 feet from the curb or improved right-of-way, in Arabic numbers, and of contrasting color to the background and displayed on the front of the establishment (See subsection 8-31(3));~~ For each parcel and for each tenant space, one sign for the official street address shall be displayed for public safety and to serve as visible street address for delivery of mail and official governmental notification.

a. For single-family and two-family residential use, the street address sign shall be a minimum of four (4) inches in height and not exceed two (2) square feet in sign area.
b. For a multi-family or non-residential use, the street address sign be a minimum of six (6) inches in height and shall not exceed four (4) square feet in sign area.
c. The street address sign in a residential use may be externally illuminated and in a non-residential use may be externally or internally illuminated.

(2) Artwork including but not limited to murals, statues, paintings, designs or other decorative features, not including any text~~, provided no drawings or imagery of products or services provided by a commercial use located onsite (which includes graphic representations of the business name, trademark, logo, or other commercial related imagery) are present~~;

(3) Bench and bus shelter signs when approved by the city commission pursuant to F.S § 337.408, except that the identification of the transit company or its route schedule shall not require approval;

(4) ~~Changeable message including an electronic reader board on permitted signs provided no video, animation, scrolling or similar is provided . Such changeable message may have a display period of not less than eight seconds one minute. Such changeable signage shall have a static message or image and shall require an instantaneous change of display. Such signage shall require an automatic freeze if the sign malfunctions. Such signage have a maximum lighting intensity of 25 foot-candles at ground level; *recommend maximum % of sign permitted for changeable copy*~~

(~~5~~4) Construction site signs. For a property with an active valid building permit, the property may have a free-standing sign that does not exceed 32 square feet in area per sign face, except those in the RM-15 zoning district shall not exceed fifteen square feet in area per sign face and RU-75 zoning district, shall not exceed six square feet in area per sign face. If there is no free-standing sign, the property may have graphics on a fence screen not exceeding three times the above allowed square footage. The sign may be displayed only during the time

a valid building permit is in force and shall be removed within one week after the certificate of occupancy is granted;

(~~6~~5) Driveway directional signs. Two directional signs per driveway which signs shall be located on a commercial parcel that has multiple driveways to ensure traffic safety. Each sign shall not exceed three square feet in sign area per face. The maximum height shall be three feet. If such sign area is to be illuminated, then a sign permit shall be obtained in accordance with the requirements of this article. Signs may be placed with a two-foot setback from the right-of-way provided that such signs meet all other applicable regulations and do not block visibility;

(~~7~~6) Flags. There shall be a maximum of one flagpole and three flags permitted on each zone lot. The height of the flagpole shall be no higher than 30 feet when in the required yard area, or the maximum allowable building height when in the buildable area, for the applicable zoning district. The maximum size of such flags shall be as follows: The maximum distance from top to bottom of any flag shall be 20 percent of the total height of the flagpole, or in the absence of a flagpole, 20 percent of the distance from the top of the flag or insignia to the ground;

(~~8~~7) Government signs. Nothing in this article shall be construed to prevent or limit the display of legal notices, warning, informational, directional, traffic or other such signs which are legally required or necessary for the essential functions of governmental agencies;

(~~9~~8) Interior signs which are displayed on the inside of a building and not visible from a public street;

(~~10~~9) Machinery signs. Signs incorporated on machinery, equipment, or vehicles, at the manufacturer's or distributor's level, which identify or advertise only the product or service dispensed by the machine, equipment, or vehicles, and signs customarily affixed to vending machines, newspaper racks, telephone booths, gasoline pumps, taxi cabs, buses, or other modes of general public transportation;

(11~~0~~) ~~Temporary~~ W~~w~~indow signs. Temporary window signs shall be allowed in RM-15, RFM-30, RFH-50, ~~and~~ CG, PR-MU Core and PR-MU Gulf Blvd zoning districts and on lots being used for public/semi-public uses. The maximum area of such signs in areas designated RFM-30, RFH-50, ~~and~~ CG, PR-MU Core and PR-MU Gulf Blvd and on lots being used for public/semi-public uses, shall be 25 percent of windowpane area or 100 square feet, whichever is less. In RM-15 zoning districts, the area of temporary window signs shall not exceed ~~2~~15 square feet;

~~(12) Lawn stake signs. Lawn stake signs with a maximum area of 60 square inches;~~

(11~~3~~) Temporary signs. Temporary signs with a maximum area of six square feet.

(13~~2~~) Lawn stake signs. Lawn stake signs with a maximum area of 60 square~~s~~ inches in RM-15 and RU-75;

SECTION 7. That section 73-40 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 73-40. General sign regulations.

(a) *General regulations.*

(1) Nothing in this article II is intended to in any way hinder the placement of non-commercial content on any legally permitted commercial sign.

(b) *Illumination.*

(1) Any sign having illumination must obtain a permit.

(2) The light from any illuminated sign shall be shaded, shielded or directed from adjoining residential and nonresidential parcels.

(3) No sign shall have blinking, flashing or fluttering lights or other illumination devices which have a changing light intensity, brightness, color or direction.

(4) No colored lights shall be used at any location or in any manner so as to be confused with or construed as traffic control devices.

(5) Neither the direct nor the reflected light from primary light sources shall create a traffic hazard to operators of motor vehicles on public thoroughfares.

(c) *Banners for new businesses.*

(1) *Definition.* New businesses shall be defined as a commercial activity legally located in a CG, RFH-50, or RFM-30 zoning district which occupies space previously occupied by another business or is the first business to occupy the site. Said occupation shall be within 30 days of the application of a temporary banner.

(2) *Number/duration.* Not more than one temporary banner may be granted for a new business and said banner may be displayed for a period not to exceed ~~45~~ 30 days.

(3) *Area.* The maximum allowed surface area shall be 90 square feet per banner, with a maximum allowed width of three feet. The area of temporary banners are not included in the calculation of the total maximum area allowed for attached or freestanding signs.

(4) *Location.* Banners shall be permitted only for licensed new businesses and shall be attached to the building structure or freestanding sign structure.

(d) *Banners for temporary events.*

(1) *Definition.* Temporary events shall be defined as a temporary activity associated with a lawfully permitted special event permit. ~~commercial business as the principal use on a developed site located in a CG, RFH-50 or RFM-30 zoning district~~.

(2) *Number.* Not more than one banner per developed site at any one time for a

period not to exceed 14 days each and not more than one temporary event per year.

(3) *Area.* The maximum allowed surface area shall be 90 square feet per banner, with a maximum allowed width of three feet. The area of temporary banners are not included in the calculation of the total maximum area allowed for attached or freestanding signs.

(4) *Location.* Banners shall be permitted only for temporary events as allowed in this subsection. Banners shall be attached to the building structure or freestanding sign structure.

(e) *Temporary signs.*

(1) Temporary signs shall be exempt from the permit requirements of this article, provided that all other applicable requirements of this article are met.

(2) A sign that otherwise requires a permit under this Code shall not be considered a temporary sign.

(3) Signs on vacant properties require documentation from the property owner authorizing the presence of the sign(s) on the property. This documentation must be submitted to the city prior to sign placement.

(4) Temporary signs may be placed on another sign or sign support at the property.

(5) Temporary signs may only be erected for ~~30 days except where otherwise regulated in this Section~~ the duration specified in Section 73-43.

(6) A temporary sign may not display lighting or illumination and must remain static.

(7) Common examples of temporary signs include, but are not limited to, grand opening, garage sale, real estate, open house, and election signs.

SECTION 8. That section 73-41 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 73-41. Signs specifically prohibited.

The following types of signs are expressly prohibited except as otherwise provided by this article:

(1) Abandoned signs;

(2) Animated signs, except indoor signs that are visible from 25 feet or greater from a window and other than those erected by government for public and safety notices;

(3) Festoons, searchlights, twirling signs, pennants, streamers, flashing signs, banners except as otherwise provided herein, balloons, and inflatable objects;

(4) Pavement markings, except for official traffic control markings as permitted by an authorized government agency or parking space numbers no greater than four (4) square feet in area per space, as approved by site plan in RM-15, RFM-30, RFH-50, CG, PR-MU Core, PR-MU Gulf Blvd., RO/S, I, and T/U

zoning districts;

(5) Portable signs;

(6) Off-site signs, including billboard signs;

(7) Roof signs, except integral roof signs in nonresidential zoning districts;

(8) Signs attached or painted to piers or seawalls, other than such official regulatory or warning signs as authorized by an appropriate government agency;

(9) Signs in or upon any river, bay or other body of water within the limits of the City of Treasure Island;

(10) Signs that are erected upon or project over public rights-of-way, including sidewalks, except government signs or as otherwise provided by this article;

(11) Signs that emit audible sound, vapor, smoke, odor, particles, or gaseous matter;

(12) Signs that have unshielded illuminated devices that produce glare or are a hazard or nuisance to motorists, vessel operators, or occupants of adjacent properties;

(13) Signs that imitate or resemble official traffic or government signs and signals~~;~~ including those identified in the Manual on Uniform Traffic Control Devices (MUTCD);

(14) Signs that move, revolve, twirl, rotate, flash, including animated signs, multi-prism signs and beacon lights, except when required by the Federal Aviation Administration or other governmental agency.;

(15) Signs that obstruct, conceal, hide, or otherwise obscure from view any official traffic or government sign, signal or device;

(16) Snipe signs;

(17) Temporary window signs in single-family residential zoning districts;

(18) Vehicle signs or trailers signs

(19) Any sign which obstructs any firefighting equipment or presents a fire hazard;

(20) Any sign which obstructs any window, door, or opening used as a means of ingress and egress required for fire escape purposes;

(21) Any sign which presents a potential traffic or pedestrian hazard, including signs which obstruct visibility;

(22) Lit signs in violation of standards and definitions of chapter 72, article V, coastal lighting standards;

(23) Signs prohibited by state or federal law;

(24~~3~~) Any sign that is not specifically described or enumerated as permitted by this article.

SECTION 9. That section 73-42 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 73-42. Computation of dimensions.

(a) *Computation of total permitted sign area.*

(1) The permitted sign area for freestanding signs shall be based upon one square foot in RFM-30, ~~and~~ RFH-50, PR-MU Core, and PR-MU Gulf Blvd zoning districts and one-half square foot in CG zoning districts, for each linear foot of zone lot frontage, up to a maximum amount as established in section 73-43.

(2) The permitted sign area for attached signs shall be based upon one square foot for each linear foot of building frontage, up to a maximum amount as established in section 73-43.

(3) Zone lots fronting two or more streets are allowed the permitted signage for each frontage, but signage cannot be accumulated and used on one street in excess of that allowed for the zone lot based on that one street frontage.

(b) *Computation of sign area.*

(1) The area of a sign shall be computed on the basis of the smallest square, circle, rectangle, other geometric figure, or combination thereof, that will encompass the extreme limits of the writing, representation, emblem, lighting, or other display, together with any material, color, or border trim forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed. The computation of a sign area does not include any framework, bracing, fence or wall that is reasonably necessary to support the sign.

(2) The area of a sign shall be computed on a per sign face basis and all requirements with respect to sign area reference the area of a single face of a sign. A double-faced sign shall be permitted to have the allowed area for a single-faced sign on each of the two faces of the double-faced sign.

(c) *Computation of sign height.* The height of a freestanding sign shall be computed as the distance from the base of the sign at ground level to the top of any portion of the sign structure. In cases where the ground level cannot reasonably be determined, sign height shall be derived on the assumption that the elevation of the ground at the base of the sign is equal to the average elevation at the front property line of the zone lot. In the case where a freestanding sign is on a parcel contiguous to an overpass or elevated road/bridge (excluding service roads) from which the sign is designed to be viewed, the height of the sign shall be measured from the highest point of the overpass or elevated road at the crown of the roadway surface to the top of the sign, the highest point to be determined by the average elevation between the perpendicular extension of the contiguous zone lot lines on which the sign is to be located, as such lot lines intersect the overpass or elevated road (see illustration in the appendix to this chapter). Any sign erector who requests to use this calculation

for height determination shall provide to the building official sufficient information in the form of surveys, engineered drawings, official roadway elevation data and other official documentation to allow accurate determination of roadway heights. No permit shall be issued where insufficient information is provided.

(d) *Computation of visual clearance and sight triangle.* The visual clearance and sight triangle, to assure adequate sign distance at the intersection of two public roadways and at the intersection of a public roadway and an accessway or driveway, shall follow the criteria of the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways for frontage on Gulf Boulevard or the visibility triangle required in Chapter 68 of the Land Development Regulations for all other streets ~~criteria otherwise specified by the city building official~~.

(e) *Computation of sign dimensions.* The computation of sign dimensions shall be as set forth herein and depicted in the appropriate figure delineating same in the appendix to this chapter.

SECTION 10. That section 73-43 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 73-43. Permitted signs and standards by zoning districts.

(a) *Purpose and procedure.* It is the intent of this section to regulate signs consistent with the zoning district or general type of land usage which establishes the character of the area in which the signs are located.

P = Permitted	Residential		Non-Residential							Mixed-Use	
	RU-75	RM-15	RFM-30	RFH-50	CG	R/OS	P	T/U	I	PR-MU Core	PR-MU Gulf Blvd.
Subdivision Signs (Single-family)	P	P									
Multifamily Signs	P	P									
Temporary Signs	P	P	P	P	P	P	P	P	P	P	P
Home Occupation	P	P									
Lawn Stake Signs	P	P									
Freestanding Signs			P	P	P	P	P	P	P	P*	P*
Theater/Movie House Signs			P	P	P					P	P
Flags			P	P	P						

Attached Signs			P	P	P	P	P	P	P	P	P
Charter Boat Businesses			P	P	P					P	P
Restaurant and Commercial Businesses on Waterways Attached Sign			P	P	P					P	P
Directory Sign										P	P
City Wayfinding Signs										P	P
Gasoline Price Display Signs										P	P

* Freestanding signs permitted only where the primary use is a parking lot.

(b) *Permitted signs in residential zoning districts, RM-15 and RU-75 zoning districts.* The following types of signs are permitted in any residential zoning district:

(1) Subdivision signs for single-family residential areas shall be permitted only as follows:

a. *Number.* A maximum of one sign is permitted for each platted subdivision or property entrance.

b. *Area.* The maximum area shall be 24 square feet per sign face.

c. *Height.* The maximum height for a freestanding sign is six feet.

d. *Setbacks.* No front setback is required and the side and rear setbacks of the zoning district shall apply, provided a safe sight distance clearance is maintained. Such safe sight distance shall be determined by the city building official pursuant to subsection 73-42(d).

(2) Subdivision signs for multifamily residential areas shall be permitted only as follows:

a. *Number.* A maximum of one sign is permitted for each platted subdivision or property entrance.

b. *Area.* The maximum area shall be 24 square feet per sign face.

c. *Height.* The maximum height for a freestanding sign is eight feet.

d. *Setbacks.* No front setback is required and the side and rear setbacks of the zoning district shall apply, provided a safe sight distance clearance is maintained. Such safe sight distance shall be determined by the city building official pursuant to subsection 73-42(d).

(3) Temporary signs shall be permitted only as follows:

a. *Area.* One such sign is permitted and the maximum area shall be six square feet per sign face.

b. *Location and duration.* Such sign shall be located on the property for no longer than 60 days.

(4) Zone lots with an accessory use of home occupation shall be permitted a sign only as follows:

a. *Number.* A maximum of one attached sign is permitted.

b. *Area.* The maximum area of the sign shall be one square foot per sign face in single-family residential zoning districts, and three square feet per sign face in other zoning districts.

(5) Residential nameplates shall be permitted only as follows:

a. *Number.* A maximum of one attached sign is permitted.

b. *Area.* The maximum area of the sign shall be two square feet per sign face.

(6) Lawn stake signs.

a. *Number.* A maximum of one attached sign is permitted.

b. *Area.* The maximum area of the sign shall be 60 square inches per sign face in single-family residential zoning districts.

(c) *Permitted signs utilized for public/semi-public uses.* The following types of signs are permitted on sites containing an authorized public/semi-public zoning district.

(1) Freestanding signs shall be permitted only as follows:

a. *A maximum of one sign per zone lot is permitted.* One additional sign which is used as a bulletin board for public/semi-public use is permitted per subsection (c)(1)b.

b. *Area.* The total maximum area for any freestanding sign or signs shall be that area calculated according to subsections 73-42(a) and (b), or 48 square feet per sign face, whichever is less. An additional 48 square feet may be provided for a bulletin board.

c. *Height.* The maximum height for a freestanding sign shall be 12 feet.

d. *Setbacks.* Setbacks shall be three feet from any public right-of-way. Side and rear yards shall be as required by the zoning district where the sign is located. Additional setbacks may be required when determined appropriate per subsection 73-42(d).

e. Additional freestanding signs allowed located at a lot where the primary use is a parking lot are only permitted as follows:

1. A free standing sign is permitted at each entrance of the parking lot, so long as the sign is placed outside the visibility triangle, no large than 12 square feet of area per sign face, maximum height of five feet tall, and set

back at least three feet from any public right of way.

2. A freestanding sign is permitted at one sign per 10 spaces of the parking lot, so long as the sign is placed at the top of the parking space, no large than three square feet of area per sign face, maximum height of nine feet tall, and located within the buildable setback.

3. Specific signage required by pursuant to F.S. §§ 715.075 & 715.07.

(2) Attached signs shall be permitted only as follows:

a. *Area.* The maximum total area for all attached signs shall be that area calculated according to subsections 73-42(a) and (b) or 48 square feet, whichever is less. An additional 48 square feet may be provided for a bulletin board.

b. *Permitted types.* The following attached signs may be permitted, provided the cumulative area of the attached signs does not exceed the maximum area according to subsection (c)(2)a.:

1. Wall sign;
2. Integral roof signs;
3. Canopy or awning sign; and
4. Permanent window sign.

(3) Temporary signs shall be permitted only as follows:

a. *Area.* One such sign is permitted and the maximum area shall be six square feet per sign face.

b. *Location and duration.* Such sign shall be located on the property for no longer than 60 days.

(d) Signs permitted in the RFM-30, RFH-50, and CG zoning districts. When located within the RFM-30, RFH-50, and CG zoning districts, only the following signs may be permitted:

(1) Freestanding signs shall be permitted only as follows:

a. *Number.* A maximum of one sign per zone lot is permitted.

b. *Area.* The total maximum area for any freestanding sign or signs shall be that area calculated according to subsections 73-42(a) and (b); or 50 square feet per sign face in a CG zoning district, or 150 square feet per sign face in an RFM-30 and RFH-50 zoning district; whichever is less.

c. *Height.* The maximum height for any freestanding sign is 15 feet on a lot containing a one-story building, and 25 feet on a lot containing a two or more story building.

d. *Setbacks.* Side and rear 20 percent of the width or depth of the lot up to

20 feet when abutting residential property. No side or rear setback is required when abutting nonresidential property. Additional setbacks may be required when determined appropriate per subsection 73-42(d).

e. Additional freestanding signs allowed located at a lot where the primary use is a parking lot are only permitted as follows:

1. A free standing sign is permitted at each entrance of the parking lot, so long as the sign is placed outside the visibility triangle, no large than 12 square feet of area per sign face, maximum height of five feet tall, and set back at least three feet from any public right of way.

2. A freestanding sign is permitted at one sign per 10 spaces of the parking lot, so long as the sign is placed at the top of the parking space, no large than three square feet of area per sign face, maximum height of nine feet tall, and located within the buildable setback.

3. Specific signage required by pursuant to F.S. §§ 715.075 & 715.07.

(2) Signs located at theater/movie houses. An additional 75 square feet of area shall be permitted for signs.

(3) Flags. Flags shall be part of the computation of the allowable area for freestanding signs, unless otherwise provided in this article.

(4) Attached signs shall be permitted only as follows:

a. *Area.* The total maximum area for all attached signs shall be that area calculated according to subsections 73-42(a) and (b), or 150 square feet, whichever is less.

b. *Permitted types.* The following attached signs may be permitted, provided the cumulative area of the attached signs does not exceed the maximum area according to subsection (d)(2)a.:

1. Wall sign;

2. Integral roof signs;

3. Canopy or awning sign; and

4. Permanent window sign.

(5) Signs located at theater/movie houses. An additional 75 square feet of area shall be permitted for signs.

(6) Charter boat businesses. Charter boat businesses may have a single-faced identification sign, not exceeding six square feet, permanently affixed to a commercial dock. No more than one sign per slip.

(7) Restaurants and other commercial activities having frontage on the waterways, Gulf of Mexico or public beach. Restaurants and other commercial activities having frontage on the waterways, Gulf of Mexico or

public beach may have an attached sign on the waterfront. Such sign shall not exceed 25 percent of the maximum allowable street-front attached signage for those lots abutting a waterway equal to or less than 200 feet wide, and 50 percent of the maximum allowable street-front attached signage for those lots abutting a waterway greater than 200 feet wide. Such signs shall not be illuminated.

(8) Temporary signs shall be permitted as follows:

a. *Area.* One such sign is permitted and the maximum area shall be six square feet per sign face.

b. *Location and duration.* Such sign shall be located on the property for no longer than 60 days.

(9) Gasoline price display signs. The maximum area for all gasoline price display signs shall total no more than 24 square feet per sign face, unless as otherwise provided by law.

(e) Signs permitted in the PR-MU Core and PR-MU Gulf Blvd. zoning districts. When located within the PR-MU Core and PR-MU Gulf Blvd. zoning districts, only the following signs may be permitted:

(1) Freestanding signs shall be permitted only as follows:

a. Signs located at a lot where the primary use is a parking lot:

1. A free standing sign is permitted at each entrance of the parking lot, so long as the sign is placed outside the visibility triangle, no large than 12 square feet of area per sign face, maximum height of five feet tall, and set back at least three feet from any public right of way.

2. A freestanding sign is permitted at one sign per 10 spaces of the parking lot, so long as the sign is placed at the top of the parking space, no large than three square feet of area per sign face, maximum height of nine feet tall, and located within the buildable setback.

3. Specific signage required by pursuant to F.S. §§ 715.075 & 715.07.

(2) Attached signs shall be permitted only as follows:

a. Area. The total maximum area for all attached signs shall be that area calculated according to subsections 73-42(a) and (b), or 150 square feet, whichever is less. One attached wall sign shall be allowed on the first floor level and shall not exceed 75 square feet in area and 16 feet in height. In the event the parcel contains a multi-tenant development, each individual business use may have one attached sign. One permanent wall or window sign shall be allowed on the second floor level and shall not exceed 50 square feet in area and 25 feet in height. In the event the parcel contains a multi-tenant

development on the second floor level, each individual business use may have one attached sign. The thickness of the projecting sign shall not exceed two inches, the height of the projecting sign shall not exceed 12 inches in height, and the width of the principal faces of any projecting sign shall not exceed 36 inches.

b. Permitted types. The following attached signs may be permitted, provided the cumulative area of the attached signs does not exceed the maximum area according to subsection (d)(2)a.:

1. Wall sign;

2. Window sign;

3. Integral roof signs;

4. Canopy or awning sign; and

5. Permanent window sign.

c. Location. The bottom of any sign projecting from a building structure shall be no less than ten feet above the higher of natural or finished grade at any point.

d. All signs erected within the district or now existing in the district shall comply with all other provisions of this section (including total sign area limits) and the Florida Building Code as to safety, except as is otherwise specifically accepted or modified.

(3) Directory Sign in Multi-tenant Buildings. - Directory signs may assist in directing patrons to individual shops of a multi-tenant building by providing the names of tenants and businesses, and suite or address number: Up to two directory signs may be permitted on each multiuse/multi-tenant building, Directory signs should be limited to approximately 12 square feet in size, and lettering should not exceed a maximum of six inches in height, directory signs may be affixed to the building façade or freestanding on private property within the dining or outside display zones.

(4) Additional Sign Prohibition. No private signage is permitted on public property without prior approval of the city commission. Any sign projecting into the airspace of the public right-of-way without prior approval of the city commission shall be removed with no right of compensation to the owner or tenant for such removal.

(5) Signage in the public right-of-way. Should the city choose to install way-finding signs, those may be placed in the public right-of-way.

(6) Signs located at theater/movie houses. An additional 75 square feet of area shall be permitted for signs.

(7) Charter boat businesses. Charter boat businesses may have a single-faced identification sign, not exceeding six square feet, permanently affixed to a commercial dock. No more than one sign per slip.

(8) Restaurants and other commercial activities having frontage on the waterways, Gulf of Mexico or public beach. Restaurants and other commercial activities having frontage on the waterways, Gulf of Mexico or public beach may have an attached sign on the waterfront. Such sign shall not exceed 25 percent of the maximum allowable street-front attached signage for those lots abutting a waterway equal to or less than 200 feet wide, and 50 percent of the maximum allowable street-front attached signage for those lots abutting a waterway greater than 200 feet wide. Such signs shall not be illuminated.

(9) Temporary signs shall be permitted as follows:

a. Area. One such sign is permitted and the maximum area shall be six square feet per sign face.

b. Location and duration. Such sign shall be located on the property for no longer than 60 days.

(10) Gasoline price display signs. The maximum area for all gasoline price display signs shall total no more than 24 square feet per sign face, unless as otherwise provided by law.

SECTION 11. That new section 73-45 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby created to read as follows:

Sec. 73-45. Vintage signs.

Vintage signs as defined above are understood to contribute to not only the historic character of the city but also contribute to the overall community aesthetic that supports an old Florida charm. Vintage signs are understood to include those signs that have been constructed (existing) greater than fifty (50) years or those identified on a federal or state historic database. Signs that meet the adopted criteria are understood to not automatically qualify as a Vintage historic sign but may be designated as a Vintage sign if the sign meets (a) below.

(a) Applications for the designation of vintage signs shall be reviewed and approved by the planning and zoning board at a public hearing in accordance with the following criteria:

1. The sign must be a least 50 years old at the time of application; and

2. The sign is in good structural and working condition; and

3. The sign meets two or more of the following criteria:

(a) The sign is one that demonstrates a past style of architecture; an example of technology, craftsmanship or design of the period when it was constructed, (e.g. satellite signs, roto-spheres, donut signs, clock signs, paint can signs, opal glass signs, retro pole signs, neon signs, character signs, etc.).

(b) The sign uses historic sign materials or means of illumination (e.g. exposed integral incandescent lighting, or exposed neon lighting).

(c) The sign has retained the majority of its character-defining features (i.e. materials, technologies, structure, colors, shapes, symbols, text, typography, and/or artwork) that have historical significance, are integral to the overall sign design, or convey historical or regional context.

(d) The sign exemplifies the cultural, economic, and historic heritage of the city.

(e) The sign exhibits aesthetic quality, creativity or innovation.

(f) The sign is unique, was originally associated with a local business or local or regional chain, there is academic research, including, but not limited to, sign industry journals, articles or books to support its significance, or it is a surviving example of a once common sign type that is no longer common.

(b) Signs which have been deemed to meet the above criteria may be relocated on the same property(s) subject to applicable building permit and or site plan requirements as applicable.

(c) If character-defining features have been altered or removed, the majority of these features shall be restored to their historic function and appearance upon designation of the sign as vintage.

(d) An applicant may appeal the planning and zoning board decision to the city commission by filing a notice of appeal with the city clerk within 30 days of written rendition of the decision.

(e) The repair or renovation of such signs shall meet the following requirements:

a. Replacement of missing architectural elements should be based on accurate duplications of original features.

b. In the event replacement is necessary, the new material should match that being replaced in design, texture, and other visual qualities.

c. The design should be substantiated by physical and/or pictorial evidence, whenever feasible.

d. Approval and final determination from the City Manager.

SECTION 12. That the Appendix to Chapter 73 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

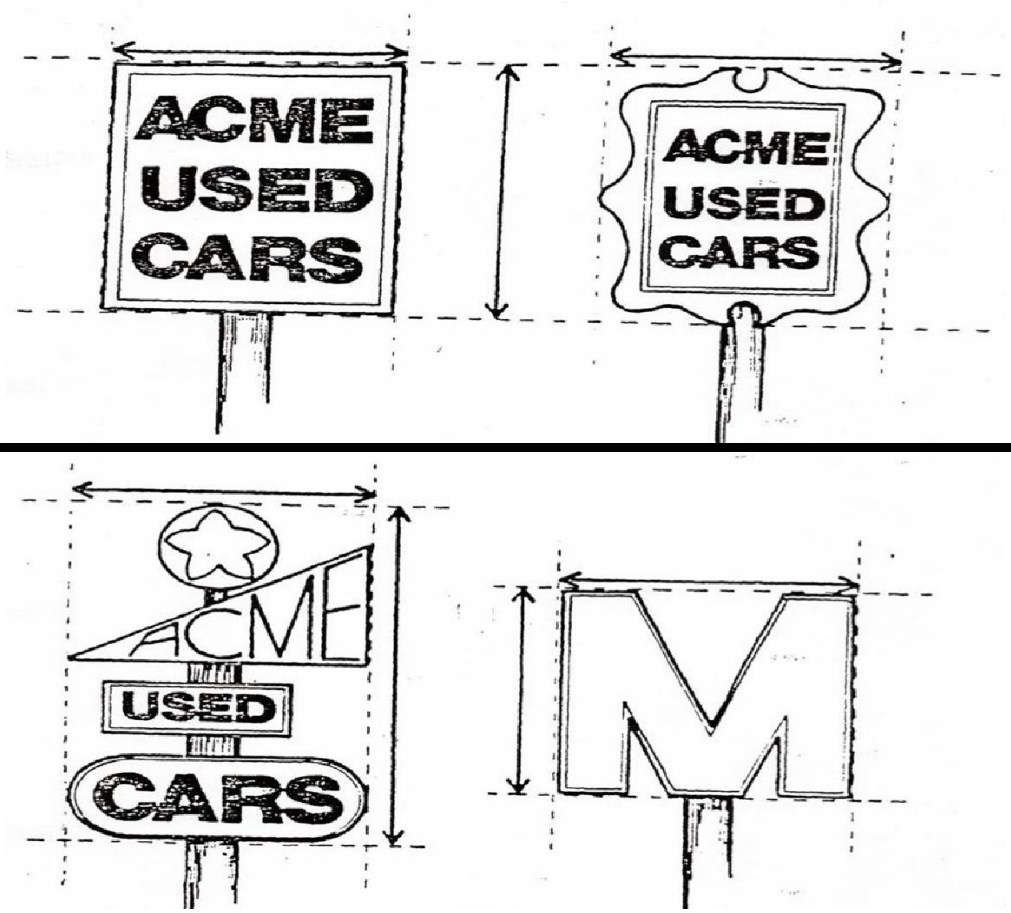
APPENDIX

Except where otherwise provided, the illustrations in this Appendix are for purposes of interpreting the application of provisions of this chapter. Where found to be in conflict with specific provisions of this chapter, the provisions of this chapter shall prevail.

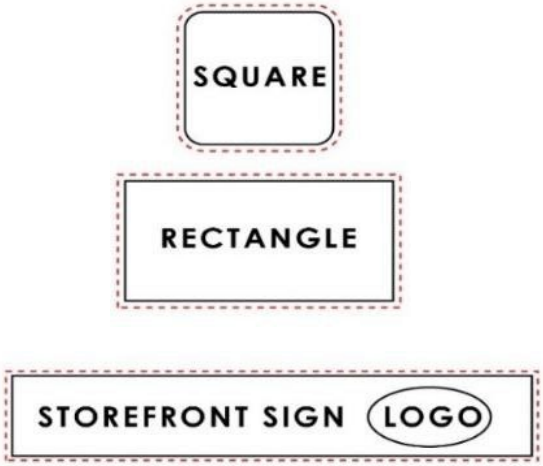
Window Sign



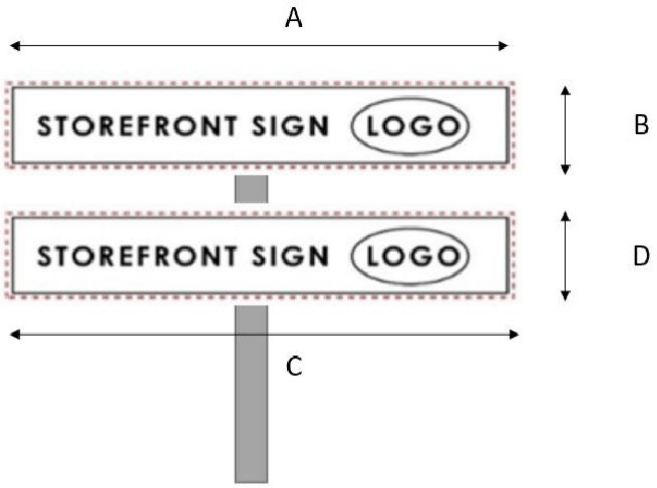

A
TENANT SIGNAGE
B
C



Computation of Area of Individual Signs



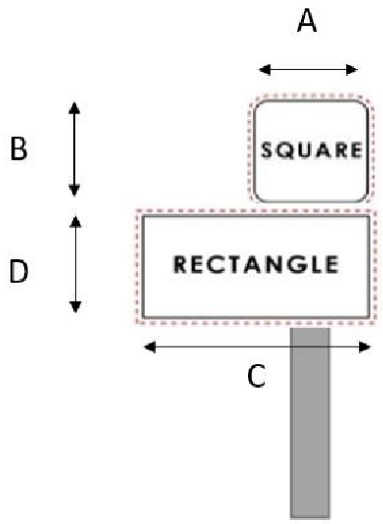
Sign Area Calculation for Multiple Signs on Single Pole



Total Sign Surface Area =

(A)(B) + (C)(D)

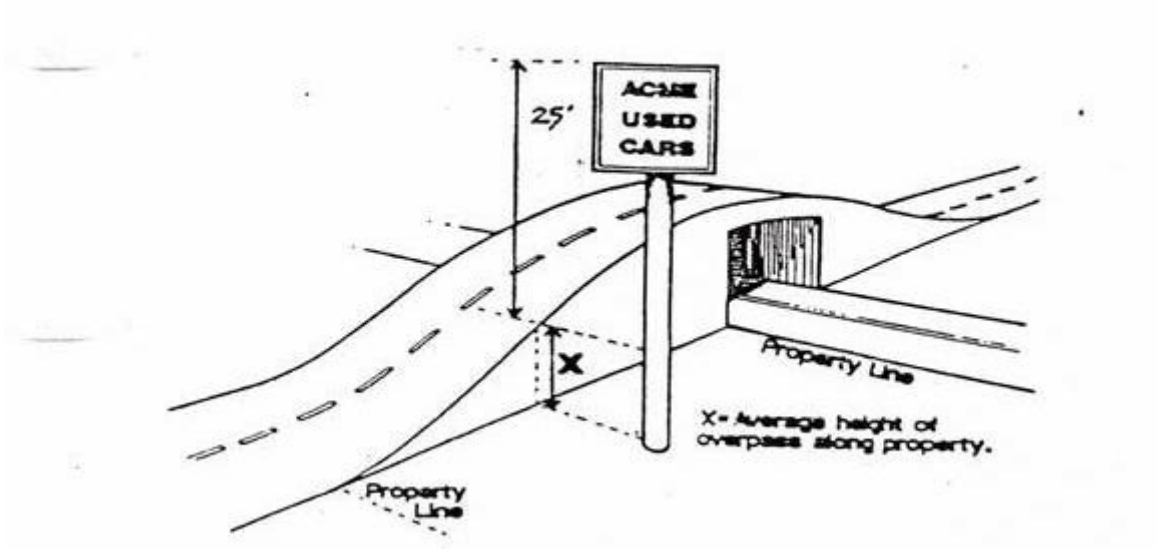
Sign Area Calculation for Multiple Signs on Single Pole

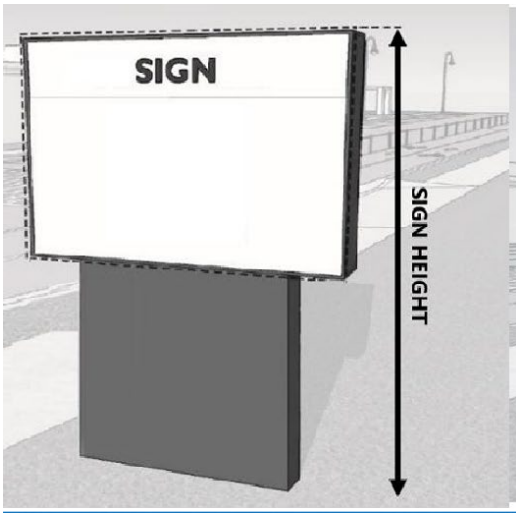


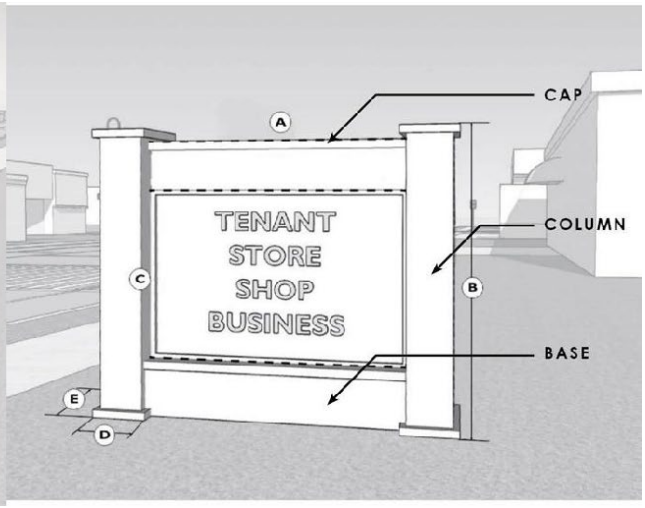
Total Sign Surface Area =

(A)(B) + (C)(D)

~~Computation of~~ Sign Height



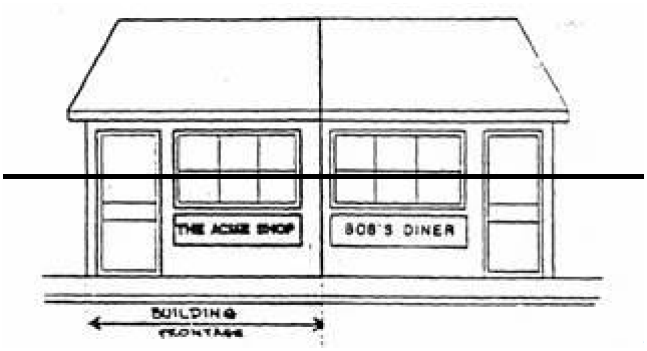


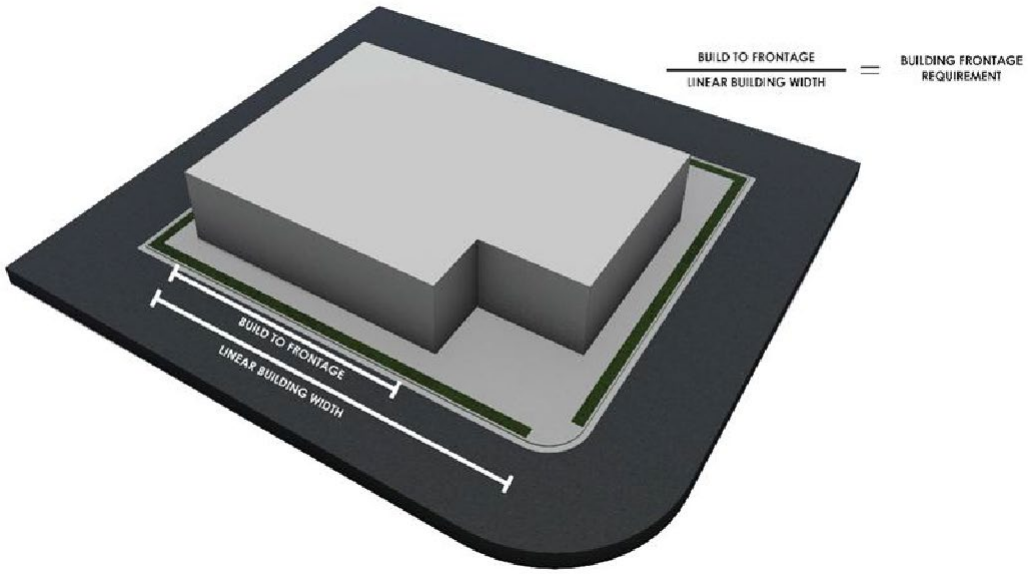


Frontage



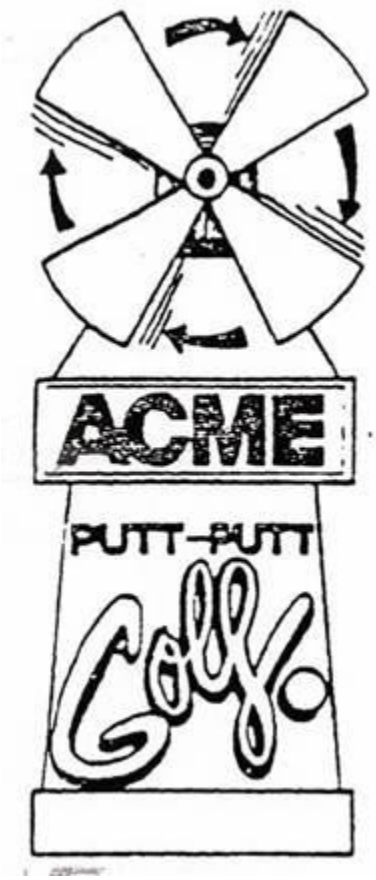
Building Frontage



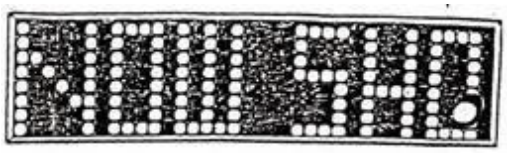


Pennant

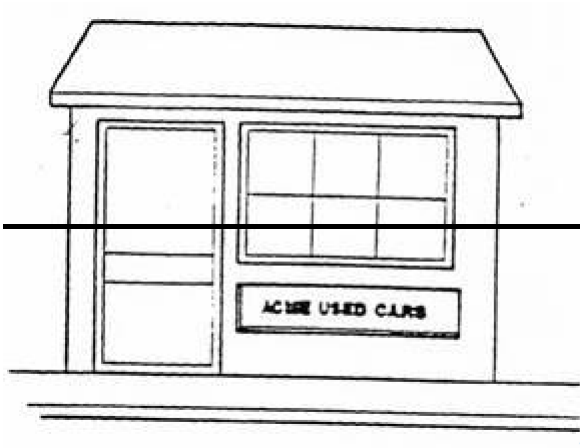




Animated Signs

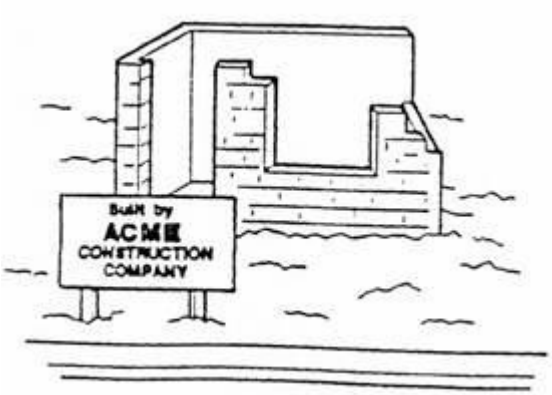


Attached Signs





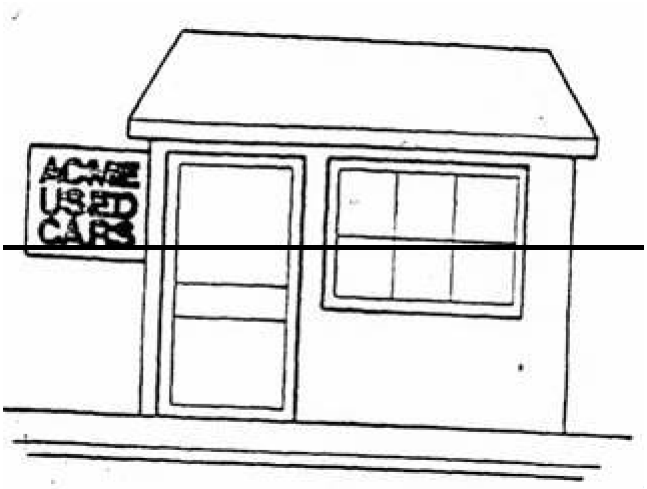
Construction Sign



Off-Premises Signs



Projecting Sign







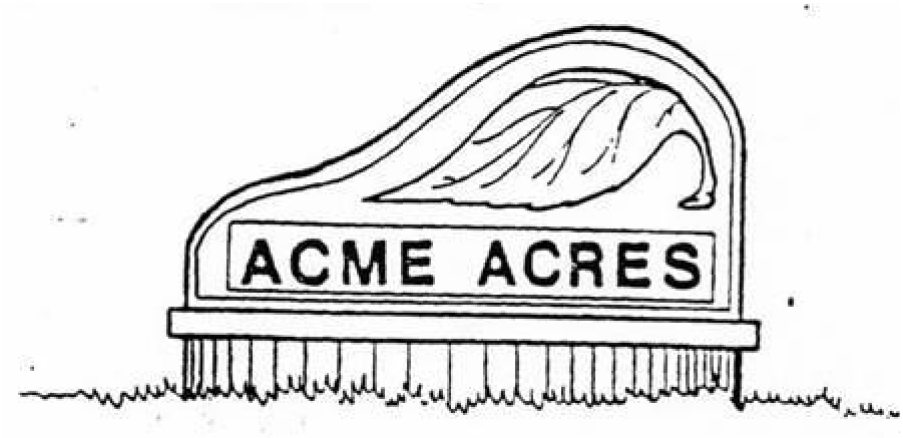
Roof Sign



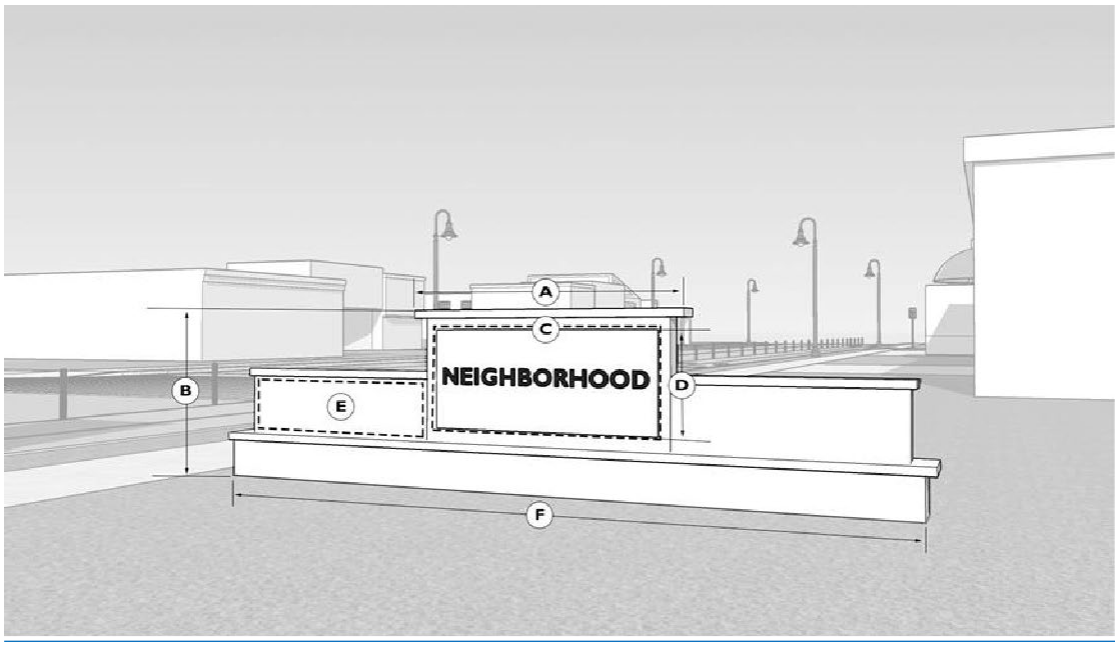
Snipe Sign



Subdivision Sign







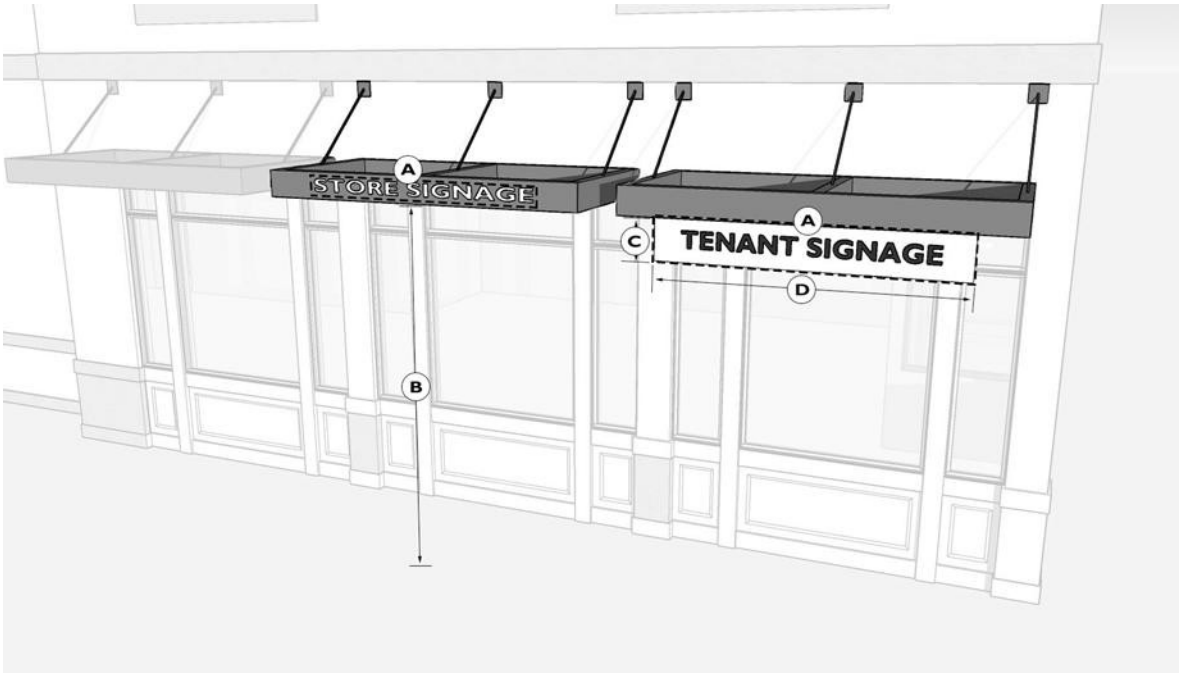
Vehicle Sign



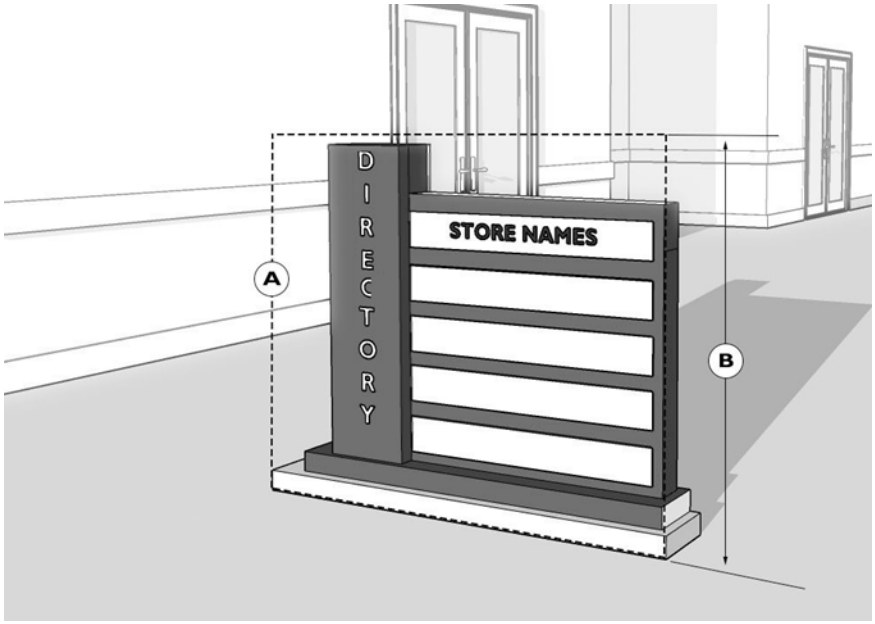
Wall Sign



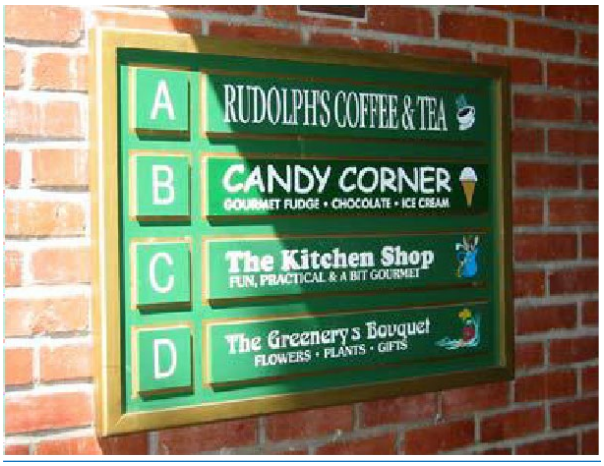
Canopy or Awning Sign



Freestanding Directory Sign



Attached Directory Sign



SECTION 13. SEVERABILITY.
It is the intention of the City Commission that each provision hereof be considered severable, and, if any section, subsection, sentence, or provision of this ordinance is held invalid, the remainder of the Ordinance shall not be affected.

SECTION 14. CONFLICT.
All ordinance or portions of ordinances in conflict with or inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 15. CODIFICATION.
Sections 2 through Section 12 of this Ordinance shall be codified in the Code of Ordinances for the City of Treasure Island, Florida. The codifier is authorized to renumber or reclassify such other provision of the Code of Ordinance to accomplish such intention. The codifier is also authorized to make editorial changes not affecting the substance of this Ordinance in the substitution of article, ordinance, section, paragraph, or such other appropriate word or phrase in order to accomplish such intention.

SECTION 16. EFFECTIVE DATE.
This ordinance shall take effect immediately upon its final passage.

FIRST READING and PUBLIC HEARING on the ____ day of _____, 2025.

SECOND READING and PUBLIC HEARING on the ____ day of _____, 2025.

PUBLISHED in the Tampa Bay Times on the ____ day of _____, 2025.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the ____ day of _____, 2025 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST:

_____
Lisa-Marie Kennedy, City Clerk

Approved as to form:

_____
Anthony Sabatini, City Attorney

LOCAL PLANNING AGENCY
RESOLUTION NO. 2025-04

A RECOMMENDATION TO THE CITY OF TREASURE ISLAND CITY COMMISSION FOR THE APPROVAL OF AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 73 "SIGNS" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES BY REVISING SECTION 73-31 "PURPOSE AND INTENT" IN ORDER TO INCLUDE VINTAGE SIGNS, REMOVE DUPLICATION, AND CLARIFY THE INCLUSION OF GRAPHICS; TO AMEND SECTION 73-32 "DEFINITIONS"; TO AMEND SECTION 73-33 TO INCLUDE REDEVELOPMENT AND TEMPORARY SIGNS; TO AMEND SECTION 73-34 TO CLARIFY THAT REGULATION OF SIGNS BY STATE AND FEDERAL LAW SUPERSEDE LOCAL REGULATIONS; TO AMEND SECTION 73-36 "SIGN PERMIT EXEMPTIONS" TO CLARIFY ADDRESS NUMBER REQUIREMENTS AND THE DEFINITION OF ARTWORK, ALLOW SIGNAGE ON CONSTRUCTION LINERS ON FENCES, TO EXEMPT WINDOW SIGNS IN THE PR-MU CORE AND PR-MU GULF BLVD DISTRICTS, AND TO PROVIDE FOR AN EXEMPTION TO LAWN STAKE SIGNS IN THE RM-15 AND RU-75 ZONING DISTRICTS ; TO REVISE SECTION 73-40 "GENERAL SIGN REQUIREMENTS" TO CLARIFY THE DEFINITION OF A SPECIAL EVENT; TO REVISE SECTION 73-41 "SIGNS SPECIFICALLY PROHIBITED" TO ALLOW FOR PAVEMENT MARKINGS, TO CLARIFY THE DEFINITION OF GOVERNMENT SIGNS, TO INCLUDE SIGNS THAT ARE PROHIBITED BY STATE OR FEDERAL LAW; TO AMEND SECTION 73-42 "COMPUTATION OF DIMENSIONS" TO INCLUDE THE PR-MU CORE AND PR-MU GULF BLVD ZONING DISTRICTS; TO AMEND SECTION 73-43 "PERMITTED SIGNS AND STANDARDS BY ZONING DISTRICT" TO INCLUDE A MATRIX OF WHICH SIGNS ARE ALLOWED IN EACH ZONING DISTRICT, TO ADD FREESTANDING SIGNS WHERE THE PRIMARY USE IS A PARKING LOT IN PUBLIC/SEMI PUBLIC USES, IN RFM-30, RFH-50,CG, PR-MU CORE AND PR-MU GULF BLVD ZONING DISTRICTS AND TO RELOCATE THE REQUIREMENTS FOR SIGNS FROM SECTION 68-410.68 "SIGNAGE" TO SECTION 73-43; TO ADD A NEW SECTION 73-45 "VINTAGE SIGNS" TO OUTLINE THE CRITERIA FOR CONSIDERATION AND THE PROCESS; TO UPDATE THE APPENDIX WITH NEW

GRAPHICS AND REMOVE SOME OF THE OUTDATED GRAPHICS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Section 163.3174, Fla. Stat., provides for the establishment of a "local planning agency"; and

WHEREAS, Section 163.3174, Fla. Stat., describes the duties and responsibilities of a Local Planning Agency, which include preparing and making recommendations of comprehensive plan amendments and proposed land development regulation amendments; and

WHEREAS, on July 24, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, reviewed the proposed amendments provided herein and found the amendments consistent with the Treasure Island Comprehensive Plan and its elements; and

WHEREAS, on July 24, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, held a public hearing on Ordinance 2025-14 amending Chapter 73, Signs and Advertising and has considered the information received at said public hearing; and

WHEREAS, on July 24, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, recommended approval of Ordinance 2025-14 to the City Commission; and

NOW, THEREFORE, BE IT RESOLVED by the Local Planning Agency of the City of Treasure Island, Florida, in a public meeting assembled:

The City of Treasure Island Local Planning Agency hereby transmits to the City Commission the proposed amendments to the Land Development Regulations, as set forth in Exhibit "A", Ordinance 2025-14, with the recommendation to approve said amendments.

PASSED AND DULY ADOPTED BY THE CITY OF TREASURE ISLAND LOCAL PLANNING AGENCY, 24th Day of July 2025.

TREASURE ISLAND LOCAL PLANNING AGENCY

Richard Harris, Chair
Local Planning Agency

07-25-2025
Date

City of Treasure Island
Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE 2025-14

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 73 "SIGNS" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES BY REVISING SECTION 73-31 "PURPOSE AND INTENT" IN ORDER TO INCLUDE VINTAGE SIGNS, REMOVE DUPLICATION, AND CLARIFY THE INCLUSION OF GRAPHICS; TO AMEND SECTION 73-32 "DEFINITIONS"; TO AMEND SECTION 73-33 TO INCLUDE REDEVELOPMENT AND TEMPORARY SIGNS; TO AMEND SECTION 73-34 TO CLARIFY THAT REGULATION OF SIGNS BY STATE AND FEDERAL LAW SUPERSEDE LOCAL REGULATIONS; TO AMEND SECTION 73-36 "SIGN PERMIT EXEMPTIONS" TO CLARIFY ADDRESS NUMBER REQUIREMENTS AND THE DEFINITION OF ARTWORK, ALLOW SIGNAGE ON CONSTRUCTION LINERS ON FENCES, TO EXEMPT WINDOW SIGNS IN THE PR-MU CORE AND PR-MU GULF BLVD DISTRICTS, AND TO PROVIDE FOR AN EXEMPTION TO LAWN STAKE SIGNS IN THE RM-15 AND RU-75 ZONING DISTRICTS ; TO REVISE SECTION 73-40 "GENERAL SIGN REQUIREMENTS" TO CLARIFY THE DEFINITION OF A SPECIAL EVENT; TO REVISE SECTION 73-41 "SIGNS SPECIFICALLY PROHIBITED" TO ALLOW FOR PAVEMENT MARKINGS, TO CLARIFY THE DEFINITION OF GOVERNMENT SIGNS, TO INCLUDE SIGNS THAT ARE PROHIBITED BY STATE OR FEDERAL LAW; TO AMEND SECTION 73-42 "COMPUTATION OF DIMENSIONS" TO INCLUDE THE PR-MU CORE AND PR-MU GULF BLVD ZONING DISTRICTS; TO AMEND SECTION 73-43 "PERMITTED SIGNS AND STANDARDS

BY ZONING DISTRICT" TO INCLUDE A MATRIX OF WHICH SIGNS ARE ALLOWED IN EACH ZONING DISTRICT, TO ADD FREESTANDING SIGNS WHERE THE PRIMARY USE IS A PARKING LOT IN PUBLIC/SEMI PUBLIC USES, IN RFM-30, RFH-50,CG, PR-MU CORE AND PR-MU GULF BLVD ZONING DISTRICTS AND TO RELOCATE THE REQUIREMENTS FOR SIGNS FROM SECTION 68-410.68 "SIGNAGE" TO SECTION 73-43; TO ADD A NEW SECTION 73-45 "VINTAGE SIGNS" TO OUTLINE THE CRITERIA FOR CONSIDERATION AND THE PROCESS; TO UPDATE THE APPENDIX WITH NEW GRAPHICS AND REMOVE SOME OF THE OUTDATED GRAPHICS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by section 166.041(4), Florida Statutes, for the proposed ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Development orders and development permits, as those terms are defined in section 163.3164, Florida Statutes, and development agreements, as authorized by the Florida Local Government Development Agreement Act under sections 163.3220-163.3243, Florida Statutes;
  b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City;
  c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s).

N/A

Question 3. If there is no applicable exception, proceed with completing the below Business Impact Estimate. This Business Impact Estimate may be revised following its initial posting. In accordance, the City hereby publishes the following information:

A. Summary of the proposed ordinance (must include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals and welfare of the City):
B.

The proposed Ordinance No. 2025-14 aims to amend Chapter 73 to revise the regulations regarding signage within the City of Treasure Island.

(1) The ordinance seeks to encourage the effective use of signs as a means of communication in the city
(2) Foster a good visual environment and enhance the economic well-being of the community
(3) Preserve the aesthetic, natural, and historical qualities of the community contribute to the safe movement of traffic by controlling the excessive height, area, and bulk of signs, as well as certain types and lighting of signs which can distract the attention of pedestrians and motorists so as to constitute hazards to traffic safety
(4) Encourage creativity and allow sufficient conveyance of a message, control the use of signs determined to be detrimental to the aesthetic sense and welfare of the community
(5) Regulate signs in a manner so as not to interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians, and encourage signs appropriate to the zoning district in which they are located and consistent with the category of use to which they pertain.
(6) Make the code clearer and easier to use.
(7) Provide a new option to an owner to retain a vintage sign which may be nonconforming.
(8) Provide new options for parking lot signage.

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

Impact to private, for-profit business, is anticipated to have positive impact by allowing the preservation of vintage signage and allowing new types of signage for standalone parking lots. In addition the code has been clarified for ease of use.

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

Cost is limited to material limitations to maintain vintage signage over time. Costs for parking lot signage, other than that required to comply with State and Federal law is voluntary and not required.

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

No new fee or charge proposed by this ordinance.

(3) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

Any repair work on a sign of a structural nature shall require a separate permit. Simple, non-structural maintenance of a sign shall not require a permit. The city's projected revenue impact is neutral.

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3):

None anticipated.

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance:

Less than ten businesses would have what could be designated as vintage signs.

Multiple private standalone parking lots will have access to additional signage options.

D. Additional information the governing body deems useful (if any):

NA

54232

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO, PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jes Bowling who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE 2025-14 was published in said newspaper by print in the issues of 09/17/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant Jesaca Bowling

Sworn to and subscribed before me this **09/17/2025**

Signature of Notary of Public

Personally known **X** or produced identification.

Type of identification produced _____

JEAN M MITOTES
Notary Public - State of FLORIDA
Commission # HH 577688
My Commission Expires July 31, 2028

LEGAL NOTICE

THE CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission of the City of Treasure Island, Florida shall hold second and final reading and public hearing on the following ordinance:

ORDINANCE 2025-14

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 73 "SIGNS" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES BY REVISING SECTION 73-31 "PURPOSE AND INTENT" IN ORDER TO INCLUDE VINTAGE SIGNS, REMOVE DUPLICATION, AND CLARIFY THE INCLUSION OF GRAPHICS; TO AMEND SECTION 73-32 "DEFINITIONS"; TO AMEND SECTION 73-33 TO INCLUDE REDEVELOPMENT AND TEMPORARY SIGNS; TO AMEND SECTION 73-34 TO CLARIFY THAT REGULATION OF SIGNS BY STATE AND FEDERAL LAW SUPERSEDE LOCAL REGULATIONS; TO AMEND SECTION 73-36 "SIGN PERMIT EXEMPTIONS" TO CLARIFY ADDRESS NUMBER REQUIREMENTS AND THE DEFINITION OF ARTWORK, ALLOW SIGNAGE ON CONSTRUCTION LINERS ON FENCES, TO EXEMPT WINDOW SIGNS IN THE PR-MU CORE AND PR-MU GULF BLVD DISTRICTS, AND TO PROVIDE FOR AN EXEMPTION TO LAWN STAKE SIGNS IN THE RM-15 AND RU-75 ZONING DISTRICTS ; TO REVISE SECTION 73-40 "GENERAL SIGN REQUIREMENTS" TO CLARIFY THE DEFINITION OF A SPECIAL EVENT; TO REVISE SECTION 73-41 "SIGNS SPECIFICALLY PROHIBITED" TO ALLOW FOR PAVEMENT MARKINGS, TO CLARIFY THE DEFINITION OF GOVERNMENT SIGNS, TO INCLUDE SIGNS THAT ARE PROHIBITED BY STATE OR FEDERAL LAW; TO AMEND SECTION 73-42 "COMPUTATION OF DIMENSIONS" TO INCLUDE THE PR-MU CORE AND PR-MU GULF BLVD ZONING DISTRICTS; TO AMEND SECTION 73-43 "PERMITTED SIGNS AND STANDARDS BY ZONING DISTRICT" TO INCLUDE A MATRIX OF WHICH SIGNS ARE ALLOWED IN EACH ZONING DISTRICT, TO ADD FREESTANDING SIGNS WHERE THE PRIMARY USE IS A PARKING LOT IN PUBLIC/SEMI PUBLIC USES, IN RFM-30, RFH-50,CG, PR-MU CORE AND PR-MU GULF BLVD ZONING DISTRICTS AND TO RELOCATE THE REQUIREMENTS FOR SIGNS FROM SECTION 68-410.68 "SIGNAGE" TO SECTION 73-43; TO ADD A NEW SECTION 73-45 "VINTAGE SIGNS" TO OUTLINE THE CRITERIA FOR CONSIDERATION AND THE PROCESS; TO UPDATE THE APPENDIX WITH NEW GRAPHICS AND REMOVE SOME OF THE OUTDATED GRAPHICS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

This ordinance will be considered on second reading and public hearing on Tuesday, October 7, 2025, at 6:00 PM in the Treasure Island City Hall Commission Chambers, 10451 Gulf Blvd, Treasure Island, Florida, 33706. Interested parties may appear at this hearing and be heard with respect to the proposed ordinance. Copies of the ordinance are available for inspection in the Office of the City Clerk located at Treasure Island City Hall, 10451 Gulf Blvd, Treasure Island, Florida, 33706, between the hours of 8:00 AM and 4:30 PM Monday through Friday.

Any person desiring to file an appeal to the action taken will need a record of the proceedings and for such purpose may be required to ensure a verbatim transcript is made. Said transcript shall include the testimony and evidence upon which the appeal is based and shall be made by the appellant at his or her expense.

The City maintains a video recording of all public hearings. In the event that you wish to appeal a decision, the video may or may not adequately ensure a verbatim record of the proceedings. Therefore, you may wish to provide a court reporter at your expense.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Clerk, City of Treasure Island, 10451 Gulf Blvd, Treasure Island, Florida 33706, (727) 547-4575, at least 7 days before your scheduled appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

Lisa-Marie Kennedy, City Clerk

9/17/2025 jb

54232-1

AGENDA ITEM NO. H.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 7, 2025
SUBMITTED BY:	Maryellen Edwards, Community Development
ITEM TYPE:	Ordinances
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Second and Final Reading of Ordinance 2025-15, allowable encroachments for elevation of existing structures.
BACKGROUND:	In response to the extreme damage caused to structures in the city in the wake of three hurricanes in 2024, and two major hurricanes which damaged most structures in the city, staff has recommended the changes to enhance the ability to elevate structures while providing certainty to the applicants.
POLICY/PURPOSE:	To provide relief to property owners in the post storm / reconstruction environment when elevating existing structures.
STRATEGIC PLAN RELEVANCE:	Goal 1: Foster a vibrant business community Objective 2: Implement the Economic Development Vision Bold Action 1: Perform a review of local ordinances and Land Development Regulations Bold Action 2: Update the City's Comprehensive Plan, local ordinances, and Land Development Regulation
ANALYSIS/DISCUSSION:	The Code does not currently have any provisions to allow building elements such as balconies to encroach into the setbacks and there are a substantial number of existing structures seeking to elevate the structure where the existing structure is already constructed at the setback line or encroaching into the setbacks. Those elevated existing structures often have existing windows or exits when at ground level, and in order to preserve the functionality the City desires to provide relief to the building setbacks for a balcony in order to encourage the elevation of structures

FUNDING: N/A

MOTION: I move to approve and adopt Ordinance 2025-15 at this second and final public hearing.

ATTACHMENTS:
Ord 2025-15 Amend Chapter 68 - Encroachment for Balcony.docx
LPA Resolution 2025-12.pdf
Business Impact Estimate - Ord 2025-15.docx
Ad 54235 Ordinance 2025-15.pdf

ORDINANCE 2025-15

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 68 "ZONING REGULATIONS" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES, BY AMENDING SECTION 68-542 "ALLOWABLE ENCROACHMENTS" TO PROVIDE FOR RELIEF FROM THE SETBACK REQUIREMENT FOR A BALCONY WHEN AN EXISTING STRUCTURE IS BEING ELEVATED AS A MINIMAL ENCROACHMENT INTO THE SETBACKS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in August, September and October of 2024 the City of Treasure Island ("City") was been affected by three hurricanes, two of which caused major structure damage throughout the City; and

WHEREAS, the City wished to provide relief from some of the existing City Code of Ordinances and Land Development Regulations ("Code"), in this time of substantial repair, elevation, and reconstruction; and

WHEREAS, the City wishes to encourage rebuilding and elevating construction to meet the floodplain regulations of the Code and Florida Building Code by removing buildings from the floodplain thereby reducing risk of future building flooding; and

WHEREAS, the Code does not currently have any provisions to allow building elements such as balconies to encroach into the setbacks and there are a substantial number of existing structures seeking to elevate the structure where the existing structure is already constructed at the setback line or encroaching into the setbacks. In order to meet current flood elevations, those elevated existing structures often have existing windows or exits when at ground level, and in order to preserve the functionality the City desires to provide relief to the building setbacks for a balcony in order to encourage the elevation of structures; and

WHEREAS, the Local Planning Agency met on August 21, 2025, and recommended approval of the following revisions to the Land Development Regulations; and

WHEREAS, the City Commission has reviewed City's Comprehensive Plan and finds that revisions are consistent with the City's Comprehensive Plan; and

WHEREAS, the City Commission has reviewed the relevant current Code provisions of the City of Treasure Island and finds that certain modifications are necessary and desirable; and

WHEREAS, the City Commission determines that the adoption of this Ordinance is in the interest of the public health, safety and welfare of the City and its residents.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND DOES ORDAIN:

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as legislative findings by the City Commission of the City of Treasure Island, Florida, for the adoption of this Ordinance.

SECTION 2. That Section 68-542 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

68-542. - Allowable encroachments.

There are two instances when the city permits encroachments into the required setbacks provided in sections 68-541 and 68-561 to meet the floodplain elevation requirements of the Florida Building Code and Chapter 66 of the Code.

a) Existing structure being elevated. An encroachment to the setbacks provided in sections 68-541 and 68-561 is allowed specifically when existing structures are elevated to meet the floodplain elevation requirements of the Florida Building Code and Chapter 66 of the Code.

(a) One set of stairs, which may include the required meter platform and stairs for meter access, is allowed to encroach into the setbacks. In all cases this encroachment must be designed to be the minimum encroachment necessary to allow access to the building and meter. The encroachment for the stairs shall be located as far from adjacent properties as possible. The maximum width for the stairs and landing is 3-feet clear and the maximum for the meter landing portion is 5-foot clear, unless a greater width is mandated by the Florida Building Code.

(b) One balcony is allowed to encroach into the setbacks. The encroachment for the balcony shall be located as far from adjacent properties as possible. The maximum width for the balcony shall be 12-feet measured to the outside edge of the platform and the maximum depth for the balcony is 3-feet clear measured to the inside edge of the railing, unless a greater width is mandated by the Florida Building Code. This balcony shall be located at least 5-feet from all property lines.

b) Existing structure is required to install a new elevated meter. An encroachment to the setbacks provided in sections 68-541 and 68-561 is allowed specifically when existing structures must install a new elevated meter and meet the floodplain elevation requirements of the Florida Building Code and Chapter 66 of the Code. One set of the stairs for meter access and the required meter platform is allowed to encroach into the setbacks. In all cases this encroachment must be designed to be the minimum encroachment necessary to allow access to the meter. The encroachment for the stairs shall be located as far from adjacent properties as possible. The maximum width for the stairs is 3-feet clear and the maximum for the meter landing portion is 5-foot clear, unless a greater width is mandated by the Florida Building Code.

SECTION 3. SEVERABILITY.
It is the intention of the City Commission that each provision hereof be considered severable, and, if any section, subsection, sentence, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

SECTION 4. CONFLICT.
All ordinance or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 5. CODIFICATION.
Section 2 of this ordinance shall be codified in the Code of Ordinances for the City of Treasure Island, Florida. The codifier is authorized to renumber or reclassify such other provision of the Code of Ordinance to accomplish such intention. The codifier is also authorized to make editorial changes not affecting the substance of this Ordinance in the substitution of article, ordinance, section, paragraph, or such other appropriate word or phrase in order to accomplish such intention.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its final passage.

FIRST READING and PUBLIC HEARING on the _____ day of _____, 2025.

SECOND READING and PUBLIC HEARING on the _____ day of _____, 2025.

PUBLISHED in the Tampa Bay Times on the _____ day of _____, 2025

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the ____ day of _____, 2025 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST:

_____
Lisa-Marie Kennedy, City Clerk

Approved as to form:

_____
Anthony Sabatini, City Attorney

LOCAL PLANNING AGENCY
RESOLUTION NO. 2025-12

A RECOMMENDATION TO THE CITY OF TREASURE ISLAND CITY COMMISSION FOR THE APPROVAL OF AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 68 "ZONING REGULATIONS", BY AMENDING SECTION 68-542 "ALLOWABLE ENCROACHMENTS" TO PROVIDE FOR RELIEF FROM THE SETBACK REQUIREMENT FOR A BALCONY WHEN AN EXISTING STRUCTURE IS BEING ELEVATED AS A MINIMAL ENCROACHMENT INTO THE SETBACKS.

WHEREAS, Section 163.3174, Fla. Stat., provides for the establishment of a "local planning agency"; and

WHEREAS, Section 163.3174, Fla. Stat., describes the duties and responsibilities of a Local Planning Agency, which include preparing and making recommendations of comprehensive plan amendments and proposed land development regulation amendments; and

WHEREAS, on August 21, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, reviewed the proposed amendments provided herein and found the amendments consistent with the Treasure Island Comprehensive Plan and its elements; and

WHEREAS, on August 21, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, held a public hearing on Ordinance 2025-15 amending Chapter 68, Zoning Regulations and has considered the information received at said public hearing; and

WHEREAS, on August 21, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, recommended approval of Ordinance 2025-15 to the City Commission through Resolution 2025-12; and

WHEREAS, on May 30, 2024, the Planning and Zoning Board, sitting as the Local Planning Agency, recommended approval of Ordinance 2025-15 to the City Commission; and

NOW, THEREFORE, BE IT RESOLVED by the Local Planning Agency of the City of Treasure Island, Florida, in a public meeting assembled:

The City of Treasure Island Local Planning Agency hereby transmits to the City Commission the proposed amendments to the Land Development Regulations, as set

forth in Exhibit "A", Ordinance 2025-15, with the recommendation to approve said amendments.

PASSED AND DULY ADOPTED BY THE CITY OF TREASURE ISLAND LOCAL PLANNING AGENCY, 21ST DAY OF AUGUST 2025.

TREASURE ISLAND LOCAL PLANNING AGENCY

Richard Harris, Chair
Local Planning Agency

08-21-2025
Date

City of Treasure Island
Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE 2025-15

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 68 "ZONING REGULATIONS" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES, BY AMENDING SECTION 68-542 "ALLOWABLE ENCROACHMENTS" TO PROVIDE FOR RELIEF FROM THE SETBACK REQUIREMENT FOR A BALCONY WHEN AN EXISTING STRUCTURE IS BEING ELEVATED AS A MINIMAL ENCROACHMENT INTO THE SETBACKS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by section 166.041(4), Florida Statutes, for the proposed ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:

a. Development orders and development permits, as those terms are defined in section 163.3164, Florida Statutes, and development agreements, as authorized by the Florida Local Government Development Agreement Act under sections 163.3220-163.3243, Florida Statutes;
b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City;
c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s).

N/A

Question 3. If there is no applicable exception, proceed with completing the below Business Impact Estimate. This Business Impact Estimate may be revised following its initial posting. In accordance, the City hereby publishes the following information:

A. Summary of the proposed ordinance (must include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals and welfare of the City):

The purpose of the proposed Ordinance is to allow building elements such as balconies to encroach into the setbacks. There are a substantial number of existing structures seeking to elevate the structure where the existing structure is already constructed at the setback line or encroaching into the setbacks. In order to meet current flood elevations, those elevated existing structures often have existing windows or exits when at ground level, and in order to preserve the functionality the City desires to provide relief to the building setbacks for a balcony in order to encourage the elevation of structures.

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the city, including the following, if any: N/A

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted; N/A

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; N/A

(3) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. N/A

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3): N/A

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance: N/A

D. Additional information the governing body deems useful (if any): N/A

54235

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO, PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jes Bowling who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE 2025-15 was published in said newspaper by print in the issues of 09/17/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Jesaca Bowling

Signature of Affiant _____

Sworn to and subscribed before me this **09/17/2025**

Signature of Notary of Public

Personally known **X** or produced identification.

Type of identification produced _____

JEAN M MITOTES
Notary Public - State of FLORIDA
Commission # HH 577688
My Commission Expires July 31, 2028

LEGAL NOTICE

THE CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission of the City of Treasure Island, Florida shall hold second and final reading and public hearing on the following ordinance:

ORDINANCE 2025-15

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 68 "ZONING REGULATIONS" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES, BY AMENDING SECTION 68-542 "ALLOWABLE ENCROACHMENTS" TO PROVIDE FOR RELIEF FROM THE SETBACK REQUIREMENT FOR A BALCONY WHEN AN EXISTING STRUCTURE IS BEING ELEVATED AS A MINIMAL ENCROACHMENT INTO THE SETBACKS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This ordinance will be considered on second reading and public hearing on Tuesday, October 7, 2025, at 6:00 PM in the Treasure Island City Hall Commission Chambers, 10451 Gulf Blvd, Treasure Island, Florida, 33706. Interested parties may appear at this hearing and be heard with respect to the proposed ordinance. Copies of the ordinance are available for inspection in the Office of the City Clerk located at Treasure Island City Hall, 10451 Gulf Blvd, Treasure Island, Florida, 33706, between the hours of 8:00 AM and 4:30 PM Monday through Friday.

Any person desiring to file an appeal to the action taken will need a record of the proceedings and for such purpose may be required to ensure a verbatim transcript is made. Said transcript shall include the testimony and evidence upon which the appeal is based and shall be made by the appellant at his or her expense.

The City maintains a video recording of all public hearings. In the event that you wish to appeal a decision, the video may or may not adequately ensure a verbatim record of the proceedings. Therefore, you may wish to provide a court reporter at your expense.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Clerk, City of Treasure Island, 10451 Gulf Blvd, Treasure Island, Florida 33706, (727) 547-4575, at least 7 days before your scheduled appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

Lisa-Marie Kennedy, City Clerk

9/17/2025 jb 54235-1

AGENDA ITEM NO. H.4

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 7, 2025
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	For Consideration and Discussion
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	First Reading of Ordinance 2025-26 to Ban Shark Fishing on Treasure Island Beaches (Commissioner Dickey)
BACKGROUND:	Commissioner Item
POLICY/PURPOSE:	To prohibit shark fishing on the shores of Treasure Island.
STRATEGIC PLAN RELEVANCE:	Commissioner Item

ANALYSIS/DISCUSSION:

Our shoreline is one of our greatest assets, serving as a safe and welcoming place for families, residents, and visitors to enjoy the Gulf of Mexico. Allowing shark fishing in close proximity to swimmers not only creates a heightened risk for public safety, but also undermines the peaceful recreational environment that our city is known for.

Baiting or chumming to attract sharks introduces unnecessary hazards by drawing these powerful predators closer to areas where people swim, surf, and wade. Even if incidents are rare, the potential consequences are severe and unacceptable. Public confidence in the safety of our beaches is vital for both our residents' quality of life and the health of our local economy, which relies heavily on tourism.

In addition, sharks play a critical role in maintaining the balance of our marine ecosystem. Encouraging or allowing their targeted harvest from shorelines is inconsistent with Treasure Island's responsibility to protect our natural environment. Other Pinellas County communities, including

Indian Shores, have already recognized these concerns and acted to prohibit shark fishing on their beaches. It is time for us to do the same.

Treasure Island must prioritize safety, environmental stewardship, and our community's reputation as a family-friendly destination. For these reasons, I firmly support prohibiting shark fishing from our beaches.

FUNDING: Commissioner Item

MOTION:

ATTACHMENTS:
Treasure Island Shark Fishing Ban Draft.docx

ORDINANCE NO. 2025-26

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, CREATING A SHARK FISHING ORDINANCE TO PROHIBIT SHARK FISHING ALONG THE BEACHES OF THE CITY OF TREASURE ISLAND; INCORPORATING FINDINGS; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Treasure Island is a Florida municipal corporation and political subdivision of the State of Florida; and

WHEREAS, the City Commission of Treasure Island (the Commission) finds that sharks and all aquatic life are important to the biodiversity of the coastal waters of Florida; and

WHEREAS, the Commission has determined it to be in the public's best interest to establish reasonable regulations regarding fishing along the beaches of the City or along the shore of Blind Pass; and

WHEREAS, the City Commission desires to eliminate shark fishing from the shoreline and Blind Pass irrespective of permits issued under 50 C.F.R. § 635.4 or licenses obtained pursuant to Chapter 68B-44, F.A.C.; and

WHEREAS, the Commission finds that it is in the best interest of the City, and the health, safety and welfare of its residents, visitors and businesses, to protect endangered marine life and native species by adoption of this Ordinance.

Now, therefore, the City of Treasure Island Does Ordain:

Section 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as legislative findings by the City Commission of the City of Treasure Island, Florida, for the adoption of this Ordinance.

Section 2. That the City of Treasure Island Code of Ordinances is amended to state:

(a) No shark fishing shall be allowed along the beaches of the City or along the shore of the Blind Pass.

(b) No baiting or chumming shall be allowed along the beaches of the City or along the shore of Blind Pass. Baiting or chumming is defined as using cut up or ground up bait to put an attractive scent line on or below the surface of the water, or to visually attract other fish; this shall not prohibit someone from using a piece of cut bait on any individual line that is used for general fishing.

(c) The use of shark lures and rigs shall be strictly prohibited along the beaches of the City or along the shore of Blind Pass.

(d) All accidental shark catches must be cut loose.

(e) All shark carcasses and pieces shall be removed from Treasure Island beaches or along the shore of Blind Pass within the City limits.

Section 3. That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. That if any provision or part of this Ordinance is declared invalid or unenforceable as a matter of law, the offending portion shall be stricken and all other provisions hereof shall remain valid and enforceable.

Section 5. This Ordinance shall become effective immediately upon adoption in the manner provided by law.

This Ordinance shall take effect immediately upon its final passage.

FIRST READING and PUBLIC HEARING on the _7th__ day of _October_, 2025.

SECOND READING and PUBLIC HEARING on the _____ day of _____, 2025.

PUBLISHED in the Tampa Bay Times on the _____ day of _____, 2025

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the ____ day of _____, 2025 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST:

_____
Lisa-Marie Kennedy, City Clerk

AGENDA ITEM NO. H.5

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: October 7, 2025

SUBMITTED BY: Joan Goodrich, Administration

ITEM TYPE: Request to Commission

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT:

Approve Resolution 2025-21 Authorizing Sale of a City-Owned Vacant Parcel to Pirate Square LLC to Support Downtown Redevelopment

BACKGROUND:

The City of Treasure Island owns a vacant parcel located on the north side of 106th Avenue, approximately 145 feet west of 1st Street, Treasure Island, FL 33706. The parcel is identified as Parcel ID 23-31-15-91818-012-0130, with the following legal description:

TREASURE ISLAND, CITY OF BLK 12, LOT 13 & SW'LY 5FT OF LOT 14, as recorded in Plat Book 031, Page 019, in the Public Records of Pinellas County, Florida.

The parcel is approximately 1,800 square feet, more or less (0.04132 acres), and is deed-restricted for street/alley purposes only. A market appraisal of the parcel has been completed and is attached to this item for reference.

The property lies within the City's designated downtown redevelopment district – PR-MU Core - and is surrounded by property owned by Pirate Square LLC, the proposed buyer. The configuration of the parcel and its restricted use make it of

limited utility to the City but of potential value to the adjoining property owner for redevelopment purposes.

POLICY/PURPOSE:

The purpose of this item is to request City Commission authorization through Resolution 25-21 for the sale of the subject parcel to Pirate Square LLC, to support downtown redevelopment and consolidate land ownership for a future project. This action furthers City goals to activate underutilized land, eliminate City maintenance obligations, return the parcel to the tax rolls, and support the City's downtown redevelopment goals.

STRATEGIC PLAN RELEVANCE:

Financial and Economic Development

Goal 1: Maximize asset utilization and effectiveness to strengthen financial health such as leveraging city owned properties.

Goal 2: Increase the non-residential tax base by redeveloping the downtown district.

ANALYSIS/DISCUSSION:

Staff have reviewed the parcel and determined that it is of minimal standalone utility to the City due to its small size, deed restriction (street/alley purposes only), lack of access, and under Resolution No. 2024-02 adopted on February 20, 2025 was identified as not suitable for affordable housing in accordance with F.S. Section 166.0451. However, because Pirate Square LLC owns all surrounding property, the parcel can reasonably be integrated into a broader redevelopment effort by the private owner.

The proposed sale would help streamline the property's future use, reduce City maintenance obligations, and support redevelopment efforts consistent with the City's downtown vision.

A market appraisal, prepared by a qualified appraiser, has been completed and is provided to the Commission to help determine fair market value for the transaction.

If approved, the City Manager will execute the Sales Agreement and proceed with the necessary steps to complete the sale in compliance with Florida Statutes and local regulations for the disposition of municipal property.

FUNDING:

Buyer to pay all closing costs, including seller closing costs, provided, however, the City shall pay its own legal fees in connection with the sale of the Property. The transaction will generate one-time revenue from the sale, and the parcel will return to the tax rolls, with potential to contribute to long-term ad valorem revenue following redevelopment.

MOTION:

I move to approve Resolution 25-21 authorizing the sale of City-owned parcel (Parcel ID 23-31-15-91818-012-0130), located on the north side of 106th Avenue approximately 145 feet west of 1st Street, Treasure Island, FL 33706, to Pirate Square LLC; authorize the City Manager to execute all documents and take necessary steps to complete the transaction in accordance with applicable laws and City policies.

ATTACHMENTS:

25239 FINAL Vacant Commercial Property Appraisal REPORT 106th Ave Treasure Island_07212025.pdf
City Property Deed_Lot 13 and portion of 14 - OR 3267 Pg 247.pdf
07082025_Unsolicited Email to Purchase City Parcel on 106th Avenue.pdf
TI Vacant Land Offer (Rev 9.25).pdf
Buyer Signed Contract .pdf
Resolution 2025-21 Sale of Property.docx

APPRAISAL REPORT

A Vacant Lot
North Side 106th Avenue 145 Feet West of 1st Street East
Treasure Island, Florida 33706

PREPARED FOR:

City of Treasure Island
Ms. Joan Goodrich,
Economic Development Director
10451 Gulf Blvd.
Treasure Island, Florida 33706

AS OF:

July 12, 2025

Prepared by:

McCORMICK, SEAMAN & TERRANA

Scott W. Seaman, SRA
State Certified General
Real Estate Appraiser RZ1758
Licensed Real Estate Broker

MST FILE # 25329

McCormick, Seaman & Terrana

Real Estate Appraisers & Consultants

1262 Dr. Martin Luther King, Jr. Street North
St. Petersburg, Florida 33705
Phone: (727) 821-660
Tax ID #: 59-3334278

July 21, 2025

Ms. Joan Goodrich,
Economic Development Director
10451 Gulf Blvd.
Treasure Island, Florida 33706

RE: **Appraisal Report**
A Vacant Lot
North Side 106th Avenue 145 feet West of 1st Street East
Treasure Island, Florida 33706

Dear Ms. Goodrich:

In response to your request, we have prepared an **Appraisal Report** on the vacant lot owned by the City, on 106th Avenue as noted above, in the County of Pinellas within the City of Treasure Island, Florida.

This appraisal report is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice (USPAP) and the Financial Institutions Reform Recovery and Enforcement Act of 1989 (FIRREA). This report presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use as an aid in potential purchase decisions. The appraiser is not responsible for unauthorized use of this report.

The scope of work in this appraisal included gathering land sales comparables from the subject's market area of Treasure Island. However, in the absence of adequate data, we expanded our search to other areas of the Beaches in Pinellas County. Each comparable sale was inspected, verified and photographed. The sales were adjusted to the subject on a Sales Comparison Grid based on several factors. The per square foot multiplier was then applied to the subject land size and the fee simple market value "as If Vacant" was determined via the Sales Comparison Approach. The Cost and Income Approaches were not applicable to arrive at a land value and were not included.

RE: **Appraisal Report**
A Vacant Lot
North Side 106th Avenue 145 feet West of 1st Street East
Treasure Island, Florida 33706

The subject property is comprised of a rectangular parcel, which according the tax records measures 30 feet X 60 feet and contains 0.4132 acres or 1,800 SF MOL. The property is currently vacant and has 30 feet of frontage on 106th Avenue and 30 feet along an alleyway to the north. The property has a deed restricted use for Street and alley purposes. This report should be read in its entirety, in order to fully understand the values being reported herein.

Fee Simple Title: It is our opinion, considering the various factors contained within this report, that the estimated Market Value of the subject property, subject to the Limiting Conditions as noted on pages 3 - 6 of this report, Unencumbered, "As If Vacant", In Fee Simple Title, as of July 12, 2025 was:

TWO HUNDRED THOUSAND ($200,000) DOLLARS

Use Restricted Title: It is our opinion, considering the various factors contained within this report, that the estimated Market Value of the subject property, subject to the Limiting Conditions as noted on pages 3 - 6 of this report, encumbered with a use restriction, as of July 12, 2025 was:

FORTY THOUSAND ($40,000) DOLLARS

Extraordinary Assumptions: In estimating the Fee Simple value of the subject, we have not made any extraordinary assumptions.

Hypothetical Conditions: In estimating the Fee Simple value of the subject, we have assumed the hypothetical condition that the subject has no use restriction as a street/alley.

Note: The value also assumes that the site is free of any environmental contamination.

McCORMICK, SEAMAN & TERRANA

Scott W. Seaman, SRA
State-Certified General
Real Estate Appraiser RZ1758
Licensed Real Estate Broker

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EXHIBITS

Appraiser Qualifications	Exhibit “A”
Zoning	Exhibit “B”

McCORMICK, SEAMAN & TERRANA

CERTIFICATION

We certify that, to the best of our knowledge and belief:

* The statements of fact contained in this report are true and correct.

* The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is our personal, impartial and unbiased professional analyses, opinions, and conclusions.

* We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.

* We have no bias with respect to the property that is the subject of this appraisal report or to the parties involved with this assignment.

* Our engagement in this assignment was not contingent upon developing or reporting predetermined results.

* Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

* We have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.

* The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.

* The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

* The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

* Scott W. Seaman, SRA made a personal inspection of the property from the street only that is the subject of this report.

* No one provided significant real property appraisal assistance to the person signing this certification.

CERTIFICATION (Continued):

* As of the date of this report, Scott W. Seaman, SRA has completed the continuing education program of the Appraisal Institute.



Scott W. Seaman, SRA
State-Certified General
Real Estate Appraiser RZ1758
Licensed Real Estate Broker

CONTINGENT AND LIMITING CONDITIONS AND SPECIAL ASSUMPTIONS:

Limiting Conditions:

This report is for no purpose other than a property valuation, and the appraiser(s) are neither qualified nor attempting to go beyond that narrow scope. The reader should be aware that there are inherent limitations to the accuracy of the information and analysis contained in this report. Before making any decisions based on the information and analysis contained in this report, it is critically important to read this entire report.

This Report is not a survey:

*** It is assumed that the utilization of the land and improvements (if any) is within the boundaries of the property lines of the property described and that there is no encroachment unless so noted within the report.

*** No survey has been made by the appraiser(s) and no responsibility is assumed in connection with such matters. Any maps, plats, or drawings reproduced and included in this report are intended only for the purpose of showing spatial relationships. A surveyor should be consulted, if there are any concerns on boundaries, set-backs, encroachments or other survey matters.

This Report is not a legal opinion:

*** No responsibility is assumed for matters of a legal nature that affect title to the property, nor is an opinion of title rendered. The title is assumed to be good and marketable. The value estimate is given without regard to any questions of title, boundaries, encumbrances or encroachments.

*** It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations laws unless non-compliance is defined and considered in the report.

*** It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless noncompliance/nonconformity is stated, defined, and considered in this report. Any significant question(s) should be addressed to local zoning and land use officials or an attorney.

ASSUMPTIONS, CONTINGENT, AND LIMITING CONDITIONS (Continued):

This Report is not an engineering or property inspection report:

*** This report should not be considered a report on the physical items that are a part of this property. Although the report may contain information about the physical items being appraised, it should be clearly understood that this information is only to be used as a general guide for property valuation and is not a complete or detailed physical report. The appraiser(s) are not construction, engineering, environmental, or legal experts, and any statement given on these matters in the report should be considered preliminary in nature.

*** The observed conditions of the foundation, roof, exterior walls, interior walls, floors, heating systems, plumbing, insulation, electrical service and all mechanical and construction is based on a visual inspection only and no detailed inspection was made. The structures were not checked for building code violations, and it is assumed that all buildings meet the applicable building codes unless so stated in the report.

*** It is assumed that there are no hidden or unapparent conditions of the property, sub-soil, or structures that would render it more or less valuable. No engineering or sub-soil tests were provided. No responsibility is assumed for such conditions.

*** We do not have the expertise necessary to determine the existence of environmental hazards such as the presence of formaldehyde foam insulation, toxic wastes, toxic mold, asbestos or hazardous building materials or any other environmental hazard on the subject or surrounding properties. An expert in the field should be consulted if any interested party has questions on environmental factors.

*** No chemical or scientific tests were performed by the appraiser(s) on the subject property, and it is assumed that the property presents no physical or health hazard. This includes but is not limited to: toxic molds, radon gas, lead based paints, air-borne pollutants or any other environmental contaminants.

*** The age of any improvement on the subject property mentioned in this report should be considered a rough estimate. We are not sufficiently skilled in the construction trades to be able to reliably estimate the age of the improvement by observation. Parties interested in knowing the exact age of improvements on the property may wish to pursue additional investigation.

*** Because no detailed inspection was made, and such knowledge goes beyond the scope of this report, any observed condition or comments given in this report should not be taken as a guarantee that a problem does not exist specifically. If any interested party is concerned about the existence, condition, or adequacy of any particular item, we suggest that a construction expert be hired for a detailed investigation.

ASSUMPTIONS, CONTINGENT, AND LIMITING CONDITIONS (Continued):

*** The Americans with Disabilities Act went into effect on January 26, 1992. Among other goals, this legislation is intended to eradicate discrimination regarding access to public and commercial facilities. The requirements of the Act are extensive and complex and it is beyond the appraiser(s) expertise to evaluate the effects, if any, on the subject property. The value estimate is based upon the assumption that there is no significant effect on the value of the property by virtue of the American with Disabilities Act. The reader is urged to retain an expert in this field, if desired.

This Report is made under conditions of uncertainty with limited data:

*** Information (including projections of income and expenses) provided by local sources is assumed to be true, correct, and reliable.

*** The comparable sales data relied upon in the report is believed to be from reliable sources, and our best efforts have been made to confirm the data used. A diligent effort was made to verify the comparables used in this report.

*** All values shown in the report are projections based on our analysis as of the date of the report. These values may not be valid in other time periods or as circumstances change. We take no responsibility for events, conditions, or circumstances that take place subsequent to the date of value of this report.

*** Since mathematical models and other projections are based on estimates and assumptions which are inherently subject to uncertainty and variations depending upon evolving events, we do not represent them as results that will actually be achieved.

Report limitations:

*** These reports are technical documents addressed to the specific technical needs of clients. Casual readers should understand that this report does not contain all the information concerning the subject property or the real estate market. While no factor we believe to be significant to the client has been knowingly withheld, it is always possible that we have information of significance which may be important to others. Casual readers are cautioned about their limitation and cautioned against possible misunderstanding of the information contained in these reports.

*** This report was prepared at the request of and for the exclusive use of the client to whom the report is addressed. No third party shall have any right to use or rely upon this report for any purpose.

*** Value and conclusions for various components of the subject property as contained with this report are valid only when making a summation; they are not to be used independently for any purpose, and must be considered invalid if so used.

ASSUMPTIONS, CONTINGENT, AND LIMITING CONDITIONS (Continued):

*** There is no requirement by reason of this report to give testimony or to appear in court with reference to the property, unless sufficient notice is given to allow preparation, and additional fees paid by the client.

*** The only intended user(s) of the appraisal shall be Client and those parties who are identified expressly as intended users in the report. Appraiser does not intend or anticipate that any other parties will use or rely on the appraisal. The appraisal is provided for Client's and the intended user's benefit alone and solely for the use identified in the report. The appraisal may not, without Appraiser's express written authorization, be used or relied on by any other party, even if that party pays all or part of the appraisal fee, or receives or sees a copy of the report. If Appraiser has granted authorization for other parties to use or rely on the appraisal, that authorization will be subject to additional terms which may be stated by Appraiser.

*** Unauthorized Use or Publication. No part of the appraisal report or the Appraiser's opinions or conclusions may be published or used in any advertising materials, property listings, investment offerings or prospectuses, or securities filings or statements without Appraiser's written authorization. Any party who publishes or uses the report or Appraiser's work product without such authorization or who provides the report or Appraiser's work product for such unauthorized use or publication agrees to indemnify and hold Appraiser harmless from and against all damages, expenses, claims and costs, including attorneys' fees, incurred in Appraiser's investigation and/or defense of any claim arising from or in any way connected to the unauthorized use or publication.

*** No Third Party Beneficiaries of the Appraisal Services Agreement. Unless identified expressly in the agreement, there are no third party beneficiaries of any Appraisal Services Agreement between Client and Appraiser pertaining to the appraisal, and no other person or entity shall have any right, benefit or interest under such agreement. The identification of a party as an intended user of the appraisal does mean that the party is a third party beneficiary of the Appraisal Services Agreement.

SUMMARY

Appraisal Problem:	Provide an estimate of the "As Vacant" market value of the subject property.
Definition of Market Value:	Market Value is defined by the federal financial institutions as, "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and the seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) Buyer and seller are typically motivated: (2) Both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) A reasonable time is allowed for exposure in the open market; (4) Payment is made in terms of cash and US dollars or in terms of financial arrangements comparable thereto; and (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."[1]
Intended Use of Report:	Intended to assist the client in purchase decisions.
Intended User of the Report:	The City of Treasure Island Florida, Joan Goodrich and her assigns
Interest Valued:	Fee Simple
Effective Date of Value:	July 12, 2025
Date of Report:	July 21, 2025
Scope of Work:	Inspected the subject site. Market research was gathered from numerous sources including but not limited to: Public Records of Pinellas County, Property Appraiser's office of Pinellas County, The Planning & Zoning Departments of the City of Treasure Island, Co-Star and the appraiser's files and database.

1 Department of the Treasury, Office of Comptroller of the Currency, Board of Governors of the Federal Reserve System, Federal Deposit Insurance Corporation, Office of Thrift Supervision and National Credit Union Administration under 12 CFR Part 34, Real Estate Appraisals and Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA"); and the Interagency Appraisal and Evaluation Guidelines, Federal Register, Volume 75, No. 237, December 10, 2010.

SUMMARY (Continued):

Scope of Work (Continued):	The primary emphasis in the data research centered on the subject's market area of Treasure Island. However, in the absence of adequate data, the search was expanded to all of Pinellas County Beaches. Each sale was inspected and verified. The sales were adjusted to the subject on a Sales Comparison Grid based on several factors. The per square foot multiplier was then applied to the subject and the estimated "As If Vacant", "Fee Simple" market value via the Sales Comparison Approach was determined for the land. The subject is vacant land and market participants do not typically utilize the Cost Approach and it was not included. Properties similar to the subject are typically owner-occupied and not leased. Therefore, we have not utilized an Income Approach.
Competency Provision:	The appraisers have appraised numerous properties similar to the subject and are qualified in education and experience to perform this assignment.
Owner of Record:	The City of Treasure Island
Property Address:	106th Avenue Treasure Island, Florida 33706
Legal Description:	TREASURE ISLAND, CITY OF BLK 12, LOT 13 & SW'LY 5FT OF LOT 14, as Recorded in Plat Book 031, Page 019 in the Public Records of Pinellas County, Florida.
Flood Plain Map:	According to the Pinellas County FEMA Flood Map #12103C0194H, map revised 8/24/2021, the subject is located in flood zone "AE" which are flood areas.
Parcel Number:	23-31-15-91818-012-0130
Census Tract:	279.01
Land Area:	1,800 SF MOL or 0.04132 acres according to the tax plat.

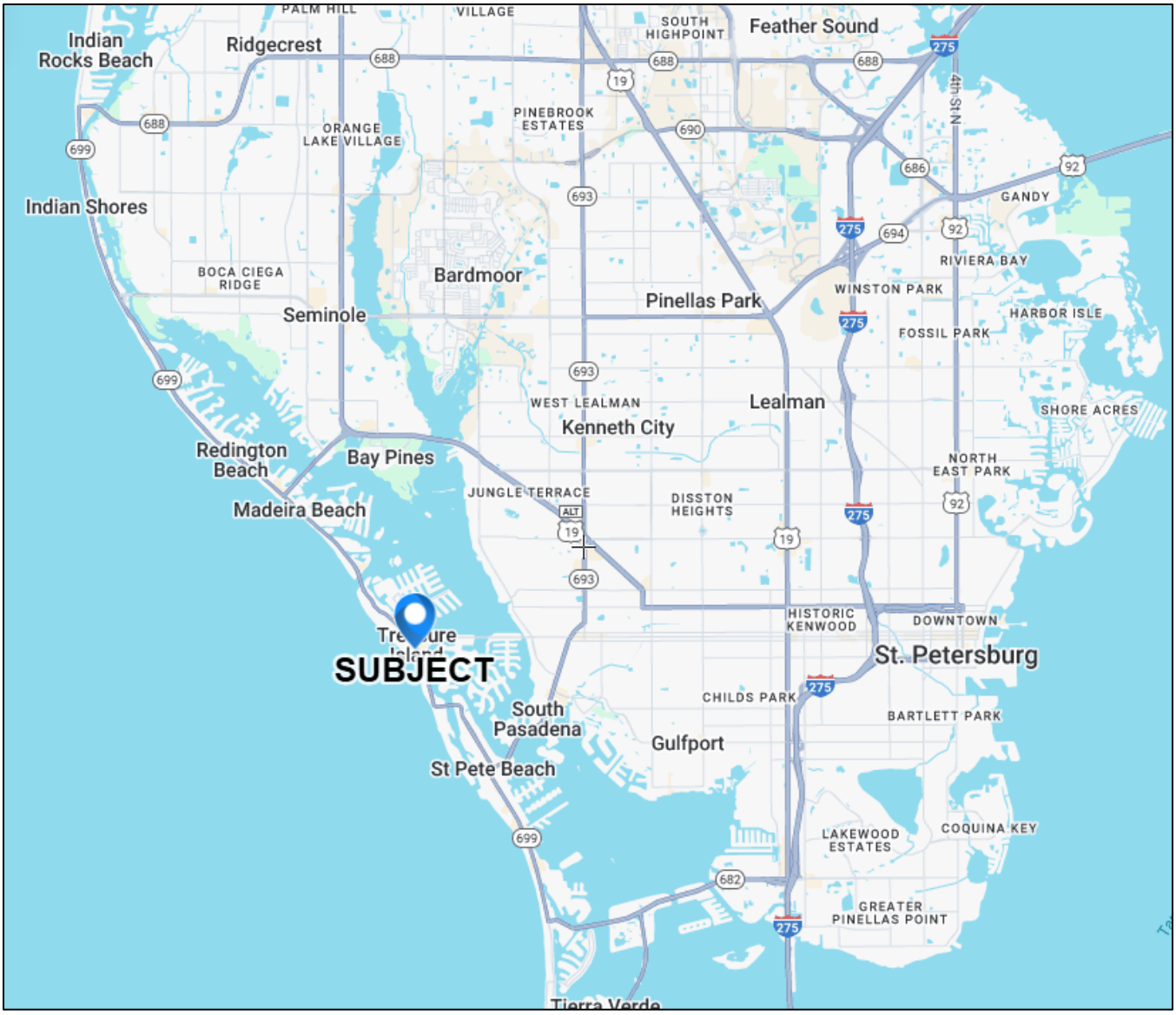
SUMMARY (Continued):

Market Area, Participants & Analysis:	The subject is located on the north side of 106th Avenue approximately 145 feet west of 1st Street East, in the City of Treasure Island, Florida. The subject's market area could be considered Walsingham Road to the north, the Gulf of Mexico to the west, the Pinellas Bayway to the south and the Intracoastal Waterway to the east. The surrounding land uses are residential and commercial. According to the Metropolitan Planning Organization, the average daily traffic count in the subject's area of 104th Gulf Blvd. is 16,500 vehicles. According to Co-Star & MLS, the real estate database services, there are no land properties listed for sale on the open market in the subject zip code area.
Zoning:	"PR/MU" Core – Gulf Blvd. (Downtown Redevelopment) – City of Treasure Island. Land Use – "PR-MU" The subject's 1,800 SF MOL lot meets the minimum lot size of none. The permitted uses allowed are Artist Studios with retail/warehouse distribution, Automobile service stations car wash, child day care, eating & drinking establishments, financial institutions, Government including parks/recreation, home occupations, live-work units offices uses and parking lots/structures, tourist dwelling units 22 UPA, residential dwelling units 24 UPA etc. The floor area ratio under the zoning (FAR) is 1.0
Access:	Access is provided from 106th Avenue on the southern elevation and an alleyway on the northern elevation of the site.
Five Year Sales History:	According to the public records, there have been no transfers in the prior five years for the subject.

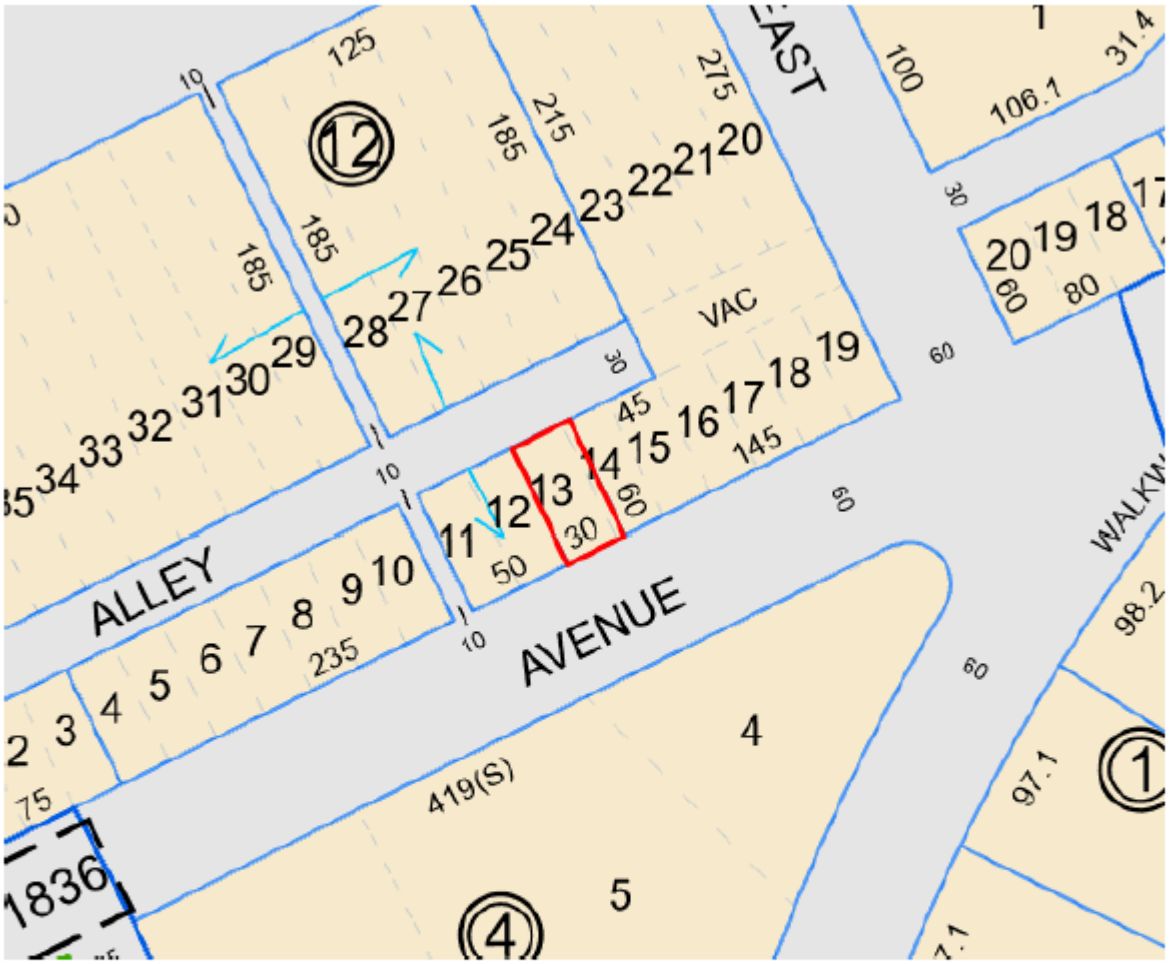
SUMMARY (Continued):

Listing Data:	To the best of our knowledge, the subject is not listed for sale.
Tax Information:	2024 Assessed Value): $97,920 2024 Real Estate Taxes: $ -0-
	Note: According to the tax collector's office, the subject has no taxes.
Estimated Marketing Time:	It is our opinion that the estimated marketing time for the subject would be nine to twelve months. This is based on the assumption that it is properly priced, advertised and marketed by a firm experienced in the sale of this type of property.
Reasonable Exposure Time:	Based on an analysis of the subject property and its competitive market area, it has been estimated that a reasonable "exposure time" for the subject property, if it had been offered for sale prior to the date of valuation, would have been nine to twelve months. This is based on the assumption that it would have been marketed by a firm experienced in the sale of this type of property with their time and effort being adequate, sufficient and reasonable.
Comments:	The subject property is 1,800 SF and is very limited for development given the size. The property also has a deed restriction for street/alley purposes only which would limit potential purchasers of the property to a municipality or an abutting property owner for their own ingress/egress use.
Highest & Best Use As though Vacant:	Based on the location of the subject site in a primarily mixed use area, its zoning and its surrounding uses, the highest and best use of the site as vacant, would be for a street use given the restriction. We will estimate a nominal value based on the estimated market value of the property with no restrictions.

SUBJECT LOCATION MAP



SUBJECT PLAT MAP



Parcel ID: 23-31-15-91818-012-0130
106th Ave
Treasure Island, Florida 336706

SUBJECT FLOOD MAP



PHOTOGRAPHS

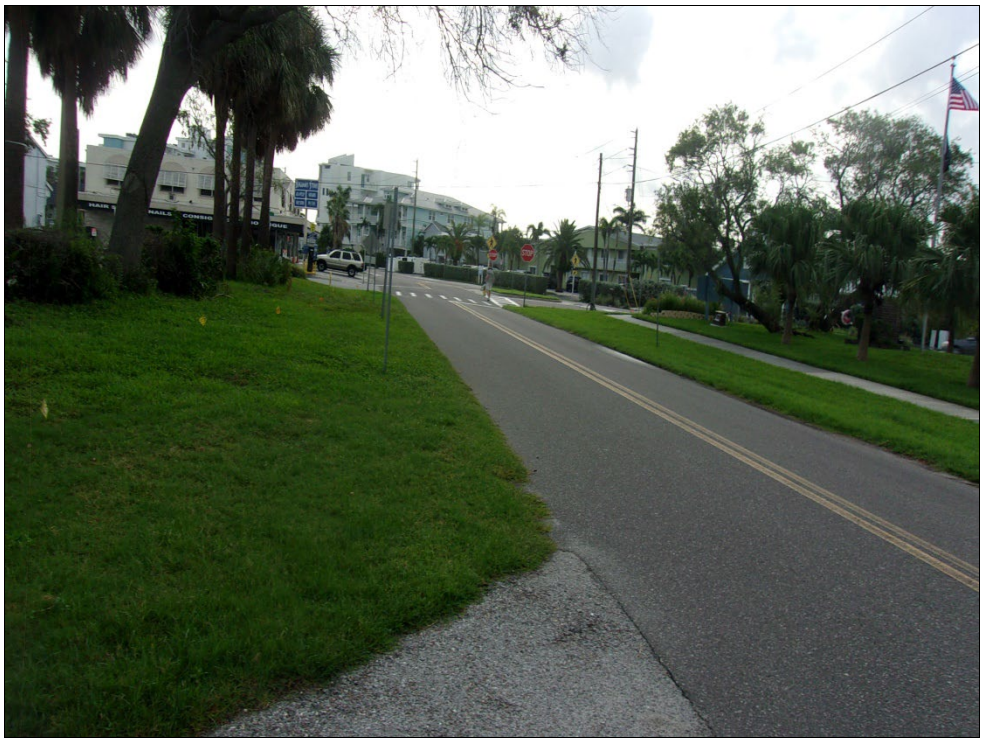


VIEW OF SUBJECT LOOKING NORTH



VIEW OF SUBJECT LOOKING SOUTH

PHOTOGRAPHS



STREET SCENE LOOKING EAST ON 106TH AVENUE



STREET SCENE LOOKING WEST ON 106TH AVENUE

SALES COMPARISON APPROACH

According to The Appraisal of Real Estate, 14th Edition, The sales comparison approach is: "The process of deriving a value indication for the subject property by comparing similar properties that have sold recently with the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale pricing (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison."[2]

The Direct Sales Comparison Approach involves a number of logical steps.

(1) The gathering of sales data and information from appropriate sources.
(2) Analyzing and verifying data; or sorting out of valid value indications from
(3) Then an adjustment process is applied. The adjustment process compares each comparable sale to the subject property in terms of physical characteristics as well as items such as financing.
(4) A summation is made of all measurable differentials into a single adjusted indication of value for each comparable property.
(5) A reconciliation of each indicated comparable value into a final estimate of value via the Direct Sales Comparison Approach.

In the reconciliation, all factors are reviewed in terms of their strengths and weaknesses in order to assess the overall quality and comparability of the data. In this way, the greatest weight is typically placed on those comparable sales which would be the best indications of value for the subject property.

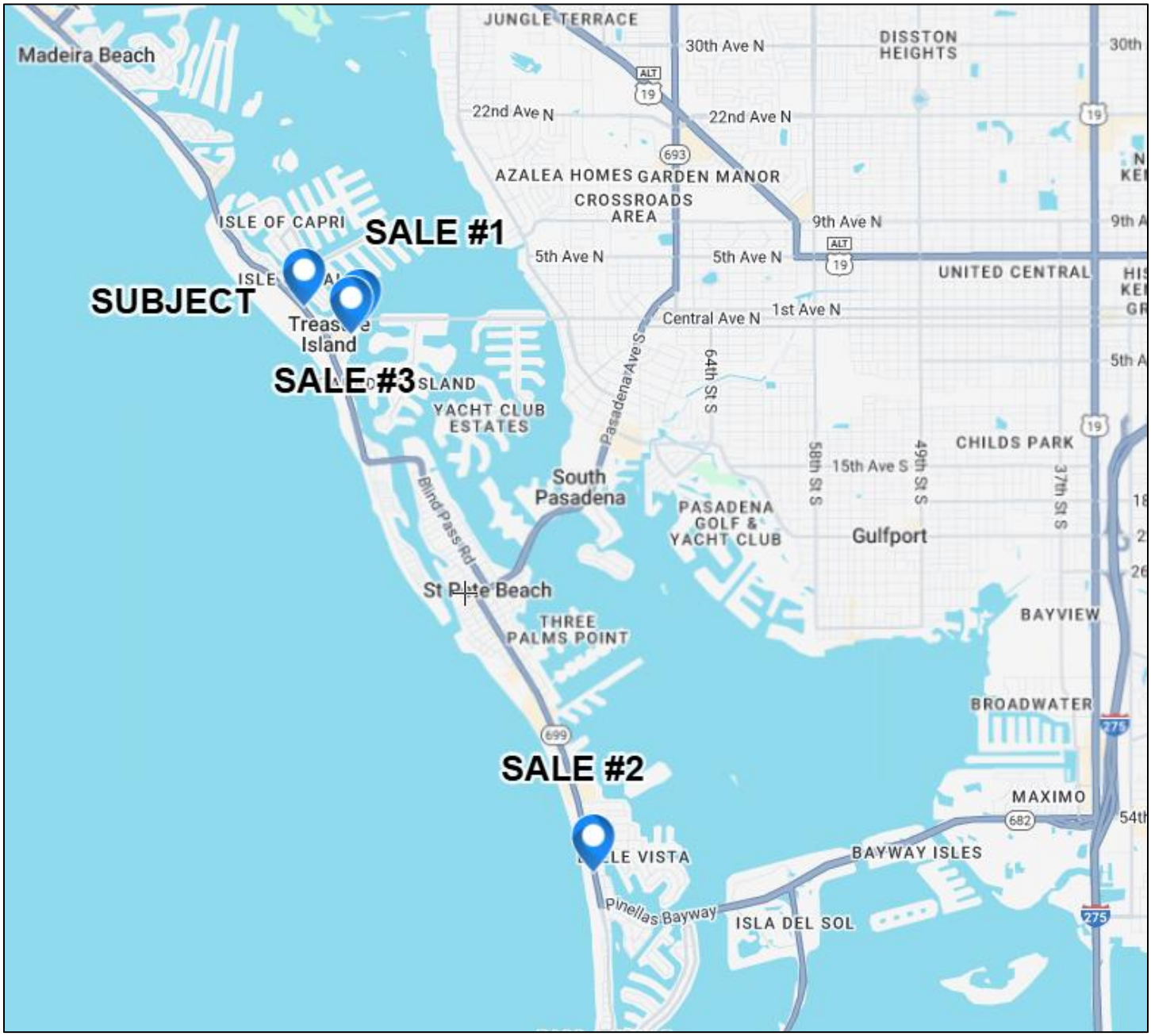
This approach measures directly the actions and attitudes of buyers and sellers in the market through analysis of properties which have recently sold and have characteristics similar to the property being appraised. No two properties are exactly alike and thus are unique to them-selves. Because of this fact the process of comparing properties to the subject involve making necessary adjustments for dissimilarities. Adjustments normally made consist of but are not limited to: time of sale, conditions of sale or financing terms, physical and income characteristics, location, and zoning.

We conducted a search of the subject's market area to locate sales of Vacant Land similar to the subject. We were unable to find any recent sales that were exactly like the subject and as a result, we expanded our search to all of Pinellas County and went back in time to April 2024. We located three sales of vacant properties that we felt were capable of being adjusted to the subject.

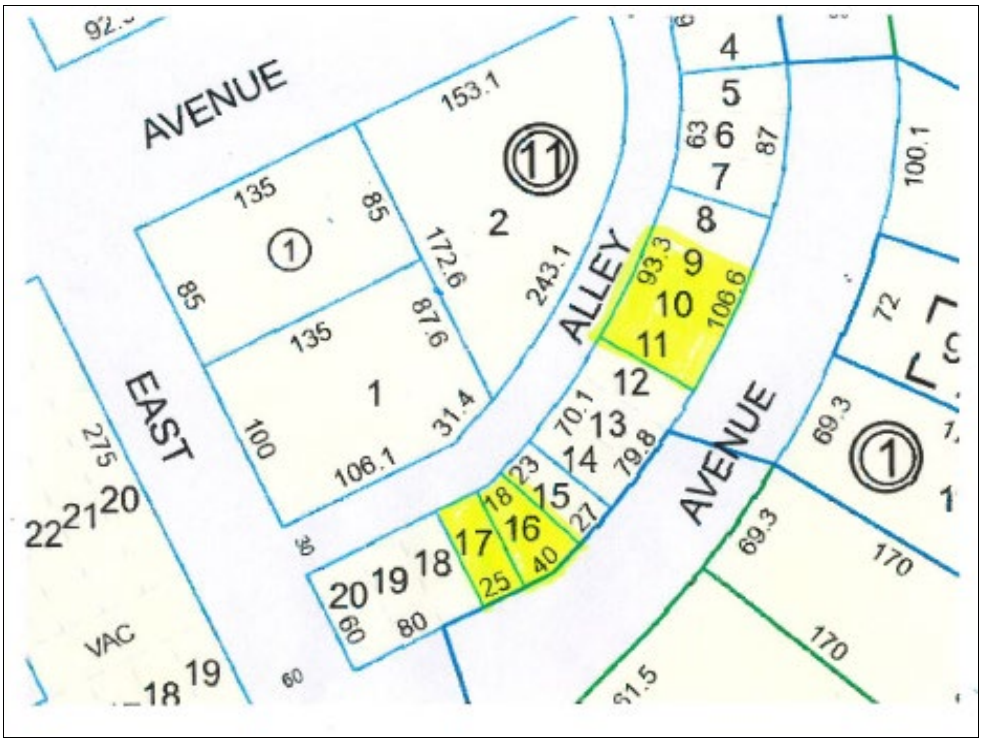
Included on the following pages are a sales location map and details of the three comparables.

[2]The Appraisal of Real Estate, 14th Edition, Appraisal Institute, Chicago, IL, 2013, Page 377

SUBJECT & SALE COMPARABLES



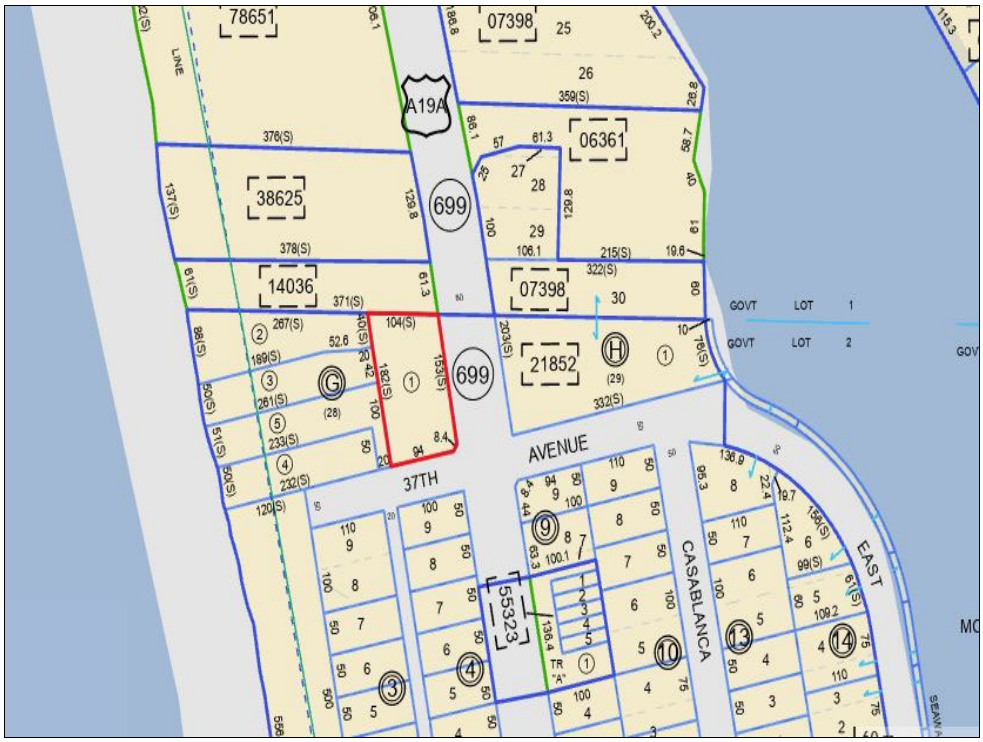
COMPARABLE LAND SALE NO. 1



Date of Sale:	April, 2024
Location:	254/258 104th Avenue East of 1st Street E., Treasure Island, FL 33706
Grantor:	CDS International Holdings, LLC
Grantee:	Treasure Island Property Pirates, LLC
Recording:	22781/1939
Sale Price:	$750,000
Financing:	Cash Indicated
Cash equivalency:	No adjustment necessary.
Land Size:	7,700 SF
Zoning:	"PR-MU-C"
Flood Zone:	"AE"
Price PSF:	$97.40
Parcel Number:	23-31-15-91818-011-0090, 0110, 0111, 0160, 0170
Verification:	Public records, Deed, Co-Star.

Comments: These vacant properties are located just east of the subject on the north side of 104th Avenue east of 1st Street East.

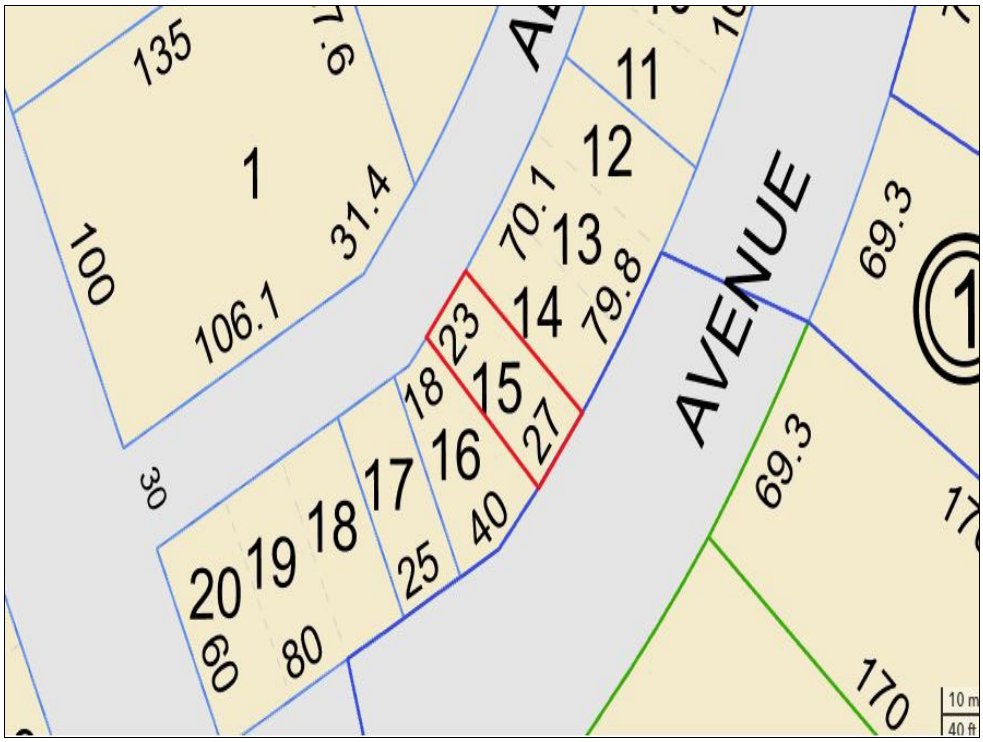
COMPARABLE LAND SALE NO. 2



Date of Sale:	December, 2024
Location:	3700 Gulf Blvd., St Pete Beach, FL 33706
Grantor:	Smileys Snack Shack St Pete Beach, Inc
Grantee:	3700 Gulf Blvd, LLC
Recording:	22998/0469
Sale Price:	$2,500,000
Financing:	Cash Indicated
Cash equivalency:	No adjustment necessary.
Land Size:	17,050 SF
Zoning:	"CG"
Flood Zone:	"AE"
Price PSF:	$146.63
Parcel Number:	07-32-16-21852-028-0001
Verification:	Public Records, Deed, Co-Star, MLS

Comments: This slightly irregular shaped parcel has access from 37th Avenue and Gulf Blvd. The site was improved with a closed snack shack building with 1,237 SF and was purchased for the land only.

COMPARABLE LAND SALE NO. 3



Date of Sale:	April, 2025
Location:	230 104th Avenue, Treasure Island, FL 33706
Grantor:	CDS International Holdings, LLC
Grantee:	Treasure Island Property Pirates, LLC
Recording:	23146/2288
Sale Price:	$200,000
Financing:	Cash Indicated
Cash equivalency:	No adjustment necessary
Land Size:	1,560 SF
Zoning:	"PR-MU-C"
Flood Zone:	"AE"
Price PSF:	$128.21
Parcel Number:	23-31-15-91818-011-0150
Verification:	Public Records, Deed, Co-Star

Comments: This irregular shaped parcel was improved with a 1,035 SF office. The property was purchased for the land.

A Vacant Lot *106th Avenue* *Treasure Island, FL 33706*		*LAND SALES ADJUSTMENT GRID*		
SALE NUMBER	***SUBJECT***	***1***	***2***	***3***
DATE OF SALE	***N/A***	***Apr-24***	***Dec-24***	***Apr-25***
SALE PRICE	**N/A**	**$750,000**	**$2,500,000**	**$200,000**
SIZE (SF)	**1,800**	**7,700**	**17,050**	**1,560**
SALE PRICE PSF	**N/A**	$97.40	$146.63	$128.21
ELEMENTS REQUIRING ADJUSTMENT				
FINANCING/ CONDITIONS OF SALE		0%	0%	0%
FINANCE ADJUSTMENTS PSF	**N/A**	$0.00	$0.00	$0.00
ADJUSTED SALE PRICE PSF	**N/A**	$97.40	$146.63	$128.21
MARKET CONDITIONS				
NUMBER OF MONTHS		15	8	4
		0%	0%	0%
DATE OF VALUE	**Jul-25**	$0.00	$0.00	$0.00
ADJUSTED SALE PRICE PSF	**N/A**	$97.40	$146.63	$128.21
PHYSICAL ELEMENTS OF ADJUSTMENT				
LOCATION	**106th Ave**	**0%**	**-20%**	**0%**
ACCESS	**Average**	**0%**	**0%**	**0%**
SIZE (SF)	**1,800**	**0%**	**0%**	**0%**
SHAPE	**Irregular**	**0%**	**0%**	**0%**
TOPOGRAPHY	**Level**	**0%**	**0%**	**0%**
UTILITIES	**Available**	**0%**	**0%**	**0%**
FLOOD ZONE	**"AE"**	**0%**	**0%**	**0%**
ZONING	**"PR-MU"**	**0%**	**0%**	**0%**
NET ADJUSTMENTS (PSF)	**N/A**	$0.00	($29.33)	$0.00
ADJUSTED PRICE PSF	**N/A**	$97.40	$117.30	$128.21

SALES COMPARISON APPROACH (Continued):

COMPARABLE SALES ADJUSTMENT GRID:

The three comparable sales, as unadjusted, indicate a value range from a low of $97.40 PSF to a high of $146.63 PSF. Please see the previous page for a copy of the Adjustment Grid.

Financing/Conditions of Sale: We are not aware of any conditions of sales or atypical financing that would require adjustments to the Sales.

Market Conditions: The market for vacant land has been stable during the past 15 months. As a result, no adjustments were made to the Sales.

Additional adjustments were made for overall differences or physical characteristics that may affect the overall sales price. If the comparable is superior to the subject property, a negative adjustment is made to make the comparable sale equal with the subject. If the comparable sale is inferior, a positive adjustment is made. The idea is to make the sales equal to the subject. These elements of adjustment are discussed below:

Location: The subject is located on 106th Avenue a local roadway in Treasure Island. Sales #1 and #3 have similar locations and were not adjusted. Sale #2 is located on Gulf Blvd. in a superior location and was adjusted downward 20% each for location.

Access: The subject has average access from 106th Avenue. All three Sales have similar access and were not adjusted.

Size (SF): The subject contains 1,800 SF. Sale #1 and #2 are larger in size to the subject and typically larger properties tend to sell for lower prices per square foot but in the beach areas, this trend does not appear to apply. Therefore, the sales were not adjusted. Sale #3 is close in size and was not adjusted.

Shape: The subject is irregular in shape. All of the Sales are irregular in shape and were not adjusted.

Topography: The subject is level and at street grade. All three Sales are similar and were not adjusted.

Utilities: All utilities are available to the subject as well as the Sales and no adjustments were required.

Flood Zone: The subject is in Flood Zone "AE", which are areas of flooding. All three Sales are in zone "AE" and were not adjusted.

Zoning: The subject is zoned "PR-MU-C". All three Sales have similar zoning's and were not adjusted.

SALES COMPARISON APPROACH (Continued):

Summary: The adjusted values of the three comparable improved sales range from a low of $97.40 PSF to a high of $128.21 PSF. Based on the above analysis, it is our opinion that the market value of the subject on a square foot basis via the Sales Comparison Approach is $110.00.

1,800 **SF X $110.00 PSF = $198,000**
Rounded To: $200,000

The subject has a deed restriction that it can only be used for the purposes of a street or alleyway. Given this restriction, the only logical buyer is an abutting property owner in our opinion. We have appraised right of way easements for the City of St. Petersburg in Hillsborough County, where the abutting property owners paid 20% of the estimated market value of the parcels. Therefore, we have estimated 20% of the market value of the subject parcel of $200,000 X .20 = $40,000.

RECONCILIATION:

The estimated value via the Sales Comparison Approach was $40,000. The Sales Comparison Approach is supported by three recent sales and is indicative of the current market for similar properties. Based on the previous discussion, we have estimated the current restricted fee simple market value of the subject to be $40,000.

"Fee Simple Restricted Title": It is our opinion, considering the various factors contained within this report, that the estimated Market Value of the subject property, subject to the Limiting Conditions as noted on pages 3 - 6 of this report, Unencumbered, "As If Vacant", In Fee Simple Title, as of July 12, 2025 was:

FORTY THOUSAND ($40,000) DOLLARS

Extraordinary Assumptions: In estimating the Fee Simple value of the subject, we have not made any extraordinary assumptions.

Hypothetical Conditions: In estimating the Fee Simple value of the subject, we have assumed the hypothetical condition that the subject has no use restriction as a street/alley.

Note: The value also assumes that the site is free of any environmental contamination.

EXHIBIT “A”

APPRAISER QUALIFICATIONS

APPRAISER QUALIFICATIONS

SCOTT W. SEAMAN

EDUCATION:

Bachelor of Science, 1981
Florida State University, Tallahassee, Florida

APPRAISAL COURSES:

Florida Law and Rules 2022
Appraisal Techniques for the Current Market 2022
Case Studies 102 & 102 2022
USPAP Update 2022
Law Update 2018
The Workfile: Compliance and Support
Cool Tools: Digging Your Data 2018
USPAP Update 2018
Business Practices & Ethics 2017
2016-2017 National USPAP Update Course
Managing Appraiser Liability 2016
New FHA Handbook 4000.1 2016
Florida Appraisal Laws and Regulations 2016
Avoiding Mortgage Fraud for Appraisers 2016
Business Practices and Ethics 2015
Supervisory Appraiser/Trainee Appraiser Course 2015
Real Estate Continuing Education 2014
Litigation Assignments for Residential Appraisers: Doing Expert Work on Atypical Cases 2014
Methodology & Application of Sales Comparison 2014 Appraisal Review of Residential Properties 2014
Florida Law Update for Real Estate Appraisers 2014
National USPAP 2014
Front of House/Back of House 2013
Real Estate Continuing Education Exams 20-33 2012
Critical Issues 2012
Commercial Appraisal Productivity Seminar 2012

TYPES OF PROPERTIES APPRAISED:

Office, Retail, Industrial, Multi-Family, ALF, Motel/Hotel, Special Purpose & Subdivisions, Residential

PROFESSIONAL MEMBERSHIPS:

SRA Member Appraisal Institute, West Coast, FL Chapter
Ethics and Counseling Regional Panel Member since 1993
MAI Candidate West Coast, FL Chapter #M932499

Pinellas Realtor Organization

FLORIDA REGISTRATION:

State-Certified General Real Estate Appraiser RZ1758
Licensed Real Estate Broker 0366435

EMPLOYMENT:

McCormick, Seaman & Terrana
Formerly McCormick, Braun & Seaman
President
January 1996 – Present
St. Petersburg, Florida

Glenn E. McCormick Company, Inc.
Vice President/May 1985 - December 1995
Appraisal and Consulting Firm, St. Petersburg, Florida

City of St. Petersburg
Acquisition Agent/January 1983 - April 1985
Real Estate Department, St. Petersburg, Florida

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

SEAMAN, SCOTT WARNER

1262 DR MARTIN LUTHER KING JR ST N
ST. PETERSBURG FL 33705

LICENSE NUMBER: RZ1758

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/05/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

EXHIBIT “B”

ZONING

Subdivision II. PR-MU Gulf Blvd (Downtown Redevelopment) Zoning District[1]

Sec. 68-410.30. Purpose and intent.

The PR-MU Gulf Blvd. zoning district is established as a transitional district between the PR-MU Core and the area of hotels and motels found along the west side of Gulf Boulevard (State Route 699). The PR-MU Gulf Blvd. zoning district exists to accommodate an array of mixed uses, including residential dwelling units as part of the downtown. No use is permitted unless it is listed as a permitted or special exception use in the PR-MU Gulf Blvd. zoning district. A use not listed or described by category is prohibited.

(Ord. No. 12-09, § 4, 12-18-12; Ord. No. 15-03, § 3, 7-7-15)

Sec. 68-410.31. Permitted principal uses.

The purpose of listing the permitted principal uses is to identify principal uses that are allowable on a property within this zoning district. Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses in the PR-MU Gulf Blvd. zoning district are as follows:

(a) Artist studios with retail and/or wholesale distribution space for artist's original handmade works, excluding mass produced or manufactured products.

(b) Automobile service stations for fueling and the sales of goods.

(c) Car wash.

(d) Child day care center.

(e) Eating and drinking establishments, including bars, cocktail lounges, or nightclubs.

(f) Entry and/or lobby space for upper story uses.

(g) Financial institutions.

(h) Government including parks and recreation facilities.

(i) Home occupation.

(j) Live-work units.

(k) Museum, gallery, or exhibit hall.

(l) Office uses and business services.

(m) Parking lot and structure including for fee (parking structure must provide liner building with active storefronts).

[1]Ord. No. 15-03, § 3, adopted July 7, 2015, amended the title of subd. II, to read as set out herein. Previously subd. II was titled "Planned Redevelopment-Mixed Use Gulf Boulevard District (PR-MU Gulf Blvd)."

(n) Personal and professional services such as barbershops, beauty shops, tailoring, garment alteration and repair, shoe repair, dry cleaning pick-up and drop-off, spa, health club, and other personal service uses similar in character and impact.

(o) Religious institution use.

(p) Residential dwelling units as a component of mixed-use development only. Residential dwelling units shall not be allowed on the ground level of any structure except for the entry and/or lobby space for upper story uses.

(q) Retail establishments, including those with drive-thru facilities.

(r) Indoor entertainment facilities.

(s) Tourist dwelling units.

(t) Materially similar uses. Uses similar to and no more intense than those permitted uses listed above shall also be determined permitted uses. The city manager or designee shall review and evaluate each of these uses in accordance with criteria set forth in section 68-410.34, "interpretation of materially similar uses."

(Ord. No. 12-09, § 4, 12-18-12; Ord. No. 15-03, § 3, 7-7-15)

Sec. 68-410.32. Accessory use or accessory structure.

Accessory use or structure is a use or detached structure on the same lot or parcel under the same ownership and is incidental and subordinate to the principal use or structure.

(a) Boat slips associated with a permitted principal business use on site, not for rent.

(b) Private swimming pool.

(c) Private recreational areas for the exclusive use of the occupants and guests of a permitted or approved special exception use.

(d) Off-street parking and loading.

(e) Storage building or shed.

(f) Other accessory uses customarily incident to a permitted or approved special exception use.

(Ord. No. 12-09, § 4, 12-18-12)

Sec. 68-410.33. Special exception uses.

The special exception uses listed are considered to be uses which may not be appropriate generally or without restriction in this zoning district but which, if controlled as to number, area, location and relation to the neighborhood, would promote the public health, safety, welfare, order, comfort, convenience, appearance or prosperity and is permissible.

(a) Bus shelters.

(b) Drive-through services (financial institution, pharmacies, restaurant, etc.).

(c) Educational facilities.

(d) Outside occupied space.

(e) Utility substations.

(f) Materially similar uses. Uses similar to and no more intense than those special exception uses listed above shall also be determined special exception uses. The city manager or designee shall review and evaluate each of these uses in accordance with criteria set forth in section 68-410.34, "interpretation of materially similar uses."

(Ord. No. 12-09, § 4, 12-18-12)

Sec. 68-410.34. Materially similar uses.

When evaluating an application for a materially similar use, the city manager or designee, shall consider the following characteristics, including but not limited to:

(a) Any special public utility requirement for serving the proposed use;

(b) The amount and nature of any nuisances generated on the premises, including but not limited to noise, smoke, odor, glare, vibration, radiation and fumes;

(c) Parking requirements, turnover and generation, ratio of the number of spaces required per unit area or activity and the potential for shared parking with other uses;

(d) The size and type of items sold and nature of inventory on the premises;

(e) Volume and type of sales (retail, wholesale, etc.), if relevant;

(f) The nature and location of storage and outdoor display of merchandise; enclosed, open, inside or outside the principal building, and predominant types of items stored (such as business vehicles, work-in-process, inventory, and merchandise, construction materials, scrap and junk and raw materials including liquids and powders);

(g) Any processing done on the premises, including assembly, warehousing, shipping, distribution;

(h) The type, size and nature of buildings and structures;

(i) The number of and density of employees and customers per unit area of site in relation to business hours and employment shifts;

(j) Transportation requirements, including the modal split for people and goods, by volume, type and characteristic of traffic generation to and front the site, trip purposes and whether trip purposes can be shared by other uses on the site; and

(k) The impact on adjacent properties created by the proposed use will not be greater than that of other uses in the district.

(Ord. No. 12-09, § 4, 12-18-12)

Sec. 68-410.35. General requirements.

(a) Street level uses shall consist exclusively of commercial floor area and internal parking. Functional retail establishments/restaurant street frontage shall be required on any site abutting "Gulf Boulevard" (State Route 699) or a side street.

(b) Residential dwelling and tourist dwelling units are permitted only above the street level and only as part of a mixed-use development project consisting of a nonresidential component (exclusive of parking).

(c) The second level and above of each building may provide for retail establishments, art studios, office uses, residential dwelling or tourist dwelling units.

(d) The 2nd story of each building and above may extend out over the pedestrian and limited dining and display zone.

(Ord. No. 12-09, § 4, 12-18-12)

Sec. 68-410.36. Density and intensity.

(a) The tourist dwelling unit density shall not exceed 22 units per acre.

(b) The residential dwelling unit density shall not exceed 15 dwelling units per acre.

(c) Non-residential uses shall not exceed a floor area ratio (FAR) of 0.55.

(d) Projects may achieve the maximum allowable densities and intensities for tourist dwelling units, residential dwelling units and non-residential uses on a project site.

(Ord. No. 12-09, § 4, 12-18-12; Ord. No. 12-07, § 1, 12-4-12, ref. of 3-12-13; Ord. No. 13-04, § 3, 6-4-13)

Sec. 68-410.37. Building height.

(a) The maximum building height in the PR-MU Gulf Blvd. zoning district shall not exceed 60 feet above base flood elevation plus 2.0 feet of freeboard.

(b) The minimum height in the PR-MU Gulf Blvd. zoning district shall be two stories, 26 feet above base flood elevation plus 2.0 feet of freeboard.

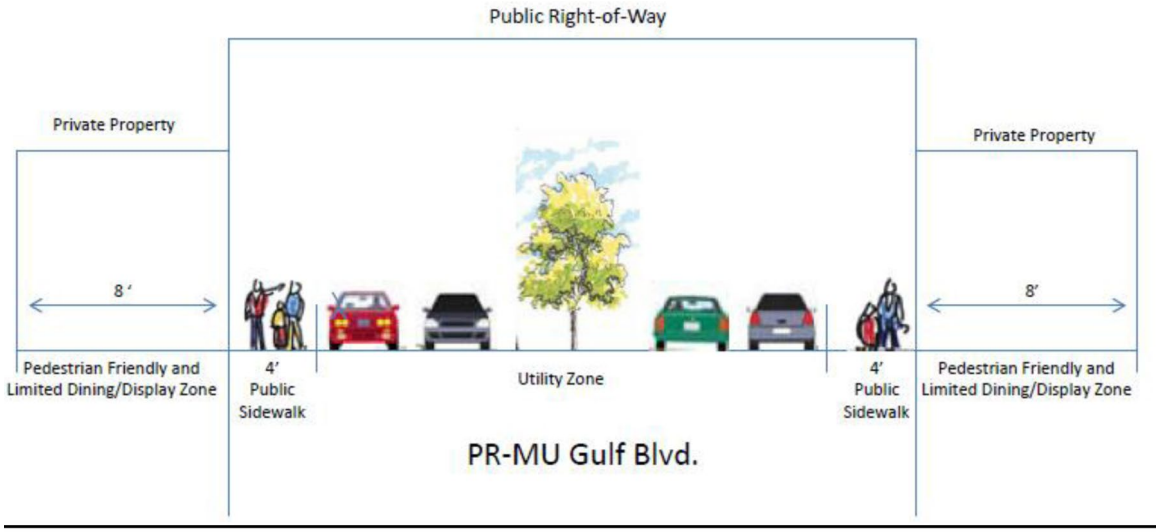
(Ord. No. 12-09, § 4, 12-18-12; Ord. No. 13-04, § 4, 6-4-13; Ord. No. 15-03, § 3, 7-7-15)

Sec. 68-410.38. Setbacks.

To encourage pedestrian movement, there will be two zones:

(1) *"Utility zone"* is the area within the Gulf Boulevard (State Route 699) right-of-way which is used for street furnishings, street signage, traffic control devices, public sidewalk and light poles.

(2) *"Pedestrian friendly and limited dining/display zone"* is an eight-feet wide improved walkway and a minimum of ten feet tall constructed by the property owner on private property which is adjacent and parallel to the utility zone limited to dining/display area and shall be reviewed during the site plan review process. Any awning or structure shall be built at a minimum of ten feet above grade. There may be a sign, lighting and/or fan which may be hung from the underside of structure. There must be eight-feet of vertical clearance. This zone shall extend the entire width of the property.



Front setback: At ground level at least 25 feet of the property owner's building façade will be built eight feet from Gulf Boulevard (State Route 699) right-of-way line and be aligned parallel to Gulf Boulevard (State Route 699) right-of-way.

Within the redevelopment of each site, the property owner will build an arcade eight feet deep to cover the pedestrian zone. The arcade or awning will be built ten feet in height directly adjacent to the front building facade. There may be a sign, lighting and/or fan which may be hung from the underside of the arcade structure. There must be a minimum of eight-feet of vertical clearance.

The second story and above of each building may have a zero setback.

On corner lots, the setback to the secondary street will be the same as the front setback.

The setback along Park Place and all other streets in the zoning district shall be a minimum of eight feet.

Side setback: The side setbacks shall be zero.

Rear setback: The rear setback along Boca Ciega Bay shall be 25 feet. Preferably, the parking for these buildings shall be on the side of the structure to preserve the bay view and offer the opportunity for outdoor dining in the rear waterfront yard.

The rear setback for non-waterfront lots in the zoning district shall be eight feet.

Two examples of an eight-foot wide "pedestrian friendly and limited dining/display zone"





(Ord. No. 12-09, § 4, 12-18-12; Ord. No. 15-03, § 3, 7-7-15)

Sec. 68-410.39. Maximum impervious surface ratio.

Maximum impervious surface ratio (ISR) for all uses shall not exceed 0.90.

(Ord. No. 12-09, § 4, 12-18-12)

Sec. 68-410.40. Green building and leadership in energy and environmental design.

The city encourages Leadership in Energy and Environmental Design (LEED) standards with each project.

(Ord. No. 12-09, § 4, 12-18-12)

Sec. 68-410.41. Other development standards.

Other development standards as contained in the Treasure Island Downtown Design Standards.

(Ord. No. 12-09, § 4, 12-18-12)

Secs. 68-410.42—68-410.49. Reserved.

3.00
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4.10

FORM 1132 FLORIDA Fee Simple Deed

70014382

TUTBLANX REGISTERED U. S. PAT. OFFICE
Tuttle Law Print, Publishers, Rutland, Vt.

O.R. 3267 PAGE 247

This Indenture,

THIS INSTRUMENT WAS PREPARED BY
WILLIAM J. MOLLOD
ATTORNEY
669 - 1st AVENUE NORTH
ST. PETERSBURG, FLORIDA

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all the notes herein described if more than one

Made this 27th *day of* January *A. D. 19* 70

Between J. LEE BALLARD, Trustee, joined by Celia C. Ballard, his wife

of the County of Pinellas *and State of* Florida
party of the first part, and the CITY OF TREASURE ISLAND, a Municipal Corporation under the laws of Florida

of the County of Pinellas *and State of* Florida
party of the second part,

RECORDED
PINELLAS CO. FLORIDA
HAROLD MULLENHOORE, CLERK
FEB 11 2 52 PM '70

Witnesseth, *that the said party of the first part, for and in consideration of the sum of* Ten ($10.00) Dollars and other good and valuable considerations *Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred, and by these presents does grant, bargain, sell and transfer unto the said party of the second part all that certain parcel of land lying and being in the County of* Pinellas *, and State of Florida, more particularly described as follows:*

Lot 13 and the Southwesterly 5 feet of Lot 14, City of Treasure Island, Blocks 2, 4, 9, 10, 11, 12, 13, 14, 15 and remainder of Blocks 1 and 8, as recorded in Plat Book 31 Pages 19to 22, Public Records of Pinellas County, Florida for street and alley purposes. Said lots are located in Block 12, City of Treasure Island.

PINELLAS COUNTY 062387
FLORIDA DOCUMENTARY SURTAX
FEB 11'70
R.B. 10825
00.55

PINELLAS COUNTY 033097
STATE OF FLORIDA DOCUMENTARY STAMP TAX
COMPTROLLER
FEB 11'70
R.B. 10521
00.30

Together *with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining:*

To Have and to Hold *the same in fee simple forever.*

In Witness Whereof, *the said party of the first part has hereunto set his hand and seal the day and year above written.*

Signed, Sealed and Delivered in Our Presence:

Opal K. Brubaker
Jean C. Brumby
Opal K. Brubaker
Jean C. Brumby

J. Lee Ballard Trustee. L.S.
Celia C. Ballard L.S.
Celia C. Ballard L.S.
L.S.

O.R. 3267 PAGE 248

State of Florida,

County of PINELLAS

I HEREBY CERTIFY *That on this* 27th *day of* January *A. D. 19*70*, before me personally appeared* J. Lee Ballard, Trustee, joined by Celia C. Ballard, his wife

to me known to be the person s *described in and who executed the foregoing conveyance to* CITY OF TREASURE ISLAND *and severally acknowledged the execution thereof to be* their *free act and deed for the uses and purposes therein mentioned.*

WITNESS *my signature and official seal at* Pinellas *in the County of and State of Florida, the day and year last aforesaid.*

Opal K. Brubaker
Notary Public

My Commission Expires _____

Notary Public, State of Florida at Large.
My Commission Expires March 18, 1973.

70014382

TO
CITY OF TREASURE ISLAND
120 - 108th Avenue
Treasure Island, Fla. 33706

Date

ABSTRACT OF DESCRIPTION

Goodrich, Joan

From: Mark Bentley <markb@jpfirm.com>
Sent: Tuesday, July 8, 2025 2:27 PM
To: Goodrich, Joan
Cc: Lee, Bobbie Shay
Subject: Purchase of City property
Attachments: Pinellas County Clerk of the Court - Bk 3267 Pg 247.pdf

This Message Is From an External Sender
This message came from outside your organization.

Good afternoon Ms. Goodrich - this law firm represents Pirate Square, LLC which is interested in purchasing the property described in the attached deed. Please advise concerning what measures we should take to facilitate the sale. Thank you for your assistance, Mark

Mark S. Bentley, Esq., B.C.S., AICP
Partner
813-225-2500 Office | 813-223-7118 Fax
400 N Ashley Drive, Suite 3100, Tampa, FL 33602

JOHNSON POPE
BOKOR RUPPEL & BURNS LLP
COUNSELORS AT LAW

www.jpfirm.com | vCard | bio | email

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FORM 1132 FLORIDA Fee Simple Deed

70014382

TUTBLANX REGISTERED U. S. PAT. OFFICE
Tuttle Law Print, Publishers, Rutland, Vt.

O.R. 3267 PAGE 247

This Indenture,

THIS INSTRUMENT WAS PREPARED BY
WILLIAM T. McLEOD
ATTORNEY
965 - 1st AVENUE NORTH
ST. PETERSBURG, FLORIDA

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all the notes herein described if more than one

Made this 27th *day of* January *A. D. 19* 70

Between J. LEE BALLARD, Trustee, joined by Celia C. Ballard, his wife

of the County of Pinellas *and State of* Florida *party of the first part, and* the CITY OF TREASURE ISLAND, a Municipal Corporation under the laws of Florida

of the County of Pinellas *and State of* Florida *party of the second part,*

RECORDED
PINELLAS CO. FLORIDA
HAROLD MULLENDORE, CLERK
FEB 11 2 52 PM '70

Witnesseth, *that the said party of the first part, for and in consideration of the sum of* Ten ($10.00) Dollars and other good and valuable considerations *Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred, and by these presents does grant, bargain, sell and transfer unto the said party of the second part all that certain parcel of land lying and being in the County of* Pinellas *, and State of Florida, more particularly described as follows:*

Lot 13 and the Southwesterly 5 feet of Lot 14, City of Treasure Island, Blocks 2, 4, 9, 10, 11, 12, 13, 14, 15 and remainder of Blocks 1 and 8, as recorded in Plat Book 31 Pages 19 to 22, Public Records of Pinellas County, Florida for street and alley purposes. Said lots are located in Block 12, City of Treasure Island.

PINELLAS COUNTY 062387 FLORIDA DOCUMENTARY SURTAX 00.55 FEB 11 70 P.B. 10825 PINELLAS COUNTY 033097 STATE OF FLORIDA DOCUMENTARY STAMP TAX COMPTROLLER 00.30 FEB 11 70 P.B. 10521

Together *with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining:*

To Have and to Hold *the same in fee simple forever.*

In Witness Whereof, *the said party of the first part has hereunto set his hand and seal the day and year above written.*

Signed, Sealed and Delivered in Our Presence:

Opal K. Brubaker
Jean C. Brumby
Opal K. Brubaker
Jean C. Brumby

J. Lee Ballard Trustee (L.S.)

Celia C. Ballard (L.S.)

(L.S.)

(L.S.)

O.R. 3267 PAGE 248

State of Florida,

County of PINELLAS

I HEREBY CERTIFY. *That on this* 27th *day of* January *A. D. 19* 70, *before me personally appeared* J. Lee Ballard, Trustee, joined by Celia C. Ballard, his wife

to me known to be the person s *described in and who executed the foregoing conveyance to* CITY OF TREASURE ISLAND *and severally acknowledged the execution thereof to be* their *free act and deed for the uses and purposes therein mentioned.*

WITNESS *my signature and official seal at* Pinellas *in the County of and State of Florida, the day and year last aforesaid.*

Opal K. Brubaker
Notary Public

My Commission Expires _____

Notary Public, State of Florida at Large.
My Commission Expires March 18, 1973.

'70014382

FEE SIMPLE

TO
CITY OF TREASURE ISLAND
120 - 108th Avenue
Treasure Island, Fla. 33706

Date

ABSTRACT OF DESCRIPTION

Vacant Land Contract

FloridaRealtors®

1. Sale and Purchase ("Contract"): The City of Treasure Island, FL ("**Seller**") and Pirate Square LLC ("**Buyer**") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: North Side 106th Avenue 145 feet West of 1st Stree, Treasure Island, FL 33706
Legal Description: TREASURE ISLAND, CITY OF BLK 12, LOT 13 & SW'LY 5FT OF LOT 14, as Recorded in Plat Book 031, Page 019 in the Public Records of Pinellas County, Florida.
Parcel ID 23-31-15-91818-012-0130
SEC ___/TWP /___/RNG ___ of _____ County, Florida. Real Property ID No.:_____
including all improvements existing on the Property and the following additional property: _____

2. Purchase Price: (U.S. currency) ..... $ 40,000.00
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: Stewart Title Guaranty Company
Escrow Agent's Contact Person: Michelle Burgos
Escrow Agent's Address: 3402 W. Cypress Street, Tampa, FL 33607
Escrow Agent's Phone: 954.299.5374
Escrow Agent's Email: mburgos@stewart.com

(a) Initial deposit ($0 if left blank) (**Check if applicable**)
☐ accompanies offer
☑ will be delivered to Escrow Agent within _____ days (3 days if left blank)
after Effective Date ..... $ 1,000.00

(b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)
☐ within _____ days (10 days if left blank) after Effective Date
☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period ..... $ _____

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) ..... $ _____

(d) Other: _____ ..... $ _____

(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds ..... $ _____

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: _____

3. Time for Acceptance; Effective Date: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before 09/16/2025, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.**

4. Closing Date: This transaction will close on or before 10/10/202[illegible] ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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Created by Summer Emmanuel Douglas with SkySlope® Forms

("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (**Check as applicable**)

(a) ☑ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing: Buyer** will secure a commitment for new third party financing for $ _____ or _____% of the purchase price at (**Check one**) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows: _____

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to _____ LN#_____ in the approximate amount of $_____ currently payable at $_____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (**Check one**) **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☑ may not assign this Contract.

8. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☑ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at (**Check one**) ☐ **Seller's** ☑ **Buyer's** expense and (**Check one**) ☐ within _____ days after Effective Date ☑ at least 14 days before Closing Date, (**Check one**)

(1) ☑ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) Title Examination: After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: Buyer may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

9. Property Condition: Seller will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) Inspections: (**Check (1) or (2)**)

(1) ☑ **Due Diligence Period: Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

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(2) ☐ **No Due Diligence Period: Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(b) Government Regulations: Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:
Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) Buyer Costs:
Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: Buyer agrees to pay seller closing costs

(c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) 1031 Exchange: If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: Seller or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

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16. **Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.
    (a) Seller Default: If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.
    (b) Buyer Default: If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. **Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. **Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. **Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. **Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. **Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any offer of compensation made by **Seller** or listing broker to cooperating brokers.

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N/A	
Seller's Sales Associate/License No.	**Buyer's** Sales Associate/License No.
Seller's Sales Associate Email Address	**Buyer's** Sales Associate Email Address
Seller's Sales Associate Phone Number	**Buyer's** Sales Associate Phone Number
Listing Brokerage	**Buyer's Brokerage**
Listing Brokerage Address	**Buyer's Brokerage Address**

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**):

☐ A. Back-up Contract
☐ B. Kick Out Clause
☐ C. HOA Addendum
☐ D. Other _____

23. Additional Terms: Buyer to pay all closing costs, including seller closing costs, provided, however, Seller shall pay its own legal fees and the fees for any third-party consultants or parties which Seller has hired in connection with the sale of the Property.

Seller agrees that the Property is buildable and is not restricted to use as right of way, street or alley purposes.

The terms of this Agreement shall survive the closing.

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
☐ Seller rejects Buyer's offer

[The remainder of this page is intentionally left blank.

This Contract continues with Line 369 on Page 8 of 8.]

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This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: 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. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Buyer: _____ Date: _____

Print name: Shawn Byrne

Buyer: _____ Date: _____

Print name: _____

Buyer's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

Seller: _____ Date: _____

Print name: The City of Treasure Island, FL

Seller: _____ Date: _____

Print name: _____

Seller's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

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Vacant Land Contract

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1. Sale and Purchase ("Contract"): The City of Treasure Island, FL ("**Seller**") and Pirate Square LLC ("**Buyer**") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: North Side 106th Avenue 145 feet West of 1st Stree, Treasure Island, FL 33706
Legal Description: TREASURE ISLAND, CITY OF BLK 12, LOT 13 & SW'LY 5FT OF LOT 14, as Recorded in Plat Book 031, Page 019 in the Public Records of Pinellas County, Florida.
Parcel ID 23-31-15-91818-012-0130
SEC ___/TWP /___/RNG ___ of _____ County, Florida. Real Property ID No.:_____
including all improvements existing on the Property and the following additional property: _____

2. Purchase Price: (U.S. currency) ..... $ 40,000.00
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: Stewart Title Guaranty Company
Escrow Agent's Contact Person: Michelle Burgos
Escrow Agent's Address: 3402 W. Cypress Street, Tampa, FL 33607
Escrow Agent's Phone: 954.299.5374
Escrow Agent's Email: mburgos@stewart.com

(a) Initial deposit ($0 if left blank) (**Check if applicable**)
☐ accompanies offer
☑ will be delivered to Escrow Agent within _____ days (3 days if left blank) after Effective Date ..... $ 1,000.00
(b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)
☐ within _____ days (10 days if left blank) after Effective Date
☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period ..... $ _____
(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) ..... $ _____
(d) Other: _____ ..... $ _____
(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds ..... $ _____

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: _____

3. Time for Acceptance; Effective Date: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before 09/16/2025, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.**

4. Closing Date: This transaction will close on or before 10/10/2025 ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☑ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing: Buyer** will secure a commitment for new third party financing for $ _____ or _____% of the purchase price at (**Check one**) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows: _____

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to _____ LN#_____ in the approximate amount of $_____ currently payable at $_____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (Check one) Buyer ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☑ may not assign this Contract.

8. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☑ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at (**Check one**) ☐ **Seller's** ☑ **Buyer's** expense and (**Check one**) ☐ within _____ days after Effective Date ☑ at least 14 days before Closing Date, (**Check one**)

(1) ☑ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) Title Examination: After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: Buyer may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

9. Property Condition: Seller will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) Inspections: (Check (1) or (2))

(1) ☑ **Due Diligence Period: Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

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(2) ☐ **No Due Diligence Period: Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone: Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:**
Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) **Buyer Costs:**
Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: Buyer agrees to pay seller closing costs

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. **Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. **Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. **Force Majeure: Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. **Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. **Complete Agreement; Persons Bound:** This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

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16. **Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.
   (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.
   (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. **Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. **Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. **Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. **Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. **Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any offer of compensation made by **Seller** or listing broker to cooperating brokers.

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N/A **Seller's** Sales Associate/License No.	**Buyer's** Sales Associate/License No.
Seller's Sales Associate Email Address	**Buyer's** Sales Associate Email Address
Seller's Sales Associate Phone Number	**Buyer's** Sales Associate Phone Number
Listing Brokerage	**Buyer's Brokerage**
Listing Brokerage Address	**Buyer's Brokerage Address**

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**):

☐ A. Back-up Contract
☐ B. Kick Out Clause
☐ C. HOA Addendum
☐ D. Other _____

23. Additional Terms: Buyer to pay all closing costs, including seller closing costs, provided, however, Seller shall pay its own legal fees and the fees for any third-party consultants or parties which Seller has hired in connection with the sale of the Property.

The terms of this Agreement shall survive the closing.

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
☐ Seller rejects Buyer's offer

[The remainder of this page is intentionally left blank.

This Contract continues with Line 369 on Page 8 of 8.]

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This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: 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. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

381* **Buyer:** _____ as Manager of Pirate Shores, LLC Date: 9/30/2025

382* Print name: Shawn Byrne

383* **Buyer:** _____ Date: _____

384* Print name: _____

385 **Buyer's** address for purpose of notice:

386* Address: _____

387* Phone: _____ Fax: _____ Email: _____

388* **Seller:** _____ Date: _____

389* Print name: The City of Treasure Island, FL

390* **Seller:** _____ Date: _____

391* Print name: _____

392 **Seller's** address for purpose of notice:

393* Address: _____

394* Phone: _____ Fax: _____ Email: _____

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RESOLUTION NO. 2025-21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA, APPROVING THE SALE OF A CITY-OWNED VACANT LAND PARCEL LOCATED ON THE NORTH SIDE OF 106TH AVENUE, APPROXIMATELY 145 FEET WEST OF 1ST STREET, TREASURE ISLAND, FLORIDA 33706, PARCEL ID NO. 23-31-15-91818-012-0130, FOR THE PURCHASE PRICE OF $40,000; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO COMPLETE THE SALE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Treasure Island ("City") is the owner of a certain vacant parcel of real property located on the north side of 106th Avenue, approximately 145 feet west of 1st Street, Treasure Island, Florida 33706, identified as **Parcel ID No. 23-31-15-91818-012-0130** (the "Property"); and

WHEREAS, the Property is not required for municipal purposes and has been identified as suitable for sale; and

WHEREAS, the City has negotiated a purchase offer for the Property in the amount of **Forty Thousand Dollars ($40,000.00)**; and

WHEREAS, the City Commission has determined that the sale of the Property is in the best interest of the City and its residents; and

WHEREAS, the City has complied with all applicable notice, procedural, and statutory requirements for the sale of municipal real property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA, THAT:

1. **Approval of Sale.** The City Commission hereby approves the sale of the Property described as:

   Vacant land parcel located on the north side of 106th Avenue, approximately 145 feet west of 1st Street, Treasure Island, Florida 33706, Parcel ID No. 23-31-15-91818-012-0130, for the purchase price of **$40,000.00**, subject to the terms and conditions of the purchase and sale agreement approved by the City Attorney.

2. **Authorization.** The Mayor and City Manager are hereby authorized and directed to execute any and all documents necessary to consummate the sale, including but not limited to a purchase and sale agreement, deed, and closing documents, and to take such other actions as may be necessary to carry out the intent of this Resolution.
3. **Conflicts.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

4. **Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Commission of the City of Treasure Island, Florida, this ___ day of _____, 2025.

CITY OF TREASURE ISLAND, FLORIDA

By: _____

John Doctor, Mayor

ATTEST:

_____

Lisa Marie Kennedy, City Clerk

_____

City Attorney

AGENDA ITEM NO. H.6

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: October 7, 2025

SUBMITTED BY: Jesse Miller, Community Development

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: First Reading of Ordinance 2025-27, vacating approximately 14,000 sq ft / 0.3214 acres of an alley located between 106th and 107th Avenue, a public right-of-way, to retain a utility easement over the 30-foot-wide east-west alley, to retain a pedestrian easement over the 10-foot-wide north-south alley.

BACKGROUND:

- Most of the property adjacent to the right-of-way is owned by Pirate Square, LLC, the applicant.
- The requested east-west vacated area is not a through street, as it does not connect to any cross streets. Ingress and egress are provided via 1 Milliken Ct and Lot 13, both of which are designated for street and alley purposes.
- The applicant is required, as a condition of this vacation, to provide a pedestrian easement across the north-south 10-foot wide alley to maintain pedestrian access across this property.
- The proposed vacation of right-of-way is not in conflict with the City's Comprehensive Plan provided easements for the utilities are provided or any costs for the relocation of utilities and the needed easements are borne entirely by the applicant.

Please see staff report for additional information.

POLICY/PURPOSE: An ordinance for vacating approximately 14,000 sq ft / 0.3214 acres of an alley located between 106th and 107th Avenue, a public right-of-way, to retain a utility easement over the 30-foot-wide east-west alley, to retain a pedestrian easement over the 10-foot-wide north-south alley.

STRATEGIC PLAN Infrastructure Road Map

RELEVANCE:

Goal 1: Protect City assets to sustain the future of Treasure Island
Objective 1: Assess status, and maintain City-owned infrastructure (seawalls, sanitary sewer, roads and buildings)

ANALYSIS/DISCUSSION:

The City Commission will determine if:

- there is a present necessity for this right-of-way;
- there is a foreseeable necessity for the retention of approximately 14,000 sq. ft. / 0.3214 acres of an alley, a public right-of-way, located between 106th and 107th Avenue; and
- if the right to convenient access of adjoining property owners will be affected by this vacation of right-of-way.

Staff recommends **APPROVAL** of the vacation of the 14,000 sq. ft. / 0.3214 acres of an alley, a public right-of-way, located between 106th and 107th Avenue, Exhibit A, subject to the following conditions stated below and in Section 1 of the ordinance:

1. The applicant shall provide public utility easements for the area described in Exhibit A for the benefit of the City of Treasure Island stormwater facilities, Pinellas County for potable water facilities, and for Duke Energy for its electric facilities. Said easements may be relocated upon mutual agreement of the parties. A letter of no objection from the aforementioned utility providers stating that the easement is sufficient will be provided to the city within 36 months, which may be extended upon mutual agreement of the parties.
2. The applicant shall provide a pedestrian easement, depicted in Exhibit B. The alley must remain 10-foot-wide, connecting 107th Ave (north) to 106th Ave (south) alley for the benefit of the City of Treasure Island. Said easement may be relocated upon mutual agreement of the parties.
3. Access to all utilities shall be maintained at all times and no structures shall be constructed within or above that public utility easement and the pedestrian easement area in compliance with Section 74-103. This condition as it pertains to the pedestrian easement is subject to review and approval of final site plan.
4. The vacation of the right-of-way and easements shall be valid upon the City's recording with the Pinellas County Clerk of the Court and all associated fees paid for by the

applicant.

FUNDING: N/A

MOTION: I move to approve Ordinance 2025-27 and schedule its second and final reading on October 21, 2025.

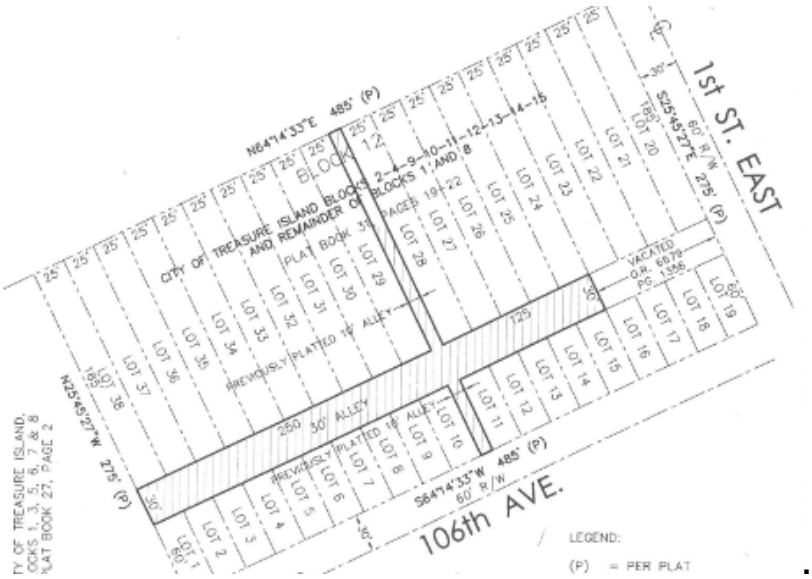
ATTACHMENTS:
1. Staff Report.pdf
2. Ordinance 2025-27 Pirates Square Vacation Right of Way.docx
3. Exhibit A.pdf
4. Exhibit B.pdf
5. Ordinance Business Impact Estimate.docx
6. Application (Vacation of Right-of-way).pdf
7. Applicant Memorandum.pdf
8. Sketch and Legal of Area to be Vacated.pdf
9. Sketch and Legal for Pedestrian Easement.pdf
10. Boundary Survey.pdf
11. Letters of No Objection.pdf
12. Abutting Property Owner Letter.pdf

CITY OF TREASURE ISLAND
CITY COMMISSION
10451 Gulf Blvd, Treasure Island, Florida 33706
Telephone (727) 547-4575; Fax (727) 547-4584

CASE NO. VAC-000514-2025
STAFF REPORT
TUESDAY, OCTOBER 7, 2025, AT 6:00 PM

DESCRIPTION: A request to vacate approx. 14,000 sq. ft. / 0.3214 acres of an alley, a public right-of-way, located between 106th and 107th Avenue.

RIGHT-OF-WAY LOCATION:



LEGAL DESCRIPTION: ALL ALLEYS, BLOCK 12, ACCORDING TO THE PLAT OF CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8, AS RECORDED IN PLAT BOOK 31, PAGES 19 THROUGH 22 INCLUSIVE, LESS THAT PORTION PREVIOUSLY VACATED TROUGH RESOLUTION NO. 296 BY THE CITY OF TREASURE ISLAND, FILED IN BOOK 6679, PAGE 1356, ALL IN THE OFFICIAL RECORDS OF PINELLAS COUNTY, FLORIDA.

PROPERTY OWNER: City of Treasure Island

APPLICANT: Pirate Square, LLC.

151 107th Avenue, Suite 3
Treasure Island, FL 33706

AGENT: Mark Bentley, Esq., BCS, AICP
401 East Jackson Street, Suite 3100
Tampa, FL 33602

GENERAL INFORMATION:

Adjacent Property (Use):

North: 115 – 175 107th Avenue – Vacant/Approved for Parking Lot

West: 115 – 175 107th Avenue – Vacant/Approved for Parking Lot

South: 115 -175 107th Avenue – Vacant/Approved for Parking Lot

Lots 1, 2 and 3- Parking Lot

Lot 13- Street and alley purposes

East: 175 107th Avenue – Vacant/Approved for Parking Lot

Site Area: Right-of-way: Approximately 14,000 sq. ft. / 0.3214 acres

BACKGROUND:

This is a request to vacate approximately 14,000 sq. ft. / 0.3214 acres of an alley, a public right-of-way, located between 106th and 107th Avenue.

On June 19, 2025, the Planning and Zoning Board approved a site plan request for a commercial parking lot. This site plan approval is contingent upon the vacation of the 10-foot north-south alley and the 30-foot east-west alley, with all required easements being recorded.

LAND DEVELOPMENT REGULATIONS:

Sec. 74-103. - Utility easements.
To provide for public service poles, conduits, storm drains, and surface swales, sewer or gas mains (but not both), an easement not less than ten feet in width, five feet on each side of the common rear lot line and in other locations where necessary, shall be provided. If both sewer and gas lines are to be located in such easements, a width of at least 15 feet, 7½ feet on each side, shall be provided. No building or other obstruction shall be erected and no trees or shrubbery shall be planted on any easement required under this chapter other than fences and hedges of a type approved by the city, and such fences and hedges shall be cleared away by the property owner whenever necessary in the opinion of the city.

ANALYSIS OF LAND DEVELOPMENT REGULATIONS:

The Code of Ordinances of the City does not currently provide for a procedure establishing how the City accepts and reviews applications to vacate public rights-of-ways and termination of easements. Staff have referenced prior requests to assist with processing this application.

RIGHT-OF-WAY VACATION:
The City Commission will consider an Ordinance to approve, approve with conditions, or deny the vacation of approximately 14,000 sq. ft. / 0.3214 acres of an alley, a public right-of-way, located between 106th and 107th Avenue, Exhibit A.

The City Commission will determine if:

- there is a present necessity for this right-of-way;
- there is a foreseeable necessity for the retention of approximately 14,000 sq. ft. / 0.3214 acres of an alley, a public right-of-way, located between 106th and 107th Avenue; and
- if the right to convenient access of adjoining property owners will be affected by this vacation of right-of-way.

Consistency with Comprehensive Plan:
The City's Comprehensive Plan does not list a policy specifically addressing the vacation of a right-of-way, however, the land for utilities is discussed in the Comprehensive Plan policies.

Objective 1.9: Utilities
The City shall continue to ensure, through site plan review, the availability of suitable land for utility facilities necessary to support proposed development.

Policy 1.9.1: The City shall assure that adequate land is available for the maintenance of those public utility facilities provided by the City necessary to support proposed development.

Policy 1.9.2: The City will cooperate with those public utilities providing service to the community to assure that adequate land is available for those facilities.

Policy 1.9.3: The City shall coordinate with utility companies in an attempt to have new utility lines buried where feasible.

Utilities:
The applicant contacted the following utility companies to determine which services exist in the approximately 14,000 sq. ft. / 0.3214 acres of an alley, a public right-of-way, located between 106th and 107th Avenue and whether the utility companies have any objections or conditions to the vacation.

- **City of Treasure Island**- Public Works Department is the provider and operator of the Sanitary Sewer and Stormwater Drainage utility in Treasure Island.

- There is one existing stormwater inlet located approximately in the middle of the area designated for vacating. In addition, there is a stormwater gravity main pipe that connects the stormwater inlet to the manhole that is located on 106th Avenue.
- There is a sanitary sewer line and several sewer laterals within the right-of-way that is proposed to be abandoned. Any and all expenses to cut and cap or remove these individual service lines shall be at the expense of the property owner. The applicant shall pay all expenses for the survey, design, engineering, permitting, and construction of any replacement stormwater and sanitary sewer facilities which may be necessary to serve the property in the future. Any future replacement stormwater or sanitary sewer facilities system shall be inspected by the City to verify acceptable installation. The new replacement facilities shall be connected to the City utilities located within the right-of-way at points of connection designated by the City.
- The City requires the reservation of a pedestrian easement over the 10-foot-wide alley to ensure public access and mobility in the future.

- **Pinellas County**- Pinellas County has infrastructure facilities in the right-of-way and has no objection to the vacation with a condition that a utility easement will be provided for the existing potable water main that is within the right-of-way.
- **FDOT**- No objection.
- **Charter Communications**- No objections to the request to vacate the noted right-of-way.
- **Duke Energy**- No objection subject to Duke Energy receiving easements, satisfactory to Duke Energy for the total 30-foot wide proposed vacation area for their electric facilities and network infrastructure.
- **Frontier**- No objection to the request.
- **TECO Electric**- Does not service the area and does not object.
- **TECO/Peoples Gas**- No objection. TECO-PGS does not have any active facilities in this specified area.
- **WOW**- No objection. WOW does not have any facilities in the area.
- **Lumen-** No objection. Lumen does not have any facilities within the area proposed for vacation.

Access to Abutting Property:

- The proposed right-of-way vacation is adjacent to two (2) other property owners and access to their property will not be impacted. One property owner has provided a letter of no objection, and the other property owner is the City of Treasure Island.

Findings of Fact:

- Most of the property adjacent to the right-of-way is owned by Pirate Square, LLC, the applicant.
- The requested east-west vacated area is not a through street, as it does not connect to any cross streets. Ingress and egress are provided via 1 Milliken Ct and Lot 13, both of which are designated for street and alley purposes.
- The applicant is required, as a condition of this vacation, to provide a pedestrian easement across the north-south 10-foot wide alley to maintain pedestrian access

across this property.

- The proposed vacation of right-of-way is not in conflict with the City's Comprehensive Plan provided easements for the utilities are provided or any costs for the relocation of utilities and the needed easements are borne entirely by the applicant.

STAFF RECOMMENDATION:

Staff recommends **APPROVAL** of the vacation of the 14,000 sq. ft. / 0.3214 acres of an alley, a public right-of-way, located between 106th and 107th Avenue, Exhibit A, subject to the following conditions:

1. The applicant shall provide public utility easements for the area described in Exhibit A for the benefit of the City of Treasure Island stormwater facilities, Pinellas County for potable water facilities, and for Duke Energy for its electric facilities. Said easements may be relocated upon mutual agreement of the parties. A letter of no objection from the aforementioned utility providers stating that the easement is sufficient will be provided to the city within 36 months, which may be extended upon mutual agreement of the parties.

2. The applicant shall provide a pedestrian easement, depicted in Exhibit B. The alley must remain 10-foot-wide, connecting 107th Ave (north) to 106th Ave (south) alley for the benefit of the City of Treasure Island. Said easement may be relocated upon mutual agreement of the parties.

3. Access to all utilities shall be maintained at all times and no structures shall be constructed within or above that public utility easement and the pedestrian easement area in compliance with Section 74-103. This condition as it pertains to the pedestrian easement is subject to review and approval of final site plan.

4. The vacation of the right-of-way and easements shall be valid upon the City's recording with the Pinellas County Clerk of the Court and all associated fees paid for by the applicant.

[Remainder of this page left intentionally blank.]

Exhibit A

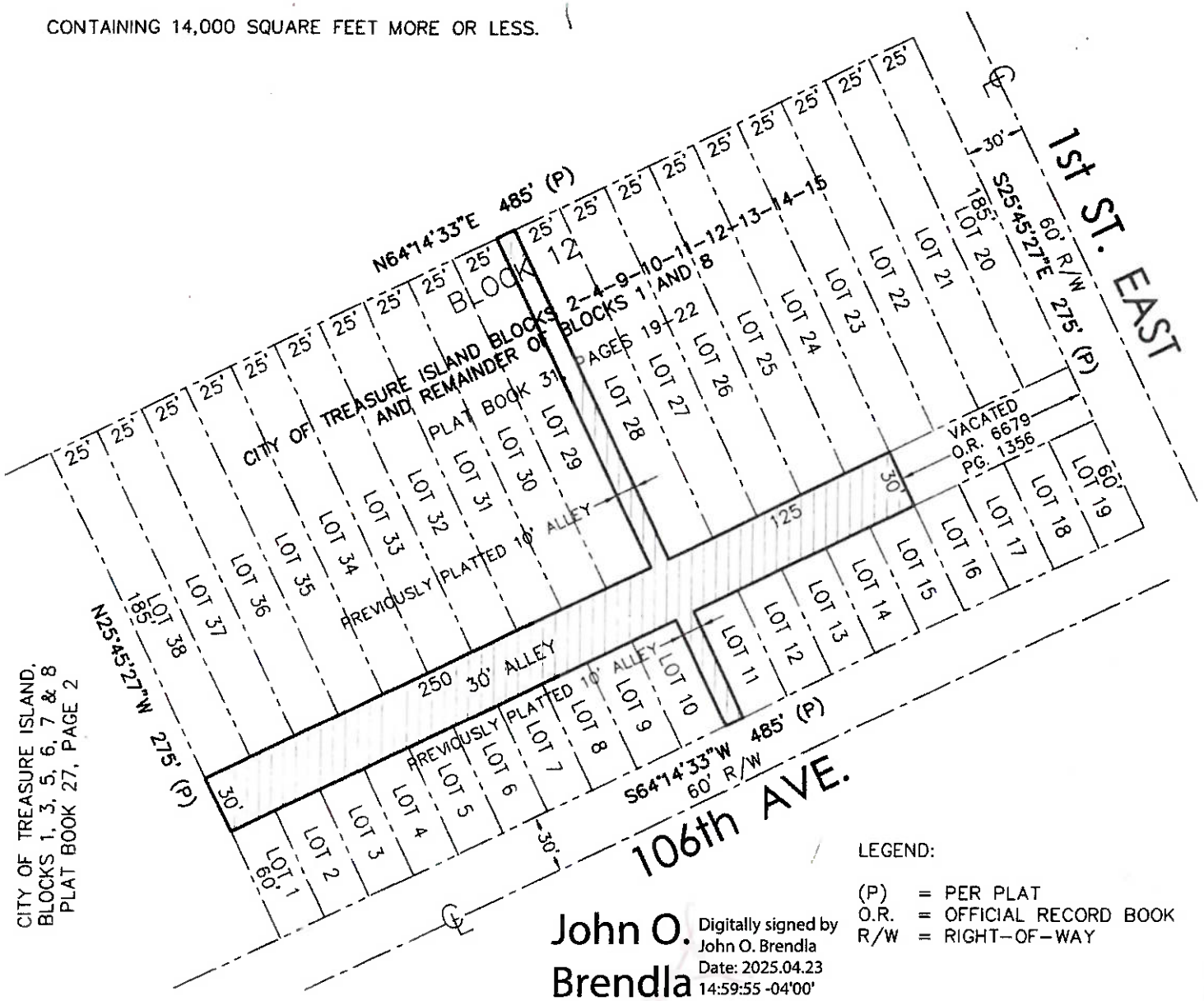
SECTION 23, TOWNSHIP 31S, RANGE 15E

SKETCH AND LEGAL DESCRIPTION OF PORTION OF ALLEYS TO BE VACATED:

ALL ALLEYS, BLOCK 12, ACCORDING TO THE PLAT OF **CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8,** AS RECORDED IN PLAT BOOK 31, PAGES 19 THROUGH 22 INCLUSIVE, LESS THAT PORTION PREVIOUSLY VACATED THROUGH RESOLUTION NO. 296 BY THE CITY OF TREASURE ISLAND, FILED IN BOOK 6679, PAGE 1356, ALL IN THE OFFICIAL RECORDS OF PINELLAS COUNTY, FLORIDA.

CONTAINING 14,000 SQUARE FEET MORE OR LESS.

NORTH BASIS:
PLAT
SCALE: 1" = 80'



LEGEND:

(P) = PER PLAT
O.R. = OFFICIAL RECORD BOOK
R/W = RIGHT-OF-WAY

John O. Brendla
Digitally signed by John O. Brendla
Date: 2025.04.23 14:59:55 -04'00'

PREPARED: APRIL 23, 2025 10:45 AM

THIS IS NOT A SURVEY

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NOTE: Sketch and Legal Description not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

DWN JM
Job Number 2108-77

I hereby certify that the sketch and Legal Description represented hereon meet the requirements of Chapter 5J-17, Florida Administrative Code.

JOHN O. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. LB 760

JOHN O. BRENDLA LICENSE NUMBER 4601 STATE OF FLORIDA

Prepared by:
JOHN C. BRENDLA & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

Exhibit B

SECTION 23, TOWNSHIP 31S, RANGE 15E

SKETCH AND LEGAL DESCRIPTION OF A 10' PEDESTRIAN EASEMENT:

THE EASTERLY 10 FEET OF THE WESTERLY 260 FEET OF BLOCK 12, ACCORDING TO THE PLAT OF **CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8,** AS RECORDED IN PLAT BOOK 31, PAGES 19 THROUGH 22 INCLUSIVE, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

CONTAINING 2,750 SQUARE FEET MORE OR LESS.

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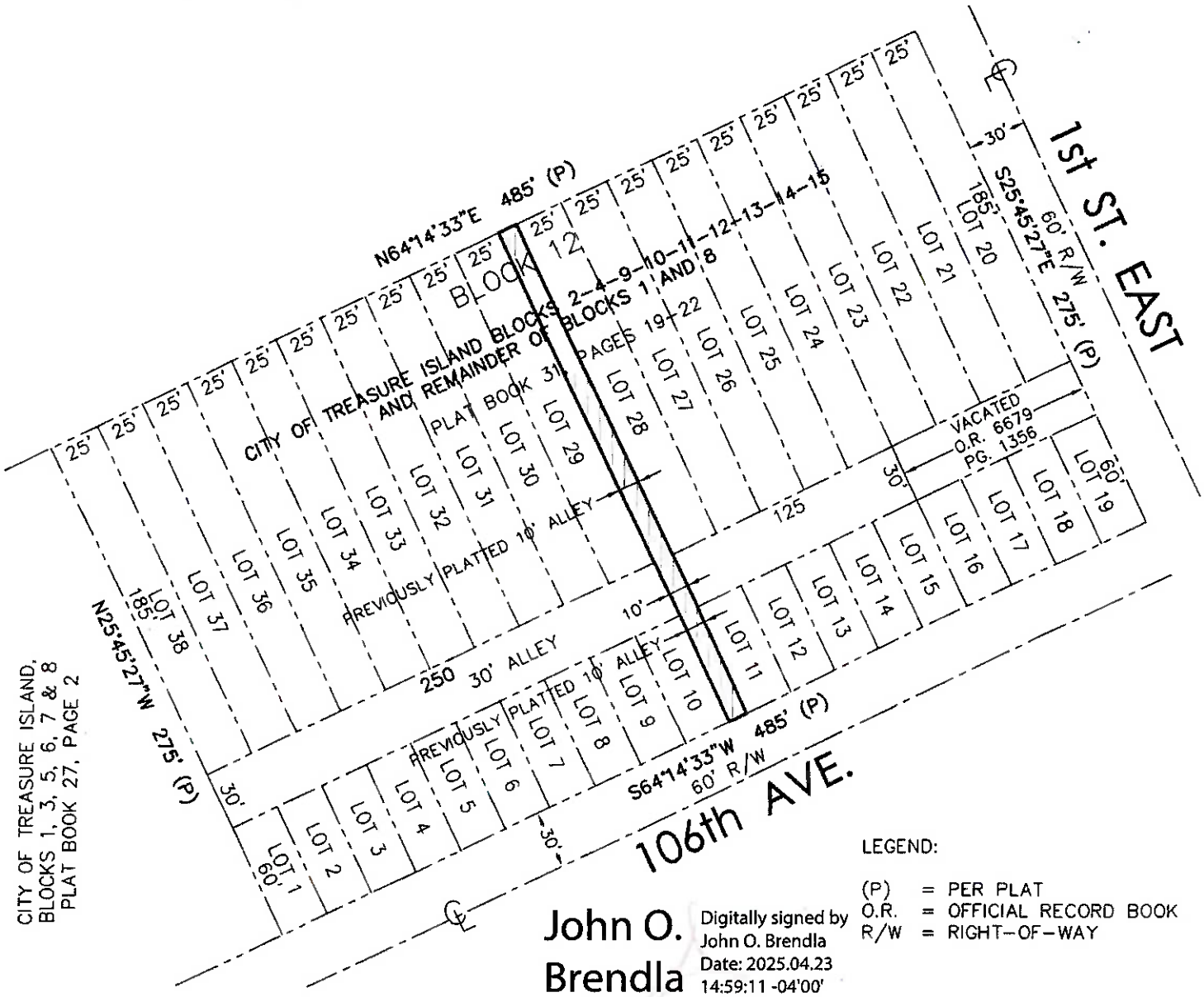

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SHEET 1 OF 1

ORDINANCE 2025-27

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA APPROVING THE VACATION OF APPROXIMATELY 14,000 SQFT / 0.3214 ACRES OF AN ALLEY LOCATED BETWEEN 106TH AND 107TH AVENUE, A PUBLIC RIGHT-OF-WAY, TO RETAIN A UTILITY EASEMENT OVER THE 30-FOOT-WIDE EAST-WEST ALLEY, TO RETAIN A PEDESTRIAN EASEMENT OVER THE 10-FOOT-WIDE NORTH-SOUTH ALLEY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission finds that there is not a present necessity for approximately 14,000 sq. ft / 0.3214 acres of alley located between 106th and 107th Avenue, a public right-of-way, to remain as a right-of-way; and

WHEREAS, the City Commission finds that there is not a foreseeable necessity for the retention of approximately 14,000 sq. ft / 0.3214 acres of alley located between 106th and 107th Avenue, a public right-of-way, as a right-of-way; and

WHEREAS, the City Commission finds that there is not a right to convenient access of adjoining property owners that will be affected by the vacation of approximately 14,000 sq. ft / 0.3214 acres of alley located between 106th and 107th Avenue, a public right-of-way; and

WHEREAS, the City Commission finds that a utility easement must be retained over the 30-foot-wide east-west alley located between 106th and 107th Avenue to ensure all utility services are maintained in the neighborhood.

WHEREAS, the City Commission finds that a pedestrian easement must be retained over the 10-foot-wide north-south alley located between 106th and 107th Avenue.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND DOES ORDAIN:

SECTION 1. The approximately 14,000 sq. ft / 0.3214 acres of alley located between 106th and 107th Avenue described as:

> ALL ALLEYS, BLOCK 12, ACCORDING TO THE PLAT OF CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8, AS RECORDED IN PLAT BOOK 31, PAGES 19 THROUGH 22 INCLUSIVE, LESS THAT PORTION PREVIOUSLY VACATED TROUGH RESOLUTION NO. 296 BY THE CITY OF TREASURE ISLAND, FILED IN BOOK 6679, PAGE 1356, ALL IN THE OFFICIAL RECORDS OF PINELLAS COUNTY, FLORIDA.

is hereby vacated subject to the following conditions:

1. The applicant shall provide public utility easements for the area described in Exhibit A for the benefit of the City of Treasure Island stormwater facilities, Pinellas County for potable water facilities, and for Duke Energy for its electric facilities. Said easements

may be relocated upon mutual agreement of the parties. A letter of no objection from the aforementioned utility providers stating that the easement is sufficient will be provided to the city within 36 months, which may be extended upon mutual agreement of the parties.

2. The applicant shall provide a pedestrian easement, depicted in Exhibit B. The alley must remain 10-foot-wide, connecting 107th Ave (north) to 106th Ave (south) alley for the benefit of the City of Treasure Island. Said easement may be relocated upon mutual agreement of the parties.

3. Access to all utilities shall be maintained at all times and no structures shall be constructed within or above that public utility easement and the pedestrian easement area in compliance with Section 74-103. This condition as it pertains to the pedestrian easement is subject to review and approval of final site plan.

4. The vacation of the right-of-way and easements shall be valid upon the City's recording with the Pinellas County Clerk of the Court and all associated fees paid for by the applicant.

SECTION 2. EFFECTIVE DATE.
This Ordinance shall take effect immediately upon its final passage.

FIRST READING and PUBLIC HEARING on the 7th day of October, 2025.

SECOND READING and PUBLIC HEARING on the __ day of _____, 202__.

PUBLISHED in the Tampa Bay Times on the ___ day of _____ , 202__.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the __ day of ____, 202_ by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST:

_____
Lisa Marie Kennedy, City Clerk

Approved as to form:

_____
City Attorney

Exhibit A

SECTION 23, TOWNSHIP 31S, RANGE 15E

671

SKETCH AND LEGAL DESCRIPTION OF PORTION OF ALLEYS TO BE VACATED:

ALL ALLEYS, BLOCK 12, ACCORDING TO THE PLAT OF **CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8,** AS RECORDED IN PLAT BOOK 31, PAGES 19 THROUGH 22 INCLUSIVE, LESS THAT PORTION PREVIOUSLY VACATED THROUGH RESOLUTION NO. 296 BY THE CITY OF TREASURE ISLAND, FILED IN BOOK 6679, PAGE 1356, ALL IN THE OFFICIAL RECORDS OF PINELLAS COUNTY, FLORIDA.

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NORTH BASIS:
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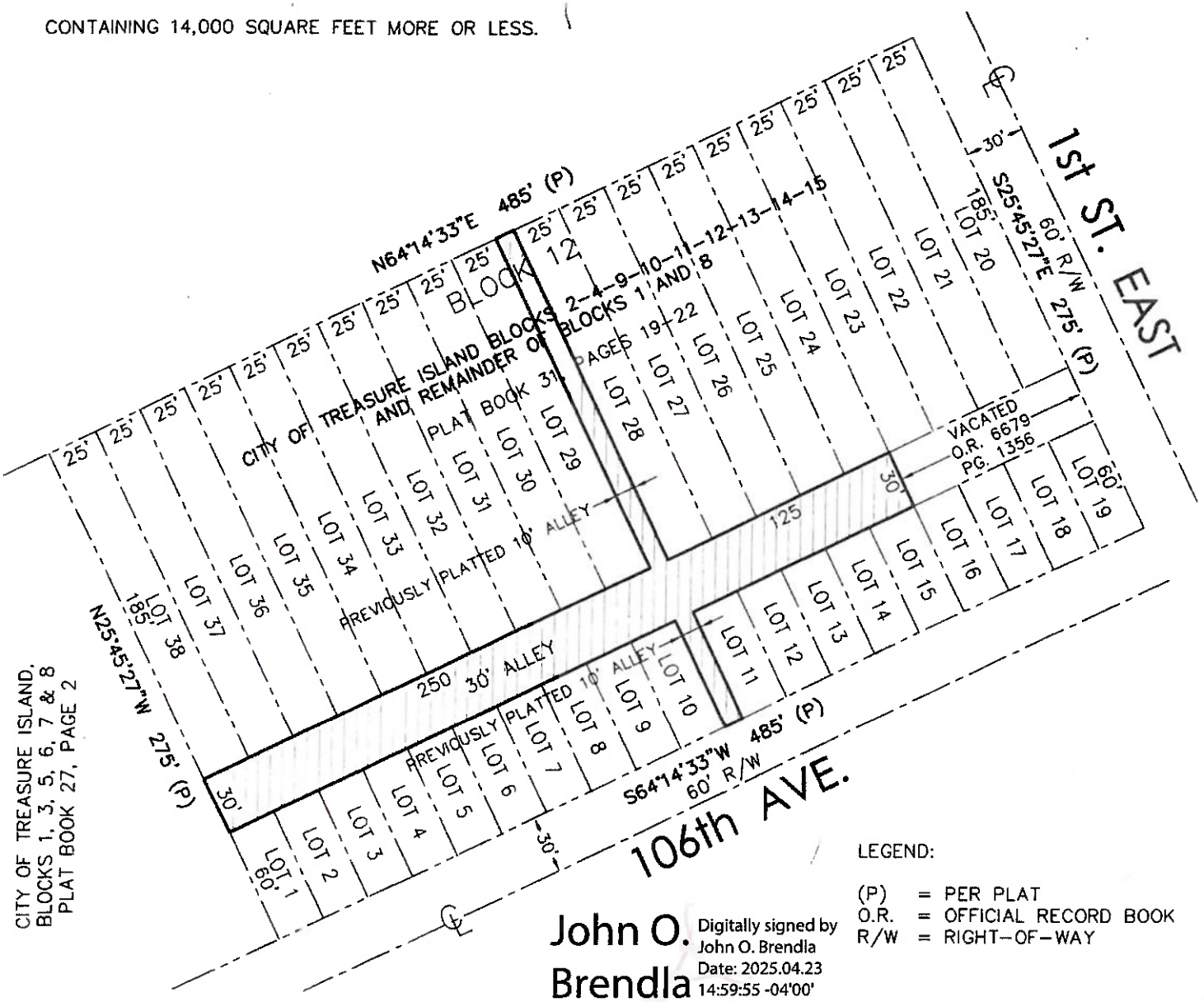
SCALE: 1" = 80'



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Job Number 2108-77 DWN JM

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JOHN O. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. LB 760

STATE OF FLORIDA JOHN O. BRENDLA LICENSE NUMBER 4601

Prepared by:
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phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 1 OF 1

Exhibit B

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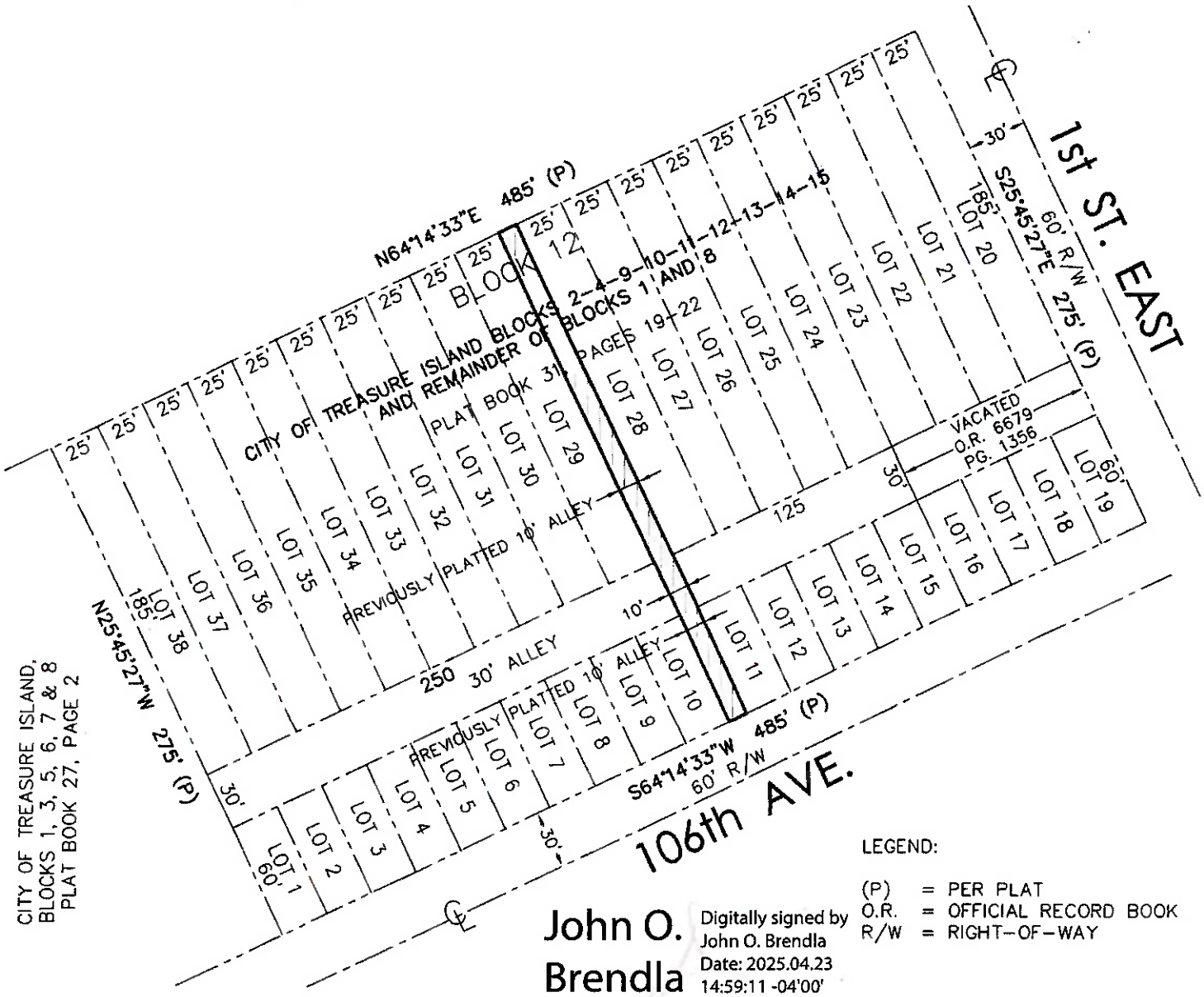

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SHEET 1 OF 1

City of Treasure Island
Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORDINANCE 2025-27

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA APPROVING THE VACATION OF APPROXIMATELY 14,000 SQFT / 0.3214 ACRES OF AN ALLEY LOCATED BETWEEN 106TH AND 107TH AVENUE, A PUBLIC RIGHT-OF-WAY, TO RETAIN A UTILITY EASEMENT OVER THE 30-FOOT-WIDE EAST-WEST ALLEY, TO RETAIN A PEDESTRIAN EASEMENT OVER THE 10-FOOT-WIDE NORTH-SOUTH ALLEY, AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by section 166.041(4), Florida Statutes, for the proposed ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
☐ The proposed ordinance relates to the issuance or refinancing of debt;
☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s).

The ordinance to vacate a right-of-way does not fall under an exception.

Question 3. If there is no applicable exception, proceed with completing the below Business Impact Estimate. This Business Impact Estimate may be revised following its initial posting. In accordance, the City hereby publishes the following information:

A. Summary of the proposed ordinance (must include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals and welfare of the City):
There is no present or foreseeable necessity for an alley located between 106th and 107th avenue to remain as a right-of-way. There is no right to convenient access for adjoining property owners that will be affected by the vacation of the right-of-way.

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;
None

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and
The ordinance will not create any new charge or fee that businesses will be financially responsible for.

(3) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.
None

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3):
None

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance:
1 business/property owner could be impacted.

D. Additional information the governing body deems useful (if any):
None

JOHNSON POPE BOKOR RUPPEL & BURNS, LLP
COUNSELORS AT LAW
TAMPA ▪ CLEARWATER ▪ ST. PETERSBURG

Mark S. Bentley, Esq., B.C.S., AICP
400 N Ashley Drive, Suite 3100
Tampa, Florida 33602
Post Office Box 1100
Tampa, Florida 33601-1100
Telephone (813) 225-2500
Fax (813) 223-7118

Email: MarkB@JPFirm.com
File No. 155824

May 13, 2025

Via E-mail

Michael Helfrich, Director
Treasure Island Public Works
mhelfrich@mytreasureisland.org

Re: Petition for Vacation of Right-of-Way in Treasure Island, Florida

Dear Mr. Helfrich:

Please review the enclosed copy of a petition being submitted to the Treasure Island City Commission regarding a Vacation of Right-of-Way for the purpose of facilitating consolidated redevelopment of the property. After your review, please send a Letter of No Objection (or Objection, if any) via e-mail to **development@jpfirm.com**. The legal description for the alleyway to be vacated is as follows:

> ALL ALLEYS, BLOCK 12, ACCORDING TO THE PLAT OF CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8, AS RECORDED IN PLAT BOOK 31, PAGES 19 THROUGH 22 INCLUSIVE, LESS THAT PORTION PREVIOUSLY VACATED THROUGH RESOLUTION NO. 296 BY THE CITY OF TREASURE ISLAND, FILED IN BOOK 6679, PAGE 1356, ALL IN THE OFFICIAL RECORDS OF PINELLAS COUNTY, FLORIDA.
>
> CONTAINING 14,000 SQUARE FEET MORE OR LESS.

Should you have any questions regarding the foregoing, please feel free to contact me.

Sincerely,

Mark Bentley

Mark Bentley, Esq., B.C.S., AICP

MB/ap
Enclos.

10722824.1

Case Number: _____

City of Treasure Island
Development Review Application

Please use blue or black ink only. Failure to complete this form in its entirety will result in this application being returned without review. Note: A separate application is required for each request.

Property Owners: Pirate Square LLC	Agent: Mark Bentley, Esq., B.C.S., AICP
Address: 151 107th Ave., Suite 3	Address: 401 E Jackson St., Suite 3100
Treasure Island, FL 33706	Tampa, FL 33602
Phone:	Phone: (813) 225-2500
Fax:	Fax:
Email:	Email: markb@jpfirm.com (cc: development@jpfirm.com)

List all Legal Owner(s) of Property: Pirate Square LLC

Complete legal description (may be placed on attached separate page): See attached legal description of right-of-way proposed to be vacated.

Development Name: Pirate Square Parking Lot Redevelopment

Site Location/Address: 115 107th Ave. & 175 107th Ave.

Area of Development (Acreage or Square Feet) Proposed Vacating is 14,000 square feet (mol).

Parcel Identification Number (list all): 23-31-15-91818-012-0260 & 23-31-15-91818-012-0140 (Pirate Square parcels)

Application Request: Vacation of right-of-way (See attached sketch and legal description.)

Future Land Use Designation: Planned Redevelopment Mixed-Use — Proposed Future Land Use: N/A

Current Zoning: PR-MU C — Proposed Zoning: N/A

I certify that I have reviewed the Land Development Regulations and that my submission meets all requirements. The only exceptions are those items to which I am requesting variances to or waivers from certain sections of the code and understand that they must be listed on the plans individually and on the attached transmittal. I understand that if an item does need a variance, it will be necessary to file through the appropriate review entity.

Signature must be original (No copies, scans, faxes or e-mails)

Mark Bentley
Owner/Agent

5/13/2025
Date

JOHNSON POPE BOKOR RUPPEL & BURNS, LLP
COUNSELORS AT LAW
TAMPA ▪ CLEARWATER ▪ ST. PETERSBURG

Mark S. Bentley, Esq., B.C.S., AICP
400 North Ashley Drive, Suite 3100
Tampa, Florida 33602
Post Office Box 1100
Tampa, Florida 33601-1100
Telephone (813) 225-2500
Fax (813) 223-7118

Email: MarkB@JPFirm.com
File No. 165837

MEMORANDUM

TO: Anthony Sabatini, City Attorney

FROM: Mark Bentley, Esq., B.C.S., AICP

DATE: September 9, 2025

SUBJECT: VAC-000514-2025 – 115 107th Avenue

Introduction

The Applicant in connection with VAC-000514-2025 is seeking to vacate a platted alley in Treasure Island. Notably, the City of Treasure Island, in a staff report relating to Petition No. VAC-000449-2024, stated that "the City does not currently provide for a procedure establishing how the City accepts and reviews applications to vacate public rights of way and termination of easements."

The Applicant's intent is to assemble lands to ultimately develop a unified, mixed use project. The Applicant intends to construct a parking facility as an interim use of the property that serves a desperate need of the community, and will offset significant carrying costs of the Applicant, including property taxes and insurance. Notably, the alley is almost entirely surrounded by property owned by the Applicant, Pirate Square LLC. Under Florida law, the platting of the alley does not divest the abutting property owners of legal title, but only subjects the land and title to a public easement, and once the easement is terminated via the vacating process, the beneficial use of the property remains in the abutting original dedicator or their successor in interest. See Nurkart v. City of Fort Lauderdale, 156 So.2d 752 (1963); See also AGO 78-118, Jan. 21, 1998. See also Smith v. Horn, 70 Fla. 484 (1915).

The present use of the alley serves no legitimate public purpose, and is impeding redevelopment opportunities in the City's designated redevelopment area. The Applicant intends to grant easements to all utility providers, which easements may be relocated at the time of redevelopment. Furthermore, vacating the alley as requested will:

1. Not terminate and/or impede any property owner's access to and from their property.
2. Not diminish the value of any property adjacent to the alley or violate individual property rights.
3. Facilitate the public health, safety and welfare by:

a. furthering redevelopment of the largest tract of land in the City's downtown core by unifying it into one (1) parcel; and
b. relieving the City of liability and maintenance associated with the alley.

Accordingly, this memorandum is intended to provide the City with direction based on Florida Statutes and caselaw.

Controlling Florida Statutes

Florida Constitution

- Article VIII, Section 2(b)
  - (b) POWERS. Municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law. Each municipal legislative body shall be elective.
  - See also: § 166.021, Fla. Stat.
  - Why is this important?
    - Establishes municipalities' legal authority regarding vacations of public land.

Florida Statute Ch. 177

- The generally recognized standards to guide vacating of platted rights of way in Florida is described in § 177.101, Fla. Stat.
  - § 177.101(3), Fla. Stat., states "[t]he governing bodies of the counties of the state may adopt resolutions vacating plats in whole or in part of subdivisions in said counties, returning the property covered by such plats either in whole or in part into acreage." The test in analyzing the propriety of a vacating petition is as follows:
    - **It must be shown by the person submitting the application that 1) they own fee simple title to whole or part of tract covered by the plat and 2) that the vacate will not affect ownership or access of persons owning other parts of the subdivision**
  - Once an applicant demonstrates compliance with these criteria, then an application should be approved. See Blair Nurseries, Inc. v. Baker County, 199 So.2d 534 (2016) (the word "may" in F.S. 177.101(3) did not invest board with unreasonable discretion to grant or deny plat applications.)

Florida Statute Ch. 336

- § 336.09, Fla. Stat. – Closing and Abandonment of Roads; authority.
  - This law expressly allows municipalities the empowerment to vacate, abandon, discontinue and close any existing public or private street.
  - (1) Commissioner's may at their own discretion or by petition of any person:

        - (a) vacate, abandon, discontinue and close any existing public or private street, alley, road…and renounce and disclaim any right of the county and the public in and to any land in connection therewith
        - (b) this also applies to gifts, devises and dedications of streets, alleyways, road or other land
        - (c) this also applies to any right to land that is not state or federal
    - (2) Commissioners, upon such motion, request or petition may adopt a resolution declaring a public hearing will be held to exercise that power
- § 336.12, Fla. Stat. – Closing and abandonment of roads; termination of easement; conveyance of fee
    - The action of the commissioners to close and abandon such road, or renounce and disclaim such road shall abrogate to easement and surrender and vests the land in the abutting fee owners to the extent and in the same manner as in case of termination of an easement for road purposes.
    - In a law review article authored by Derek Perry, "Vacations for Sale: The Case for Policy Change in Vacating Rights of Way and Other Public Easements in Florida," 53 Stetson L. Rev. (2024), he states that "although opinions of Florida's Attorney General are not legally binding, they are given great weight by the courts…" Regarding vacation of rights of way and plats, in AGO 2005-11, former Attorney General Charlie Crist stated that "[t]he Legislature has provided the manner in which dedicated property is included in platted property and the manner in which a governing body may vacate property that has been dedicated for a public purpose in a plat. Where the Legislature has prescribed the manner in which something is to be done, it operates as a prohibition against its being done in any other manner."

As conceded by the City, Treasure Island Land Development Code does not provide standards or criteria that would apply to a vacate petition. Because the City's code does not necessitate any additional requirements, they are bound to comply with all statutory requirements.

Vacating platted rights of way is a legislative function. A City cannot exact a payment or otherwise interfere with the property rights of landowners whose property abuts a public street, as a condition to or in exchange for, the exercise of its power to vacate streets no longer required for public use. The general rule is that the interest acquired in land by a municipality for street purposes is held in the public trust for the benefit of the public. A municipality is empowered to vacate a street only when the vacation is in the public interest or when the street is no longer required for public use. See also AGO 78-125, Oct. 23, 1978.

Case Law

Blair Nurseries, Inc. v. Baker County, 199 So. 3d 534 (1st DCA 2016)

- Lower court concluded it lacked judicial power because the County had discretionary power because statutory and local code stated that the County "may" grant the petition
    - The appellate court stated that the County does not have unreviewable discretion to grant or deny an application
    - Stated differently, the word "may" does not preclude judicial review
        - 'may' grants legislative authority to the local government to have the power to vacate plats under specified circumstances
- "The Commission has the legal responsibility to grant the vacation request unless they prove non-compliance with applicable law."
- "Discretion is constrained where official action must be uniformly administered pursuant to consistent standards. These standards are a fundamental staple of local ordinance adoption, implementation, and guidance as espoused by the Florida Supreme Court. See Broward County v. G.B.V. Int'l, Ltd. 787 So.2d 838 (Fla. 2001).
- Quoting Broward County v. G.B.V. Intl', Ltd. 787 So. 2d 838 (Fla. 2001) "to deny a plat application, a local government agency must show by competent substantial evidence that the application does not meet the published criteria."
    - This places burden on the government agency to demonstrate by competent substantial evidence that the applicant is not entitled to the requested relief.
- Statutorily, grants and denials of plats must be uniformly administered.
- In the event an Applicant complies with the law and statutory requirements, that the City is required to grant a vacation, absent findings on the contrary.
- Here again, the City has no adopted criteria or standards to evaluate a vacating request, and therefore must defer to state law and caselaw, which must be uniformly administered.

In summary, the Applicant's vacating will result in the assemblage of one (1) single tract that will be in the public interest by allowing a significant downtown redevelopment project. The use of the alley serves no current public purpose. Importantly, it will not impede access to other properties, will not violate individual property rights and will not adversely affect land values of adjacent properties.

MB/ap

11017869.1

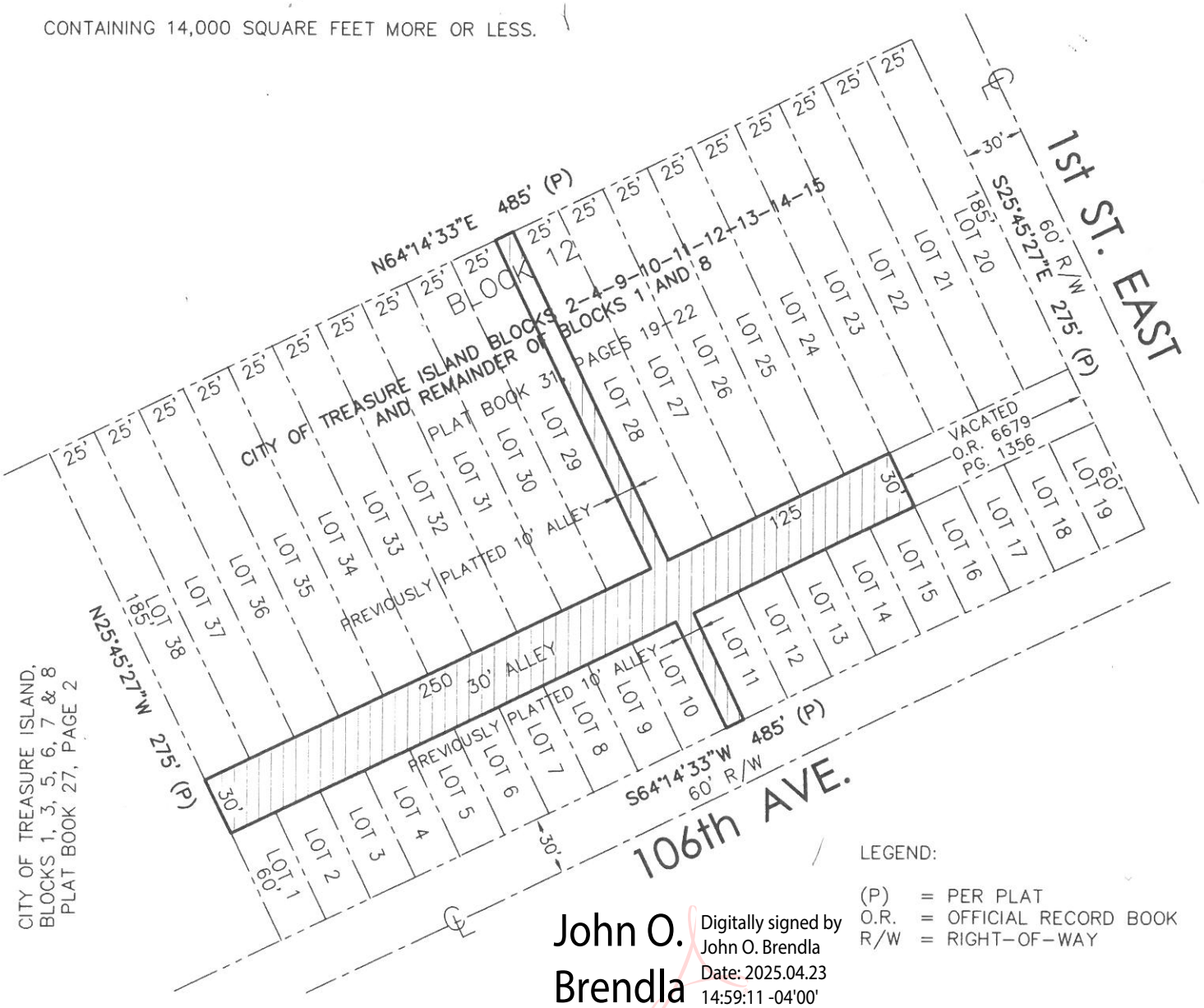
SECTION 23, TOWNSHIP 31S, RANGE 15E

SKETCH AND LEGAL DESCRIPTION OF PORTION OF ALLEYS TO BE VACATED:

ALL ALLEYS, BLOCK 12, ACCORDING TO THE PLAT OF **CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8,** AS RECORDED IN PLAT BOOK 31, PAGES 19 THROUGH 22 INCLUSIVE, LESS THAT PORTION PREVIOUSLY VACATED THROUGH RESOLUTION NO. 296 BY THE CITY OF TREASURE ISLAND, FILED IN BOOK 6679, PAGE 1356, ALL IN THE OFFICIAL RECORDS OF PINELLAS COUNTY, FLORIDA.

CONTAINING 14,000 SQUARE FEET MORE OR LESS.

NORTH BASIS:
PLAT
SCALE: 1" = 80'



LEGEND:

(P) = PER PLAT
O.R. = OFFICIAL RECORD BOOK
R/W = RIGHT-OF-WAY

John O. Brendla
Digitally signed by John O. Brendla
Date: 2025.04.23 14:59:11 -04'00'

PREPARED: APRIL 23, 2025 10:45 AM

THIS IS NOT A SURVEY

This Sketch and Legal Description was prepared without the benefit of a title search and is subject to all easements, Rights-of-way, and other matters of record.

NOTE: Sketch and Legal Description not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Job Number 2108-77 DWN JM

I hereby certify that the sketch and Legal Description represented hereon meet the requirements of Chapter 5J-17, Florida Administrative Code.

JOHN O. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. LB 760

JOHN O. BRENDLA LICENSE NUMBER 4601 STATE OF FLORIDA Professional Surveyor and Mapper

Prepared by:
JOHN C. BRENDLA & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 1 OF 1

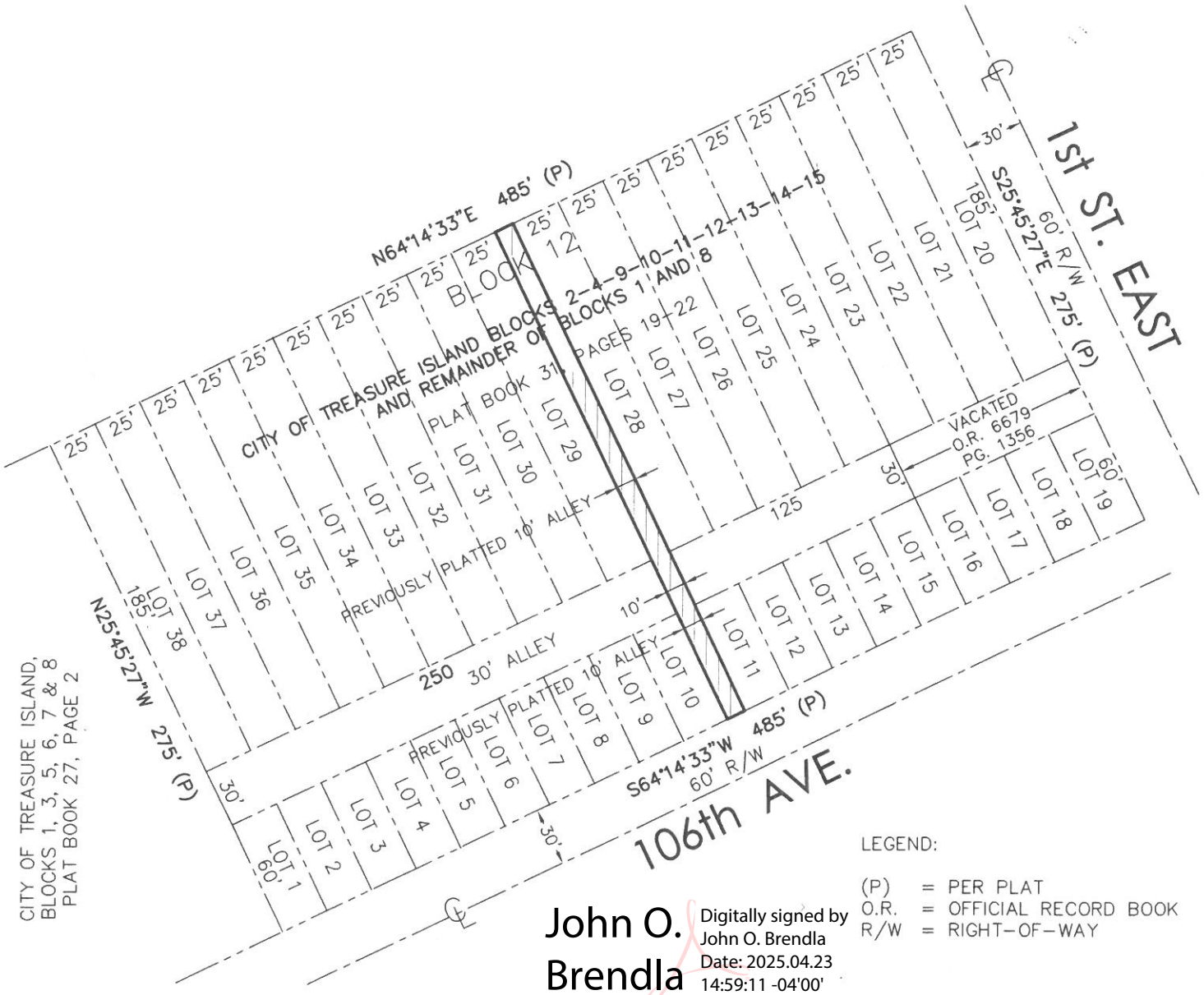
SECTION 23, TOWNSHIP 31S, RANGE 15E

SKETCH AND LEGAL DESCRIPTION OF A 10' PEDESTRIAN EASEMENT:

THE EASTERLY 10 FEET OF THE WESTERLY 260 FEET OF BLOCK 12, ACCORDING TO THE PLAT OF **CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8,** AS RECORDED IN PLAT BOOK 31, PAGES 19 THROUGH 22 INCLUSIVE, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

CONTAINING 2,750 SQUARE FEET MORE OR LESS.

NORTH BASIS:
PLAT
SCALE: 1" = 80'



LEGEND:

(P) = PER PLAT
O.R. = OFFICIAL RECORD BOOK
R/W = RIGHT-OF-WAY

John O. Brendla

Digitally signed by John O. Brendla
Date: 2025.04.23 14:59:11 -04'00'

PREPARED: APRIL 23, 2025 11:25 AM

THIS IS NOT A SURVEY

This Sketch and Legal Description was prepared without the benefit of a title search and is subject to all easements, Rights-of-way, and other matters of record.

NOTE: Sketch and Legal Description not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Job Number 2108-77PED DWN JM

I hereby certify that the sketch and Legal Description represented hereon meet the requirements of Chapter 5J-17, Florida Administrative Code.

JOHN O. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. LB 760

JOHN O. BRENDLA LICENSE NUMBER 4601 STATE OF FLORIDA Professional Surveyor and Mapper

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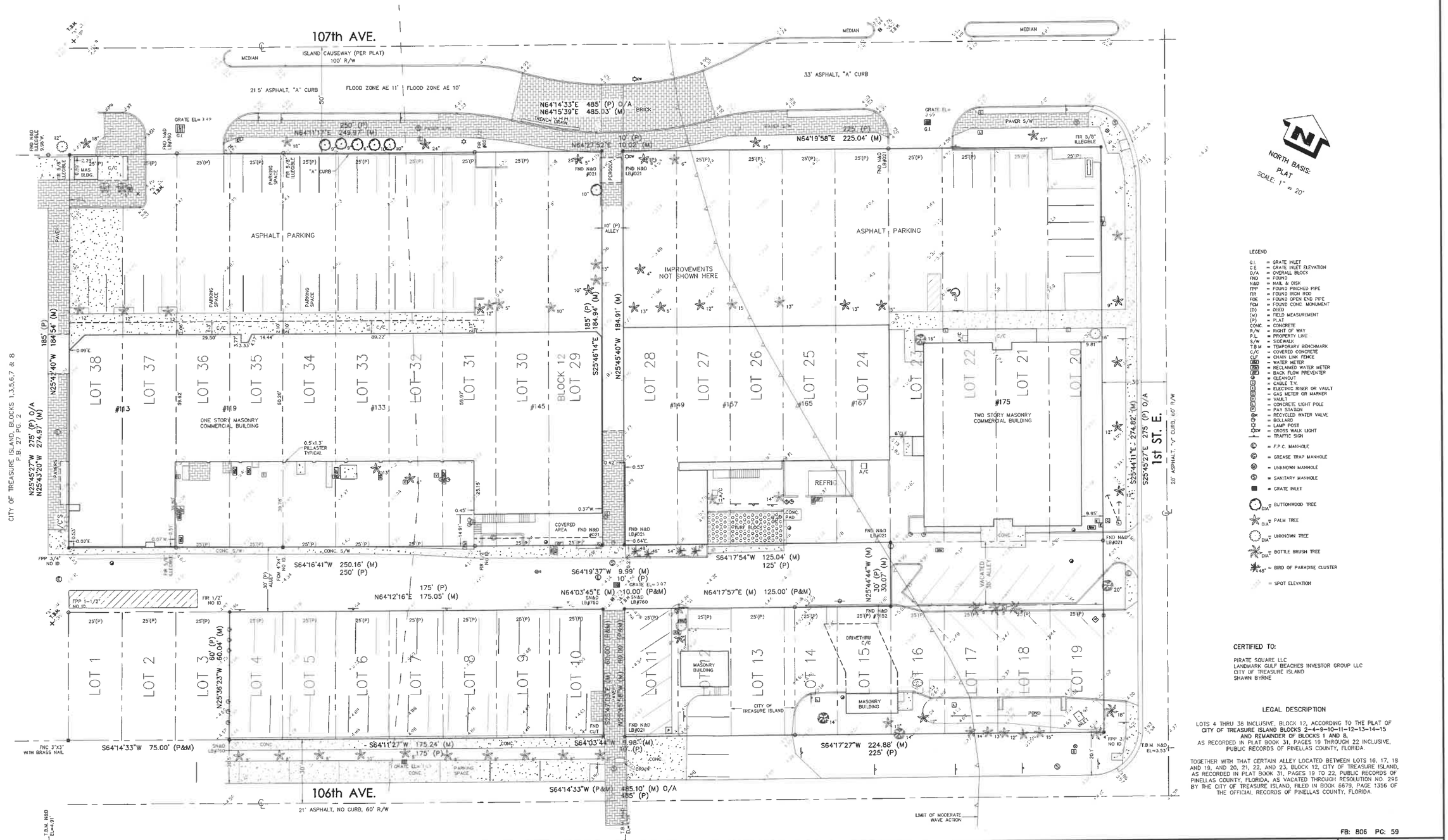
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 1 OF 1

SECTION 23, TOWNSHIP 31S, RANGE 15E



LEGEND

G.I.	= GRATE INLET
G.E.	= GRATE INLET ELEVATION
O/A	= OVERALL BLOCK
FND	= FOUND
N&D	= NAIL & DISK
FPP	= FOUND PINCHED PIPE
FIR	= FOUND IRON ROD
FOP	= FOUND OPEN END PIPE
FCM	= FOUND CONC. MONUMENT
(D)	= DEED
(M)	= FIELD MEASUREMENT
(P)	= PLAT
CONC	= CONCRETE
R/W	= RIGHT OF WAY
P.L.	= PROPERTY LINE
S/W	= SIDEWALK
T.B.M	= TEMPORARY BENCHMARK
C/C	= COVERED CONCRETE
C.L.F.	= CHAIN LINK FENCE
W	= WATER METER
RW	= RECLAIMED WATER METER
BFP	= BACK FLOW PREVENTER
CO	= CLEANOUT
TV	= CABLE T.V.
E	= ELECTRIC RISER OR VAULT
GM	= GAS METER OR MARKER
V	= VAULT
	= CONCRETE LIGHT POLE
PS	= PAY STATION
RWV	= RECYCLED WATER VALVE
	= BOLLARD
	= LAMP POST
	= CROSS WALK LIGHT
	= TRAFFIC SIGN
F.P.C.	= F.P.C. MANHOLE
G	= GREASE TRAP MANHOLE
U	= UNKNOWN MANHOLE
S	= SANITARY MANHOLE
	= GRATE INLET
DIA	= BUTTONWOOD TREE
DIA	= PALM TREE
DIA	= UNKNOWN TREE
DIA	= BOTTLE BRUSH TREE
48"	= BIRD OF PARADISE CLUSTER
	= SPOT ELEVATION

CERTIFIED TO:

PIRATE SQUARE LLC
LANDMARK GULF BEACHES INVESTOR GROUP LLC
CITY OF TREASURE ISLAND
SHAWN BYRNE

LEGAL DESCRIPTION

LOTS 4 THRU 38 INCLUSIVE, BLOCK 12, ACCORDING TO THE PLAT OF CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8, AS RECORDED IN PLAT BOOK 31, PAGES 19 THROUGH 22 INCLUSIVE, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

TOGETHER WITH THAT CERTAIN ALLEY LOCATED BETWEEN LOTS 16, 17, 18 AND 19, AND 20, 21, 22, AND 23, BLOCK 12, CITY OF TREASURE ISLAND, AS RECORDED IN PLAT BOOK 31, PAGES 19 TO 22, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AS VACATED THROUGH RESOLUTION NO. 296 BY THE CITY OF TREASURE ISLAND, FILED IN BOOK 6679, PAGE 1356 OF THE OFFICIAL RECORDS OF PINELLAS COUNTY, FLORIDA.

FB: 806 PG: 59

Flood Zone
AE (EL. 11'), AE (EL. 10')
COMMUNITY PANEL #125153 12103C0194 H, EFFECTIVE 8/24/21

Basis of Bearings:
SOUTH BOUNDARY OF LOTS 1 THRU 19
BEING S64°14'33"W (PER PLAT)

Benchmark:
COUNTY #236 PBE 147 (USCE 1968)
EL. = 5.573' N.G.V.D., ADJUSTED TO
EL. = 4.51' N.A.V.D. M.S.L. = 0.00'

SURVEYOR'S NOTES:

This survey was prepared without the benefit of a title search and is subject to all easements, rights-of-way and other matters of record.

Survey not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.

This survey is made for the exclusive use of the current owners of the property and also those who purchase, mortgage or guarantee the title thereto within one (1) year from date hereof.

CERTIFICATION

I hereby certify that the survey represented hereon meets the requirements of Chapter 5J-17, Florida Administrative Code.

JOHN O. BRENDLA
Florida surveyor's registration No. 4601
Certificate of Authorization No. 760

JOHN C. BRENDLA AND ASSOCIATES, INC.
Professional Land Surveyors and Mappers

JCB

4015 82nd Avenue North
Pinellas Park, Florida 33781
Telephone (727) 576-7546
Facsimile (727) 577-9932
LB 760

BOUNDARY SURVEY WITH TOPOGRAPHY, TREES, AND PARTIAL IMPROVEMENTS

2108-77.CRD

REVISIONS		
No.	DESCRIPTION	DATE

FB: 971 PG: 41-46, 53
FB: 973 PG: 1
Survey date: 12/ /2021
Job Number: 2108-77
Drawn by: JM
Chkd by: JOB
SHEET 1 of 1

TREASURE ISLAND
FLORIDA

July 2, 2025

Mark Bentley, Esq., B.C.S., AICP
401 E Jackson St., Suite 3100
Tampa, FL 33602

Subject: Conditional Letter of No Objection to Proposed Right of Way Vacation for Sanitary Sewer and Stormwater Drainage Utilities

Proposed Right-Of-Way Vacation of:
ALL ALLEYS, BLOCK 12, ACCORDING TO THE PLAT OF CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8, AS RECORDED IN PLAT BOOK 31, PAGES 19 THROUGH 22 INCLUSIVE, LESS THAT PORTION PREVIOUSLY VACATED THROUGH RESOLUTION NO. 296 BY THE CITY OF TREASURE ISLAND, FILED IN BOOK 6679, PAGE 1356, ALL IN THE OFFICIAL RECORDS OF PINELLAS COUNTY, FLORIDA.

CONTAINING 14,000 SQUARE FEET MORE OR LESS.

Dear Mr. Bentley:

The City of Treasure Island received your letter dated May 13, 2025, Petition for Vacation of Right-of-Way in Treasure Island, Florida, on behalf of property owner Pirate Square LLC (Applicant). The petition requests a Letter of No Objection to the proposed right of way vacation.

The City of Treasure Island is the provider and operator of the Sanitary Sewer and Stormwater Drainage utility in Treasure Island. The Public Works Department located and identified the City utilities which are indicated on the attached Utility Location Map. Additionally, there is a 10' wide pedestrian alley identified that runs from 106th Avenue to 107th Avenue.

There is one (1) existing City stormwater inlet located approximately in the middle of the existing right of way. In addition, there is a stormwater gravity main pipe that connects the stormwater inlet to the manhole that is located on 106th Ave.

There is one (1) sanitary sewer line and several sewer laterals that provide sewer connections to the previously existing buildings within the proposed project property. The sanitary sewer line and sewer laterals appear to be in the existing right of way through the property.

The Applicant has applied for the vacation of all rights-of-way within the property and acknowledges that this request makes them responsible for all City utility piping, structures and appurtenances within the property and rights-of-way upon the granting of said request.

The Applicant will be required at their expense to terminate the utility facilities by capping them at the property line in accordance with sound engineering practice subject to prior approval by the City.

Additionally, the Applicant understands that they are responsible for and shall pay all expenses for the survey, design, engineering, permitting, and construction of any replacement stormwater and sanitary sewer facilities which may be necessary to serve the property in the future. Any future replacement stormwater or sanitary sewer facilities system shall be inspected by the City to verify acceptable installation. The new replacement facilities shall be connected to the City utilities located within the right-of-way at points of connection designated by the City.

The City also requires the reservation of a pedestrian easement over the 10' wide alley to ensure public access and mobility in the future.

Based on acceptance of the above conditions by the Applicant, the Department of Public Works issues this conditional No Objection Letter for the referenced petition for Right of Way Vacation.

Sincerely,

Gary J Volenec

Gary J. Volenec, P.E.
Public Works Director

CC: Bobbie Shay Lee, CDD Director
Acting City Manager

Charter
COMMUNICATIONS

Date: __August 6, 2025

Re: Request to Vacate Right of Way - **115 107th Ave. & 175 107 Treasure Island, FL 33706**

XXX Charter Communications has no objections in the request to vacate the Right of Way as indicated.

_____Charter Communications has no objections provided easements for our facilities are Retained / granted

_____ Charter Communications has facilities that would need to relocated and the applicant would be responsible for this expense. Payment in full would be required to proceed with vacation of the easement.

_____ In order to properly evaluate this request, Charter Communications will need detailed plans of facilities proposed for subject areas.

_____ Charter Communications has facilities within this area, which may conflict with subject project please call 811 to have locating. **SEE NOTES**

____ Charter Communications requires 30 days written notice prior to construction start date to relocate their facilities.

NOTES: see display of location included.

Sincerely,

Jeremy Cornette
Construction Manager
Charter Communications
Pinellas County
Phone 941-345-1348 _____

SECTION 23, TOWNSHIP 31S, RANGE 15E

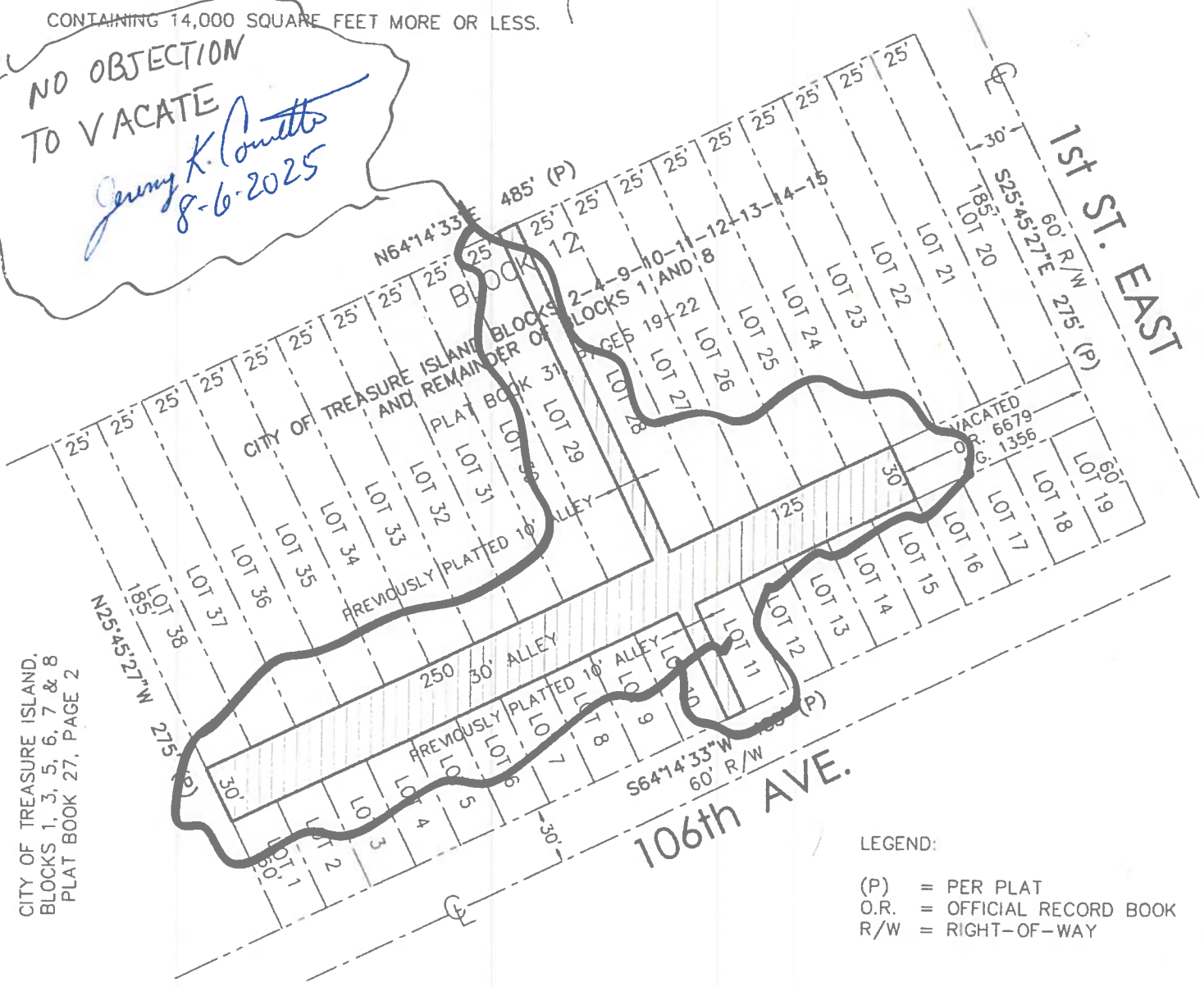
SKETCH AND LEGAL DESCRIPTION OF PORTION OF ALLEYS TO BE VACATED:

ALL ALLEYS, BLOCK 12, ACCORDING TO THE PLAT OF CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8, AS RECORDED IN PLAT BOOK 31, PAGES 19 THROUGH 22 INCLUSIVE, LESS THAT PORTION PREVIOUSLY VACATED THROUGH RESOLUTION NO. 296 BY THE CITY OF TREASURE ISLAND, FILED IN BOOK 6679, PAGE 1356, ALL IN THE OFFICIAL RECORDS OF PINELLAS COUNTY, FLORIDA.

CONTAINING 14,000 SQUARE FEET MORE OR LESS.

NORTH BASIS:
PLAT
SCALE: 1" = 80'

NO OBJECTION
TO VACATE
Jenny K. Coutts
8-6-2025



LEGEND:

(P) = PER PLAT
O.R. = OFFICIAL RECORD BOOK
R/W = RIGHT-OF-WAY

PREPARED: APRIL 23, 2025 10:45 AM

THIS IS NOT A SURVEY

This Sketch and Legal Description was prepared without the benefit of a title search and is subject to all easements, Rights-of-way, and other matters of record.

NOTE: Sketch and Legal Description not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Job Number 2108-77 DWN JM

I hereby certify that the sketch and Legal Description represented hereon meet the requirements of Chapter 5J-17, Florida Administrative Code.

JOHN O. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. LB 4760

STATE OF FLORIDA

JOHN C. BRENDLA LICENSE NO. 4601 STATE OF FLORIDA Professional Surveyor and Mapper

Prepared by:
JOHN C. BRENDLA & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 1 OF 1

8/8/2025

Johnson
Pope
Counselors at Law

Mark S. Bentley, Esq., B.C.S., AICP 400 N Ashley Drive, Suite 3100 Tampa, Florida 33602 Post Office Box 1100 Tampa, Florida 33601-1100

Attn: Ryan Manasse , ryanm@jpfirm.com>

Subject : 23-31-15-91818-012-0260 & 23-31-15-91818-012-0140 (Pirate Square parcels)

Thank you for advising **Wide Open West (WOW!)** on the subject project.

_XXX WOW! Has "Has No Objection "with Proposed Vacation.

Please refer to any further correspondence to:

WOW!
Dave Hamlin
Construction Coordinator
3001 Gandy Blvd. N.
Pinellas Park, FL 33782

Sincerely,

David E. Hamlin Jr.
Construction Project Coordinator
WOW!
(678) 409-8721 Cell

08/20/2025
Att: Ashley Phillips and Ryan Manasse
Email – ashley@jpfirrm.com/ryanm@jpfirm.com
Johnson, Pope, Bokur, Ruppel & Burns

Re: Letter of No Objection for proposed vacation of a 30' alley and two (2) adjacent 10' alleys, all within Block 12, as shown on plat of City of Treasure Island.

Greetings,

We have received your request for a letter of no objection for the proposed vacation of a 30' alley and two (2) adjacent 10' alleys, all within Block 12, as shown on plat of City of Treasure Island as depicted in the attached exhibit(s).

Pinellas County has utilities and/or stormwater facilities in the right-of-way; therefore, Pinellas County has ***No objection with the condition of an assertion that a utility easement will be provided for the existing potable water main as depicted in the proposed easement provided by applicant.***

If you have any questions, or if we may be of further assistance, please feel free to contact me at (727) 464-5240.

Sincerely,

Briana Dachniewicz BSBA
Development Project Manager I
Petition to Vacate Coordinator
Pinellas Building & Development Review Services

440 Court Street
Clearwater, FL 33756
Phone (727) 464-3888
V/TDD (727) 464-4062
www.pinellascounty.org

PINELLAS COUNTY MAP



SECTION(S) 23, TOWNSHIP 31 SOUTH, RANGE 15 EAST

PROVIDED SKETCH & DESCRIPTION SHOWING VACATION LIMITS BY JOHN C. BRENDLA & ASSOCIATES, INC. DATED 11/25/2022

PINELLAS COUNTY UTILITY FACILITIES SHOWN FROM PINELLAS COUNTY WEBGIS AS OF 05/14/2025

CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8 P.B. 31, PG. 19

CITY OF TREASURE ISLAND BLOCKS 1, 3, 5, 6, 7 & 8 P.B. 27, PG. 4

CORFAR-HUNT REPLAT P.B. 40, PG. 66

VACATED BY CITY OF TREASURE ISLAND RESOLUTION NO. 296 OR 6979, PAGE 1358

PROPOSED AREA TO BE VACATED

TREASURE ISLAND PARK AND COMMUNITY CENTER

PARK PLACE PHASE III

1ST STREET EAST

107TH

106TH

104TH

GULF BLVD

AVENUE

ALLEY

LEGEND:

RECLAIMED WATER LINE

WATER LINE

NOTE: LANDS SHOWN HEREON LIE WITHIN THE CITY OF TREASURE ISLAND

SCALE IN FEET 1" = 100'

REVISED 5/14/2025 TO UPDATE PROPOSED PTV LIMITS.

SURVEY SECTION	BY	DATE
SURVEYED	-	-
TECHNICIAN	AZ	05/23
CHECKED	-	-
SURVEY BOOK NO(S).:		

PINELLAS COUNTY, FLORIDA
PUBLIC WORKS

SURVEY AND MAPPING DIVISION
22211 U.S. HWY. 19 NORTH
CLEARWATER, FLORIDA 33765-2328
PHONE (727) 464-8904

Pinellas County PUBLIC WORKS

MUNICIPAL PTV REVIEW
107TH AVE
TREASURE ISLAND

EXHIBIT
NOT A SURVEY

PID: 001851B

501_90043_Exhibit_revl.dwg

DATE: 05/23/2023

PHOTOGRAPHY DATE: 01/22

SURVEY FILE NO.: 501_90043

SHEET: 01 of 01

S:\Divisions\Survey\Survey\VACATION_SFN 0501\sf\n0501_90043\Dwg\501_90043_Exhibit_revl.dwg, May 14, 2025 - 1:19pm

JOHNSON POPE BOKOR RUPPEL & BURNS, LLP
COUNSELORS AT LAW

Mark S. Bentley, Esq., B.C.S., AICP
400 N Ashley Drive, Suite 3100
Tampa, Florida 33602
Post Office Box 1100
Tampa, Florida 33601-1100
Telephone (813) 225-2500
Fax (813) 223-7118

TAMPA ■ CLEARWATER ■ ST. PETERSBURG

Email: MarkB@JPFirm.com
File No. 155824

May 13, 2025

Via E-mail

Pinellas County Building & Development Review Services
Attn: Petition to Vacate Coordinator
petitiontovacate@pinellas.gov

Re: Petition for Vacation of Right-of-Way in Treasure Island, Florida

Dear Petition to Vacate Coordinator:

Please review the enclosed copy of a petition being submitted to the Treasure Island City Commission regarding a Vacation of Right-of-Way for the purpose of facilitating consolidated redevelopment of the property. After your review, please send a Letter of No Objection (or Objection, if any) via e-mail to **development@jpfirm.com**. The legal description for the alleyway to be vacated is as follows:

ALL ALLEYS, BLOCK 12, ACCORDING TO THE PLAT OF CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8, AS RECORDED IN PLAT BOOK 31, PAGES 19 THROUGH 22 INCLUSIVE, LESS THAT PORTION PREVIOUSLY VACATED THROUGH RESOLUTION NO. 296 BY THE CITY OF TREASURE ISLAND, FILED IN BOOK 6679, PAGE 1356, ALL IN THE OFFICIAL RECORDS OF PINELLAS COUNTY, FLORIDA.

CONTAINING 14,000 SQUARE FEET MORE OR LESS.

Should you have any questions regarding the foregoing, please feel free to contact me.

Sincerely,

Mark Bentley

Mark Bentley, Esq., B.C.S., AICP

MB/ap
Enclos.

10722907.1

Case Number: _____

City of Treasure Island
Development Review Application

Please use blue or black ink only. Failure to complete this form in its entirety will result in this application being returned without review. Note: A separate application is required for each request.

Property Owners	Pirate Square LLC	**Agent**	Mark Bentley, Esq., B.C.S., AICP
Address	151 107th Ave., Suite 3	**Address**	401 E Jackson St., Suite 3100
	Treasure Island, FL 33706		Tampa, FL 33602
Phone		**Phone**	(813) 225-2500
Fax		**Fax**	
Email		**Email**	markb@jpfirm.com (cc: development@jpfirm.com)

List all Legal Owner(s) of Property: Pirate Square LLC

Complete legal description (may be placed on attached separate page): See attached legal description of right-of-way proposed to be vacated.

Development Name: Pirate Square Parking Lot Redevelopment

Site Location/Address: 115 107th Ave. & 175 107th Ave.

Area of Development (Acreage or Square Feet) Proposed Vacating is 14,000 square feet (mol).

Parcel Identification Number (list all): 23-31-15-91818-012-0260 & 23-31-15-91818-012-0140 (Pirate Square parcels)

Application Request Vacation of right-of-way (See attached sketch and legal description.)

Future Land Use Designation Planned Redevelopment Mixed-Use **Proposed Future Land Use** N/A

Current Zoning PR-MU C **Proposed Zoning** N/A

I certify that I have reviewed the Land Development Regulations and that my submission meets all requirements. The only exceptions are those items to which I am requesting variances to or waivers from certain sections of the code and understand that they must be listed on the plans individually and on the attached transmittal. I understand that if an item does need a variance, it will be necessary to file through the appropriate review entity.

Signature must be original (No copies, scans, faxes or e-mails)

Mark Bentley
Owner/Agent

5/13/2025
Date

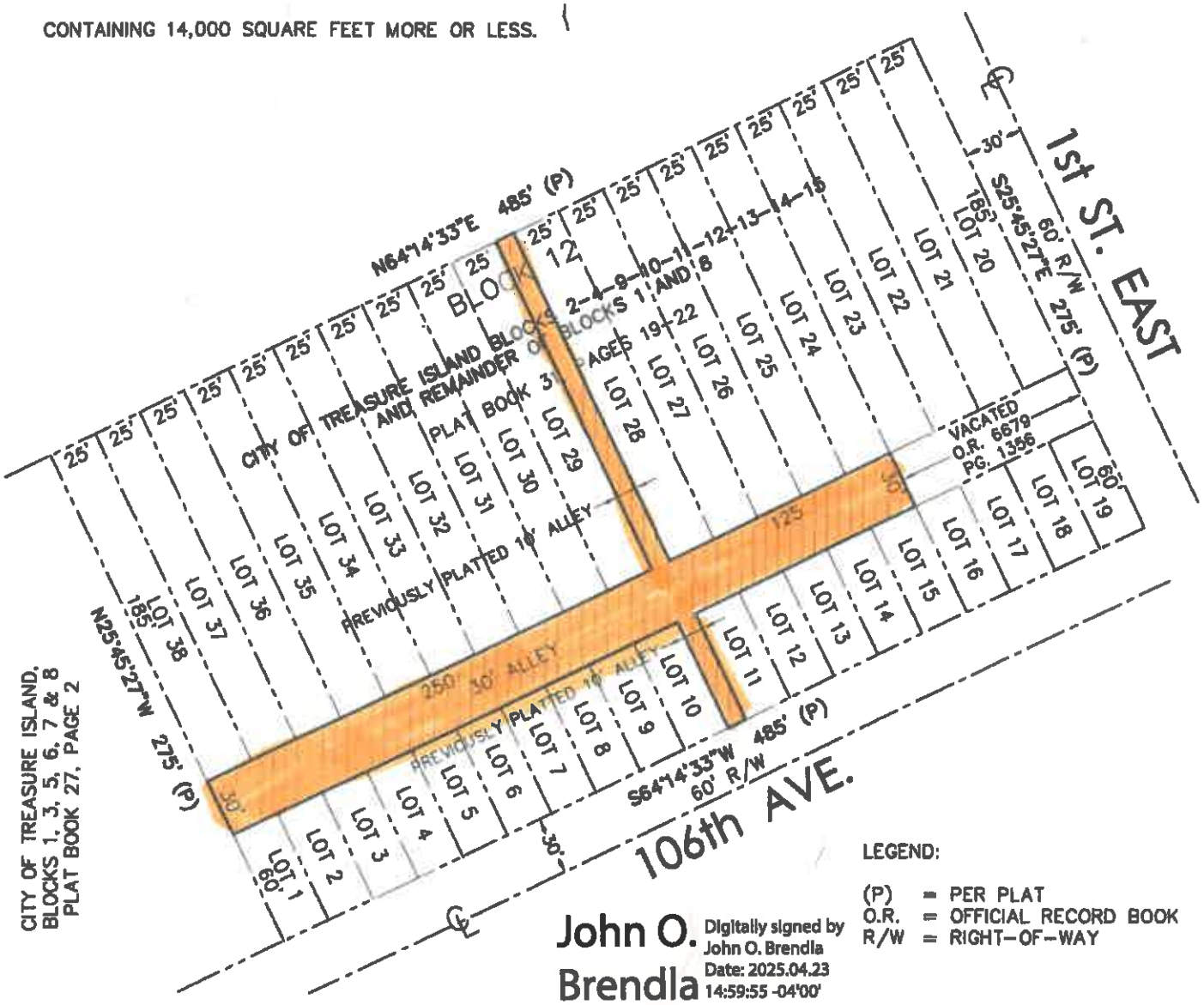
SECTION 23, TOWNSHIP 31S, RANGE 15E

SKETCH AND LEGAL DESCRIPTION OF PORTION OF ALLEYS TO BE VACATED:

ALL ALLEYS, BLOCK 12, ACCORDING TO THE PLAT OF CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8, AS RECORDED IN PLAT BOOK 31, PAGES 19 THROUGH 22 INCLUSIVE, LESS THAT PORTION PREVIOUSLY VACATED THROUGH RESOLUTION NO. 296 BY THE CITY OF TREASURE ISLAND, FILED IN BOOK 6679, PAGE 1356, ALL IN THE OFFICIAL RECORDS OF PINELLAS COUNTY, FLORIDA.

CONTAINING 14,000 SQUARE FEET MORE OR LESS.

NORTH BASIS:
PLAT
SCALE: 1" = 80'



LEGEND:

(P) = PER PLAT
O.R. = OFFICIAL RECORD BOOK
R/W = RIGHT-OF-WAY

John O. Brendla Digitally signed by John O. Brendla Date: 2025.04.23 14:59:55 -04'00'

PREPARED: APRIL 23, 2025 10:45 AM

THIS IS NOT A SURVEY

This Sketch and Legal Description was prepared without the benefit of a title search and is subject to all easements, Rights-of-way, and other matters of record.

NOTE: Sketch and Legal Description not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Job Number 2108-77 DWN JM

I hereby certify that the sketch and Legal Description represented hereon meet the requirements of Chapter 5J-17, Florida Administrative Code.

JOHN O. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. LB 768

4601 STATE OF FLORIDA

Prepared by:
JOHN C. BRENDLA & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 1 OF 1

2166 Palmetto Street
Clearwater, FL 33765
Mail Code: CWBAYG
Office-727-893-9262
Email: Jonathan.Kasper@Duke-Energy.com

August 6, 2025

PIRATE SQUARE LLC
11620 7th St E.
TREASURE ISLAND, FL 33706

RE: Approval of a Right of Way Vacation
Parcel ID: 23-31-15-91818-012-0260 & 23-31-15-91818-012-0140 Pinellas County
City Applicant and partial owner of abutting land: PIRATE SQUARE LLC
Address: 175 107TH AVE., TREASURE ISLAND, FL 33706

To whom this may concern,

Please be advised that Duke Energy Florida, LLC., *Distribution Department* and *Transmission Department* has **"NO OBJECTIONS"** to the vacation of the 10' right of way alley between lots 28 and 29, and lots 10 and 11, in addition to the 30' wide right of way alley, all shown on accompanying Exhibit "A".

This approval is *contingent* upon Duke Energy receiving easements, satisfactory to Duke Energy, prior to this vacate taking in effect, for the total 30' wide proposed vacate area for our electric facilities and network infrastructure.
Assuming this 30' area will be split upon vacate approval; this would currently entail 3 separate easements by abutting landowners, further shown on accompanying Exhibit "B".

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Jonathan Kasper

Jonathan Kasper
Sr. Real Estate Representative
Duke Energy Florida

Exhibit "A"

SECTION 23, TOWNSHIP 31S, RANGE 15E

SKETCH AND LEGAL DESCRIPTION OF PORTION OF ALLEYS TO BE VACATED:

ALL ALLEYS, BLOCK 12, ACCORDING TO THE PLAT OF **CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8,** AS RECORDED IN PLAT BOOK 31, PAGES 19 THROUGH 22 INCLUSIVE, LESS THAT PORTION PREVIOUSLY VACATED THROUGH RESOLUTION NO. 296 BY THE CITY OF TREASURE ISLAND, FILED IN BOOK 6679, PAGE 1356, ALL IN THE OFFICIAL RECORDS OF PINELLAS COUNTY, FLORIDA.

CONTAINING 14,000 SQUARE FEET MORE OR LESS.

NORTH BASIS: PLAT

SCALE: 1" = 80'



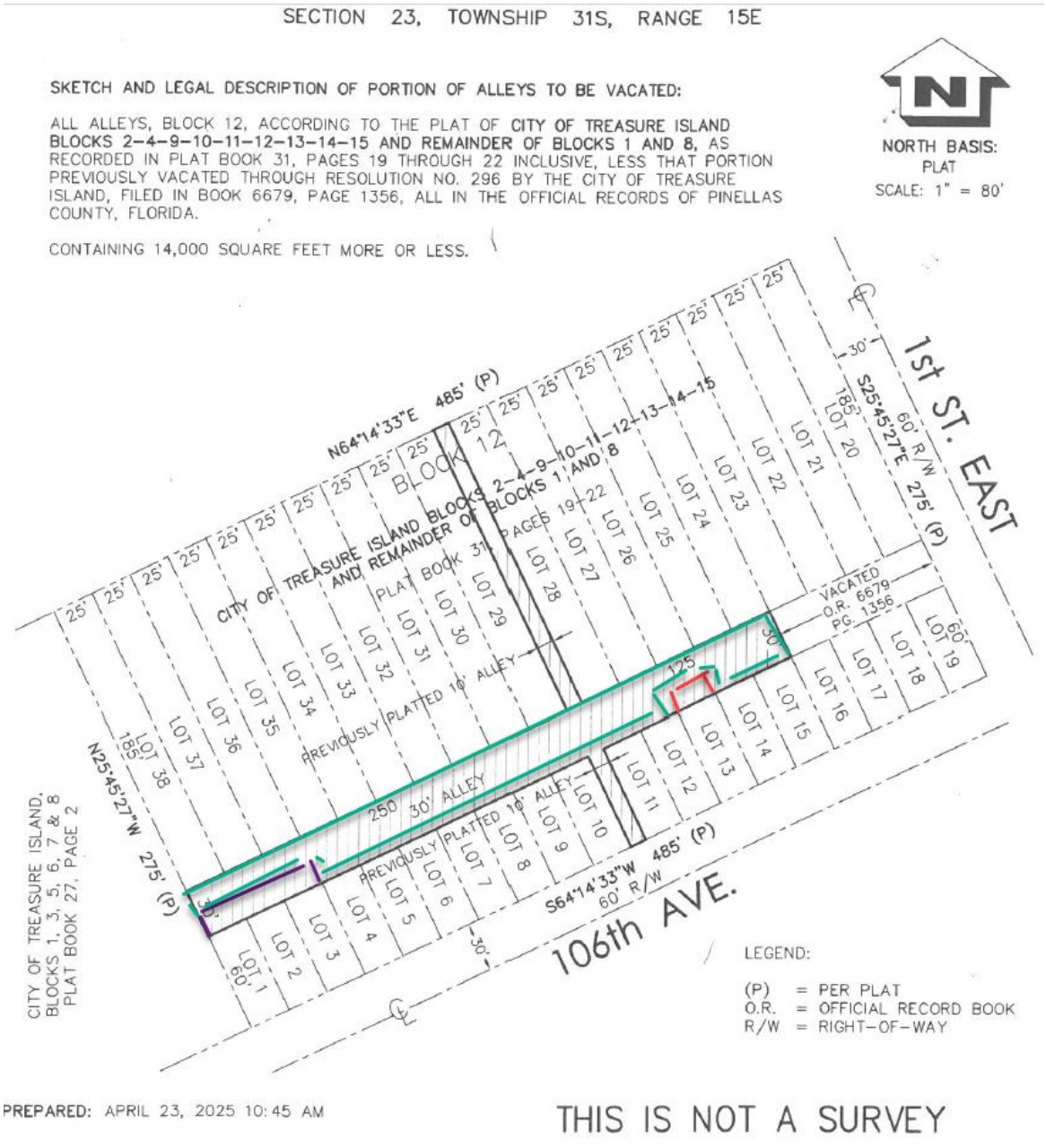
LEGEND:

(P) = PER PLAT
O.R. = OFFICIAL RECORD BOOK
R/W = RIGHT-OF-WAY

PREPARED: APRIL 23, 2025 10:45 AM

THIS IS NOT A SURVEY

Exhibit “B”



-CITY OF TI- 15’ wide easement abutting lot 13 (red)
-MAP TIB LLC- 15’ wide easement abutting lots 1-3 (purple)

- PIRATE SQUARE LLC- Remainder of 30’ wide alley (green)

2185 Range Rd
Clearwater, FL 33765
(941) 266-9218
stephen.waidley@ftr.com

5/19/2025

Attn: Ashley Phillips
Paralegal to Mark Bentley, Esq., B.C.S., AICP
Johnson Pope Bokor Ruppel & Burns, LLP
400 N Ashley Dr, Suite 3100
Tampa, FL 33602

RE: Vacation of Right-of-Way – 115 107th Ave & 175 107th Ave, Treasure Island, FL

Dear Ms. Phillips,

☐ Our records do not indicate that there are Frontier facilities in the area of the Plat request as per the attachment provided.

☑ Frontier has no objection to the above referenced request as per the attachment.

☐ Frontier has facilities within the proposed vacate area. A recordable non-exclusive Easement in favor of Frontier will be required for Frontier facilities to remain in the proposed vacated R.O.W.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please contact Sunshine 811 by dialing 811, 2 full business days prior to the start of your work to have these facilities located for you. Please take all necessary precautions to protect and avoid damage of these facilities during your construction.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please send a set of construction plans and references to the Frontier Engineering Department with regards to the above project.

☐ Frontier has facilities in the area of your proposed construction. Prepayment is required to markup a set of construction plans in order to confirm and accurately depict Frontier facilities. There will also be a reimbursement of all costs required for relocation/adjustments of Frontier facilities needed to accommodate the proposed construction project.

Please call me if you have any questions or need any additional information at (941) 266-9218.

Sincerely,

Stephen Waidley

Stephen Waidley
Frontier Florida LLC
Regional Rights of Way & Municipal Affairs Manager

JOHNSON POPE BOKOR RUPPEL & BURNS, LLP
COUNSELORS AT LAW
TAMPA ▪ CLEARWATER ▪ ST. PETERSBURG

Mark S. Bentley, Esq., B.C.S., AICP
400 N Ashley Drive, Suite 3100
Tampa, Florida 33602
Post Office Box 1100
Tampa, Florida 33601-1100
Telephone (813) 225-2500
Fax (813) 223-7118

Email: MarkB@JPFirm.com
File No. 155824

May 13, 2025

Via E-mail

Frontier
Attn: Stephen Waidley
Stephen.waidley@ftr.com

Re: Petition for Vacation of Right-of-Way in Treasure Island, Florida

Dear Mr. Waidley:

Please review the enclosed copy of a petition being submitted to the Treasure Island City Commission regarding a Vacation of Right-of-Way for the purpose of facilitating consolidated redevelopment of the property. After your review, please send a Letter of No Objection (or Objection, if any) via e-mail to **development@jpfirm.com**. The legal description for the alleyway to be vacated is as follows:

> ALL ALLEYS, BLOCK 12, ACCORDING TO THE PLAT OF CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8, AS RECORDED IN PLAT BOOK 31, PAGES 19 THROUGH 22 INCLUSIVE, LESS THAT PORTION PREVIOUSLY VACATED THROUGH RESOLUTION NO. 296 BY THE CITY OF TREASURE ISLAND, FILED IN BOOK 6679, PAGE 1356, ALL IN THE OFFICIAL RECORDS OF PINELLAS COUNTY, FLORIDA.
>
> CONTAINING 14,000 SQUARE FEET MORE OR LESS.

Should you have any questions regarding the foregoing, please feel free to contact me.

Sincerely,

Mark Bentley

Mark Bentley, Esq., B.C.S., AICP

MB/ap
Enclos.

10722750.1

Case Number: _____

City of Treasure Island
Development Review Application

Please use blue or black ink only. Failure to complete this form in its entirety will result in this application being returned without review. Note: A separate application is required for each request.

Property Owners	Pirate Square LLC	Agent	Mark Bentley, Esq., B.C.S., AICP
Address	151 107th Ave., Suite 3	Address	401 E Jackson St., Suite 3100
	Treasure Island, FL 33706		Tampa, FL 33602
Phone		Phone	(813) 225-2500
Fax		Fax	
Email		Email	markb@jpfirm.com (cc: development@jpfirm.com)

List all Legal Owner(s) of Property: Pirate Square LLC

Complete legal description (may be placed on attached separate page): See attached legal description of right-of-way proposed to be vacated.

Development Name: Pirate Square Parking Lot Redevelopment

Site Location/Address: 115 107th Ave. & 175 107th Ave.

Area of Development (Acreage or Square Feet) Proposed Vacating is 14,000 square feet (mol).

Parcel Identification Number (list all): 23-31-15-91818-012-0260 & 23-31-15-91818-012-0140 (Pirate Square parcels)

Application Request Vacation of right-of-way (See attached sketch and legal description.)

Future Land Use Designation Planned Redevelopment Mixed-Use Proposed Future Land Use N/A

Current Zoning PR-MU C Proposed Zoning N/A

I certify that I have reviewed the Land Development Regulations and that my submission meets all requirements. The only exceptions are those items to which I am requesting variances to or waivers from certain sections of the code and understand that they must be listed on the plans individually and on the attached transmittal. I understand that if an item does need a variance, it will be necessary to file through the appropriate review entity.

Signature must be original (No copies, scans, faxes or e-mails)

Mark Bentley
Owner/Agent

5/13/2025
Date

SECTION 23, TOWNSHIP 31S, RANGE 15E

SKETCH AND LEGAL DESCRIPTION OF PORTION OF ALLEYS TO BE VACATED:

ALL ALLEYS, BLOCK 12, ACCORDING TO THE PLAT OF **CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8,** AS RECORDED IN PLAT BOOK 31, PAGES 19 THROUGH 22 INCLUSIVE, LESS THAT PORTION PREVIOUSLY VACATED THROUGH RESOLUTION NO. 296 BY THE CITY OF TREASURE ISLAND, FILED IN BOOK 6679, PAGE 1356, ALL IN THE OFFICIAL RECORDS OF PINELLAS COUNTY, FLORIDA.

CONTAINING 14,000 SQUARE FEET MORE OR LESS.

NORTH BASIS:
PLAT
SCALE: 1" = 80'



LEGEND:

(P) = PER PLAT
O.R. = OFFICIAL RECORD BOOK
R/W = RIGHT-OF-WAY

PREPARED: APRIL 23, 2025 10:45 AM

THIS IS NOT A SURVEY

This Sketch and Legal Description was prepared without the benefit of a title search and is subject to all easements, Rights-of-way, and other matters of record.

NOTE: Sketch and Legal Description not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Job Number 2108-77 DWN JM

I hereby certify that the sketch and Legal Description represented hereon meet the requirements of Chapter 5J-17, Florida Administrative Code.

JOHN O. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. LB 760

JOHN O. BRENDLA LICENSE NUMBER 4601 STATE OF FLORIDA Professional Surveyor and Mapper

Prepared by:
JOHN C. BRENDLA & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 1 OF 1

TECO
PEOPLES GAS
AN EMERA COMPANY

August 6, 2025

To: Bobbie Shay Lee
Assistant City Manager
Community Development Department
City of Treasure Island
10451 Gulf Blvd
Treasure Island, Fl 33706
(727) 547-4575 ext 232

RE: : Vacate Of Easement
Address: 175 107th avenue , Treasure Island ,Fl,33706

To Whom It May Concern,
Thank you for contacting Peoples Gas System, Inc. ("PGS") regarding the vacate of easement at the above referenced location. After reviewing the documents provided, TECO-PGS has NO objection to this request. TECO-PGS does not have any active facilities in this specified area.
If you have further questions, please do not hesitate to call.

Sincerely,

Briana Velez
Peoples Gas Systems- Engineering
8416 Palm River Rd, Tampa Fl 33619
Office: (813)275-3700 ext:53700
Cell: (813)460-2040

From: Riendeau, Lisandra
To: Ashley Phillips; Ryan Manasse
Cc: Mark Bentley
Subject: RE: File No. 155824
Date: Wednesday, June 25, 2025 12:09:20 PM
Attachments: image001.png
image002.png

Sorry Ashley, I thought I replied to this request. FDOT does not any objections.

Florida Department of Transportation
District Seven

Lisandra Riendeau
Right of Way Agent III – Project Manager
11201 N McKinley Drive
Tampa, FL 33612

Office: 813-975-6709
Mobile: 813-422-8851
Lisandra.Riendeau@dot.state.fl.us

From: Ashley Phillips <ashleyp@jpfirm.com>
Sent: Wednesday, June 25, 2025 11:33 AM
To: Ryan Manasse <ryanm@jpfirm.com>; Riendeau, Lisandra <Lisandra.Riendeau@dot.state.fl.us>
Cc: Mark Bentley <markb@jpfirm.com>
Subject: RE: File No. 155824

EXTERNAL SENDER: Use caution with links and attachments.

Hello Lisandra- I am following up on the below emails and attached request that your agency review and respond in writing to a vacating petition. Would you please advise as to when we can expect to receive a response?

Thank you!
Ashley

JOHNSON POPE
BOKOR RUPPEL & BURNS, LLP
COUNSELORS AT LAW

Ashley Phillips
Paralegal to Mark Bentley, Esq., B.C.S., AICP
400 N. Ashley Drive, Suite 3100
Tampa, FL 33602

813.225.2500 (Telephone)
813.223.7118 (Facsimile)
ashleyp@jpfirm.com
www.jpfirm.com

From: Ryan Manasse <ryanm@jpfirm.com>
Sent: Monday, May 19, 2025 12:37 PM
To: Lisandra.Riendeau@dot.state.fl.us
Cc: Mark Bentley <markb@jpfirm.com>; Ashley Phillips <ashleyp@jpfirm.com>
Subject: FW: File No. 155824

Hi Lisandra,
Please see our answers to your questions below (red).

1. Whose right-of-way is it? The City of Treasure Island's.
2. Is the entire block being redeveloped? No, just the portion of our client's property. If so, would there be a clause making the vacation subject to redevelopment? No.
3. Will the local jurisdiction be able to access and maneuver emergency response to the planned development? It's not a planned development; the plans call for an off-street commercial parking lot and yes it will meet maneuvering requirements for emergency access.

Sincerely,
Ryan

Ryan Manasse
Director of Development and Planning
813-694-7895 Direct | 813-223-7118 Fax
400 N Ashley Drive, Suite 3100, Tampa, FL 33602

Johnson Pope Bokor Ruppel & Burns, LLP

www.jpfirm.com | **vCard** | **email**

The information contained in this transmission may be attorney/client privileged and therefore confidential. This information is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, printing or copy of the communication is strictly prohibited. If you receive this transmission in error, or if you are not the individual or entity named above, the receipt of this transmission is not intended to and does not waive any privilege, attorney/client or otherwise. If you have received this communication in error, please notify us by telephone or e-mail. Thank

you.

From: "Riendeau, Lisandra" <Lisandra.Riendeau@dot.state.fl.us>
Date: May 19, 2025 at 6:58:26 AM PDT
To: Mark Bentley <markb@jpfirm.com>
Subject: File No. 155824

This message originated from outside Johnson, Pope, Bokor, Ruppel, & Burns, LLP

Good Morning Mr. Bentley,

The Department is working on the petition for vacation of right-of-way for 107th Avenue, Treasure Island. Some of the Department Heads have a few questions and concerns before making a recommendation.

1. Whose right-of-way is it?
2. Is the entire block being redeveloped? If so, would there be a clause making the vacation subject to redevelopment?
3. Will the local jurisdiction be able to access and maneuver emergency response to the planned development?

Thank you,

Florida Department
of Transportation
District Seven

Lisandra Riendeau
Right of Way Agent III – Project Manager
11201 N McKinley Drive
Tampa, FL 33612

Office: 813-975-6709
Mobile: 813-422-8851
Lisandra.Riendeau@dot.state.fl.us

Ashley Phillips

From: Relocation-LUMEN <relocations@lumen.com>
Sent: Wednesday, May 14, 2025 1:26 PM
To: Ashley Phillips
Subject: P-663543 : RELO - Redevelopment of 151 107th Ave

This message originated from outside Johnson, Pope, Bokor, Ruppel, & Burns, LLP

Date: **5/14/2025**
Attn: **Ashley Phillips**
RE: **RELO - Redevelopment of 151 107th Ave**
Requestor Project ID:

It has been determined that Lumen does **not** have facilities within your proposed construction area.

Any changes or additions to the project plans or parameters must be submitted using the Lumen Relocation Request Portal by selecting the option "Update An Existing Project". Please reference the Project ID **P-663543** with any future communications.

Thank you for your cooperation!

Lumen Intake Team
relocations@lumen.com

Remember: Please contact your State One Call prior to construction – call811.com or dial 811 on your phone.

This communication is the property of Lumen Technologies and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

MAP TIB LLC
550 Monroe Ct.
River Edge, NJ 07661

May 13, 2025

City of Treasure Island
120 108th Ave.
Treasure Island, FL 33706

Re: Vacating Petition

To Whom it May Concern:

The purpose of this letter is to confirm that MAP TIB LLC has received and reviewed the petition to vacate the right-of-way described below and has **no objection**. The right-of-way to be vacated is legally described as:

> ALL ALLEYS, BLOCK 12, ACCORDING TO THE PLAT OF CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8, AS RECORDED IN PLAT BOOK 31, PAGES 19 THROUGH 22 INCLUSIVE, LESS THAT PORTION PREVIOUSLY VACATED THROUGH RESOLUTION NO. 296 BY THE CITY OF TREASURE ISLAND, FILED IN BOOK 6679, PAGE 1356, ALL IN THE OFFICIAL RECORDS OF PINELLAS COUNTY, FLORIDA.

MAP TIB LLC is the owner of property located at 112 106th Ave., Treasure Island, FL (Parcel ID 23-31-15-91818-012-0010), which property is adjacent to a portion of the right-of-way described above.

Sincerely,

_____

Print: Djohan Sutjiawan

Authorized Representative of MAP TIB LLC

AGENDA ITEM NO. H.7

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: October 7, 2025

SUBMITTED BY: Victor Ortiz, Finance

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT:

First Reading of Ordinance 2025-28, to approve FY 2026 fee schedule

BACKGROUND:

The City-Wide Fee Schedule is a list of fees as approved by the City Commission to disclose all fee and charges for City Services in one cohesive document. It is typically approved annually during the budget process or when adjustments are proposed.

POLICY/PURPOSE:

To establish the City-Wide Fee Schedule for FY26 and Adopt it as Appendix A to the Code of Ordinances.

STRATEGIC PLAN RELEVANCE:

This is a complement agenda item related to the adoption of the FY26 annual budget.

ANALYSIS/DISCUSSION:

The amendments incorporated in the attached fee schedule are a result of the directions from the City Commission and City staff to avoid overcharging residents for services and fees.

We propose to increase parking fees by $1.00 on weekdays and $1.50 for weekends and holidays.

We also recommend a 4.8% increment in wastewater fees. This increment, in its totality, is a “pass-thru” from St. Petersburg recommended 9.5% increment in wastewater treatment cost.

FUNDING:

The estimated revenue that will be generated from the fees are incorporated are $290,000 from charges for services and 20% increment for Parking Revenues.

MOTION:

I move to adopt Ordinance No. 2025-28 adopting the City-wide Fee Schedule as Appendix A to the Code of Ordinances to be effective December 1, 2025 at this first public hearing and to schedule it for a second reading at the November 4, 2025, regular Commission meeting.

ATTACHMENTS:
Fee Ordinance 2025-28.pdf
FY26 Fee Schedule - Recommended.pdf

ORDINANCE 2025-28

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, ESTABLISHING A FEE SCHEDULE AND ADOPTING "APPENDIX A" AS THE CITY OF TREASURE ISLAND FEE SCHEDULE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is deemed appropriate and in the best interest of the public to provide for and revise from time to time certain fees for services and/or facility rentals charged by the various City departments; and

WHEREAS, the City Commission has determined that it is in the best interest of the City of Treasure Island and its citizens that user fees be identified, referenced, and clearly stated; and

WHEREAS, the City Commission wishes to amend the Code of Ordinances of the City of Treasure Island, Florida.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND DOES ORDAIN:

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as legislative findings by the City Commission of the City of Treasure Island, Florida for the adoption of this Ordinance.

SECTION 2. That the "Appendix A" a fee schedule as set forth herein be adopted for implementation by the various City of Treasure Island departments. The fees to be charged in order to recover direct costs associated therewith are set forth in the attached Appendix A, and the proceeds from such fees shall be credited to the fund providing such services. The fee schedule set forth in the Appendix A is hereby established, authorized, and adopted by the City Commission.

Any charge established in the Appendix A may be waived or reduced by the City Commission upon a finding that extraordinary conditions warrant such a waiver or reduction, so long as said waiver or reduction is not prohibited or restricted by applicable federal, state, or local law.

SECTION 3. SEVERABILITY. It is the intention of the City Commission that each provision hereof be considered severable, and, if any section, subsection, sentence, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

SECTION 4. CONFLICT. All ordinance or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 5. CODIFICATION. Section 2 of this ordinance shall be codified in the Code of Ordinances for the City of Treasure Island, Florida. The codifier is authorized to renumber or reclassify such other provision of the Code of Ordinance to accomplish such intention. The codifier is also authorized to make editorial changes not affecting the substance of this Ordinance in the substitution of article, ordinance, section, paragraph, or such other appropriate word or phrase in order to accomplish such intention.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect on December 1, 2025.

FIRST READING and PUBLIC HEARING on the 7th day of October, 2025.

SECOND READING and PUBLIC HEARING on the 4th day of November, 2025.

PUBLISHED in the Tampa Bay Times on the __ day of _____, 2025.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, FL, sitting on the 4th day of November, 2025 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

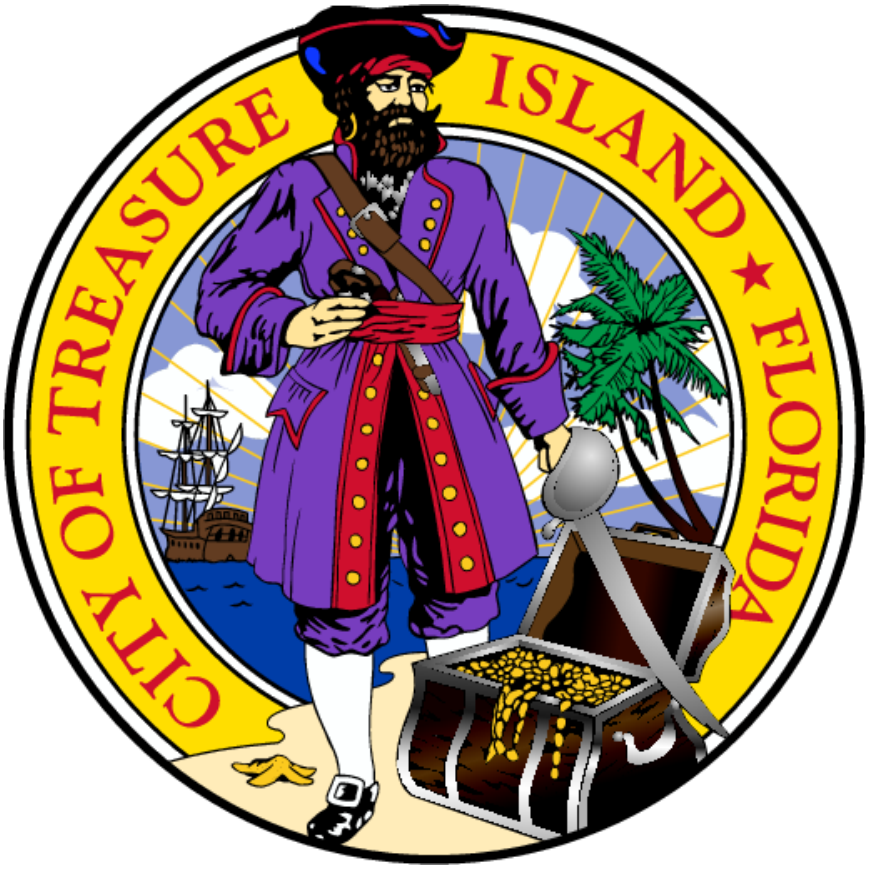
NAYS:

ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST:

_____
Lisa-Marie Kennedy, City Clerk



FY25 FEE SCHEDULE

Effective October 1, 2026 or as otherwise noted

LAST AMENDED:

Ord. 2024-23, September 17, 2024
Ord. 2023-18, September 18, 2023
Ord. 2022-13, September 19, 2022
Ord. 2022-02, February 1, 2022
Ord. 2021-19, September 20, 2021
Res 20-15, September 15, 2020
Res 20-05, May 19, 2020
Res 19-06, September 17, 2019
Res 18-65, September 18, 2018
Res 17-59, September 19, 2017
Res 16-90, September 20, 2016
Res 15-67, August 18, 2015

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16. Doggie Dining Permit 11

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Any charge established in this fee schedule (Appendix A) may be waived or reduced by the City Commission upon a finding that extraordinary conditions warrant such a waiver or reduction, so long as said waiver or reduction is not prohibited or restricted by applicable federal, state, or local law.

ARTICLE I. COMMUNITY Development

1. Building Permits (Chapter 8, Treasure Island Code of Ordinances [Code], 8-31 TI-Code)
    a. Base Fee – For issuing each permit: $53 [Florida Building Code (FBC) – Section 109 Fees]
    b. Total Valuation Fee – $1,000 or less – base fee only $53 (where only a final inspection is required – each additional inspection required shall be charged $53. If, in the opinion of the building official, the valuation for the scope of work: construction, addition, alteration, repair, remodel, and/or replacement appears to be understated or underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates or a copy of the contract to meet the approval of the building official. (FBC)– Section 109, Schedule of Permit]
    c. Total Valuation Fee – over $1,000 and less than $1,000,000 – Base fee of $53 plus $11 for each thousand or fraction thereof; $1,000,000 or over – Base fee of $53 plus $8 for each thousand or fraction thereof. If, in the opinion of the building official, the valuation for the scope of work: construction, addition, alteration, repair, remodel, and/or replacement appears to be understated or underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates or a copy of the contract to meet the approval of the building official. [FBC– Section 109 Fees]
    d. State Surcharge pursuant to section 553.721, Florida Statutes – A surcharge assessed at the rate of 1 percent of the permit fees associated with the enforcement of the Florida Building Code. The minimum amount collected on any permit issued shall be $2. (Required by section 553.721, Florida Statutes)
    e. State Surcharge pursuant to section 468.631, Florida Statutes – A surcharge assessed at the rate of 1.5 percent of all permit fees associated with enforcement of the Florida Building Code. The minimum amount collected on any permit shall be $2. (Required by section 468.631, Florida Statutes).
    f. Fee for Re-inspection – The contractor shall pay a re-inspection fee of $53 for each inspection failure.
    g. Fee for revision to an Existing Permit or Partial Inspection Request:
        i. A revision to an existing permit shall be charged a $53 revision fee, plus any valuation fees (as provided in subsections b or c above) and State Surcharges.
        ii. A request for a partial inspection shall be charged $53 per partial inspection requested.

b. Fee for Extension of Time on a Permit

    i. Extension of a building permit which has not yet expired and fulfills the "permit intent" of FBC – Section 105.4.1 - $106

    ii. Extension of a building permit which has been expired – applicant must reapply for a new permit (FBC - Section 105.4.1.1)

c. Fee for a Same Day Inspection - $43 and this service is subject to the availability of an inspector to provide this service

d. Fee per Tent for Special Events, Permit Contractor Change, Contractor Trailer, Contractor Storage Trailer, Temporary Power Pole, Temporary Structures, and per Tree permitted to be removed – Fees for permits where no work valuation is pertinent shall be based upon an initial fee of $53 covering one inspection and a fee of $50 for each additional inspection required. The number of inspections required shall be at the discretion of the City Commission, City Manager, Community Development Director, Fire Department, or Building Official as the situation warrants.

    i. After a tree removal has been permitted, a donation may be made to the Green Utility account in lieu of re-planting tree(s) – Section 72-111(b) of the City of Treasure Island Land Development Regulations (TI-LDR). The fee in lieu shall be based on the cost of purchasing the requisite size and number of replacement trees.
    ii. Tree removal which is exempt under section 163.045, Florida Statutes - $0 (Sec. 72-111, TI-LDR)
    iii. Tree removal which is not exempt under section 163.045, Florida Statutes - $50 (Sec. 72-111, TI-LDR)
    iv. After the fact tree removal which is not exempt under section 163.045, Florida Statutes - $100 (Sec. 72-111, TI-LDR)

e. Moving Fee and Demolition Fee – for the demolition or the moving of any building or structure, the fee shall be $150

    i. Valuation of Moving or Demolition Work of $0 to $15,000 = $159

    ii. Valuation of Moving or Demolition Work greater than $15,000 = 1% of moving or demolition cost

f. Plan Review Fees – When a permit is required to be submitted, the respective plan review fees shall be paid to the City at the time of submitting the permit application, plans, and/or specifications for checking—this is a nonrefundable fee. The remaining balance(s) shall be paid upon permit issuance. Fees to be set as follows:

    i. Building plan review fee - equal to one-half of the total building permit fee
        1. Each subsequent review – projects below $10,000 in value – 10% of building permit fee
        2. Each subsequent review – projects $10,000 and above in value – 5% of building permit fee

ii. Floodplain plan review fee – equal to one-half of the total floodplain permit fee. (LDR Division 3 & Sec. 66-103.3).
iii. Zoning plan review fee – equal to one-half of the zoning permit fee. [Sec. 68-32, TI-LDR& Sec. 70-51, TI-LDR].
iv. Fire plan review fee – the respective costs at time of submittal as listed in Exhibit A for Fire and Rescue fee schedule. (National Fire Protection Association)
v. Civil or structural engineering review fee – equal to one-half of the total civil or structural permit fee
vi. Public works review fee – Equal to one half the public works permit fee

g. Refunds of permit fee only (not plan review or other Community Development Department fees)
    1. Work has not commenced, and the permit is less than six months old – Permit fee and state surcharges paid minus $75
    2. Work has commenced or the permit is over six months old – no refund.

h. After the Fact Permit - Where a permit is required by the Code of Ordinances and/or Land Development Regulations the work is started prior to obtaining the permit, the (permit fees) herein specified shall be:
    i. Two (2) times the permit fee, on the 1st occurrence by the property owner and/or contractor;
    ii. Three (3) times the permit fee, on the 2nd occurrence by the property owner and/or contractor;
    iii. Five (5) times the permit fee, each time thereafter by the property owner and/or contractor.
    iv. The payment of the five (5) times fee shall not relieve any persons from fully complying with the requirement of the Code of Ordinances and Land Development Regulations. [FBC – Section 109.4, Work commencing before permit issuance]

i. After Hours Building Inspections
    i. Building Inspections after 5:00 p.m. Monday through Friday and Saturdays - $149 per hour with a 2-hour minimum.
    ii. Building Inspections on US Federal Recognized and City Recognized Holidays and Sundays - $212 per hour with a 2-hour minimum.

j. New/Change of Address $30 plus $20 per additional address same property
k. Certificate of Occupancy or count of completion: $65

2. Zoning Permit Fee (Sec. 68-32, TI-LDR)
    a. New, or Addition - Single family and duplex: $35
    b. New or addition - Each subsequent resubmittal- Single family and duplex: $35

c. New or addition - 3 or more units or nonresidential: $65
d. New or addition - Each subsequent resubmittal - 3 or more units or non-residential: $55
e. Dock (Sec. 69-54, TI-LDR)
    i. Single Family and Duplex $25
    ii. 3 or more units or nonresidential $40
f. Driveway (Sec. 72-34, TI-LDR)
    i. Single Family and Duplex $20
    ii. 3 or more units or nonresidential $30
g. Garden Walls, Fences, and hedges (Sec. 68-458, TI-LDR)
    i. Single Family and Duplex $25
    ii. 3 or more units or nonresidential $35
h. Signs $45 (Sec. 73-35, TI-LDR)
i. General zoning review not covered above $25

3. Floodplain Permit Fee (Sec. 66-103.3; Chapter 66, TI-LDR)
    a. New, remodel or addition - Single family and duplex: $35
    b. New remodel or addition - Each subsequent resubmittal - Single family and duplex: $30
    c. New, remodel or addition - 3 or more units or non-residential: $65
    d. New, remodel or addition - Each subsequent resubmittal - 3 or more units or nonresidential: $55
    e. After the fact all types (no permit): $200
    f. After the fact all types (no permit), each subsequent review: $160

4. Civil or Structural Engineering Permit Fee (Sec. 70-51, TI-LDR)
    a. New or addition - 3 or more units or nonresidential: $140/hour
    b. New or addition, 3 or more units or nonresidential each subsequent resubmittal: $120/hour
    c. Raised seawall $200/hour
    d. Raised seawall, each subsequent review $200/hour
    e. Drainage plan $200/hour
    f. Drainage plan, each subsequent resubmittal $200/hour
    g. Site visit, if requested by applicant $200/hour
5. Public Works Plan Review for Permit (Sec. 70-51, TI-LDR)
    a. New or addition - 3 or more units or nonresidential: $60
6. Adult Use Permits – [Chapter 62 TI-LDR)]
    a. Adult use permit from the City Manager or designee - $250 [Section 62-4, TI-LDR]
    b. Appeal of certification of noncompliance to City Commission- -$350 [Section 62-4(c)(1), TI-LDR]
    c. Extension of preliminary adult use permit - $50 [Section 62-4(d)(1), TI-LDR]

d. Appealing the denial of extension of adult use permit to City Commission - $350 [Section 62-4(d)(1), TI-LDR]

e. Permanent adult use permit - $100 [Section 62 - 4(d)(1), TI-LDR]

f. Renewal of adult use permit - $100 annually [Section 62-4(d)(2), TI-LDR]

g. Appeal of City Manager's decision to revoke permanent adult use permit to City Commission - $350 [Section 62-4(d)(3), TI-LDR]

h. Variance - $350 for the 1st variance request and $100 for each additional request [Section 62-6, TI-LDR]

7. Planning and Zoning Board / Local Planning Agency Application Fees

   a. Appeal to an administrative decision $350 (Sec. 70-181, 70-241, TI-LDR)

   b. Variance request (Sec. 70-221, 70-241,72-6, TI-LDR)

      i. Variance request – base fee (one variance) - $350. Each additional variance requested - $100 residential (Sec. 70-221, TI-LDR)

      ii. Multifamily, Commercial, and Institutional - Base fee (one variance) $500 with each additional variance requested $100.

   c. Special exception request – $600 (Sec. 70-201, 70-241, TI-LDR)

   d. Site plan/application review (Sec. 70-71, 70-51, TI-LDR)

      i. Single family and duplex - $500

      ii. Single family and duplex, civil engineering review - $200/hour

      iii. Multifamily, Commercial, and Institutional - $1,000

      iv. Multifamily, Commercial, and Institutional; civil engineering review - $200/hour

      v. Minor Modification to Previously Approved Site Plan – One-half regular site plan review fee.

      vi. Minor modification to Previously Approved Site Plan, Civil Engineering review (if required) - $200/hour

   e. Subdivision (plat) review (Sec. 74-31, TI-LDR)

      i. Preliminary Plat - $700

      ii. Preliminary Plat, civil / survey engineering review - $200/hour

      iii. Final Plat - $500

      iv. Final Plat, civil / survey engineering review - $200/hour

      v. The cost of recording the plat shall be paid by the applicant.

   f. Comprehensive plan text amendment / future land use map amendment – $2,250 (Sec. 68-121, TI-LDR)

g. Re-zoning fee - $2,000. (Section 68-122 TI-LDR)

h. Request for a text amendment to the land development regulations - $2,000 (Sec. 68-123, TI-LDR)

i. Development Agreement (Section 68-496 – TI-LDR)
    i. Development Agreement $2,250
    ii. Development Agreement Modification $2,250
    iii. Development Agreement Extension $1,125

j. Copies for mailings
    i. 1 sided up to 8 1/2" x 14" $0.15
    ii. 2 sided up to 8 1/2" x 14" $0.20

8. City Commission Fees

    a. Fees not listed below shall be the same as Planning and Zoning Board / Local Planning Agency fees.

    b. Vacation of an easement shall be $500. The cost of recording shall be paid by the applicant.

    c. Vacation of a right-of-way shall be $1,000. The cost of recording shall be paid by the applicant.

    d. License agreements with property owners along the Central Beach Trail -$500

        i. Those who agree to make public improvements between the rear property line of their lot and the Central Beach Trail, the $500 fee may be waived, depending on the scope of the improvements, at the City's sole and absolute discretion.

        ii. All subsequent requests for amendments to existing license agreements shall be $200.

    e. Release of Unity of Title shall be $150 (Section 68-490, TI-LDR)

    f. All special events on private property which are open to the public for a fee or not, or for profit or not, requiring staff approval, shall pay a special event permit application fee of $100. (Section 68-571, TI-LDR)

        i. All special events on private property which are open to the public for a fee or not, or for profit or not, for City Commission approval, a special event permit application fee shall be $200 (Section 68-571, TI-LDR)

    g. Other City Commission hearing fees shall be $150, unless otherwise stipulated.

    h. Appeals to site plan review by Planning and Zoning Board [Section 70-111, TI-LDR] – Amount shall be one half of the Planning and Zoning / Local Planning Agency site plan review fee

    i. Special Event Parking - $350 [Section 68-468, Off-Street Parking, TI-LDR]

9. Fee to Connect to Public Sanitary Sewer System – For structures not previously connected $325 (Section 75-62, TI-LDR)
10. Returning Signs That Were Placed in the Right-Of-Way or On Public Property - $10 per sign for each occurrence. (Section 73-35, TI-LDR)
11. Multimodal Impact Fees
    a. Pinellas County Land Development Code, Part III, Chapter 150-Impact Fees / Article II
12. Land Use / Zoning Verification Letter **–** (Section 68-32, TI-LDR)
    a. Single lot: $75
    b. Multiple lots or Existing Commercial /Hotel Use: $125.00
    c. Research Grandfathered Status (determination of legal units, density, intensity, etc.): $100.00 first hour plus $50 per hour of additional time
13. Land Development Regulation - Administrative Waiver by Staff: $150 (Section 68-35, TI-LDR)
14. Lien Search Requests and Registration of Foreclosing Properties (Section 2-173, TI-Code)
    a. Lien Search requests will be processed at $50 per parcel. A Rush Lien Search will be processed within 3 business days at a fee of $75 per parcel.
    b. Registration of foreclosing residential or commercial properties will be processed at a fee of $100 per property – (Section 2-173, TI-Code)
15. Staff Assistance Preparing a Florida Department of Environmental Protection Permit for Use of the Public Beach - $150 per application plus any applicable permit application fees. (Section 68-571, TI-LDR)
16. Doggie Dining Permit (Section 6-52, TI-LDR)
    a. Application fee: $100
    b. Annual renewal fee: $50
17. Sidewalk Café Use Permit (Section 68-571, TI-LDR)
    a. Application fee: $100
    b. Annual renewal fee: $50
18. National Pollutant Discharge Elimination System (NPDES) Inspection Fees - $35 each (Section 75-206, 54-36, TI-LDR)
19. Advanced Wireless Infrastructure Deployment Act; section 337.401(7), Florida Statutes

    (Chapter 42, TI-LDR – Article III, Communications Rights-of-Way Usage.)

    a. Registration
        1. Annual Registration – No fee
        2. Transfer of Registration – No fee
        3. Registration Amendments – No fee

4. Registration Renewal – No fee

b. Annual Local Business Tax – (Section 46-103, TI-LDR)

c. Annual Pass-Through Providers $500 per linear mile (Section 42-72, TI-Code; sec. 337.401(6)(b), Florida Statutes)

d. Rate to collocate small wireless facilities on a city utility pole shall be $150 per pole annually, or the maximum amount allowed by applicable law. (Section 337.401(7), Florida Statutes)

e. Rate to collocate small wireless facilities on a non-city owned utility pole – No fee. (Section 337.401(7), Florida Statutes)

f. Permit fee for installation of a new utility pole used for collocation of small wireless facilities – No fee. (Section 337.401(3), Florida Statutes)

g. Appeal of a decision of the City Manager or designee - $350 (Section 42-84, TI-Code)

h. Required mailings: $0.20 per page up to two-sided and current USPS first class postage

20. Flood zone Letters/Amendments/Revisions: (Section 66, TI-LDR)

a. Flood zone Verification Letter	$75.00
b. Letter of Map Amendment (LOMA)	
i. Floodplain Review	$75.00
ii. Civil Engineering Review – initial review	$500.00
iii. Civil Engineering Review – additional reviews	$250.00 per additional review
c. Letter of Map Revision (LOMR)	
i. Floodplain Review	$75.00
ii. Civil Engineering Review – initial review	$500.00
iii. Civil Engineering Review – additional reviews	$250.00 per additional review
d. Letter of Map Revision Based on Fill (LOMR-F)	
i. Floodplain Review	$75.00
ii. Civil Engineering Review – initial review	$500.00
iii. Civil Engineering Review – additional reviews	$250.00 per additional review
e. Conditional Letter of Map Revision (CLOMR)	
i. Floodplain Review	$75.00
ii. Civil Engineering Review – initial review	$500.00
iii. Civil Engineering Review – additional reviews	$250.00 per additional review

21. Alcoholic Beverage Permit Zoning Review (Ch. 561, Florida Statutes)

a. Off-Site Consumption	$100.00
b. On-Site Consumption	$200.00

ARTICLE II. FIRE AND RESCUE

22. Fire Code Inspections and New Construction Plan Reviews: (Sections 8-79, 8-80, TI-Code)

    The occupant of any commercial premises or the owner of such commercial premises when there is no occupant and the owner of any residential premises on which the City conducts any fire safety inspections in accordance with any federal, State or local law shall remit to the City a fee for the inspection as set forth in the attached fee schedule as adjusted as herein provided. Such fees shall be reviewed and adjusted administratively, if necessary, once per fiscal year.

    c. Fire Inspections are conducted by the Treasure Island Fire Inspector; see Attachment A for Fee Schedule (Resolution 18-65)
    d. Fire Plan Reviews are conducted by the Treasure Island Fire Inspector; see Attachment A for Fee Schedule (Resolution 18-65)

23. Special Detail Fees

    e. Fire Personnel – Extra Duty Rates
        i. Firefighter - $48 per hour
        ii. Paramedic - $43 per hour
        iii. Fire Apparatus - $44 per hour
        iv. Fire Inspector - $75 per hour
        v. Holiday Rates for all fees shall be applied at 1.5 times the standard rates
    f. Apparatus - Extra Duty Rates
        vi. ALS Cart - $300 per event, per day
        vii. ALS Unit - $400 per event, per day
        viii. Fire Suppression Unit - $500 per event, per day

ARTICLE III. PARKS AND RECREATION

24. Children's Camps

Summer and Winter Camp Fees (Sec. 24-33, TI-Code)

All weekly camp rates are paid in full upon reservation. For a full refund, the cancellation request needs to be made within 14 days of the Monday of the first week enrolled. A 10% Administration Fee will be charged for all cancellations.

Summer Camp 10 Week Program Fee *(adjustments are made for camps more or less than 10 weeks)*

	Resident/Taxpayer*	***Non-Resident***
10 Week Camp Rate	$700	$900
Weekly Rate	$120	$140
Extended Care	***Residents and Non-Residents***	
Before and/or After Care 6:45 – 7:30 am and/or 5:05pm- 5:30 pm	$30 per week per family	

Winter Camp Fees *(adjustments are made for weekly rates based on camp dates)*

Daily Rates	$30 per day	$35 per day

** Taxpayer is defined for Children's Camps as Treasure Island Business Owners and St. Pete Beach Residents per reciprocal agreement.*

25. Treasure Bay Golf and Tennis (Sec. 24-33, 24-34, TI-Code)

Tennis Daily Rates (plus tax)

Tennis Daily Fee - Adults	$12
Asphalt Courts	Free
Reservations, two hour block	$6 per court
Juniors (under age 15 years old)	50% off above rates
Resident/Taxpayer Discount	10% Discount

Pickleball (plus tax)
Unlimited League & Daily Play

Daily	$5
Annual Pickle Pass	$75

Foot Golf (plus tax)	***Resident/Taxpayer****
9 hole	$10
9 holes, twice	$12
Juniors, 15 & under	$8
Family Rate (up to 2 adults and 3 juniors)	$25
Pre-Paid 10 Play Card (individual play)	$80

Memberships (plus tax)	
Tennis Pre-paid 10 play card	$90
Tennis 4-monthly card	$250
Tennis 12-monthly card	$560
Golf League 10 Play Card, winter	$120
Golf League 10 Play Card, summer	$70
Golf Pre-Paid 10 play card, winter	$130
Golf Pre-Paid 10 play card, summer	$80
Golf (plus tax)	
Daily Fee, winter (Dec. – Apr.)	$15
Daily Fee, summer (May. – Nov.)	$11
Replay 9 holes	50% off above rates
Juniors (under age 15 years old)	50% off daily fees
Resident/Taxpayer	$1.00 off rates above
League rate, winter	$13
League rate, summer	$9
18 Holes	Seasonal rate + $2
Pull Cart	$3
Rental Clubs	$4

** Taxpayer is defined for Treasure Bay fees as residents of St. Pete Beach per reciprocal agreement.*

26. Reservation/Private Rental of Treasure Bay Clubhouse/Picnic Areas (Sec. 24-34, TI-Code)
    a. $25 per hour plus tax for 10 - 40 people
    b. $50 per hour plus tax for 40 – 100 people

27. Reservation/Private Rental of Rosselli Park with Restrooms (Sec. 24-33, TI-Code)
    a. Reservation/Private Rental of ballfield or gazebo $25 per hour plus tax
28. Bus Rental with a Commercial Licensed Driver - $75 per hour (Sec. 24-33, TI-Code)
29. Repealed – Reserved for Future Use

30. City Facilities Rental Fees (Sec. 24-33, TI-Code)

All facility rentals are paid in full upon reservation. For a full refund, the cancellation request must be made 30 days prior to the event date. A ten percent (10%) Administrative Fee will be charged for all the cancellations. Treasure Island Residents or Treasure Island Business Owners will receive 50% discount of the posted rate for city's facilities; discount cannot be combined with any other fee reductions.

a. Community Center (up to 250 people) *plus tax

	Residents and Non-Residents
Facility Rental Fee*	$200 per hour, 4 hour minimum
Premium Dates/Holidays*	Regular rate + $250
Non-Profit Rental Fee *[501(c)(3) organizations only]*	1/3rd off the posted rates

b. City Hall Promenade Deck, up to 80 people *plus tax

Monday – Thursday	$200 per hour, 2 hour minimum
Friday - Sunday	$250 per hour, 4 hour minimum
Premium Dates/Holidays*	Regular rate + $250
Non-Profit Rental Fee *[501(c)(3) organizations only]*	1/3rd off the posted rates

c. Community Center Garden Room & City Hall Flybridge, Quarterdeck or Crows' Nest & City Center multi-purpose rooms (includes parking) *plus tax

Facility Rental Fee*

Monday – Friday	8:00 am – 4:30 pm	$50/hour; minimum 2 hours
Monday - Friday	After 4:30 pm	$75/hour
Saturday - Sunday		$100 per hour, minimum 4 hours
Premium Dates/Holidays*		$75 per hour, minimum 4 hours, maximum 10 hours
Use of Kitchen* (upon availability)		$250
Use of Gally w/Flybridge or Crows' Nest, only		$100

d. Beach Pavilion / Treasure Bay Clubhouse, (up to 50 people, includes parking in the Black Skimmer lot only) *plus tax Treasure Island Residents or Treasure Island Business Owners will receive a 50% discount of the posted rate for the City's facilities; discount cannot be combined with any other fee reductions.

Facility Rental Fee*

Monday – Thursday	$100/hour; minimum 2 hours
Friday - Sunday	$150/hour; min. 4 hours, max. 10 hours
Premium Dates/Holidays*	Total rental fee + $250

31. Class Instructor Fees - Thirty percent (30%) of gross class revenue, or $50 per month whichever is greater (Sec. 24-33, TI-Code)

32. Use of Public Beach or Public Property Review - City Staff Review Only (Sec. 24-34, TI-Code)

    Three hour permit includes setup, the event and breakdown. Additional setup time can be requested at an additional $50 per hour, plus applicable fees below.

    a. $100 Treasure Island Resident/Business or $125 Non-Resident for a small, organized gathering or beach event—such as a wedding, memorial service, picnic, or other similar gathering—of up to 50 people. Includes the use of up to a 10' x 10' tent/canopy, wedding arch, and chairs.

    b. $125 Treasure Island Resident/Business or $150 Non-Resident for a gathering or beach event—such as a wedding, memorial service, picnic, or other similar gathering of 51 - 100 people. Includes the use of up to a 10' x 10' tent/canopy, wedding arch, and chairs.

    c. $250 Treasure Island Resident/Business or $300 Non-Resident for a gathering or beach event—such as a wedding, memorial service, picnic, or other similar gathering of more than 100 people. Includes the use of up to a 10' x 10' tent/canopy, wedding arch, and chairs.

33. Use of Public Beach or Public Property Review - City Commission Review (Sec. 24-33, 24-34, 58-48, TI-Code)

    a. All events on public property or the public beach which are open to the public for fee or not, or for profit or not, requiring City Commission approval, except City sponsored or Commission exempted public events: $500 non-refundable

        i. All subsequent requests for renewals or amendments to existing contracts or agreements – $250 each

        ii. If approved, an additional special event fee will be assessed based on impact as determined by staff and approved by City Commission. Such impacts could include pre-event permitting and planning, attendance, number of total event days, traffic and parking impacts, parking, road closures, use of commercial equipment, event coordination and administration, etc.

            1. Low Impact - $1,000
            2. Medium Impact - $2,500
            3. High Impact - $5,000

        iii. Other fees for use of public beach or public property: costs for City services (trash pickup and disposal, police special detail, etc.) to be reimbursed to the City upon approval of the event by the City Manager or City Commission.

        iv. The determination of whether a use requires City Commission approval under this subsection shall be at the sole discretion of the City Manager or designee

    b. Non-exclusive License agreement request for City-owned beach area generally from 104th Avenue to 119th Avenue shall be $500 (non-refundable).

i. All subsequent requests for amendments to existing license agreements shall be $200 per request

c. Park Improvement Fund – five percent (5%) of net profits from fund-raising or revenue-generating activities or events held in city-owned parks by Non-Profits and For-Profit organizations, and as approved by the City. Such funds will be accounted for based on GASB and/or GFOA standards.

ARTICLE IV. FINANCE

34. Parking

a. Parking Meter Rates –

i. $5.00 per hour

ii. $5.50 per hour weekends and holidays

b. Sunset Beach Street Parking –

i. $6.00 per hour

ii. $6.50 per hour weekends and holidays

c. Resident Parking Permits

i. Electronic Pass, $5.00 each – maximum 2 per residence

d. City Event Parking - No less than $20 but up to $30 per vehicle, per day

e. Contractual Parking - $650 per space per year with a 5% annual increment. Must have a contract and will be analyzed case by case

35. Returned Checks Service Charge

a. Set according to the allowable service charge per Section 832.07, Florida Statutes

b. In no event should the fee be more than $100

36. Notary Services

a. Each instrument $10 (for non-City Business)

b. No charge for City Related Business

ARTICLE V. PUBLIC RECORDS

Recognizing that all public records and documents subject under State law to inspection by members of the public at reasonable times and under reasonable circumstances, should be produced and made available to the public promptly, when the nature or volume of public records requested to be inspected, examined, or copied is such as to require extensive use of technology

resources or extensive clerical or supervisory assistance ("extensive use of information technology resources or extensive clerical or supervisory assistance" is defined as more than thirty (30) minutes of staff time per request), a special service charge shall be imposed, in addition to the charge for copies. The party requesting such assistance or service shall be charged a fee that shall be equivalent to the hourly wage of the employee who renders such assistance, including in the hourly wage the cost to the City of all benefits paid to the employee. The special service charge will be computed to the nearest quarter of an hour exceeding the first thirty (30) minutes. If the records requested are stored on computer and must be retrieved and reproduced from such storage, the charges for such reproduced copies shall be based on the time necessary to generate and reproduce such records. The City may require a deposit equal to the estimated amount for copies, any applicable service charges for extensive requests and, when applicable, the cost of mailing prior to gathering the records requested. If the City's cost to provide the records is less than that amount provided in the deposit, the remaining amount of the deposit shall be returned to the requesting party. In the event the City incurs charges in an amount greater than the deposit, the City shall issue an invoice to the requesting party for the additional charges which shall be payable prior to or upon receipt of the documents requested.

37. Retrieval, Duplication, and Certification of Records [Section 119.07, Florida Statutes]
    a. Duplication of a one-sided document up to a size of 8 ½" x 14" is $.15 per copy
    b. Duplication of a two-sided document up to a size of 8 ½" x 14" is $.20 per copy
    c. Duplication of documents exceeding 8 ½" x 14" or documents the City is incapable of reproducing on existing City equipment shall be charged at the actual cost to duplicate the record(s).
    d. Paperless records provided on a CD or DVD is $1.25 per disc.
    e. The requestor may provide a USB drive to receive paperless copies of records; however, the drives must be scanned by IT Department staff first to ensure the health of the City's network. The charge shall be a minimum of actual cost of scanning and the duplication of the record(s).
    f. Certified copies are $1 per document/instrument, plus applicable duplication charges.
    g. Labor charges for extensive public records requests are applicable to any request requiring thirty (30) minutes or more of staff time in a single day to research and respond to a request. The actual cost is calculated using the hourly wage plus benefits of the lowest paid employee capable of performing the service.

ARTICLE VI. POLICE DEPARTMENT

38. Fingerprinting Service - $15
39. Special Detail (officer and vehicle) - $70 per hour

40. Pet Registration – No charge

41. $25 Bicycle Decals (Sec. 50-58, 50-63, 50-64, TI-Code):

    a) $1.00 for registration
    b) $0.50 for replacement if stolen, lost, or destroyed
    c) $0.50 for replacement if obliterated or illegible

42. Equipment Inspection - $5

ARTICLE VII. PUBLIC WORKS

43. City Signboard in Treasure Island Causeway Fee (Sec. 73-35, TI-LDR)

    a. $20 for one sign (East or West)

    b. $25 for two signs (East and West) up to 14 days.

ARTICLE VIII. UTILITY FEES

SEE ATTACHMENTS B, C, & D

44. Sewer (Sec. 75-122, TI-LDR)

See Attachment B

45. Stormwater (Sec. 54-74 and 54-75, TI-Code)

See Attachment C

ARTICLE IX. ELECTIONS

46. Qualification Fee [Section 99.093, Florida Statues, Sec. 14-10, TI-Code]

    a. Application fee for district commissioner - $50.00
    b. Application fee for mayor-commissioner - $100.00

These fees may be waived if the candidate is determined to be exempt from the election assessment pursuant to section 99.093(2), Florida Statutes. Any charge by the supervisor of elections to verify signatures pursuant to Chapter 99, Florida Statutes, shall be paid by the candidate.

ARTICLE X. BUSINESS TAX

Sec. 46-103, TI-Code

A

Abstracts of Title	186.27
Adult entertainment establishment, bookstore, etc.	fee set by City Commission
Advertising:	
Agencies	92.94
Card directory	92.94
Directories, guidebooks	186.27
Handbills	92.94
Outdoor advertising, persons engaged in business of painted walls or electric displays or other devices leased or rented, not otherwise specifically receipted (See "signs")	92.94
Parade, including automobiles and wagons carrying advertising signs and musical instruments or other devices to attract attention, for each parade	510.51
Schemes and devices not provided for	510.51
Agent, agencies, including but not limited to book or magazine, claims and collections, credit agencies or bureaus, detective, employment, investment or security, loan, manufacturer's agent, and travel or transportation agents	92.94
Alarm systems, fire, burglary, medical monitoring, etc.	92.94
Amusement parks, children's playground and mechanical equipment	92.94
Amusement parlors, owner or manager	370.05
Animal grooming service, not permitted as kennel	92.94
Answering services	92.94
Antiques, dealers in	92.94
Appraisers	92.94
Architects	92.94
Armored car service	92.94
Art gallery	92.94
Artist	54.68

A

Auctions and auctioneers:	
Personal property, per diem	372.47
Real estate	372.47
Shops or stores, owners or managers	1276.25
Automobiles, trucks and RV's:	
Agencies, sale or rental (in addition to all other receipts)	58.60
Automobile, bus for hire, each	92.94
Cruising taxicabs	38.26
Driver of automobile for hire, taxicabs or bus, each	19.07
Filling station:	
1 pump/dispenser	38.26
1 pump/dispenser and repair service	92.94
Additional pump/dispenser	3.80
Parking lot, temporary, per day	19.07
Storage or parking lots, capacity:	
1—50	92.94
51 or more	186.27
Used car lot	280.74
Wash and polish only	92.94

B

Bait, dealers in	54.68
Bakeries	92.94
Banks	92.94
Barbershops and beauty shops:	
1 station	92.94
Each additional station	19.07
Technician (nail, cosmetology, etc.)	54.68
Billiards, pool, for public use or profit	54.68

B

Boats:	
Charter, cruise or party:	
1—6 passengers	54.68
7—21 passengers	92.94
22+ passengers	131.25
Storage/dry:	
1—25 boats	112.06
26+ boats	168.29
Boat and yacht brokers	112.06
Sales	112.06
Rentals	186.27
Marinas:	
1—25 boats	112.06
26+ boats	168.29
Bondsmen	372.47
Bookkeeping and income tax service	92.94
Boot and shoe repair shop	92.94
Bottled drinks, wholesale	
1 truck	186.27
Each additional truck	38.26
Bottled water, delivery of:	
1 truck	92.94
Each additional truck	38.26
Bottled gas, dealers in	92.94
Bowling alleys:	
First alley	92.94
Each additional alley	38.26
Brokers:	
Wholesale dealers in merchandise	372.47
Business and computer machine, rental	92.94

C

Camera and photographic supply shops	112.06
Carnivals, including side shows incident thereto, per week or fraction thereof	3739.45
Carpet and rug cleaning establishment	92.94
Caterers	92.94
Circus:	
Circus shows and tent shows, per day	1123.12
Parade	510.51
Clinic, medical, dental, etc.	92.94
Computer programming, 1 employee	92.94
Congregate care, adult congregate living facility and group care facility:	
1—10 residents	127.61
Each additional resident	12.73
Consignment shops	92.94
Contractors:	
General	186.27
All others	92.94
Copy service, duplicating, engraving, lithography, mimeographing and multigraphing	92.94

D

Data processing and related services	92.94
Dentists	92.94
Detective agencies	92.94
Distributor	92.94
Diver	92.94
Doctors/physicians	92.94
Drafting	92.94
Dressmaking establishment and hemstitch sewing, including tailors and needlework	38.26
Drugstores	92.94
Dry cleaning, laundries, linen service	92.94

E

Entertainments, musicals, concerts or shows, where not held in receipted theater or hall.	Apply to City Commission for permission and tax
Equipment rental	93.27
Exhibits	Apply to City Commission for permission and tax
Exterminators, termites or vermin, in addition to all other receipts	92.94

F

Family day care centers:	
1—5 residents or day care	92.94
Each additional resident	0
Finance companies, any person who engages in a financing service or effecting the purchase or collection of deferred merchandise purchase agreements or notes	92.94
Florists	92.94
Fuel oil dealer	92.94
Furniture, refurnish, reupholster	92.94

G

Game machines, each machine to be paid by the owner or person in whose place of business the machine is operated, each machine, in addition to all other receipts	3.80
Golf, miniature	92.94
Guns, dealer in revolvers and pistols	497.72

H

Halls for rent, where admission is charged	186.27
Health clubs, salons, spas	92.94
Hearing aids, agent or dealer	92.94
Home health care, nursing, aides	92.94
Home occupations	92.94

I	
Ice retail stations, each	38.26
Insurance:	
Agency	92.94
Branch offices	92.94
Claims	92.94
Company	92.94
Title	186.27
Interior decorators	92.94
Investment counselors	92.94
J	
Janitorial service	92.94
L	
Laboratories, analytical or dental	92.94
Landscape gardener, lawn service	92.94
Launderettes or self-service laundries:	
First 10 machines	92.94
Each additional machine	5.07
Lawn service only	
Lawn and tree spraying	92.94
Lawyers, each	92.94
Lecturers and instructors	372.47
Locksmiths, each	92.94
M	
Mail order establishment	92.94
Management consultant	92.94
Massage parlors	92.94
Mental healers, not including members of Christian Science profession	372.47

M

Merchant and merchandising:	
Wholesalers	92.94
Merchants, demonstrators, exhibitors selling merchandise at exhibits or shows, 1 week only	44.59
Retail store	92.94
Messenger or package delivery service	92.94
Motorcycles, motorbikes and motor scooters:	
Motordrome sales	186.27
Rental only	186.27
Repair only	92.94
Moving pictures, or other theaters or permanent places of amusement	92.94
Music studios	92.94

N

Newspapers and publications:	
Daily	935.30
Other than daily, excepting religious educational, charitable, fraternal or veterans sponsored	112.06
Nursery and service plants, etc.	92.94

O

Occult—Clairvoyant, fortunetelling, palm reading, crystal ball, and any of the mystic arts	497.72
Opticians/optometrists	92.94
Osteopaths	92.94

P

Patrols, night patrolmen or private watchmen, each, on recommendation of the city commission	92.94
Pawnbrokers	1308.17
Pet shops and supplies	112.06
Photostat and blueprint shop	92.94
Photographers:	
Each	54.68

P

Studio	92.94
Piano tuners, each.	54.68
Professions:	
Accountant, acupuncturist, appraisers, architect, attorney, auditor, chemist, chiropodist, chiropractor, counselors, consultants, dentists, designer (industrial and residential), draftsmen, electrologist, engineer (individual or firm), naprapath, naturopathy, homeopathic physician, oculist, optician, optometrist, osteopath, pharmacist, physical culturist or therapist, physician, physiotherapist, podiatrist, psychologist, stocks and bonds broker, surveyor (individual or firm), veterinary surgeon, and any other professions not listed	92.94
Promoter	372.47
Property management	92.94
Psychologists	92.94
Public relations, each individual or firm	92.94

R

Real estate agency/office:	
Broker	92.94
Sales representative if covered under broker	0
Sales representative if not covered under broker	92.94
Registration of business tax receipts	12.91
Rental units:	
1 unit	25.52
2—5 units, each	6.34
Each additional unit over 5	5.07
Condo/hotel (each unit)	25.52
Repair shops, other than garage and machine, proprietor only	92.94
Restaurants, bars, cafeterias, lounges or lunch rooms:	
1—25 persons, occupancy	92.94
Over 25 persons, occupancy (in addition to all other receipts)	139.74

S

Schools, private operated for profit:	
1—10 students	92.94
11—25 students	131.25
26—50 students	186.27
Over 50 students	280.74
Second (multiple) businesses	50 percent of regular receipt tax
Secondhand store:	
Dealer in clothing	92.94
Dealer in all other commodities	92.94
Signs, painters, firms, companies, association of persons or corporations engaged in business of sign painting	92.94
Solicitation, telephone, etc.	92.94
Supermarkets	186.27
Surveyors	92.94
Swimming pools:	
Construction of (see "contractor").	
Sales and service	92.94
Maintenance only	92.94

T

Tanning salon	92.94
Telephone and telegraph companies, branch offices	92.94

U

Unclassified:	
Every business, occupation, profession or exhibition, substantial, fixed or temporary, engaged in by any person within the city for which no receipt fee has been set forth and not specifically designated in this schedule	112.06
Undertakers or ambulance service	372.47

V

Vending machines, each (this receipt shall be in addition to all other receipts)	5.07
Veterinarians	92.94

W

Warehouses, bonded or storage	92.94
Weighing machines, each, to be paid by the owner, or by the person in whose place of business the machine is located, in addition to all other receipts	5.07

Attachment A

Fire Inspection & Fire Plan Review Fees

FIRE INSPECTION SERVICE:	FEE
Common Areas - Townhouse Complex	$ 75.00
Family Service Home-Child Care, ALF/ACLF less than 7 persons	$ 40.00
Family Service Home-Child Care, ALF/ACLF 7 persons or greater	$ 75.00
Fire Hydrant Services	$ 25.00
Fire Protection System	$ 50.00
Automotive Fueling Facility	$100.00
Marine Fueling Facility	$110.00
Industrial Facility	$ 75.00
Tourist Lodging Complex- 3 to 10 units	$ 75.00
Tourist Lodging Complex - 11 to 20 units	$110.00
Tourist Lodging Complex - 21 to 49 units	$125.00
Tourist Lodging Complex - 50 units or greater	$175.00
Occupied Multiple Business Unit @ $30.00 per unit	
Unoccupied Multiple Business Unit @ $15.00 per unit	
Permanent Residential Complex - 3 to 10 units	$ 50.00
Permanent Residential Complex - 11 to 20 units	$ 90.00
Permanent Residential Complex - 21 to 49 units	$110.00
Permanent Residential Complex 50 units or greater	$145.00
Places of Assembly 1 to 49 persons	$ 50.00
Places of Assembly 50 to 149 Persons	$ 75.00
Places of Assembly 150 persons or greater	$100.00
Marine Service	$250.00
Fire Sprinkler System Check	$ 25.00
Stand Alone Business < or = 3000 Sq. Ft.	$ 50.00
Stand Alone Business > 3000 Sq. Ft.	$100.00

Storage Facility < or = 5000 Sq. Ft.	$ 75.00
Storage Facility > 5000 Sq. Ft.	$100.00
Fuel Tank Installations	$ 50.00
LP Tank Installations	$ 50.00
FIRE PLAN REVIEWS AND INSPECTIONS:	
Building Services Equipment Plan Review and Inspection (Installation or Replacement of kitchen hood ansul system, trash chute, etc.)	$ 60.00
Fire Protection Systems Plan Review and Inspection (Installation or Replacement of fire alarm, fire sprinkler, standpipe system, etc.)	$ 60.00
New Construction Projects Plan Review and Inspection: - Up to 1,500 square feet - In excess of 1,500 square feet ($60 + $30 = $90)	 $ 60.00 $ 90.00
Remodel / Addition Project Plan Review and Inspection: - Up to 1,500 square feet - In excess of 1,500 square feet ($30 + $30 =$60) - Remodel Commercial Common Areas	 $ 30.00 $ 60.00 $ 60.00
Site Plan Review	$ 60.00
LP Gas Retail Bottle Displays	$ 60.00
LP Gas Tank Installations	$ 60.00
First Re-inspection (for failure)	$ 30.00
Second Re-inspection (for failure)	$ 30.00

RE-INSPECTION FEES:	
Code Compliance 1st visit	$ 30.00
Code Compliance 2nd visit	$ 30.00
Code Compliance 3rd visit	$ 30.00
Code Compliance 4th visit & each subsequent visit	$ 30.00

COMMUNITY HEALTH & SAFETY FEES:	
"Safe Sitter" Course	$ 45.00
CPR Course	$ 25.00

Exhibit B

City of Treasure Island
Sewer Rate Bi-Monthly Rate Schedule
Effective Billing Cycles as of December 2025
Base Rate, Volumetric Rate Adjustments and Purchase Sewer Adjustment (PSA)

Description		Existing Fiscal Year 25		Adopted Fiscal Year 26
Base Charge - Bi-Monthly				
Single Family	$	46.20	$	48.42
Duplex	$	80.70	$	84.57
Multifamily per unit	$	43.30	$	45.38
Hotel per unit	$	32.90	$	34.48
3/4" or 1"	$	46.20	$	48.42
1.5"	$	113.60	$	119.05
2"	$	173.30	$	181.62
Greater than 2"	$	271.30	$	284.32
Non-Metered	$	46.20	$	48.42
Volumetric Charge				
Block 1 (0-3,000)				
Rate per Thousand Gallons	$	12.87	$	13.49
Purchased Sewer Adjustment (PSA)*	$	1.51	$	1.58
Total Block 1 Rate per Thousand Gallons	$	14.38	$	15.07
Block 2 (Above 3,000)				
Rate per Thousand Gallons	$	15.18	$	15.91
Purchased Sewer Adjustment (PSA)*	$	1.51	$	1.58
Total Block 2 Rate per Thousand Gallons	$	15.31	$	17.49

* The Volumetric Charge shall be automatically adjusted annually effective with the billing as of December 1, 2025, after the City's wholesale sewer provider adopts an adjustment to the City's wholesale sewer rates.

Purchase Sewer Adjustment (PSA) = [Annual Purchased Wastewater Cost Under the Adjusted Wholesale Sewer Rates/Annual Revenue Gallons] - Base Year Cost
(Annual Revenue Gallons are in thousands of gallons)

Base Year Cost = $9.35 per thousand gallons as derived from the projected cost for Fiscal Year 2026

Annual Purchased Sewer Costs in PSA Formula

1. The Annual Purchased Sewer Costs include the total costs of wholesale sewer service including strong waste charges and outside-City surcharges.

2. The Annual Purchased Sewer Costs shall be calculated using the most recently available historical 12 months of actual sewer flow billed by the City's wholesale sewer provider - for which the City also has revenue gallons billed to the City's sewer customers - on the date that the adjusted sewer rates are adopted.

3. The historical time period for the sewer flow billed by the City's wholesale sewer provider and the revenue gallons billed to the City's sewer customers must be the same for purposes of the PSA calculations.

Annual Revenue Gallons in PSA Formula

The Annual Revenue Gallons shall be the most recently available historical 12 months of sewer flow billed to the City's sewer customers based on metered water sales in thousands of gallons for which the City also has actual sewer flow billed by the City's wholesale sewer provider.

Exhibit C

City of Treasure Island
Stormwater Management Rate Schedule
Effective Billing Cycles as of December 2024
New ERU calculation for FY25

Category	Monthly Rate	Bi-Monthly Rate
Single Family	$25.92	$51.84
Other Property types	Per calculated ERU * $25.92	Per calculated ERU * $51.84

*ERU = Equivalent Residency Unit, calculated per City of Treasure Island Ordinance 2023-17 (3,448 sq feet).

The city conducted a stormwater rate study and equivalent residency unit calculation update for the FY24 budget development process. The new rate calculation represents a fundamental shift in the equitable burden borne by the various ratepayer types and will be phased in over a few fiscal years as a result.

AGENDA ITEM NO. H.8

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 7, 2025
SUBMITTED BY:	Charles Van Zant, Administration
ITEM TYPE:	Resolutions
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	First Reading of Ordinance 2025-29, Treasure Island Code of Ethics
BACKGROUND:	Section 3.05(e) of the City Charter opines on the Commission's ability to enact a code of ethics that is equal to or stronger than the standards of conduct established by law. Discussion on enacting a potential code of ethics was discussed at previous Commission meetings.
POLICY/PURPOSE:	Establish a Code of Ethics for Treasure Island Elected Officials
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	This item is being presented as a possible Code of Ethics for the Treasure Island City Commission.
FUNDING:	N/A
MOTION:	I move to approve Ordinance 2025-29, Treasure Island Code of Ethics, and move it to the second and final reading.

ATTACHMENTS:
Ordinance_2025-_29_Ordinance_Code_of_Ethics.pdf

ORDINANCE NO. 2025-29

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, ENACTING A CODE OF ETHICS FOR ELECTED AND APPOINTED OFFICERS; PROVIDING STANDARDS OF CONDUCT EQUAL TO OR STRONGER THAN STATE LAW; PROVIDING FOR IMPLEMENTATION, TRAINING, AND ENFORCEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 3.05 of the City Charter of the City of Treasure Island requires the City Commission to enact by ordinance a code of ethics for all elected and appointed officers and employees of the City; and

WHEREAS, the City of Treasure Island desires to adopt ethical standards for elected officials equal to or stronger than those provided by state law; and

WHEREAS, the City Commission finds that establishing such a Code of Ethics promotes transparency, accountability, and public trust in municipal governance;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA:

SECTION 1. Adoption of the Code of Ethics

This ordinance shall be known and cited as the **"City of Treasure Island Code of Ethics for Elected Officials."**

SECTION 2. Statement of Policy.

The residents of the City of Treasure Island are entitled to fair, ethical, and accountable local government. Commissioners shall uphold both the letter and the spirit of applicable laws and policies; act independently, impartially, and fairly; and use the powers of office for the public good—not for private benefit.

SECTION 3. — STANDARDS OF CONDUCT.

Section 3.1 — Put the Public Interest First

Commissioners serve as stewards of the public interest. Each Commissioner will work for the common good of Treasure Island's residents, ensuring fair and equal treatment of all persons and issues coming before the City Commission.

Section 3.2 — Follow the Law

Commissioners shall comply with the United States and Florida Constitutions; Florida's public ethics, public records, and open-meetings laws; and the City Charter and Code of Ordinances.

Section 3.3 — Personal Conduct and Civility

Commissioners shall conduct themselves with courtesy and professionalism; avoid abusive conduct and personal attacks against other Commissioners, staff, or the public; and refrain from behavior that could reasonably be viewed as improper.

Section 3.4 — Respect for Process and Roles

Commissioners will uphold adopted procedures and rules of order so that City business is conducted transparently and efficiently. Individual Commissioners shall not bypass established processes, direct staff outside proper channels, or otherwise undermine the Commission-Manager form of government.

Section 3.5 — Conduct of Public Meetings

Commissioners shall come prepared; listen attentively; focus on the business at hand; avoid interruptions; and refrain from personal commentary unrelated to City business. The goal is orderly meetings that foster public trust and efficient decision-making.

Section 3.6 — Stewardship of Public Resources

City resources—including funds, facilities, staff time, equipment, and information—shall be used solely for City purposes and never for personal, political, or private gain.

Section 3.7 — Decide on the Merits

Commissioners will base decisions on the facts and the law, applying fair processes and relevant criteria—not on favoritism, pressure, or irrelevant considerations.

Section 3.8 — Conflicts of Interest and Appearances

To preserve independence and impartiality, Commissioners shall not use their positions to influence matters in which they have a material financial interest or an organizational/personal relationship that creates, or appears to create, a conflict of interest. Commissioners must comply with all disclosure, voting-conflict, and abstention requirements under Florida law and City policy. No city commissioner or mayor shall participate in the consideration of, or vote on, a transaction or ordinance in which he or she has a private interest, or in which an immediate family member has a private interest.

Section 3.9 — Public Conduct and Reputation

Commissioners shall always conduct themselves in a manner that upholds the integrity, dignity, and reputation of the City. Commissioners shall refrain from actions, statements, or behavior that would reasonably be expected to bring discredit, embarrassment, or unnecessary negative publicity to the City or its governing body.

Section 3.10 — Gifts, Favors, and Special Advantages

Commissioners shall not seek or accept gifts, favors, or special advantages that could reasonably be perceived to compromise independent judgment or create an appearance of influence. All gift and disclosure requirements under Florida law apply, and stricter City rules—if any—control.

Section 3.11 — Confidential and Exempt Information

Commissioners shall protect confidential or exempt information relating to City property, personnel, or affairs; shall not disclose such information without lawful authorization; and shall never use nonpublic information for private advantage.

Section 3.12 — Policy Role and Non-Interference

The Commission sets policy; the City Manager administers it. Commissioners shall not interfere with administrative functions or the professional duties of staff, nor impair staff's ability to implement Commission directives.

Section 3.13 — Independence of Boards and Committees

Recognizing the value of independent advisory input, Commissioners shall refrain from unduly influencing the deliberations or outcomes of City boards and committees.

SECTION 4. — IMPLEMENTATION AND EDUCATION.

This Code is intended to be self-enforcing and most effective when Commissioners are thoroughly familiar with and committed to it. The City Manager or City Attorney shall provide orientation and periodic refreshers to Commissioners and board members on this Code and applicable laws.

SECTION 5. — COMPLIANCE AND ENFORCEMENT PROCEDURES.

(A) Informal, Member-to-Member Resolution

1. The offended Commissioner should first address concerns directly with the Commissioner whose conduct is at issue, describing the specific conduct, how it implicates this Code, and its impact.
2. No formal action is required at this step.

(B) Facilitated Resolution

At either party's request—and with both parties' agreement—the City Attorney (or a neutral facilitator) may assist in seeking a mutually acceptable resolution.

(C) Commission Review

If unresolved, either Commissioner may bring the concern to the full City Commission at a publicly noticed meeting. The Commission will meet as a committee of the whole to:
(i) become fully informed;
(ii) determine whether the facts indicate a potential Code violation;
(iii) attempt informal resolution; and, if needed,
(iv) schedule a public hearing for a final determination and potential sanctions.

(D) Findings and Vote

After providing notice and an opportunity to be heard, the Commission may, by majority vote at a regular meeting, determine whether a violation occurred and, if so, select an appropriate sanction.

(E) Sanctions (Non-Exclusive)

Possible actions include:
• Oral admonition
• Written reprimand
• Formal censure by resolution
• Required training
• Public apology
• Modification or removal of ceremonial or liaison roles
• Other measures within the Commission's authority (nothing herein limits remedies available under law)

(F) Due Process and Records

All proceedings shall comply with applicable open-meetings and public-records requirements. Any sanction resolution should use consistent, Commission-approved language.

SECTION 6. — RELATION TO OTHER LAWS AND JURISDICTIONS.

This Code supplements, and does not replace, state law. The Florida Commission on Ethics retains jurisdiction over alleged violations of Chapter 112, F.S., and other applicable laws. This Code does not create a private right of action.

SECTION 7. — SEVERABILITY.

If any portion of this ordinance or the application thereof is held invalid, the remainder shall not be affected and shall remain in full force and effect.

SECTION 8. — EFFECTIVE DATE.

This ordinance shall take effect immediately upon its adoption.

PASSED AND ADOPTED on first reading this ___ day of _____, 2025.

PASSED AND ADOPTED on second and final reading this ___ day of _____2025.

CITY OF TREASURE ISLAND, FLORIDA

By: _____

John Doctor, Mayor

ATTEST:

_____

Lisa Marie Kennedy, City Clerk

_____

City Attorney

AGENDA ITEM NO. H.9

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 7, 2025
SUBMITTED BY:	Gavin Rollins, Legal
ITEM TYPE:	Contracts
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Interim City Attorney Contract
BACKGROUND:	On September 18, 2025, the Commission voted to terminate the existing City Attorney and immediately advertise a request for proposals for Attorney Services. A 30-day notice was given to Sabatini Law, terminating the contract between the firm and the City effective October 19th.
POLICY/PURPOSE:	To secure legal services while the City conducts an RFP for permanent City Attorney Services
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	Based on the RFP dates, there will be a period of time where the City does not have legal services. This contract would provide the City interim legal services through Gavin Rollins, Attorney at Law, until a new law firm can be contracted.
FUNDING:	The interim contract is $6,000 per month, the same rate as the previous contract.
MOTION:	Move to approve/deny the interim City Contract with Gavin Rollins, Attorney at Law.

ATTACHMENTS:
Interim City Attorney Contract.DOCX

AGREEMENT FOR CITY ATTORNEY SERVICES

This Agreement for City Attorney Services (**Agreement**) is entered into October 7, 2025 by and between the City of Treasure Island, Florida, a municipal corporation with its principal place of business located at 10451 Gulf Blvd., Treasure Island, FL 33706 (the **City**) and Gavin Rollins, Attorney at Law at 1601 E. 1st Avenue, Mt. Dora, FL 32757 (collectively, the **Parties**). Gavin Rollins is referred to in the document as (GR).

WHEREAS, the City Commission selected Gavin Rollins as Interim Attorney to serve as City Attorney at its duly held public meeting on October 7, 2025; and

WHEREAS, the City Commission appointed Gavin Rollins as Interim City Attorney effective as of 12:01 a.m. on October 20, 2025.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

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

2. **City Attorney Services.** Gavin Rollins shall provide all city attorney services pursuant to the City Charter and applicable ordinances and as described and on the terms set forth in this Agreement. Specifically, Gavin Rollins shall primarily provide the "City Attorney Services" described in (b) below.

    a. ***City Attorney Services***. The City will pay a flat fee of $6,000.00 per month for the following City Attorney Services:

    (1) Preparation for and attendance at all City Commission regular meetings and workshops;

    (2) Preparation for and attendance at monthly Code Enforcement Board meeting and represent staff before the Special Magistrate. Providing follow-up services for issues discussed at the Code Enforcement Board and Special Magistrate meetings;

    (3) Preparation for and attendance at all Planning Board and Local Planning Agency meetings;

    (4) Drafting and reviewing ordinances, resolutions, memoranda, and contracts; and

    (5) Consultation with the Mayor, City Commissioners, and City management and staff on normal, day-to-day matters.

    (6) The function involves primary responsibility for performing legal research, preparing opinions, and advising City officials. The City Attorney shall serve as chief legal advisor to the City Commission, City Manager, and all City departments.

(7) Represents the City during negotiations for the purchase of rights of way and other property needed by the City.

(8) Maintain legal files and provide the City Manager copies of pertinent pleadings and orders in all litigation the City Attorney is handling for the City. On a monthly (or quarterly) basis, the City Attorney will provide a brief written report on the status of litigation and other legal matters.

(9) Keep the City Commission informed of legislation or judicial opinions that have potential impact to the City by way of memorandum, including regular updates on Florida Legislative Session bills of concern and any recommended courses of action on the part of the City.

(10) Provide in person office hours three (3) days per week of 4 hours in length (as needed) at a City-provided office for pre-scheduled meetings with staff.

(11) Provide annual training opportunities to the City Commission, Board and Committees on Sunshine Law, Robert's Rules of Order, Public Records law, etc.

(12) **Excluded** from these services should be **specialized legal areas of law** which the City would typically outsource. **Such examples would include, but not be limited to tax law, public finance, pension and employee benefits, intellectual property, creation of a specials district such as fire or lighting, civil rights and labor and employment law.**

(13) All services shall be provided in compliance with Florida Statutes Section 112.313.

(14) Mr. Gavin Rollins has agreed to be personally physically present at all meetings described above, except in the case of illness or 5-day advance notice of unavailability, in which case Gavin Rollins will provide another qualified local government law attorney to attend in his absence.

b. ***Special City Attorney Services.*** Mr. Rollins shall also be available to provide Special City Attorney Services to the City as set forth in this paragraph. Special City Attorney Services will be provided pursuant to separate work orders and as provided herein. Such services are of a nature that requires **recognized expertise, experience, or specialized subject matter knowledge** or otherwise are above and beyond routine or normal day-to-day City Attorney Services as described in paragraph (1)(b) above, and shall include the following:

(1) **Drafting significant amendments** or **new provisions** to the City's land development code or **city code;**

(2) Preparation for and attendance at all City Commission **special meetings and workshops**;

(3) **Providing advice and research on** the feasibility and legal sufficiency of statutory and home rule alternative revenue sources, including the development or implementation of **special assessments, impact fee, user fee, and extraordinary revenue, utility fee, or rate**

programs;

(4) **Negotiating, preparing, obtaining, delivering**, and filing all documents in connection with the closing on any **acquisition**, contribution, sale, exchange, or disposition of any significant City assets, or systems, **including real and personal property associated with such City assets or systems;**

(5) Where insurance counsel is not available or utilized, prosecuting or defending litigation, including pre-suit mediations, validation proceedings, administrative actions, and arbitrations in the Department of Administrative Hearings, county court, circuit court, federal court and other tribunals, **and pre-suit efforts taken in preparation of possible litigation, including but not limited to efforts to negotiate amicable resolutions, preparation of a proposed settlement agreement or release, and to develop and discover information, materials, and legal research to assist in the representation of the City in potential litigation;** and

(6) Where insurance counsel is not available or utilized, prosecuting or defending appeals in circuit court, the Department of Administrative Hearings, a district court of appeal, the Florida Supreme Court, other administrative agencies, federal court, and **other tribunals.**

3. The provision of Special City Attorney Services described in paragraphs 1-6 above shall be conditioned upon a scope of services as directed or authorized by either the City Manager or the City Commission, as applicable, and shall be set forth in a written work order at the following hourly **rates: $225.00** for shareholders and board certified counsel; and $65.00 for paralegals and/or law clerks. If the proposed compensation for the Special City Attorney Services are within the approved budget, the City Manager may approve the work order.

4. Expenses. The rates and fees set forth above do not include out-of-pocket expenses, such as postage, copies, court reporter fees, title search fees, or other third-party expenses. Westlaw is only charged if necessary to reimburse for costs incurred outside of the standard Westlaw plan and if previously approved by the City. Gavin Rollins will not charge for any travel to and from the City. And will not charge for any travel for necessary legal services included in the retainer. Gavin Rollins will be reimbursed for travel expenses in accordance with the City's Travel Policy, related necessary legal services in support of the City Commission.

5. Payment. Gavin Rollins will invoice the City monthly for services incurred for the prior month. Our statements contain a summary of each matter for which legal services have been rendered. All undisputed billing changes are due and payable in accordance with the Florida Local Government Prompt Payment Act, F.S. 218.70 et seq. Any dispute regarding payment will be promptly addressed and a resolution attempted in accordance with a dispute resolution procedure established pursuant to the Florida Local Government Prompt Payment Act. Any payments made on past due statements are applied first to the oldest outstanding statement.

6. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall continue until terminated by either of the Parties. This Agreement is terminable at will by either party. The City Attorney may terminate the contract with ninety (90) days' advanced written notice

to the City. The City may terminate the contract with thirty (30) days' advanced written notice to the City Attorney. However, the termination of this Agreement will not terminate the City's obligation to pay fees and expenses incurred prior to the termination.

7. **Evaluation.** The City Commission will conduct annual evaluations of the City Attorney's performance at a regularly scheduled Commission meeting.

8. **Insurance.** Gavin Rollins will maintain, at a minimum, insurance on the terms and in the amounts stated in the previous contract throughout the Term. Specifically, Gavin Rollins shall provide the following described insurance, except for coverage specifically waived by the City, on policies and with insurers acceptable to the City.

   These insurance requirements shall not limit the liability of Gavin Rollins. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect Gavin Rollins's interests or liabilities, but are merely minimums.

   Except for workers' compensation and professional liability, Mr. Rollins' insurance policies shall be endorsed to name the City as an additional insured to the extent of the City's interests arising from this Agreement.

   Except for workers' compensation, Mr. Rollins waives their rights of recovery against the City, to the extent permitted by its insurance policies.

   Mr. Rollins' deductibles/self-insured retention shall be disclosed and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. Mr. Rollins is responsible for the amount of any deductible or self-insured retention.

   Minimum Limits for Liability Coverage

   Mr. Rollins shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial and Business Auto policies of the Insurance Services Office.

   1. Minimum limits of $1,000,000 per occurrence and a $2,000,000 policy aggregate for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the polity limits of underlying policies (including employers liability required for Workers' Compensation Coverage section) and the total amount of coverage required.

   2. Commercial General Liability. The occurrence form of Commercial General Liability must be provided. Coverage A shall include premises, operations, products and completed operations, independent Contractors, contractual liability covering this Agreement, and broad form property damage coverage. Coverage B shall include personal injury coverage C, medical payments, is not required.

   3. Business Auto Liability. Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned, and hired automobiles and employee non-ownership use.

4. Workers Compensation Coverage. Mr. Rollins shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employers liability limits of at least $100,000 each accident and $100,000 each employee/$1,000,000 policy limit for disease.

5. Professional Liability. Mr. Rollins shall procure and maintain for the life of this contract, Professional Liability Insurance. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be $1,000,000 per occurrence with deductible or self-insured retention (SIR) indicated.

Certificates of Insurance.

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change (increase in rate, elimination of key coverage, etc.) New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals. If requested by the City, Mr. Rollins shall furnish complete copies of the insurance policies, forms and endorsements. For Commercial General Liability coverage, Mr. Rollins shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of Mr. Rollins obligation to fulfill the insurance requirements herein.

Insurance of the Firm Primary

Insurance required of Mr. Rollins shall be considered primary. Insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of City, Insurance, Additional Insurance and Certificates of Insurance provisions of the Agreement.

9. **Hold Harmless.** Mr. Rollins will hold the City harmless on the terms and conditions as stated in the RFP. Mr. Rollins shall hold the City, its employees, agents and elected officials harmless against all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use resulting therefrom, arising out of performance of the Agreement, including the acts of the subcontractors, unless such claims are a result of the City's own negligence.

Consideration for Hold Harmless/Payment on Behalf. Mr. Rollins agrees to accept, and acknowledge as an adequate amount of remuneration, the consideration of $10 for agreeing to the Hold Harmless, Payment on Behalf of City, Insurance and Certificates of Insurance provisions in this agreement or contract. Mr. Rollins agrees to pay on behalf of the City, and to pay the cost of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

10. **Public Records**. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by GR as an agent on behalf of the City as provided under section 119.011(2), Florida Statutes, GR shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the City to perform the work contemplated by this Agreement; (b) upon request from the City's custodian of public records, provide the City 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 of this Agreement, if GR does not transfer the records to the City in accordance with (d) below; and (d) upon completion of this Agreement, (i) if the City, in its sole and absolute discretion, requests that all Public Records in possession of GR be transferred to The City, GR shall transfer, at no cost, to the City, all Public Records in possession of GR within thirty (30) days of such request or(ii) if no such request is made by the City, GR shall keep and maintain Public Records required by the City to perform the work contemplated by this Agreement. If GR transfers all Public Records to the City upon completion of this Agreement pursuant to (d)(i) above, GR shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of the termination of this Agreement and provide the City with a letter confirming that this has been done within thirty (30) days of completion of this Agreement. If GR keeps and maintains Public Records upon completion of this Agreement pursuant to (d)(ii) above, GR shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology of the City. If GR does not comply with a public records request, or does not comply with a public records request within a reasonable amount of time, the City may 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 GR is acting on behalf of the City.

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 (PHONE) 727-547-4575 (EMAIL) CITYCLERK@MYTREASUREISLAND.ORG OR (LISA-MARIE KENNEDY) CITY CLERK, 10451 GULF BLVD., TREASURE ISLAND FL 33706.

11. **E-Verify.** GR shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Agreement. GR 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 GR. GR may not enter into a contract with a subcontractor to perform work under this Agreement unless and until the subcontractor registers with and uses the E-Verify system. If GR enters into a contract with a subcontractor to perform work under this Agreement, GR must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or

subcontract with an unauthorized alien. GR must maintain copies of all such affidavits for the duration of this Agreement. City may terminate this Agreement for cause if City determines that GR or GR's subcontractor has not complied with any applicable provision of sections 448.09 or 448.095, Florida Statutes, as may be amended. City will terminate this Agreement for cause if City has a good faith belief that GR has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the City has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but City determines that GR otherwise complied with section 448.09(1), Florida Statutes, as may be amended, City will notify GR as such, and GR must immediately terminate GR's contract with said subcontractor. If this Agreement is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this Agreement and may not be considered as such; (b) GR may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated; and (c) GR is liable for any additional costs incurred by the City as a result of the termination of the Agreement.

12. **Representations.** GR agrees that GR does not and will not, nor will it allow a subcontractor to, use any funds from the City for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.

13. **Scrutinized Companies.** By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, GR certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies that Boycott Israel List, and (b) it is not engaged in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the City may terminate this Agreement immediately if: (1) GR is found to have submitted a false certification regarding (a) or (b) above in accordance with section 287.135, Florida Statutes, or (2) GR has been placed on the Scrutinized Companies that Boycott Israel List or is or has been engaged in a Boycott of Israel. Such termination shall be in addition to any and all remedies available to the City at law or in equity. The term "Boycott of Israel" used in this section is defined as in, and the Scrutinized Companies that Boycott Israel List is the list maintained pursuant to, Section 287.135, Florida Statutes

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

15. **Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents, or citizens of the City, nor shall it be construed as enforceable by any third parties.

16. **Choice of Law.** This Agreement shall be construed by and controlled under the laws of the State of Florida.

17. **Counterparts; Electronic Signatures.** 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by duly authorized representatives as of the Effective Date.

CITY:

_____

Mayor

Gavin Rollins Attorney at Law:

_____

Gavin Rollins

ATTEST:

_____

City Clerk

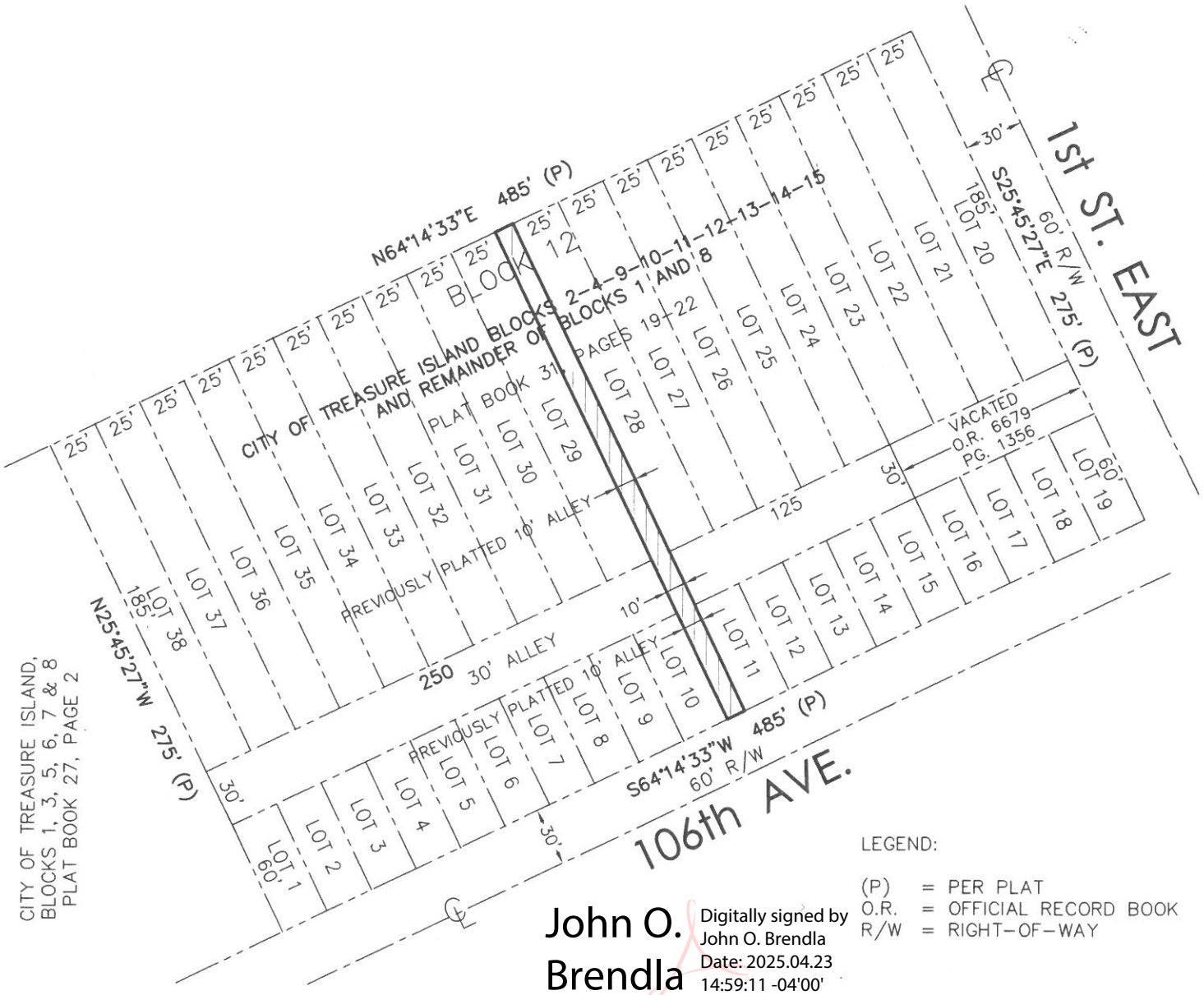
SECTION 23, TOWNSHIP 31S, RANGE 15E

SKETCH AND LEGAL DESCRIPTION OF A 10' PEDESTRIAN EASEMENT:

THE EASTERLY 10 FEET OF THE WESTERLY 260 FEET OF BLOCK 12, ACCORDING TO THE PLAT OF **CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8,** AS RECORDED IN PLAT BOOK 31, PAGES 19 THROUGH 22 INCLUSIVE, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

CONTAINING 2,750 SQUARE FEET MORE OR LESS.

NORTH BASIS:
PLAT
SCALE: 1" = 80'



LEGEND:

(P) = PER PLAT
O.R. = OFFICIAL RECORD BOOK
R/W = RIGHT-OF-WAY

John O. Brendla

Digitally signed by John O. Brendla
Date: 2025.04.23 14:59:11 -04'00'

PREPARED: APRIL 23, 2025 11:25 AM

THIS IS NOT A SURVEY

This Sketch and Legal Description was prepared without the benefit of a title search and is subject to all easements, Rights-of-way, and other matters of record.

NOTE: Sketch and Legal Description not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Job Number 2108-77PED DWN JM

I hereby certify that the sketch and Legal Description represented hereon meet the requirements of Chapter 5J-17, Florida Administrative Code.

JOHN O. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. LB 760

JOHN O. BRENDLA LICENSE NUMBER 4601 STATE OF FLORIDA Professional Surveyor and Mapper

Prepared by:
JOHN C. BRENDLA & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 1 OF 1

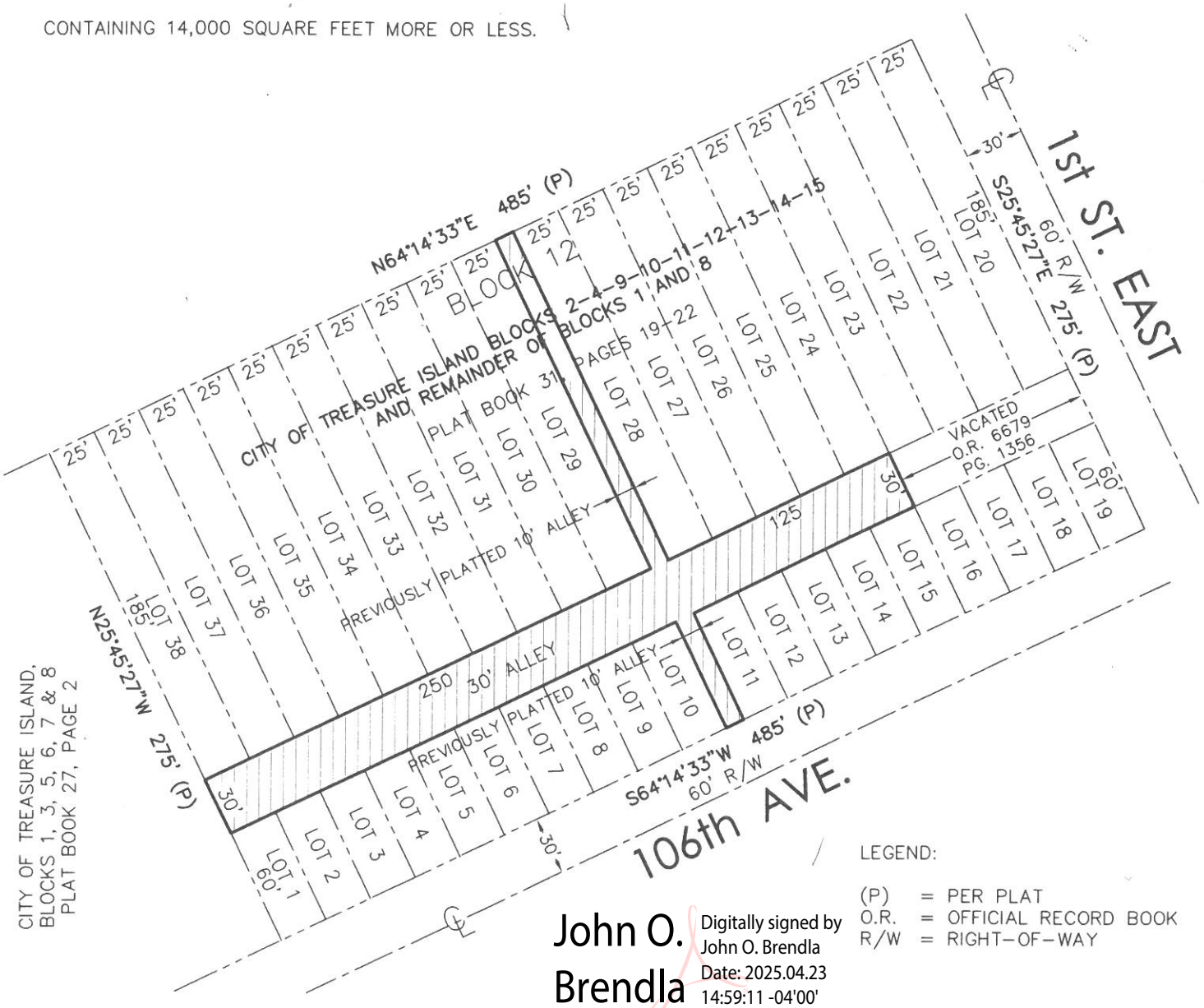
SECTION 23, TOWNSHIP 31S, RANGE 15E

SKETCH AND LEGAL DESCRIPTION OF PORTION OF ALLEYS TO BE VACATED:

ALL ALLEYS, BLOCK 12, ACCORDING TO THE PLAT OF **CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8,** AS RECORDED IN PLAT BOOK 31, PAGES 19 THROUGH 22 INCLUSIVE, LESS THAT PORTION PREVIOUSLY VACATED THROUGH RESOLUTION NO. 296 BY THE CITY OF TREASURE ISLAND, FILED IN BOOK 6679, PAGE 1356, ALL IN THE OFFICIAL RECORDS OF PINELLAS COUNTY, FLORIDA.

CONTAINING 14,000 SQUARE FEET MORE OR LESS.

NORTH BASIS:
PLAT
SCALE: 1" = 80'



LEGEND:

(P) = PER PLAT
O.R. = OFFICIAL RECORD BOOK
R/W = RIGHT-OF-WAY

John O. Brendla
Digitally signed by John O. Brendla
Date: 2025.04.23 14:59:11 -04'00'

PREPARED: APRIL 23, 2025 10:45 AM

THIS IS NOT A SURVEY

This Sketch and Legal Description was prepared without the benefit of a title search and is subject to all easements, Rights-of-way, and other matters of record.

NOTE: Sketch and Legal Description not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Job Number 2108-77 DWN JM

I hereby certify that the sketch and Legal Description represented hereon meet the requirements of Chapter 5J-17, Florida Administrative Code.

JOHN O. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. LB 760

JOHN O. BRENDLA LICENSE NUMBER 4601 STATE OF FLORIDA Professional Surveyor and Mapper

Prepared by:
JOHN C. BRENDLA & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 1 OF 1