BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, NOVEMBER 18, 2025 – 6:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MEETING NOTICE AND AGENDA

This meeting will immediately follow the Board of Commissioners Workshop

A. ROLL CALL

B. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

C. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

D. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

E. APPROVAL OF MINUTES

E.1 Approval of the following Minutes: September 8, 2025, Budget Public Hearing; September 16, 2025, Regular Meeting; and September 18, 2025, Emergency Meeting.
10.07.2025 Regular Meeting Minutes.docx
10.07.2025 Workshop Minutes.docx
10.30.2025 Minutes Final.pdf

F. CONSENT AGENDA

F.1 Approval of Contract Amendment with USA Voltage, LLC for As-Needed Electrical Services
USA Voltage First Amendment RFP25-015 - signed.pdf
Gulf Front Park Quote.pdf

F.2 Piggyback Contract with Public Resources Advisory Group for Financial Advisor Services
PRAG-Treasure Island Piggyback Contract.pdf
Pinellas Park PRAG Contract.pdf
Pinellas Park RFP 24.002.PDF
Pinellas Park RFP 24.002 - PRAG Proposal.pdf
PRAG Offer.pdf

F.3 Award Contracts to provide as-needed Specialty Services Contractor services to the City of Treasure Island
CONTRACT - 4Pt Punchlist.pdf
CONTRACT - Advanced Roofing.PDF
CONTRACT - Ballenger Landcare.PDF
CONTRACT - BCS Construction Group.pdf
CONTRACT - C&D Industrial Maintenance.PDF
CONTRACT - Somerfield Construction Services.pdf
Price_Comparison.pdf
RFP 25-017 - Specialty Service Contractors.pdf

G. ITEMS OF BUSINESS

G.1 A Quasi-Judicial Proceeding- Case VAR-000537-2025- 8576 W Gulf Blvd- Variance request to Sec. 68-541 for a 10-foot variance to the rear (waterfront setback) resulting in a 0-foot setback for the construction of a single-family residence.
1. Staff Report.docx
2. Application.pdf
3. Warranty Deed.pdf
4. Affidavit to Authorize Agent.pdf
5. Variance Narrative.pdf
6. Site Plan.pdf
7. Floor Plans.pdf
8. Elevations.pdf

G.2 Second Reading of Ordinance 2025-16 amending the City of Treasure Island Comprehensive Plan to allow for Alternative Temporary Lodging Units, in alignment with the Countywide Plan.
Amended Proposed Text Amendment Ordinance 10082025 (003).docx
Signed application.pdf
Thunderbird Affidavit to Authorize Agent.pdf
Exhibit A - CP Text Amendment-7-22-25.docx
LPA Resolution 2025-10.pdf
TI CD25-02 Consistency Letter.pdf
Business Impact Ordinance 2025-16.docx
Florida Commerce Response Letter.pdf
FDOT Response Treasure Island 25-01ESR.pdf
SWFWMD Response TreasureIsland_25-1ESR_Edwards_092425.pdf
Dept of Education Response.pdf
Ad 62050 Ordinance 2025-16.pdf

G.3 Second Reading of Ordinance 2025-17 Amending the Land Development Regulations to allow for Alternative Temporary Lodging Units, in alignment with the City of Treasure Island Comprehensive Plan and Countywide Plan.
Amended Proposed Text Amendment Ordinance 10082025 (003).docx
Signed application.pdf
Thunderbird Affidavit to Authorize Agent.pdf
LPA Resolution 2025-11.pdf
Business Impact Ordinance 2025-16.docx
Staff Report - V2.pdf

TI CD25-02 Consistency Letter.pdf
Ad 62046 Ordinance 2025-17.pdf

G.4 Second and Final reading of Ordinance 2025-30, Amending Ch 18, Section 73, Saturday construction hours to begin no earlier than 8AM

Ad 62048 Ordinance 2025-30.pdf
2025-30_Construction_Hours_Code_Amendment Update.docx

G.5 Second and Final Reading of Ordinance 2025-31 Beach Renourishment Charter Amendment
Ordinance 25-31 (beach renourishment charter amendment) (Updated).v2.docx
Ad 62049 Ordinance 2025-31.pdf

G.6 **Applicant has requested the item be postponed -** First Reading of Ordinance 2025-20, Comprehensive Plan Text Amendment PRMU-Core Density

Business Impact Ordinance 2025-20.docx
Application for Comprehensive Plan Text Amendment_SB.pdf
FInal Staff Recommendation PR-MU-Core.docx
Final ORD 2025-20 PR-MU.docx
Signed Resoluton 2025-13.pdf

G.7 Adopting Ordinance 2025-34 for Additional Expenses of $7,900 for Purchase of the Self-Contained Breathing Apparatus

ORDINANCE_2025-34- SCBA PURCHASE.docx

G.8 Approve Ordinance 2025-35, Amending the FY 2026 Budget due to Cost Increment Over the Budgeted Estimates
Budget Amendment 2025-35.xlsx
ORDINANCE_2025-35-Street Sweep&Beach Rake&Pickleball.docx

G.9 First Reading of Ordinance 2025-32, Increase City Manager's Purchase Authority (Commissioner Dickey)
Ordinance 2025-32 CM Spending Authority.docx

G.10 Public Safety Building – Approving Location and Project Direction

G.11 **Item has been moved to January 6, 2026, Workshop -** Amend the Comprehensive Plan to add Planned Development Zoning (Vice Mayor Vasquez)

H. COMMISSIONER REPORTS

I. 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. E.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 18, 2025
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Approval of the following Minutes: September 8, 2025, Budget Public Hearing; September 16, 2025, Regular Meeting; and September 18, 2025, Emergency 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: October 7, 2025, Workshop and Regular Meeting.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	.
FUNDING:	There is no cost associated.
MOTION:	I move to approve the minutes, as presented.

ATTACHMENTS:
10.07.2025 Regular Meeting Minutes.docx
10.07.2025 Workshop Minutes.docx

10.30.2025 Minutes Final.pdf

BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, OCTOBER 7, 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

Vice Mayor Vasquez asked to move Items H.5. and H.6. to Items H.1. and H.2. due to the applicant being present. There was consensus. Commissioner Czyszczon asked to discuss the library service agreement at the end of Items of Business. Mayor Doctor announced that comment cards had to be submitted to the City Clerk by 6:15 p.m. to speak.

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

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

Fire Chief William Barrs presented the awards.

D.2 Post Storm Volunteer Recognition

Community Development Director Bobbie Shay Lee presented the recognized residents.

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Mr. West Evans, Isle of Palms, spoke on a fraudulent email distributed by an imposter of Women of Treasure Island email address, asserted the City staff had shared residents' emails to attack Commissioner Clark, and claimed Commissioner Clark had requested the memes not be circulated.

Ms. Carrie Aurbach, St. Petersburg, spoke on the upcoming beach/community clean up events and thanked City staff for their work following the 2024 storms.

Mr. Charlie Justice, Tampa Bay Beaches Chamber of Commerce, thanked the City for supporting the Bilmar Beach Hotel reopening and highlighted Taste of the Beaches event.

Ms. Laurie Warwick, Paradise Island, complained about construction hours, wanted better enforcement of the construction time frames, expressed dissatisfaction with the Commissions' behavior, called for Commissioner Czyszczon's resignation, disagreed with Vice Mayor Vasquez's behavior towards another Commissioner, asserted City staff had leaked resident email addresses, and wanted Vice Mayor Vasquez and Commissioner Czyszczon removed.

Mayor Doctor explained he did not have the authority to remove anyone from the Commission or initiate a recall election, elaborated on his powers as Mayor, said the Governor could remove an elected official or a citizen-led recall election could take place, and expressed displeasure with the conduct of the Commission.

Mr. Tim Vanek, resident, did not want increased height, felt votes were being influenced by financial interests, did not appreciate Vice Mayor Vasquez's comments or Commissioner Czyszczon's texts, and expounded on the thoughts regarding Vice Mayor Vasquez.

Mr. Ed Nemeck, Isle of Palms, called for Commissioner Czyszczon's resignation due to texts and conflicts of interest, emphasized the residents did not want increased height and density and did not believe it was necessary for increased development.

Mr. Andrew Vasey, District 2, believed the Mayor had the moral authority to speak up on the conduct of the Commission and suggested the Mayor draft an ordinance recommending Commissioner Czyszczon step down and draft a letter to be signed by the other Commissioners to recommend his removal, argued for a master plan crafted by Carmel, Indiana former Mayor, commented on Vice Mayor Vasquez's comments on the master plan, and referenced a foreclosure case for her prior home.

Mr. Ken Layel, District 1, expressed embarrassment with the Commission's conduct and asked the sophomoric behavior cease.

Ms. Barb Adams, Isle of Palms, touched on encroachments for raised homes, helping residents who wanted to stay in the City, her own home's encroachments, and the process of moving through the variance process.

Mr. Mark Hohe, District 3, was upset there had been no action from the Commission or City staff regarding Commissioner Czyszczon's text messages although members of the Commission had spoken against the behavior of residents, but praised Commissioner Clark for writing to Governor Ron Desantis.

Mr. Chris Hawkins, Isle of Palm, was not in favor of increased height and density and believed a nice City with nice events would be enough to attract businesses and tourists.

Ms. Marie Barba, District 4, had concerns with the legality of moving forward with any of the increases considering the City Charter required a referendum.

Mr. Ron DeBiase, resident, thought the entire Commission should resign and asserted the Commission could not pass the increased height and density without a referendum from the residents.

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.

Vice Mayor Vasquez moved to approve the minutes as presented, seconded by Commissioner Czyszczon, and carried five to zero.

G. CONSENT AGENDA

Vice Mayor Vasquez moved to approve the Consent Agenda, as presented, seconded by Commissioner Czyszczon.

Ms. Marie Barba, Resident, wanted to know what the St. Pete parking lot was still waiting for.

The motion carried five to zero.

G.2 Permit Review

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.

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.

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.

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.

G.7 Authorize Piggyback Contract 26-001-PB between the City of Treasure Island and Christmas Designers Florida for City-wide Holiday Decorations

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

H. ITEMS OF BUSINESS

H.1 Approve Resolution 2025-21 Authorizing Sale of a City-Owned Vacant Parcel to Pirate Square LLC to Support Downtown Redevelopment (Previously Item H.5.)

Attorney Rollins stated the Resolution was to sell the property and Item H.2. would vacate the right of way.

Vice Mayor Vasquez moved to approve 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, seconded by Commissioner Dickey. Mayor Doctor called for public comment.

Ms. Marie Barba, Resident, did not believe the sales price was enough.

Mr. West Evans, Isle of Palms, expressed he was surprised any businesses wanted to operate in Treasure Island considering limited height and density.

Mr. Andrew Vasey, resident, did not believe the sale was prudent because the City did not have a master plan.

Ms. Maryellen Huere, District 3, offered a higher price for the property.

Commissioner Dickey said he had considered the sales price based on the condition of the property, did not believe the City had any use for the property, commented on the appraisal process, and shared benefits of selling the property. Vice Mayor Vasquez remarked on the property size.

Commissioner Clark believed it would be good to allow some development.

The motion carried five to zero.

H.2 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. (Previously Item H.6)

City Attorney Rollins explained the City could not request payment for vacation of right-of-way and read the ordinance by title only.

Vice Mayor Vasquez moved to approve Ordinance 2025-27 and schedule its second and final reading on October 21, 2025, seconded by Commissioner Czyszczon. Mayor Doctor called for public comment.

Mr. Mark Bently, representative attorney, was available for questions and distributed backup materials. Commissioner Dickey asked if the property also went back on the City tax roll and if there was an estimate of how much tax the City would receive. Mr. Bently guessed about $14,000 a year. Commissioner Dickey said he believed it would be $16,000 a year. Mr. Bently said as the property was improved, the tax value would increase. Commissioner Dickey asked if increased density would be impacted. Mr. Bently complimented Attorney Rollins. Commissioner Czyszczon believed the vacation was a step in the right direction for downtown development.

The motion carried five to zero.

H.3 Second and Final Reading of Ordinance 2025-15, allowable encroachments for elevation of existing structures.

Vice Mayor Vasquez moved to approve and adopt Ordinance 2025-15 at the second and final reading, seconded by Commissioner Czyszczon. Mayor Doctor called for public comment.

Ms. Marie Barba, South Beach, wanted clarity on what the ordinance would allow. Attorney Rollins read the ordinance by title only. Ms. Marie Barba said the ordinance should not be passed. Assistant Community Development Director Maryellen Edwards detailed what the ordinance allowed.

The motion carried five to zero.

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

Commissioner Dickey expounded on the ordinance rationale. Attorney Rollins was available for questions. Mayor Doctor wanted clarity on what would be prohibited. Attorney Rollins said it was targeted shark fishing from the shore that would be prohibited but it would not prevent shark fishing from a boat.

Vice Mayor Vasquez moved to approve the first reading of Ordinance 2025-26 to ban shark fishing on Treasure Island beaches, seconded by Commissioner Dickey.

Mayor Doctor called for public comment.

Mr. West Evans, Isle of Palms, was concerned with enforcement.

The motion carried five to zero.

H.5 Second and Final Reading of Ordinance 2025-13 creating Chapter 60 "Introduction" of the Land Development Regulations. (Previously Item H.1.)

Vice Mayor Vasquez moved to approve and adopt Ordinance 2025-13 creating Chapter 60 "Introduction" at the second and final public hearing, seconded by Commissioner Czyszczon. Mayor Doctor called for public comment; there was no response. Attorney Rollins read the ordinance by title only. **The motion carried five to zero.**

H.6 Second and Final Reading of Ordinance 2025-14 regarding updates to Chapter 73 "Signs and Advertising" of the Land Development Regulations. (Previously Item H.2.)

Attorney Rollins read the ordinance by title only. **Vice Mayor Vasquez moved to approve and adopt Ordinance 2025-14 amending Chapter 73 "Signs and Advertising" at the second and final reading, seconded by Commissioner Czyszczon. The motion carried five to zero.**

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

Vice Mayor Vasquez moved to adopt Ordinance 2025-28 adopting the City-wide Fee Schedule as Appendix A to the Code of Ordinances to be effective December 1, 2025, at the first public hearing and to schedule it for a second reading at the November 4, 2025, regular Commission meeting, seconded by Commissioner Czyszczon. (The motion was not voted on.)

Finance Director Victor Ortiz explained the parking fee changes. Mayor Doctor asked if the Commission removed the rented parking spaces would there need to be another first reading. Attorney Rollins stated only a substantial change would require another first reading. Mayor Doctor wanted the parking contract removed. Attorney Rollins recommended making the Commission's consensus clear before the vote. Director Ortiz highlighted there was a sewer rate increase from the City of St. Petersburg. Due to Commission Comments, Mayor Doctor suggested not taking action on the item. Attorney Rollins recommended clear direction to staff on what needed to be changed.

Commissioner Czyszczon recommended increasing the rate for City event parking staff to no less than $30, but no more than $50. Parks and Recreation Director Cathy Hayduke confirmed staff wanted approval to increase the amounts. There was consensus.

Commissioner Czyszczon wanted to offer, 17, four-day, all-day VIP parking, with a swag bag for $1,500, for Sanding Ovations, and to use the parking spots south of City hall, for a potential $17,000 in revenue. Director Hayduke said staff were willing to try it. Vice Mayor Vasquez asked how much VIP access to Sanding Ovation cost. Director Hayduke noted price points. Mayor Doctor did not like the suggestion. Vice Mayor Vasquez saw the potential. Commissioner Clark did not think the VIP parking would be utilized. Commissioner Dickey did not see a problem offering VIP parking. Commissioner Clark wanted clarity on the amenities. Commissioner Dickey wanted Director Hayduke to bring the item back more fleshed out. Following conversation, Attorney Rollins advised the VIP parking did not need to be part of a fee schedule. Vice Mayor Vasquez suggested a deadline to sign up for the VIP option.

Remarking on the contract parking, Commissioner Dickey commented not all the contracts were equal and not all parking spaces were equal. Director Ortiz would remove that section from the fee schedule.

Commissioner Dickey remarked on lower parking rates in surrounding municipalities and did not want to raise parking fees currently. Mayor Doctor commented that grant money would require up-front funds to be reimbursed. Commissioner Dickey said there was a State program that fronted grant money until the grant was funded. Vice Mayor Vasquez suggested tabling the item. Mayor Doctor agreed. Director Ortiz recommended passing the ordinance without parking changes due to the sewer rate changes. Attorney Rollins asked if an ordinance could be brought back that just addressed sewer fees. Director Ortiz said he would bring back the fee changes.

Vice Mayor Vasquez moved to rescind the motion and move to table the ordinance 2025-28, seconded by Commissioner Dickey. Mayor Doctor called for public comment; there was no response. **The motion carried five to zero.**

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

Vice Mayor Vasquez moved to approve Ordinance 2025-29, Treasure Island Code of Ethics, and move it to the second and final reading, seconded by Commissioner Dickey. Mayor Doctor called for public comment.

Mr. Mark Hohe, District 3, applauded the idea of an ethics ordinance, was unsure if it was sufficient to manage Commissioners' behavior, but was glad it was being discussed.

Ms. Marie Barba, resident, wanted to know the content of the ordinance.

Vice Mayor Vasquez wanted to amend the ordinance to ban all personal phones on the dais and only allow City-issued phones or tablets on the dais, believed it would increase transparency and Commission focus. Commissioner Dickey believed it being in the Board rules would be sufficient but did not see it as an ethical issue. Vice Mayor Vasquez asserted the rule was not being followed.

Attorney Rollins read Section 8.7 of the rules. Mayor Doctor did not believe it needed to be in the rules. Commissioner Czyszczon supported the addition. Vice Mayor reiterated it had not been enforced. Commissioner Clark did not support the addition. Responding to Commissioner Dickey, Vice Mayor Vasquez was fine with moving forward.

The motion carried five to zero.

H.9 Interim City Attorney Contract

City Attorney Rollins explained the item and highlighted the 30-notice policy. Mayor Doctor called for public comment; there was no response. Commissioner Czyszczon stated Sabatini Law was not in compliance and advocated for an attorney selected from an Request for Proposal (RFP).

Answering Vice Mayor Vasquez, City Manager Van Zant gave an update on the RFP process.

Vice Mayor Vasquez moved to approve the interim City Contract with Gavin Rollins, Attorney at Law, seconded by Commissioner Dickey. The motion carried four to one; Commissioner Czyszczon voted no.

H.10. Agreement, Gulf Beaches Public Library FY26 (Previously Item H.1)

Commissioner Czyszczon commented that Treasure Island paid the largest portion and asked if staff had reviewed the library budget. Finance Director Victor Ortiz said the amount was based on population percentage but could research and get back with the Commissioner. Mayor Doctor said the amount had decreased. **Vice Mayor Vasquez move to approve and authorize the Mayor to execute the FY 2026 Gulf Beaches Public Library Service Agreement in the amount of $161,290, seconded by Commissioner Czyszczon.** The Mayor called for public comment; there was no response. **The motion carried five to zero.**

I. COMMISSIONER REPORTS

City Manager Van Zant said the City had not enforced temporary sign restrictions and wanted Code Enforcement to remove temporary signs from right of ways. Vice Mayor Vasquez agreed.

Commissioner Dickey did want some discretion for smaller lots but thought there was higher priorities for Code Enforcement. City Manager Van Zant appreciated the feedback.

City Manager Van Zant reviewed a proposed City Attorney RFP calendar, as contained in background material, and sought feedback. The Commission gave consensus for round robin interviews on October 28, 2025, and a special meeting on October 30, 2025, at 4 p.m.

Addressing concerns about holding the Commission to ethical standards, City Manager Van Zant commented on his own ethical obligation and stated he would not take any action to assist one Commissioner over another.

Vice Mayor Vasquez commented on Breast Cancer Awareness month, clarified that Sunshine Law was not violated by speaking to a fellow commissioner about non-City business. Attorney Rollins confirmed there was no complete prohibition to communication between Commissioners. Vice Mayor Vasquez opined on how disheartening the past 48 hours had been.

Commissioner Clark thanked Public Works Director Gary Volenec for outsourcing solid waste.

Commissioner Czyszczon said the building at Pirate Square was coming down next week, and referencing construction hours, asked Assistant City Manager Bobbie Shay Lee about revising the ordinance to make weekend hours later. Assistant City Manage Lee commented on the process.

Commissioner Dickey reviewed a presentation, as contained in background material.

J. ADJOURNMENT

The meeting was adjourned at 8:28 p.m.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

BOARD OF COMMISSIONERS REGULAR WORKSHOP
TUESDAY, OCTOBER 7, 2025 – 5:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MINUTES

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

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 Gavin Rollins spoke on the workshop purpose and was available for questions. City Manager Charlie Van Zant reviewed a presentation, as contained in background material.

B. DISCUSSION

B.1 Discuss Possible Amendment to Ordinance 2025-17 to Exclude RFM-30 from Changes in Height/Density (Commissioner Dickey)

Mayor Doctor asked if the applicant had any comments for the Commission. Ms. Lauren Rubenstein, Hill Ward Henderson, was available to receive feedback and answer any questions. Mayor Doctor asked if the Thunderbird was determined to retain the RFM-30 in the application. Ms. Rubenstein said the Thunderbird was open to alternative options. Commissioner Dickey wanted consensus to remove the RFM-30 from the application, restated the Thunderbird was amenable to the change, stated the change would not cause delays to the application, and asserted making the change would show residents the Commission was listening to their concerns. Vice Mayor Vasquez asked how changing RFM-30 would not impact the Ordinance in review with the State. Commissioner Dickey said he proposed a change to the ordinance that had not been sent to the State. Mayor Doctor explained the Thunderbird was requesting six floors over one raised floor, felt if the applicant would withdraw

the RFM-30 it would show good will, and expressed support for keeping the original Thunderbird request.

Commissioner Clark was unsure why the RFM-30 had been requested and would support the change. Commissioner Czyszczon wanted to wait until the State completed their review. Commissioner Dickey said the State review would not affect the current discussion. Attorney Rollins explained the State review and procedural processes, said the Commission could direct staff to work with the applicant to bring back an updated ordinance for a first and second public hearing.

Mayor Doctor felt there was consensus to remove the RFM-30. Attorney Rollins said staff would work with the applicant. City Manager Van Zant noted the State review was completed and there were no comments. Attorney Rollins said a first and second reading was required because it was a proposed substantial change.

C. PUBLIC COMMENT

Mr. Mark Hohe, District 3, was concerned with how the item had been presented, appreciated Commissioner Dickey considering resident concerns, did not understand why the applicant could determine if the RFM-30 was withdrawn, and wanted to know why staff had recommended RFM-30.

Mr. Chris Downing, Isle of Palms, commended the Commission on reaching consensus on the RFM-30 designation, advocated the City adopt a master City plan to have uniform development and complement the Comprehensive Plan.

Mr. Clyde Smith, Bilmar Beach Resort manager, spoke about the difficulties in rebuilding after the 2024 storms, hoped the Commission would support the Thunderbird, and emphasized the importance of tourism funds to the Community.

Ms. Laurie Warick, Paradise Island, wanted a master plan for the City and did not want increased height and density on the East side of Gulf Boulevard.

Mr. Ken Layel, District 1, wanted smart development and better City technology to keep up with processes and felt development should be done within the existing ordinances.

Mr. Ron DeBiase, resident, spoke on absorbing the tax burden of increased height and density.

Mr. Andrew Vasey, District 2, did not believe the Thunderbird had gone far enough because the City did not have a master plan, did not believe the Thunderbird had provided enough information, and did not believe staff was qualified to work on the project, and asserted litigation was imminent.

Ms. Diane Hawkins, Isle of Palms, wanted the Commission to listen to the residents when making decisions and encouraged residents to submit their ideas to the Commission.

D. ADJOURNMENT

The meeting was adjourned at 5:39 p.m.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

BOARD OF COMMISSIONERS SPECIAL MEETING
THURSDAY, OCTOBER 30, 2025 – 4:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD TREASURE ISLAND, FL 33706

Minutes

A. PLEDGE OF ALLEGIANCE

Mayor John Doctor called the meeting to order at 4 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 City Attorney Selection

Mayor Doctor moved the Commission accept the proposal from Vose Law Firm, seconded by Commissioner Dickey. Vice Mayor Vasquez stated her top choices were Vose Law Firm and Nason Yeager but expressed a preference for Ms. Susan Martin with Nason Yeager due to her residency in Reddington Beach and her specialized areas of expertise and thanked Attorney Gavin Rollins for stepping in the City Attorney role. Commissioner Czyszczon expressed a preference for Nason Yeager. Commissioner Dickey relayed his preference for Vose Law Firm, distributed a cost comparison sheet which was included in the background material, stated Nason Yeager was slightly more expensive than Vose Law Firm, and noted Ms. Martin with Nason Yeager does not have City Attorney specific experience. Commissioner Clark listed Attorney Rollins and Vose Law Firm as his top two choices and commented that he did not favor Ms. Martin with Nason Yeager. Mayor Doctor emphasized that the City was in a rebuilding phase and anticipates potential litigation, highlighting that Vose Law Firm had a large team of attorneys available to support the City. Commissioner Dickey noted that an increase in the City Attorney budget will be necessary. **The motion carried to four to one; Commissioner Czyszczon voted no.**

D. ADJOURNMENT

The meeting adjourned at 4:11 p.m.

_____
John Doctor, Mayor

Attest:

_____
Tia Payton, Deputy City Clerk

AGENDA ITEM NO. F.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 18, 2025
SUBMITTED BY:	David Green, Finance
ITEM TYPE:	Contracts
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Approval of Contract Amendment with USA Voltage, LLC for As-Needed Electrical Services
BACKGROUND:	On October 7, 2025, the Commission approved a contract with USA Voltage, LLC for as-needed electrical services. Staff has identified disaster-related electrical work at Gulf Front Park that is eligible for FEMA reimbursement. The contract amendment adds FEMA-required clauses that will allow the City of Treasure Island to seek reimbursement for that work after completion.
POLICY/PURPOSE:	Staff would like to add federally-required clauses to the USA Voltage contract so that it is FEMA-compliant.
STRATEGIC PLAN RELEVANCE:	Infrastructure Road Map - Goal 1: Protect City assets to sustain the future of Treasure Island
ANALYSIS/DISCUSSION:	In November 2024, USA Voltage provided a $38,000 quote for electrical repairs at Gulf Front Park due to damage sustained during Hurricane Helene. Work could not begin until Duke Energy installed a new transformer. Duke recently completed the installation so staff is now ready to complete our needed repairs. This work is eligible for FEMA reimbursement as long as we have a FEMA-compliant contract. The contract amendment with USA Voltage will allow the City to seek reimbursement.
FUNDING:	Funding for the immediate need will be provided from beach maintenance repairs, account 5391-46900. Funding for future work will be provided from various funds and departmental accounts throughout the City.

MOTION: I move to approve the First Amendment to the Contract with USA Voltage, LLC for as-needed electrical services and storm-related repairs at Gulf Front Park for $38,000.

ATTACHMENTS:
USA Voltage First Amendment RFP25-015 - signed.pdf
Gulf Front Park Quote.pdf

FIRST AMENDMENT TO CONTRACT BETWEEN THE CITY OF TREASURE ISLAND AND USA VOLTAGE, LLC PERTAINING TO ELECTRICAL SERVICES RFP 25-015

This First Amendment to the Contract for Electrical Services ("First Amendment"), is entered into this 3rd day of November, 2025 ("Effective Date") by and between USA Voltage LLC, a Florida limited liability company with a principal place of business of 11060 70th Ave N., SEMINOLE, FL 33772 ("CONTRACTOR") and the City of Treasure Island, Florida, a municipal corporation ("CITY")(collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties previously entered into a Contract for CONTRACTOR to provide the CITY with electrical services on October 7, 2025 pursuant to the CITY's RFP # 25-015 ("Contract"); and

WHEREAS, the Agreement provides that the covenants terms, and provisions of the Agreement may be modified by way of written instrument, mutually accepted by the Parties, and

WHEREAS, the Parties wish to amend the Agreement as described below.

NOW, THEREFORE, in consideration of the mutual covenants and consideration provided herein, it is hereby agreed that the Agreement is amended as follows:

1. The recitals above are true and correct and are incorporated into this First Amendment by reference.

2. Section 33 of the Contract is hereby created to read as follows:

UNITED STATES-PRODUCED IRON AND STEEL IN PUBLICS WORKS PROJECTS

The State of Florida requires that iron or steel product permanently incorporated in certain public works projects be produced in the United States. See § 255.0993, Fla. Stat. (2024). CONTRACTOR must carefully review the technical specifications to determine whether and how this requirement applies to this project and prepare its bid accordingly. CONTRACTOR's failure to account for this requirement in its bid will not justify a later change to the Contract Amount.

3. Section 34 of the Contract is hereby created to read as follows:

FEDERAL FUNDING

CONTRACTOR acknowledges that the CITY may make payments under this Contract using federal funding. If any service authorizations are funded by federal funding, the CITY shall provide written notice of such to CONTRACTOR and the following terms will apply:

A. **Remedies.** This provision applies only if this Contract is for a purchase for more than the federal simplified acquisition threshold, which is currently $250,000. Should CONTRACTOR violate or breach any term of the Contract, the CITY may take any administrative, contractual, or legal remedies available to it at law. Notwithstanding any other provision of this Contract, the CITY may terminate the Contract immediately upon any such violation or breach. This provision supplements any other remedies provided for in the Contract. In the event of conflict, this provision governs.

B. **Termination for Cause and Convenience.** This provision applies only if this Contract is for more than $10,000. For and in additional consideration of $10.00, if the CITY determines that it is in its best interest to do so, the CITY may terminate this Contract without cause, and without penalty or expense to the CITY, upon ten (10) days' written notice to CONTRACTOR. Upon expiration of such time period, this Contract shall be deemed terminated, all obligations under this Contract shall cease, and a final invoice shall be submitted for all work performed up to and through the date of termination. The CITY may further terminate this Contract with cause at any time immediately upon written notice to CONTRACTOR, if: (a) CONTRACTOR fails to fulfill or abide by any of the terms or conditions specified in this Contract; (b) CONTRACTOR fails to perform in the manner called for in this Contract; or (c) CONTRACTOR does not provide services in accordance with the requirements of the specifications in this Contract. In its sole discretion, the CITY may allow CONTRACTOR an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the CITY's written notice of termination to CONTRACTOR shall state the time period in which cure is permitted and other appropriate conditions, if applicable. This provision supplements any other termination provisions provided for in the Contract. In the event of conflict, this provision governs.

C. **Rights to Inventions.** If the Contract meets FEDERAL AGENCY's definition of funding Contract and CONTRACTOR enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then CONTRACTOR must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEDERAL AGENCY.

D. **Clean Air Act and Federal Water Pollution Control Act.** This provision applies only if the Contract is for over $150,000. 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. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that CITY will, in turn, report each violation as required to assure notification to federal agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by federal agency. CONTRACTOR further 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. CONTRACTOR agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Florida Department of Emergency Management, federal agency, and the appropriate Environmental Protection Agency Regional Office.

E. **Debarment and Suspension.** This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, CONTRACTOR is required to verify that none of CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). CONTRACTOR must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that CONTRACTOR did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to CITY, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

F. **Byrd Anti-Lobbying Amendment.** CONTRACTORs who enter into an Contract for more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has

not used federally 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 31U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

G. **Procurement of Recovered Materials.** In the performance of this Contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (1) competitively within a timeframe providing for compliance with the Contract performance schedule; (2) meeting Contract performance requirements; or (3) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

H. **Prohibition on Contracting for Covered Telecommunications Equipment or Services.**

(1) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEDERAL AGENCY Policy 405-143-1, Prohibitions on Expending FEDERAL AGENCY Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause-

(2) Prohibitions.

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2. Unless an exception in paragraph (3) of this clause applies, CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the federal agency to:

   a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

   b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

   c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) Exceptions.

1. This clause does not prohibit CONTRACTORS from providing-

   a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

   b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2. By necessary implication and regulation, the prohibitions also do not apply to:

   a. Covered telecommunications equipment or services that:

      i. Are not used as a substantial or essential component of any system; and

      ii. Are not used as critical technology of any system.

   b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) Reporting requirement.

1. In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or CONTRACTOR is notified of such by a subcontractor at any tier or by any other source, CONTRACTOR shall report the information in paragraph (4)2. of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

2. CONTRACTOR shall report the following information pursuant to paragraph (4)1. of this clause:

   a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

   b. Within 10 business days of submitting the information in paragraph (4)2.i. of this clause: Any further available information about mitigation actions undertaken or

recommended. In addition, CONTRACTOR shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) Subcontracts. CONTRACTOR shall insert the substance of this clause, including this paragraph, in all subcontracts and other contractual instruments.

I. **Domestic Preferences for Procurements.** As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

(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) Manufactured products mean 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.

J. **Compliance with the Contract Work Hours and Safety Standards.**

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

(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph J(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph J(1) of this section , in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph J(1).

(3) Withholding for Unpaid Wages and Liquidated Damages.

1. Withholding Process. The CITY may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated

damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work hours and Safety Standards Act that is held by the same prime contractor. The necessary fund may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

2. Priority to Withheld Funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph J(3)(1) of this section over claims to those funds by:

    a. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

    b. A contracting agency for its reprocurement costs;

    c. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

    d. A contractor's assignee(s);

    e. A contractor's successor(s); or

    f. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs J(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs J(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

1. Notifying any contractor of ay conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

2. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting, or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

3. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

4. Informing any other person about their rights under CWHSSA or this part.

4. Except as expressly set forth in this First Amendment, all other terms and conditions of the Contract shall remain the same and shall be in full force and effect. To the extent this First Amendment conflicts with the Contract, this First Amendment shall govern.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have made and executed this First Amendment as of the Effective Date.

As To
CONTRACTOR

USA Voltage LLC
(name of corporation or business)

BY: Darrell Heard
(title of authorized corporate officer or individual)

Signature

Darrell Heard
Printed Name

As To
CITY OF TREASURE ISLAND

ATTEST | City Clerk:

Signature

Mayor:

Signature

City of

Treasure Island, Florida

120 108th Avenue, Treasure Island, FL 33706
www.mytreasureisland.org

DOCUMENTATION OF QUOTES

The purpose of this form is for departments to disclose the quotes received for any procurement of any amount. The type and total of quotes required is dictated by Administrative Policy, but all quotes—regardless of source—must be documented using this form. This form requires Purchasing or Finance Department concurrence and/or City Manager approval before any corresponding transaction can be executed.

Date: 4 FEB 2025

Department: Public Works

Total: $ 38,000.00

Point of Contact: Stephen J Viola

Description of the Goods or Services to be Provided *(attach extra pages, if necessary)*:

Replacement of electrical components, on the beach at Gulf Front Park, lost to Hurricane Helene.

Power to electrical

Vendors providing quotes – please list the vendor name, quoted totals, and methods of quotation (verbal, written, etc.):

USA Voltage LLC ..... $38,000.00 ..... Written
TAMPCO ..... no response

If the recommended vendor is not the lowest price offered, please detail why the department prefers the alternative:

Selected Vendor: USA Voltage

Phone and/or email: 727.798.9501
usavoltage1@gmail.com

☑ I, Stephen J Viola, an employee of the City of Treasure Island acknowledge that by checking this box I certify that these quotes have been obtained from responsible vendors and reflect a reasonable market-based price for the goods/services required. I can provide evidence of these quotes or certify that they are correct. The price and vendor recommended appear to be in the best interests of the City. I am aware of no conflict of interest on my part or any personal financial involvement in any way with the vendor identified.

☐ Purchasing Coordinator or Finance Director Concurrence by (name): _____

Requisition # _____ Date: _____

25-02747

USA Voltage LLC, Electrical Contractors

11060 70th Ave. Seminole, FL33772

License EC13004856

727-798-9501

Job #25-140 **PROPOSAL** **11/7/2024**

CUSTOMER INFORMATION:
City of Treasure Island
Attn : Cathy Hayduke
Email: chayduke@mytreasureisland.org

PROJECT INFORMATION:
Gulf Front Park
10400 Gulf Blvd.
Treasure Island, FL 33706

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

SCOPE:

New 400 amp service on beach due to hurricane damage

*1-400 amp single phase service mounted on 8'x8" concrete post
*2-200 amp panels at service
*20-GFCI protected receptacles at service
*4-50 amp receptacles at service
*1-2" underground raceway and circuits extended to inflatable playground
*8-GFCI protected receptacles inflatable playground
*4-50 receptacles at inflatable playground
*150'-2" underground raceway and feeder to new pedestal mounted beach panel #1
*8 GFCI receptacles at beach panel #1
*4-50 amp receptacles at beach panel #1
*300'-2" raceway and feeder to beach panel #2
*8-GFCI protected receptacles at beach panel #2
*4-50 amp receptacles at beach panel #2

TOTAL AMOUNT OF THIS PROPOSAL: **$ 38,000.00**

AGENDA ITEM NO. F.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 18, 2025
SUBMITTED BY:	David Green, Finance
ITEM TYPE:	Contracts
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Piggyback Contract with Public Resources Advisory Group for Financial Advisor Services
BACKGROUND:	Public Resources Advisory Group has been providing financial advisor services to the City of Treasure Island, however the City has never formally awarded a contract for services. In order to resolve the matter and maintain stability, we have an opportunity to engage in a piggyback contract providing continued services. The City of Pinellas Park awarded a contract to Public Resources Advisory Group on October 24, 2024. This was the result of a proper procurement process. The contract term runs through October 24, 2029, and may be renewed for up to two additional two-year periods upon mutual written agreement by the parties.
POLICY/PURPOSE:	To provide a full scope of financial advisor services and demonstrate experience in preparing and marketing bond issues on behalf of the City of Treasure Island. Financial advisory services shall include services for debt transactions and consulting, non-debt and special projects.
STRATEGIC PLAN RELEVANCE:	Financial & Economic Development/ Goal 2: Maximize the utilization of the City's resources.
ANALYSIS/DISCUSSION:	.
FUNDING:	.

MOTION: Move to approve the piggyback agreement with Public Resources Advisory Group for Financial Advisor Services in the amount of $75,000 per year.

ATTACHMENTS:
PRAG-Treasure Island Piggyback Contract.pdf
Pinellas Park PRAG Contract.pdf
Pinellas Park RFP 24.002.PDF
Pinellas Park RFP 24.002 - PRAG Proposal.pdf
PRAG Offer.pdf

CONTRACT BETWEEN
THE CITY OF TREASURE ISLAND
AND PUBLIC RESOURCES ADVISORY GROUP, INC.
PERTAINING TO
FINANCIAL ADVISOR SERVICES

CONTRACT NUMBER 26-005

This Contract is made and entered into on the _____ day of November, 2025 ("**Effective Date**"), by and between the City of Treasure Island, a public body politic and corporate and organized and existing under the Laws of Florida whose address is: City of Treasure Island, 10451 Gulf Boulevard, Treasure Island, Florida, 33706 ("**CITY**"), and Public Resources Advisory Group, Inc., whose address is 2002 N. Lois Avenue., Suite 120, Tampa, FL 33607 ("**CONTRACTOR**"), collectively (the "Parties") who hereby agree as follows:

WITNESSETH

WHEREAS, pursuant to its procurement policies and procedures, when in its best interest, the City is authorized to contract with vendors who were successful competitive bidders and subsequently entered into an agreement with other governmental entities pursuant to a "piggyback" procedure; and

WHEREAS, the CONTRACTOR has submitted a competitive proposal to the City of Pinellas Park, Florida for Financial Advisor Services in response to RFP 24.002 (the "Solicitation");

WHEREAS, as the successful competitive bidder to the Solicitation, Contractor subsequently entered into a contract with the City of Pinellas Park dated October 24, 2024 ("Original Contract"), which is attached hereto along with a copy of the Solicitation and copies of Contractor's response, and award—if applicable—as **Composite Exhibit A**; and

WHEREAS, the Original Contract provides and the Contractor agreed to make available to the City the prices submitted under the terms and conditions of the Original Contract, which the City desires

to piggyback off of as depicted on the scope of work, which is attached hereto as Exhibit B ("City Project"); and;

WHEREAS, Contractor represents and warrants that Contractor has acted at all times in accordance with the provisions of Florida law with respect to the Solicitation, its bid, and award; and

WHEREAS, Contractor is willing to perform the City Project pursuant to the terms of the Original Contract with only the modifications set forth herein so as to limitedly address the logistics of contracting with the City; and

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for the City Project and the City Commission desires to procure those services under the same terms, conditions, and specifications as of the Original Contract.

NOW THEREFORE, in consideration of the mutual benefits to the City and Contractor, the receipt and adequacy of which is hereby acknowledged, the following covenants are set forth, which the parties hereby agree to as follows:

1. The above recitals and all exhibits hereto are true and correct and are incorporated herein by reference. Contractor's representations and warranties set forth in the recitals as incorporated into this Agreement by this reference are a material component to the City's ability to enter into this Agreement. Contractor shall fully indemnify, defend, and hold harmless the City and its representatives, employees, officers, and commissioners, from any and all damages, causes of action, or claims of any kind related to Contractor's representations and warranties set forth herein, the veracity of such representations and warranties, and all matters related thereto.

2. The scope of work is identified in the Original Contract, and the Contractor's scope of work with the City is more specifically defined in Exhibit B attached hereto and incorporated herein. Contractor agrees to furnish all labor and the skill necessary for the entire work effort as set forth in the Original Contract to the satisfaction of the City or its duly authorized representative.

3. The terms and conditions of the Original Contract are hereby incorporated into this Agreement by reference. Contractor shall complete the City Project on the same terms, conditions, and scope as set forth in the Original Contract, except as specifically modified herein solely to account for the City as the purchaser. Such modifications shall not include any modification to the prices bid in response to the Solicitation or the scope of the work that will be provided. Contractor's work on the City Project shall at all times be at the same unit prices as set forth in the Original Contract.

4. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the Original Contract, including any exhibits and/or addenda, this Agreement takes precedence over the Original Contract and its exhibits and/or addenda and any inconsistency between the Original Contract and its exhibits and/or addenda shall be resolved by giving precedence to the Original Contract.

5. The City agrees to pay the Contractor for services rendered in accordance with the primary structure set forth in the Original Contract and more particularly described in Exhibit B. Pursuant to all notice and invoicing requirements established by the Original Contract, notices and invoices under this Agreement will be submitted to:

   The City of Treasure Island
   Attention: Finance Department
   10451 Gulf Boulevard
   Treasure Island, Florida 33706
   Phone: (727)-547-4575
   Email: 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 invoices shall be submitted in accordance with the Florida Prompt Payment Act, section 218.70, et seq, Fla. Statutes. All payments shall be due on the date established by the Florida Prompt Payment Act. Payment due date for purchase of goods or services other than construction services is net forty-five (45) days from the date an invoice submitted in accordance with the Florida Prompt Payment Act is received by the City. In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein. The City does not pay sales tax and will provide sales tax exemption information at the written request of Contractor, where necessary.

6. Prior to this Agreement taking effect, Contractor shall have in place the insurance coverages required by the Original Contract and shall provide certificates of insurance reflecting that the City, its agents, employees, and public officials are named as additional insureds. Prior to commencement of the City Project, Contractor shall have in place the bonds required by the Original Contract for the benefit of the City.

7. 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 Agreement, if Contractor does not transfer the records to the City in accordance with (d) below; and (d) upon completion or termination of this Agreement, (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. Contractor understands and agrees that failure to provide access to public records will be a material breach of this Agreement and may result in termination. 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 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: (727) 547-4575 EXT. 229, CITYCLERK@MYTREASUREISLAND.ORG, AND CITY HALL, 10451 GULF BOULEVARD, TREASURE ISLAND, FL, 33706.

8. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified return receipt requested mail, addressed to the following:

If to the City:
City of Treasure Island, Florida
Attn. City Manager
10451 Gulf Boulevard
Treasure Island, Florida 33706

If to the Contractor:
Public Resources Advisory Group, Inc.
Attn: Wendell Gaertner
2002 N. Lois Avenue, Suite 120
Tampa, FL 33607

With required copy to:
City Attorney, City of Treasure Island, Florida
Sabatini Law Firm, P.A.
1601 E. 1st Ave.
Mount Dora, Florida 32757

Either party may change its above noticed address by giving written notice to the other party in accordance with the notice requirements above.

9. MISCELLANEOUS.

a. This Agreement represents the entire agreement. No prior discussions or negotiations will be enforceable, unless included in this Agreement.
b. This Agreement is not assignable. Any modification to this Agreement must be made in writing, executed by both Parties.
c. This Agreement will be governed and construed in accordance with the laws of the State of Florida. The Parties agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Tampa Division.
d. It is understood and agreed by the Parties that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
e. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief, and knowledge of the nature, extent, effect, and duration of any actions, damages, and liability. 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 Agreement will be deemed and treated as drafted jointly by all the Parties. The Parties understand this Agreement's contents and agree that this Agreement will not be construed more strongly against any Party to the Agreement, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement, or understanding not expressed in this Agreement has been made to an adverse party and that the terms of this Agreement are contractual and not a mere recital.
f. All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.
g. Each of the Parties to this Agreement covenants to the other Party to this Agreement that it has lawful authority to enter into this Agreement, that the governing or managing body of each of the Parties has approved this Agreement and that the governing or managing body of each of the Parties has authorized the execution of this Agreement in the manner set forth below.

h. This Agreement must be executed by the respective duly authorized officials and will take effect as of the Effective Date and remain in effect as provided in the Original Contract.
i. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Contractor throughout the term of this Agreement; and (b) all persons, including subcontractors, retained or hired by Contractor, regardless of compensation, to perform work under this Agreement.
j. 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. 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.
k. 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and Contractor have caused this Agreement to be executed as of the Effective Date.

AS TO CONTRACTOR:

Witness:

Signature

ROBERT WECK

Print Name

Witness:

Signature

Jonathan D. Goding

Print Name

Public Resources Advisory Group, Inc.
Company Name

Wendell Gaertner
Printed Name

Senior Managing Director
Title

Signature

AS TO CITY OF TREASURE ISLAND, FLORIDA:

ATTEST:

City Clerk

City Manager

CITY OF



PINELLAS PARK

• SIMPLY CENTERED •

RFP 24.002
Financial Advisor Services

Public Resources Advisory Group, Inc.
150 Second Avenue N., Suite 400
St. Petersburg, FL 33701
727.822.3339

Finance Contract

Detail by Entity Name

Foreign Profit Corporation
PUBLIC RESOURCES ADVISORY GROUP, INC.

Filing Information

Document Number	P23950
FEI/EIN Number	13-3266119
Date Filed	04/18/1989
State	NY
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	11/05/2007
Event Effective Date	NONE

Principal Address

150 Second Avenue, North
Suite 400
St. Petersburg, FL 33701

Changed: 01/31/2017

Mailing Address

39 BROADWAY, SUITE 1210
NEW YORK, NY 10006

Changed: 10/20/2016

Registered Agent Name & Address

Gaertner, Wendell, DIR.
150 SECOND AVENUE NORTH
SUITE 400
ST. PETERSBURG, FL 33701

Name Changed: 02/27/2024

Address Changed: 10/20/2016

Officer/Director Detail

Name & Address

Title P

Peyser, Steven
39 Broadway
Suite 1210
NEW YORK, NY 10006

Title ST

Soong, Edmund
11500 West Olympic Boulevard
Suite 400
Los Angeles, CA 90064

Annual Reports

Report Year	Filed Date
2022	01/20/2022
2023	01/18/2023
2024	02/27/2024

Document Images

02/27/2024 -- ANNUAL REPORT	View image in PDF format
01/18/2023 -- ANNUAL REPORT	View image in PDF format
01/20/2022 -- ANNUAL REPORT	View image in PDF format
01/19/2021 -- ANNUAL REPORT	View image in PDF format
01/21/2020 -- ANNUAL REPORT	View image in PDF format
01/14/2019 -- ANNUAL REPORT	View image in PDF format
01/09/2018 -- ANNUAL REPORT	View image in PDF format
01/31/2017 -- ANNUAL REPORT	View image in PDF format
10/20/2016 -- Reg. Agent Change	View image in PDF format
01/12/2016 -- ANNUAL REPORT	View image in PDF format
02/19/2015 -- ANNUAL REPORT	View image in PDF format
02/07/2014 -- ANNUAL REPORT	View image in PDF format
02/14/2013 -- ANNUAL REPORT	View image in PDF format
01/17/2012 -- ANNUAL REPORT	View image in PDF format
02/07/2011 -- ANNUAL REPORT	View image in PDF format
01/05/2010 -- ANNUAL REPORT	View image in PDF format
01/28/2009 -- ANNUAL REPORT	View image in PDF format
03/11/2008 -- ANNUAL REPORT	View image in PDF format
11/05/2007 -- Name Change	View image in PDF format
03/12/2007 -- ANNUAL REPORT	View image in PDF format
02/06/2006 -- ANNUAL REPORT	View image in PDF format
02/07/2005 -- ANNUAL REPORT	View image in PDF format
01/27/2004 -- ANNUAL REPORT	View image in PDF format
03/17/2003 -- ANNUAL REPORT	View image in PDF format
02/20/2002 -- ANNUAL REPORT	View image in PDF format
03/13/2001 -- ANNUAL REPORT	View image in PDF format
07/19/2000 -- ANNUAL REPORT	View image in PDF format
03/01/1999 -- ANNUAL REPORT	View image in PDF format

An official website of the United States government

Page Not Found

E-Verify Employer Search

Use the E-Verify search tool to find employers who are currently enrolled in E-Verify. Your search will display the following information:

- **Employer name** – The name the employer used when they enrolled in E-Verify. This can be the business' legal name, a trade name, or an abbreviation.
- **Doing Business As (DBA) name** – The name an employer uses publicly. The public may see the DBA, but the employer may have used another name when they enrolled in E-Verify.
- **Account Status** – Indicates whether the account is currently enrolled or terminated.
- **Enrollment date** – The date the E-Verify Memorandum of Understanding is signed.
- **Termination Date** – The E-Verify Memorandum of Understanding termination date.
- **Workforce size** – Appears as long as the employer reported they have at least five employees.
- **Number of hiring sites** – The locations where employers hire employees and where they complete Form I-9.
- **Hiring site locations (by state)** – The geographic location(s) of hiring sites, by state, reported by the employer.

Parameters:

- USCIS is migrating the employer search tool to provide more timely and accurate updates. The data in this tool was last updated on March 31, 2024. If you're unable to find your organization using this search tool and need it to appear for validation purposes, please email us at E-Verify@uscis.dhs.gov.
- Employers report their own data at the time they enroll in E-Verify. The accuracy and completeness of the data depend on what was submitted by employers at the time of enrollment and as reported throughout the employer's relationship with E-Verify.
- Review Employer Data Parameters

Participating Employers

Search

Filter

Business Name

public resources advisory group

Primary Industry Type

ACCOMMODATION AND FOOD SERVICES (72)
ADMINISTRATIVE AND SUPPORT AND WASTE MANAGEMENT AND REMEDIATION SERVICES (56)
AGRICULTURE, FORESTRY, FISHING AND HUNTING (11)
ARTS, ENTERTAINMENT, AND RECREATION (71)
CONSTRUCTION (23)

Hiring Site Locations (by state) Account Status - Any - Items per page 10

Alabama
Alaska
American Samoa
Arizona
Arkansas

SEARCH RESET

Employer	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hirin Site Locat (by st
Public Resources Advisory Group Inc.		Open	06/23/2009		20 to 99	4	CA, FI NY, P/

Showing 1 to 1 of 1 entries.

Enrolling In E-Verify Is Easy! Want To Learn More?

Keywords

Data E-Verify employer search tool E-Verify participating employers

Last Updated Date: 03/31/2024

State of Florida
Department of State

I certify from the records of this office that PUBLIC RESOURCES ADVISORY GROUP, INC. is a New York corporation authorized to transact business in the State of Florida, qualified on April 18, 1989.

The document number of this corporation is P23950.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 27, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-seventh day of February, 2024

Secretary of State

Tracking Number: 9267503214CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

MSRB
Municipal Securities Rulemaking Board

Certificate of Current MSRB Registration

The Municipal Securities Rulemaking Board (MSRB) certifies that the organization listed below is registered with the MSRB as of the date of this letter.

MSRB ID:	K0133	Registration Date:	November 16, 2010
Registration Type:	Municipal Advisor	Company Name:	Public Resources Advisory Group

This certificate may be verified by contacting the MSRB Market Information Department at (703) 797-6668 or by email to MarketInformation@msrb.org.

Signature: Stephanie Braddell

Name: Stephanie Braddell, Operations Manager

Date: September 15, 2011

1900 Duke Street, Suite 660
Alexandria, VA 22314
202 223 9347
202 872 0347
www.msrb.org

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D C. 20549

OFFICE OF
THE SECRETARY

July 28, 2014

IN THE MATTER OF:

Public Resources Advisory Group Inc.
40 Rector Street, Suite 1600
New York, NY 10006

SEC FILE NO.: 867-00146

Application Completion Date: July 25, 2014

ORDER GRANTING REGISTRATION PURSUANT TO SECTION 15B (a) (2) OF THE SECURITIES EXCHANGE ACT OF 1934

The above-named Applicant has completed its application with the Commission for registration as a municipal advisor pursuant to Section 15B(a)(2) of the Securities Exchange Act of 1934 (the "Act") on the above-referenced application completion date.

The Commission finds that the application contains the information prescribed under Section 15B(a)(2) of the Act and the rules thereunder. The Commission has not passed on the accuracy or adequacy of the information, and the effectiveness of Applicant's registration does not imply Commission approval or disapproval of Applicant's registration.

Accordingly, it is ORDERED, pursuant to Section 15B(a)(2) of the Act, that the Applicant's registration be, and hereby is, granted, effective forthwith.

For the Commission, by the Office of Compliance Inspections and Examinations, pursuant to delegated authority.

Lynn M. Powalski

Deputy Secretary

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.)

Public Resources Advisory Group, Inc.

2 Business name/disregarded entity name, if different from above.

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) . . . . .

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.

39 Broadway, Suite 1210

Requester's name and address (optional)

6 City, state, and ZIP code

New York, NY 10006

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

1	3	–	3	2	6	6	1	1	9

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 [signature] Date September 23, 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*.

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

CITY OF
PINELLAS PARK
• SIMPLY CENTERED •

CITY HALL - P.O.Box 1100
PINELLAS PARK, FL 33780-1100

Please Respond To:

City Attorney's Office
Lauren C. Rubenstein
James W. Denhardt
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

February 12, 2024

Mr. Doug Sexton
Purchasing Coordinator
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #24-034
RFP 24.002 Financial Advisor Services

Dear Mr. Sexton:

Our office has received and reviewed the above-referenced RFP for Financial Advisor Services. I note that on page 4 of the RFP, the second sentence in Section 5.b. does not appear to read correctly. I am not sure whether the word "be" should be "bill," or whether some language was inadvertently left out. Please review and update accordingly.

On page 11 of the RFP, please delete the last sentence of the new paragraph dealing with trade secrets. Finally, on page 16 of the proposed RFP, in the section pertaining to Firm Information, you request that all litigation cases during the past three years in which the contractor has been named a party be listed. I suspect that most of the Financial Advisors that will be submitting proposals would be affiliated with major financial advisory firms. Therefore, I am not sure how useful or practical it would be to ask them to provide a list of all the litigation cases that those firms may have been named a party in during the last three years. Our recommendation would be to strike that portion of the Firm Information from this particular RFP, but would not recommend that it be deleted from the master form, as it may be very useful in other RFPs to obtain such information. If you would like to discuss this suggestion in more detail, or look at other alternatives for obtaining additional information concerning the respondent, please do not hesitate to contact our office.

Once the abovementioned changes have been incorporated into the proposed RFP, our office would approve of the RFP as to form and correctness.

Very truly yours,

Lauren C. Rubenstein
City Attorney

cc: Bart Diebold, City Manager
Jennifer Carfagno, MMC, City Clerk
Dan Hubbard, Asst. City Manager
Rosanna Hany, Purchasing Director
Kelly Schrader, Finance Administrator

LCR/dh
24-034 02122024 LDS RFP 24.002 Financial Advisor Svcs.wpd

PINELLAS PARK
• SIMPLY CENTERED •

CITY HALL - P.O.Box 1100
PINELLAS PARK, FL 33780-1100

Please Respond To:

James W. Denhardt
City Attorney
Law Offices of James W. Denhardt
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

September 11, 2024

Mr. Doug Sexton
Purchasing Coordinator
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #24-249
Financial Advisory Services Agreement

Dear Mr. Sexton:

We received the above-referenced document yesterday with the description being "... review and approve RFP 24.002 Financial Advisor Services." Although it does not make any difference to my office, for the City's purposes in tracking and retrieving these items in the future, it appears that this request is to review and approve the Financial Advisory Services Agreement, which was already solicited through RFP 24.002.

We have reviewed the Agreement, which needs to have the following three modifications:

1. In the last WHEREAS paragraph at the bottom of the first page, we would suggest that it be amended to read as follows:

> WHEREAS, during the term of this Agreement, the City will be PRAG's client and PRAG will have a fiduciary duty to the City when proving municipal advisory services;

2. In the preamble to the Agreement, PRAG is listed as "Public Resources Advisory Group, Inc." However, on the signature page on Page 7 by the signature of Mr. Gardner, the ", Inc." is not added in the name of the entity with whom we are contracting,

and needs to be as that appears to be the correct legal name of the entity. In other words, the top line of Page 7 should say, "Public Resources Advisory Group, Inc."

3. Also on the signature page, Page 7, there needs to be a signature block added, "Approved as to form and correctness" and then a blank line underneath and then City Attorney.

With these above minor corrections, we would approve of the proposed Agreement as to form and correctness.

Very truly yours,

James W. Denhardt
City Attorney

cc: Bart Diebold, City Manager
Jennifer Carfagno, MMC, City Clerk
Dan Hubbard, Asst. City Manager
Kelly Schrader, Finance Administrator
Rosanna Hany, Purchasing Director

JWD/mks
24-249.20240911 LDS FinancialAdvisorSvcAgmt.wpd

PINELLAS PARK

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NOTICE
REQUEST FOR PROPOSAL 24.002
FINANCIAL ADVISOR SERVICES

Notice is hereby given that the City of Pinellas Park Finance Department is soliciting proposals from Florida licensed professionals to provide Financial Advisor Services to the City. The Financial Advisor will assist the City in developing, implementing, and maintaining strategies to meet its capital financing needs.

Sealed proposals shall be delivered to the City of Pinellas Park, Purchasing Division, 8000 60th Street North, Pinellas Park, FL 33781 no later than **10:00 A.M. EST on Wednesday, 26 June 2024**. The City of Pinellas Park assumes no responsibility for the timely delivery of responses, proposals received after the stated time and date, as well as unsealed proposals, will not be accepted.

All proposers must submit one **(1)** unbound, single-sided original and five **(5)** bound copies of the proposal.

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.

Communication between a respondent and the City shall be communicated through the City of Pinellas Park Purchasing Division at *Purchasing@Pinellas-Park.com*.

Ex parte communication may be grounds for disqualifying the offending respondent from consideration including any future solicitation.

Please address all questions regarding this project to Purchasing@Pinellas-Park.com no later than **10:00 A.M. EST on Wednesday, 16 June 2024.**

SCOPE OF SERVICE

The Financial Advisor shall provide a full scope of financial advisor services and demonstrate experience in preparing and marketing bond issues. The qualified professionals employed by the Financial Advisor shall maintain current certifications, certificates, and licenses as required for Services provided to the City.

Financial Advisor Services required by the City of Pinellas Park include, but are not limited to, the following:

- Review existing debt structure and financial resources to determine available borrowing capacity and refinancing options including refinancing opportunities.
- Recommend appropriate financial structure for proposed projects.
- Prepare and present workshops on financial matters, including formation of financial options and alternatives analysis on financial matters.
- Assist the City in the preparation of cash flow forecasts for proposed issues, addressing debt service requirements and funding sources.
- Provide advice on terms and features of bonds, both public offering and direct placement "bank loans"; timing and marketing of bond issues, market conditions as they relate to future sales.
- Advise on benefits of negotiated versus competitive bid sales for each issue.
- Assist the City in preparation of an official statement in conjunction with bond and disclosure counsels and the City.
- Arrange for the widest possible distribution of the official statement to bond underwriters and potential investors on competitive sale transactions.
- Consult, as needed, with City staff regarding various financing options or concerns.
- Assist the City in obtaining the highest possible credit rating.
- Assist the City with bid opening on competitive sale transactions, and as applicable, to advise on bond market conditions, compute accuracy of bids received, and prepare formal recommendation on acceptability of preferred offer.
- Assist the City in the preparation of soliciting underwriter proposals in a negotiated offering.
- Assist the City with monitoring the progress of a negotiated sale on the day of pricing, and as applicable, advise regarding market conditions and acceptability of the offer.
- Assist with bond closings and coordinate printing, signing, and delivery of bond documents.
- Assist in selecting paying agents and other financial intermediaries as necessary.
- Advise the City on proposed and actual changes in tax laws and financial market developments that could affect City bond financing plans.
- Attend City Council meetings and other scheduled City meetings as requested, with reasonable advance notice.
- Provide expert testimony at validation hearings.
- Work with counsel on transactions.
- Assistance with the preparation of written policies for debt, derivatives, and other finance related areas.
- Other specific consulting projects and finance related tasks as requested by the City.

PROPOSAL OUTLINE

Table of Contents

The proposal should include a clear and complete identification of the materials submitted using tabs and page numbers for clear referencing.

Proposal Format

1. **Letter of Transmittal**

   Provide a brief letter of transmittal that includes the following information:

   a. The proposer's understanding of the work to be performed.
   b. A positive commitment to perform the service with the time period specified.
   c. The names of key persons who will be the main contacts for the City.
   d. Provide a statement of assurance that the firm is not presently in violation of any statutes or regulatory rules that may impact the firm's operation, including those of the Securities and Exchange Commission, Municipal Securities Rulemaking Board, National Association of Securities Dealers, etc.

2. **Qualifications, Availability, and Ability to Communicate Effectively**

   Proposers must be registered with the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB).

   a. Provide a statement of qualifications, abilities, experience and expertise in providing the requested services.
      i. A description of what qualifies, financial and otherwise, to provide the City with these services for the required period of time, provide appropriate staffing, provide necessary resources, and show a history of demonstrated competence.
      ii. A description of resources available to your firm such as access to market information, personnel with specialized knowledge, and legal expertise in the governmental (including tax exempt) field.
   b. Identify key persons to be responsible for this contract, primary and backup.
      i. Provide resumes detailing education and experience.
      ii. Highlight experience related to service in a financial advisory role for a Florida governmental agency.
      iii. Indicate notable achievements such as books or articles written, memberships, and offices held in professional organizations and outstanding accomplishments.
   c. Provide your firm's financial information for the most recent fiscal year – not limited to a balance sheet, statement of operations and statement of changes in financial position or cash flow statement as applicable. Note: For a S-Corporation a letter providing financial adequacy and solvency of the firm may be submitted, however such letter may not be recognized at the same level of significance as the information other firms may provide.
   d. Indicate the capability of firm to hold harmless, indemnify and defend the City of losses, costs, and expenses arising from liability claims resulting from alleged negligence of firm, it's officers, employees and subcontractors; describe liability insurance coverage carried by firm.

3. **Experience**
    a. Describe Firm's national, statewide, and local service capabilities.
    b. Describe Firm's experience in serving as a financial advisor to local municipalities.
    c. Describe Firm's experience dealing with major rating agencies during the past two (2) years, including the extent to which governmental clients were involved.
    d. Current clients and references.
        i. Provide a list of current municipal clients within the State of Florida, the dollar amount of issues or other financing for respective client, and date(s) services were provided.
        ii. References – Identify a minimum of three (3) references in the current clients list and include contact person's names, phone numbers, e-mail addresses, and mailing addresses.

4. **Demonstrated Knowledge**
    a. Explain the general financial character and environment currently impacting Florida municipalities.
    b. Describe innovations your firm has developed or been involved related to tax-exempt security issues – outlining the problem, solution, and results.
    c. For a potential proposed project, explain the firm's approach to the following:
        i. Indicate the steps your firm would follow in developing a financial plan and the corresponding duties and responsibilities the firm would assume.
        ii. Describe the technical and legal support services available to your firm and how they would be utilized in the formulation of the financing plan.
        iii. Indicate the extent to which your firm would consider alternatives to traditional municipal bonds in developing the financial plan; describe in detail your firm's related experience, identify firm members and other personnel involved in successfully designing and implementing alternative financing for municipal clients.
        iv. Describe typical circumstances under which the firm would recommend competitive versus negotiated sales of debt issues. Indicate the role your firm would play as financial advisor under each method of sale. Describe your firm's experience with each method of sale.
        v. Indicate the activities your firm would undertake in facilitating the sale and marketing of the City's debt issue. Describe in detail related experience with such activities.
        vi. Describe the duties and responsibilities the firm would perform and assume in a refunding operation for purposes of refinancing the City's existing debt. Indicate the firm's experience in this area.

5. **Fees for Services**

    The cost portion of the proposal should include the following element:
    a. Describe the firm's proposed fee schedule for the requested services and for various alternative financing methods. Indicate the impact on the fee structure of a competitive sale versus a negotiated sale.
    b. Consulting services may be requested in situations that do not involve a debt issue. Explain how the firm would bill for such services, including a proposed billing procedure and rates. The names of key persons who will be the main contacts for the City.
    c. Indicate the firm's policy regarding out-of-pocket and/or indirect cost expenses; if such expenses would be reimbursable from the City, itemize the types of expenses and basis of billing by expense type.

d. A listing of any and all additional charges not specifically identified herein.
e. Provide a complete listing of any convictions or fines incurred by the firm or any of its principals for violations of any state or federal law within the past three (3) years. Identify firm's executives who have current claims or who have participated in litigation against the City of Pinellas Park while with another firm.

Evaluation Criteria

Firms desiring consideration should fully respond to the following items. The City reserves the right to include any, all, or none of the listed items or services in any agreement resulting from this RFP. Please provide all the information required in the following sections 1–5.

1. **Qualifications and Availability:** **(20 Points)**
   a. Qualifications and availability of key personnel to be assigned to the City (Tab 2).
2. **Ability to Communicate Effectively:** **(20 Points)**
   a. Ability to communicate complex financial concepts to technical and non-technical audiences effectively, as demonstrated by the firm's proposal (Tab 2).
3. **Experience:** **(20 Points)**
   a. Experience with credit rating services, financial institutions, investors, and municipal bond credit enhancers (Tab 3).
4. **Demonstrated Knowledge:** **(30 Points)**
   a. Demonstrate knowledge of the general financial character and environment currently impacting Florida municipalities, and experience servicing local governments in Florida including references (Tab 4).
5. **Fees for Services:** **(10 Points)**
   a. The firm's proposed fee schedule for the requested services and for various alternative financing methods (Tab 5).

GENERAL INSTRUCTIONS

Anti-Discrimination: That Contractor, for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenants and agrees that:

a. No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

b. No employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Agreement.

Antitrust Violations: Denial Or Revocation Under Section 287.137, Florida Statutes: Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

Applicable Law and Venue: Contract(s) resulting from this RFP and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., if applicable, for any terms and conditions not specifically stated in this solicitation and resulting agreement. Venue for any court action allowed by this agreement shall be in the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida, or in the Middle District of Florida, United States District Court, Tampa Division.

Contractor agrees that it will comply with all federal, state, and local laws and regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this solicitation and resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

Awards: The City reserves the right to cancel the solicitation, reject any and all responses, or waive any irregularity or technicality in submittals received, that serves in the best interest of the City. The City reserves the right to not make any award(s) under this solicitation.

Compliance with Grants, Laws and Regulations: Contractor agrees that it will comply with all grant requirements in addition to all federal, state, and local laws and regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this solicitation and resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

Conflict of Interest: Any entity submitting a bid, proposal, qualifications or entering a contract with the City shall disclose any relationship that may exist between the contracting entity and a City Employee. The relationship with a City Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, or grandchild.* The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a City approved form. Failure to submit the form will be cause for rejection of the bid or proposal.

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 provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Environmental and Social Government and Corporate Activism: Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a Contractor based on social, political or ideological interests such as:

a. The Contractor's political opinions, speech, or affiliations;
b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
c. The Contractor's lawful ownership of a firearm;
d. The Contractor's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
f. The Contractor's support of the state or Federal Government in combatting illegal immigration, drug trafficking, or human trafficking;
g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described in this paragraph;
h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law:
    1. Environmental standards, including emissions standards, benchmarks, requirements, or disclosures;
    2. Social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice;
    3. Corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or
    4. Policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

Contractors are also prohibited from giving preference to subcontractors based on the above referenced factors. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

E-Verify: The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (OHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (5)(c)1, and the City's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The City reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the City develop a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

Foreign Gifts and Contracts: The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 286.101 (7)(c), Florida Statutes: "In addition to any fine assessed under [§ 286.101 (7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.

Florida Division of Corporations: To conduct business in the State of Florida, proposers must be registered with the Florida Division of Corporations. Register at https://dos.myflorida.com/sunbiz/ and *include verification of registration with the proposal.*

Indemnification: Contractor shall indemnify and hold harmless the City and its commissioners, officers, employees and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the professional and other persons employed or utilized by the professional in the performance of the contract.

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 its 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.

Insurance: Include proof of insurance evidencing insurance coverages with the proposal. Contractor's insurance shall be primary. The City shall be named as an additional insured for both General Liability and Automobile Liability. The awarded firm shall maintain the following limits of insurance during the term duration of this agreement.

General Liability
Each Occurrence $2,000,000
Products Completed/Operations Aggregate $1,000,000

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/20/2024

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
Walter B Howe, Inc
1000 Herrontown Road
Princeton NJ 08540

License#: PC-637347

CONTACT NAME: Jennifer Berrios
PHONE (A/C, No, Ext): 609-924-0095 **FAX (A/C, No):** 609-924-9710
E-MAIL ADDRESS: jenniferb@howeinsgrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Ins Co	20281
INSURER B : Pacific Indemnity Company	20346
INSURER C : Endurance American Insurance Company	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Public Resources Advisory Group, Inc.
Attn: Ms. Brenda Henry
39 Broadway, Suite 1210
New York NY 10006

PUBLRES-01

COVERAGES **CERTIFICATE NUMBER:** 1365865752 **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			000035770402	12/9/2023	12/9/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X 1,000						MED EXP (Any one person)	$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY			7351-95-54	12/9/2023	12/9/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			79774182	12/9/2023	12/9/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Errors & Omissions Pending/Prior 6/12/2006			AIP30059218600	5/1/2024	5/1/2025	Occurrence Limit	2,000,000
							Aggregate Limit	4,000,000
							Deductible	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Pinellas Park (Owner) is an additional insured for the General Liability with respect to the insureds operations if required by written contract.
RE: RFP 24.002 Financial Advisor Services.

CERTIFICATE HOLDER

City of Pinellas Park
5141-78th Avenue N.
Pinellas Park FL 33781

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

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PUBLI-1 OP ID: JM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/20/2024

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 727-490-0887 Vista Insurance Alliance, LLC 111 2nd Ave NE, Suite 360 St Petersburg, FL 33701-3580 Julie L Messier	CONTACT NAME: Julie L Messier PHONE (A/C, No, Ext): 727-490-0887 FAX (A/C, No): 727-499-7149 E-MAIL ADDRESS: jmessier@vistains.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : RetailFirst Insurance Co — 10700
INSURED Public Resource Advisory Group 39 Broadway Ste 1210 New York, NY 10006-3003	INSURER B : 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.

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-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ N / A			520-35848	05/18/2024	05/18/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

RFP 24.002 Financial Advisor Services

CERTIFICATE HOLDER

City of Pinellas Park
5141 78th Avenue N
Pinellas Park, FL 33781

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

Julie Messier

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Personal and Advertising Injury $1,000,000
General Aggregate $2,000,000
Combined Single Limit $1,000,000

Automobile Liability – Combined Single Limit $1,000,000

Worker's Compensation as required by the State of Florida
Each accident $100,000
Each Disease – Each employee $100,000 Each disease – policy limit $500,000

Professional Liability Insurance
$1,000,000 per occurrence
$2,000,000 aggregate combined single limit
$5,000 maximum deductible per claim

The policy shall cover the firm, all employees, and/or volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by contractor.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida. The insurance policies procured shall be "Claims Made" policies or as generally available on the open insurance market.

The insurance carriers shall supply Certificates of Insurance evidencing such coverage to the City of Pinellas Park Risk Management Department prior to the execution of this agreement.

The insurance companies selected shall send written verification to the City of Pinellas Park Risk Management Division that they will provide 30 days written notice to the City of Pinellas Park Department of Risk Management of its intent to cancel or terminate.

Interpretations: No oral interpretations will be made to any contractor as to the meaning of the RFP documents. Every request for such an interpretation shall be made in writing, addressed and forwarded to City of Pinellas Park at Purchasing@Pinellas-Park.com on or before the question-and-answer period closes. The City shall not be responsible for oral interpretations given by any City employee. Every interpretation made to contractors will be in the form of an addendum, which if issued, will be released through Demandstar.com. All such addenda shall become part of the RFP documents. Further, it shall be the responsibility of each contractor, prior to submitting their proposal, to contact City of Pinellas Park's Purchasing Division at Purchasing@Pinellas-Park.com to determine if addenda were issued and to make such addenda part of the proposal.

Non-Collusion: By offering a response to this RFP, the proposer certifies it has not divulged to, discussed or compared its competitive proposal with other proposers and has not colluded with any other proposers or parties to this competitive solicitation whatsoever. In addition, the proposer certifies, and in the case of a joint competitive proposal, each party thereto certifies as to its own organization, in connection with the competitive proposal.

Non-Discrimination: City of Pinellas Park will not knowingly do business with vendors or contractors who discriminate based on race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the City, contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the City's Title VI/Nondiscrimination Coordinator through the office of the City Attorney.

Opening Location: Proposals must be received by the Purchasing Division at 8000 60th St. North, Pinellas Park, FL 33781 on or before the closing hour and date listed in the RFP.

Prohibited Telecommunications Equipment: Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. By executing this Agreement, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Agreement. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 48 CFR § 52.204-25(d)(2) to City.

Prohibition on Gratuities and Kickbacks: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or any solicitation or proposal thereof. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor or any person associated therewith, as an inducement of the award of a subcontract or order. The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore. The Contractor hereby certifies that prices the city agreed to are fair and proper and are not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Contractor or any other parties and interest.

Public Access: Contractor shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. Contractor shall provide the public with access to public records on the same terms and conditions that the City would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. Contractor shall meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

Any portion of the submitted proposal which is asserted to be exempt from disclosure under Chapter 119, Florida Statutes, shall be clearly marked "exempt", "confidential", or "trade secret" (as applicable) and shall also contain the statutory basis for such claim on every page. Pages containing trade secret shall be marked "trade secret as defined in Section 812.081, Florida Statutes". Failure to segregate and identify such portions shall constitute a waiver of any claimed exemption and the Agency will provide

such records in proposal to public records requests without notifying the proposer. Designating material simply as "proprietary" will not necessarily protect it from disclosure under Chapter 119, F.S. An entire proposal should not be considered trade secret.

Public Entity Crimes: Pursuant to Florida Statutes Section 287.133(2)(a), all Contractors are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); 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 Contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently $35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, 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.

Regulations: It shall be the responsibility of Contractor to assure compliance with Federal or State of Florida rules, regulations, ordinances, or other requirements, as each may apply.

Right to Protest: Any actual or prospective responding contractor who is aggrieved in connection with a competitive selection process may protest per the terms of Pinellas Park Administrative Regulation 13.43(L). The protest shall be submitted to the appropriate party in writing within seven (7) calendar days after the proposer knows or should have known of the facts giving rise to the protest.

Scrutinized Companies Lists: Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287 .135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

Sealed Submittals and Envelope Markings: All proposals shall be submitted in a sealed envelope or box. The outside of the envelope shall be clearly marked with proposer's name, return address, RFP number and title, and date and time of opening.

Suspension and Debarment: City of Pinellas Park will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). Contractors agree to comply with the requirements of 2 C.F.R. pt. 180, subpart C, and 2 C.F.R. pt. 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Termination by the City: The City reserves the right to terminate a contract by giving 30-days notice, in writing, of the intention to terminate, if at any time Contractor fails to abide by or fulfill any of the terms and conditions of the contract. The City also reserves the right to terminate the contract for convenience of the City and/or with or without cause by giving 30-days notice.

PROPOSAL CHECKLIST

The following checklist is included to help ensure that you include all the submittals necessary to complete a thorough evaluation of the proposal.

Items are checked if they are required with the proposal or if they must be on file prior to award. Additional documentation may be requested by the City to ensure contract compliance.

✓	DESCRIPTION OF SUBMITTAL	PAGE	SUBMIT WITH PROPOSAL	SUBMIT PRIOR TO AWARD
	E-Verify Registration	7	✓	
	Florida Division of Corporations Registration (Sunbiz)	8	✓	
	Proof of Insurance	8	✓	
	Proposal Cover Sheet	14	✓	
	Firm Information	15	✓	
	Relationship Disclosure	17	✓	
	Public Entity Crimes Statement	19	✓	
	Indemnification and Hold Harmless Agreement	21	✓	
	Addenda Acknowledgement	22	✓	
	Certificate of Insurance			✓
	W-9			✓

RFP 24.002 PROPOSAL COVER SHEET

Financial Advisor Services

Public Resources Advisory Group, Inc.
(Company Name)

150 Second Avenue N., Ste 400
(Business Address)

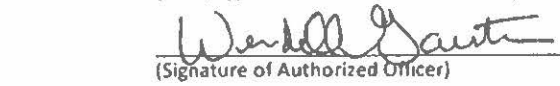
St. Petersburg, FL 33701
(City, State, Zip Code)

727-822-3339
(Telephone Number)

WGaertner@pragadvisors.com
(Email Address)

Senior Managing Director
(Title of Authorized Officer)

Wendell Gaertner
(Print/Type Name of Authorized Officer)


(Signature of Authorized Officer)

6/25/24
(Date)

Please complete this form & attach it to the front of your proposal

FIRM INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name	Public Resources Advisory Group, Inc.
Address	150 Second Avenue N., Ste. 400, St. Petersburg, FL 33701
Contact Name	Wendell Gaertner
Title	Senior Managing Director
Phone	727-822-3339
Email	WGaertner@pragadvisors.com

1. How many years has your organization provided these services? 39 Years
2. List any applicable State of Florida Registration Number(s): Document No. P23950
3. List government agencies and private firm(s) with whom you have completed similar work:

Agency/Firm Name: City of Fort Myers
Address: 2200 Second Street, Fort Myers, FL 33902
Contact Name: Christine Tenney Title: Director of Financial Services
E-Mail: CTenney@cityftmyers.com Phone: 239-321-7186
Services Provided: Negotiated Bond Sales, Bank Loans, Line of Credit, Ratings Strategy, Ratings Surveillance, Professional Services RFPs, Internal Policies, Bonds 101 and P3 Education
Dates of Service: July 2019 - Present

Agency/Firm Name: City of Clearwater
Address: 100 S. Myrtle Ave., Clearwater, FL 33756
Contact Name: Jay Ravins Title: Finance Director
E-Mail: Jay.Ravins@myclearwater.com Phone: 727-562-4538
Services Provided: Negotiated Bonds, Competitive Bonds, Bank Loan, Underwriter Pool RFP, Rating Strategies, Affordable Housing
Dates of Service: February 2019 - Present

Agency/Firm Name: City of Auburndale

Address: 4 Bobby Green Plaza

Contact Name: Christopher Reeder Title: Finance Director

E-Mail: CReeder@AuburndaleFL.com Phone: 863-968-5133

Services Provided: Negotiated Bond Sale, Competitive Bond Sale; Rating Agency Strategy and Presentation; Presentation to City Commission

Dates of Service: May 2019 to Present

DISCLOSURE OF RELATIONSHIPS

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement must be submitted in response to RFP 24.002.

2. This sworn statement is submitted by: Public Resources Advisory Group, Inc.
(Name of entity submitting Statement)

whose business address is.

150 Second Avenue N., Ste 400

St. Petersburg, FL 33701

and its Federal Employer Identification Number (FEIN) is 13-3266119

3. My name is Wendell Gaertner
(Please print name of individual signing)

and my relationship to the entity named above is Senior Managing Director

4. I understand that an "affiliate" as defined means:

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a City employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister- in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

__X__ 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, have any relationships with any City employee.

_____ 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 management of the entity have the following relationships with a City employee.

Name of Affiliate	Name of Employee	Relationship or entity
	N/A	

Wendell Gaertner
(Signature)

6/25/24
(Date)

STATE OF Florida

COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 25TH day of JUNE 2024,

by Wendell Gaertner
(Name of person making statement)

Monique L. Rocchild
(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

MONIQUE L ROCCHILD
MY COMMISSION EXPIRES 05-18-2028
NOTARY PUBLIC
COMM # HH 500949
STATE OF FLORIDA

☒ who is personally known to me or

☐ who has produced _____ as identification.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS 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 the City of Pinellas Park

   by Wendell Gaertner
   (Print individual's name and title)

   for Public Resources Advisory Group Inc
   (Print name of entity submitted sworn statement)

   whose business address is:
   150 Second Avenue N., Ste. 400

   St. Petersburg, FL 33701

   and (if applicable) its Federal Employer Identification Number (FEIN) is 13-3266119

   (If the entity has not 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 any 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 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime, or
   2. 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 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 Statutes, 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 and which bids or applies to bid on contract 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. 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)

X 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 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 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 Officer 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 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 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.

Wendell Gaertner
Signature

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25TH day of JUNE, 2024, by Wendell Gaertner
(Name of person acknowledging)

Who is personally known to me or who has produced _____
(Type of Identification)
as identification

NOTARY PUBLIC Monique L. Rocchild

MONIQUE L. ROCCHILD MY COMMISSION EXPIRES 05-18-2028 NOTARY PUBLIC COMM. # HH 500949 STATE OF FLORIDA

(NOTARY SEAL)

MY COMMISSION EXPIRES May 18, 2028

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

By this agreement, Public Resources Advisory, Group, Inc hereinafter "Contractor," agrees, for a specific consideration, the receipt and sufficiency of which are hereby acknowledged, to indemnify and hold harmless the City of Pinellas Park, and 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 conduct of Contractor and other persons employed or utilized by Contractor in the performance of RFP 24.002 – Financial Advisor Services.

Under no circumstances shall any of the provisions of this agreement be deemed to waive the requirements and limitations of Florida Statute §768.28, as such applies to the City of Pinellas Park, Florida, a Florida municipal corporation.

Wendell Gaertner
Signature of Authorized Officer

Wendell Gaertner
Name of Authorized Officer

Senior Managing Director
Title of Authorized Officer

6/25/24
Date

ACKNOWLEDGEMENT OF ADDENDA

Addenda may be issued to this solicitation, any such addendum will be posted on Demandstar.com. It is the respondent's responsibility to periodically check the website for any addendum which may have been issued. The Addendum Acknowledgement must be submitted with the response.

Addendum No. No addendum received Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

CERTIFICATION OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS
FLORIDA STATUTE §787.06(13)

Vendor Name: PUBLIC RESOURCES ADVISORY GROUP, INC.

Vendor FEIN: 13-3266119

Address: 150 SECOND AVE. N., STE. 400

City: ST. PETERSBURG **State:** FL **Zip:** 33701

Phone Number: 727-822-3339

Email Address: WGAERTNER@PRAGADVISORS.COM

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity named below ("Entity"), hereby attests under penalty of perjury that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

As the officer or representative of the company, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use 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 towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

The undersigned is authorized to execute this affidavit on behalf of Entity. Under penalties of perjury, I declare that I have read the foregoing document and the facts stated in it are true.

Wendell Gaertner
Authorized Vendor's Signature

Wendell Gaertner
Print Authorized Vendor's Name

Senior Managing Director
Print Authorized Vendor's Title

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or

☐ online notarization, this 23rd day of SEPTEMBER 2024,

By WENDELL GAERTNER .

(Name of person acknowledging)

Who is personally known to me or who has produced _____ as identification.

(Type of identification)

NOTARY PUBLIC Monique L. Rocchild

MY COMMISSION EXPIRES 5-18-2028

MONIQUE L. ROCCHILD
MY COMMISSION EXPIRES 05-18-2028
NOTARY PUBLIC
COMM. # HH 500949
STATE OF FLORIDA

(NOTARY SEAL)

Submissions must be in sealed packaging, unsealed submissions may be opened and discarded.

Include the name of the company submitting the proposal where requested.

To identify your submission as a "Sealed Proposal," cut along the border and affix this label to your sealed envelope.

SEALED PROPOSAL • DO NOT OPEN

SOLICITATION NO.: **RFP 24.002**
SOLICITATION TITLE: **FINANCIAL ADVISOR SERVICES**
SUBMISSION DUE: **10:00 A.M. EST ON WEDNESDAY, 26 JUNE 2024**

SUBMITTED BY: _____
(Name of Company)

DELIVER TO:

City of Pinellas Park
Purchasing Division
8000 60th St. N.
Pinellas Park, FL 33781

Addenda may be issued to this solicitation, any such addendum will be posted on Demandstar.com. It is the respondent's responsibility to periodically check the website for any addendum which may have been issued. The Addendum Acknowledgement must be submitted with the proposal.

FINANCIAL ADVISORY SERVICES AGREEMENT

THIS FINANCIAL ADVISORY SERVICES AGREEMENT ("Agreement"), made and entered into this 24th day of October, 2024 by and between, the City of Pinellas Park (hereinafter the "City" or "Pinellas Park"), and Public Resources Advisory Group, Inc. (hereafter "PRAG" or "Municipal Advisor") having its principal offices at 39 Broadway, Suite 1210, New York, New York 10006-2908.

RECITALS:

WHEREAS, PRAG is a nationally recognized financial advisor, and a registered Municipal Advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB") and a registered Investment Adviser under the Investment Adviser's Act of 1940; and

WHEREAS, The City has determined that it requires financial advisory services, including municipal advisory services, related to the issuance of debt and advice and service on a broad range of issues in the area of public finance related to the City; and

WHEREAS, The City has determined that PRAG is duly qualified to provide the financial and municipal advisory services desired by the City as defined herein; and

WHEREAS, This Agreement shall consist of this Agreement, the specifications of the City's Request for Proposal ("RFP") #24.002, any documents issued by Pinellas Park and collectively constituting the RFP and the proposal submitted by PRAG.

WHEREAS, PRAG is willing to provide such financial and municipal advisory services desired by the City; and

WHEREAS, during the term of this Agreement, the City will be PRAG's client and PRAG will have a fiduciary duty to the City when providing municipal advisory services;

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

ARTICLE 1. - SCOPE OF SERVICES

The City hereby engages PRAG to provide financial and municipal advisory services ("Financial Advisory Services") as detailed in Attachment "A" (attached hereto and incorporated herein by reference), and PRAG agrees to provide such Financial Advisory Services as requested by the City in accordance with this Agreement. The City and PRAG shall mutually agree as to the method and manner of performing the services described herein; provided however, PRAG shall not at any time undertake any Financial Advisory Services unless specifically requested or authorized by the City.

ARTICLE 2. – COMPENSATION

A. Transactional Fees for Debt Related Services

For services in connection with the future issuance of debt, the City shall compensate PRAG based on the following schedule:

Minimum fee (bank loan)	$20,000
Minimum fee (municipal securities)	$25,000

Fee per $1,000 of debt issued (per series)	
First $50 million	$1.00
Next $25 million	$0.90
Next $25 million	$0.70
Amounts Over $100 million	$0.60

PRAG would apply the same transactional fee structure for bond issues or bank loans and competitive or negotiated bond sales. PRAG's transactional fees will remain constant through the term of the Agreement and any extensions exercised by the City. Our fees and expenses for debt transactions will be invoiced upon the closing of the transaction. If a transaction does not close, no transactional fee would be owed to PRAG.

B. Hourly Fees for Consulting Services as Directed

Specific consulting services, special projects or non-bond (or non-loan) services, as requested by the City, will be billed at the hourly rates shown below:

Title	Hourly Rate
Senior Managing Director	$300
Managing Director	$250
Vice President	$190
Assistant Vice President/Associate	$170

PRAG is willing to negotiate special fee arrangements for special projects which may arise during the term of the Agreement or quote estimated or not-to-exceed fees for consulting projects once the project scope is defined. PRAG bills in quarter hour increments for hourly services. Fees for non-transactional consulting services will be invoiced monthly in arrears or at the conclusion of the project as agreed upon by the City and PRAG. PRAG does not bill for clerical and administrative time. PRAG does not invoice for communications (in-person, phone or email) concerning general questions and issues.

PRAG's hourly fees would remain constant through the initial term of the agreement with the City, with a 3.0% increase thereafter for any extension exercised by the City.

C. Out of Pocket Expenses

In addition to the Compensation above, PRAG shall be paid for its reasonable and necessary travel expenses outside of the State of Florida. Additional expenses shall include, but not be limited to, costs of, communication and deliveries incurred in connection with the services pertaining to this Agreement, which will be reimbursable allowed by Florida State Statue 112.061; provided, however, such expenses shall be payable only to the extent that PRAG provides reasonable documentation of such expenses ("Expenses"). PRAG will waive all out-of-pocket expenses related to this engagement within the State of Florida, including travel, meals, and parking.

D. Invoices

The City hereby agrees to pay all proper invoices for the Compensation for the Financial Advisory Services and Expenses as set forth in this Agreement within 30 days of receipt of said invoices. PRAG shall retain and maintain accurate records and documents relating to the performance of services under this Agreement for a minimum of five (5) years from the date the service is provided and shall make such records and documents available for inspection and audit by the City within five (5) days after the City's

request for inspection and audit.

ARTICLE 3. - KEY PERSONNEL

It is anticipated that Natalie Sidor, Senior Managing Director, will be in charge of this engagement; provided however, Molly Clark, Senior Managing Director and Mickey Johnston, Senior Managing Director, will assist by providing transactional, technical and quantitative support and Wendell Gaertner, Senior Managing Director, will provide general project oversight, supervision, and support. To the extent necessary or appropriate, other professionals employed at PRAG may work on this engagement. PRAG will endeavor to employ or assign, as the case maybe, professionals who are cost-effective in performing the work required by the City for this engagement.

ARTICLE 4. - INDEPENDENT CONTRACTOR

PRAG shall perform its services as an independent contractor in accordance with the terms of this Agreement, its own methods, applicable laws and regulations and the highest industry standards.

ARTICLE 5. - TERM

Except to the extent of an irreconcilable conflict of interest, either party may terminate this Agreement upon a minimum 30 days written notice to the other via U. S. Mail, overnight delivery or email (for all, notice shall be deemed given on the date sent). Otherwise, this Agreement shall be effective as of its date of execution noted above and continue for a period of five (5) years unless terminated pursuant to this Article or extended by the mutual written agreement of both parties' and notice shall be given in the same manner as noted above. If this Agreement has not been terminated as provided above, the City shall have the right to two (2) extensions of this Agreement for two (2) years each period. The City shall notify PRAG in writing a minimum 30 days prior to the expiration of the initial term and 30 days prior to the expiration of each extension if the City so chooses to exercise its right to that extension.

This Agreement may be terminated for any other reason by either party with thirty (30) days prior written notice to the other party at the principal addresses as hereinabove specified in Article 10 below. Upon receipt of such written notice from the City, PRAG shall immediately cease work on any and all matters, unless otherwise directed in writing by City. PRAG agrees to transmit to the City any and all material prepared, developed or obtained under the Agreement in PRAG's possession within thirty (30) days of receipt of written notice of termination.

ARTICLE 6. - ASSIGNMENT AND SUBCONTRACTING

This Agreement shall not be assigned, nor duties subcontracted by PRAG without the prior written approval of the City.

ARTICLE 7. - COMPLIANCE WITH CONTROLLING LAW

PRAG shall comply with all applicable laws, orders and codes of the federal, state and local governments as they pertain to this Agreement.

The laws of the State of Florida shall govern and control the terms and conditions of this Agreement in the event of a breach of this Agreement.

ARTICLE 8. – HEADINGS

All article headings are inscribed for convenience only and shall not affect the construction or interpretation of this Agreement.

ARTICLE 9. - NON-DISCRIMINATION

In the performance of the contract PRAG will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including, but not limited to blindness, unless it is shown by PRAG that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States.

ARTICLE 10. - NOTICES

Any written notices will be sent to the following addresses:

A) To PRAG:

Attn: Natalie Sidor, Senior Managing Director
150 Second Avenue N, Suite 400
St. Petersburg, FL 33701
Email: nsidor@pragadvisors.com

B) To the City:

Attn: Kelly Schrader, Finance Administrator
5141 78th Avenue North
Pinellas Park, FL 33781
Email: kschrader@pinellas-park.com

ARTICLE 11. MANDATORY DISCLOSURES:

PRAG agrees to provide to the City disclosures required by Municipal Securities Rulemaking Board ("MSRB") Rule G-42 and Rule G-10 (the "Disclosures"), which are attached hereto as Attachment "B". PRAG agrees to promptly amend or supplement the Disclosures to reflect any material changes or additions, which shall be delivered to the City and incorporated by reference as of the date thereof into this Agreement to the same extent as if set forth herein.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed at the place and as of the date hereinabove first written.

PUBLIC RESOURCES ADVISORY GROUP, INC.

WITNESS:

By: _____

Wendell G. Gaertner, Senior Managing Director

CITY OF PINELLAS PARK

WITNESS:

By _____

APPROVED AS TO FORM AND CORRECTNESS:

_____

CITY ATTORNEY
CITY OF PINELLAS PARK

ATTACHMENT "A"

SCOPE OF SERVICES

PRAG shall provide financial advisory services to the City, including, but not limited to, the following services. Financial advisory services shall include services for debt transactions and consulting, non-debt and special projects.

- Review existing debt structure and financial resources to determine available borrowing capacity and refinancing options including refinancing opportunities.
- Recommend appropriate financial structure for proposed projects.
- Prepare and present workshops on financial matters, including formation of financial options and alternatives analysis on financial matters.
- Assist the City in the preparation of cash flow forecasts for proposed issues, addressing debt service requirements and funding sources.
- Provide advice on terms and features of bonds, both public offering and direct placement "bank loans"; timing and marketing of bond issues, market conditions as they relate to future sales.
- Advise on benefits of negotiated versus competitive bid sales for each bond issue.
- Review and comment on the preliminary official statement and final official statement in conjunction with bond and disclosure counsels and the City.
- Arrange for wide distribution of the official statement to bond underwriters on competitive sale transactions.
- Consult, as needed, with City staff regarding various financing options or concerns.
- Assist the City in obtaining the highest possible credit rating.
- Assist the City with bid opening on competitive sale transactions, and as applicable, to advise on bond market conditions, compute the accuracy of bids received, and prepare formal recommendation on acceptability of preferred offer.
- Assist the City in the preparation of and soliciting underwriter proposals in a negotiated offering.
- Assist the City with monitoring the progress of a negotiated sale on the day of pricing, and as applicable, advise regarding market conditions and acceptability of the offer.
- Assist with bond closings and coordinate printing, signing, and delivery of bond documents.
- Assist in selecting paying agents and other financial intermediaries as necessary.
- Advise the City on proposed and actual changes in tax laws and financial market developments that could affect City bond financing plans.
- Attend City Council meetings and other scheduled City meetings as requested, with reasonable advance notice.
- Provide expert testimony at validation hearings.
- Work with counsel on transactions.
- Assistance with the preparation of written policies for debt, derivatives, and other finance related areas.
- Assist with the preparation of an Investment Advisor RFP and the evaluation of responses.
- Other specific consulting projects and finance related tasks as requested by the City.

ATTACHMENT "B"

Disclosure of Conflicts of Interest and Legal or Disciplinary Events (G-42)
Pursuant to Municipal Securities Rulemaking Board ("MSRB") Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to the City which include, among other things, conflicts of interest and any legal or disciplinary events of Public Resources Advisory Group, Inc. ("PRAG") and its associated persons. Accordingly, PRAG makes the following general disclosures with respect to conflicts of interest as of September 17, 2024.

Conflicts of Interest (G-42)
Compensation-Based Conflicts: PRAG's compensation may include a single or a variety of fee structures. Each of these arrangements may create a conflict as defined by MSRB Rule G-42. PRAG's fees may be based on the size of the issue, and the payment of such fees may be contingent upon the delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present a potential conflict of interest because it could create an incentive for PRAG to recommend unnecessary financings or financings that are disadvantageous to the City.

PRAG may also charge fees in a fixed amount as a retainer for services or as a transaction fee, and this arrangement could provide PRAG an incentive to recommend less time-consuming alternatives or fail to do a thorough analysis of the alternatives. In addition, fees may be paid based on hourly fees of PRAG's personnel, with the aggregate amount equaling the number of hours worked by such personnel times agreed-upon hourly billing rate(s). This presents a potential conflict of interest because PRAG may have the incentive to spend more time than necessary on an engagement. If the hourly fees are subject to a maximum amount, the potential conflict of interest arises because of the incentive for PRAG to fail to do a thorough analysis of alternatives and/or recommend alternatives that would be less time-consuming for PRAG staff.

Other Municipal Advisor Relationships: PRAG serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the City. For example, PRAG serves as municipal advisor to other nearby local governments, including Pinellas County and the City of Clearwater, and, in such cases, owes a regulatory duty to such other clients just as it does to the City. These other clients may, from time to time and depending on the specific circumstances, have interests that compete with those of the City. In acting in the interests of its various clients, PRAG could potentially face a conflict of interest arising from these competing client interests.

PRAG mitigates such conflicts through its adherence to its fiduciary duty to the City, which includes a duty of loyalty to the City in performing all municipal advisory activities. This duty of loyalty obligates PRAG to deal honestly and with the utmost good faith with each governmental entity and to act in its best interests without regard to PRAG's financial or other interests.

Disclosure of Legal or Disciplinary Events (G-42)
In September 2024 Public Resources Advisory Group, Inc. agreed to a settlement with the SEC of matters relating to failure to maintain and preserve text communications. The Settlement Order is available at https://www.sec.gov/files/litigation/admin/2024/34-101046.pdf. The Form MA filing will be publicly available upon its acceptance by the SEC and will be electronically accessible at https://www.sec.gov/edgar/browse/?CIK=1612223.

Other Required Disclosure (G-10)
The MSRB website at www.msrb.org, includes the Municipal Advisory client brochure that describes the protections that may be provided by the MSRB Rules and how to file a complaint with an appropriate regulatory authority.

CITY OF



PINELLAS PARK

• SIMPLY CENTERED •

RFP 24.002
Financial Advisor Services

Finance Contract

NOTICE
REQUEST FOR PROPOSAL 24.002
FINANCIAL ADVISOR SERVICES

Notice is hereby given that the City of Pinellas Park Finance Department is soliciting proposals from Florida licensed professionals to provide Financial Advisor Services to the City. The Financial Advisor will assist the City in developing, implementing, and maintaining strategies to meet its capital financing needs.

Sealed proposals shall be delivered to the City of Pinellas Park, Purchasing Division, 8000 60th Street North, Pinellas Park, FL 33781 no later than **10:00 A.M. EST on Wednesday, 26 June 2024**. The City of Pinellas Park assumes no responsibility for the timely delivery of responses, proposals received after the stated time and date, as well as unsealed proposals, will not be accepted.

All proposers must submit one **(1)** unbound, single-sided original and five **(5)** bound copies of the proposal.

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.

Communication between a respondent and the City shall be communicated through the City of Pinellas Park Purchasing Division at *Purchasing@Pinellas-Park.com*.

Ex parte communication may be grounds for disqualifying the offending respondent from consideration including any future solicitation.

Please address all questions regarding this project to Purchasing@Pinellas-Park.com no later than **10:00 A.M. EST on Wednesday, 16 June 2024.**

SCOPE OF SERVICE

The Financial Advisor shall provide a full scope of financial advisor services and demonstrate experience in preparing and marketing bond issues. The qualified professionals employed by the Financial Advisor shall maintain current certifications, certificates, and licenses as required for Services provided to the City.

Financial Advisor Services required by the City of Pinellas Park include, but are not limited to, the following:

- Review existing debt structure and financial resources to determine available borrowing capacity and refinancing options including refinancing opportunities.
- Recommend appropriate financial structure for proposed projects.
- Prepare and present workshops on financial matters, including formation of financial options and alternatives analysis on financial matters.
- Assist the City in the preparation of cash flow forecasts for proposed issues, addressing debt service requirements and funding sources.
- Provide advice on terms and features of bonds, both public offering and direct placement "bank loans"; timing and marketing of bond issues, market conditions as they relate to future sales.
- Advise on benefits of negotiated versus competitive bid sales for each issue.
- Assist the City in preparation of an official statement in conjunction with bond and disclosure counsels and the City.
- Arrange for the widest possible distribution of the official statement to bond underwriters and potential investors on competitive sale transactions.
- Consult, as needed, with City staff regarding various financing options or concerns.
- Assist the City in obtaining the highest possible credit rating.
- Assist the City with bid opening on competitive sale transactions, and as applicable, to advise on bond market conditions, compute accuracy of bids received, and prepare formal recommendation on acceptability of preferred offer.
- Assist the City in the preparation of soliciting underwriter proposals in a negotiated offering.
- Assist the City with monitoring the progress of a negotiated sale on the day of pricing, and as applicable, advise regarding market conditions and acceptability of the offer.
- Assist with bond closings and coordinate printing, signing, and delivery of bond documents.
- Assist in selecting paying agents and other financial intermediaries as necessary.
- Advise the City on proposed and actual changes in tax laws and financial market developments that could affect City bond financing plans.
- Attend City Council meetings and other scheduled City meetings as requested, with reasonable advance notice.
- Provide expert testimony at validation hearings.
- Work with counsel on transactions.
- Assistance with the preparation of written policies for debt, derivatives, and other finance related areas.
- Other specific consulting projects and finance related tasks as requested by the City.

PROPOSAL OUTLINE

Table of Contents

The proposal should include a clear and complete identification of the materials submitted using tabs and page numbers for clear referencing.

Proposal Format

1. **Letter of Transmittal**

   Provide a brief letter of transmittal that includes the following information:

   a. The proposer's understanding of the work to be performed.
   b. A positive commitment to perform the service with the time period specified.
   c. The names of key persons who will be the main contacts for the City.
   d. Provide a statement of assurance that the firm is not presently in violation of any statutes or regulatory rules that may impact the firm's operation, including those of the Securities and Exchange Commission, Municipal Securities Rulemaking Board, National Association of Securities Dealers, etc.

2. **Qualifications, Availability, and Ability to Communicate Effectively**

   Proposers must be registered with the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB).

   a. Provide a statement of qualifications, abilities, experience and expertise in providing the requested services.
      i. A description of what qualifies, financial and otherwise, to provide the City with these services for the required period of time, provide appropriate staffing, provide necessary resources, and show a history of demonstrated competence.
      ii. A description of resources available to your firm such as access to market information, personnel with specialized knowledge, and legal expertise in the governmental (including tax exempt) field.
   b. Identify key persons to be responsible for this contract, primary and backup.
      i. Provide resumes detailing education and experience.
      ii. Highlight experience related to service in a financial advisory role for a Florida governmental agency.
      iii. Indicate notable achievements such as books or articles written, memberships, and offices held in professional organizations and outstanding accomplishments.
   c. Provide your firm's financial information for the most recent fiscal year – not limited to a balance sheet, statement of operations and statement of changes in financial position or cash flow statement as applicable. Note: For a S-Corporation a letter providing financial adequacy and solvency of the firm may be submitted, however such letter may not be recognized at the same level of significance as the information other firms may provide.
   d. Indicate the capability of firm to hold harmless, indemnify and defend the City of losses, costs, and expenses arising from liability claims resulting from alleged negligence of firm, it's officers, employees and subcontractors; describe liability insurance coverage carried by firm.

3. **Experience**
    a. Describe Firm's national, statewide, and local service capabilities.
    b. Describe Firm's experience in serving as a financial advisor to local municipalities.
    c. Describe Firm's experience dealing with major rating agencies during the past two (2) years, including the extent to which governmental clients were involved.
    d. Current clients and references.
        i. Provide a list of current municipal clients within the State of Florida, the dollar amount of issues or other financing for respective client, and date(s) services were provided.
        ii. References – Identify a minimum of three (3) references in the current clients list and include contact person's names, phone numbers, e-mail addresses, and mailing addresses.

4. **Demonstrated Knowledge**
    a. Explain the general financial character and environment currently impacting Florida municipalities.
    b. Describe innovations your firm has developed or been involved related to tax-exempt security issues – outlining the problem, solution, and results.
    c. For a potential proposed project, explain the firm's approach to the following:
        i. Indicate the steps your firm would follow in developing a financial plan and the corresponding duties and responsibilities the firm would assume.
        ii. Describe the technical and legal support services available to your firm and how they would be utilized in the formulation of the financing plan.
        iii. Indicate the extent to which your firm would consider alternatives to traditional municipal bonds in developing the financial plan; describe in detail your firm's related experience, identify firm members and other personnel involved in successfully designing and implementing alternative financing for municipal clients.
        iv. Describe typical circumstances under which the firm would recommend competitive versus negotiated sales of debt issues. Indicate the role your firm would play as financial advisor under each method of sale. Describe your firm's experience with each method of sale.
        v. Indicate the activities your firm would undertake in facilitating the sale and marketing of the City's debt issue. Describe in detail related experience with such activities.
        vi. Describe the duties and responsibilities the firm would perform and assume in a refunding operation for purposes of refinancing the City's existing debt. Indicate the firm's experience in this area.

5. **Fees for Services**

The cost portion of the proposal should include the following element:

    a. Describe the firm's proposed fee schedule for the requested services and for various alternative financing methods. Indicate the impact on the fee structure of a competitive sale versus a negotiated sale.
    b. Consulting services may be requested in situations that do not involve a debt issue. Explain how the firm would bill for such services, including a proposed billing procedure and rates. The names of key persons who will be the main contacts for the City.
    c. Indicate the firm's policy regarding out-of-pocket and/or indirect cost expenses; if such expenses would be reimbursable from the City, itemize the types of expenses and basis of billing by expense type.

d. A listing of any and all additional charges not specifically identified herein.
e. Provide a complete listing of any convictions or fines incurred by the firm or any of its principals for violations of any state or federal law within the past three (3) years. Identify firm's executives who have current claims or who have participated in litigation against the City of Pinellas Park while with another firm.

Evaluation Criteria

Firms desiring consideration should fully respond to the following items. The City reserves the right to include any, all, or none of the listed items or services in any agreement resulting from this RFP. Please provide all the information required in the following sections 1–5.

1. Qualifications and Availability: (20 Points)
   a. Qualifications and availability of key personnel to be assigned to the City (Tab 2).

2. Ability to Communicate Effectively: (20 Points)
   a. Ability to communicate complex financial concepts to technical and non-technical audiences effectively, as demonstrated by the firm's proposal (Tab 2).

3. Experience: (20 Points)
   a. Experience with credit rating services, financial institutions, investors, and municipal bond credit enhancers (Tab 3).

4. Demonstrated Knowledge: (30 Points)
   a. Demonstrate knowledge of the general financial character and environment currently impacting Florida municipalities, and experience servicing local governments in Florida including references (Tab 4).

5. Fees for Services: (10 Points)
   a. The firm's proposed fee schedule for the requested services and for various alternative financing methods (Tab 5).

GENERAL INSTRUCTIONS

Anti-Discrimination: That Contractor, for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenants and agrees that:

a. No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

b. No employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Agreement.

Antitrust Violations: Denial Or Revocation Under Section 287.137, Florida Statutes: Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

Applicable Law and Venue: Contract(s) resulting from this RFP and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., if applicable, for any terms and conditions not specifically stated in this solicitation and resulting agreement. Venue for any court action allowed by this agreement shall be in the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida, or in the Middle District of Florida, United States District Court, Tampa Division.

Contractor agrees that it will comply with all federal, state, and local laws and regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this solicitation and resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

Awards: The City reserves the right to cancel the solicitation, reject any and all responses, or waive any irregularity or technicality in submittals received, that serves in the best interest of the City. The City reserves the right to not make any award(s) under this solicitation.

Compliance with Grants, Laws and Regulations: Contractor agrees that it will comply with all grant requirements in addition to all federal, state, and local laws and regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this solicitation and resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

Conflict of Interest: Any entity submitting a bid, proposal, qualifications or entering a contract with the City shall disclose any relationship that may exist between the contracting entity and a City Employee. The relationship with a City Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, or grandchild.* The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a City approved form. Failure to submit the form will be cause for rejection of the bid or proposal.

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 provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Environmental and Social Government and Corporate Activism: Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a Contractor based on social, political or ideological interests such as:

a. The Contractor's political opinions, speech, or affiliations;
b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
c. The Contractor's lawful ownership of a firearm;
d. The Contractor's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
f. The Contractor's support of the state or Federal Government in combatting illegal immigration, drug trafficking, or human trafficking;
g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described in this paragraph;
h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law:
    1. Environmental standards, including emissions standards, benchmarks, requirements, or disclosures;
    2. Social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice;
    3. Corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or
    4. Policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

Contractors are also prohibited from giving preference to subcontractors based on the above referenced factors. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

E-Verify: The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (OHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (5)(c)1, and the City's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The City reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the City develop a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

Foreign Gifts and Contracts: The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 286.101 (7)(c), Florida Statutes: "In addition to any fine assessed under [§ 286.101 (7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.

Florida Division of Corporations: To conduct business in the State of Florida, proposers must be registered with the Florida Division of Corporations. Register at https://dos.myflorida.com/sunbiz/ and *include verification of registration with the proposal.*

Indemnification: Contractor shall indemnify and hold harmless the City and its commissioners, officers, employees and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the professional and other persons employed or utilized by the professional in the performance of the contract.

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 its 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.

Insurance: Include proof of insurance evidencing insurance coverages with the proposal. Contractor's insurance shall be primary. The City shall be named as an additional insured for both General Liability and Automobile Liability. The awarded firm shall maintain the following limits of insurance during the term duration of this agreement.

General Liability
Each Occurrence $2,000,000
Products Completed/Operations Aggregate $1,000,000

Personal and Advertising Injury $1,000,000
General Aggregate $2,000,000
Combined Single Limit $1,000,000

Automobile Liability – Combined Single Limit $1,000,000

Worker's Compensation as required by the State of Florida
Each accident $100,000
Each Disease – Each employee $100,000 Each disease – policy limit $500,000

Professional Liability Insurance
$1,000,000 per occurrence
$2,000,000 aggregate combined single limit
$5,000 maximum deductible per claim

The policy shall cover the firm, all employees, and/or volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by contractor.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida. The insurance policies procured shall be "Claims Made" policies or as generally available on the open insurance market.

The insurance carriers shall supply Certificates of Insurance evidencing such coverage to the City of Pinellas Park Risk Management Department prior to the execution of this agreement.

The insurance companies selected shall send written verification to the City of Pinellas Park Risk Management Division that they will provide 30 days written notice to the City of Pinellas Park Department of Risk Management of its intent to cancel or terminate.

Interpretations: No oral interpretations will be made to any contractor as to the meaning of the RFP documents. Every request for such an interpretation shall be made in writing, addressed and forwarded to City of Pinellas Park at Purchasing@Pinellas-Park.com on or before the question-and-answer period closes. The City shall not be responsible for oral interpretations given by any City employee. Every interpretation made to contractors will be in the form of an addendum, which if issued, will be released through Demandstar.com. All such addenda shall become part of the RFP documents. Further, it shall be the responsibility of each contractor, prior to submitting their proposal, to contact City of Pinellas Park's Purchasing Division at Purchasing@Pinellas-Park.com to determine if addenda were issued and to make such addenda part of the proposal.

Non-Collusion: By offering a response to this RFP, the proposer certifies it has not divulged to, discussed or compared its competitive proposal with other proposers and has not colluded with any other proposers or parties to this competitive solicitation whatsoever. In addition, the proposer certifies, and in the case of a joint competitive proposal, each party thereto certifies as to its own organization, in connection with the competitive proposal.

Non-Discrimination: City of Pinellas Park will not knowingly do business with vendors or contractors who discriminate based on race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the City, contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the City's Title VI/Nondiscrimination Coordinator through the office of the City Attorney.

Opening Location: Proposals must be received by the Purchasing Division at 8000 60th St. North, Pinellas Park, FL 33781 on or before the closing hour and date listed in the RFP.

Prohibited Telecommunications Equipment: Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. By executing this Agreement, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Agreement. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 48 CFR § 52.204-25(d)(2) to City.

Prohibition on Gratuities and Kickbacks: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or any solicitation or proposal thereof. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor or any person associated therewith, as an inducement of the award of a subcontract or order. The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore. The Contractor hereby certifies that prices the city agreed to are fair and proper and are not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Contractor or any other parties and interest.

Public Access: Contractor shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. Contractor shall provide the public with access to public records on the same terms and conditions that the City would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. Contractor shall meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

Any portion of the submitted proposal which is asserted to be exempt from disclosure under Chapter 119, Florida Statutes, shall be clearly marked "exempt", "confidential", or "trade secret" (as applicable) and shall also contain the statutory basis for such claim on every page. Pages containing trade secret shall be marked "trade secret as defined in Section 812.081, Florida Statutes". Failure to segregate and identify such portions shall constitute a waiver of any claimed exemption and the Agency will provide

such records in proposal to public records requests without notifying the proposer. Designating material simply as “proprietary” will not necessarily protect it from disclosure under Chapter 119, F.S. An entire proposal should not be considered trade secret.

Public Entity Crimes: Pursuant to Florida Statutes Section 287.133(2)(a), all Contractors are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); 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 Contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently $35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, 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.

Regulations: It shall be the responsibility of Contractor to assure compliance with Federal or State of Florida rules, regulations, ordinances, or other requirements, as each may apply.

Right to Protest: Any actual or prospective responding contractor who is aggrieved in connection with a competitive selection process may protest per the terms of Pinellas Park Administrative Regulation 13.43(L). The protest shall be submitted to the appropriate party in writing within seven (7) calendar days after the proposer knows or should have known of the facts giving rise to the protest.

Scrutinized Companies Lists: Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287 .135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

Sealed Submittals and Envelope Markings: All proposals shall be submitted in a sealed envelope or box. The outside of the envelope shall be clearly marked with proposer’s name, return address, RFP number and title, and date and time of opening.

Suspension and Debarment: City of Pinellas Park will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). Contractors agree to comply with the requirements of 2 C.F.R. pt. 180, subpart C, and 2 C.F.R. pt. 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Termination by the City: The City reserves the right to terminate a contract by giving 30-days notice, in writing, of the intention to terminate, if at any time Contractor fails to abide by or fulfill any of the terms and conditions of the contract. The City also reserves the right to terminate the contract for convenience of the City and/or with or without cause by giving 30-days notice.

PROPOSAL CHECKLIST

The following checklist is included to help ensure that you include all the submittals necessary to complete a thorough evaluation of the proposal.

Items are checked if they are required with the proposal or if they must be on file prior to award. Additional documentation may be requested by the City to ensure contract compliance.

✓	DESCRIPTION OF SUBMITTAL	PAGE	SUBMIT WITH PROPOSAL	SUBMIT PRIOR TO AWARD
	E-Verify Registration	7	✓	
	Florida Division of Corporations Registration (Sunbiz)	8	✓	
	Proof of Insurance	8	✓	
	Proposal Cover Sheet	14	✓	
	Firm Information	15	✓	
	Relationship Disclosure	17	✓	
	Public Entity Crimes Statement	19	✓	
	Indemnification and Hold Harmless Agreement	21	✓	
	Addenda Acknowledgement	22	✓	
	Certificate of Insurance			✓
	W-9			✓

RFP 24.002 PROPOSAL COVER SHEET

Financial Advisor Services

(Company Name)

(Business Address)

(City, State, Zip Code)

(Telephone Number)

(Email Address)

(Title of Authorized Officer)

(Print/Type Name of Authorized Officer)

(Signature of Authorized Officer)

(Date)

Please complete this form & attach it to the front of your proposal

FIRM INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name	
Address	
Contact Name	
Title	
Phone	
Email	

1. How many years has your organization provided these services? _____

2. List any applicable State of Florida Registration Number(s): _____

3. List government agencies and private firm(s) with whom you have completed similar work:

   Agency/Firm Name: _____

   Address: _____

   Contact Name: _____ Title: _____

   E-Mail: _____ Phone: _____

   Services Provided: _____

   Dates of Service: _____

   Agency/Firm Name: _____

   Address: _____

   Contact Name: _____ Title: _____

   E-Mail: _____ Phone: _____

   Services Provided: _____

   Dates of Service: _____

Agency/Firm Name: _____

Address: _____

Contact Name: _____ Title: _____

E-Mail: _____ Phone: _____

Services Provided: _____

Dates of Service: _____

DISCLOSURE OF RELATIONSHIPS

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement must be submitted in response to RFP 24.002.

2. This sworn statement is submitted by: _____
(Name of entity submitting Statement)

whose business address is:

_____

_____

and its Federal Employer Identification Number (FEIN) is _____

3. My name is _____
(Please print name of individual signing)

and my relationship to the entity named above is _____

4. I understand that an "affiliate" as defined means:

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a City employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister- in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this 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, have any relationships with any City employee.

_____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 management of the entity have the following relationships with a City employee:

Name of Affiliate	Name of Employee	Relationship or entity

_____

(Signature)

_____

(Date)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 2024,

by _____
(Name of person making statement)

_____

(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

☐ who is personally known to me or

☐ who has produced _____as identification.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS 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 the City of Pinellas Park

   by_____
   (Print individual's name and title)

   for_____
   (Print name of entity submitted sworn statement)

   whose business address is:

   _____

   _____

   and (if applicable) its Federal Employer Identification Number (FEIN) is_____

   (If the entity has not 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 any 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 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime; or
   2. 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 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 Statutes, 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 and which bids or applies to bid on contract 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. 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 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 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 Officer 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 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 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.

_____

Signature

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online

notarization, this _____day of _____, 2024, by _____,
(Name of person acknowledging)

Who is personally known to me or who has produced _____
(Type of Identification)

as identification.

NOTARY PUBLIC_____ **(NOTARY SEAL)**

MY COMMISSION EXPIRES_____

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

By this agreement, _____, hereinafter "Contractor," agrees, for a specific consideration, the receipt and sufficiency of which are hereby acknowledged, to indemnify and hold harmless the City of Pinellas Park, and 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 conduct of Contractor and other persons employed or utilized by Contractor in the performance of **RFP 24.002 – Financial Advisor Services**.

Under no circumstances shall any of the provisions of this agreement be deemed to waive the requirements and limitations of Florida Statute §768.28, as such applies to the City of Pinellas Park, Florida, a Florida municipal corporation.

_____

Signature of Authorized Officer

_____

Name of Authorized Officer

_____

Title of Authorized Officer

_____

Date

ACKNOWLEDGEMENT OF ADDENDA

Addenda may be issued to this solicitation, any such addendum will be posted on **Demandstar.com**. It is the respondent's responsibility to periodically check the website for any addendum which may have been issued. The Addendum Acknowledgement must be submitted with the response.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Submissions must be in sealed packaging, unsealed submissions may be opened and discarded.

Include the name of the company submitting the proposal where requested.

To identify your submission as a "Sealed Proposal," cut along the border and affix this label to your sealed envelope.

SEALED PROPOSAL • DO NOT OPEN

SOLICITATION NO.: **RFP 24.002**
SOLICITATION TITLE: **FINANCIAL ADVISOR SERVICES**
SUBMISSION DUE: **10:00 A.M. EST ON WEDNESDAY, 26 JUNE 2024**

SUBMITTED BY: _____
(Name of Company)

DELIVER TO:

City of Pinellas Park
Purchasing Division
8000 60th St. N.
Pinellas Park, FL 33781

Addenda may be issued to this solicitation, any such addendum will be posted on Demandstar.com. It is the respondent's responsibility to periodically check the website for any addendum which may have been issued. The Addendum Acknowledgement must be submitted with the proposal.

PRAG

Response to Request for Proposal 24.002
Financial Advisor Services

City of Pinellas Park

CITY OF PINELLAS PARK
• SIMPLY CENTERED •

Submitted by:

PRAG

Public Resources Advisory Group, Inc.

Project Supervisor:

Wendell Gaertner

Senior Managing Director
727-822-3339 (phone)
150 Second Avenue North, Suite 400
St. Petersburg, FL 33701
wgaertner@pragadvisors.com

Co-Project Manager:

Natalie Sidor

Senior Managing Director
727-822-3339 (phone)
150 Second Avenue North, Suite 400
St. Petersburg, FL 33701
nsidor@pragadvisors.com

Co-Project Manager:

Molly Clark

Senior Managing Director
727-822-3339 (phone)
150 Second Avenue North, Suite 400
St. Petersburg, FL 33701
mclark@pragadvisors.com

PRAG

Disclosure of Conflicts of Interest and Legal or Disciplinary Events (G-42)

Pursuant to Municipal Securities Rulemaking Board ("MSRB") Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, among other things, conflicts of interest and any legal or disciplinary events of Public Resources Advisory Group, Inc. ("PRAG") and its associated persons. Accordingly, PRAG makes the following general disclosures with respect to conflicts of interest.

Conflicts of Interest (G-42)

Compensation-Based Conflicts: PRAG's compensation may include a single or a variety of fee structures. Each of these arrangements may create a conflict as defined by MSRB Rule G-42. PRAG's fees may be based on the size of the issue, and the payment of such fees may be contingent upon the delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present a potential conflict of interest because it could create an incentive for PRAG to recommend unnecessary financings or financings that are disadvantageous to the client.

PRAG may also charge fees in a fixed amount as a retainer for services or as a transaction fee, and this arrangement could provide PRAG an incentive to recommend less time-consuming alternatives or fail to do a thorough analysis of the alternatives. In addition, fees may be paid based on hourly fees of PRAG's personnel, with the aggregate amount equaling the number of hours worked by such personnel times agreed-upon hourly billing rate(s). This presents a potential conflict of interest because PRAG may have the incentive to spend more time than necessary on an engagement. If the hourly fees are subject to a maximum amount, the potential conflict of interest arises because of the incentive for PRAG to fail to do a thorough analysis of alternatives and/or recommend alternatives that would be less time-consuming for PRAG staff.

Other Municipal Advisor Relationships: PRAG serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the City. For example, PRAG serves as municipal advisor to other municipal advisory clients, including Pinellas County and the City of Clearwater, and, in such cases, owes a regulatory duty to such other clients just as it does to the City. These other clients may, from time to time and depending on the specific circumstances, have interests that compete with those of the City. In acting in the interests of its various clients, PRAG could potentially face a conflict of interest arising from these competing client interests.

PRAG mitigates such conflicts through its adherence to its fiduciary duty to the client, which includes a duty of loyalty to the client in performing all municipal advisory activities. This duty of loyalty obligates PRAG to deal honestly and with the utmost good faith with each governmental entity and to act in its best interests without regard to PRAG's financial or other interests.

We have addressed potential conflicts in these situations by disclosing to all parties whom we represent, and holding discussions, analyses and e-mails with a particular client in confidence unless we are directed to send to other parties. If PRAG becomes aware of any additional potential or actual conflict of interest prior to, or during an engagement, PRAG will disclose the detailed information in writing within a timely manner.

Disclosure of Legal or Disciplinary Events (G-42)
PRAG has no legal or disciplinary events to disclose.

Other Required Disclosure (G-10)

The MSRB website at www.msrb.org, includes the Municipal Advisory client brochure that describes the protections that may be provided by the MSRB Rules and how to file a complaint with an appropriate regulatory authority.

PRAG

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PRAG

150 SECOND AVENUE NORTH, SUITE 400
ST. PETERSBURG, FL 33701
TEL: (727) 822-3339 | FAX: (727) 822-3502
PUBLIC RESOURCES ADVISORY GROUP

June 26, 2024

City of Pinellas Park
Purchasing Division
8000 60th Street North
Pinellas Park, FL 33781

To Whom It May Concern:

Public Resources Advisory Group, Inc. ("PRAG") is pleased to submit this proposal to serve as Financial Advisor to the City of Pinellas Park (the "City"). We believe the most important distinguishing features PRAG offers the City is our knowledge of and experience in the Tampa Bay area, both professionally and personally, with our Florida **office located in downtown St. Petersburg and our two Co-Project Managers as long-term residents of Pinellas County.** PRAG brings the City broad and relevant experience working with clients throughout the local area, including the **cities of Clearwater, Largo, Tampa, Safety Harbor and Treasure Island in addition to Pinellas, Hillsborough and Manatee counties.** PRAG fully understands the work to be performed and is committed to providing the requested scope of services to the City within the time period specified and with the utmost professional attention and service.

PRAG is an **independent, municipal advisory-only firm** and our only business is advising state and local governments, agencies, authorities, and non-profits both nationally and in Florida. PRAG does not engage in any form of underwriting, trading, marketing, or investing in any securities, nor does it have any affiliates that engage in these lines of business. While our independence, our singular focus on the municipal advisory business, and our presence in the market differentiate us from many firms, it **is our combination of personal attention, experience, knowledge, and the high-level analytical and communication skills of our senior level advisory team that will be most impactful to the City.**

PRAG's **senior level, team-based service delivery model** includes a Project Supervisor and two Co-Project Managers, all with substantial experience serving Florida clients similar to the City. Using this **model, we provide our clients enhanced analysis and responsiveness, as well as the attention of and access to multiple, local senior level advisors.** PRAG's Project Supervisor, Mr. Wendell Gaertner, is an authorized signatory of the Firm and will ensure the availability of resources and quality of work for the City. Ms. Natalie Sidor will be the primary contact for the City and will provide the requested services to the City, along with Ms. Molly Clark as Co-Project Managers. **We have implemented this team-based coverage model for other new clients, and they have been pleased with the seamless and efficient onboarding process.**

As a leader in the municipal advisory industry nationally and in Florida (ranked #2 for the past five years based on volume for long-term new issue municipal bonds according to Refinitiv), PRAG has the ability to provide the City a comprehensive scope of financial advisory services. We have a long history and excellent track record of providing municipal financial advisory services to Florida local governments. **Our Florida client base is large enough to provide a great deal of experience directly applicable to the City yet sized to ensure that the advisory team has sufficient time and capacity to provide prompt and high-quality financial advisory services to the City.**

PRAG strives to create value for our clients by leveraging the experience of our advisors, our presence in the municipal bond market, and our access to a full suite of technical and data resources, applied in an organized and methodical manner. Our ultimate goal is to help our clients meet their capital financing needs at the lowest possible cost by adding value during the up-front planning phase, throughout the entire financing process, and for special projects aside from specific financings within the context of our three-pronged advisory approach - strategic planning, implementation, and on-going financial management. **We act as a**

PRAG

partner and an extension of our clients' staff, providing customized advisory services based on our clients' specific needs and objectives. **We will also act as a partner and resource to the City and its consultants (i.e. Bryant Miler Olive, Nabors Giblin & Nickerson, Stantec)** in the evolution and implementation of its long-term strategic and capital plans. This active, ongoing engagement style adds efficiency and value to our client relationships.

Although it is beyond the scope of this solicitation, we have **performed a thorough review of and preliminary suggestions related to the City's debt, credit ratings, and capital plans, as discussed herein, to communicate the level of detail and commitment we will bring to this engagement.** Our preliminary recommendations for the City, which would be further refined based on discussions with the City regarding priorities and objectives, include:

- Evaluate the City's financial and debt related policies and provide suggestions for establishing new policies and/or updating existing policies to incorporate certain provisions that enhance the City's financial and credit strength, while managing risks and operational considerations;
- Develop a pro-active rating strategy on the City's general fund credit (AA/ Stable by S&P) to accommodate new proposed rating methodologies and peer comparisons, focused on the City's credit strengths and mitigating factors to credit challenges with the goal of justifying a future rating upgrade;
- Develop a customized plan of finance and rating strategy for the City's near-term utility bond issuance, centered around the City's overall financing goals and utility master plan (once finalized) and our analysis of alternative funding strategies, security features, rating agency factors and future capital needs;
- Evaluate the repayment of the City's Series 2014 Water & Sewer loan in the context of its upcoming utility capital needs, including the unique opportunity to develop a new, modernized and more favorable Master Water and Sewer Bond Resolution.

PRAG is not presently in violation of any statutes or regulatory rules that may impact the Firm's operation, including those of the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB). As reported in the financial press, the Securities and Exchange Commission ("SEC") is conducting a "sweep" of the financial services industry related to "off-channel" communications and recordkeeping. The SEC has requested that PRAG voluntarily provide documents related to this topic. PRAG is cooperating with the SEC on a voluntary basis. PRAG is not a registered broker-dealer and thus, is not subject to regulation by the National Association of Securities Dealers.

As demonstrated throughout our response, **PRAG has the knowledge, experience, and resources to provide value to the City immediately upon engagement.** We have an excellent track record of providing advisory services to Florida local governments, many facing similar challenges and opportunities as the City. We are excited to bring this experience to the City as its Financial Advisor.

Thank you in advance for the opportunity and your consideration.

Sincerely,

Wendell G. Gaertner
Senior Managing Director

Natalie Sidor
Senior Managing Director

Molly Clark
Senior Managing Director

2. Qualifications, Availability, and Ability to Communicate Effectively

Proposers must be registered with the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB).

a. Provide a statement of qualifications, abilities, experiences and expertise in providing the requested services.

i. A description of what qualifies, financial and otherwise, to provide the City with these services for the required period of time, provide appropriate staffing, provide necessary resources, and show a history of demonstrated competence.

ii. A description of resources available to your firm such as access to market information, personnel with specialized knowledge, and legal expertise in the governmental (including tax exempt) field.

b. Identify key persons to be responsible for this contract, primary and backup.

i. Provide resumes detailing education and experience.

ii. Highlight experience related to service in a financial advisory role for a Florida governmental agency.

iii. Indicate notable achievements such as books or articles written, memberships, and offices held in professional organizations and outstanding accomplishments.

c. Provide your firm's financial information for the most recent fiscal year – not limited to a balance sheet, statement of operations and statement of changes in financial position or cash flow statement as applicable. Note: For an S-Corporation a letter providing financial adequacy and solvency of the firm may be submitted, however such letter may not be recognized at the same level of significance as the information other firms may provide.

d. Indicate the capability of firm to hold harmless, indemnify and defend the City of losses, costs, and expenses arising from liability claims resulting from alleged negligence of firm, its officers, employees, and subcontractors; describe liability insurance coverage carried by the firm.

We hope that as the City reviews our proposal it will be clear that PRAG is qualified to provide the requested services as its Financial Advisor. Beyond being qualified, PRAG is excited about the opportunity to work with the City and offers the City the following attributes and resources:

- **Our only business is providing independent financial advice to governments and non-profits, which we have served for over three decades - we have no affiliates or other business relationships;**
- **Our team structure and client coverage model offers the City an extremely high level of personal attention, access and continuity of service from locally based, senior level advisors;**
- **Our project team brings long-term and relevant experience for similar entities throughout Florida and the Tampa Bay area, including the cities of Clearwater, Largo, Safety Harbor, Treasure Island and Tampa and the counties of Pinellas and Hillsborough;**
- **The majority of the PRAG Florida team lives and works in Pinellas County, allowing us to have a deep understanding of the opportunities and challenges facing the City;**
- **We provide a broad scope of advisory services beyond simply debt issuance and we place the highest priority on providing thorough financial analysis and targeted advise to our clients;**
- **We have established relationships in the industry and work regularly with the City's Bond Counsel (Bryant Miller Olive), Disclosure Counsel (Nabors, Giblin & Nickerson) and Rate Consultant (Stantec) on financings for our clients throughout Florida; and,**
- **We have performed a thorough review of the City's debt portfolio, credit features and capital plans, as discussed herein, to communicate the level of detail and commitment we will bring to this engagement.**

QUALIFICATIONS.

Founded in 1985, PRAG is an independent financial and investment advisory firm organized as a subchapter S corporation wholly owned and managed by its employees. Approaching our 40th anniversary, **PRAG was one of the first firms in the country dedicated solely to the independent public finance advisory business** and remains focused on providing independent and in-depth financial and bond-related investment advice to state and local governments, authorities, agencies, and non-profits. Providing strategic and transactional advice to municipal debt issuers remains our core business. PRAG does not engage in any form of underwriting, trading, marketing, or investing in any securities, nor does it have any affiliate that engages in these lines of business. Thus, our advice is truly independent and client focused, avoiding any potential conflicts with other business objectives or influences by other internal departments. While we are focused in our business activities, we are diversified in our client base, our geographic footprint and our staffing resources.

PRAG is a registered Municipal Advisor with the Securities and Exchange Commission (Municipal Advisor Registration Number 867-00146) and the Municipal Securities Rulemaking Board (MSRB ID K0133) and is a registered investment adviser under the New York Investment Advisers Act in the states of California, Florida, Maryland, New York, and the Commonwealth of Pennsylvania.

NATIONAL QUALIFICATIONS. A leading national firm, PRAG has been one of the top ranked financial advisors in the country for the past several decades, PRAG has the relevant experience and expertise to effectively provide financial advisory services to the City. In 2023, we advised on $34.7 billion of long-term publicly traded bond issues, representing 11.1% market share. Based on Refinitiv (formerly Thompson Reuters) data, **PRAG has been ranked as the #2 Financial Advisor nationally based on total long-term issuance for the past five years.** While PRAG is ranked as the #2 municipal advisor by volume in total long-term municipal bond issuance, of perhaps greater benefit to the City is PRAG's focus on the general government sector of the municipal market and our #1 ranking within that segment.

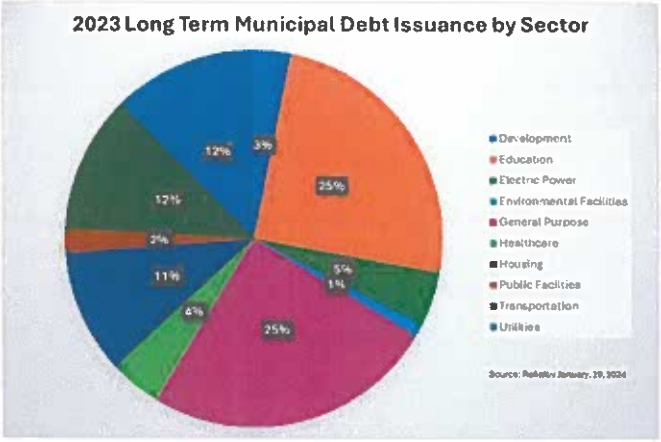
PRAG's Financial Advisory Rankings
Long-Term Municipal Issuance
2019 – 2023

	Competitive Sale		Negotiated Sale		Total	
Year	Total Amount*	Rank	Total Amount*	Rank	Total Amount*	Rank
2023	$7.6	2	$27.1	2	$34.7	2
2022	$10.5	2	$24.7	2	$35.2	2
2021	$17.1	1	$27.3	2	$44.5	2
2020	$13.5	1	$29.9	2	$43.4	2
2019	$19.4	1	$21.2	3	$40.6	2

**$'s in billions.* *Source: Refinitiv*

Refinitiv divides the municipal market into ten sectors representing the various purposes for which municipal bonds are issued:

- General Purpose
- Education
- Transportation
- Utilities
- Housing
- Healthcare
- Development
- Electric Power
- Public Facilities
- Environmental Facilities



While each of these sectors represents an important aspect of infrastructure, some of the market sectors, such as education, healthcare, and electric power have no connection with the everyday operations and financial needs of the City. Therefore, a firm's experience and ranking in those segments is of limited value when advising on the capital needs of the City.

In addition to our national qualifications, we are proud of our client retention, as we have advised many of our clients for more than twenty years. The key to PRAG's ability to retain clients is our platform that puts senior-level partners with a broad understanding of market, technical and legal developments in day-to-day contact with our clients and their specific financing needs. From this platform, PRAG has developed and implemented high-level financing solutions for issues facing our clients.

Our level of national activity allows us to understand market fluctuations, desired structures and specific market pricing. We are aware of trends in interest rates, changes in investor sentiment, and the latest innovations in the capital markets as a result of our continuous market access. This market intelligence enables us to provide up-to-date information on the financial markets, regulatory changes and innovative structures to the City on an on-going basis and also to provide sound, informed advice during a bond transaction. **Our national ranking is an important demonstration of both our ongoing presence in the market and the trust placed in us by major issuers of municipal debt.**

PRAG has five offices, including our headquarters in New York and offices in suburban Philadelphia, Los Angeles, Oakland and St. Petersburg, with a total of 40 employees. **The size of our firm is large enough to provide corporate efficiencies and a broad view of the market, but small enough to allow our advisors to know each other and maintain direct relationships and lines of communication, allowing us to effectively leverage the knowledge of the firm.** In addition, PRAG's professionals are drawn from diverse backgrounds, having previously worked as issuers, advisors, investment bankers, credit analysts and underwriters of tax-exempt debt, allowing us to commit a team to the City with a high degree of credit expertise, deep knowledge of the public capital markets, proven quantitative skills and an appreciation of the unique challenges facing municipal governments.

PRAG Professionals			
	Senior Level	Associate Level	Support Staff
New York, NY	10	5	7
Media, PA	3	1	1
St. Petersburg, FL	5	0	1
Los Angeles, CA	4	2	0
Oakland, CA	1	0	0
Total	**23**	**8**	**9**

FLORIDA QUALIFICATIONS. PRAG offers the City long-term and consistent experience in Florida and particularly throughout the Tampa Bay area and West/ Southwest Florida. Our project team brings advisory experience with similar entities, including the cities of Clearwater, Largo, Safety Harbor, Treasure Island and Tampa and the counties of Pinellas and Hillsborough and an understanding of its preferences, objectives, credit and finances. PRAG's full-service Florida office is conveniently located in downtown St. Petersburg. **We will be easily accessible to the City for in-person meetings, virtual meetings, and phone calls, as best meets the City's needs for any given project.** The project team assigned to the City aims to essentially act as extensions of the City's staff and will be available to consult with the City with little advance notice required.

PRAG does not see municipal advisory services as a commodity, but rather as a bespoke activity that requires the focus of experienced personnel with direct knowledge of the client. We are strategic and thoughtful in our new business targets, as we are always mindful of ensuring that the full resources of the firm can be mobilized for any client engagement. **Our Florida client base is large enough to provide a great deal of experience directly applicable to the City yet sized to ensure that the advisors serving the City have sufficient time and capacity to add the City to their existing client base.** PRAG's reputation lies with consistently providing exemplary service in a timely manner to each client; in submitting our response to the

City, we are committing that our proposed team has the ability and capacity to deliver the requested services with the necessary staffing, resources, timing and competence.

Over the past five years, **PRAG's Florida team has served as Financial Advisor on over on over $15.5 billion in Florida municipal debt issuance, including bond issues, bank loans, lines of credit and commercial paper, in addition to providing specialized advisory services on non-debt related projects as requested by our clients.**

This experience gives us knowledge of the market for and legal structures of Florida securities that would be of direct relevance to the City. In our role as Financial Advisor to our Florida clients, we routinely interact with bond counsels, rating agencies, underwriters, banks and other financial institutions, allowing us to stay up to date with changes in the legal, credit and financing landscapes.

The table below illustrates our breadth of experience in the services the project team has provided to some of our Florida clients.

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Representative Florida Clients and Advisory Services

Client	Services	Client	Services
Hillsborough County	• Bank loans/bond issues • Negotiated and Competitive Pricing • Taxable/Tax-Exempt • Refunding/New Money • Variable Rate Debt • General Obligation Bonds • Commercial Paper • Communication Services Tax • Non-Ad Valorem • Tourist Development Tax ("TDT") • Transportation • Water/Sewer • Solid Waste • Special Assessment • Tax Increment • Affordable Housing • Sports Facilities • Ratings Upgrade • P3 Advisory • Commission Presentations • RFP Development & Evaluation	**Florida League of Cities**	• Bank loans/bond issues • Taxable/Tax-Exempt • Negotiated Bond Pricing • Pool Financings • Non-Ad Valorem • First time, small and infrequent borrowers
		City of Tampa	• General Fund Advisor • Negotiated and Competitive Pricing • Bank loans/bond issues • Taxable/Tax-Exempt • Variable Rate Debt • Green Bonds • Non-Ad Valorem • Stormwater • Tax Increment • Convention Center Financing • Private Payment Tests • Special Assessment Financing • Sports Facilities • Conduit Financing • RFP Development & Evaluation
Pinellas County	• Cinderella Refinancing • Bank Loan Renegotiation • Sewer • TDT/Sports Facility analysis • Transportation • WIFIA analysis • Investment Policy	**City of Clearwater**	• Negotiated and Competitive Pricings • Water/Sewer • Identified Unexpected Refunding • Ratings Upgrade • Underwriting Team RFP • Affordable Housing
Manatee County	• Negotiated and Competitive Pricing • Refunding/New Money • Variable Rate Debt • Non-Ad Valorem • Transportation • Water/Sewer • Ratings upgrade • Lines of Credit • Cross-over Refunding • Investment Policy • Commission Presentations • RFP Development & Evaluation • Seaport (Port) • Taxable Advance Refunding (Port)	**City of Fort Myers**	• Negotiated Bond Pricing • Bank Loan • Water/ Sewer • Non-Ad Valorem • Senior/Subordinate SRF Refunding • Equipment Leasing Financing • Fund Balance/ Budget Policy • P3 Education • RFP Development & Evaluation • Line of Credit • General Obligation Bond Referendum/ Financing (In Process)
		City of Palmetto	• Non-Ad Valorem • Bank Loans • Refunding/New Money • Conduit Financing • Swap Unwinds
Escambia County	• Negotiated Bond Pricing • Bank Loan Renegotiation • Refunding • Non-Ad Valorem • Conduit Financing	**City of Safety Harbor**	• Bank Loan • Refunding • Bank Loan Renegotiation • Non-Ad Valorem • Water/Sewer

Representative Florida Clients and Advisory Services			
Client	**Services**	**Client**	**Services**
Broward County	• Negotiated Bond Pricing • Taxable/Tax-Exempt • Refunding/New Money • Water/Sewer • TDT Convention Center • CBA Convention Center Hotel • Half Cent Sales Tax • Bond Anticipation Notes • P3 Advisory • Commission Presentation • RFP Development & Evaluation	**City of Largo**	• Negotiated Bond Pricing • First Time Issuer • Taxable/Tax-Exempt • New Money • Non-Ad Valorem • RFP Development and Evaluation
Miami-Dade Water & Sewer	• Negotiated Bond Pricing • Taxable/Tax-Exempt • Refunding/New Money • WIFIA Loans (4) • Bond issues up to $1.2 billion • Commercial Paper • Ratings Upgrade • Senior/Subordinate • Long-term financial modeling	**City of Palm Bay**	• Competitive Sale • General Obligation • Investment Policy
		FDOT	• P3 Pricing Advisor • Evaluation of Financial Alternatives • P3 Advisory • ESG Disclosure Survey • Market Updates and Market Surveys
		Tampa Sports Authority	• Taxable/Tax-Exempt • Negotiated and Competitive Pricing • Refunding and New Money • P3 Advisory • Sports Facilities • Leveraging State Funding
Columbia County	• New Client • Board Presentation • Affordable Housing	**Venetian CDD**	• Bank Loan • Forward Refunding • Special Assessment Financing
Hillsborough County IDA	• Conduit Financing • Refunding • New Money	**University Place CDD**	• Bank Loan • Refunding • Special Assessment Financing
Housing Finance Authority of Miami-Dade County	• Conduit Financing • Affordable Housing • Developer Negotiations • Single Family Pool Loan Sales • Board Presentations	**Emerald Coast Utility Authority**	• Equipment Lease Financing • Refunding and New Money Analysis
		State of Florida	• Competitive Sale • Refunding • Lease Financing

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ii. A description of resources available to your firm such as access to market information, personnel with specialized knowledge, and legal expertise in the governmental (including tax exempt) field.

RESOURCES. Our ability to provide a team of experienced senior advisors, our familiarity with the City, our skills in quantitative analysis, our volume of advisory business across the country and our presence in Pinellas County uniquely qualify us for this engagement as detailed below. Our team's experience working with similar Florida issuers and our relationships with other industry professionals, such as Bryant Miller Olive, Nabors Giblin and Nickerson and Stantec is our greatest resource. Provided to the right is a sample of Florida clients in which PRAG has worked closely with BMO, Nabors and/or Stantec. By virtue of our deep involvement with Florida clients over many years, our team has developed the specialized knowledge and expertise in municipal finance that the City should seek in a financial advisor. We track tax law and other legal developments which could impact our clients, and we stay abreast of market conditions potentially affecting our issuer clients. **With the majority of our Florida team having previously worked with Florida underwriting firms, we are intimately familiar with the bond underwriting process from the development of a financing structure, through the credit and documentation processes, to the pricing and closing of a bond issue.** We would be pleased to bring our experience to the City of Pinellas Park.

PRAG
Bryant Miller Olive

Nabors Giblin & Nickerson
Stantec

Clearwater	Hillsborough County
Columbia County	Manatee County
Escambia County	Palm Bay
Emerald Coast Utilities Authority	Palmetto
Estero	Peace River Regional Water Authority
Florida Municipal Loan Council	Sumter County
Ft. Myers	Tampa

MARKET ACCESS AND INFORMATION. As a national independent financial advisor, PRAG also maintains access to electronic market information including *Bloomberg*, *TM3*, *The Bond Buyer*, EMMA's trade reporting portal and all the rating agency sites. Last year PRAG spent over $800,000 in software licenses, databases, subscriptions and electronic market information feeds to ensure our 31 registered advisors have direct access to market data and commentary, news sources, credit reports, and structuring tools to serve our clients. This is in addition to the staff time dedicated to pushing market information and major bond pricing details to our advisors throughout the day.

In addition to our direct access to market information, the nature of PRAG's national client base allows our senior advisors direct access to all the major underwriting desks in the municipal market. Because we advise on such a high volume of bonds and are not a competitor to the underwriters, most underwriters are willing to provide their insight on the market directly to PRAG. **By accessing a variety of underwriting desks from large national broker-dealers to smaller regional firms, PRAG's advisors can offer the City a broad perspective on the market beyond the viewpoint of a single pricing desk.**

Our client base of some of the largest and most active issuers in the Country also gives us exposure to innovative structures and ideas as investment bankers tend to show their ideas to the largest issuers first, including many of our clients, giving us insights from both underwriters and investment bankers.

This combination of market data and access to insights from individual market-makers allows us to be aware of trends in interest rates, changes in investor sentiment, and the availability of the newest innovations in the municipal bond market.

QUANTITATIVE AND ANALYTICAL EXPERTISE. While many financial advisory firms offer basic financial analysis, PRAG distinguishes itself by offering its clients the same level of sophistication provided by the major

underwriting firms in terms of analyzing, developing, and implementing financing structures, products, and hedging techniques. All of our analytical services are offered in-house by PRAG advisors. We develop custom models using a combination of spreadsheet-driven templates, higher level computer languages (e.g., Visual Basic for Applications, or VBA), linear and non-linear optimization software modules, and "off-the-shelf" software (e.g., the industry-standard DBC Finance) to provide our clients with the analysis necessary to make informed decisions.

PRAG's technical and analytical ability is fundamental to the quality of our advice. PRAG believes that sound financial policies should be rooted in critical, quantitative analysis. To assist our clients to better understand their options and the long-term effects of critical decisions, PRAG designs comprehensive capital funding models incorporating various financial decision points, including multi-lien and multi-product debt structures, funding capital projects on a pay-as-you-go basis versus debt financing, the timing of bonds versus short-term financing issuances, the structure of long-term bonds, and how different amortization structures impact rates, fees and financial ratios, among other factors. **PRAG's objective is to make even the most complex topics understandable to a wide audience without overlooking risks.** These analyses form the core framework for debt affordability and capacity studies and are used to develop long-term financing strategies. In addition, the results of these analyses, in particular key debt ratios, are often useful tools in the capital budgeting and planning process as well as in developing strategies for maintaining the issuer's credit position. **We have also utilized this information to assist our clients in developing financial and debt policies that are appropriate to their specific needs and resources.**

b. Identify key persons to be responsible for this contract, primary and backup.
   i. Provide resumes detailing education and experience.
   ii. Highlight experience related to service in a financial advisory role for a Florida governmental agency.
   iii. Indicate notable achievements such as books or articles written, memberships, and offices held in professional organizations and outstanding accomplishments.

PRAG's unique approach to client service is to assign two senior advisors to lead each engagement with the entire Florida team available to provide support as needed. This team structure offers the City the highest level of personal attention, constant access and continuity of service. If appropriate, we will reach out to other PRAG offices for additional support or to provide specialized expertise. Because of this service model, each one of PRAG's Florida clients eventually interacts directly with each of our Florida advisors in some capacity. This model has proven successful in serving our other clients and we are excited about the opportunity to bring the same approach to serving the City of Pinellas Park.



PRAG's team of senior advisors brings extensive relevant experience working with similar clients, both throughout the State and the Tampa Bay area, in support of their financing and infrastructure needs. Ms. Natalie Sidor and Ms. Molly Clark will serve as Co-Project Managers to the City, each bringing ~20 years of public finance experience to the City. **Ms. Sidor and Ms. Clark both live and work in Pinellas County** and bring long-

term experience and a deep knowledge base of the opportunities and challenges facing local governments in our area. **Ms. Sidor and Ms. Clark aim to essentially act as extensions of the City's staff and will be available to consult with the City with minimal advanced notice required, including for on-site consultation. We have physically attended meetings for some of our Tampa Bay area clients with same-day notice.** Mr. Wendell Gaertner will serve as the Project Supervisor for the City, with other members of our Florida team providing strategic, transactional, and analytical support. As manager of the Florida office, Mr. Gaertner will be responsible for executing all documents, providing oversight on this engagement and ensuring the availability of resources and quality of work product in providing the requested advisory services.

In covering clients, such as Hillsborough, Pinellas and Manatee counties, and the cities of Tampa, Clearwater, Largo and Fort Myers, this key team works closely with issuers that are similar in size, credits, debt structures, challenges, and opportunities to the City of Pinellas Park. We have implemented this team-based coverage model for other new clients and they have been pleased with the seamless and efficient onboarding process. Detailed case studies highlighting our financial advisory experience with Florida governments are provided in our response to Question #3 below.

Detailed resumes of our team, including general experience and education, and professional involvement and achievements are provided below.

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Wendell Gaertner
Senior Managing Director

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Length of career in public finance

– 34 years

Professional Involvement

- Municipal Securities Rulemaking Board, *Member (2023-current)*
- Florida Government Finance Officers Association
- North American Public Private Partnership Deal of the Year, *Project Finance Magazine*
- North American Real Estate Deal of the Year, *Project Finance Magazine*

Representative Clients Served

- *Hillsborough County*
- *Manatee County*
- *Broward County*
- *State of Louisiana*
- *Miami-Dade County Water and Sewer Department*

Education, Registrations & Certifications

– M.B.A., Stetson University
– B.S. (General Honors), University of Miami
– Series 50 (M.A. Representative)
– Series 54 (M.A. Principal)

Wendell Gaertner is a Senior Managing Director and a partner of the firm. He joined PRAG in 2013 and brings 34 years of experience in public finance at the local, regional, state and federal level. Mr. Gaertner manages the firm's Florida office located in St. Petersburg. Mr. Gaertner will serve as the Project Supervisor for PRAG's engagement with the City.

With a background in commercial banking, investment banking and financial advisory, Mr. Gaertner offers PRAG's clients extensive experience in tax-exempt and taxable municipal bonds, 144A corporate debt in public, private and global offerings, variable rate debt, swaps, letters of credit, bank debt and equity. Having spent decades as an investment banker, he brings a deep practical understanding of bond sales and pricing to his clients.

Mr. Gaertner has also provided strategic financial advisory services including development of long-term financial models, creation of interim funding strategies, and evaluation of public-private partnership opportunities. He has advised clients on financial structures and strategies in connection with utility, economic development projects, real estate projects, transportation, Public Private Partnerships and affordable housing.

Prior to joining PRAG Mr. Gaertner served as an investment banker and Financial Advisor with Merrill Lynch, Banc of America Securities and Raymond James. He began his career as a commercial banker with Barnett Bank of Tampa.

Mr. Gaertner received a B.S. in Chemistry with General Honors from the University of Miami in Coral Gables and an MBA from Stetson University. He is a registered Series 50, Municipal Advisor Representative and a Series 54, Municipal Advisor Principal. He currently service as one of only two Municipal Advisor representatives on the Board of the Municipal Securities Rulemaking Board.

With over three decades of experience in finance through multiple economic cycles, as Project Supervisor Wendell will offer transactional and strategic advice to City leadership.



Natalie Sidor
Senior Managing Director

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Length of career in public finance

– 18 years

Professional Involvement

- Florida Government Finance Officers Association Member and Conference Panelist/ Speaker
- Florida Women in Public Finance, *Founding Member (2016), President (2019), Board Member (2016-Present)*
- The University of Tampa Board of Fellows *(2013-Present)*
- The University of Tampa Educational Affairs Committee Member *(2019-Present)*

Representative Clients Served

- *City of Clearwater*
- *City of Largo*
- *City of Fort Myers*
- *City of Safety Harbor*
- *Hillsborough County*
- *Manatee County*

Education, Registrations & Certifications

– M.B.A., The Wharton School of the University of Pennsylvania

– B.S., University of Tampa

– Series 50 (Municipal Advisor Representative)

Natalie Sidor joined PRAG in 2018 and offers over 20 years of corporate and public finance experience. At PRAG Ms. Sidor provides client support and transactional advisory services to Florida local governments, agencies, authorities, and special districts. Ms. Sidor currently serves or has recently served the following advisory clients: Clearwater, Largo, Fort Myers, Safety Harbor, Palm Bay, Hillsborough County, Manatee County, Escambia County, Emerald Coast Utilities Authority, Englewood Water District and the Peace River Manasota Regional Water Supply Authority, to name a few.

Formerly with Raymond James and Associates, Inc., Ms. Sidor provided investment banking and advisory services to clients throughout the Southeast and Florida. While at Raymond James Ms. Sidor was responsible for evaluating, developing and executing financing solutions based on client objectives and market dynamics. During her time with Raymond James, Ms. Sidor was involved in the execution of $4.5 billion of lead-managed municipal financings for state and local governments, primarily in Florida.

In addition to her extensive public finance experience, Ms. Sidor also has experience in real estate development and corporate finance. After receiving her MBA, Ms. Sidor was the Finance and Investments Manager for The Sembler Company, a real estate development company. Ms. Sidor began her career as an analyst in Corporate Investment Banking for Wachovia Securities, participating in deal teams for mergers and acquisitions advisory, debt private placements, strategic studies and valuations.

Ms. Sidor is a member of the Florida Government Finance Officers Association (FGFOA) and frequently participates as a panelist or speaker at the FGFOA conferences and schools of governmental finance. Ms. Sidor is a founding member of the Florida Chapter of Women in Public Finance, served as the President in 2019 and currently serves as an ex-officio member of the Board. Ms. Sidor also serves as a member of the University of Tampa Board of Fellows and the University of Tampa Educational Affairs Committee.

Since joining PRAG, Natalie has advised clients on almost $3.0 billion of debt, with a focus on entities in the Tampa Bay area and the Southwest Florida Gulf Coast, offering Pinellas Park a wide range of relevant knowledge and experience.

Ms. Sidor received a B.S. degree from the University of Tampa with a double major in finance and economics. Also, Ms. Sidor earned an MBA from The Wharton School of the University of Pennsylvania.

She is a registered Series 50, Municipal Advisor Representative.



Molly Clark
Senior Managing Director

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Length of career in public finance

— 21 years

Professional Involvement

- Florida Government Finance Officers Association
- Florida Women in Public Finance *Founding Member (2016); Communications Chair (2016-2023); Board Member (2018-2023)*

Representative Clients

- *Pinellas County*
- *City of Tampa*
- *City of Palm Bay*
- *Miami-Dade County*
- *Broward County*

Education, Registrations & Certifications

— B.A., Carleton College

— Series 50 (Municipal Advisor Representative)

— Series 65 (Investment Advisor Representative)

Molly Clark joined PRAG in 2018 and offers over 20 years of public finance experience. Ms. Clark serves PRAG's general government clients including cities, counties, and special districts providing both analytical and transactional support. She works closely with PRAG clients in debt financing, policy review, and general advisory capacities. Ms. Clark will act as the Co-Project Manager for the City.

Ms. Clark works with many long-term PRAG clients and has also been involved in the onboarding of various new clients since joining PRAG. Ms. Clark provides in-depth financial analysis, policy review, transaction execution, and ongoing client support to a wide range of Florida issuers. Sample clients include Broward County, Miami-Dade County Water and Sewer Department, Pinellas County, the City of Tampa, Miami-Dade County Housing Finance Authority, and the Peace River Manasota Regional Water Supply Authority.

Ms. Clark is a frequent speaker at industry conferences throughout the State, having recently presented to various audiences on the bond issuance process, debt financing structures, and related topics. Ms. Clark is also a founding member of the Florida Chapter of Women in Public Finance.

Ms. Clark was previously employed as a public finance investment banker with Wells Fargo Securities and RBC Capital Markets, where she provided investment banking services to clients throughout the State of Florida. She was involved in planning, structuring, and executing tax-exempt and taxable debt financings through the public and bank markets. She also served as a liaison between Florida municipal issuers and the Banks' municipal government relationship managers, comparing the merits of capital markets and bank financing vehicles, and assisting clients in selecting appropriate and cost-effective structures for their financing needs. She began her career as a corporate trust banker with Northern Trust.

As Co-Project Manager, Molly will ensure that all of the City's debt transactions progress smoothly, timely and

Ms. Clark received a B.A. degree in economics cum laude from Carleton College. She is a registered Series 50, Municipal Advisor Representative and registered Series 65, Investment Advisor Representative.



Marianne Edmonds
Senior Managing Director

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Length of career in public finance

- 40 years

Professional Involvement

- Leadership Florida *(1994 – ongoing)*
- Florida Prepaid College Board, *Vice Chair (2007-2010)*
- Municipal Securities Rulemaking Board, *Member (2012-2015)*
- Florida Women in Public Finance, *Founding President (2015-2017)*
- The National Association of Municipal Advisors, *Board Member (2017-2019)*

Representative Clients Served

- *State of Florida*
- *City of Tampa*
- *Florida League of Cities*
- *Miami-Dade County Housing Finance Authority*
- *Pinellas County*

Education, Registrations & Certifications

- M.B.A., The Wharton School of the University of Pennsylvania
- B.A., Northwestern University
- Series 50 (M.A. Representative)
- Series 54 (M.A. Principal)

Ms. Edmonds is a Senior Managing Director and a shareholder with PRAG. As an independent municipal advisor since the early 1990s, she is one of the most experienced municipal advisors in the industry.

Ms. Edmonds offers a comprehensive knowledge of local and national public finance. A former educator, she is particularly respected for both her ability to understand and communicate financial issues as well as her integrity as a financial advisor.

During her tenure in public finance Ms. Edmonds has developed and implemented financing plans for general governmental capital projects, utility systems, resource recovery plants, housing, and sports facilities, among others, and has worked with a variety of financing structures including long term debt, short term debt including commercial paper, leases and bank loans. She is familiar with the security sources available to Florida local governments, including ad valorem revenues, non-ad valorem revenues, system revenues, user fees, sales taxes, public-private partnerships, and the covenant to budget and appropriate from legally available revenues.

Ms. Edmonds currently manages PRAG's affordable housing practice in addition to her work with many of PRAG's general government clients. Ms. Edmonds also serves as PRAG's Chief Compliance Officer for our municipal advisory practice.

Ms. Edmonds served as one of the Municipal Advisor Representatives on the Municipal Securities Rulemaking Board, the self-regulatory organization for the municipal bond market. She previously served as Vice Chairman of the Florida Prepaid College Board and its Investment Committee. Ms. Edmonds is a member of Leadership Florida and served as President of the Florida Chapter of Women in Public Finance. She currently services as a Board member for the Foundation for a Healthy St. Petersburg.

She earned a B.A. degree in mathematics from Northwestern University and an M.B.A. with specialization in public management and finance from The Wharton School of the University of Pennsylvania.

She is a registered Series 50, Municipal Advisor Representative and a Series 54, Municipal Advisor Principal.

As Chief Compliance Officer for PRAG and a former member of the Municipal Securities Rulemaking Board, Marianne can provide assistance with complex regulatory issues.



Mickey Johnston
Senior Managing Director

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mjohnston@pragadvisors.com

Length of career in public finance

– 16 years

Professional Involvement

- Florida Government Finance Officers Association
- New Jersey Municipal Management Association, 2016 Presenter, *"Municipal PILOT Agreements"*

Representative Clients Served

– *Florida League of Cities*
– *City of Clearwater*
– *City of Belleair Beach*
– *City of Dania Beach*
– *Manatee County*
– *Hillsborough County*
– *City of Newark*
– *City of Asbury Park*

Education, Registrations & Certifications

– B.B.A., James Madison University
– Series 50 (Municipal Advisor Representative)

Michael "Mickey" Johnston joined PRAG in 2018 after spending over ten years advising municipalities across the State of New Jersey where he managed the financial analysis group for a large regional municipal accounting firm. Mr. Johnston will provide transactional and analytical support to the County.

Since joining PRAG, Mr. Johnston has advised clients on various debt transactions including bond issues, bank loans, commercial paper notes, and other credit facilities. Mr. Johnston also has experience with P3 initiatives, actively builds custom financial models for clients, and structures cash flows utilizing the industry standard DBC software. In addition, Mr. Johnston leverages Bloomberg, The Municipal Market Monitor (TM3), and other industry sources to provide clients with regular market updates.

Mr. Johnston supports some of the Florida office's larger clients including Hillsborough County, Broward County, and Miami-Dade County, but he also serves as lead advisor to smaller communities through PRAG's relationships with the Florida League of Cities and Florida Municipal Loan Council (FMLC). In his role as advisor to the FMLC, Mr. Johnston recently guided the FMLC in its first competitive bond sale.

In addition to his work with Florida municipalities, Mr. Johnston leverages his prior experience by providing the City of Newark, the largest city in New Jersey, with support concerning tax abatement agreement analysis and negotiation. He works closely with the city's Economic & Housing Development department to execute financial agreements between the city and developers. Mr. Johnston also assists EHD with analysis utilized to strengthen existing ordinances, most notably the city's inclusionary zoning ordinance which promotes equitable growth and increased affordable housing for low-income residents.

Mr. Johnston also assists the City of Asbury Park, N.J. with PILOT and Special Assessment billing calculations in connection with the city's Waterfront Area Redevelopment and Redevelopment Area Bond Program.

Aside from his work in public finance, Mr. Johnston also gained valuable experience as a Manager of Financial Analysis at Blackstone, one of the world's leading investment firms, in New York City.

Mr. Johnston earned his B.B.A. in Finance from James Madison University. He is a registered Series 50, Municipal Advisor Representative.

Experienced in financial modeling, debt issuance and economic development finance, Mickey will provide strong analytical and transactional support services to Pinellas Park.



Noa Radaei
Associate

39 Broadway, Suite 1210
New York, NY 10006
Tel 818-404-9095
nradaei@pragadvisors.com

Length of career in public finance

— 1 year

Education, Registrations & Certifications

- B.A., University of California, Los Angeles
- Series 50 (Municipal Advisor Representative)
- Series 52 (Municipal Securities Representative)
- Series 79 (Investment Banking Representative)
- Series 63 (Uniform Securities State Law Examination)

Noa Radaei joined PRAG in 2024. Ms. Radaei serves PRAG's general government clients including cities, counties, and special districts providing both analytical and transactional support. Ms. Radaei will provide quantitative support for the City.

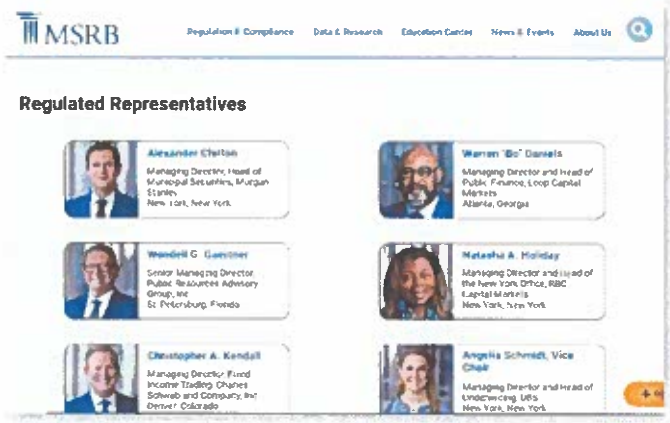
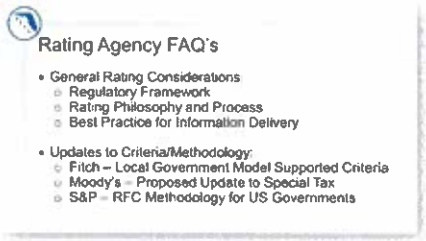
Ms. Radaei was previously employed as a public finance investment banker with Citigroup, where she provided investment banking services to clients throughout the State of Florida. She was involved in providing analytical and quantitative support for the planning, structuring, and execution of tax-exempt and taxable debt financings through the public and bank markets, with most of her support focus being on the water and sewer industry.

Ms. Radaei received a B.A. degree in Business Economics from the University of California, Los Angeles (UCLA). She is a registered Series 50 Municipal Advisor Representative, registered Series 52 Municipal Securities Representative, registered Series 79 Investment Banking Representative, and is registered under Series 63, the Uniform Securities State Law Examination.

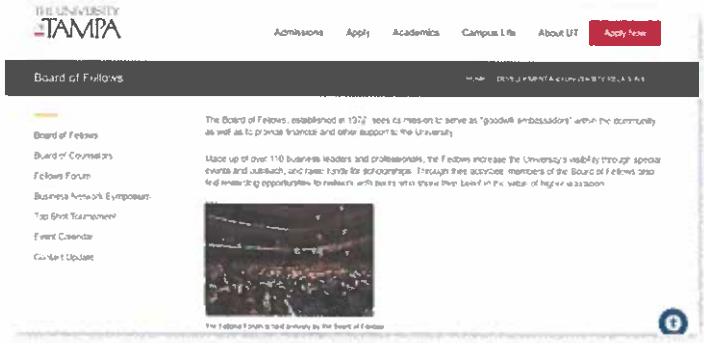
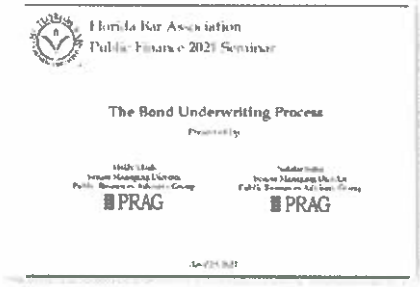
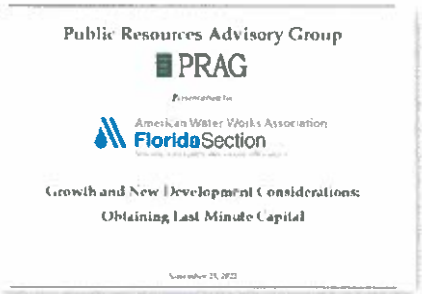
As Quantitative Support, Noa will provide technical and analytical support services to the City's project management team.

iii. Indicate notable achievements such as books or articles written, memberships, and offices held in professional organizations and outstanding accomplishments.

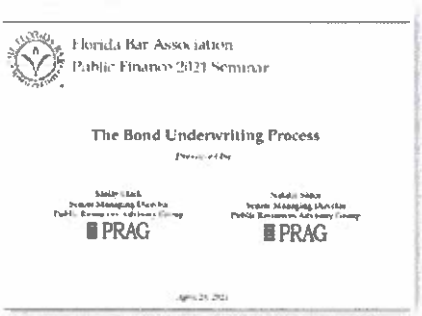
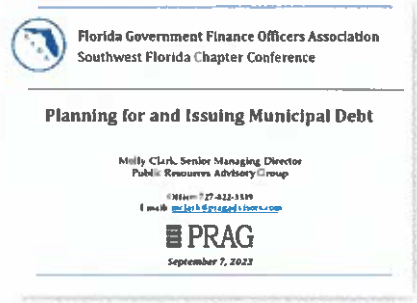
WENDELL GAERTNER

MSRB Board Member (2024 to Present)	
Industry Conference Speaker/ Panelist FGFOA Summer Conference (2024)	 
LIBOR Public Sector Industry Working Group Coordinated by GFOA (2020 and 2021)	 LIBOR Resource Center gfoa.org

NATALIE SIDOR

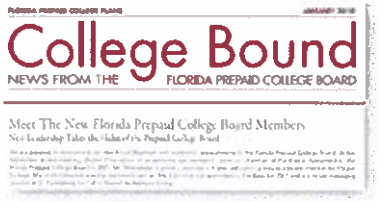
Women in Public Finance, Florida Chapter Founding Member (2016) President (2019) Board Member (2016 to Present)	
University of Tampa Board of Fellows College Liaison (2019) Educational Affairs Committee Rep. (2019 to Present)	
Industry Conference Speaker/ Panelist Gulf Coast Chapter FGFOA (2019) The Florida Bar (2021) Florida AWWA (2022)	  

MOLLY CLARK

Women in Public Finance, Florida Chapter Chapter Member (Present) Chair of Communications Committee (2017 to 2021)	
Industry Conference Speaker/ Panelist The Florida Bar Association (2021) FGFOA Southwest Florida Chapter (2023) FGFOA Summer Conference (2023) Public Trust Advisors (2023)	   

MICKEY JOHNSTON

Speaker New Jersey Municipal Management Association (2016)	

MARIANNE EDMONDS	
Leadership Florida (1994 to Ongoing)	
Vice Chair Florida Prepaid College Board of Directors (2007 to 2010)	
MSRB Board Member (2012 to 2015)	
Founding President Women in Public Finance (2015 to 2017)	
Board Member National Association of Municipal Advisors (2017 to 2019)	

c. Provide your firm's financial information for the most recent fiscal year – not limited to a balance sheet, statement of operations and statement of changes in financial position or cash flow statement as applicable. Note: For an S-Corporation a letter providing financial adequacy and solvency of the firm may be submitted, however such letter may not be recognized at the same level of significance as the information other firms may provide.

PRAG is an independent, 100% employee-owned and managed firm. PRAG's financial advisory practice is our only business. We are not a subsidiary at risk of corporate changes in business plans or an entity with multiple lines of business that could decide to change the focus on the municipal advisory business. Neither are we a small firm with a limited number of principals or senior staff. While we are focused in our business activities, we are diversified in our client base, our geographic footprint and our staffing resources.

PRAG has been in business for almost 40 years and has successfully managed the biggest risk to a small firm, the transition from the founding partners to the second generation of ownership and management. In 2015 we announced the retirement of one of our founding partners, William Cobbs. Mr. Cobbs' duties were assumed by the firm president, Steven Peyser. The succession was planned, and there was no disruption in the provision of services to our clients. Mr. Steven C. Peyser serves as President of PRAG and is located in our New York City office. Mr. Peyser is assisted in his management duties by two other members of the firm's Executive Committee, Edmund Soong, Executive Vice President, and Thomas Huestis, Senior Managing Director. In addition to the members of the Executive Committee, fifteen other Senior Managing Directors are shareholders in the firm, including both Marianne Edmonds and Wendell Gaertner in the Florida office.

From a financial perspective, as an independent, employee-owned firm, most of our profit is distributed annually to our employees, either as bonuses, dividends or profit-sharing. As an employee-owned firm we have no parent company to which we need to make distributions. As such, our balance sheet consists of a fairly limited amount of equity as required for working capital purposes. As an independent financial advisor, we do not underwrite securities and do not require capital for such purposes. The important gauge of our financial strength is the revenues shown on our income statement and the almost four decades of successful operations dedicated to providing independent financial advice to local and state governments, their agencies and authorities and not-for-profit organizations. With contracts with some of the largest and most active issuers in the country, we believe PRAG has the financial strength and resources to successfully serve the City of Pinellas Park. PRAG's 2020 - 2022 financial statements are provided in Appendix A. Financial statements for 2023 are not yet available.

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d. Indicate the capability of firm to hold harmless, indemnify and defend the City of losses, costs, and expenses arising from liability claims resulting from alleged negligence of firm, its officers, employees, and subcontractors; describe liability insurance coverage carried by the firm.

PRAG accepts the Hold Harmless and Indemnification language as presented in this Section of the proposal. PRAG carries commercial general liability insurance in the amount of $1 million per occurrence and $2 million in aggregate with $5 million in excess general liability coverage. The firm also carries $2 million in Errors & Omissions and $1 million in automobile liability. Please find our proof of insurance in Appendix C.

3. Experience

a. Describe Firm's national, statewide, and local service capabilities.
b. Describe Firm's experience in serving as a financial advisor to local municipalities.
c. Describe Firm's experience dealing with major rating agencies during the past two (2) years, including the extent to which governmental clients were involved.
d. Current clients and references
   i. Provide a list of current municipal clients within the State of Florida, the dollar amount of issues or other financing for respective client, and date(s) services were provided.
   ii. References – Identify a minimum of three (3) references in the current clients list and include contact person's names, phone numbers, email addresses, and mailing addresses.

NATIONAL SERVICE CAPABILITIES. PRAG was founded in 1985 as one of the first firms in the country dedicated solely to the independent public finance advisory business. Over the past several decades we have remained focused on providing independent and in-depth financial and investment advice to state and local governments, authorities and agencies. Providing strategic and transactional advice to municipal debt issuers remains our core business. PRAG does not engage in any form of underwriting, trading, marketing, or investing in any securities, nor does it have any affiliate that engages in these lines of business.

Since our founding with a single office in New York City, PRAG has grown to offer our clients a national presence with additional fully staffed offices in California, Pennsylvania and Florida. PRAG's Florida practice expanded in 2005 when we acquired the independent financial advisory firm Marianne Edmonds, Inc. and established the St. Petersburg office.

PRAG is a partnership of experienced senior advisors collaborating through a network of five offices, focused on serving clients with a combination of market knowledge, analytical driven decision-making and strong written and oral communication skills.

PRAG has been one of the top three municipal advisory firms in the country for the past two decades based on volume of bonds. We advise some of the largest municipal bond issuers in the country and we advise on some of the most complicated municipal capital plans in the U.S. At the same time, we remain small enough that all of our advisors are personally familiar with each other, and aware of each other's client base and areas of expertise. We draw on the collective "institutional knowledge" of the firm, as well as the individual expertise of PRAG's advisors throughout the firm. Each of PRAG's five offices has complete access to the entire resources of the firm.

Additional details on PRAG's National capabilities and experience are provided in our response to Question #2a.

FLORIDA STATEWIDE AND LOCAL SERVICE CAPABILITIES. Over the past five years, PRAG's Florida team has served as Financial Advisor on over on over $15.5 billion in Florida municipal debt issuance, including bond issues, bank loans, lines of credit and commercial paper, in addition to providing specialized advisory services on non-debt related projects as requested by our clients.

Marianne Edmonds has 40 years of public finance experience and Wendell Gaertner has 34 years of public finance experience. Each has spent their entire public finance careers based in Florida. Ms. Natalie Sidor and

Ms. Molly Clark, as Co-Project Managers, bring almost 40 years of combined public finance experience, with a focus on Florida local governments similar to the City.

We will serve the City from our downtown St. Petersburg office. The office is fully staffed and has the resources to provide the services required by the City as provided in the RFP. We structure debt and run cash flows locally and have direct access to market, credit and research services. We have also direct access to PRAG advisors across the country. The five (5) municipal advisors located in our St. Petersburg office will each be assigned to the City's team and will be available as needed to meet any of the City's financing needs.

Additional details on PRAG's Florida and local capabilities and experience is provided in our response to Question #2a, #3b and #3c.

b. Describe Firm's experience in serving as a financial advisor to local municipalities.

As demonstrated throughout our response, PRAG has substantial experience serving local governments throughout Florida. Within the Tampa Bay region alone, we have advised on over $4.2 billion of debt since 2020, including public bond issues, bank loans, bank lines and conduit debt issuance. We have been the long-term financial advisor to the City of Tampa since 2005 on their general fund and stormwater debt and Hillsborough County since 2005 on all credits. We have also served numerous local municipalities in the area, such as Clearwater, Largo, Palmetto, Safety Harbor and Treasure Island, to name a few.

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PRAG Tampa Bay Area Financial Advisory Experience (January 2020-Present)				
DATE	SIZE	NAME OF ISSUER	TITLE OF ISSUE	METHOD OF SALE
6/18/2024	$18,659,800	Manatee County	Revenue Improvement Note, Series 2024	Bank Loan
6/11/2024	$120,500,000	City of Tampa	Non-Ad Valorem Revenue Note (Waste-to-Energy Retrofit Project), Series 2024	Bank Loan
11/30/2023	$175,000,000	Manatee County	Revenue Improvement Bonds, Series 2023	Negotiated
11/16/2023	$34,935,000	City of Tampa	Special Assessment Revenue Bonds (Central and Lower Basin Stormwater Improvement) Series 2023	Negotiated
11/8/2023	$35,000,000	Manatee County	Limited GO Bonds, Series 2023 (Conservation and Parks Projects)	Competitive
10/24/2023	$1,782,802	Hillsborough County	Special Assmt Rev Note, Series 2023 (Dana Shores/Pelican Island at Rocky Point Electric Distr Facilities Underground Project)	Bank Loan
10/2/2023	$96,100,000	Hillsborough County IDA	Tampa General Hospital, Series 2023	Negotiated
9/21/2023	$200,000,000	Hillsborough County IDA	Pasco County, Florida Hospital Revenue Bonds (H. Lee Moffitt Cancer Center Project) Series 2023B	Negotiated
8/9/2023	$53,390,000	Hillsborough County	General Obligation Bonds (Environmental Lands Acquisition and Protection Program), Series 2023	Competitive
5/16/2023	$13,000,000	City of Tampa	Revenue Bond (Tampa Preparatory School), Series 2023	Negotiated
5/9/2023	$182,960,000	Manatee County	Public Utilities Revenue Improvement and Refunding Bonds, Series 2023	Negotiated
10/7/2022	$100,000,000	Peace River Manasota Reg. Water Supply Auth.	Tax-Exempt Revolving Line of Credit	Bank Line
9/14/2022	$219,335,000	Manatee County	Revenue Improvement and Refunding Bonds, Series 2022	Negotiated
7/14/2022	$30,000,000	City of Clearwater	Non-Ad Valorem Revenue Bonds, Series 2022 (Imagine Clearwater)	Competitive
6/5/2022	$40,862,000	Pinellas County	Sewer Revenue Refunding Note, Series 2022	Negotiated
6/1/2022	$30,970,000	City of Palmetto	Educational Facilities Refunding Revenue Bonds, Series 2022A & B (Renaissance Arts and Education, Inc. Project)	Negotiated
3/10/2022	$76,125,000	Hillsborough County IDA	Cigarette Tax Allocation Refunding Bonds (H. Lee Moffitt Cancer), Center Project 2022 Series A (Forward Delivery)	Private Placement
3/10/2022	$17,330,000	Hillsborough County IDA	Cigarette Tax Allocation Refunding Bonds (H. Lee Moffitt Cancer), Center Project 2022 Series B	Private Placement
2/22/2022	$37,500,000	Hillsborough County	Subordinate Utility Revenue Note, Series 2022	Bank Line
1/7/2022	$47,655,000	City of Largo	Capital Improvement Bonds, Series 2022A	Negotiated
1/7/2022	$4,035,000	City of Largo	Taxable Capital Improvement Bonds, Series 2022B	Negotiated
12/16/2021	$118,010,000	City of Tampa	Non-Ad Valorem Improvement Revenue Bonds, Series 2021C	Competitive
12/16/2021	$30,980,000	City of Tampa	Non-Ad Valorem Refunding and Improvement Revenue Bonds, Series 2021B	Competitive
11/23/2021	$50,000,000	Manatee County	Utility Line of Credit	Bank Loan
10/20/21	$5,636,000	City of Palmetto	Special Obligation Revenue Note, Series 2021 (Police Department Project)	Bank Loan
10/8/2021	$4,296,700	City of Safety Harbor	Refunding Revenue Note, Series 2021	Bank Loan
10/7/2021	$36,615,000	City of Tampa	Special Assessment Revenue Bonds(Central and Lower Basin Stormwater Improvements), Series 2021	Negotiated
9/22/2021	$32,066,549	City of Tampa	Non-Ad Valorem Revenue Note, Series 2021A (Convention Center Project)	Bank Loan
9/13/2021	$7,744,300	City of Safety Harbor	Florida Water and Sewer Revenue Note, Series 2018 - Modification	Bank Loan
6/19/2021	$19,780,000	Hillsborough County	Utility Refunding Revenue Bonds, Series 2021B	Competitive
6/19/2021	$155,155,000	Hillsborough County	Utility Revenue Bonds, Series 2021A	Competitive
6/18/2021	$40,000,000	Manatee County	IST Line of Credit	Bank Line
6/18/2021	$40,000,000	Manatee County	CBA Line of Credit	Bank Line
6/17/2021	$275,541,016	Hillsborough County	Hillsborough County Commercial Paper Notes, Series A, B (AMT), C (Taxable) 2021	Bank Loan
5/25/2021	$189,290,000	Hillsborough County	Capital Improvement Non-Ad Valorem Revenue Bonds, Series 2021	Competitive
4/14/2021	$35,055,000	Manatee County-Port Authority	Manatee County Port Authority Taxable Revenue Refunding Bonds, Series 2021	Negotiated
4/12/2021	$58,040,000	Hillsborough County	Wastewater Impact Fee Assessment Special Assessment Revenue Bonds, Series 2021 (43 Units)	Negotiated
1/20/2021	$5,292,000	Pinellas County	Sewer Refunding Revenue Note, Series 2021B	Bank Loan
1/20/2021	$44,400,000	Pinellas County	Sewer Refunding Revenue Note, Series 2021A	Bank Loan
12/21/20	$22,000,000	Hillsborough County	Solid Waste and Resource Recovery Revenue Note, Series 2020	Bank Line
10/15/20	$438,280,000	Hillsborough County IDA	Hillsborough County IDA - Hospital Revenue Bonds (Tampa General Hospital Project), Series 2020A	Negotiated
10/15/20	$100,785,000	Hillsborough County IDA	Hillsborough County IDA - Hospital Revenue Bonds (Tampa General Hospital Project), Series 2020B	Negotiated
10/15/20	$55,560,000	Hillsborough County IDA	Hillsborough County IDA - Hospital Revenue Bonds (Tampa General Hospital Project), Series 2020C	Negotiated
10/01/20	$18,640,000	City of Tampa	Sales Tax Refunding and Improvement Revenue Bonds, Series 2020	Competitive
06/25/20	$119,978,935	City of Tampa	Capital Improv. Cigarette Tax Allocation Bonds (H. Lee Moffitt Cancer Center Project), Series 2020A	Negotiated
06/15/20	$45,302,900	City of Tampa	Non-Ad Valorem Refunding Revenue Note, Series 2020B	Bank Loan
06/12/20	$13,236,000	City of Tampa	Non-Ad Valorem Refunding Revenue Note, Series 2020A	Bank Loan
06/11/20	$260,700,000	City of Tampa	Hospital Revenue Bonds (H. Lee Moffitt Cancer Center Project), Series 2020B	Negotiated
05/21/20	$81,320,000	City of Tampa	Revenue & Revenue Refunding Bonds (The University of Tampa Project), Series 2020A	Negotiated
05/21/20	$57,050,000	City of Tampa	Taxable Revenue Refunding Bonds (The University of Tampa Project), Series 2020B	Negotiated
04/30/20	$50,000,000	Hillsborough County IDA	Hillsborough County IDA - Health System Revenue Bonds, BayCare Health System Issues, Series 2020F	Negotiated
04/30/20	$50,000,000	Hillsborough County IDA	Hillsborough County IDA - Health System Revenue Bonds, BayCare Health System Issues, Series 2020E	Negotiated
04/22/20	$77,215,000	Hillsborough County IDA	Hillsborough County IDA - Health System Revenue Bonds, BayCare Health System Issues, Series 2020D	Negotiated
04/22/20	$75,000,000	Hillsborough County IDA	Hillsborough County IDA - Health System Revenue Bonds, BayCare Health System Issues, Series 2020B	Negotiated
04/22/20	$75,000,000	Hillsborough County IDA	Hillsborough County IDA - Health System Revenue Bonds, BayCare Health System Issues, Series 2020C	Negotiated
03/20/20	$8,000,000	City of Treasure Island	Non-Ad Valorem Revenue Note, Series 2020 (City Hall Purchase-Renovate Project)	Bank Loan
01/09/20	$20,430,000	City of Clearwater	Water and Sewer Revenue Refunding Bonds, Series 2020	Negotiated

Note: Tampa Bay Area defined as Citrus, Hernando, Hillsborough, Manatee, Pasco, Polk, Pinellas, Sarasota for purposes of this list.

PRAG's clients range in size from very small entities who issue debt infrequently to very large entities with highly complex capital plans. As we see financing and legal challenges arise, we learn which solutions to these issues are effective, and which are not. We apply success stories, lessons learned, and creative structures developed in our work with these different Florida issuers to all of our clients. Regardless of the differences in size or capital needs from one issuer to another, there are nevertheless many similarities in the options available to any government for funding its capital needs. Our work with some of the largest issuers in the State of Florida and nationally creates the full-service platform from which we serve all of our clients. In addition, our work with small and medium-sized entities allows us to evaluate their specific challenges and opportunities and apply this knowledge to other similar clients. We would be pleased to put our experience to work for the City.

PRAG has a proven ability to add immediate value-added advice and comprehensive services both to new clients. The case studies below demonstrate the benefits of PRAG's business model, range of services and advisory approach, as described in our response to Question #4c, for two Florida clients similar to the City of Pinellas Park:

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CITY OF CLEARWATER

PRAG was selected by the City of Clearwater through a competitive RFP process in February 2019. PRAG has provided a broad spectrum of both transactional and non-bond advisory services to the City since the initiation of its Financial Advisory engagement.

PRAG has worked closely with the City on the following transactions and projects:

- Negotiated, water and sewer refunding bonds
- Inaugural competitive, covenant to budget and appropriate non-ad valorem revenue new money bonds
- Rating agency surveillance efforts
- Process and selection of a new investment banking underwriting pool
- Affordable housing advisory projects

In September 2019, PRAG evaluated the City's debt and presented an analysis showing potential savings associated with refunding a bank loan the City entered into in 2014 with TD Bank (the "Series 2014 Bond"), among others. The Series 2014 Bond included redemption provisions that allowed the Series 2014 Bond to be called at par on or after the Series 2014 Bond's fifth anniversary. The specific redemption date was not identified in the loan documents, but as the loan closed on December 9, 2014, PRAG realized it could be called on December 9, 2019. **As a bank loan with an unusual redemption feature, the City was unaware of the potential refunding.** PRAG evaluated both a bond issue and bank loan structure for the refunding debt. The City decided to move forward with a negotiated, public bond issue. **PRAG worked closely with the City to develop a targeted rating agency response and messaging, which resulted in an upgrade by S&P to AA+.** The refunding ultimately resulted in a True Interest Cost (TIC) of 1.67% and NPV savings of $2.47MM or 9.78%.

In April 2021, PRAG began working with the City on its inaugural covenant to budget and appropriate non-ad valorem revenue bond issuance to fund a major downtown economic development project known as Imagine Clearwater. PRAG continuously monitored project spending, cash flow forecasts and interim financing sources to develop a specific financing timetable and strategy. **PRAG also assisted the City in developing a customized rating strategy for obtaining its first CB&A rating, including number of ratings, selection of rating agencies, rating messaging and presentation and participating in rating calls, resulting in an AA+ rating from S&P.** Given the very high credit rating, the City utilized a competitive sale for this bond issuance. The City sold the bonds in June 2022 with nine bidders and a winning TIC of 4.09% for 30-year debt.

In March 2022, the City began the process of establishing a new investment banking pool via an RFP process. The City requested the assistance of PRAG in drafting the RFP content, evaluation criteria, and timetable. The City received 12 responses. PRAG read all proposals and provide a summary matrix of responses to the City. In addition, **PRAG advised the City on the sizing of the underwriting pool in addition to acting as a technical advisor (non-voting) to the selection committee both during the proposal review process and the selection committee meeting.** The City selected an investment banking pool of five firms for a period of five years.

PRAG has also provided the City with affordable housing advisory services for multiple projects. For example, PRAG assisted the City with the review of the request for extension and subordination of existing loans to facilitate the acquisition and rehabilitation of the complex. PRAG assisted the City with the evaluation of the reasonableness of the proposed subordinate loan terms in the context of the overall deal structure and provided a memo reflecting our analyses, findings and options related to the subordinate loan.

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CITY OF FORT MYERS

PRAG was selected by the City through a competitive RFP process in June 2019. PRAG has since provided the City with a broad spectrum of transactional and non-bond services, resulting in numerous benefits and efficiencies.

October 2019: Inaugural Strategy and Prioritization Meeting

- Discussion of objectives and purpose for recent line of credit.
- Immediate refunding opportunities.
- Education and evaluation of Public-Private Partnerships ("P3s").
- Professional services RFPs (i.e. investment advisor, underwriters, legal counsels).
- Review/ updates to debt management, budget and fund balance policies.
- New rules and regulations (i.e. financial obligation disclosures).
- Notifications and posting related to MA rules (i.e. IRMA exemption requests).

October 2019 – March 2020: Investment Advisor RFP and Selection

- Developed initial draft of an Investment Advisor RFP, including minimum qualifications, scope of services, proposal contents, page limitations, evaluation criteria and timing.
- Reviewed and commented on working drafts of the RFP and worked closely with the finance and purchasing departments to finalize the RFP prior to distribution.
- Assisted the City in answering questions received from potential respondents.
- Read proposals, provided a summary matrix and served as advisor to the selection committee.

November 2019: Public Private Partnership (P3) Educational Session

- Developed a detailed presentation and provided an educational session to the City's finance staff and City Manager regarding P3s.
- Discussion of P3 delivery methods, structures, options and benefits / considerations.
- Discussion of PRAG's approach, experience and scope of services related to P3s.
- Discussion of debt capacity and affordability of the City's general fund credit, CIP and evaluation of project delivery and financing options, including public bonds versus P3s.

December 2019: Evaluation of City's Utility Debt Portfolio and Refunding Opportunities

- In-depth review of the City's Utility System debt portfolio, including:
- Debt policy compliance;
- Sales method options;
- Underwriter selection process;
- Ratings strategy and process;
- Debt service reserve fund considerations; and,
- Time and cost estimates and economies of scale given recent transaction.

January 2020: Evaluation of Specific P3 Opportunity for the City

- Evaluation of P3 options related to the City's new police headquarters, including:
- Comparison to a traditional City procurement process;
- Identification of major costs under P3 and traditional procurement;
- Identification of risks and possible risk allocations;
- Discussion of potential impacts on debt capacity, balance sheet and credit ratings; and,
- Sample of applicable case studies.

January 2020: Review and Recommendations on Budget Policy

- Review and recommendations on the City's new budget policy.
- Incorporation of GFOA/ NACSLB policy recommendations.
- Identification of specific City staff member(s) responsible for policy compliance.
- Compliance with and/or complementary to City's other policies.
- Provided information to the City regarding budget policies for similar entities.

March 2020 – May 2020: $40,270,000 Utility System Refunding Revenue Bonds, Series 2020A & $36,435,000 Subordinate Utility System Refunding Revenue Bonds, Series 2020B

- Proactively identified a unique refunding opportunity to refund SRF loans with public bonds.
- Managed the expedited execution of the Series 2020 Bonds, completing the transaction in two months and achieving a True Interest Cost of less than 1%.

June 2020 – October 2020: Bond Underwriter Pool RFP and Selection

- Developed draft of the City's Underwriter Pool RFP, including minimum qualifications, scope of services, proposal contents, page limitations, evaluation criteria and timing.
- Reviewed and commented on working drafts of the RFP and worked closely with the finance and purchasing departments to finalize the RFP prior to distribution.
- Assist the City in answering questions received from potential respondents.
- Read proposals and provide a summary of responses to the selection committee.
- Act as a technical advisor to the selection committee.

October 2020: Evaluation of Special Assessment District Structure and Financing

- Review draft resolution, project budget and City and State legal codes related to the proposed special assessment district.
- Provide data and evaluation of financing costs related to the proposed project.

June – August 2021: $11,721,000 Utility System Refunding Revenue Note, Series 2021A

- Managed and executed the City's first-ever RFP process for bank loans, including developing the RFP, assisting with answering questions from potential respondents, reading all proposals and providing a summary matrix and evaluation of the responses.
- Resulting borrowing cost of 1.26% and NPV savings of $2.9MM, 16.98% of refunded par.

November – December 2021: Research/ Analysis re: New Police Headquarters

- Performed research on costs, timing and financing for new police station projects in FL
- Provided analyses on the City's borrowing capacity and various debt service structures.

December 2021: Fire Apparatus Equipment Lease

- Assisting the City in securing an equipment lease for new fire apparatus.
- Managed correspondence and communications with potential lessees.

February – April 2022: $34,294,000 Capital Improvement Revenue Note, Series 2022A & $11,291,000 Capital Improvement Revenue Note, Series 2022 B (Taxable)

- Assisting the City in the evaluation and execution of two bank loans to repay an existing line of credit and fund new general government projects
- Expedited the financing process to lock in low long-term interest rates

June - September 2022: $30,000,000 Capital Improvement Revenue Note, Series 2022C (Line of Credit)

- Assisting the City in the evaluation and execution of a revolving line of credit to fund general government projects over a 3-year period.

October 2022: Rating Agency Response and Management Post Hurricane Ian

- Assisting the City in developing and managing rating agency responses, materials, phone calls and other communications post Hurricane Ian, resulting in affirmations of ratings and outlooks

January 2023 – March 2023: Bond and Disclosure Counsel RFP and Selection

- Researched and provided the City with samples of similar RFPs
- Developed initial draft of a Bond and Disclosure Counsel RFP, including minimum qualifications, scope of services, proposal contents, page limitations, evaluation criteria and timing.
- Reviewed and commented on working drafts of the RFP and worked closely with the finance and purchasing departments to finalize the RFP prior to distribution.
- Read proposals and provide a summary of responses to the selection committee.
- Act as a technical advisor to the selection committee.

June 2023: Bonds 101 Presentation to Staff and City Council

- Developed materials and participated in a Bonds 101 presentation to City staff and Council
- Coordinated presentation and roles with Bond and Disclosure Counsel

April 2023 – October 2023: $139,035,000 Utility System Refunding and Revenue Bonds, Series 2023

- Managed all aspects of the multi-faceted financing, which consisted of new money, refunding/restructuring and partial prepayment on a line of credit.
- Restructured certain existing debt via a refunding to target debt service savings in the near-term.
- Developed and implemented a rating agency strategy and detailed rating presentation that resulted in a rating upgrade from A+ to AA- from S&P.
- Negotiated the release of a debt service reserve fund requirement with an existing lender to eliminate the City's risk of a future cash deposit.
- Evaluated multiple debt service structures and couponing options considering the impacts on user rates, investor preferences and the City's overall financing objectives.
- Advised the City on timing, structure and pricing levels during extremely volatile market conditions.

October 2023 to Present: General Obligation Bond Referendum for Parks/ Rec Projects

- Participate in calls regarding the process and timeline for a potential future GO Bond referendum to fund the City's Parks and Recreation Master Plan.
- Advised the City and Bond Counsel on the draft bond referendum resolution to incorporate language that allows for maximum structuring flexibility of future debt.
- Provide analysis on preliminary interest rates, structuring and credit ratings for a future general obligation bond issue.
- Perform ongoing research and developed database on other Florida cities' general obligation referenda, programs, project

December 2023 to June 2024: Fitch Rating Criteria Changes and Impacts to City Ratings

- Informed the City of upcoming rating criteria changes by Fitch that would likely result in an upgrade to the City's CB&A rating in 1-2Q24.
- Assisted the City in Fitch rating surveillance, resulting in upgrade of the City's Issuer Rating to AA and CB&A rating to the same AA level.

c. Describe Firm's experience dealing with major rating agencies during the past two (2) years, including the extent to which governmental clients were involved.

Working with issuers on their credit ratings is a key responsibility of the municipal advisor -- higher credit ratings typically translate into lower borrowing costs. **Through ongoing relationships and experience with the credit agencies, PRAG is a tireless advocate for its clients.** As a result of representing many different clients before the rating agencies over a number of years, we have developed a deep and nuanced understanding of the credit rating process. Our knowledge of credit, combined with the direct involvement of senior staff, allows PRAG to develop a unique rating strategy for our clients. PRAG is often at the forefront in developing its clients' ratings strategies, from developing and generating the presentations, to anticipating likely questions the rating analysts will have, to participating in the ratings meetings and following up to rating agency requests for additional information. **We will apply this experience with our detailed understanding of each agency's scorecards to assist the City in maintaining its existing high general fund rating, establishing a new water and sewer credit rating and identifying opportunities for potential rating improvements in the future.**

PRAG Credit Rating Advisory Services

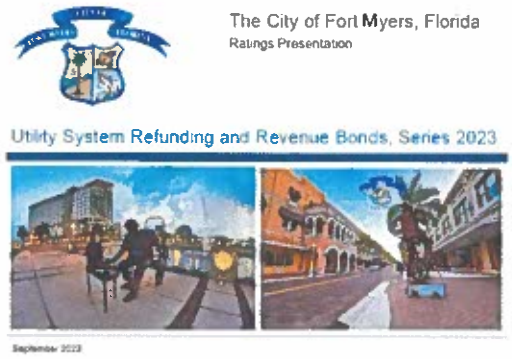


PRAG's credit expertise and experience benefits our existing clients through our proactive strategies designed to manage client credit ratings. PRAG assists our clients in the development and execution of their credit strategies and rating agency communications both during a bond issue and during rating surveillance, providing analyses, drafting presentations, assisting in written responses to rating analyst questions, and participating in conference calls and meetings with the rating agencies. **In addition, PRAG assists our clients with post-event rating management and communications, most recently demonstrated by our work with the City of Fort Myers following Hurricane Ian.**

As Financial Advisor, PRAG stays on top of changes in rating agency methodologies in order to further customize our rating agency strategies and supporting analysis for each financing and for rating agency. We work with issuers to evaluate the impact of these published metrics to make the case for obtaining ratings from certain agencies or justifying rating upgrades, both by focusing on the hard metrics and scores, as well as the 'below the line' adjustments that can affect the rating. PRAG digs deep into the scorecards and methodologies of the various rating agencies and independently recreates the scorecards to evaluate the rating agencies' key focus areas and how changes in certain factors or sub-factors (i.e. issuance of additional debt, higher reserve levels, environmental mitigation efforts) could impact our clients' ratings.

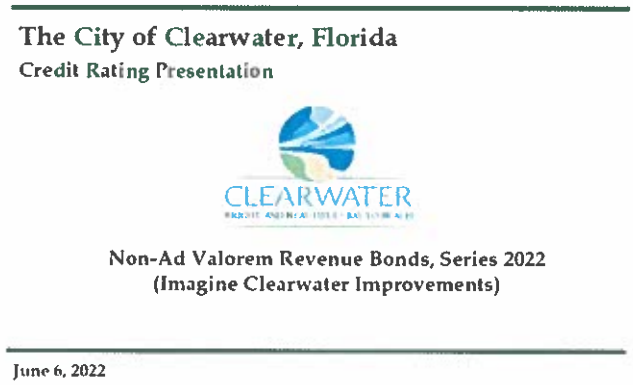
In Florida alone, PRAG has assisted multiple clients in obtaining several rating upgrades, including to the AAA level. The following case studies illustrate examples of our experience and approach in the credit rating process for entities similar to the City of Pinellas Park:

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CUSTOMIZED RATING STRATEGY TO ACHIEVE AN UPGRADE DURING A LARGE UTILITY CAPITAL PROGRAM. Our most recent ratings success for Fort Myers was an **upgrade in September 2023 for the City of Fort Myers' utility system from A+ to AA- in the midst of a $685+ million utility capital improvement plan, expected to be funded with 50% debt.** This upgrade changed the dynamic of the system's ratings by placing both ratings on the Series 2023 Bonds in the double-A category while previously the system's ratings were split at Aa3/A+.

PRAG assisted the City in developing and executing a customized rating agency strategy for the Series 2023 Bonds. Based on the City's historical rating actions and improving System metrics, **PRAG recommended a detailed strategy and developed a detailed 55-page rating presentation that focused on specific messaging and analyses to achieve an upgrade from S&P.** PRAG discovered that the last upgrade for the system was in 2016 and that many of the system's credit metrics under the S&P water and sewer criteria had improved since that time. PRAG developed a scorecard, presentation and messaging focused on these accomplishments, **resulting in an upgrade from A+ to AA-.**



DEVELOPMENT AND IMPLEMENTATION OF AN INAUGURAL RATING STRATEGY. PRAG advised the City of Clearwater on its inaugural covenant to budget and appropriate non-ad valorem revenue bond issuance to fund its major downtown economic development project, Imagine Clearwater. **PRAG assisted the City in developing a customized rating strategy for obtaining its first CB&A rating, including number of ratings, selection of rating agencies, rating messaging and presentation and participating in rating calls, resulting in an expected AA+ rating from S&P.** Given the type of project being financed, PRAG recommended that the City's Project Manager and Sustainability Coordinator participate in the rating call in addition to Finance Staff, allowing for a comprehensive perspective of the project and economic development efforts in addition to financial and credit factors.

Similar to Clearwater, PRAG advised the City of Largo on its inaugural covenant to budget and appropriate non-ad valorem revenue bond issuance to fund its City Hall project. The City had not issued any bonds in over 35 years. **PRAG developed and implemented the rating agency strategy, including a number of ratings, rating agency selection and presentation materials and preparation, resulting in an initial AA rating from S&P as expected.**



PRAG worked with the City to provide detailed data and written responses to specific questions from S&P ahead of the conference call, which included the City Manager, Finance Director, Assistant Finance Director, Treasurer and representatives from economic/ community development and information

technology. PRAG created a detailed rating agency presentation and prepared the City staff for the discussion with S&P. As stated in the recommendation letter from Largo included in our response to Q#3d herein, **"The rating interview went well and a final comment made by Standard & Poor's staff was, *"It seemed like Largo has gone through this interview process before,"* which is largely attributable to the preparation assistance and guidance provided by PRAG.**



DELIVERING A GROWTH STORY RESULTS IN UPGRADE. PRAG advised the City of Auburndale in connection with the Florida Municipal Loan Council Revenue Bonds, Series 2024B (City of Auburndale Series) where the FMLC loaned bond proceeds to Auburndale, an infrequent borrower, for the purpose of financing its $18.7 million Lake Ariana Park improvements and civic center relocation; the bonds are secured by the City of Auburndale's covenant to budget and appropriate from non-ad valorem revenues. As ultimate obligor, the underlying rating attached to the bonds falls on Auburndale rather than the conduit issuer FMLC. The City of Auburndale last borrowed in the public markets in September 2019 (FMLC issued, PRAG advised). At the time S&P upgraded their general creditworthiness from A to A+ citing "relatively stable financial performance and providing a future upside scenario that stressed diversification of the City's tax base coupled with improvement in wealth and incomes while maintaining strong reserves." In April 2024, the City engaged S&P again. As Financial Advisor, PRAG designed a rating agency presentation that highlighted the City's key credit strengths with particular emphasis on increased tax base, economic development and tourism efforts, and the continued growth in general fund reserves. **PRAG analyzed the City's financials and utilized its proprietary model that mirrors S&P's general government rating scorecard. It became apparent to PRAG that the City's growth story and resulting financial strengths could merit another upgrade.** Understanding the strength of the City of Auburndale's management team, PRAG advised the City Manager and Finance Director that their direct participation in delivering the message was of critical importance. **This rating strategy proved successful as S&P upgraded the City again, this time from A+ to AA-.**



EVALUATION OF NEW RATING CRITERIA TO ENHANCE EXISTING RATING. In November 2023, PRAG advised the City of Tampa on the issuance of its $34,935,000 Special Assessment Revenue Bonds (Central and Lower Basin Stormwater Improvements), Series 2023. This was the City's third and final series of Stormwater Special Assessment Bonds.

PRAG also advised on the City's $36.615MM Series 2021 Stormwater Special Assessment Bonds and $84.560MM Series 2018 Stormwater Assessment Bonds. **When both the 2018 and 2021 bonds were issued, of the three major rating agencies, Moody's offered the most favorable viewpoint of the special assessment pledge**. The City pursued only a Moody's rating for both the 2018 and 2021 bonds; each issue received an Aa2 Moody's rating.

Subsequent to the issuance of the Series 2021 bonds, Standard & Poor's updated their special assessment rating criteria. PRAG reviewed the S&P report on the City of Fort Lauderdale's Series 2023A Stormwater Assessment Bonds and discussed the updated rating methodology with the S&P analyst. After

this review, **PRAG felt confident that S&P would likely assign a AA+ rating to the City's Stormwater Assessment Bonds, one notch higher than the existing Moody's rating.** PRAG compared estimated pricing results of different rating scenarios – Moody's only, S&P only, and both Moody's and S&P -- at different assumed rating levels, in an effort to quantify the potential pricing benefit of the second, higher rating.

d. Current clients and references

i. Provide a list of current municipal clients within the State of Florida, the dollar amount of issues or other financing for respective client, and date(s) services were provided.

ii. References – Identify a minimum of three (3) references in the current clients list and include contact person's names, phone numbers, email addresses, and mailing addresses.

PRAG's Active Florida Financial Advisory Contracts

Client Name	Aggregate Financing Amount (2019 - Present)	Contract Term (Start/End Date)
Brevard County Hosing Finance Authority	$69,855,000	October 2014 - September 2024
Broward County	$1,933,987,000	February 2014 - December 2024
Captiva Erosion Prevention District	$0.00	Engagement Letter
Central Florida Tourism Oversight District (CFTOD)	$0.00	March 2023 - Ongoing
City of Belleair Beach	$0.00	Engagement Letter
City of Clearwater	$50,430,000	February 2019 - September 2027
City of Ft. Myers	$303,531,000	July 2019 - September 2024
City of Palm Bay	$100,000,000	September 2020 - September 2025
City of Palmetto	$66,692,300	Transactional
City of Tampa	$982,334,384	April 2005 - June 2030
City of Treasure Island	$8,000,000	August 2022 - September 2024
City of West Melbourne	$0.00	Engagement Letter
City of Wildwood	$0.00	February 2022 - September 2024
Columbia County	$5,665,165	October 2022 - September 2027
Emerald Coast Utilities Authority	$0.00	July 2021 - July 2025
Englewood Water District	$0.00	June 2022 - February 2027
Escambia County	$51,140,000	September 2018 - September 2026
Florida Division of Bond Finance	$41,465,000	May 2013 - August 2028
Florida Department of Transportation (FDOT)	$0.00	July 2020 - June 2026
Florida Municipal Loan Council	$134,972,540	December 2016 - September 2026
Hillsborough County	$1,149,353,818	September 2005 - September 2027
Hillsborough County IDA	$1,913,060,000	January 2012 - September 2027
Housing Finance Authority of Clay County	$26,837,500	Ongoing
Housing Finance Authority of Miami-Dade County	$1,901,646,932	June 2014 - February 2029
Housing Finance Authority of Polk County	$48,000,000	May 2016 - Ongoing
Housing Finance Authority of St. Johns County	$36,500,000	Octobr 2020 - December 2024
Jacksonville Transportation Authority	$37,960,000	September 2015 - July 2025
Manatee County	$854,204,800	March 2017 - March 2025
Manatee County Affordable Housing	$0.00	March 2017 - March 2025
Manatee County Port Authority	$35,055,000	October 2020 - March 2025
Miami-Dade County	$4,306,789,020	October 2014 - February 2027
North Palm Beach County Improvement District	$0.00	January 2024 - February 2027
Peace River Manasota Regional Water Supply Authority	$100,000,000	February 2022 - February 2027
Pinellas County	$90,554,000	April 2011 - September 2027
Sumter County	$40,081,640	November 2022 - September 2027
Trailer Estates Park & Recreation District	$1,500,000	Engagement Letter
Village of Estero	$0.00	October 2023 - September 2026

Provided below are four (4) relevant governmental client references that receive similar services as proposed in this RFP and can speak to the quality of advisory services and resources provided by PRAG. In addition, you will find in Appendix B recommendation letters from Ft. Myers, City of Largo and City of Clearwater.

City of Ft. Myers

Christine Tenney
Director of Financial Services
2200 Second St.
Ft. Myers, FL 33902
CTenney@cityftmyers.com
(239) 321-7186

PRAG has served as Financial Advisor to the City of Fort Myers since June 2019. Ms. Tenney is Director of Financial Services for the City. The primary PRAG contacts are Natalie Sidor and Molly Clark.

City of Clearwater

Jay Ravins
Finance Director
100 S. Myrtle Avenue
Clearwater, FL 33756
Jay.Ravins@myclearwater.com
(727) 562-4538

PRAG has served as Financial Advisor to the City of Clearwater since February 2019. Mr. Ravins is Finance Director for the City. The primary PRAG contacts are Natalie Sidor and Michael Johnston.

City of Auburndale

Christopher Reeder
Finance Director
4 Bobby Green Plaza
Auburndale, FL 33823
CReeder@AuburndaleFL.com
(863) 968-5133

PRAG has served as Financial Advisor to the City of Auburndale since May 2019. Mr. Reeder is Finance Director for the City. The primary PRAG contacts are Michael Johnston and Wendell Gaertner.

City of Tampa

Dennis Rogero
Chief Financial Officer
306 E. Jackson St., 8th FL
Tampa, FL 33602
Dennis.Rogero@tampagov.net
(863) 968-5133

PRAG has served as Financial Advisor to the City of Tampa since April 2005. Mr. Rogero is Chief Financial Officer for the City. The primary PRAG contacts are Wendell Gaertner and Molly Clark.

4. Demonstrated Knowledge

a. Explain the general financial character and environment currently impacting Florida municipalities.

b. Describe innovations your firm has developed or been involved related to tax-exempt security issues – outlining the problem, solution and results.

c. For a potential proposed project, explain the firm's approach to the following:

i. Indicate the steps your firm would follow in developing a financial plan and the corresponding duties and responsibilities the firm would assume.

ii. Describe the technical and legal support services available to your firm and how they would be utilized in the formulation of the financing plan.

iii. Indicate the extent to which your firm would consider alternatives to traditional municipal bonds in developing the financial plan' describe in detail your firm's related experience, identify firm members and other personnel involved in successfully designing and implementing alternative financing for municipal clients.

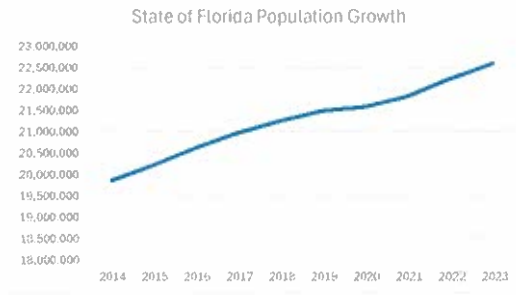
iv. Describe typical circumstances under which the firm would recommend competitive versus negotiated sales of debt issues. Indicate the role your firm would play as financial advisor under each method of sale. Describe your firm's experience with each method of sale.

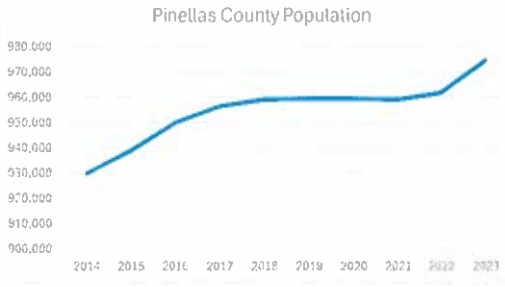
v. Indicate the activities your firm would undertake in facilitating the sale and marketing of the City's debt issue. Describe in detail related experience with such activities.

vi. Describe the duties and responsibilities the firm would perform and assume in a refunding operation for purposes of refinancing the City's existing debt. Indicate the firm's experience in this area.

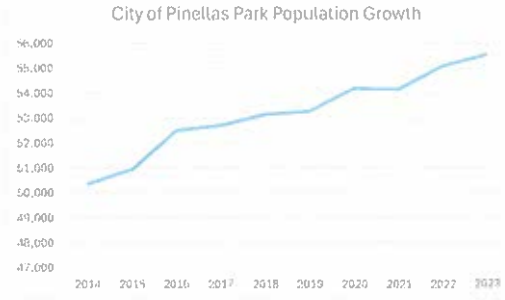
Over the past several years, Florida municipalities have faced not only significant opportunities but also tremendous challenges, reflective of broader national trends in addition to state specific factors. The combination of economic growth across many Florida communities, demonstrated by increases in population and/or property values have allowed certain municipalities to achieve strong budgetary performance, enhanced credit quality and strong reserve levels. Nonetheless, Florida municipalities are simultaneously experiencing the challenges of aging infrastructure, expansion of infrastructure due to population growth, higher project costs due to inflation and higher interest rates. In addition, Florida entities experience the unique challenge of extreme weather and climate related changes, requiring additional planning related to disaster recovery, mitigation and adaptation. Presented below is a detailed discussion of some of the key financial and environmental factors currently impacting Florida municipalities. The PRAG Florida team fully understands these opportunities and challenges and is working with our clients on a regular basis to develop corresponding financial strategies.

POPULATION GROWTH AND INFLATIONARY IMPACTS ON INFRASTRUCTURE: Although rapid population growth throughout the State has benefited revenues for many local governments, it also strains existing infrastructure and requires significant investment and planning efforts. Growth in population requires investments in road expansions and alternative transportation options. The State of Florida experienced 13.9% growth over the last decade (2014-2023), while Pinellas County experienced 4.8% and the City of Pinellas Park 10.4% over the same time period. Interesting to note that Pinellas County's population growth was relatively flat from 2017-2022, while the City's population has shown an overall staggered upward trend with the largest growth seen in 2022 over the last 10 years. **Given the location in Pinellas County, with its significant population density due to the small land area,**



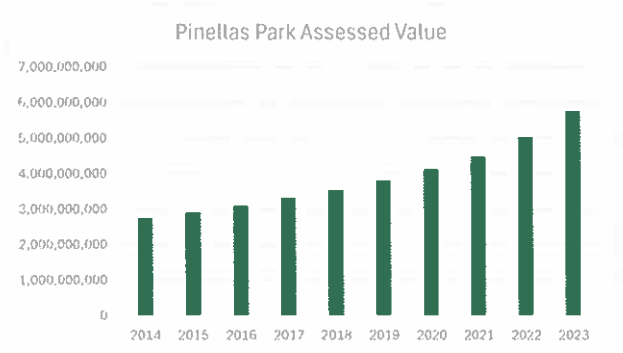


already high population and built out nature, the City could experience certain limitations on revenue growth as compared to less populated counties or cities n ow experiencing much higher population growth. According to the 2023 Florida Local Government Handbook, published in January 2024, **Pinellas County, as a whole, experienced 0.9% growth in population (based on a comparison of the 2021 and 2022 adjusted population estimates used for State Revenue Sharing calculation), with Pinellas Park representing the highest percentage increase at 1.6% out of the 24 incorporated municipalities within Pinellas County.**



Simultaneously, projects are experiencing rising costs due to inflation, which may outpace revenue growth, impacting local budgets. Increased costs for goods, services, and labor are also causing financial pressures. **At the same time, many local governments, like the City, are facing the challenge of maintaining and upgrading aging infrastructure, including roads, government buildings, parks and recreation facilities and water and sewer systems.** Municipalities across Florida are consistently searching for ways to increase both the amount of existing revenues and sources of new revenues to cover these increasing costs and resulting service enhancements and infrastructure improvements.

REBOUND IN TAXABLE VALUES AND RELATED REVENUES: Post-COVID, many local governments in Florida have experienced a strong economic rebound due to population growth and economic gains in new construction, job growth and real estate, following the severe revenue declines during the financial crisis as property values plummeted and the economy suffered major job losses and the resulting impacts. Many municipalities reacted by cutting staff and services, deferring maintenance and capital projects and utilizing reserves. Over the past decade, the City's taxable values have more than doubled to its 2023 level of $5.7 billion. The past two years the City has seen impressive double-digit growth in values of 12.3% in 2022 and 14.5% in 2023. Property values have also rebounded throughout the State from the lows of 2011 through 2013. As a result, municipalities are revisiting and implementing plans to enhance services, catch up on deferred maintenance, begin new capital projects and continue to refill reserves.



REVENUE DEPENDENCY AND VOLATILITY. Property taxes represent the largest revenue driver for many Florida municipalities. Given the growth in population, housing demand and property values as of late, these revenues have been strong and growing for most local governments in Florida. However, fluctuations in the real estate market can significantly impact these revenues, especially in times of economic downturn or housing market volatility. In addition, Florida local governments also depend on sales tax revenues. According to the 2023 Florida Local Government Handbook, the **total local governmental half-cent sales tax revenues, representing the largest amount of revenue for local governments among the state-shared revenue sources, distributed countywide in Pinellas County were an estimated $62.5 million in fiscal 2024 (with $4.7 million to Pinellas Park) versus a projected $49.4 million for fiscal 2020 (with $3.5 million to Pinellas Park).**

Although the majority of Florida municipalities have experienced strong growth trends in this key revenue source, governments must take into account potential future variances due to the population-based formula distribution. Sales tax revenues can be highly variable, influenced by consumer spending patterns and affected by economic conditions, leading to a more unpredictable pattern. Municipalities must develop strong liquidity and reserve positions and corresponding internal policies to properly manage the impacts of future fluctuations and volatility in these types of revenue streams. Local governments are also monitoring certain other revenue streams, such as Communications Services Taxes and Franchise Fees, which have experienced consistently declining trends in recent years.

EXPIRATION OF ARPA FUNDING: Under the American Rescue Plan Act (ARPA), local governments were provided additional financial relief in the wake of the COVID pandemic, **including $9.9 million of ARPA funds allocated to the City with plans to use them for water improvements along with renovations to Youth Park.** To ensure that APRA funds are used within a reasonable timeframe for their intended purpose, specific deadlines for both the allocation and expenditure of these ARPA funds were put in place. Local governments must manage their projects and financial planning carefully to meet these deadlines and avoid the potential for unspent funds that might need to be returned.

- **Allocation Deadline - December 31, 2024**: Local governments must allocate ARPA funds by the end of this calendar year. The funds must be committed to specific projects or expenditures.
- **Spending Deadline - December 31, 2026**: All ARPA funds must be spent by this date, allowing for a two-year window after the allocation deadline for local governments to fully disburse the funds.

As ARPA funding comes to an end, local governments may face several challenges that impact their budgets and financial planning efforts, including revenue shortfalls, structural budget issues, reliance on one-time funding, and strategic planning concerns. For example, some programs initiated or expanded using ARPA funds may require the identification of permanent funding sources to continue these programs. If a local government used ARPA funds for operational shortfalls, they must find new revenue streams or make necessary expenditure cuts to achieve a balanced budget.

CLIMATE CHANGE AND EXTREME WEATHER: Coastal cities and counties throughout the nation, and particularly in Florida, are planning and implementing strategies to defend against the potential economic and environmental impacts of sea level rise and flooding. Coastal communities, like Pinellas County, are vulnerable to sea level rise, which threatens infrastructure, housing, and local economies. Flooding from storms and king tides also poses ongoing challenges. Climate change and related sea level rise could be devastating to many coastal communities in terms of real estate values, resident relocations, safety of drinking water and frequency of flooding. Municipalities must face the added challenge of the exorbitant costs and timeframes to update existing infrastructure and evaluate new water supply sources and water treatment methods to accommodate the impacts of climate change. In addition, frequent and increasingly severe hurricanes and more extreme heat requires substantial resources to prepare and respond with efficiency and incorporate sustainability features into new infrastructure projects, which can be costly. Municipalities must plan for both immediate relief and long-term resilience. Our understanding is that **Pinellas Park participates in broader climate change and resiliency initiatives, such as Pinellas County's Resilient Pinellas Action Plan and the**



RESILIENT PINELLAS
Action Plan

TBRPC TAMPA BAY REGIONAL PLANNING COUNCIL

region's Tampa Bay Regional Planning Council, both designed to guide and coordinate resiliency planning and address the impacts of climate change and sea level rise.

Both investors and rating agencies are increasingly focused on understanding local governments' strategic plans related to climate change. As a result, **issuers are providing more detailed disclosure in their official statements addressing climate change, just as Pinellas Park did with their Series 2022 bond issue.** In September 2023, PRAG acted as Financial Advisor to the City of Fort Myers on its Utility System Revenue Bonds, Series 2023. This was Fort Myers' first public bond issue since Hurricane Ian. As such, Fort Myers included a section titled "Hurricane Ian Impacts" in addition to incorporating risk discussions related to climate change and extreme weather events under "Risk Factors", including providing a discussion of the specific ways that Fort Myers is addressing these risks. (See the City of Fort Myers Official Statement here: https://emma.msrb.org/P21730572-P21329631-P21763316.pdf)

LEGISLATIVE ACTIONS: PRAG continuously monitors legislative and other State level actions that could impact financial matters or economic development initiatives for our local government clients throughout the State. It is common for bills that did not pass this year to be reintroduced or debated during subsequent sessions. Thus, it is important for us to continue to stay engaged with topics or issues that could impact our clients' financial position in the future.

Of particular note, during the 2024 Florida Legislative session, proposed legislation failed that was aimed at imposing restrictions on municipal utility fund transfers. HB 1277 included measures such as limiting the portion of utility revenues municipalities could use for general government functions, requiring public meetings and annual reports, and ensuring excess revenues were reinvested into the utility or returned to customers. Although this bill did not pass, there is a continued focus on transparency and accountability in municipal utility operations and it is expected that this bill could reappear in future legislative sessions.

In the 2023 Florida legislative session, HB 7063 passed and was signed into law, which updates various statutes that require taxes to be imposed by referenda to require that increases and reenactments of taxes be on the ballot in a general election within 48 months of the increase or reenactment becoming effective, and such referenda may be on the ballot only once during that 48-month period. For example, **Pinellas County collects the Penny for Pinellas, of which the City was allocated $7.882 million in fiscal year 2023. The 2023 Florida Local Government Handbook estimates that the City will receive approximately $9.4 million this fiscal year end.** Although the County's voters have approved the extension of the Penny for Pinellas in the past (most recently in 2020 through 2029), the process for renewal is more restrictive under this new law and must be carefully managed.

REGULATORY REQUIREMENTS: One of the major challenges in the financial landscape facing all entities that issue municipal securities is the upcoming requirement for the use of structured data in securities disclosure documents. The Financial Data Transparency Act (FDTA) became law in 2022 as part of the National Defense Authorization Act. The law requires that the SEC, working with other regulators, establish new data reporting standards governing the information reported by municipal issuer on the MSRB's EMMA website, the repository for all municipal market disclosure. The SEC is expected to issue rules later this year and issuers will have to comply by 2027. While the rules are not yet available, it is expected that implementing structured data will impose significant effort and costs on municipalities, especially smaller municipalities. Additional information and updates on FDTA are available on the GFOA, FGFOA and MSRB websites.



b. Describe innovations your firm has developed or been involved related to tax-exempt security issues – outlining the problem, solution and results.

As Financial Advisor, PRAG will work closely with the City to perform a comprehensive review of various tax-exempt financing options, including publicly offered debt, privately placed bank loans and interim financing options to assist the City in developing the best possible plan of finance for a given project(s). PRAG's analysis will focus not only on the timing and economics (i.e., lowest borrowing costs, credit rating impacts, future debt) associated with each financing option but also the benefits and considerations of each alternative in the context of the City's overarching objectives. In addition, during this phase, PRAG will develop and evaluate unique or innovative financing ideas that may better meet the needs of the City in addition to evaluating funding sources specific to certain types of projects, such as State Revolving Fund (SRF) loans or and Water Infrastructure Finance and Innovation Act (WIFIA) loans for qualified utility projects.

The key to PRAG's ability to deliver innovation is our platform that puts senior-level advisors with a broad understanding of and access to market, technical, and legal developments in day-to-day contact with our clients and their specific financing needs. Both in Florida and across the country, PRAG has extensive experience assisting municipal issuers in their financing programs, many of which include complex problems and limitations requiring unique and innovative solutions. The combination of our understanding of municipal operations, our market knowledge and our financial engineering expertise has been instrumental to finding many of these solutions. In addition, as the financial advisor to some of the largest municipal issuers in the nation, PRAG is often the first financial advisory firm introduced to the newest innovations in the market, providing us with the opportunity to analyze such products and, where applicable, to adapt these products for our other clients – both big and small. PRAG's offices collaborate and frequently share various market techniques implemented to solve issues our clients face.

In Florida, PRAG has worked with cities and counties to evaluate, develop and execute unique solutions to meet our clients' financing and non-financing needs. We offer the following case studies to describe instances in which PRAG has developed and executed innovative financing techniques for issues facing our clients, specifically unique and customized solutions that the PRAG Florida team has employed for local governments across West and Southwest Florida.

PRAG Florida's Sample of Evaluation and Analysis of Innovative Financing Options

- **Pinellas County** - Identification and Execution of an Innovative Refunding and Restructuring Opportunity
- **Hillsborough County** – Broad Experience with Traditional and Unique Financings and Development of an Innovative Program Related to Economic Development Incentives
- **City of Ft. Myers** – Identification of Unique Opportunity to Refund SRF Loans with Bonds
- **City of Tampa** - Implementation and Execution of a New Capital Charge and Multi-Year Financing Program

Innovative Refinancing Technique Using a Combination "Cinderella" and Tax-Exempt Loan Structure and Bank Negotiations to Achieve Multiple Financing Objectives

Applicability to the City of Pinellas Park:

Pinellas County

- ***Proactive identification of innovative refunding opportunity of privately placed bank loans.***
- ***Development and execution of multi-faceted refunding plan.***
- ***Successful negotiations with existing lenders, resulting in multiple quantitative and qualitative benefits.***

PRAG presented a combined refunding/restructuring opportunity to Pinellas County ("Pinellas") in August 2020 in connection with its Series 2003 and Series 2012 Bonds. While the Series 2012 Bonds **could not be advance refunded on a tax-exempt basis, PRAG believed that banks would offer a "Cinderella" loan** which would be a taxable loan that would essentially convert to a tax-exempt loan on the first available call date.

Although the Series 2003 Bonds were callable on a current tax-exempt basis, they had not been refunded because, there was a debt service reserve surety policy associated with the Series 2003 Bonds that was necessary to meet the combined debt service reserve requirement of the existing sewer bonds. **PRAG approached Pinellas's existing lenders and negotiated the release of the surety policy and reduced the debt service reserve requirement on their loans,** which allowed the refunding of the Series 2003 Bonds. Together, the transactions provided the following benefits to Pinellas County:

- $3.26MM net present value (NPV) savings from the taxable refunding (7.85% of bonds outstanding);
- $1.55MM NPV from the tax-exempt refunding (29.7% of bonds outstanding);
- Allows for an additional $520,000 in NPV upon conversion of the taxable note;
- Reduced debt service reserve requirement on existing debt;
- Eliminated the need for a debt service reserve on new debt;
- Eliminated the need to replace a $7.8 million surety expiring in 2024 with cash;
- Eliminated the need to provide on-going capital markets disclosure; and
- Eliminated the need for a separate audit of the sewer system.

Broad Range of Bond and Consulting Services, including an Innovative Technique for Non-Bond Services Related to Economic Development Incentives

Hillsborough County Florida

Applicability to the City of Pinellas Park:

- ***Broad range of services for debt issuance, including commercial paper, lines of credit, bank loans and bond issues***
- ***Ability to use innovative market-based solutions to solve non-bond problems***

PRAG has served as the sole Financial Advisor to Hillsborough County since 2012, providing a variety of debt solutions as well as specialized advisory services for infrastructure projects including transportation, affordable housing, privatization, sports facilities and economic development.

One recent unique transaction is the $189 million bond issue for transportation improvements. Part of the proceeds of the financing were used to advance an FDOT interchange project for which FDOT would reimburse the County over a four-year period. Instead of having to pay a premium to redeem bonds as FDOT funds were received, PRAG and the County, along with the County's Bond Counsel, Bryant Miller and Olive, developed a plan of finance that allowed the County to use future FDOT reimbursements to fund a portion of the County's road repaving backlog.

During 2021, PRAG also advised on financing for Hillsborough County that renewed its Commercial Paper program, provided short-term financing for its solid waste utility, securitized existing wastewater special assessments and provided over $166 million in utility improvements. In 2022, PRAG advised the County on its issuance of a $37.5 million line of credit to further support the project funding needs of the Utility System. This line was structured with a subordinate lien on the County's water and wastewater revenues. In 2023, under the County's existing bonding authority established via voter referendum fifteen years prior, the County issued its $53.39 million General Obligation Bonds (Environmental Lands Acquisition and Protection Program) to finance the purchase of certain lands within the County that provided an opportunity to restore forested and ephemeral wetlands. In advance of issuing this debt, PRAG assisted the County in identifying the available bond capacity available and levels of debt that could be absorbed without an increase in debt millage.

Later in 2023, PRAG advised the County on the issuance of its Special Assessment Revenue Note that served to reimburse the County for costs to underground electrical facilities in specific neighborhoods within the unincorporated County. This bank loan was the culmination of nearly ten years of planning as the County created a financial mechanism in which local communities can request the County to create underground special assessment areas in 2014. The next year, the Dana Shores/Pelican Island at Rocky Point community requested the County to consider establishing such an assessment area to finance utility undergrounding improvements and to impose assessments on the benefited properties. The County saw the process through and ultimately cash-funded the undergrounding improvements in the Dana Shores/Pelican Island community, with the final payment to TECO occurring in late 2022. In December 2022, the County conducted a public hearing and adopted a resolution to assess the benefited properties over a 20-year period beginning in November 2023. PRAG assisted staff in establishing parameters for the maximum special assessments to be imposed prior to issuing any related debt that would be secured and repaid by the special assessments. PRAG then developed a Request for Proposals and distributed the same to qualified commercial banks that lend to Florida municipalities. The County received two conforming responses and PRAG assisted the County in negotiating the final terms of the loan agreement. Since the County allows the benefited properties to prepay their assessment balance in full at any time, the negotiations focused on the extraordinary redemption provisions which allow the County to prepay a portion of the loan once per year. PRAG led the negotiations which resulted in the removal of a potentially cumbersome prepayment administrative fee (which would be difficult to pass along to assessment prepayors) and the removal of minimum and maximum constraints on partial loan prepayments. PRAG also helped structure the debt over a shorter, 15-year period, but with resulting annual debt service requirements still covered by the maximum allowable assessments established prior to the note issuance. In the approximate six months since the issuance of the debt, PRAG has assisted the County in calculating assessment prepayments by parcel, which vary by neighborhood under the authorizations, as well as in re-amortizing the loan following a partial loan prepayment.

Since 2019, PRAG has advised Hillsborough County on the following debt issuances and non-bond projects:

Debt Issuances

- $142,720,000 Capital Improvement Non-Ad Valorem Revenue Bonds, Series 2019;
- $103,780,000 General Obligation Refunding Bonds (Environmental Lands Acquisition and Protection Program), Series 2019A and B;
- $90,375,000 Utility Refunding Revenue Bonds, Series 2019;
- $22,000,000 Line of Credit (Solid Waste and Resource Recovery Note, Series 2020);
- $189,290,000 Capital Improvement Non-Ad Valorem Revenue Bonds, Series 2021;
- $275,541,017 Capital Improvement Program Commercial Paper Notes;
- $58,040,000 Wastewater Impact Fee Assessment Special Assessment Revenue Bonds, Series 2021; and,
- $174,935,000 Utility Revenue Bonds, Series 2021A and B; and,
- $37,500,000 Line of Credit (Subordinate Utility Revenue Note, Series 2022)
- $53,390,000 General Obligation Bonds (Environmental Lands Acquisition and Protection Program), Series 2023
- Special Assessment Revenue Note, Series 2023 (Dana Shores/Pelican Island at Rocky Point Electric Distribution Facilities Underground Project)

Non-Bond Projects

- Court Fee Restructuring;
- Neighborhood Special Assessment District;
- Midtown Development Project;
- Court Master Plan Analysis;
- Library P3 Market Sounding;
- Impact Fee Analysis;
- Impact Fee Offset Auction;
- Ybor City Redevelopment RFP;
- MOSI Redevelopment;
- Affordable Housing;
- Film Studio RFP;
- Unsolicited P3 Proposal Analysis (Public Safety)
- Mosquito Helicopter Analysis

There is one project in particular that we implemented for Hillsborough County that illustrates our ability to assist in solving challenges that are not directly bond related - the development of an Impact Fee Offset Credit Auction. Hillsborough County has historically provided credits against future transportation impact fees to developers whose infrastructure investments benefit areas outside their development. By 2016 the amount of transportation offset credits had grown to $100 million with no stated expiration dates. Hillsborough County had transitioned from a transportation impact fee program to a broader mobility fee program and desired to reduce the amount of offset credits outstanding in order to reduce its liabilities and provide a process to utilize the credits for future economic development projects. Although this was not a bond related transaction, Hillsborough County engaged PRAG to develop and implement a program that would provide an orderly and fair process for willing developers to sell their offset credits to Hillsborough County at a discount.

PRAG worked with Hillsborough County to develop a concept, document the process, coordinate communication with the development community, meet with offset owners, and obtain the required County Board approvals. Owners of the credits could offer their credits for purchase at a discount. Hillsborough County would buy the credits offered at the lowest discount first, and then continue to purchase the next highest discount until all allocated funding was used.

Hillsborough County held a total of five auctions. In all, Hillsborough County has purchased $69.8 million in face amount of impact fee offset credits for a net outlay of $47.9 million, a savings of over $22 million. In addition, the program accelerates the conversion to a full mobility fee structure and a significant portion of the credits have been retained by Hillsborough County at their face value for future economic development incentives.

Unique Refinancing of SRF Loans with Bonds and a New Subordinate Lien Resolution

Applicability to the City of Pinellas Park:

- ***Debt portfolio monitoring led to the identification of a unique refinancing opportunity.***
- ***Structured new debt to achieve targeted debt service savings to minimize near-term customer rate increases, while providing flexibility for future debt.***
- ***Creation of a new subordinate lien bond resolution.***
- ***Fast and efficient execution to take advantage of low rates, with a TIC less than 1%.***

City of Palms

PRAG **proactively identified a unique refunding opportunity for the City's utility system that involved make-whole provisions on a bank loan, the release of a debt service reserve, and the refunding of State Revolving Fund loans with new subordinate bonds.** PRAG evaluated various structures, taking into account the System's aggregate debt service profile and capital improvement plans **to achieve maximum near-term cash flow relief, reduce or minimize near term rate increases for customers and preserve senior lien borrowing capacity for future projects.**

The City targeted the following financing objectives with the Series 2020 Bonds: (i) achieve maximum cash flow relief over the next five fiscal years, reduce aggregate maximum annual debt service, and level out the System's aggregate debt service profile and (ii) take advantage of historically low interest rates to refinance already low rate SRF Loans for savings, while preserving senior lien borrowing capacity for future capital projects via a newly created subordinate lien resolution.

The Series 2020 Bonds represented one of the first Florida water and wastewater financing transactions completed since the COVID pandemic caused severe distress in the markets. PRAG **worked closely with the City and the working group to effectively manage the transaction process and expedite the transaction, completing all necessary approvals, documentation (including necessary COVID disclosures), credit ratings, bond sale and closing in only two months.** Ultimately, the refunding allowed Fort Myers to reduce its aggregate maximum annual debt service by $3.0 million and resulted in a True Interest Cost (TIC) of less than 1%.

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Implementation and Execution of a New, Multi-Year Capital and Financing Program

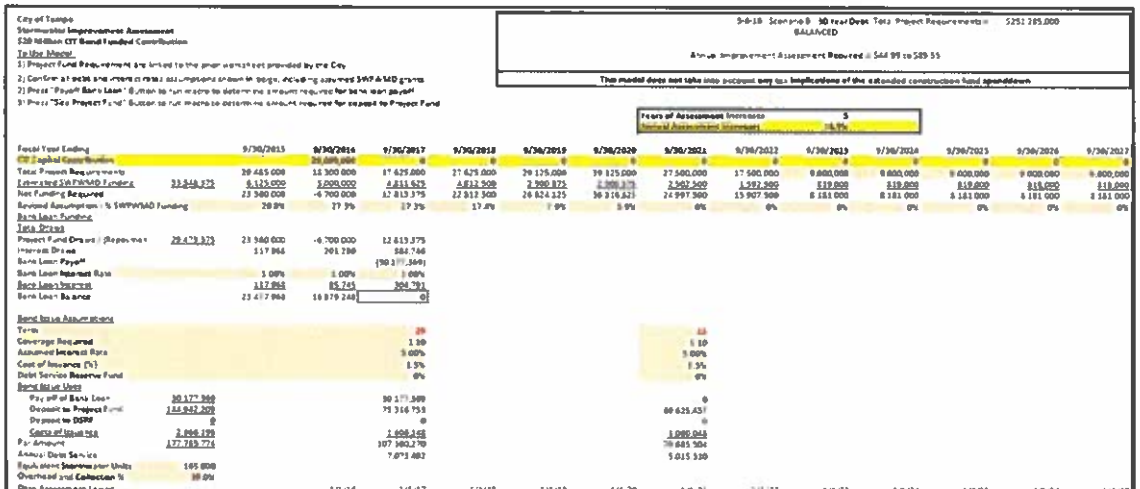
Applicability to the City of Pinellas Park:

- ***Experience with implementing multi-year programs and financing plans***
- ***Developed custom models and financing plans for a new program***
- ***Ability to develop a new capital assessment and establish a new credit/ rating***

PRAG has served the City of Tampa since 2005. Tampa needed to expand its stormwater utility and the applicable assessment areas to address numerous flooding issues throughout the City. The City increased the relatively low operational assessment and asked PRAG **to assist in determining the appropriate financial plan to implement a capital charge based on the expanded assessment area.**

Because the assessment area covered a large portion of the City, it provided a strong credit to back the bonds, but careful structuring was required to ensure that all property owners within the assessment area received a benefit corresponding to their assessment. Also, since the program was going to take ten years to complete, the City had to be comfortable it could deliver the entire program in order to provide the necessary level of benefit relative to their assessment.

PRAG **worked with the City and outside counsel to validate the underlying assumptions for the assessments, capital costs, and expected state funding.** The resulting capital plan required ten years to implement, and PRAG **developed a custom financial model to integrate the assessment collections, the necessary financings, and the capital requirements.** A snapshot of the model is provided below.



The City presented the financial plan to the Mayor and City Council and based on feedback, PRAG **ran a variety of scenarios including increasing assessments, the use of general fund support, and staggered financings.** The final plan obtained support from the Administration, the Council, and the public, and was implemented by the City. **PRAG was involved in structuring and modeling the financial plan for several years before its implementation.**

In November 2023, the City priced its third and final series of stormwater assessment bonds and was able to obtain a new AA+ rating from S&P for the $34.935 million issue, enhancing the existing Aa2 rating from Moody's. PRAG also advised on the $36.615MM Series 2021 Bonds and $84.56MM Series 2018 Bonds.

c. For a potential proposed project, explain the firm's approach to the following:

i. Indicate the steps your firm would follow in developing a financial plan and the corresponding duties and responsibilities the firm would assume.

ii. Describe the technical and legal support services available to your firm and how they would be utilized in the formulation of the financing plan.

iii. Indicate the extent to which your firm would consider alternatives to traditional municipal bonds in developing the financial plan' describe in detail your firm's related experience, identify firm members and other personnel involved in successfully designing and implementing alternative financing for municipal clients.

iv. Describe typical circumstances under which the firm would recommend competitive versus negotiated sales of debt issues. Indicate the role your firm would play as financial advisor under each method of sale. Describe your firm's experience with each method of sale.

v. Indicate the activities your firm would undertake in facilitating the sale and marketing of the City's debt issue. Describe in detail related experience with such activities.

vi. Describe the duties and responsibilities the firm would perform and assume in a refunding operation for purposes of refinancing the City's existing debt. Indicate the firm's experience in this area.

PRAG'S PROVEN, MULTI-PHASED APPROACH



We view each project as having three stages: strategic planning, implementation, and on-going financial management. **PRAG's fundamental objective is to provide our clients with the information they need to make well-informed strategic decisions, in each of these project stages.** Each phase, which frequently overlap, requires attention be paid to certain key tasks – from long term financial and capital planning during Strategic Planning, to structuring and timing a bond sale or bank loan during Implementation, and to continuing debt management, rating agency communications, and annual reporting involved in Ongoing Financial Management. Working alongside clients both in Florida and nationally, PRAG has developed and refined this approach. PRAG's approach to providing the City with a comprehensive scope of services and formulating a financial plan is executed and supported by our firm's experienced advisory team, technical capabilities and legal support services as described below.

STRATEGIC PLANNING.

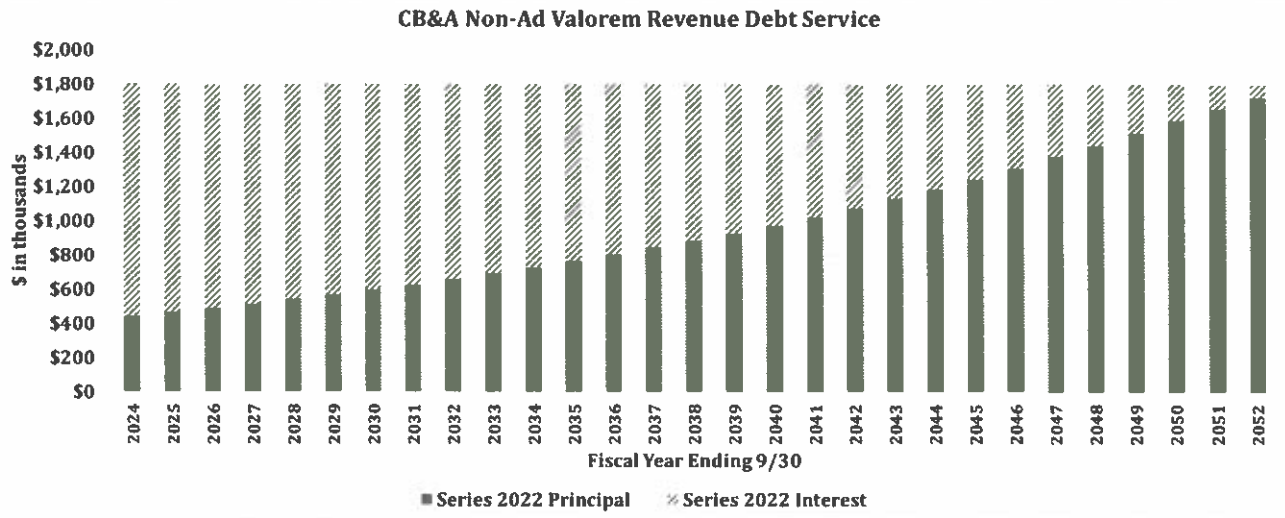
During the initial Strategic Planning phase with the City, we will build upon our existing knowledge base of the City's debt, near-term financing needs, and long-term strategic plans to ensure that we are fully up to speed and take into consideration any new policies, initiatives or objectives in our recommendations. We will work closely with the City, both upon engagement and on an on-going basis, to identify refunding

opportunities and evaluate bonding capacity, in the context of both internal and external considerations to efficiently execute upcoming financings. From a credit perspective, we will work closely with the City to develop a pro-active credit strategy that will allow the City to execute its capital plans. **We will also act as a partner and resource to the City and its consultants (i.e. Bryant Miler Olive, Nabors Giblin & Nickerson, Stantec) in the evolution and implementation of its long-term strategic and capital plans.**

In preparing our response to this RFP, we have undertaken a detailed review of the City's outstanding debt, credit factors and capital plans, using our team's experience and knowledge base of the local area and the City as a foundation. **We have expanded our understanding of the City's current position both to inform our responses to the RFP questions, and as a way to communicate to the City the level of commitment that our entire Florida team will bring to this engagement.** Although these detailed discussions may extend beyond the requirements of the RFP, we have used this process to develop our approach for the City. We would be delighted to add the City to our advisory clientele, and to enter into the same kind of long-standing relationship we have enjoyed with so many of our Florida clients. As described throughout our proposal, PRAG will use its personal knowledge, prior experience and relevant expertise to provide the City with high quality, professional and customized advice for the issuance of bonds, other financial programs and additional services. Provided below is an overview of our approach to providing advisory services and steps when developing a financial plan for the City.

PRAG's UNDERSTANDING OF THE CITY'S OUTSTANDING DEBT, CREDIT PROFILE AND CAPITAL PLANS PROVIDE THE FOUNDATION FOR OUR APPROACH

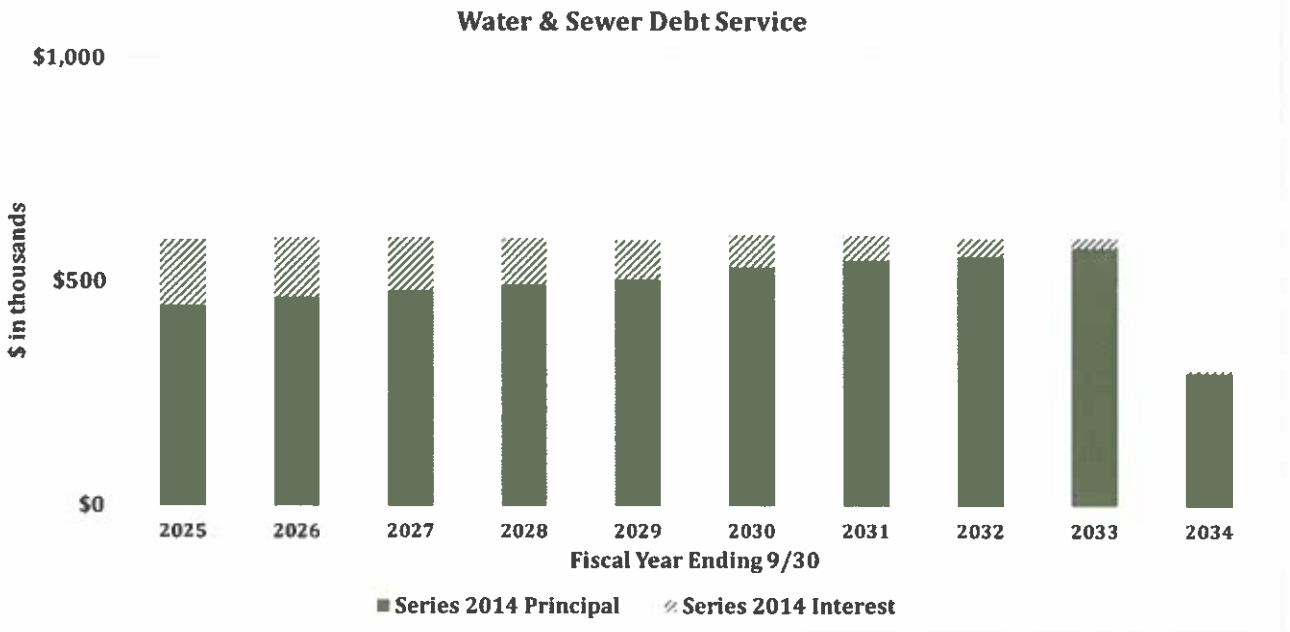
Pinellas Park's Debt Profile, Considerations, and Strategies – General Fund. The City has approximately $27.8 million in general governmental debt outstanding secured by a covenant to budget and appropriate legally available non-ad valorem revenues ("CB&A debt"), which consists of its Series 2022 Capital Improvement Revenue Bonds (the "Series 2022 Bonds"). The Series 2022 Bonds were issued in May 2022 with level debt service and a 30-year final maturity to finance various capital improvements, including a new police station, HVAC chiller system, fire stations and administrative offices. The chart below illustrates the City's outstanding debt service profile for its CB&A debt.



The Series 2022 Bonds are callable on September 1, 2032, thus, does not represent a near-term refunding opportunity for the City. **As the City's Financial Advisor, PRAG would continuously monitor this refunding opportunity in the context of changing market conditions and in conjunction with the execution of future bond issues to achieve economies of scale in terms of administrative time and costs of issuance.** In addition, PRAG would consider any policy restrictions or internal preferences on structuring future debt secured by general fund revenues (i.e. general obligation bonds, CB&A debt, debt

backed by a specific non-ad valorem revenue). One example is the City's limit on general obligation bonds set by the City Charter at 25% of total assessed valuations.

Pinellas Park's Debt Profile, Considerations, and Strategies – Utility System (Water, Sewer, and Reclaimed Water). The City has approximately $6.0 million in utility debt outstanding consisting of its Water and Sewer Loan, Series 2014, which was issued to refund the City's Water and Sewer Revenue Bonds, Series 2003. The Series 2014 loan was issued with a fixed interest rate of 3.06%, semi-annual principal and interest payments and a final maturity of October 1, 2033. The Series 2014 loan is secured by net revenues of the water and sewer system, with allocations of 26.5% water, 71.6% sewer and 1.9% reclaimed water. The chart below illustrates the City's debt service profile for its utility debt.



Similar to the City's general governmental debt, the City's water & sewer debt service profile consists of one outstanding issue with level debt service. As described below, going forward, a large amount of the City's capital needs is related to financing upgrades and improvements to the City's aging utility infrastructure. **The City recently embarked on its sanitary sewer interceptor project, which was funded with APRA funds and $700,000 from Congress in 2022, to design and construct a sanity sewer force main on Belcher Road with greater capacity to prevent raw sewage overflows. The City completed a utility rate study in June 2023, the first study of its kind since 2002, and is in the process of finalizing a formal master plan on its utility system.** The utility rate study concluded that the City's current utility rates were insufficient to fund debt service and operating costs through FY33. Therefore, Stantec, as the City's rate consultant, developed a 10-year financial and rate management plan that recommended annual utility rate adjustments of 3.25%. The study assumed a total of $45 million in future debt to be issued in FY25 to fund capital improvements from the utility system's ongoing master plan. As stated in the

"The city has been undergoing a study of our infrastructure that we utilize to provide water and sewer service throughout the city. The city's infrastructure is very old and uses 110 lift stations to pump sewage to the County's treatment plant. The consultant will prepare a formal master plan which will be presented to the City Council sometime later this year. This also includes updating the city's water meters which will be read via the internet or through the cloud. The water meter costs is estimated at $15 million over the next three fiscal years. It is anticipated that this plan will be costly and that the city will be required to issue bonds to fund the improvements. We will have to prioritize projects and do the improvements over a time frame of several years."

- City of Pinellas Park, Annual Budget Book 2023-2024

City's FY24 adopted budget, *"it is anticipated that this plan will be costly and that the city will be required to issue bonds to fund the improvements."*

The City's water and sewer debt service profile does provide financing flexibility and borrowing capacity to fund its planned utility related capital improvements with long-term bonds. The limitation for bonded debt of the City's water and sewer system is satisfying the rate covenant. The City has a rate covenant composed of two parts under its existing resolution: (i) 1.15x based on net revenues and (ii) 1.20x based on net revenues plus development charges. **It will be important for the City to work closely with its Financial Advisor, rate consultant and legal teams to structure future utility debt appropriately while considering water and sewer rate increases, rate affordability, legal provisions and credit aspects.**

The City has also been pro-active in taking advantage of refunding opportunities when they are available for its water & sewer debt, such as its refunding of its Water and Sewer Revenue Bonds, Series 2003. The City's Series 2014 loan is prepayable anytime at par. However, given the fixed rate of 3.06%, there are not sufficient savings to refund this loan at this time based on current market interest rates.

In addition to the Series 2014 loan, the City also currently has two SRF loans (SRF Phase 4B438100 and SRF Phase 5B43811L) outstanding, with 100% of the allocation going to reclaimed water. The SRF loans are secured by a junior lien on net revenues. SRF Phase 4B438100 currently has approximately $110,000 outstanding, while SRF Phase 5B43811L has approximately $130,000 outstanding according to Stantec's FY23 Utility Rate Study Final Report.

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	City of Pinellas Park 5 Year Capital Improvement Program FYE24-FYE28					
	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	Total
Projects:						
Transportation	$15,258,000	$5,020,000	$1,365,000	$1,365,000	$1,425,000	$24,433,000
General Facilities	$4,910,730	$1,870,725	$1,870,725	$1,870,725	$1,870,725	$12,393,630
Leisure Services	$23,777,709	$2,975,000	$1,045,000	$65,000	$55,000	$27,917,709
Public Safety	$15,274,960	$7,000,000	$0	$0	$0	$22,274,960
Water	$5,010,000	$5,010,000	$5,010,000	$10,000	$0	$15,040,000
Reclaimed Water	$15,000	$15,000	$15,000	$15,000	$15,000	$75,000
Sewer	$3,105,000	$7,105,000	$1,105,000	$1,105,000	$1,105,000	$13,525,000
Stormwater	$4,612,335	$1,867,000	$300,000	$300,000	$300,000	$7,379,335
Total	**$71,963,734**	**$30,862,725**	**$10,710,725**	**$4,730,725**	**$4,770,725**	**$123,038,634**
Funding:						
Multimodal Impact Fees	$476,417	$150,000	$0	$0	$0	$626,417
CRA-TIF/County	$8,708,685	$2,046,500	$1,825,000	$1,075,000	$1,075,000	$14,730,185
CRA-TIF/City	$2,366,475	$328,970	$328,970	$328,970	$328,970	$3,682,355
Contractor Participation	$37,500	$0	$0	$0	$0	$37,500
Infrastructure Sales Tax	$13,140,014	$4,696,755	$1,636,755	$1,406,755	$1,406,755	$22,287,034
General Fund Balance	$435,000	$673,500	$435,000	$435,000	$495,000	$2,473,500
Hazmat Mitigation Grant	$1,822,500	$2,715,000	$0	$0	$0	$4,537,500
FDOT Funding	$3,165,560	$600,000	$0	$0	$0	$3,765,560
Transportation Impact Fees	$311,583	$0	$0	$0	$0	$311,583
Library Donation Reserve	$150,000	$0	$0	$0	$0	$150,000
FDEP Grant	$625,000	$0	$0	$0	$0	$625,000
Parkland Dedication Fee	$295,000	$20,000	$20,000	$20,000	$10,000	$365,000
State Grant	$13,500,000	$0	$0	$0	$0	$13,500,000
American Rescue Plan	$6,700,000	$0	$0	$0	$0	$6,700,000
Pinellas Co. Recycle Grant	$35,000	$35,000	$35,000	$35,000	$35,000	$175,000
Police and Kids Foundation	$100,000	$0	$0	$0	$0	$100,000
Bond Funds	$15,000,000	$7,000,000	$0	$0	$0	$22,000,000
Water and Sewer Fund	$3,230,000	$12,130,000	$6,130,000	$1,130,000	$1,120,000	$23,740,000
Stormwater Fee	$1,665,000	$467,000	$300,000	$300,000	$300,000	$3,032,000
CDBG	$200,000	$0				$200,000
Total	**$71,963,734**	**$30,862,725**	**$10,710,725**	**$4,730,725**	**$4,770,725**	**$123,038,634**

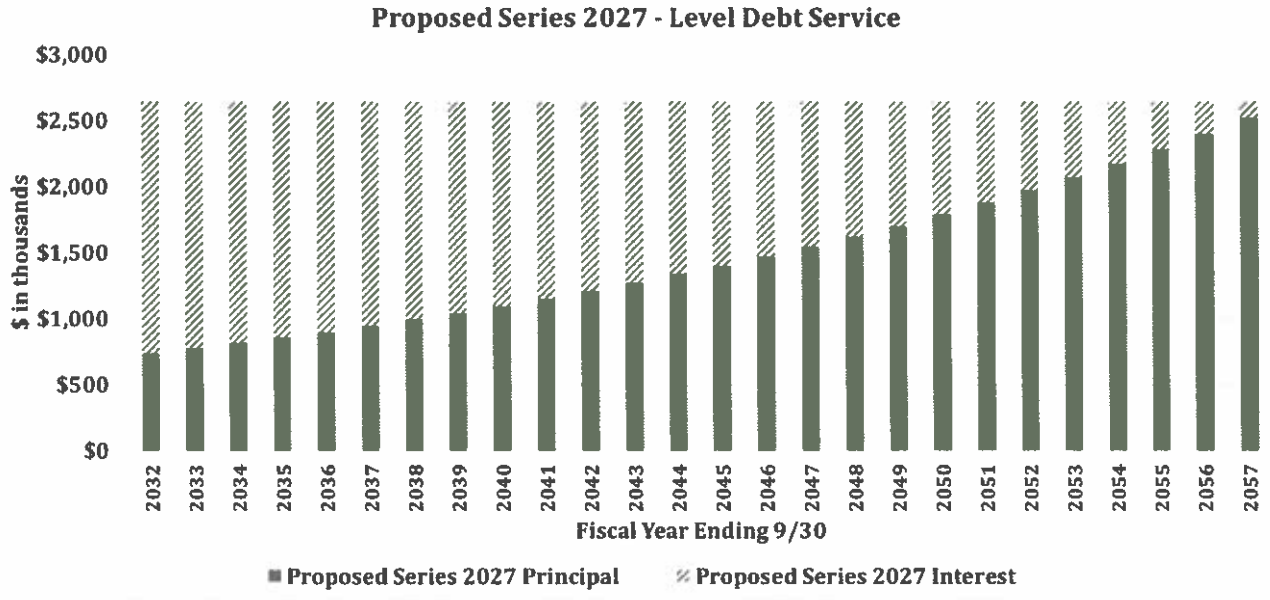
The City's future needs are roughly evenly split between Transportation projects ($24M or 20%), Leisure Services projects ($28M or 23%), Public Safety projects ($22M or 18%), and Utilities (Water, Reclaimed Water, and Sewer) projects ($29M or 23%). **Although the Stantec report states that the City plans to issue $45MM in utility debt in FY25, our understanding is that the City's planned debt issuance is expected to be delayed and possibly upsized. PRAG has evaluated the preliminary financial and credit results of a $45 million new money bond issue in FY27 to fund utility projects.**

PRAG has evaluated the preliminary results of a proposed Series 2027 bond issue for the purpose of funding $45 million of utility projects with a (i) 30-year, level debt service structure and a (ii) 30-year, wrap debt service structure, assuming market interest rates as of June 10, 2024. Both scenarios were analyzed assuming a Moody's Aa2 rating based on the preliminary Moody's scorecard presented in the credit analysis section below. **A level structure allows the City to keep total debt lower and generally equal in each of the 30 years while a wrap structure allows the City to take advantage of borrowing capacity available in the**

later years, thus minimizing the impact on near-term debt service, where existing debt service levels are highest. It is impossible to know where interest rates will be in a couple of years, so we have also run sensitivity analyses for both the level and wrap debt service scenarios to account for potential changes in rates.

The level debt service scenario lays out the proposed Series 2027 over 30 years in a manner that allows total debt service to remain relatively stable year after year. Total gross debt service under this scenario is approximately $79.2 million, with maximum annual debt service of approximately $2.6 million. The table below summarizes these results and shows the changes in debt service that could result from future interest rate shifts.

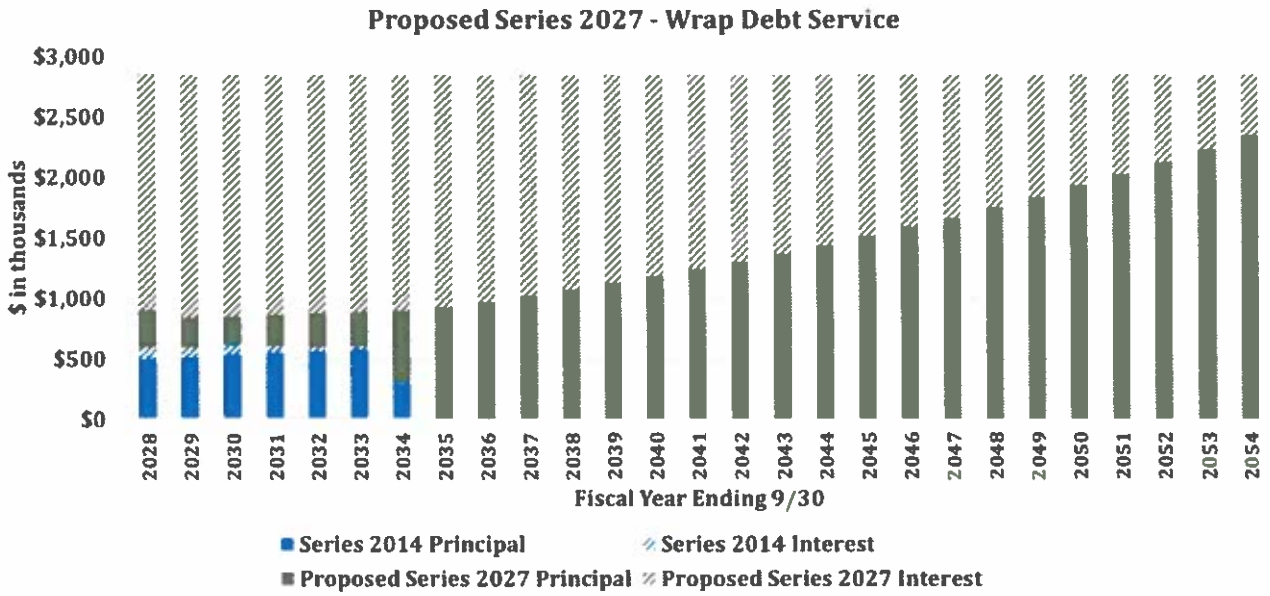
	City of Pinellas Park - $45M, 30-Year Level Debt Service Scenario		
	-50 bps.	Base Case	+50 bps.
Sources:			
Par Amount	$ 39,045,000.00	$ 40,640,000.00	$ 42,280,000.00
Premium	$ 6,247,867.75	$ 4,668,893.00	$ 3,041,097.75
Total	$ 45,292,867.75	$ 45,308,893.00	$ 45,321,097.75
Uses:			
Project Fund	$ 45,000,000.00	$ 45,000,000.00	$ 45,000,000.00
Costs of Issuance	$ 195,255.25	$ 207,293.00	$ 215,397.75
Underwriter's Discount	$ 97,612.50	$ 101,600.00	$ 105,700.00
Total	$ 45,292,867.75	$ 45,308,893.00	$ 45,321,097.75
Bond Summary Statistics:			
All-in-TIC	3.804%	4.132%	4.463%
Average Life (yrs.)	18.956	18.960	18.960
Total Debt Service	$ 76,051,079.17	$ 79,167,227.78	$ 82,360,788.89
Maximum Annual Debt Service	$ 2,538,500.00	$ 2,641,250.00	$ 2,747,750.00
Average Annual Debt Service	$ 2,538,326.40	$ 2,642,332.84	$ 2,748,923.05



The wrap debt service scenario lays out the proposed Series 2027 over 30 years while accounting for the outstanding Series 2014 loan when structuring its annual debt service. Total gross debt service under this scenario is approximately $81.4 million, with maximum annual debt service of approximately $2.8 million.

The table below summarizes these results and also shows the changes in debt service that could result from potential future rate shifts. The wrap structure generates $2.2 million of additional total debt, however, this extra cost comes with the benefit of lower debt service in the earlier years. This structure helps to offset the total higher debt service compared to the level scenario and the higher debt service that comes in the later years, when the City will have more capacity for it. **Overall, a wrap structure allows the City to take advantage of lower long-term interest rates, an inverted yield curve, and borrowing capacity available in the later years, thus minimizing the impact on near-term debt service and resulting in an All-in-TIC (4.153%) that is virtually equivalent to the All-in-TIC in the level debt service scenario (4.132%).**

	City of Pinellas Park - $45M, 30-Year Wrap Debt Service Scenario		
	-50 bps.	Base Case	+50 bps.
Sources:			
Par Amount	$ 38,860,000.00	$ 40,520,000.00	$ 42,225,000.00
Premium	$ 6,436,110.00	$ 4,788,136.70	$ 3,092,114.00
Total	$ 45,296,110.00	$ 45,308,136.70	$ 45,317,114.00
Uses:			
Project Fund	$ 45,000,000.00	$ 45,000,000.00	$ 45,000,000.00
Costs of Issuance	$ 198,960.00	$ 206,836.70	$ 211,551.50
Underwriter's Discount	$ 97,150.00	$ 101,300.00	$ 105,562.50
Total	$ 45,296,110.00	$ 45,308,136.70	$ 45,317,114.00
Bond Summary Statistics:			
All-in TIC	3.828%	4.153%	4.480%
Average Life (yrs.)	20.216	20.166	20.119
Total Debt Service	$ 78,139,938.89	$ 81,376,211.11	$ 84,701,895.83
Maximum Annual Debt Service	$ 2,736,500.00	$ 2,845,000.00	$ 2,955,000.00
Average Annual Debt Service	$ 2,608,045.43	$ 2,716,061.19	$ 2,827,061.24



Below is a table highlighting some of the advantages and considerations that should be taken into account when evaluating a level debt service versus a wrap debt service structure. As Financial Advisor, PRAG would work closely with the City to further evaluate these options in the context of market conditions and the City's overall objectives for this particular financing.

Level Debt Service Structure vs. Wrap Debt Service Structure Advantages and Considerations	
Level Debt Service Structure Advantages	**Wrap Debt Service Structure Advantages**
Predictability: Payments consistent over the life of the bond, making budgeting and financial planning easier **Stability:** Reduced risk of payment spikes due to equal annual debt service **Simplicity:** Easy for stakeholders to understand	**Maximize Structuring Flexibility:** Debt service payments are tailored around existing obligations, allowing for flexibility in structuring current and future debt **Customer Rate Management:** Ability to manage rates (i.e. utility) to avoid large increases or declines in any one year **Capacity Management:** By fitting new debt service into existing financial plans, debt capacity can be managed more effectively
Level Debt Service Structure Considerations	**Wrap Debt Service Structure Considerations**
Capacity Limitations: May limit ability to take on additional debt in the future due to the consistency of annual payments **Lack of Structuring Flexibility:** Little flexibility to structure debt based on existing debt service profile or future debt plans	**Interest Cost:** Deferred principal payments may result in higher interest costs **Future Constraints:** Deferred principal payments may lead to higher payments in later years, potentially creating financial strain if revenues do not grow as expected

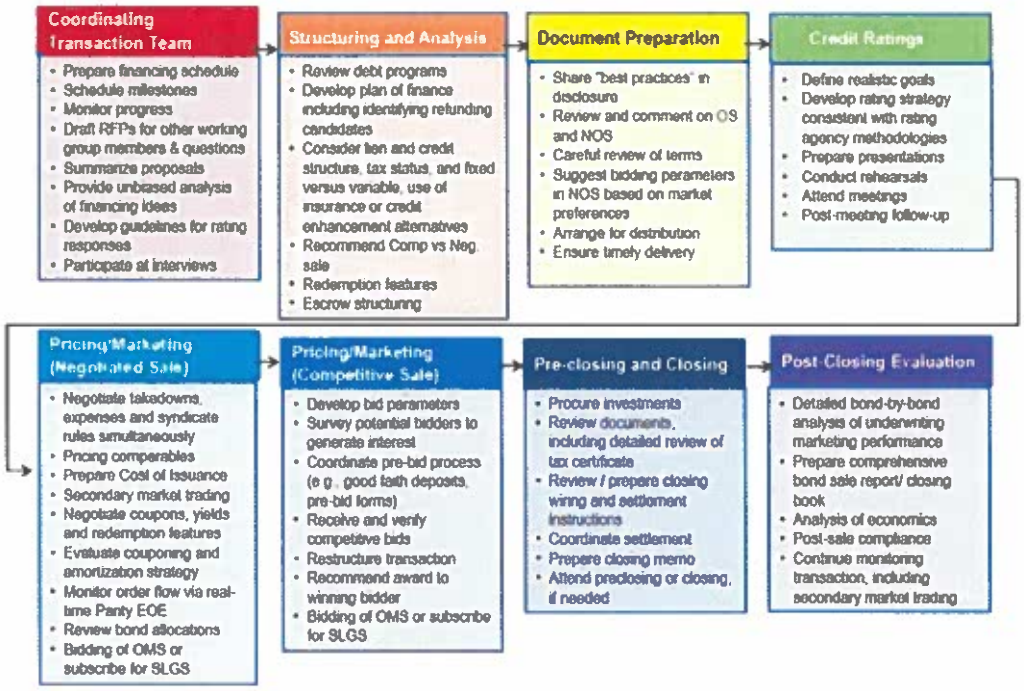
Given that the City's upcoming utility capital needs are well in excess of its outstanding utility debt, **PRAG would also recommend that the City engage its outside consultants, including its Financial Advisor, BMO and Stantec, early and begin the process of designing the financing plan in the near term, including evaluating the repayment of the Series 2014 loan, which would provide with the unique opportunity to develop a new, modernized and more favorable Master Water and Sewer Bond Resolution.** PRAG is currently working with two clients in developing or amending their existing utility Bond Resolutions and can bring this experience to the City.

As Financial Advisor, PRAG would work closely with the City to carefully develop a financing plan and ratings strategy which positions the City to absorb the additional debt in a measured way. PRAG would assist in developing performance projections during the planning process. In our experience with other clients taking on capital programs, we have seen that allowing ample time for financial planning and maintaining open dialogue with rating agencies and outside consultants is meaningful and genuinely helpful. We would be pleased to assist in guiding the City through the process as the City continues to execute its utility capital plan.

IMPLEMENTATION.

The graphic below describes PRAG's approach, steps and responsibilities when developing and implementing a financing plan. To a large extent, each of these processes occurs in the structuring and execution of any bond issue. However, the City's bond issue will have its own unique set of circumstances and financing goals that will warrant further customization of this process on a case-by-case basis.

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COORDINATING THE TRANSACTION TEAM. PRAG will develop a working group distribution list and financing timeline for each transaction which incorporates sufficient lead time for completion of rate studies, revenue sufficiency analysis, bond document preparation and review, rating agency process and marketing in addition to any educational sessions or workshops for staff and/or City Council. By building in additional time within reason, we will be able to execute an organized and streamlined financing process. PRAG will continually monitor the working group's adherence to the timeline. We will incorporate the desired governmental approval dates along with the lead time required for agenda purposes. We will also target the optimal time to enter the market based on market tone, competing issues, and economic announcements.

PRAG creates a term sheet for each issue, distributed with the timeline and distribution list. The term sheet provides a short overview of the financing including the purpose, size, security, payment dates, legal covenants, parity debt, estimated debt service coverage, and other pertinent factors. The term sheet allows all parties to agree upon the important characteristics of the financing, makes drafting legal documents more efficient and highlights any issues that might impact the timeline. Bond attorneys have told us that they value the PRAG term sheet as it allows them to focus on outstanding issues and draft their documents more efficiently.

PRAG will assist with the selection, evaluation, and management of all members of the financing team, as desired by our clients and their procurement processes. Our involvement in this task varies significantly depending on the client. For some clients, such as Hillsborough County, PRAG develops and distributes RFPs for negotiated underwritings, escrow agents, printers, and verification agents. Other clients, such as Miami-Dade County, select their own underwriters but use PRAG to select trustees, printers, and verification agents. Typically, the issuer selects their own legal counsel, but we have the relationships, capacity, and resources to manage whatever selection process the client desires. We act as a fiduciary and have no arrangements, affiliates, or conflicts that would keep us from negotiating the best deal for our clients.

STRUCTURING AND ANALYSIS. PRAG views structuring and analysis as an ongoing element of the financing process. For each financing, PRAG will work closely with the City to develop alternative structural approaches by varying assumptions (e.g. market conditions, timing, rate increases, credit

ratings, reserve levels, redemption features, tax status, etc.), including analyses of potential outcomes, risks, and benefits, to facilitate informed decision-making. PRAG works with our clients to address all financial aspects of any financing, considering the City's existing debt profile, bonding capacity, the immediate needs of the financing and future capital plans to determine the ongoing implications of the chosen financing strategy. The expertise and analytical perspective we bring to our clients enables us to advise them as they determine the most efficient source of funding for projects, consider opportunities to refund existing debt and explore bank lending terms. Our clients appreciate the depth of experience and the sophistication and professionalism with which we provide our services, which cover a range of credits, structures and issues.

Alternative Financing Methods: Bonds versus Bank Loans. For any proposed debt financing, PRAG will analyze both a bond issue and a bank loan structure to determine which structure will provide our client with the optimum mix of pricing, costs, and timing. There are certain instances in which bank loans continue to make sense and provide the lowest cost of funding or other more qualitative benefits for our clients. PRAG evaluates the following characteristics to determine the appropriate financing method that achieves the lowest possible borrowing cost within the context of the issuer's overall goals, timing requirements and legal considerations.

Key Characteristics of Public Bond Issues vs. Private Bank Loans		
	Public Bond Issue	**Private Bank Loans**
Term	1-30 years; Usu. more efficient for longer transactions	1-15 years; Some 20 Years; Usu. more efficient for smaller or shorter transactions
Cost of Issuance	High	Minimal
Credit Ratings	Required	Not Required
Debt Service Reserve Fund	Some Required	Usu. Not Required
Call Features	Usu. 10-year Par Call	Flexible; Some Banks Offer Only Make-Whole Calls
Disclosure	Official Statement; Full Continuing Disclosure Required	No Official Statement; Limited Continuing Disclosure Required (ACFR, Budgets)
Execution Timing	12-16 weeks	6-8 weeks

Alternative Sales Methods: Competitive versus Negotiated. As financial advisor, PRAG's role and objective for both competitive and negotiated sales is to analyze the specific characteristics of each financing independently to develop a recommendation that achieves the lowest possible borrowing cost for the issuer. Our role in both sales methods is very similar—the only major difference occurs during the sales and marketing period as described below. PRAG evaluates the following factors, in addition to the specific characteristics, of each distinct financing to determine the method of sale that achieves the lowest possible borrowing cost, taking into account the issuer's internal objectives as well as external market factors.

Competitive Sale Characteristics	Negotiated Sale Characteristics
Highly Rated or Straightforward Credits	Lower Rated or Story Credits
Stable Market Conditions	Volatile Market Conditions
Standard Security	Innovative Security
Customary Bond Structure	Unusual Bond Structure
Established Entities	New Entities
Frequent Issuers	Infrequent Issuers
Political Considerations	Political Considerations

As described in further detail herein, PRAG works with our Florida clients to determine the appropriate method of sale for each distinct financing and advises on both competitive and negotiated transactions. In many cases, a client will use a range of financing structures in the overall delivery of its capital plan. For example, over the past five years, we have advised the City of Clearwater on one competitive bond issue, one negotiated bond issue and one bank loan, in addition to assisting with ratings surveillance, an investment banking pool RFP and selection process and affordable housing advisory projects, all led by Natalie Sidor.

PRAG will evaluate the specifics of each financing and market conditions at the time of each upcoming financing for the City to determine the most advantageous financing structure.

DOCUMENT PREPARATION. During the process of document preparation, PRAG carefully reviews all bond documents including resolutions, ordinances, indentures, offering documents, feasibility reports, rate studies, bond purchase agreements, and closing documents. In competitive sales, we often draft the Notice of Sale and other bid documents, which we feel allows us greater flexibility in tailoring the documents to the needs of our clients in light of current market conditions. PRAG supports clear, accurate, complete, and timely disclosure, and follows all disclosure guidelines.

CREDIT RATINGS. PRAG's credit expertise and experience can provide benefit by helping the City proactively manage its credit ratings. Ms. Sidor has been actively involved in the development and execution of rating strategies for similar cities, including reviewing methodologies, providing analysis, drafting presentation and attending face to face meetings and conference calls with rating agencies, in each case, helping the client to implement a strategy that has resulted in justifiable affirmations or ratings upgrades over time.

City of Pinellas Park's Credit Profile – General Fund. It is important to note the differences in each of the rating agencies' views, criteria and specific quantitative ratios, and analysis used to assess local government's general creditworthiness and CB&A credits. Below are the high-level views of each agency on the relationship between an issuer's general credit and CB&A credit.

S&P Global

In February 2018, S&P adjusted its general government criteria to rate CB&A debt the same as an issuer's GO debt. S&P is currently in the process of revising their "Methodology for Rating U.S. Governments" to incorporate an "Anchor" score, combining its Institutional Framework score and its Individual Credit Profile score. The request for comment period on the new criteria ended on March 11, 2024 and thus, we anticipate the new finalized criteria to be available this summer. The proposed criteria consolidates the criteria for U.S. states, counties, municipalities, school districts, and special government districts under a single framework for determining a stand-alone credit profile. It is anticipated that the proposed criteria would impact the S&P ratings of ~5% of municipalities nationwide rated by S&P, generally by one notch higher or lower.

--Institutional framework assessment--	--Individual credit profile--										
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6
1	aaa	aa+	aa	aa-	a+	a	a-	bbb+	bbb	bbb-	bb+
2	aa+	aa	aa-	a+	a	a-	bbb+	bbb	bbb-	bb+	bb
3	aa	aa-	a+	a	a-	bbb+	bbb	bbb-	bb+	bb	bb-
4	a+	a	a-	bbb+	bbb	bbb-	bb+	bb	bb-	b+	b
5	a	a-	bbb+	bbb	bbb-	bb+	bb	bb-	b+	b	b-
6	bbb+	bbb	bbb-	bb+	bb	bb-	b+	b	b-	b-	b-

Moody's

In November 2022, Moody's updated its methodology for rating CB&A debt such that CB&A debt is rated at the same level as an issuer's GO rating, representing a similar approach previously implemented by S&P.

Fitch Ratings

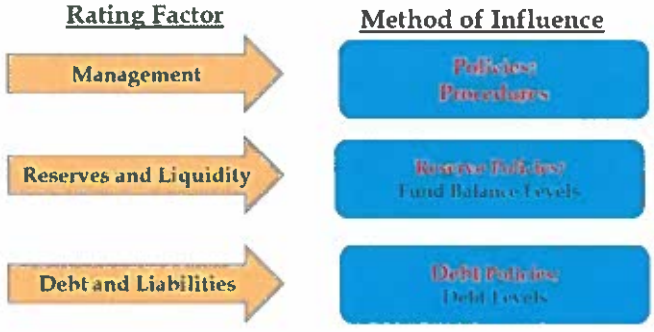
In April 2024, Fitch published its new U.S. Public Finance Local Government Criteria Rating methodology, which generally considers CB&A debt to be on par with an issuer's GO debt, bringing Fitch's viewpoint in line with those of S&P and Moody's on similar credits.

Presented below is a summary of the key credit strengths and challenges noted by S&P for the City's issuer level and CB&A ratings. Clearly, the City has numerous credit strengths that must continue to be communicated to S&P on a regular basis. In terms of challenges, the City must show its ability to maintain

healthy operations and finances with below average wealth and income indicators along with the potential of environmental risks and pension volatility risks.

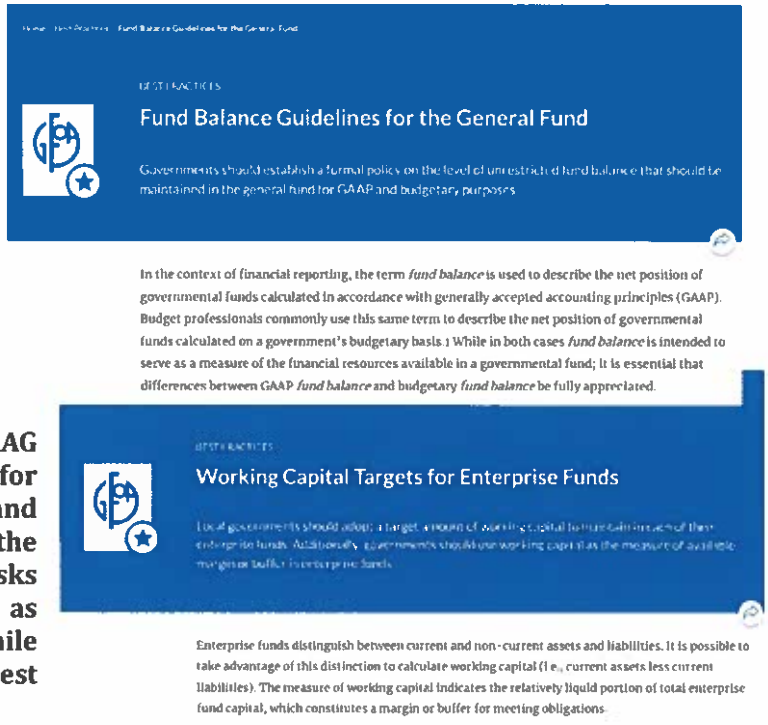
Summary of Pinellas Park's Credit Strengths and Challenges: General Fund Credit Issuer Ratings: --/AA/-- ; Non-Ad Valorem Ratings: --/AA/--	
Strengths	**Challenges**
Growing Tax Base: - Population base stable - Expected tax base growth based on market value growth and building permit trends	**Environmental Risks:** - More susceptible to extreme weather events and climate change
Strong and Growing Reserves: - Strong reserves have continuous growth - Fund balances above 30% of expenditures - Operating surplus in 2022 due to higher than expected revenues and lower than expected expenditures	**Pension Volatility Risk:** - Firefighter pension plan uses a discount rate of 7.25%, which could lead to market volatility in contributions
Strong Management and Budgeting Practices: - Conservative and thorough budgeting assumptions - Strong monitoring - Long-term financial and CIP plans - Set debt management policy and operating reserve policy - Established enhancements to mitgate cybersecurity risks	**Below Average Wealth and Income Indicators:** - Wealth and income metrics not at levels comparable to higher-rated peers - Median family income is currently at 84% of U.S. median family income
Flexible OPEB Plan and Overfunded Retirement Plans: - Overfunded general employee and police officers retirement plans - City's ability to fund OPEB on pay-as-you-go basis helps prevent budgetary stress	**Slower than Average Amortization Rate on Existing Debt:** - Amortization of City's debt profile is slow - Only 37% of outstanding principal is due to retire in the next 10 years - Series 2022 has backloaded principal
Strong Debt Profile with Limited Future Debt: - Expected net debt of $30.5 million	
Future Rating Action Considerations	
- Potential increase in rating with improvement in wealth and income metrics relative to peers - Potential for lower rating with consistent structural imbalances that impact reserves/liquidity	

As Financial Advisor, PRAG stays on top of these changes in rating agency methodologies in order to further customize our rating agency strategies and supporting analysis for each financing and for each rating agency. **PRAG's ultimate goal is to utilize rating agency specific data and analytics to assist the County in developing targets, policies, analyses and strategies to achieve future rating upgrades.**



One area specific that **PRAG would recommend the City focus on in the near-term is reviewing and updating internal financial and debt**

related policies. For example, S&P notes that the implementation of a strong Fund Balance policy with minimum levels and internal controls positively impacts an issuer's ability to maintain very strong unrestricted reserves. The City's General Fund Reserve Policy currently requires unappropriated retained earnings of the General Fund at no less than 10% of the subsequent year's budget expenditures. GFOA recommends a minimum, General Fund unrestricted fund balance of two months, or 16.67%, of General Fund operating expenditures. Note that this level should be used a guideline and not a firm requirement. **PRAG would dig further into the City's policies, both for the General Fund and Enterprise Funds, and provide recommendations that balance the City's unique needs, characteristics and risks with the preferences of stake holders, such as lenders, investors and rating agencies, while taking GFOA and FGFOA guidelines and best practices into account.**



BEST PRACTICES

Fund Balance Guidelines for the General Fund

Governments should establish a formal policy on the level of unrestricted fund balance that should be maintained in the general fund for GAAP and budgetary purposes

In the context of financial reporting, the term *fund balance* is used to describe the net position of governmental funds calculated in accordance with generally accepted accounting principles (GAAP). Budget professionals commonly use this same term to describe the net position of governmental funds calculated on a government's budgetary basis.1 While in both cases *fund balance* is intended to serve as a measure of the financial resources available in a governmental fund; it is essential that differences between GAAP *fund balance* and budgetary *fund balance* be fully appreciated.

BEST PRACTICES

Working Capital Targets for Enterprise Funds

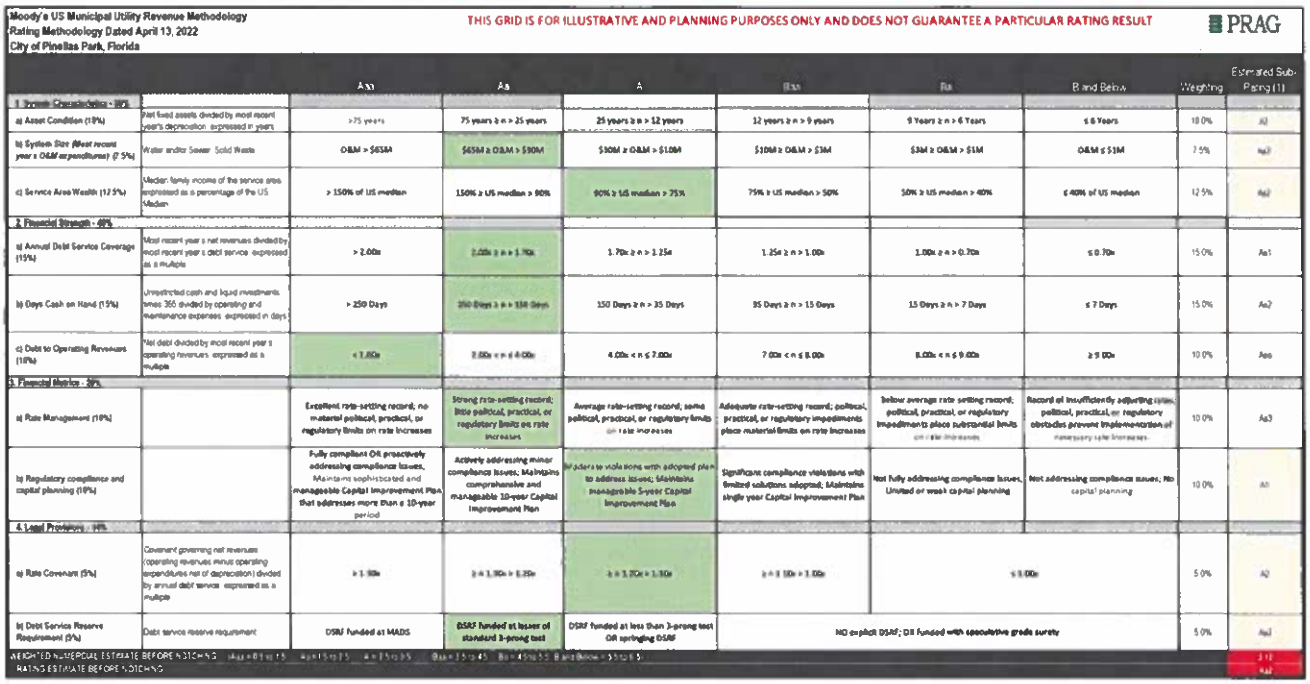
Local governments should adopt a target amount of working capital to be maintained in each of their enterprise funds. Additionally, governments should use working capital as the measure of available margin or buffer in enterprise funds.

Enterprise funds distinguish between current and non-current assets and liabilities. It is possible to take advantage of this distinction to calculate working capital (i.e., current assets less current liabilities). The measure of working capital indicates the relatively liquid portion of total enterprise fund capital, which constitutes a margin or buffer for meeting obligations.

City of Pinellas Park's Credit Profile – Utility Fund. The rating agency criteria for utility credits has remained relatively consistent over time, with changes focused on the rating method (i.e. scorecards), weighting of certain credit factors or sub-factors and notching factors. As noted above, it is important to focus on both the quantitative and qualitative metrics used by each agency. Currently, the City does not have ratings for its utility credit. Given that the City has plans to issue debt under its utility credit in the near future, PRAG has created a sample ratings matrix for the City's water and sewer credit based on FY23 financial data, Stantec's FY23 Rate Study, and Moody's rating criteria, including the impact of issuing $45 million of new money bonds. We use custom spreadsheets based on Moody's criteria which allow us to not only evaluate the City's current financial position, but also to perform "what-if" scenarios to evaluate the rating sensitivities. Our preliminary scorecard analysis reveals that with the expected level of additional debt, we would anticipate an Aa2 Moody's rating. The City's debt to operating revenues ratio (with a sub-weighting of 10%) did increase as expected with the inclusion of the proposed $45 million in future utility debt service but this did not result in any notching movements. The overall indicative rating does not take any "notching factors" into account that could impact the final rating either positively or negatively. Presented below is a draft Moody's matrix with the inclusion of the City's expected $45 million of water and sewer debt. PRAG would utilize this type of analysis as a foundation for our discussions with the rating agencies and provide supplementary analysis, which make the necessary adjustments based on each rating agency's criteria and qualitative back-up documentation and explanations to further justify the rating.

The City has very strong debt service coverage (above its 1.50x target) and low debt to operating revenues, allowing for flexibility in terms of future borrowings. The City's main challenge in terms of its utility system is the amount of aging infrastructure that will require significant capital investment in the coming years, requiring the City to balance potential rate increases with affordability and maintaining a sound financial position.

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Moody's US Municipal Utility Revenue Methodology
Rating Methodology Dated April 13, 2022
City of Pinellas Park, Florida

THIS GRID IS FOR ILLUSTRATIVE AND PLANNING PURPOSES ONLY AND DOES NOT GUARANTEE A PARTICULAR RATING RESULT

PRAG

		Aa1	Aa	A	Baa	Ba	B and Below	Weighting	Estimated Sub-Rating (1)
1. Scale/Competitive - 30%									
a) Asset Condition (10%)	Net fixed assets divided by most recent year's depreciation, expressed in years	>75 years	75 years ≥ n > 25 years	25 years ≥ n > 12 years	12 years ≥ n > 9 years	9 Years ≥ n > 6 Years	≤ 6 Years	10.0%	A2
b) System Size (Most recent year's O&M expenditures) (7.5%)	Water and/or Sewer Solid Waste	O&M > $65M	$65M ≥ O&M > $30M	$30M ≥ O&M > $10M	$10M ≥ O&M > $3M	$3M ≥ O&M > $1M	O&M ≤ $1M	7.5%	Aa3
c) Service Area Wealth (12.5%)	Median family income of the service area expressed as a percentage of the US Median	> 150% of US median	150% ≥ US median > 90%	90% ≥ US median > 75%	75% ≥ US median > 50%	50% ≥ US median > 40%	≤ 40% of US median	12.5%	Aa2
2. Financial Strength - 40%									
a) Annual Debt Service Coverage (15%)	Most recent year's net revenues divided by most recent year's debt service, expressed as a multiple	> 2.00x	2.00x ≥ n > 1.70x	1.70x ≥ n > 1.25x	1.25x ≥ n > 1.00x	1.00x ≥ n > 0.70x	≤ 0.70x	15.0%	Aa1
b) Days Cash on Hand (15%)	Unrestricted cash and liquid investments, times 365 divided by operating and maintenance expenses, expressed in days	> 250 Days	250 Days ≥ n > 150 Days	150 Days ≥ n > 35 Days	35 Days ≥ n > 15 Days	15 Days ≥ n > 7 Days	≤ 7 Days	15.0%	Aa2
c) Debt to Operating Revenues (10%)	Net debt divided by most recent year's operating revenues, expressed as a multiple	< 1.00x	3.00x < n ≤ 4.00x	4.00x < n ≤ 7.00x	7.00x < n ≤ 8.00x	8.00x < n ≤ 9.00x	≥ 9.00x	10.0%	Aa2
3. Financial Metrics - 30%									
a) Rate Management (10%)		Excellent rate-setting record; no material political, practical, or regulatory limits on rate increases	Strong rate-setting record; little political, practical, or regulatory limits on rate increases	Average rate-setting record, some political, practical, or regulatory limits on rate increases	Adequate rate-setting record; political, practical, or regulatory impediments place material limits on rate increases	Below average rate setting record; political, practical, or regulatory impediments place substantial limits on rate increases	Record of insufficiently adjusting rates; political, practical, or regulatory obstacles prevent implementation of necessary rate increases	10.0%	Aa3
b) Regulatory compliance and capital planning (10%)		Fully compliant OR proactively addressing compliance issues; Maintains sophisticated and manageable Capital Improvement Plan that addresses more than a 10-year period	Actively addressing minor compliance issues; Maintains comprehensive and manageable 10-year Capital Improvement Plan	Modest violations with adopted plan to address issues; Maintains manageable 5-year Capital Improvement Plan	Significant compliance violations with limited solutions adopted; Maintains single year Capital Improvement Plan	Not fully addressing compliance issues; Limited or weak capital planning	Not addressing compliance issues; No capital planning	10.0%	A1
4. Legal Provisions - 10%									
a) Rate Covenant (5%)	Covenant governing net revenues (operating revenues minus operating expenditures net of depreciation) divided by annual debt service, expressed as a multiple	> 1.10x	≥ n > 1.10x > 1.25x	≥ n > 1.00x > 1.10x	≥ n > 1.00x > 1.00x	< 1.00x		5.0%	A2
b) Debt Service Reserve Requirement (5%)	Debt service reserve requirement	DSRF funded at MADS	DSRF funded at lesser of standard 3-prong test	DSRF funded at less than 3-prong test OR springing DSRF	NO explicit DSRF; DSRF funded with speculative grade surety			5.0%	Aa3
WEIGHTED NUMERICAL ESTIMATE BEFORE NOTCHING		Aaa=1 to 1.5	Aa1=1.5 to 2.5	A1=2.5 to 3.5	Baa1=3.5 to 4.5	Ba1=4.5 to 5.5	B and Below = 5.5 to 6		2.10
RATING ESTIMATE BEFORE NOTCHING									Aa2

As Financial Advisor, PRAG would further evaluate the impact of these published metrics for the City to make the case for obtaining ratings from certain agencies or justifying rating upgrades, both by focusing on the hard metrics and scores, as well as the 'below the line' adjustments that can affect ratings. PRAG would first assess the City's key credit strengths and challenges, develop mitigating arguments to address challenges, and create a long-term plan of action. In this process, **PRAG will also advise the City on the controllable factors that could enhance its future utility rating, including establishing certain target levels, policies and procedures focused on debt, reserves and liquidity.**

PRICING / MARKETING. As the pricing date for either a competitive or a negotiated sale approaches, PRAG develops a preliminary scale of coupons, yields, call provisions, and takedowns, which are representative of the market for the issuer's bonds. In developing such a scale, our process involves analyzing the client's historical issues and reviewing their absolute and relative values in comparison to the appropriate market indices, such as Municipal Market Data (MMD) Municipal Yield Curves; and checking comparable issues in the current market and their absolute and relative trading values, as well as takedowns. The preliminary scale is used to run preliminary financing schedules ahead of the pricing, which aids in setting expectations for preliminary budget purposes and/or debt service coverage levels.

PRAG focuses on achieving the best pricing by being aware of investor preferences and by structuring financings to appeal to a wide investor base. An efficiently priced bond transaction can save an issuer millions of dollars, and we place a great deal of emphasis on securing optimal pricing results for our clients.

Pricing / Marketing: Negotiated. Prior to marketing and pricing a negotiated transaction, PRAG works with the financing team to develop the optimal bond structure, evaluate security features, obtain ratings, analyze credit enhancement and review bond and disclosure documents in the context of the issuer's existing debt structure, financial resources and future capital needs. PRAG is available to prepare and deliver presentations to the issuer's staff and governing body on the upcoming financing. In addition, PRAG assists our clients in the solicitation of and negotiations with other vendors, such as investment bankers, paying agents/ registrars, printers, etc.

PRAG has developed a thorough process to assist our clients in achieving a low cost of borrowing when pricing and marketing a negotiated bond issue. This process begins well before the actual bond pricing and involves working with the client to develop parameters that set the framework for the pricing. We develop a matrix of call option values, which show the theoretical trade-off among various call provisions of bonds. We

use a similar analytic tool to analyze the trade-off between different levels of discounts and yields and the impact of the shorter duration associated with premium bonds.

Properly pricing a negotiated bond has elements of both art and science. Although pricing is determined by the market, in a negotiated pricing the underwriter recommends the prices at which the bonds will be offered for sale for approval by the issuer. If that initial price is set too low (which means the interest rates are too high), then the bonds will sell but the issuer may be leaving money on the table. If the initial price is set too high, however, investors may not place orders and the bonds will not sell and investors may require a premium to look at a revised pricing.

Pre-Pricing Day. Prior to each bond sale, we follow a rigorous process to assure that pricings are executed efficiently and smoothly. To do so, we gather the following information from multiple sources and provide it to our clients in a timely matter prior to any sale/pricing:

- Detailed market analyses of interest rates, yields, spreads, takedowns and call provisions for comparable issues priced close to the sale date of the client's bonds;
- Historical pricings of the issuer's bonds with the aforementioned information;
- Secondary market trading information of the issuer's bonds, as it indicates investors' appetite and spreads for the issuer's existing bonds;
- Forward economic calendar, which shows major economic releases and Treasury auctions during the week of the issuer's pricing that could potentially move the market;
- Forward issuance calendar, which provides descriptions of upcoming large transactions during the week of pricing and identifies potential competing deals for the issuer, and the overall new issue supply in the market;
- Historical rates and ratios to identify current relationship, historical high-low and average;
- Market inflow/outflow trends, which shows demand for the bonds from specific market segments;
- Review of general market conditions such as recent deal performance, municipal supply, demand by sector, Treasury market trends, major economic news, political events and credit events impacting the bond market.

We keep our clients informed of financial, economic, and governmental trends, including tax law changes that could impact them. To do so, we subscribe to a variety of publications and information services which provide us with some of the raw information and data needed to perform various analyses and to foresee financial, legal, and market trends. These publications include Bloomberg, Tullett Financial, Thomson's TM3, the Bond Buyer, the Wall Street Journal, Moody's Investors Services, Standard & Poor's, Fitch Ratings, State Policy Reports and State Budget and Tax News.

In the afternoon of pre-pricing day, PRAG presents the issuer with current market information and comparable transactions as described earlier. Subsequently, the underwriter presents their pricing views along with those of members of the underwriting syndicate allowing the issuer to see the range of indicative yields in the market. If a retail order period took place, the underwriter would review retail orders. In addition, discussions begin regarding current market conditions, comparable transactions in the market and potential pricing alternatives. The terms and conditions of the purchase agreement between the underwriters and the issuer should be put into final form and agreed to among the parties. Finally, rules guiding priority of orders and designation policy should be established.

PRAG's Pricing Scale. In a negotiated transaction, PRAG would review each manager's price views and the book-running senior manager's initial scale. Based on the pre-pricing information, discussions with underwriters, and our assessment of the market, we would provide the issuer with our own pricing scale. We would utilize our call option model to confirm that the yields we are proposing are not greater on an option adjusted basis than the option adjusted yields on any proposed premium coupon bonds. Once the issue is in the market, we work vigorously to negotiate fair market prices for the issuer's bonds based on current market conditions. We believe in being "firm but fair" in negotiations. Underwriting firms know we are knowledgeable about pricing terms and that we aggressively advocate for the lowest possible rates on behalf

of our clients. In instances in which the underwriter presents levels that we believe are reasonable based on market conditions, however, we recommend accepting those levels.

Underwriter Spread Negotiations. PRAG also assists our clients in negotiating the underwriter spread components (management fee, expenses and takedowns), eliminating an at-times contentious pricing day discussion. PRAG also works with our client and the underwriting syndicate to determine the value of holding a retail order period prior to the formal day of pricing. We also review the way manner in which the issue price will be established in the event that 10% of each maturity is not sold by the time the bond purchase agreement is executed.

Pricing Day. During pricing, PRAG takes an integrated, data-driven approach to evaluate the pricing on bonds to achieve the best possible result for our clients. PRAG will monitor order flow (i.e. demand) of our client's transaction in addition to other transactions and market events occurring during pricing. PRAG provides our clients with the resources and recommendations to assist in fully evaluating and negotiating the final underwriting offers and any suggested re-pricing or structural adjustments. Our process focuses on the key elements in a changing stream of relevant data to provide our clients with multiple opportunities to negotiate their final pricing.

Once a preliminary price has been determined and agreed upon by the issuer and the underwriter, the underwriter will release a pricing wire announcing the sale and the preliminary interest rates and takedowns. After the release of the pricing wire, PRAG and the issuer would be able to monitor the status of the order period through the use of Ipreo's Municipal Bookrunning system, viewing orders in real time.

Recommendations Based on Order Book. After a negotiated order period, PRAG will examine the "book" of orders and review pricing results with our clients to evaluate the success of the pricing period.

Preliminary threshold questions will include:

1. Does the issue meet all legal requirements of the Bond Resolution, including refunding savings if applicable?
2. Does the issue generate funding sufficient to complete the project – new money or refunding of prior bonds?

Additional evaluation criteria will include:

3. Are pricing results reasonably consistent with results for other issues with similar credit characteristics priced concurrently?
4. Are pricing spreads reasonably consistent with spreads for prior issues of the issuer/credit?
5. Did the issue receive market interest consistent with the syndicate's expectations for the issue, and consistent with market interest received by other comparable issues priced concurrently?
6. If pricing results and/or market interest were not consistent with expectations, are there market or other explanations for why this may have been the case?

Depending on the number of orders by maturity, particularly from institutional investors, PRAG will make recommendations to the issuer regarding adjustments in yields and/or changes to coupons. Other factors that are taken into consideration in making recommendations to adjust coupons and yields include: current market conditions, overall supply, buyer sentiment, and absolute and relative spreads to historical issues and appropriate market indices. Once this negotiation is completed and the underwriters receive a verbal award of the bonds, PRAG assists, if requested, with the allotment process to ensure the bonds are fairly distributed among the underwriting group. After reviewing these and any other pertinent questions, PRAG will determine the overall success of the order period and evaluate whether to recommend the client accept the underwriter's offer.

Pricing / Marketing: Competitive. For competitive sales, PRAG works with our clients to determine the fundamental characteristics of the bond issue, obtain ratings, review bond and disclosure documents and prepare and distribute the notice of sale.

We gather pre-pricing information as if we were preparing for a negotiated sale. Our focus is on establishing bid parameters that would give the bidders flexibility in structuring their bids and at the same time fulfill the issuer's goals within any legal and financial constraints. The goals are to allow the issuer the greatest likelihood of achieving the lowest cost of borrowing, while simultaneously maintaining as much flexibility as possible. We have relationships with the major investment banks who typically participate in competitive sales. Based on our experience, we have found that with enough advance notice and consultation, underwriters are willing to accommodate the needs of the issuer.

To accomplish that, and to decide on the best timing of the sale, we check the economic calendar and the calendar of competitive sales on TM3. In developing the notice of sale, we review the prevailing features of notices of sales in the market and we may discuss the contemplated bid parameters with underwriters (in general terms) to gauge expected market response. We also analyze results of recent competitive sales and calculate option adjusted yields using our call option model, which helps us to evaluate coupon restrictions on the callable bonds that may be beneficial to the issuer. For refunding bond issues, we may restrict coupons to avoid dis-savings in any fiscal year. Further, we would draft a notice of sale to provide the issuer flexibility to postpone or change the sale date and time; to revise principal amounts and bid parameters before the sale; and to revise principal amounts after the verbal award to the winning bidder. This flexibility enables the issuer to achieve its desired debt service profile or savings profile in the case of a refunding. When working on very large competitive transactions, we proposed various tranching methods to ensure several bidders, after discussions with major market participants. This helps to assure successful execution regardless of market conditions, even for especially large issues.

Following the electronic distribution of the Notice of Sales and Preliminary Official Statement, PRAG personnel contact underwriting desks to make sure they have received the documentation for the upcoming issue, answer questions, and ask whether or not they intend to bid and with which syndicate, if any. We check the information posted on Parity. If necessary, we schedule meetings with syndicate desks of firms managing a syndicate. We have found that this marketing activity can result in one or two additional bids, ultimately positioning our clients to achieve more favorable pricing results in many instances. After an order period closes, PRAG reviews and verifies all bids submitted via Parity for compliance with bidding restrictions. PRAG developed its own model to calculate TIC precisely, which we use to confirm information provided by Parity before the issuer awards the winning bid.

PRAG'S ACCESS TO MARKET INFORMATION WITH EACH METHOD OF SALE.

Independent Advice Supported by Multiple Market Perspectives. As an independent, financial advisory-only firm, PRAG's structure and presence in the market provides us with the ability to contact multiple underwriting desks to obtain a broad sense of investor appetite, structural preferences, couponing and pricing on any bond issue. This ability for PRAG's senior advisors to directly contact multiple market players across the country sets us apart from smaller regional advisors or advisors with a single underwriting or pricing desk. By accessing market information from a variety of underwriting desks, PRAG can provide a broad perspective on the market well beyond the viewpoint of a single pricing desk.

Our acceptance in the market allows PRAG's advisors to be in frequent communication with syndicate managers across the spectrum of investment banks, both large national broker-dealers and smaller regional firms, and as a result we are able to form a comprehensive and consensus view on interest rates, coupon preferences, spreads and investor demand for our clients' securities.

Prior to pricing, PRAG would speak, on a confidential basis, with the trading desks of leading national and regional underwriting firms, to gauge appropriate pricing levels for the issuer's bonds. We contact underwriting firms that are not participants in the issuer's proposed negotiated sale for pricing views on the proposed financing, as underwriters are generally willing to discuss pricing views with PRAG because they do not see us as a competitor and recognize our market presence.

National Client Base Provides Access to Market Intelligence. With PRAG's national clientele, our clients are in the market on a regular basis. PRAG was an advisor to five of the six largest municipal bond

issuers in 2023. Although a large issuer like the City of New York is not directly comparable to the City of Pinellas Park, PRAG's experience with these clients and participation in these deals keep us in ongoing conversation with underwriting desks, enabling us to have current market information from a variety of primary sources at virtually all times. Because many of our clients are large, frequent issuers of securities, we are aware of trends in interest rates, changes in investor sentiment, and the availability of the newest innovations in the marketplace that could be applicable to our other clients, both large and small. As a result of this early exposure to products and trends, we can bring our clients up-to-date market intelligence and efficiently analyze any new ideas and products.

PRAG'S EXPERIENCE WITH EACH METHOD OF SALE.

PRAG has experience with providing clients advisory services on bond issues under each sale method, **ranking as the #2 Financial Advisor on negotiated sales and the #2 Financial Advisor on competitive sales nationally in 2023.** PRAG will analyze the proper method of sale for each client, even those that have historically only used a competitive or a negotiated sales process. Provided below is an example of PRAG's experience with evaluating and executing bond issues under both sales methods in addition to executing a long-term bank loan financing and an interim line of credit for a Florida client.

Manatee County.

In 2021, Manatee County initiated a new money financing for various improvements to its utility system. Historically, Manatee County had sold their debt on a negotiated basis. However, because of Manatee County's need for immediate financing coupled with the general uncertainty surrounding timing and costs, PRAG recommended a bank line of credit for the Series 2021 Public Utilities Revenue Improvement Notes.

In 2023, Manatee County issued both Utility Revenue bonds on a negotiated basis and General Obligation bonds on a competitive basis. PRAG again evaluated the determinants for each sale in order to provide the most appropriate recommendation for Manatee County. The Series 2023 Public Utilities Revenue Improvement and Refunding Bonds were issued on a negotiated basis due to market conditions at the time and the need for Manatee County to accurately convey its rating strategy/story, among other things. The negotiated sale allowed for the execution of a flexible pricing strategy for Manatee County. The Series 2023 Limited General Obligation Bonds were sold on a competitive basis due to the higher ratings of the GO debt along with the fact that Manatee County is a frequent issuer.

In 2024, Manatee County issued a Series 2024 Revenue Improvement Note under its CB&A credit. The funds were to be used for energy-efficient lighting improvements in county parks and athletic fields. Similarly to the Series 2021 Public Utilities Revenue Improvement Notes, because of Manatee County's need for quick execution, along with the size and term of the financing, PRAG recommended a bank loan. This recommendation allowed for the execution of the financing to take place from start to finish in approximately two months.

The table below shows the four recent financing examples discussed above for Manatee County in which PRAG recommended different sale and financing methods based primarily on the characteristics of the particular credit.

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Manatee County, Florida Sample Debt Structure/ Method Of Sale Decisions				
Recommended Structure & Sales Method	**Bank Loan/ Long-Term Financing**	**Bond Issue/ Competitive**	**Bond Issue/ Negotiated**	**Bank Line of Credit/ Interim Financing**
Issue	Revenue Improvement Note, Series 2024	Limited General Obligation Bonds, Series 2023	Public Utilities Revenue Improvement and Refunding Bonds, Series 2023	Public Utilities Revenue Improvement Notes, Series 2021
Par Amount	$18,659,800	$35,000,000	$191,885,000	$50,000,000
Closing Date	6/18/2024	11/8/2023	5/25/2023	11/23/2021
Credit	Covenant to Budget and Appropriate	Limited General Obligation	Utility System Net Revenues	Utility System Net Revenues
Rating (M/S/F)	None	Aaa/NR/AA	Aa1/NR/AAA	None
Term	15 years	20 years	30 years	1.5 years
Parity Debt Out	Yes	No	Yes	Yes
Use of Proceeds	Energy-efficient LED sports lighting improvements at County owned parks/ athletic fields in connection with a Guaranteed Energy Savings Contract	Voter-approved acquisition and improvement of certain lands for environmental protection	Fund utility capital projects and repay the Series 2021 line of credit	Funding of utility capital projects to address both aging infrastructure and growth
Major Determinates	Size, Term, Execution Speed	Term, General Obligation, High Credit Ratings, Frequent Issuer	Size, Term, Market Conditions, Springing Amendments, Rating Strategy/ Story	Uncertainty of Project Costs and Timing, Execution Speed, Need for Immediate Funding to Begin Certain Projects
Results	**Nine banks responded with 18 unique proposals; Fast and efficient execution at ~2 months from start to finish**	**Eighteen bidders; Incorporated incentive structure to enhance participation**	**Affirmation of very high ratings despite a very large CIP; Execution of a flexible and diverse pricing strategy**	**Seven banks responded with 8 unique proposals; Incorporated put option with longer amortization to comply with bond covenants**

PRE-CLOSING / CLOSING. After any pricing, we move into the pre-closing process. It is PRAG's policy to coordinate the closing logistics and wire transfers. We prepare a detailed Closing Memo, which acts as both the funding guide for the day of closing as well as the final documentation of all cash transfers and costs of issuance payments. For refunding transactions, PRAG competitively selects the verification agent and, in conjunction with bond counsel, determines the scope of the verification agent's review. We review their reports and the resulting cash flow and yield certifications.

After each negotiated issue, we generally provide our clients with a summary of the sale which includes a narrative describing the results of the sale and market conditions, data on coupons, yields and takedowns, retail and institutional orders, an analysis of orders by category (i.e., net designated and member orders) and by underwriter, investor meetings, retentions, allotments and a comparison of yields to various indices and similar issues. PRAG has extensive experience developing post-sale evaluation processes for underwriting syndicates. This analysis has been helpful to clients in evaluating the efficiency of the sale.

POST CLOSING EVALUATION. After closing PRAG provides our clients with a bond sale analysis as a future reference book documenting the structure, pricing and market conditions during the sale. PRAG continues to monitor our client's portfolio on an on-going basis for refunding opportunities and we maintain an open line of communication with the rating agencies.

ON-GOING FINANCIAL MANAGEMENT

PRAG typically considers its role as an advisor to be an ongoing responsibility to our clients, rather than simply a task-driven role. In addition to advising on bond issuances, we would evaluate the City's financial needs and upon request, provide assistance in capital planning, debt monitoring, debt affordability, budget preparation, financial training sessions, legislation analysis and development, public-private partnership evaluation, as well as introducing the latest developments in municipal finance to the City, some of which are described below.

NON-BOND RELATED SERVICES.

In addition to advising on bond issuances, we evaluate each client's ongoing financial and capital needs and aid in capital planning, debt monitoring, debt affordability, policy review and development, financial training sessions (i.e. Bonds 101), legislation analysis, economic redevelopment, and public-private partnerships. Some of these services are more likely to be relevant to the City than others; for each client, we customize the services we offer to ensure that we meet each client's needs.

In Florida, PRAG has provided the following non-debt financial services:

Long-Term Capital Planning and Management/ Financial Modeling/ Budgets

- Stormwater Utility Long-term Planning (*City of Tampa*)
- Water and Sewer Utility Long-term Planning *(Miami-Dade Water and Sewer, Manatee County, Hillsborough County, Englewood Water District)*
- Commercial Paper Program *(Miami-Dade County, Hillsborough County)*
- Budget Development Assistance (*Miami-Dade Water and Sewer, Hillsborough County*)
- Financial Analysis of Mosquito Helicopter Purchase *(Hillsborough County)*

Evaluation and Analysis of Innovative Financing Options

- WIFIA Loan Evaluation/ Advisory *(Peace River, Miami-Dade County Water and Sewer)*
- SRF Loan Portfolio Refunding (*City of Fort Myers Utility System)*
- Qualified Energy Conservation Bond Analysis (*Hillsborough and Broward Counties*)
- Evaluation of Utility Securitization *(Miami-Dade County Water and Sewer)*
- Tax Increment Extension Analysis (*Hillsborough County, Tampa*)

Policy Review and Development

- Debt Policy (*Jacksonville Transportation Authority, Pinellas County*)
- Fund Balance Policy *(Fort Myers, Palm Bay)*
- Investment Policy *(Manatee County, Fort Myers, Peace River)*

RFP Development and Evaluation

- Investment Advisor, Underwriters, Counsels RFP Process *(Largo, Clearwater, Fort Myers, FMLC)*
- Line of Credit RFP *(Manatee County, Hillsborough County, Peace River)*
- Bank Loan RFP *(Sumter County, Tampa)*

Education and Training

- Public Private Partnership Education Session *(Fort Myers)*
- Bonds 101 *(Largo, Tampa, Palm Bay, Fort Myers)*

As a long-term Financial Advisor, PRAG works hand-in-hand with our clients to develop educational and other relevant materials and present this information to the City Council, staff, citizens and other stakeholders on a regular basis. PRAG has created customized materials to assist our clients in presenting general strategic and financial plans or describing a specific bond issue or financing structure and how it fits into our client's underlying goals and capital plans. In addition, PRAG provides our clients with ongoing information on economic news, market developments, industry insights or tax-law changes that may impact the City's near-term financing needs or longer-term financial plans.

The expertise and analytical perspective we bring to our clients enables us to advise them as they determine the most efficient project funding sources, consider opportunities to refund existing debt, and explore bank lending terms. We believe our clients appreciate the depth of the experience and the sophistication and professionalism with which we provide our services, which cover a range of credits, structures, and issues.

For each new bond or refinancing issue, we apply the financing approach detailed above in an organized and well managed fashion, tailored to each client's specific situation. By using a consistent methodology within the framework of each client's unique circumstances and goals, we can position our clients to meet their immediate financing needs and achieve their long-term financial goals.

TECHNICAL AND LEGAL SUPPORT SERVICES AND RESOURCES

TECHNICAL SUPPORT SERVICES. PRAG is recognized by our clients and the public finance community for its technical and analytical expertise – in instances where multiple financial advisors are involved in an assignment, PRAG is often selected to provide the analytics. We take pride in the sophisticated financial models we bring to our financial advisory engagements and we provide our clients with the analysis they need to make data-informed, strategic decisions. PRAG has the capability to custom design and develop software specifically tailored to the needs of our clients. These services are included in our standard fee structure and will not increase the cost to the City. Our personnel have strong backgrounds in quantitative modeling and technical analysis. Finance is ultimately dependent on numbers, and an in-depth understanding of quantitative modeling and analysis is integral to achieving optimal financial results. PRAG professionals keep abreast of market developments and advances in technology to ensure that our clients receive the most sophisticated financial analysis available. Our professionals use a combination of spreadsheet-driven templates, higher level computer languages (e.g., Visual Basic for Applications), linear and non-linear software modules (e.g., What's Best!), as well as "off-the-shelf" software (e.g., the industry-standard DBC Finance), to assure that we are positioned to provide our clients with the analysis they need to make well-informed decisions.

PRAG's analytical toolkit includes an internally developed option pricing model to determine the option adjusted yields of various coupons and call date alternatives, which we use as a tool during negotiated pricings. Although the model is based on several assumptions, it helps issuers decide between alternative structures and can be used as a tool to price lower coupons structures tighter than underwriters initially propose. Of course, other factors should be taken into account in making couponing decisions such as yield to maturity and the impact of including lower coupon structures in tightening the spreads on 5% bonds. The option model can also be used to inform any couponing restrictions in a competitive transaction. Typically, competitive transactions are awarded on a TIC basis, which is a yield to maturity calculation. A 4% coupon may outperform a 5% coupon on a yield to maturity basis but offer very poor pricing on an option adjusted basis. An issuer interested in protecting the bond option could mandate 5% coupons to achieve better option adjusted pricing.

LEGAL SUPPORT SERVICES. In our role as financial advisor, PRAG works closely with our clients' legal teams to ensure that any plan of takes into account all related federal, state and local legal requirements. PRAG is in constant contact with bond, disclosure and tax counsels and has developed a strong working relationship with the public finance legal community nationally and throughout Florida. Additionally, our team receives frequent legal updates from the MSRB, industry organizations and legal professionals, allowing us to stay up to date on regulatory and legal changes that may impact our clients' financings.

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5. Fees for Services

The cost portion of the proposal should include the following element:

a. Describe the firm's proposed fee schedule for the requested services and for various alternative financing methods. Indicate the impact on the fee structure of a competitive sale versus a negotiated sale.

b. Consulting services may be requested in situations that do not involve a debt issue. Explain how the firm would bill for such services, including a proposed billing procedure and rates. The names of key persons who will be the main contact for the City.

c. Indicate the firm's policy regarding out of pocket and/or indirect cost expenses; if such expenses would be reimbursable from the City, itemize the types of expenses and basis of billing by expense type.

PRAG proposes the following fee structure for serving as Financial Advisor to the City. We are open to discussing other fee arrangements such as an annual retainer with a reduction in the transactional or hourly fees.

a. Transactional Fees for Debt Related Services

PRAG's transactional fees per $1,000 of debt are presented below. Because of the base level of activity required for any debt financing, PRAG has a minimum fee per bank loan of $20,000 and a minimum fee per bond issuance of $25,000. PRAG would apply the same transactional fee structure for competitive bond sales and negotiated bond sales. PRAG's proposed transaction fees would remain constant through the term of the agreement with the City.

Our fees and expenses for debt transactions will be invoiced upon the closing of the transaction and are typically paid from the proceeds of the financing. If a transaction does not close, no transactional fee would be owed to PRAG.

Minimum fee (bank loan)	$20,000
Minimum fee (bonds)	$25,000
Fee per bond ($1,000) per series	
First $50 million	$1.00
Next $25 million	$0.90
Next $25 million	$0.70
Amounts Over $100 million	$0.60

b. Hourly Fees for Consulting Services as Directed

PRAG is often engaged to advise on non-bond related projects, or for projects in which a debt financing is not imminent. For such cases, PRAG proposes the hourly fee schedule as presented below. PRAG's hourly fees would remain constant through the initial term of the agreement with the City, with a proposed 3.0% increase annually thereafter.

PRAG is willing to quote estimated or not-to-exceed fees for consulting projects once the project scope is defined. PRAG bills in quarter hour increments for hourly services. Fees for non-transactional consulting services will be invoiced monthly. PRAG does not bill for clerical and administrative time.

PRAG does not invoice for communications (in-person, phone or email) concerning general questions and issues. The hourly fee schedule is intended to apply when the City has a need for review and analysis of or assistance with a specific situation. Common examples include review of financial and debt related policies, assistance with underwriter selection, development and implementation of a rating strategy and communications outside of a transaction, assistance with the financial components for City-initiated

development RFP's and review of public-private partnership opportunities, including review of unsolicited proposals.

Title	Hourly Rate
Senior Managing Director	$300
Managing Director	$250
Vice President	$190
Assistant Vice President/Associate	$170

c. Out of Pocket Expenses

Due to our location in the Tampa Bay area, PRAG will waive all out-of-pocket expenses related to this engagement within the State of Florida, including travel, meals, and parking. PRAG will bill for other direct out of pocket expenses for both debt issuance and consulting engagements, but we expect those expenses to be minimal, if any. Out of pocket expenses could include, but is not limited to, overnight mail, printing and other similar administrative expenses.

d. Additional Charges

PRAG expects that the fee and expense structure above would cover all aspects of the scope of services.

e. Legal Actions

PRAG does not have any convictions or fines incurred by the Firm for any of its principals for violations of any state or federal law within the past three (3) years. None of the Firm's executives have current claims or have participated in litigation against the City of Pinellas Park while with another firm.

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APPENDIX A - FINANCIAL STATEMENTS (2020 - 2022)

EISNERAMPER

PUBLIC RESOURCES ADVISORY GROUP, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2022 and 2021

PUBLIC RESOURCES ADVISORY GROUP, INC.

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors of
Public Resources Advisory Group, Inc.
New York, New York

We have reviewed the accompanying financial statements of Public Resources Advisory Group, Inc., which comprise the balance sheet as of December 31, 2022, and 2021, and the related statements of operations, changes in stockholders' equity and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Public Resources Advisory Group, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

"EisnerAmper" is the brand name under which EisnerAmper LLP and Eisner Advisory Group LLC and its subsidiary entities provide professional services. EisnerAmper LLP and Eisner Advisory Group LLC are independently owned firms that practice in an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. EisnerAmper LLP is a licensed CPA firm that provides attest services, and Eisner Advisory Group LLC and its subsidiary entities provide tax and business consulting services. Eisner Advisory Group LLC and its subsidiary entities are not licensed CPA firms.

Report on 2021 Financial Statements

The 2021 financial statements of Public Resources Advisory Group, Inc. as of December 31, 2021, were reviewed by other accountants whose report dated April 12, 2022, stated that based on their procedures, they are not aware of any material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter - Change in Accounting Principle

As discussed in Note B to the financial statements, effective January 1, 2022, the Company adopted new accounting guidance in accordance with Financial Accounting Standards Board Accounting Standards Codification 842, *Leases*. Our conclusion is not modified with respect to this matter.

EisnerAmper LLP

EISNERAMPER LLP
New York, New York
October 31, 2023

PUBLIC RESOURCES ADVISORY GROUP, INC.

Balance Sheets
(*See independent accountant' review report and note to financial statements*)

	December 31, 2022	December 31, 2021
ASSETS		
Current assets:		
Cash	**$ 140,490**	$ 263,540
Accounts receivable	**3,535,248**	3,680,555
Contract assets	**846,587**	1,200,575
Prepaid expenses	**375,745**	457,397
Prepaid taxes	**38,613**	39,363
Total current assets	**4,936,683**	5,641,430
Property and equipment – net	**61,139**	57,222
Other assets:		
Operating lease right-of-use assets	**948,604**	-
Security deposits	**101,626**	101,626
Total assets	**$ 6,048,052**	$ 5,800,278
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	**$ 1,218,612**	$ 385,118
Accrued compensation and related costs	**2,553,491**	3,326,803
Operating lease liabilities – current portion	**396,015**	-
Deferred rent	**-**	177,910
Profit sharing plan payable	**120,000**	200,000
Total current liabilities	**4,288,118**	4,089,831
Long-term liabilities:		
Operating lease liabilities – net of current portion	**673,080**	-
Deferred tax liability	**87,000**	144,000
Total liabilities	**5,048,198**	4,233,831
Stockholders' equity:		
Common stock – no par value – 400 shares authorized; 206 shares issued and outstanding	**111,111**	111,111
Additional paid-in capital	**75,000**	75,000
Retained earnings	**813,743**	1,380,336
Total stockholders' equity	**999,854**	1,566,447
Total liabilities and stockholders' equity	**$ 6,048,052**	$ 5,800,278

PUBLIC RESOURCES ADVISORY GROUP, INC.

Statements of Operations
(*See independent accountant' review report and note to financial statements*)

	Year Ended December 31,	
	2022	**2021**
Revenues	**$ 12,267,376**	$ 14,567,111
Expenses – general:		
Compensation	**9,371,436**	11,252,811
Insurance	**782,242**	719,158
Computer services	**738,570**	642,112
Retirement plan expense	**436,091**	530,240
Lease expense	**376,952**	407,641
Payroll taxes	**458,946**	453,954
Professional and consulting fees	**150,608**	209,654
Subcontractor fees	**24,675**	21,706
Dues and subscriptions	**74,045**	104,763
Travel	**70,781**	43,292
Equipment rental	**34,424**	33,428
Office	**55,954**	55,512
Telephone	**44,401**	44,663
Repairs and maintenance	**7,214**	13,043
Bad debt	**58,459**	-
Filing fees	**2,770**	4,982
Messenger and postage	**3,414**	3,476
Seminars, conferences and education	**19,608**	2,161
Contributions	**28,250**	4,500
	12,738,840	14,547,096
Income (loss) before other (expenses)	**(471,464)**	20,015
Other (expenses):		
Depreciation and amortization	**(19,684)**	(5,506)
	(19,684)	(5,506)
Income (loss) before provision (benefit) for income taxes	**(491,148)**	14,509
Provision (benefit) for income taxes:		
Current	**18,745**	13,501
Deferred	**(57,000)**	(25,000)
	(38,255)	(11,499)
Net income (loss)	**$ (452,893)**	$ 26,008

PUBLIC RESOURCES ADVISORY GROUP, INC.

Statements of Changes in Stockholders' Equity
(*See independent accountant' review report and note to financial statements*)
Year Ended December 31, 2022 and 2021

	Common Stock	Additional Paid-in Capital	Retained Earnings	Total Stockholders' Equity
Balances – January 1, 2021	$ 111,111	$ 75,000	$ 1,413,441	$ 1,599,552
Stockholder distributions	-	-	(59,113)	(59,113)
Net income	-	-	26,008	26,008
Balances – December 31, 2021	111,111	75,000	1,380,336	1,566,447
Stockholder distributions	-	-	(113,700)	(113,700)
Net loss	-	-	(452,893)	(452,893)
Balances – December 31, 2022	**$ 111,111**	**$ 75,000**	**$ 813,743**	**$ 999,854**

PUBLIC RESOURCES ADVISORY GROUP, INC.

Statements of Cash Flows
(See independent accountant' review report and note to financial statements)

	Year Ended December 31, 2022	2021
Cash flows from operating activities:		
Net income (loss)	**$ (452,893)**	$ 26,008
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Deferred income tax	**(57,000)**	(25,000)
Depreciation and amortization	**19,684**	5,506
Deferred rent	**-**	(22,072)
Bad debt expense	**58,459**	-
Right-of-use assets expense	**355,564**	-
Non-cash interest expense	**15,172**	-
(Increase) decrease in operating assets:		
Accounts receivable	**86,848**	(300,091)
Contract assets	**353,988**	45,233
Prepaid expenses	**81,652**	(186,744)
Prepaid taxes	**750**	(29,553)
Security deposits	**-**	2,376
Increase (decrease) in operating liabilities:		
Accounts payable	**833,494**	92,580
Accrued compensation and related costs	**(773,312)**	515,650
Lease liability	**(428,155)**	-
Profits sharing plan payable	**(80,000)**	(50,000)
Net cash provided by operating activities	**14,251**	73,893
Cash flows used in investing activities:		
Purchases of property and equipment	**(23,601)**	(49,365)
Net cash used in investing activities	**(23,601)**	(49,365)
Cash flows used in financing activities:		
Stockholder distributions	**(113,700)**	(59,113)
Net cash used in financing activities	**(113,700)**	(59,113)
Net decrease in cash	**(123,050)**	(34,585)
Cash – beginning	**263,540**	298,125
Cash – end	**$ 140,490**	$ 263,540
Supplemental disclosure on non-cash operating activities:		
Lease right-of-use asset acquired for lease liability	**$ 193,082**	$ -
Supplemental disclosure of cash flow information:		
Cash paid during the year for:		
Taxes	**$ 9,032**	$ 33,202

PUBLIC RESOURCES ADVISORY GROUP, INC.

Notes to Financial Statements
(See independent accountants' review report)
December 31, 2022 and 2021

NOTE A - NATURE OF ORGANIZATION

Public Resources Advisory Group, Inc. (the "Company") is a New York Corporation that was formed in May 1985 for the purpose of providing independent advisory services to state and local governments and municipal entities, throughout the United States, in connection with public financing of debt instruments. The Company is a registered municipal advisor with the U.S. Security and Exchange Commission ("SEC").

NOTE B - SIGNIFICANT ACCOUNTING POLICIES

[1] Basis of presentation:

The Company prepares its financial statements on the accrual method of accounting in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

[2] Use of estimates:

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the disclosure of contingent assets and liabilities, at the date of the financial statements, and the reported revenues and expenses during the reporting period. Actual results could differ from those estimates.

[3] Cash:

All cash deposits are held by one financial institution and, therefore, are subject to the credit risk to the extent those balances exceed applicable Federal Deposit Insurance Corporation ("FDIC") limitations. The Company has not experienced any losses in such account and does believe there to be any significant credit risk with respect to these deposits. The cash balances in excess of the FDIC limit were approximately $799,000 and $207,000 at December 31, 2022 and 2021, respectively.

[4] Accounts receivable:

Accounts receivable is recorded at their estimated realizable value, after reduction for an allowance for uncollectible accounts. The allowance for uncollectible accounts is determined primarily through specific identification and evaluation of significant past due accounts, which is based on historical experience. The Company reviews individual past due amounts periodically and writes off amounts for which all collection efforts are deemed to have been exhausted. As of December 31, 2022 and 2021, there was no allowance for doubtful accounts required.

[5] Contract assets:

Contract assets represent accrued revenues that have not yet been billed and include retainers earned but not yet billed.

[6] Property and equipment:

Property and equipment owned by the Company are carried at cost, less accumulated depreciation. Depreciation is computed principally using the straight-line method over the estimated useful lives of the assets, generally 3 to 7 years. Leasehold improvements are amortized over the shorter of the life of the asset or the lease term.

Betterments and major renewals are capitalized, while repairs, maintenance and minor renewals are expensed. When assets are sold, the assets and related allowances for depreciation are eliminated from the accounts and any resulting gain or loss is reflected in income.

NOTE B - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

[7] Impairment of long-lived assets:

The Company evaluates the carrying value of its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be fully recoverable. Recoverability of long-lived assets is assessed by a comparison of the carrying amount of the asset to the estimated future net cash flows to be generated by the asset. No impairment charge was recorded for the years ended December 31, 2022 and 2021, respectively.

[8] Income taxes:

The Company has elected under the Internal Revenue Code to be an S corporation. The stockholders of an S corporation individually report for tax purposes their proportionate share of the Company's taxable income or loss. Therefore, no provision for liability for federal or state income tax is recorded. The Company is subject to New York City General Corporation Tax and franchise tax for certain states.

The Company follows *Accounting for Uncertainty in Income Taxes* which clarifies the accounting and disclosures for uncertain tax positions related to income taxes recognized in the financial statements and addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. The Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained upon examination by the taxing authorities based on the technical merits of the position.

Deferred income taxes reflect the tax effects of temporary differences between the amount of assets and liabilities for financial reporting and the amounts recognized for income tax purposes. Deferred tax assets and liabilities are determined using enacted tax rates for the effects of temporary differences between the book and tax bases of assets and liabilities. The Company records a valuation allowance on deferred tax assets when appropriate to reflect the expected future tax benefits to be realized. In determining the appropriate valuation allowance, certain judgments are made relating to recoverability of deferred tax assets, use of tax loss carryforwards, level of expected future taxable income and available tax planning strategies. These judgments are routinely reviewed by management.

[9] Revenue recognition:

Under Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 606, a performance obligation is a promise within a contract to transfer a distinct good or service, or a series of distinct goods and services, to a customer. Revenue is recognized when performance obligations are satisfied, and the customer obtains control of promised goods or services. The amount of revenue recognized reflects the consideration to which the Company expects to be entitled to receive in exchange for goods or services. Under the standard, a contract's transaction price is allocated to each distinct performance obligation. To determine revenue recognition for arrangements that the Company determines are within the scope of ASC 606, the Company performs the following five steps: (i) identifies the contracts with a customer; (ii) identifies the performance obligations within the contract, including whether they are distinct and capable of being distinct in the context of the contract; (iii) determines the transaction price; (iv) allocates the transaction price to the performance obligations in the contract; and (v) recognizes revenue when, or as, the Company satisfies each performance obligation.

The Company's primary source of revenue is the sale of investment advisory services. Services are provided on a time incurred basis or on a retainer basis. The Company also earns revenues from customers when transactions the Company is providing investment advisor services closes. Revenues earned under a time incurred or retainer basis are recognized over time as the services are performed. Revenues earned when transactions are closed are earned at a point in time. For the years ended December 31, 2022 and 2021, the Company earned revenues over a period of time in the amount of $6,734,668 and $5,925,733 and revenues of $5,532,708 and $8,641,378, at a point in time, respectively.

NOTE B - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

[10] Concentration of risks:

For the year ended December 31, 2022, two clients accounted for approximately 23% of total revenues and 22% of accounts receivable. For the year ended December 31, 2021, there were no clients with revenues in excess of 10% and one client accounted for 26% of accounts receivable.

[11] Recently adopted accounting guidance:

In February 2016, the FASB issued guidance (ASC 842, *Leases*) to increase transparency and comparability among organizations by requiring the recognition of right-of-use ("ROU") assets and lease liabilities on the balance sheet. Most prominent among the changes in the standard is the recognition of ROU assets and lease liabilities by lessees for those leases classified as operating leases. Under the standard, disclosures are required to meet the objective of enabling users of financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases.

The Company adopted the standard effective January 1, 2022, and recognized and measured leases existing on January 1, 2022 (the beginning of the period of adoption), with certain practical expedients available. Lease disclosures for the year ended December 31, 2021, are made under prior lease guidance in FASB ASC 840. Accordingly, the Company applied the guidance to each lease that had commenced as of the adoption date and also elected a package of practical expedients, which included the following: no requirement to reassess (a) whether any expired or existing contracts are, or contain, leases, (b) the lease classification for any expiring existing leases and (c) the recognition requirements for initial direct costs for any existing leases. The Company also elected a practical expedient to account for lease and non-lease components as a single lease component for all classes of underlying assets. The Company excluded short-term leases having initial terms of twelve months or less from the new guidance as an accounting policy election and recognizes rent expense for such leases on a straight-line basis over the lease term. In calculating the related lease liabilities at the time of adoption, the Company utilized historical experience when determining the noncancelable portion of the lease term and elected to use the risk-free rate as the discount rate.

As a result of the adoption of the new lease accounting, the Company recognized on January 1, 2022, an operating lease liability of $1,482,076, which represents the present value of the remaining operating lease payments, discounted using the risk-free rate of 1.19%, and a right-of-use asset of $1,304,167, which represents the operating lease liability of $1,482,076.

The standard had a material impact on the Company's balance sheets but did not have an impact on its statements of income, or statements of cash flows. The most significant impact was the recognition of ROU assets and lease liabilities for operating leases, while the accounting for finance leases remained substantially unchanged.

[12] Leases:

Operating Leases

Operating leases are recorded as operating lease right-of-use ("ROU") assets and operating lease liabilities (current portion and long-term portion) on the accompanying balance sheets. Operating lease ROU assets and the related lease liabilities are recognized based on the present value of the future minimum lease payments over the lease term at commencement date. The operating lease ROU assets also include lease incentives and initial direct costs incurred. For operating leases, interest on the lease liability and the amortization of ROU asset result in straight-line rent expense over the lease term.

NOTE B - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

[12] Leases: (continued)

Leases may include options to extend or terminate the lease which are included in the ROU operating lease assets and operating lease liability when they are reasonably certain of exercise. Certain leases include lease and non-lease components, which are accounted for as one single lease component. Occupancy lease agreements, in addition to contractual rent payments, generally include additional payments for certain costs incurred by the landlord, such as building expenses and utilities. To the extent these are fixed or determinable, they are included as part of the minimum lease payments used to measure the operating lease liability. Operating lease expense associated with minimum lease payments is recognized on a straight-line basis over the lease term. When additional payments are based on usage or vary based on other factors, they are considered variable lease payments and are excluded from the measurement of the right-of-use asset and lease liability. These payments are recognized as an expense in the period in which the related obligation was incurred.

For the year ended December 31, 2021, the Company accounted for leases under ASC 840. Operating leases were recorded on a straight-line basis over the term of the lease.

NOTE C - PROPERTY AND EQUIPMENT

Property and equipment include the following at December 31, 2022 and 2021, respectively:

	Useful Lives in Years	December 2022	December 2021
Computer equipment	3	**$ 144,033**	$ 123,358
Office furniture and equipment	5	**54,607**	51,681
Leasehold improvements	7	**51,467**	51,467
		250,107	226,506
Less: accumulated depreciation		**(188,968)**	(169,284)
		$ 61,139	$ 57,222

NOTE D - RETIREMENT PLANS

The Company has a profit-sharing plan covering all eligible employees. The Company's annual contribution is determined by the Company's board of directors and is 100% discretionary. The annual contribution cannot exceed 25% of compensation for eligible employees in the current year. For the years ended December 31, 2022 and 2021, the Company accrued a profit-sharing plan contribution in the amount of $120,000 and $200,000, respectively.

The Company sponsors a defined contribution plan under section 401(k) of the Internal Revenue Code. The plan covers substantially all employees and provides for participants to defer salary up to statutory limits. The Company matches a portion of the employees contribution. For the years ended December 31, 2022 and 2021, the employer contribution was approximately $316,000 and $330,000, respectively.

NOTE E - LEASES

[1] Operating leases:

The Company maintains operating lease agreements for office space in buildings in New York and Florida, which expire October 2025 and November 2024, respectively. Monthly base rent under these leases is approximately $32,000 with increases over the life of the leases. In addition to the base rent, some of the leases require the Company to pay its proportionate share of real estate taxes and operating expenses during the lease term. The Company's lease terms may include options to extend or terminate the lease. Options to extend lease terms that are reasonably certain of exercise are recognized as part of the operating lease right-of-use asset and operating lease liability balances.

The liabilities under operating leases are recorded at the present value of the minimum lease payments. Lease expense relating to operating leases, consisting of right-of-use asset amortization and lease liability interest, is included in operating expenses as rent on the accompanying statements of income.

Rent expense charged to operations was approximately $408,000 for the year ended December 31, 2021.

The following maturity analysis of the annual undiscounted cash flows of the operating lease liabilities as of December 31, 2022, is approximately as follows:

Year Ending December 31,	Operating Leases
2023	$ 407,000
2024	412,000
2025	268,000
	1,087,000
Less: amount representing interest	(17,905)
Total	$ 1,069,095

Reported as of 12/31/2022	Operating Leases
Current portion of lease liabilities	$ 396,015
Lease liabilities, net of current portion	673,080
Total	$ 1,069,095

NOTE E - LEASES (CONTINUED)

[1] Operating leases: (continued)

Supplemental information related to the leases as of December 31, 2022 is as follows:

	Year Ended December 31, 2022
Weighted average remaining lease term in years - operating leases	2.73
Weighted average discount rate - operating leases	1.19%
Cash paid for amounts included in the measurement of lease liabilities:	
Operating cash flows from operating leases	$ 428,155

Variable rent expense for operating expenses amounted to approximately $363,000 for the year ending December 31, 2022.

NOTE F - INCOME TAXES

At December 31, 2022 and 2021, the components of the provision for income taxes consist of the following:

	December 31, 2022	December 31, 2021
Current income tax provision:		
Federal	$ -	$ -
State	18,745	13,501
Deferred income tax provisions:		
Federal	-	-
State	(57,000)	(25,000)
	$ (38,255)	$ (11,499)

Deferred taxes arise as a result of temporary differences in the recognition of assets and liabilities for tax and financial reporting purposes. The Company is a cash basis taxpayer, and the component of the deferred tax liability represents the net tax effect of the timing of when income and expenses from accounts receivable, prepaid assets, accounts payable and accrued expenses are recognized for tax and financial reporting which was $87,000 and $144,000 for the years ended December 31, 2022 and 2021, respectively.

NOTE G - SUBSEQUENT EVENTS

Management has evaluated subsequent events through October 31, 2023, the date the financial statements were available to be issued.

PUBLIC RESOURCES ADVISORY GROUP, INC.

Financial Statements
December 31, 2021 and 2020

PUBLIC RESOURCES ADVISORY GROUP, INC.

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors of
Public Recourses Advisory Group, Inc.
New York, New York

We have reviewed the accompanying financial statements of Public Resources Advisory Group, Inc., which comprise the balance sheet as of December 31, 2021 and 2020, and the related statements of operations, changes in stockholders' equity and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Public Resources Advisory Group, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Raich Ende Malter & Co LLP

RAICH ENDE MALTER & CO. LLP
New York, New York
April 12, 2022

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PUBLIC RESOURCES ADVISORY GROUP, INC.

Balance Sheets
December 31, 2021 and 2020

	December 31, 2021	December 31, 2020
ASSETS		
Current Assets		
Cash	$ 263,540	$ 298,125
Accounts receivable	3,680,555	3,380,464
Contract assets	1,200,575	1,245,808
Prepaid expenses	457,397	270,653
Prepaid taxes	39,363	9,810
	5,641,430	5,204,860
Property and Equipment - net	57,222	13,363
Other Assets		
Security deposits	101,626	104,002
	$ 5,800,278	$ 5,322,225
LIABILITIES AND EQUITY		
Current Liabilities		
Accounts payable	$ 385,118	292,538
Accrued compensation and related costs	3,326,803	2,811,153
Deferred rent	177,910	199,982
Profit sharing plan payable	200,000	250,000
	4,089,831	3,553,673
Long-Term Liabilities		
Deferred tax liability	144,000	169,000
Stockholders' Equity		
Common stock - no par value - 400 shares authorized;		
206 shares issued and outstanding	111,111	111,111
Additional paid-in capital	75,000	75,000
Retained earnings	1,380,336	1,413,441
	1,566,447	1,599,552
	$ 5,800,278	$ 5,322,225

See notes to financial statements.

PUBLIC RESOURCES ADVISORY GROUP, INC.

Statements of Operations
For the Years Ended December 31, 2021 and 2020

	For the Years Ended December 31,	
	2021	2020
Revenues	$ 14,567,111	$ 15,150,952
Expenses - General		
Payroll	11,252,811	11,188,682
Insurance	719,158	670,334
Computer services	642,112	607,140
Retirement plan expense	530,240	569,572
Rent	407,641	514,724
Payroll taxes	453,954	471,695
Professional and consulting fees	209,654	193,329
Subcontractor fees	21,706	97,365
Dues and subscriptions	104,763	87,043
Travel	43,292	74,007
Equipment rental	33,428	47,756
Office	53,474	46,545
Telephone	44,663	43,369
Repairs and maintenance	13,043	13,085
Temporary services	-	10,012
Filing fees	4,982	7,531
Messenger and postage	3,476	4,039
Seminars, conferences and education	2,161	3,076
Contributions	4,500	45
	14,545,058	14,649,349
Income Before Other (Expenses)	22,053	501,603
Other (Expenses)		
Depreciation and amortization	(5,506)	(33,516)
Interest	(2,038)	(6,381)
	(7,544)	(39,897)
Income Before Provision (Benefit) for Income Taxes	14,509	461,706
Provision (Benefit) for Income Taxes		
Current	13,501	36,762
Deferred	(25,000)	106,962
	(11,499)	143,724
Net Income	$ 26,008	$ 317,982

See notes to financial statements.

PUBLIC RESOURCES ADVISORY GROUP, INC.

Statements of Changes in Stockholders' Equity
For the Years Ended December 31, 2021 and 2020

	Common Stock	*Additional Paid-in Capital*	*Retained Earnings*	*Total*
Balances - January 1, 2020	$ 111,111	$ 75,000	$ 1,095,459	$ 1,281,570
Net income	-	-	317,982	317,982
Balances - December 31, 2020	111,111	75,000	1,413,441	1,599,552
Shareholder distributions	-	-	(59,113)	(59,113)
Net income	-	-	26,008	26,008
Balances - December 31, 2021	$ 111,111	$ 75,000	$ 1,380,336	$ 1,566,447

See notes to financial statements.

PUBLIC RESOURCES ADVISORY GROUP, INC.

Statements of Cash Flows
For the Years Ended December 31, 2021 and 2020

	For the Years Ended December 31, 2021	2020
Cash Flows from Operating Activities		
Net income	$ 26,008	$ 317,982
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Deferred income tax	(25,000)	106,962
Depreciation and amortization	5,506	33,516
Deferred rent	(22,072)	(4,885)
(Increase) decrease in operating assets		
Accounts receivable	(300,091)	53,264
Contract assets	45,233	(219,958)
Prepaid expenses	(186,744)	54,644
Prepaid taxes	(29,553)	(572)
Security deposits	2,376	7,005
Increase (decrease) in operating liabilities		
Accounts payable	92,580	(839,354)
Accrued compensation and related costs	515,650	28,675
Profits sharing plan payable	(50,000)	160,000
Net cash provided by (used in) operating activities	73,893	(302,721)
Cash Flows Used In Investing Activities		
Purchases of property and equipment	(49,365)	(23,937)
Net cash used in investing activities	(49,365)	(23,937)
Cash Flows Used In Financing Activities		
Shareholder distributions	(59,113)	-
Net cash used in financing activities	(59,113)	-
Net Decrease in Cash	(34,585)	(326,658)
Cash - beginning	298,125	624,783
Cash - end	$ 263,540	$ 298,125

See notes to financial statements.

PUBLIC RESOURCES ADVISORY GROUP, INC.

Notes to Financial Statements
December 31, 2021 and 2020

1 - Nature of Organization

Public Resources Advisory Group, Inc. (the "Company") is a New York Corporation that was formed in May 1985 for the purpose of providing independent advisory services to state and local governments and municipal entities, throughout the United States, in connection with public financing of debt instruments. The Company is a registered municipal advisor with the U.S. Security and Exchange Commission ("SEC").

2 - Significant Accounting Policies

a. ***Use of Estimates*** - The financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP"). The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the disclosure of contingent assets and liabilities, at the date of the financial statements, and the reported revenues and expenses during the reporting period. Actual results could differ from those estimates.

b. ***Cash*** - All cash deposits are held by one financial institution and, therefore, are subject to the credit risk to the extent those balances exceed applicable Federal Deposit Insurance Corporation ("FDIC") limitations. The Company has not experienced any losses in such account and does believe there to be any significant credit risk with respect to these deposits. The cash balances in excess of the FDIC limit were approximately $207,000 and $48,000 at December 31, 2021 and 2020, respectively.

c. ***Accounts Receivable*** - Accounts receivable is recorded at their estimated realizable value, after reduction for an allowance for uncollectible accounts. The allowance for uncollectible accounts is determined primarily through specific identification and evaluation of significant past due accounts, which is based on historical experience. The Company reviews individual past due amounts periodically and writes off amounts for which all collection efforts are deemed to have been exhausted. As of December 31, 2021 and 2020 there was no allowance for doubtful accounts required.

d. ***Contract Assets*** - Contract assets represent accrued revenues that have not yet been billed and include retainers earned but not yet billed.

e. ***Property and Equipment*** - Property and equipment owned by the Company are carried at cost. Depreciation is computed principally using the straight-line method over the estimated useful lives of the assets, generally 3 to 7 years. Leasehold improvements are amortized over the shorter of the life of the asset or the lease term.

   Betterments and major renewals are capitalized, while repairs, maintenance and minor renewals are expensed. When assets are sold, the assets and related allowances for depreciation are eliminated from the accounts and any resulting gain or loss is reflected in income.

f. ***Income Taxes*** - The Company has elected under the Internal Revenue Code to be an S corporation. The stockholders of an S corporation individually reports for tax purposes their proportionate share of the Company's taxable income or loss. Therefore, no provision for liability for federal or state income tax is recorded. The Company is subject to New York City General Corporation Tax and franchise tax for certain states.

   The Company follows Accounting for Uncertainty in Income Taxes which clarifies the accounting and disclosures for uncertain tax positions related to income taxes recognized in the financial statements and addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. The Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained upon examination by the taxing authorities based on the technical merits of the position.

Continued

Deferred income taxes reflect the tax effects of temporary differences between the amount of assets and liabilities for financial reporting and the amounts recognized for income tax purposes. Deferred tax assets and liabilities are determined using enacted tax rates for the effects of temporary differences between the book and tax bases of assets and liabilities. The Company records a valuation allowance on deferred tax assets when appropriate to reflect the expected future tax benefits to be realized. In determining the appropriate valuation allowance, certain judgments are made relating to recoverability of deferred tax assets, use of tax loss carryforwards, level of expected future taxable income and available tax planning strategies. These judgments are routinely reviewed by management.

g. ***Revenue Recognition*** - Under ASC 606, a performance obligation is a promise within a contract to transfer a distinct good or service, or a series of distinct goods and services, to a customer. Revenue is recognized when performance obligations are satisfied, and the customer obtains control of promised goods or services. The amount of revenue recognized reflects the consideration to which the Company expects to be entitled to receive in exchange for goods or services. Under the standard, a contract's transaction price is allocated to each distinct performance obligation. To determine revenue recognition for arrangements that the Company determines are within the scope of ASC 606, the Company performs the following five steps: (i) identifies the contracts with a customer; (ii) identifies the performance obligations within the contract, including whether they are distinct and capable of being distinct in the context of the contract; (iii) determines the transaction price; (iv) allocates the transaction price to the performance obligations in the contract; and (v) recognizes revenue when, or as, the Company satisfies each performance obligation.

The Company's primary source of revenue is the sale of investment advisory services. Services are provided on a time incurred basis or on a retainer basis. The Company also earns revenues from customers when transactions the Company is providing investment advisor services closes. Revenues earned under a time incurred or retainer basis are recognized over time as the services are performed. Revenues earned when transactions are closed are earned at a point in time. For the years ended December 31, 2021 and 2020, the Company earned revenues over a period of time in the amount of $5,925,733 and $7,708,305 and revenues of $8,641,378 and, $7,442,647, at a point in time, respectively.

3 - Property and Equipment

Property and equipment include the following at December 31, 2021 and 2020, respectively:

	Useful Lives in Years	*December 2021*	*December 2020*
Computer equipment	3	$ 123,358	$ 113,753
Office furniture and equipment	5	51,681	50,992
Leasehold improvements	7	51,467	12,396
		226,506	177,141
Less: Accumulated depreciation		(169,284)	(163,778)
		$ 57,222	$ 13,363

4 - Retirement Plans

The Company has a profit-sharing plan covering all eligible employees. The Company's annual contribution is determined by the Company's board of directors and is 100% discretionary. The annual contribution cannot exceed 25% of compensation for eligible employees in the current year. For the years ended December 31, 2021 and 2020, the Company accrued a profit-sharing plan contribution in the amount of $200,000 and $250,000, respectively.

Continued

The Company sponsors a defined contribution plan under section 401(k) of the Internal Revenue Code. The plan covers substantially all employees and provides for participants to defer salary up to statutory limits. The Company matches a portion of the employees contribution. For the years ended December 31, 2021 and 2020, the employer contribution was approximately $330,000 and $319,000, respectively.

5 - Leases

The Company is obligated under multiple operating lease agreements for its office space expiring through April 2025.

Future minimum rental payments, subject to escalation, are as follows:

Years Ending December 31,	
2022	$ 396,000
2023	399,000
2024	410,000
2025	118,000
	$ 1,323,000

6 - Risk

The World Health Organization characterized the recent outbreak of the novel coronavirus ("COVID-19") as a global pandemic on March 11, 2020. COVID-19 continues to adversely impact global and domestic commercial activity and has contributed to significant volatility in financial markets. The impact of COVID-19 on the Company's financial performance will depend on future developments, including the duration and spread of the outbreak and related advisories and restrictions. These developments and the impact of COVID-19 on the financial markets and overall economy are highly uncertain and cannot be predicted. If the financial markets and/or overall economy are impacted for an extended period, the Company's future financial results may be materially adversely affected. Management has evaluated the potential effects of the ongoing pandemic and determined that no loss contingency was estimable.

7 - Income Taxes

At December 31, 2021 and 2020, the components of the provision for income taxes consists of the following:

	December 31,	
	2021	*2020*
Current Income Tax Provision		
Federal	$ -	$ -
State	13,501	36,762
Deferred Income Tax Provisions		
Federal	-	-
State	(25,000)	106,962
	$ (11,499)	$ 143,724

Continued

Deferred taxes arise as a result of temporary differences in the recognition of assets and liabilities for tax and financial reporting purposes. The Company is a cash basis taxpayer, and the component of the deferred tax liability represents the net tax effect of the timing of when income and expenses from accounts receivable, prepaid assets, accounts payable and accrued expenses are recognized for tax and financial reporting which was $144,000 and $169,000 for the years ended December 31, 2021 and 2020, respectively.

8 - Subsequent Events

Management has evaluated subsequent events through April 12, 2022, the date the financial statements were available to be issued.

APPENDIX B - LETTERS OF RECOMMENDATION

November 1, 2023

Recommendation for Natalie Sidor, Senior Managing Director, Public Resources Advisory Group, Inc. (PRAG)

The City of Fort Myers completed a competitive Request for Proposals (RFP) process for a financial advisor in 2019. While the City had previously retained the services of a long-term financial advisor, new Finance management deemed it appropriate to initiate an RFP for updated services. Natalie Sidor easily outshone her competitors, especially in the presentation portion of the RFP process, and the selection committee was pleased to award the contract to PRAG.

Upon contract approval, Natalie quickly assumed the helm and launched a strategy and prioritization meeting. In addition to debt issuance, Finance management was interested in completing additional RFPs, such as investment advisory services, bond underwriting, bond counsel and bond disclosure counsel services. Within a short period of time, Natalie was drafting an Investment Advisor RFP; providing an educational session on Public Private Partnerships (P3s) to City management and evaluating the City's debt portfolio and refunding opportunities.

As a result of Natalie's proactive approach, the City issued the Utility System Refunding Revenue Bonds, Series 2020A and Subordinate Utility System Refunding Revenue Bonds, Series 2020B in May 2020 – less than one year from the contract's effective date. Natalie had identified a unique opportunity to refund the City's State Revolving Fund loan portfolio. Natalie efficiently managed the deal in an uncertain market and expedited the execution of these bonds to close in two months, resulting in a True Interest Cost of less than 1%.

Natalie's experience and network capacity supported her efforts to manage and execute the City's first ever RFP process for a bank loan in the summer of 2021, including the development of the RFP, reviewing all proposals and providing an efficient summary matrix/evaluation. As a result of this process, the City received 13 proposals and achieved a borrowing cost of 1.26%, resulting in net present value savings of 16.98% of refunded par.

As mentioned above, City Finance relied on Natalie and PRAG for ongoing debt issuance but equally important to me were Natalie's support and guidance with other finance-related functions. Natalie believes in consistent and frequent communication and as such, I took advantage of her availability to ask questions and solicit input. I relied on her while updating the City's fund balance policy, reviewing the updated investment policy (formerly effective in 2001), evaluating P3 options for the City's new police headquarters, providing data and analysis on special assessment districts and managing rating agency strategy and communications. Natalie is hands-on, as demonstrated by her desire to remain informed about her clients by watching City Council meetings and workshops on a regular basis. Her knowledge and expertise are far more than I hoped for when selecting a new financial advisor, and I give my highest recommendation of Natalie, her team and PRAG.

Sincerely,

Holly Simone

Holly Simone
Deputy Finance Director (retired April 2023)
City of Fort Myers, FL
239.872.9024 cell; hollysimone@comcast.net

July 15, 2022

Recommendation for Natalie Sidor, Mickey Johnston & Public Resources Advisory Group (PRAG).

PRAG was selected as the City of Largo's Municipal Advisor in April 2021 to assist with issuing $62 million of revenue bonds ($58 million non-taxable and $4 million taxable) for construction of a mixed-use City Hall Complex and a Parks Division Administrative Complex. After informally evaluating firms, PRAG was engaged with a piggyback agreement from an RFP awarded by Hillsborough County, FL.

The bond issuance was completed on-time, under-budget, and included a favorable bond rating and interest rate, which was largely attributable to PRAG's excellent advice and guidance. Natalie Sidor acted as lead Project Manager and Mickey Johnston was Co-Manager. Based on my experience, I unequivocally recommend Natalie Sidor, Mickey Johnston and PRAG for Municipal Advisor services.

The City had not issued bonds in over 35 years and the bond environment had changed significantly over that period. Ms. Sidor and Mr. Johnston provided excellent information, guidance and recommendations throughout the nine-month project, which resulted in the City's receiving an inaugural AA rating from Standard & Poor's (stable) and an all-inclusive rate of 2.6%, including the taxable bonds.

PRAG developed a detailed project timeline based on the City's requirements, including all meetings of the full working group and various subgroups throughout the nine-month process. Ms. Sidor chaired all meetings and her organization and communication skills greatly assisted in coordinating all aspects of the project and kept the project on schedule throughout the entire nine months.

Ms. Sidor assisted in engaging two underwriters, which was her recommendation, and it proved to be a lengthy process, due to the number of high-quality proposals received. She assisted in developing the RFP, provided a detailed analysis of all nine proposals through two stages of review, and provided expert guidance during the selection process. Her knowledge, experience and recommendations were invaluable in ranking the top proposals and selecting the two finalist underwriting firms.

PRAG also assisted City staff in preparing for the bond rating interview, by discussing questions that would be brought-up by the rating agency, developing a plan for which person would respond to which questions and conducting an interview rehearsal. The rating interview went well and a final comment made by Standard & Poor's staff was, "It seemed like Largo has gone through this interview process before," which is largely attributable to the preparation assistance and guidance provided by PRAG.

PRAG's recommendation to issue the bonds in January 2022 rather than at the end of 2021 as planned also proved to be an excellent recommendation. Almost all tranches were oversubscribed and the bond sale was efficiently closed with an excellent interest rate. The bond counsel, disclosure counsel and underwriters all said it had been one of the smoothest projects they had experienced. My highest compliment would be that PRAG made the issuance process "boring", which had been my request.

In summary, I give my highest recommendation to Natalie Sidor, Mickey Johnston and PRAG for providing Municipal Advisor services. I would be happy to provide additional information if needed.

Sincerely,

Kim Adams

Kimball R. Adams, CPA
Finance Director/CFO (retired May 2022)
City of Largo, Florida
727.434.3100 cell, kbgadams@gmail.com

CITY OF CLEARWATER
FINANCE DEPARTMENT, POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748
MUNICIPAL SERVICES BUILDING, 100 SOUTH MYRTLE AVENUE
TELEPHONE (727) 562-4530 FAX (727) 562-4535

July 13, 2022

I am writing to recommend the services of Public Resources Advisory Group, Inc. (PRAG) for financial advisor services.

The City of Clearwater has been using PRAG as our financial advisor since February 2019 and they have consistently exceeded expectations. We have primarily worked with Natalie Sidor and Michael "Mickey" Johnston. We have found them to have excellent technical skills and expertise, as well as being very responsive and easy to work with.

They recently guided us through an issuance of non-ad valorem revenue bonds for a major park project and as usual they exceeded expectations in developing a timeline, coordinating all team members and related communications, and successfully guiding us through the process from start to finish.

We have also used PRAG for assistance with affordable housing projects and related development agreements where they demonstrated a similar high level of expertise and assistance.

I highly recommend PRAG for government financial advisory services.

If you have any questions, please feel free to contact me.

Sincerely,

Jay Ravins
Finance Director
727-562-4538
Jay.Ravins@myclearwater.com

Frank Hibbard, Mayor
Mark Bunker, Councilmember
Kathleen Beckman, Councilmember
David Allbritton, Councilmember
Lina Teixeira, Councilmember
"Equal Employment and Affirmative Action Employer"

APPENDIX C - RFP FORMS AND REQUIRED DOCUMENTS

MSRB
Municipal Securities Rulemaking Board

Certificate of Current MSRB Registration

The Municipal Securities Rulemaking Board (MSRB) certifies that the organization listed below is registered with the MSRB as of the date of this letter.

MSRB ID:	K0133	**Registration Date:**	November 16, 2010
Registration Type:	Municipal Advisor	**Company Name:**	Public Resources Advisory Group

This certificate may be verified by contacting the MSRB Market Information Department at (703) 797-6668 or by email to MarketInformation@msrb.org.

Signature: Stephanie Braddell

Name: Stephanie Braddell, Operations Manager

Date: September 15, 2011

1900 Duke Street, Suite 660
Alexandria, VA 22314
p 202 223 9347
f 202 872 0347
www.msrb.org

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

OFFICE OF
THE SECRETARY

July 28, 2014

IN THE MATTER OF:

Public Resources Advisory Group Inc.
40 Rector Street, Suite 1600
New York, NY 10006

SEC FILE NO.: 867-00146

Application Completion Date: July 25, 2014

ORDER GRANTING REGISTRATION PURSUANT TO SECTION 15B (a) (2) OF THE SECURITIES EXCHANGE ACT OF 1934

The above-named Applicant has completed its application with the Commission for registration as a municipal advisor pursuant to Section 15B(a)(2) of the Securities Exchange Act of 1934 (the "Act") on the above-referenced application completion date.

The Commission finds that the application contains the information prescribed under Section 15B(a)(2) of the Act and the rules thereunder. The Commission has not passed on the accuracy or adequacy of the information, and the effectiveness of Applicant's registration does not imply Commission approval or disapproval of Applicant's registration.

Accordingly, it is ORDERED, pursuant to Section 15B(a)(2) of the Act, that the Applicant's registration be, and hereby is, granted, effective forthwith.

For the Commission, by the Office of Compliance Inspections and Examinations, pursuant to delegated authority.

Lynn M. Powalski

Deputy Secretary

E-Verify

Company ID Number: 224380

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Public Resources Advisory Group Inc.

William Cobbs	
Name (Please Type or Print)	Title
Electronically Signed	06/23/2009
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	06/23/2009
Signature	Date

State of Florida
Department of State

I certify from the records of this office that PUBLIC RESOURCES ADVISORY GROUP, INC. is a New York corporation authorized to transact business in the State of Florida, qualified on April 18, 1989.

The document number of this corporation is P23950.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 27, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-seventh day of February, 2024

Secretary of State

Tracking Number: 9267503214CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/3/2024

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 Walter B Howe, Inc 1000 Herrontown Road Princeton NJ 08540 License#: PC-637347	CONTACT NAME: Jennifer Berrios PHONE (A/C, No, Ext): 609-924-0095 FAX (A/C, No): 609-924-9710 E-MAIL ADDRESS: jenniferb@howeinsgrp.com
INSURED Public Resources Advisory Group, Inc. Attn: Ms. Brenda Henry 39 Broadway, Suite 1210 New York NY 10006 PUBLRES-01	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Federal Ins Co — 20281 INSURER B: Pacific Indemnity Company — 20346 INSURER C: Endurance American Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 1580858490** **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X 1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:			000035770402	12/9/2023	12/9/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			7351-95-54	12/9/2023	12/9/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 10,000			79774182	12/9/2023	12/9/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Errors & Omissions Pending/Prior 5/12/2006			AIP30059218600	5/1/2024	5/1/2025	Occurrence Limit Aggregate Limit Deductible	2,000,000 4,000,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SPECIMEN

CERTIFICATE HOLDER

SPECIMEN XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX
USA

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

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PUBLI-1 OP ID: JM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/19/2024

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 727-490-0887 Vista Insurance Alliance, LLC 111 2nd Ave NE, Suite 360 St Petersburg, FL 33701-3580 Julie L Messier	CONTACT NAME: Julie L Messier PHONE (A/C, No, Ext): 727-490-0887 FAX (A/C, No): 727-499-7149 E-MAIL ADDRESS: jmessier@vistains.com
	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: RetailFirst Insurance Co — 10700
INSURED Public Resource Advisory Group 39 Broadway Ste 1210 New York, NY 10006-3003	INSURER B: 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.

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 CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT LOC OTHER						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ 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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			520-35848	05/18/2024	05/18/2025	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

FORINFO

FOR INFORMATION PURPOSES ONLY

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

Julie Messier

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RFP 24.002 PROPOSAL COVER SHEET

Financial Advisor Services

Public Resources Advisory Group, Inc.
(Company Name)

150 Second Avenue N., Ste 400
(Business Address)

St. Petersburg, FL 33701
(City, State, Zip Code)

727-822-3339
(Telephone Number)

WGaertner@pragadvisors.com
(Email Address)

Senior Managing Director
(Title of Authorized Officer)

Wendell Gaertner
(Print/Type Name of Authorized Officer)


(Signature of Authorized Officer)

6/25/24
(Date)

Please complete this form & attach it to the front of your proposal

FIRM INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name	Public Resources Advisory Group, Inc.
Address	150 Second Avenue N., Ste. 400, St. Petersburg, FL 33701
Contact Name	Wendell Gaertner
Title	Senior Managing Director
Phone	727-822-3339
Email	WGaertner@pragadvisors.com

1. How many years has your organization provided these services? 39 Years
2. List any applicable State of Florida Registration Number(s): Document No. P23950
3. List government agencies and private firm(s) with whom you have completed similar work:

Agency/Firm Name: City of Fort Myers
Address: 2200 Second Street, Fort Myers, FL 33902
Contact Name: Christine Tenney Title: Director of Financial Services
E-Mail: CTenney@cityftmyers.com Phone: 239-321-7186
Services Provided: Negotiated Bond Sales, Bank Loans, Line of Credit, Ratings Strategy, Ratings Surveillance, Professional Services RFPs, Internal Policies, Bonds 101 and P3 Education
Dates of Service: July 2019 - Present

Agency/Firm Name: City of Clearwater
Address: 100 S. Myrtle Ave., Clearwater, FL 33756
Contact Name: Jay Ravins Title: Finance Director
E-Mail: Jay.Ravins@myclearwater.com Phone: 727-562-4538
Services Provided: Negotiated Bonds, Competitive Bonds, Bank Loan, Underwriter Pool RFP, Rating Strategies, Affordable Housing
Dates of Service: February 2019 - Present

Agency/Firm Name: City of Auburndale

Address: 4 Bobby Green Plaza

Contact Name: Christopher Reeder Title: Finance Director

E-Mail: CReeder@AuburndaleFL.com Phone: 863-968-5133

Services Provided: Negotiated Bond Sale, Competitive Bond Sale; Rating Agency Strategy and Presentation; Presentation to City Commission

Dates of Service: May 2019 to Present

DISCLOSURE OF RELATIONSHIPS

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement must be submitted in response to RFP 24.002.

2. This sworn statement is submitted by: Public Resources Advisory Group, Inc.
(Name of entity submitting Statement)

whose business address is:

150 Second Avenue N., Ste. 400

St. Petersburg, FL 33701

and its Federal Employer Identification Number (FEIN) is 13-3266119

3. My name is Wendell Gaertner
(Please print name of individual signing)

and my relationship to the entity named above is Senior Managing Director

4. I understand that an "affiliate" as defined means:

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a City employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister- in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

__X__ 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, have any relationships with any City employee.

_____ 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 management of the entity have the following relationships with a City employee:

Name of Affiliate	Name of Employee	Relationship or entity
	N/A	

Wendell Gaertner
(Signature)

6/25/24
(Date)

STATE OF Florida

COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 25TH day of JUNE 2024,

by Wendell Gaertner
(Name of person making statement)

Monique L. Rocchild
(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

MONIQUE L. ROCCHILD
MY COMMISSION EXPIRES 05-18-2028
NOTARY PUBLIC
COMM. # HH 500949
STATE OF FLORIDA

☒ who is personally known to me or

☐ who has produced _____ as identification.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS 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 the City of Pinellas Park

   by Wendell Gaertner
   (Print individual's name and title)

   for Public Resources Advisory Group, Inc.
   (Print name of entity submitted sworn statement)

   whose business address is:
   150 Second Avenue N., Ste. 400

   St. Petersburg, FL 33701

   and (if applicable) its Federal Employer Identification Number (FEIN) is 13-3266119

   (If the entity has not 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 any 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 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime; or
   2. 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 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 Statutes, 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 and which bids or applies to bid on contract 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. 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)

___X___ 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 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 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 Officer 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 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 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.

Wendell Gaertner

Signature

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25th day of JUNE, 2024, by Wendell Gaertner

(Name of person acknowledging)

Who is personally known to me or who has produced _____

(Type of Identification)

as identification.

NOTARY PUBLIC Monique L. Rocchild

MONIQUE L. ROCCHILD MY COMMISSION EXPIRES 05-18-2028 NOTARY PUBLIC COMM # HH 500945 STATE OF FLORIDA

(NOTARY SEAL)

MY COMMISSION EXPIRES May 18, 2028

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

By this agreement, Public Resources Advisory, Group, Inc. hereinafter "Contractor," agrees, for a specific consideration, the receipt and sufficiency of which are hereby acknowledged, to indemnify and hold harmless the City of Pinellas Park, and 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 conduct of Contractor and other persons employed or utilized by Contractor in the performance of **RFP 24.002 – Financial Advisor Services**.

Under no circumstances shall any of the provisions of this agreement be deemed to waive the requirements and limitations of Florida Statute §768.28, as such applies to the City of Pinellas Park, Florida, a Florida municipal corporation.

Wendell Gaertner

Signature of Authorized Officer

Wendell Gaertner

Name of Authorized Officer

Senior Managing Director

Title of Authorized Officer

6/25/24

Date

ACKNOWLEDGEMENT OF ADDENDA

Addenda may be issued to this solicitation, any such addendum will be posted on **Demandstar.com**. It is the respondent's responsibility to periodically check the website for any addendum which may have been issued. The Addendum Acknowledgement must be submitted with the response.

Addendum No. No addendum received Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

PRAG

2002 N. LOIS AVENUE, SUITE 120
TAMPA, FLORIDA 33607
TEL: (727) 822-3339 | FAX: (212) 566-7816

PUBLIC RESOURCES ADVISORY GROUP

October 17, 2025

Mr. Victor Ortiz, CPA
Chief Financial Officer
City of Treasure Island
10451 Gulf Boulevard
Treasure Island, Florida 33706

Dear Victor,

As we recently discussed, the City of Treasure Island's (the "City") contract for municipal advisory services (the "Contract") with Public Resources Advisory Group, Inc. ("PRAG") expired in September 2025.

To expedite the process of executing a new contract, the City could choose to piggyback on PRAG's existing contract with the City of Pinellas Park. We would be pleased to continue to work with the City, and would be happy to extend the pricing and terms of our contract with Pinellas Park to the City.

If this arrangement is acceptable to you, we would be happy to provide a draft "Piggyback Agreement" for your review. The Piggyback Agreement will detail the fees, termination provisions, and scope of services.

Please contact me by email (mclark@pragadvisors.com) or phone (813-898-4165) to confirm. It is our privilege to work with you and the City, and we look forward to hearing from you.

Sincerely,

Molly Clark
Senior Managing Director

AGENDA ITEM NO. F.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: November 18, 2025

SUBMITTED BY: Jeffrey Agrall, Public Works

ITEM TYPE: Contracts

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Award Contracts to provide as-needed Specialty Services Contractor services to the City of Treasure Island

BACKGROUND:

Throughout the year, Public Works requires contractor services for the repairs and upkeep of various City owned and operated facilities. Difficulties with obtaining timely quotes from 3 local contractors to address City procurement procedures has led to the solicitation of continuing Specialty Services Contractors contracts with agreed to pricing to address the City needs throughout the contract duration of 3 years.

Services include Masonry and Concrete work, Fencing, Utilities, Plumbing, Electrical, Painting, Landscaping, Carpentry, Roofing, Marine, Tile & Flooring, and Framing & Drywall installation and repair.

POLICY/PURPOSE:

Award the Specialty Services Contract to six vendors who provided bids for competitive pricing, service availability, and capacity to meet the City's operational and maintenance needs.

STRATEGIC PLAN Infrastructure Road Map - Goal 1: Protect City assets to

RELEVANCE: sustain the future of Treasure Island

ANALYSIS/DISCUSSION:

On September 24, 2025, the Public Works Department advertised RFP 25-017 Request for Proposal for Specialty Services Contractors. The work included in this request included Plumbing, Mechanical/HVAC, Roofing, Underground Utilities, Electrical, Fencing, Miscellaneous Concrete, Garage Doors, Glass &Glazing, Landscape, Irrigation Systems, Painting, Paving, Plaster, Stucco, & Lath, Structural Masonry, Marine, Framing/Drywall, Tile/Flooring, and Carpentry.

On October 14, 2025, there was a public opening of the Bid Documents at which time responsive bids were obtained from 4Pt Punchlist, Advanced Roofing, Ballenger Landcare, BCS Construction, C&D Industrial Maintenance, and Sommerfield Construction.

Public Works and Finance Department staff have determined it is in the best interests of the City to award contracts to the responding contractors. This authorization will allow for the City to utilize these contractors to provide Specialty Services to address operational, repair and maintenance needs.

FUNDING: Funding for this work will be provided from various funds and departmental accounts throughout the City based on the respective facilities needing work.

MOTION:

I move to approve the Award of Contracts for as-needed Specialty Services contractor services to 4Pt Punchlist, Advanced Roofing, Ballenger Landcare, BCS Construction, C&D Industrial Maintenance, and Sommerfield Construction. to provide continuing contractor services to the City.

ATTACHMENTS:
CONTRACT - 4Pt Punchlist.pdf
CONTRACT - Advanced Roofing.PDF
CONTRACT - Ballenger Landcare.PDF
CONTRACT - BCS Construction Group.pdf
CONTRACT - C&D Industrial Maintenance.PDF
CONTRACT - Somerfield Construction Services.pdf
Price_Comparison.pdf
RFP 25-017 - Specialty Service Contractors.pdf

CONTRACT AND GENERAL CONDITIONS FOR CONSTRUCTION SERVICES

Solicitation #: 25-017 | SPECIALTY SERVICE CONTRACTOR

This Agreement is made this 18th day of November 2025 by and between the City of Treasure Island, a municipal corporation ("CITY") whose address is 10451 Gulf Boulevard, Treasure Island, FL 33706, and Justin & Stephanie Jones, Inc. dba 4Pt Punchlist, a corporation authorized to do business in the State of Florida ("CONTRACTOR"), whose FEIN is 83-4661975, who hereby agree as follows:

ARTICLE 1 - DEFINITIONS

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

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

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

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

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

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

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

CITY - The City of Treasure Island, or the City of Treasure Island's authorized representatives.

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

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

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

Contract/Agreement - The agreement between the CITY and the CONTRACTOR as defined by the Contract Documents. This Contract represents the entire agreement between the parties hereto and supersedes any prior negotiations, representations, agreements, or understandings, either written or oral. The original solicitation documents and the CONTRACTOR's documents submitted in response to the solicitation are hereby incorporated and made part of this agreement.

CONTRACTOR - The person or entity identified in the Contract Documents as being responsible for performing the work under the Contract. This CONTRACT does not create an employee/employer relationship between the parties.

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

Contract Documents - Individual documents which collectively comprise the Contract between the CITY and CONTRACTOR, including 1) The Contract between the CITY and CONTRACTOR, 2) Bid Documents including the invitation to bid, instructions to bidders and CONTRACTOR bid package, 3) Drawings, Specifications, Plans, 4) Addenda issued prior to execution of the Contract, 5) Other documents listed in the Contract, and 6) Modifications

issued after execution of the Contract, including: 1) Written amendments to the Contract signed by both parties, 2) Construction Change Orders, and Construction Change Directives.

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

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

Day - As referenced in this Contract "Day" includes all calendar days including weekends, holidays, and days of inclement weather. The word "Day" means a calendar day of 24 hours measured from midnight to the next midnight.

Defective - The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment.

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

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

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

Furnish, Install, Perform, Provide - The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Project Site (or some other specified location) ready for use or installation and in usable or operable condition. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use. If the Contract Documents establish an obligation of CONTRACTOR with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then CONTRACTOR shall furnish and install said services, materials, or equipment complete and ready for intended use.

Liens - Charges, security interest or encumbrances upon Contract related funds, real property, or personal property.

Lump Sum - The Contractor under the Lump Sum Contract is responsible for completing any given project within the agreed fixed cost set forth in the Work Order.

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

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

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

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

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

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

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

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

Project Site - The physical location identified in a Work Order where work is to be accomplished.

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

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

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

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

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

Submittal - Shop drawings, material data, samples and product data required by the Engineer of Record for approval.

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

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

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

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

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

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

Work Order - An individually negotiated document that is executed by both Parties and which authorizes a Project under the terms and conditions of this agreement.

Unit Price Work - Work to be paid on the bases of unit prices.

ARTICLE 2 - TERM

The term of this agreement will span from the effective date for three (3) years with one (1) two-year (2-year) renewal option—upon successful future negotiations for such renewal rates—unless otherwise specified in this agreement.

ARTICLE 3 - PRELIMINARY MATTERS

1. *Delivery of Documents*: When CONTRACTOR delivers the signed Contract to CITY, CONTRACTOR shall also deliver to CITY such bonds and insurance policies, certificates or other documents as CONTRACTOR may be required to furnish in accordance with the Contract Documents.
2. *Copies of Documents*: CITY will furnish to CONTRACTOR one fully executed counterpart of the Contract in electronic portable document format (PDF).
3. *Commencement of Contract Times; Notice to Proceed*: A Commencement Date will be established by CITY and communicated to CONTRACTOR in a Notice to Proceed (NTP) sent by electronic mail to CONTRACTOR not later than 30 calendar days following execution of the Contract, or receipt of proper permits from regulatory agencies having jurisdiction over the project, whichever is later.
4. *Starting the Project*: CONTRACTOR shall start to perform the work on the date when the Work Order commences to run. No Work may be done at the site prior to such date.
5. *Before Starting Construction*

    A. Preliminary Schedules: In keeping with the intent of this contract, CITY will submit individual scopes of work to approved CONTRACTOR(s) requesting quotes and cost estimates. Within 10 days of receipt of such request from CITY, CONTRACTOR shall submit to Engineer or CITY for timely review:

1) a preliminary Construction Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any milestones specified in the Contract;

2) a preliminary Schedule of Submittals; and

3) a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

4) As provided for in Article 8, the Schedule of Values will be reviewed by the Engineer and approved by CITY, and will be used as the basis for reviewing CONTRACTOR's Applications for Payment. The Schedule of Values will include a cost breakdown indexed per the Sections of the Specifications, which shall clearly set forth labor as distinct from materials and from equipment.

6. Preconstruction Conference

Before any Work at a Project Site is started, a conference attended by CITY, CONTRACTOR, Engineer, and others as appropriate may be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 5, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

At this conference CITY and CONTRACTOR each will designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

7. Finalizing Schedules

Before submission of the first Application for Payment a conference attended by CONTRACTOR, CITY, ENGINEER and others as appropriate may be held to finalize the schedules submitted in accordance with the Contract. Any finalized progress schedule will be acceptable to CITY as providing an orderly progression of the Work to completion within the Work Order, but acceptance will neither impose on CITY responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of values will be acceptable to CITY as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

ARTICLE 4 - CONTRACT DOCUMENTS

1. *Intent of Contract Documents*

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

B. It is the intent of the Contract to create a more streamlined process for the repair and/or maintenance of CITY facilities by utilizing small- to medium-sized Work Orders issued to qualified CONTRACTOR(s). CONTRACTOR is responsible for the construction and coordination of the parts of the Project, and all systems provided shall be completely compatible and fully functional without additional cost to the CITY.

C. Unless otherwise stated in the Contract, if there is a discrepancy between the electronic version of the Contract (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. Each and every provision of law and clause required by law to be inserted in this Contract is deemed to be inserted in this Contract, and will be read and enforced as though they were included in this Contract, and if through mistake or otherwise, any such provision is not included, or if not correctly inserted, then upon the application of either party, the Contract Documents will be physically amended to make such insertion.

2. *Reuse of Documents*

A. Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with CITY will have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of CITY and Engineer and specific written verification or adaptation by Engineer; or have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without CITY's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph will survive final payment, or termination of the Contract. Nothing in this Contract will preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

3. *References and Manuals*

A. Reference in the Contract Documents to standard specification manuals, reference standards, or codes of any technical society, organization, or association, to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

B. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of CITY, CONTRACTOR, or Engineer, or any of their Subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to CITY or Engineer any duty or authority to supervise or

direct the performance of the Work, or any duty to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

ARTICLE 5 - SCOPE OF WORK

CONTRACTOR shall execute the entire Work described in the Procurement and Contract Documents, as directed by any Work Order duly authorized as described herein.

ARTICLE 6 - CONTRACT AMOUNT

CITY will pay CONTRACTOR based on the respective hourly rates and material markups subject to individual Work Orders issued by CITY.

ARTICLE 7 - SUBSTANTIAL COMPLETION DATE AND DELAYS

1. CONTRACTOR shall commence work on the date indicated on the individual approved Work Order, or on another timeline agreed to by both PARTIES. CONTRACTOR shall achieve Substantial and Final Completion of Work as indicated on the individual approved Work Order, subject to authorized adjustments in the Contract Documents.
2. Time limits herein stated in the Contract Documents or Work Orders are of the essence of the Contract. By executing the Contract, CONTRACTOR confirms that they will provide a reasonable period of time to perform the Work before the authorization of any Work Order.
3. CONTRACTOR shall carry on the Work and adhere to the Construction Schedule during all disputes or disagreements with CITY. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as may be permitted herein, or as CITY and CONTRACTOR may otherwise agree to in writing.
4. If CONTRACTOR's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of CITY, CONTRACTOR, and those for which they are responsible, then CONTRACTOR may be entitled to an equitable adjustment in Work Order deadlines. CONTRACTOR's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to CONTRACTOR's ability to complete the Work within the Contract Times. Such an adjustment will be the CONTRACTOR's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include, but are not limited to, the following:
    A. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
    B. Abnormal weather conditions;
    C. Acts or failures to act of utility; and
    D. Acts of war or terrorism.
5. No delay will entitle CONTRACTOR to an increase of the Contract Amount except where CITY or Engineer acted in bad faith to prevent the progress of Work. CONTRACTOR acknowledges that in agreeing to the

Contract Amount, it has assessed the potential impact of the limitations of this section on its ability to recover additional compensation in connection with a Work delay or interference and CONTRACTOR agrees that the limitations will apply, regardless of the accuracy of CONTRACTOR's assessment or actual costs incurred by CONTRACTOR in connection with any such delays or interference.

ARTICLE 8 - LIQUIDATED DAMAGES/SPECIAL DAMAGES

1. *Liquidated Damages*

   A. CONTRACTOR and CITY recognize that time is of the essence and that CITY will suffer direct financial and other losses if the Work is not completed within the Work Order times, plus any extensions thereof allowed in accordance with the contract. The parties also recognize the delays, expense, and difficulties involved improving in a legal or arbitration proceeding, the actual loss suffered by CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as penalty):

   B. Substantial Completion: CONTRACTOR shall pay CITY $300 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified for Substantial Completion, until the Work is substantially complete.

   C. Completion of Remaining Work: After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Work Order times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, CONTRACTOR shall pay CITY $500 for each day that expires after such time until the Work is completed and ready for final payment.

   D. CITY may deduct liquidated damages as described in this section from any unpaid amounts due to CONTRACTOR under this Contract.

   E. Any liquidated damages not deducted or set-off from any unpaid amounts due to CONTRACTOR shall be payable to CITY, at the demand of CITY, together with interest from the date of the demand at the maximum allowed interest rate.

2. *Special Damages*

   A. In addition to the amount provided for liquidated damages, CONTRACTOR shall reimburse CITY: (1) for any fines or penalties imposed on CITY as a direct result of the CONTRACTOR's failure to attain Substantial Completion, and (2) for the actual costs reasonably incurred by CITY for engineering, construction observation, inspection, and administrative services needed after the time for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

   B. After CONTRACTOR achieves Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work, CONTRACTOR shall reimburse CITY for the actual costs reasonably incurred by CITY for engineering, construction observation, inspection, and administrative services needed after the time specified for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 9 - PAYMENTS

1. *Progress Payments*

   A. The Schedule of Values will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to CITY or Engineer. Any progress payments for Unit Price Work will be based on the number of units completed.

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

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

   D. Provided an Application for Payment is received by CITY or Engineer not later than the 15th day of the month, CITY shall make payment to CONTRACTOR not later than the last day of the month. If a valid Application for Payment is received by CITY or Engineer after the Application date fixed above, payment will be made 30 days after the Engineer received the Application for Payment.

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

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

      - Take that portion of the Contract Amount properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Amount allocated to that portion of the Work in the Schedule of Values.
      - Subtract the aggregate of previous payments made by the CITY.

   G. The progress payment will be further modified under the following circumstances:

      - Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to 90% of the Contract Amount less such amounts as the Engineer and CITY determined for incomplete Work and unsettled claims.

   H. Please note that some portion of the Contract Amount may be paid from the proceeds of a grant, loan, or revenue bonds (hereinafter “funding”) obtained by the CITY for this Work and the funding documents may impose certain conditions, limitations, procedures, and restrictions. CONTRACTOR shall coordinate with CITY and Engineer in order to comply with the conditions, limitations, procedures, and restrictions that related to the delivery of materials, the Work, applications for payment, and other matters concerning the administration of the Contract.

2. *Final Inspection and Payment*

   A. *Final Inspection*: Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete and if so required, Engineer will promptly make a final inspection with CITY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals

that the Work, or agreed portion thereof, is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

B. *Final Payment*: Final payment, comprising the entire unpaid balance of the Contract Amount, will be made by CITY to CONTRACTOR when the Contract has been fully performed and accepted by CITY. Furthermore, payment will be made within 30 days of CITY receiving a final Certificate of Payment from Engineer. CONTRACTOR's acceptance of final payment from CITY will constitute a full waiver and release by CONTRACTOR of all claims against CITY arising out of or related to the Project.

3. *CONTRACTOR Applications for Payment*

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

B. Applications for Payment shall not include:

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

C. The Application for Payment will also be accompanied by a bill of sale, invoice or other documentation warranting CITY has received the materials and equipment free and clear of all Liens (in the form of a waiver and release as contemplated in Chapter 713 of the Florida Statutes), and evidence that the materials and equipment are covered by appropriate property insurance, warehouse bond, or other arrangements to protect CITY's interest therein, all of which must be satisfactory to CITY.

D. CONTRACTOR shall furnish evidence that payment received on the basis of materials and equipment not incorporated and suitably stored on Project Site has in fact been paid to the respective supplier(s) in the form of a waiver and release as contemplated by Chapter 713 of the Florida Statutes within 30 days of payment by the CITY. Failure to provide such evidence of payment may result in the withdrawal of previous approval(s) and removal of the cost of related materials and equipment from the next submitted Application for Payment.

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

5. *Criteria for Withholding a Certificate for Payment*: Engineer or CITY may withhold a Certificate for Payment in whole or in part if in CITY's opinion, CONTRACTOR representations to CITY are not supported. If CONTRACTOR and CITY cannot agree on a revised amount, CITY will promptly issue a Certificate of

Payment for the amount to which CITY is able to certify payment. Certification may be withheld for these reasons:

- Defective Work not corrected;
- Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;
- Damages owed to CITY or others;
- Evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or estimated Liquidated Damages;
- Persistent failure to carry out the Work in accordance with the Contract Documents;
- CONTRACTOR failed to provide and maintain required bond or insurance;
- CONTRACTOR has failed to take reasonable and customary measurers to avoid damage, delay, disruption, and interference with other work at or adjacent to the Project Site;
- CITY has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
- An event that would constitute a default by CONTRACTOR and therefore justify a termination for cause has occurred; or
- Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific bond satisfactory to CITY to secure the satisfaction and discharge of such Liens.

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

6. *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to CITY free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than the time of payment by the CITY.

B. No material or supplies for Work may be purchased by the CONTRACTOR or Subcontractor subject to any title mortgage or under any conditional sale contract or any other agreement by which an interest is retained by the Seller. CONTRACTOR warrants that CONTRACTOR has good title to all materials and supplies used by CONTRACTOR in the Work, free from all liens, claims, or encumbrances.

C. CONTRACTOR shall defend, indemnify, and save CITY and Engineer harmless from all claims (including but not limited to expert fees, and attorneys' fees and costs) growing out of the lawful demand the Subcontractors, Suppliers, laborers, workman, mechanics, material men and furnishers and machinery and parts thereof, equipment, power tools, and all supplies incurred in the furtherance of the performance of this Contract. CONTRACTOR shall, at CITY's request, furnish satisfactory evidence that all applications of the nature here and above designated have been paid, discharged, or waived. If CONTRACTOR fails to do so, then CITY may, after having served written notice on said CONTRACTOR, either pay unpaid bills in which CITY has written notice direct, or withhold from CONTRACTOR's unpaid compensation a sum of money deemed reasonable sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon

payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract, but in no event will the provisions of this sentence be construed to impose any obligations upon the CITY to either CONTRACTOR or CONTRACTOR Surety. In paying any unpaid bills of the CONTRACTOR, CITY will be deemed the agent of the CONTRACTOR and any payment so made by the CITY will be considered a payment made under the Contract by CITY to CONTRACTOR and CITY will not be liable to CONTRACTOR for any such payment made in good faith.

7. *Substantial Completion of a Designated Portion*

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

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

8. *Substantial Completion*

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

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

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

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

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

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

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

9. *Final Acceptance and Payment*

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

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

C. Furthermore, neither final payment nor any remaining retainage, will become due until CONTRACTOR executes and presents to CITY a "Certificate of Claims Paid" and "Release of all Claims" form in such a form as may be acceptable to CITY. Acceptance of final payment by CONTRACTOR will comprise a release of all claims under the Contract, and receipt of which acknowledges full and complete payment for all Work done, materials and equipment furnished, and damages or claims arising under this Contract.

D. Application for Final Payment:

1) After CONTRACTOR has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Article 11,3,J), and other documents, CONTRACTOR may make application for final payment.

2) The final Application for Payment must be accompanied (except as previously delivered) by:

i. All documentation called for in the Contract Documents;

ii. Consent of the surety, if any, to final payment;

iii. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to CITY free and clear of any liens or other title defects, or will so pass upon final payment;

iv. A list of all disputes that CONTRACTOR believes are unsettled; and

v. Complete and legally effective releases or waivers (satisfactory to CITY) of all lien rights arising out of the Work, and of liens filed in connection with the Work.

3) CONTRACTOR must furnish receipts or releases in full and an affidavit of CONTRACTOR that: (a) the releases and receipts include all labor, services, material, and equipment for which a lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which CITY might in any way be responsible, or which might in any way result in liens or other burdens on CITY's property, have been paid or otherwise satisfied. If any Subcontractors or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a bond or other collateral satisfactory to CITY to indemnify CITY against any lien, CITY at its option may issue joint checks payable to CONTRACTOR and specified Subcontractors and Suppliers.

10. *Corrective Period*

A. If within one year from the date of final Completion (or such longer period of time as may be prescribed by an individual Work Order, or by any specific provision of the Contract Documents), any Work that is found to be defective, or if the repair of any damages to the Project Site, adjacent areas that CONTRACTOR has arranged to use through construction easements or otherwise, and other adjacent areas used by CONTRACTOR as permitted by laws and regulations, is found to be defective, then CONTRACTOR shall promptly, without cost to CITY and in accordance with CITY's written instructions:

1) Correct the defective repairs to the Project Site or such other adjacent areas;

2) Correct the defective Work;

3) If the defective Work has been rejected by CITY, remove it from the Project and replace it with Work that is not defective; and

4) Satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If CONTRACTOR does not promptly comply with the terms of CITY's written instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective Work corrected or repaired or may have the rejected Work removed or replaced. CONTRACTOR shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the corrective period hereunder with respect to such

Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph are in addition to all other obligations and warranties. The provision of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

11. *Preferred Method of Payment*: CITY encourages vendors to register for payments to CONTRACTOR(s) to be made via Electronic Funds Transfer (EFT).

ARTICLE 10 - TERMINATION OR SUSPENSION OF THE CONTRACT

1. *CITY May Suspend Work*: At any time and without cause CITY may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to CONTRACTOR and Engineer. Such notice will state Work is suspended and will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be entitled to an adjustment in the Work Order for an extension of time directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

2. *Termination by the CONTRACTOR*: CONTRACTOR may terminate the Contract if the Work is stopped for a period of 90 days or longer only for the following reasons:

   - Issuance or a Stop Work Order by a court or regulatory agency having jurisdiction over the project; or
   - An act of government making materials or labor unavailable.

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

3. *Termination by CITY for Cause*

   A. The occurrence of any one or more of the following will constitute a default by CONTRACTOR and justify CITY's termination for cause:

      - CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficiently skilled workers or suitable materials or equipment, of failure to adhere to the Progress Schedule);
      - Failure of CONTRACTOR to perform or otherwise to comply with a material term of the Contract Documents;
      - CONTRACTOR's disregard of laws or regulations of any public body having jurisdiction; or
      - CONTRACTOR's repeated disregard of the authority of CITY or Engineer;

   B. If one or more such events occur, then after giving CONTRACTOR (and any surety) 10 days' written notice that CITY is considering a declaration that CONTRACTOR is in default and termination of the Contract, CITY may proceed to:

      - Declare CONTRACTOR to be in default, and give CONTRACTOR (and any surety) written notice that the Contract is terminated, and

- Enforce the rights available to CITY under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if CITY has terminated the Contract for cause, CITY may exclude CONTRACTOR from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which CITY has paid CONTRACTOR but which are stored elsewhere, and complete the Work as CITY may deem expedient.

D. CITY may not proceed with termination of the Contract if CONTRACTOR within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If CITY proceeds, 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 cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by CITY, such excess will be paid to CONTRACTOR. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, CONTRACTOR shall pay the difference to CITY. Such claims, costs, losses, and damages incurred by CITY will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, CITY shall not be required to obtain the lowest price for the Work performed.

F. Where CONTRACTOR'S services have been so terminated by CITY, the termination will not affect any rights or remedies of CITY against CONTRACTOR then existing or which may thereafter accrue, or any rights or remedies of CITY against CONTRACTOR or any surety under any payment bond or performance bond. Any retention or payment of money due CONTRACTOR by CITY will not release CONTRACTOR from liability.

G. If and to the extent that CONTRACTOR has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions in this section.

4. *Termination by the CITY for Convenience*

A. Upon 7 days' written notice to CONTRACTOR and Engineer, CITY may, without cause and without prejudice to any other right or remedy of CITY, terminate the Contract.

B. In the event of termination for convenience by CITY, CONTRACTOR shall be paid for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination and Termination Expenses. Termination Expenses are those reasonable expenses directly attributable to termination (such as demobilization costs). CONTRACTOR is not entitled to direct, indirect, or consequential damages, or other damages for loss from and including, but not limited to economic loss, loss of anticipated profits, idle equipment expenses, interest or carrying costs, overhead expenses, loss of efficiency, or loss of productivity.

ARTICLE 11 - EXECUTION OF THE PROJECT

1. Obligations of Engineer

A. *Engineer as CITY's Representative*

1) Engineer will provide project management services and may serve as CITY's representative during any Work, and until final payment is certified. Engineer will consult with and advise CITY. Engineer will have the authority to act on behalf of CITY only to the extent as provided in the Contract documents.

2) Engineer specifically assumes no duty or responsibility which may be construed as being for the benefit of and thereby enforceable by other parties providing labor, materials or services in connection with the Work such as, though not limited to, CONTRACTOR, Subcontractor, Sub-subcontractors, their agents, employees, or any of their bonding companies, it being understood that Engineer's obligations are to CITY, and in performing such obligations Engineer may consequently alter the burdens and expense of such other parties. CONTRACTOR is not entitled to additional costs associated with Engineer's performance of his/her duties unless otherwise provide in the Contract. CITY and CONTRACTOR must communicate through Engineer when applicable, and communications by and with Engineer and Engineer's consultants must be through Engineer. Communications by and with Subcontractors and Suppliers must be through CONTRACTOR. Communication by and with other contractors working on the site which are not parties to this Contract must be through CITY.

B. *Monitoring Progress, Quality and Compliance with Contract Requirements*

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

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

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

C. *Review and Approval of CONTRACTOR's Submittals*

1) Engineer may review and approve CONTRACTOR's Submittals, such as Shop Drawings and product Samples, for the limited purpose of checking for compliance with the Contract Documents.

Engineer's review does not relieve CONTRACTOR of his obligations under the Contract to comply with the plans and specifications.

2) Engineer's approval of a submittal which contains a deviation which has not been specifically called to Engineer's attention excludes approval of that deviation and will not serve as a waiver of the rights of Engineer or CITY unless Engineer makes specific written acceptance of said deviation on Engineer's letterhead or CITY makes specific written acceptance of said deviation on CITY's letterhead. Engineer has the authority to reject work.

D. *Interpret Plans*

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

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

3) Engineer may, as Engineer deems desirable, issue additional drawings or information indicating in greater detail the construction or design of the various parts of the Work; such drawings or information may be affected by field order or other notice to CONTRACTOR, and provided such drawings or information may be affected by field order or other notice to CONTRACTOR, and provided such drawings or information are reasonable consistent with the previously existing Contract Documents, the Work will be executed in accordance with such additional drawings or information without additional cost or extension of the Contract Time. If CONTRACTOR claims additional cost or time on account of such additional drawings or information, CONTRACTOR must give the notice provided in Article 15.

E. *Approving Non-Substantial Deviations*: Engineer will have the authority to order minor changes in the Work not involving adjustments of Contract Amount or Contract Time, and which is not inconsistent with the intent of the Contract Documents. Such changes must be implemented by issuing a Construction Change Directive that will be immediately binding on CONTRACTOR upon receipt.

F. *Certifying Applications for Payment*: Based on Engineer's observations and evaluations of CONTRACTOR's Applications for Payment, Engineer may review amounts due CONTRACTOR and will, upon approval by CITY, issue Certificates for Payments.

G. *Preparing Change Orders*: Engineer may prepare Change Orders for approval by CITY.

H. *Substantial Completion and Acceptance Reviews*: Engineer may conduct inspections as necessary, and if CITY and Engineer find Work substantially complete, establish the date or dates of Substantial Completion and the date of Final Completion. Engineer will receive and forward to CITY for CITY's review, project records, written documents required by the Contract and assembled by CONTRACTOR. Engineer will issue a Final Certificate for Payment upon compliance with requirements of the Contract Documents and acceptance by CITY.

2. Obligations of CITY

A. *Project Manager*: CITY will designate a Project Manager for each Work Order, through which CITY will communicate with Engineer and CONTRACTOR.

B. Information Provided by CITY

1) CITY shall furnish surveys describing physical characteristics of the site, and utility locations, except those utilities that are not owned by CITY.

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

3) CITY will furnish CONTRACTOR, free of charge, a maximum of ten sets of Construction Documents.

C. *Permits*: Unless otherwise provided in a Work Order, CONTRACTOR shall secure and pay for any and all Permits necessary to construct the facilities described by the Contract Documents. CITY may waive any and all charges for permits required by CITY but still requires the full approval of all required permits, regardless of the applicable regulatory permitting entities.

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

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

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

G. *Approving Substantial Deviations*: CITY's written approval is required for all changes in the Work involving:

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

A Change Order signed by CONTRACTOR, Engineer, and CITY will effect such changes.

H. *Replacement of Engineer*: CITY may at its discretion appoint an engineer to replace Engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

I. *Limitations on CITY's Responsibilities*: CITY will not supervise, direct, or have control or authority over, nor be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of

construction; or the safety precautions and programs incident thereto; or for any failure of CONTRACTOR to comply with laws and regulations applicable to the performance of the Work. CITY will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

3. Obligations of CONTRACTOR

A. *Superintendent*: CONTRACTOR shall employ a competent Superintendent or necessary staff who will be the primary point of contact for any Work Order. The Superintendent, or designee, shall represent CONTRACTOR, and communications given to the Superintendent, or designee, will be as binding as if given to CONTRACTOR.

B. *Review of Contract Documents*

1) CONTRACTOR shall carefully review each Work Order and any other information provided by CITY, and will at once report to CITY or Engineer any errors, omissions, or inconsistencies discovered.

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

C. *Review of Field conditions*: CONTRACTOR shall take field measurements and verify field conditions and carefully compare such with the Contract Documents before commencing the Work. Errors, omissions, or inconsistencies discovered must be reported to Engineer at once.

D. *Supervision and Construction Procedures*

1) CONTRACTOR shall perform the Work in accordance with the particular Work Order and Submittals approved by Engineer.

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

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

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

E. *Inspection of Work*: CONTRACTOR is responsible for inspection of portions of the Work already performed under a given Work Order to determine if such portions are in proper condition to receive subsequent Work.

F. *Labor and Materials*

1) CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Work Order. CONTRACTOR shall at all times maintain good discipline and order at the Project Site.

2) Except as otherwise required for the safety or protection of persons or the Work or property at the Project Site or sites adjacent to the Project Site, and except as otherwise stated in the Contract Documents, all Work at the Project Site must be performed during regular working hours, Monday through Friday. CONTRACTOR will not perform Work on a Saturday or Sunday, or any legal holiday. CONTRACTOR may perform Work outside regular working hours or on Saturdays, Sundays or legal holidays only with CITY's written consent.

   (a) Regular working hours will be 7:00 AM to 6:00 PM.

   (b) CITY's legal holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, and Christmas Day.

3) CITY will compensate CONTRACTOR for overtime pay at one-and-a-half (1.5) times the current rate for contracted services as a result of the performance of work on Saturday, Sunday, or any legal holiday; or as overtime on any regular work day outside of regular hours. CITY has indicated that regular working hours are between 7 a.m. and 6 p.m. Any work performed outside regular work hours must be approved by the CITY prior to any such work being performed; failure to adhere to this will result in compensation at the regular rate for such work. However, the regular working hours window does not obligate CONTRACTOR to compel any employee or subcontractor to perform work for more than eight (8) hours within this window. All work performed during regular hours will be billed and compensated at the regular rate, regardless of how many total hours worked on a given day.

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

5) All materials and equipment incorporated into the Work must be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications must expressly run to the benefit of CITY. If required by CITY or Engineer, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. The use of asbestos or asbestos-based fiber materials is prohibited in this Project.

6) All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

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

G. *Warranty*

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

2) CONTRACTOR shall obtain the following guarantee/warranty from the manufacturer of all major pieces of equipment furnished and installed on any project. Such guarantee/warranty must be for the benefit of CITY and be furnished in writing by the manufacturer. CONTRACTOR's and manufacturer's obligations under this provision are in addition to other express or implied warranties under the Contract Documents and under the law and in no way diminish any other right that CITY may have against CONTRACTOR or manufacturer for faulty material, equipment, or work. The warranty period will not be interpreted as a limitation on the time in which CITY can enforce such other duties, obligations, rights, or remedies.

3) The manufacturer warrants and guarantees for a period of one year from the date of Final Completion, or such longer period that may be specified in the Contract Documents, that all materials and equipment furnished and installed will be free from flaws, defects in material and workmanship and shall be in conformance with the Contract Documents.

H. *Indemnification, Insurance and Bonds*: CONTRACTOR is responsible for providing CITY with Indemnification, Insurance, and Bonds as required under Article 16 of this Contract.

I. *Construction Schedule*: Prior to issuance of a Notice to Proceed and as part of their replay to a scope of work/quote request, CONTRACTOR shall prepare and submit to CITY or Engineer a Construction Schedule for the Work. The approved Construction Schedule will be governed by the particular Work Order issued. The Construction Schedule must document major construction activities and tasks, identifying the estimated beginning and ending dates for each identifiable component of the Work. The Construction Schedule must also identify time critical activities or events that could most greatly affect the Construction Schedule. The Construction Schedule will be prepared in sufficient detail as may be acceptable to Engineer. The Construction Schedule will be revised at appropriate intervals as required by conditions of the Work.

J. *Project Records*

1) CONTRACTOR shall maintain the following project records in a safe place at the project site:

- Construction Schedule;
- Plans and Drawings;
- Specifications;

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

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

3) Records must be available to the Engineer and CITY and, with the exception of the Superintendent's Log, must be delivered to the Engineer for submittal to CITY upon completion of a Work Order.

4) Additionally, the Superintendent's Log may also be delivered to the Engineer for submittal to the CITY upon completion of the Work. Additionally, the Superintendent's Log must at a minimum document the dates and times of critical inspections; instructions received from the Engineer; and weather conditions including dates, times and amount of rainfall received.

5) Upon completion of a Work Order, CONTRACTOR must deliver these record documents to Engineer.

K. *Approval of Shop Drawings and Other Submittals*

1) CONTRACTOR shall review, approve and submit to Engineer, Shop Drawings, Product Data, Samples, and other Submittals required by the Contract Documents for approval by Engineer prior to their implementation. CONTRACTOR may not perform any portion of the Work requiring submittal and review of these or similar data until approved by Engineer. Such Work must be accomplished in accordance with approved Submittals.

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

3) By submitting the materials described above to Engineer for approval, CONTRACTOR represents that he has determined and verified:

- All field measurements;

- Field construction criteria related to the Submittals and has checked and verified their compliance with requirements of the Contract Document;
- Suitability of all materials and equipment;
- All information relative to CONTRACTOR's responsibility for means, methods, techniques, sequences, and procedures of construction and safety precautions; and
- CONTRACTOR will not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or other Submittals. CONTRACTOR will not be relieved of responsibility for deviations from the requirements of the Contract Documents unless the Engineer makes specific written acceptance of said deviations on the Engineer's letterhead.

4) If CONTRACTOR requests a change of a previously approved submittal item, CONTRACTOR will be responsible for Engineer's charges to CITY for its review time, and CITY may impose a set-off against payments due to CONTRACTOR to secure reimbursement for such charges, unless the need for such change is beyond the control of CONTRACTOR.

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

M. Limitation on Use of Project Site and Other Areas

1) CONTRACTOR shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Project Site, adjacent areas that CONTRACTOR has arranged to use through construction easements or otherwise, and other adjacent areas permitted by laws and regulations, and will not unreasonably encumber the Project Site and such other adjacent areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for (a) damage to the Project Site; (b) damage to any such other adjacent areas used for CONTRACTOR's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of CONTRACTOR or those for which CONTRACTOR is responsible.

2) If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of CONTRACTOR or those for which CONTRACTOR is responsible, CONTRACTOR shall (a) take immediate corrective or remedial action, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by laws and regulations, indemnify and hold harmless CITY and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all

fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such CITY or occupant against CITY, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, CONTRACTOR's performance of the Work, or because of other actions or conduct of CONTRACTOR or those for which CONTRACTOR is responsible.

N. *Cleanup of Project Site*: CONTRACTOR shall keep the premises and surrounding area reasonably free or rubbish, waste materials, or debris caused by operations of the Contract. At completion of the Work, CONTRACTOR shall remove from and about the Project Site, waste materials, rubbish, tools, construction equipment, machinery, and surplus materials to CITY's satisfaction. Should CONTRACTOR fail to clean up as provided in the Contract Documents, CITY may do so and the cost charged to CONTRACTOR though a deductive Change Order or Construction Change Directive.

O. *Observations and Inspections*

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

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

3) If a portion of the Work has been covered for which CITY or Engineer has not specifically requested prior to observation, Engineer may request to see such Work and CONTRACTOR shall uncover it. If such Work has been completed in accordance with the Contract Documents, the cost for uncovering and replacement will be borne by CITY and implemented through a Change Order recommended by Engineer and approved by CITY. If such Work was inspected and found not to be in conformance with the Contract Documents, CONTRACTOR shall pay the cost of uncovering and replacement without a change in Contract Time.

P. Correcting Rejected Work

1) CONTRACTOR shall promptly correct Work rejected by Engineer for failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. CONTRACTOR shall bear the costs of correcting such Work, including costs for additional testing and inspections, compensation for any additional design or necessary administrative costs, fines levied against CITY by governmental authorities because the Work is defective, and the costs of repair or replacement of Work of others resulting from defective Work. Prior to final payment, if CITY and CONTRACTOR are unable to agree as to the measure of such claims, costs, losses and damages resulting from defective Work, then CITY may impose a reasonable set-off against payments due under Article 9.

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

3) If CONTRACTOR fails to correct nonconforming Work, within a reasonable time, CITY may complete the work in accordance with the provisions in Article 10(B)(5) of this Contract.

4) In exercising the rights and remedies under this paragraph, CITY shall proceed expeditiously. In connection with such corrective or remedial action, CITY may exclude CONTRACTOR from all or part of the Project Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, and incorporate in the Work all materials and equipment stored at the Project Site or for which CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow CITY, CITY's representatives, agents and employees, CITY's other contractors, and Engineer and Engineer's consultants access to the Project Site to enable CITY to exercise the rights and remedies under this paragraph.

5) All claims, costs, losses, and damages incurred or sustained by CITY in exercising the rights and remedies under this paragraph will be charged against CONTRACTOR has set-offs against payments due under Article 9. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

6) CONTRACTOR will not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by CITY of Authority's rights and remedies under this paragraph.

Q. *Acceptance of Non-Conforming Work*: CITY may at its option accept Work that is not in accordance with the requirements of the Contract Documents instead of requiring its removal and correction. In such cases the Work Order amount will be reduced as appropriate and equitable. If the parties are unable to agree as to the decrease in Contract Amount, reflecting the diminished value of Work accepted, then CITY may impose a reasonable set-off against payments due under Article 9. Such adjustment will be effected whether or not final payment has been made. If acceptance of defective Work occurs after Final Payment, CONTRACTOR shall pay an appropriate amount to CITY.

R. *Tests & Inspections*

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

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

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

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

5) Certificates of testing, inspection or approval must be secured by CONTRACTOR and promptly delivered to the Engineer.

S. *Equal Opportunity Employer*: CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

T. Taxes

1) CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the place of the Project which are applicable during the performance of the Work.
2) CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of CITY or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed by CITY in the Contract Documents.
3) To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless CITY and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. This obligation will survive acceptance of the Work under this Contract and termination of the Contract.

U. Laws and Regulations

1) CONTRACTOR shall give all notices required by and will comply with all laws and regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable laws and regulations, neither CITY nor Engineer shall be responsible for monitoring CONTRACTOR's compliance with any laws or regulations. CONTRACTOR agrees to comply with all applicable Federal, State, and local laws, regulations, and ordinances, including, but not limited to, the following:

- Title VI of the 1964 Civil Rights Act.
- Title VII of the 1964 Civil Rights Act, as amended by the Equal Employment Opportunity that prohibits discrimination in employment.
- Age Discrimination Act of 1973.
- Contract Work Hours and Safety Standards Act.
- Section 504 of the Rehabilitation Act prohibiting discrimination in the employment of the handicapped.
- Fair Labor Standards Act.
- Chapter 112, Florida Statutes, prohibiting conflicts of interest in the procurement of contracts with a governmental agency.
- Chapter 119, the Public Records Act.
- Trench Excavation System & Shoring standards adopted by the Department of Labor and Employment Security and related trenching regulations.
- Construction Work Hours and Safety Act (Construction Safety Act).
- Verification of Employment Status (E-Verify), State of Florida Executive Order 11-116
- Scrutinized Businesses, Chapter 287 Sections 133, 134, & 135 of Florida Statutes

2) 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 Contract or are adopted at any time following the execution of his Contract.

3) If CONTRACTOR performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, CONTRACTOR will bear all resulting costs and losses, and will indemnify and hold harmless CITY and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action.

V. *Applicable Licensing*: CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

W. *Safety of Employees and Property*

1) CONTRACTOR is solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:
   - Employees on the Project Site and other persons who may be affected thereby;
   - The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of CONTRACTOR or CONTRACTOR's Subcontractors or sub-Subcontractors; and
   - Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2) CONTRACTOR will not load or permit any part of the construction or Project Site to be loaded so as to endanger its safety. CONTRACTOR shall comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. CONTRACTOR shall notify CITY, owners of adjacent property, utilities, other contractors performing work at or adjacent to the Project Site, when the prosecution of work may affect them, and will cooperate with them in the protection, removal, relocation, and replacement of their property or Work in progress.
3) When use or storage of explosives or equipment or unusual methods is necessary for execution of the Work, CONTRACTOR shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. CONTRACTOR is responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Project Site in accordance with laws or regulations.
4) CONTRACTOR shall promptly remedy the damage and loss (other than damage or loss insured under requirements of the Contract Documents) to property referred in this Section caused in whole or in part by CONTRACTOR, Subcontractor, Sub-Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable and for which CONTRACTOR is responsible, except damage or loss attributable to acts or omissions of CITY or Engineer or anyone directly or indirectly employed by any of them, or by anyone for whose acts wither of them may be liable and not attributable to the fault or negligence of CONTRACTOR.
5) CONTRACTOR shall designate a qualified and experienced safety representative who is a responsible member of CONTRACTOR's organization at the Project Site whose duties and responsibilities will be the prevention of accidents and the maintaining and supervising of safety precautions and programs. This person will be CONTRACTOR's Superintendent unless otherwise designated by CONTRACTOR in writing to CITY and Engineer.
6) CONTRACTOR's duties and responsibilities for safety and protection will continue until such time as all the Work is completed and Engineer has issued a notice to CITY and CONTRACTOR in

accordance with Article 9(4) that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

7) CONTRACTOR's duties and responsibilities for safety and protection shall resume whenever CONTRACTOR or any Subcontractor or Supplier returns to the Project Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

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

ARTICLE 12 - SUBCONTRACTORS/SUPPLIERS

1. *Reporting of Proposed Subcontractors*: As part of CONTRACTOR's response to a quote request from CITY for a particular project, or as otherwise provided in the Contract Documents, CONTRACTOR will furnish in writing the names of persons or entities, including Subcontractors, material suppliers, equipment, Suppliers, and fabricators proposed for principal portions of the Work. CITY or Engineer—in consultation with CITY—will promptly inform CONTRACTOR in writing whether or not there are reasonable objections to any of the proposed persons or entities unto which CONTRACTOR proposes utilize. Reasonable objections include a Subcontractor or Supplier who is not licensed, qualified or certified as required by State Law.

   A. No acceptance by CITY of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, will constitute a waiver of the right of CITY to the completion of the Work in accordance with the Contract Documents.

   B. CONTRACTOR is fully responsible to CITY and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions.

   C. CONTRACTOR is solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

   D. CONTRACTOR shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or CITY, except through CONTRACTOR or in case of an emergency, or as otherwise expressly allowed herein.

   E. CITY may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to CONTRACTOR on account of Work performed for CONTRACTOR by the particular Subcontractor or Supplier.

   F. Nothing in the Contract Documents:

      1) will create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between CITY or Engineer and any such Subcontractor, Supplier, or other individual or entity; or

2) will create any obligation on the part of CITY or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by laws and regulations.

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

3. *Removal of Subcontractors*: CONTRACTOR may change a Subcontractor, person, or entity previously selected unless CITY makes reasonable objection to such change. Such requests must be approved by CITY prior to any work being performed by any new entity.

4. *Subcontractors Bound by Contract Documents*:

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

   B. Each subcontract must preserve and protect the right of CITY under the Contract Documents with respect to the Work to be performed by the Subcontractor so the subcontracting will not prejudice such rights and will allow the Subcontractor, to the extent provided in the Contract Documents, the benefit of all rights, remedies and redress against CONTRACTOR that CONTRACTOR has against CITY.

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

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

      - Assignment is effective only after termination of the Contract by CITY for cause pursuant to Article 10(3) of this Contract.
      - Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

4. *Subcontractor Payment*:

   A. Unless otherwise provided by law, within 10 days after CONTRACTOR's receipt of payment, CONTRACTOR will remit payment due to the Subcontractor for labor, services, and material furnished.

B. If Subcontractor receives payment from CONTRACTOR for labor, service, or material furnished by Subcontractors and Suppliers hired by the Subcontractor, Subcontractor shall remit payment due to those subcontractors and Suppliers within 7 days of subcontractor's receipt of payment.

ARTICLE 13 - CONSTRUCTION BY CITY OR SEPARATE CONTRACTORS

1. *CITY's Right to Perform Construction*: CITY reserves the right to perform construction or operations related to any project outside the scope of this Contract with CITY's own forces and to award separate Contracts in connection with other portions of the Project not covered under the scope of this Contract.
2. *CITY to Provide Coordination*: CITY shall provide for coordination of activities of the CITY's own forces and for the other contractors under a separate agreement to provide construction services on the Project Site. If part of CONTRACTOR's Work depends upon prior Work performed by CITY or other separate contractors, CONTRACTOR shall, prior to proceeding with that portion of the Work, promptly report to Engineer apparent discrepancies or defects in other such construction that would render it unsuitable for the proper execution and results of CONTRACTOR's Work. Failure of CONTRACTOR to so report will constitute an acknowledgment that CITY's previously completed construction is fit and proper to receive CONTRACTOR's Work.

ARTICLE 14 - AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

1. *Contract Held Valid*: Changes in the Work may be accomplished after execution of the Contract without invalidating the Contract where they are documented by a Construction Change Directive executed in accordance with this Contract.
2. *Construction Change Directive*: A Construction Change Directive prepared and signed by Engineer will direct all changes in the Work. A Construction Change Directive signed by CONTRACTOR indicates agreement of CONTRACTOR with the actions specified in the Directive, including the inclusion or absence of an adjustment in Contract Amount or Contract Time or the method for determining them. Construction Change Directives will be issued using AIA Form G714.
3. *Construction Change Order*: In addition to a Construction Change Directive, a Construction Change Order will be required wherever the issuance of a Construction Change Directive would involve a change in:
   - Work Order Amount;
   - Work Order Time; or
   - The intent of the Contract Documents or Work Order.

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

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

4. *Changes in Contract Amount*: Only a Construction Change Order will grant changes in Contract Amount. Claims for disputes concerning the Contract Amount will be determined in accordance with Article 15 of this Contract.

5. *Cost of Work*

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

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

   CONTRACTOR shall require all Subcontractors and Suppliers to comply with all requirements of, and provide itemizations of all claims in accordance with, this Article.

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

   B. The term "Cost of Work" or "Direct Cost" will not include any of the following:

   - Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership or sole proprietorships), general managers, engineers, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR whether at the Project Site or in its principal or branch office for general administration of the Change Order Work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by CONTRACTOR's allowance for overhead and profit.
   - Extraordinary fringe benefits not specifically identified, above.

- Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the job site.
- Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital used for the Change Order Work and charges against CONTRACTOR for delinquent payments.
- Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including, but not limited to, the correction for defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included above in Subsection A.

6. *Changes in Contract Time*: Only construction Change Order will grant changes in Contract Time. Claims for disputes concerning Contract Time will be determined in accordance with Article 15 of this Contract.

7. *Changes in Contract Time Due to Weather Conditions*: CONTRACTOR shall consider climatic conditions in preparing the Construction Schedule and must anticipate periods where work may not be practical due to adverse weather conditions.

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

8. *CONTRACTOR's Obligation to Comply with Construction Change Directives*: Upon receipt of a Construction Change Directive, CONTRACTOR shall promptly proceed with the change in the Work. CONTRACTOR shall promptly comply with the Construction Change Directive whether or not a Change Order has been executed.

9. *Effective Date of Change Orders*: Change Orders will become effective immediately upon execution by CONTRACTOR, Engineer, and CITY.

10. *Notification to Surety*: If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Amount or Contract Times), the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 15 - CLAIMS AND DISPUTES

1. *Claims Process*: The following disputes between CITY and CONTRACTOR are subject to the Claims process set forth in this article:

   - Appeals by CITY or CONTRACTOR of Engineer's decisions regarding Change Proposals;

- CITY demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
- Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
- Any dispute arising after Engineer has issued a written recommendation of final payment.

2. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by CONTRACTOR seeking an increase in the Contract Times or Contract Price, CONTRACTOR shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of CONTRACTOR'S knowledge and belief the amount of time or money requested accurately reflects the full amount to which CONTRACTOR is entitled.
3. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
4. *Mediation*
   A. At any time after initiation of a Claim, CITY and CONTRACTOR may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
   B. If CITY and CONTRACTOR agree to mediation, then after 60 days from such agreement, either CITY or CONTRACTOR may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
   C. CITY and CONTRACTOR shall each pay one-half of the mediator's fees and costs.
5. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party requests a final resolution of disputes.
6. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either CITY or CONTRACTOR may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party requests a final resolution of disputes.

7. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 16 - INDEMNIFICATION, INSURANCE AND BONDS

1. Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of CONTRACTOR under the Contract or otherwise, CONTRACTOR shall indemnify and hold harmless CITY and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against CITY or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation hereunder will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

2. *Waiver of Subrogation*

Insurance Policies, other than Professional Liability, shall include waivers of subrogation in favor of the City.

3. *CONTRACTOR's Insurance*

Prior to the commencement of Work governed by this Contract, the CONTRACTOR shall obtain, at his/her own expense, insurance as specified below, which are made part of this Contract. CONTRACTOR shall ensure that the insurance obtained will extend protection to all Subcontractors engaged by CONTRACTOR. As an alternative, CONTRACTOR may require all Subcontractors to obtain insurance consistent with the below requirements. This insurance must name CITY as an additional insured, except for with respect to Worker's Compensation Coverage.

CONTRACTOR will not be permitted to commence work governed by this Contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to CITY as specified below. Delays in the commencement of work, resulting from the failure of CONTRACTOR to provide satisfactory evidence of the required insurance, will not extend deadlines specified in this Contract and any penalties and failure to perform assessments will be imposed as if the Work commenced on the specified date and time, except for CONTRACTOR's failure to provide satisfactory evidence.

All insurance required by this Contract must be obtained by an insurance company or companies that are duly licensed and/or authorized to do business in the State of Florida. Insurers must have at least a Policy Holders Rating of A-, and Financial Rating of at least IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the CITY in writing.

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

CONTRACTOR shall name "City of Treasure Island" as a certificate holder and/or as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide CITY with proof of same.

4. *Loss Deductible*

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

5. *Subcontractor's Insurance*

CONTRACTOR shall ensure that any Subcontractor(s), hired to perform any of the Work, maintain the same Insurance requirements set forth herein. In addition, CONTRACTOR shall maintain proof of same on file and made readily available upon request by CITY.

6. *Certificate of Insurance*

CONTRACTOR agrees to promptly provide CITY with proof of insurance coverage as follows:

- The name of the insured CONTRACTOR, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to CITY and a copy to Engineer at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- Certification of Insurance must be in the form as approved by CITY and such Certificate must clearly state all the coverage's required in this Article:
- If requested by CITY, CONTRACTOR shall promptly furnish complete certified copies of his and his Subcontractor's insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by CONTRACTOR or by any of its representatives that indicate less coverage than required by the

Contract Documents does not constitute a waiver of CONTRACTOR's obligations to fulfill the requirements of this Article.

CITY, at its sole discretion, has the right to request certified copies of any and all insurance policies required by this Contract and CONTRACTOR agrees to promptly produce such requested documents.

7. *Worker's Compensation Insurance*

CONTRACTOR shall take out and maintain, during the life of this Contract, Workers' Compensation and Employer's Liability Insurance for all his employees connected with the Work of this Project, and in case any Work is sublet, CONTRACTOR shall require the Subcontractor similarly to provide Workers' compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. Such insurance must comply with the Florida Workers' compensation Law. In case any class of contract at the Project Site is not protected under the Workers' Compensation Statute, CONTRACTOR shall provide adequate insurance, satisfactory to CITY for the protection of employees not otherwise protected. The limits must be statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

8. *Liability Insurance*

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

Commercial General Liability:

- Minimum Coverage is $1,000,000 including a separate project aggregate limit of $5,000,000 for the Contract.
- Coverage must include premises, operations, products, completed operations, independent CONTRACTORs, contractual liability covering this Contract, contracts and leases, broad form property damage coverage's, personal injury and bodily injury.
- CONTRACTOR is required to continue to purchase products and completed operations coverage for Work performed under this Contract for minimum of three (3) years following Substantial Completion.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it will not be more restrictive than the underlying insurance policy coverage's.

Commercial Automobile Liability:

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

9. *Performance, Payment, and Other Bonds*

For any Work Order greater than $100,000, CONTRACTOR shall furnish a performance bond and a payment bond, each in an amount at least equal to the Work Order amount, as security for the faithful performance and payment of all of CONTRACTOR's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in the Contract, whichever is later, except as provided otherwise by laws or regulations, the Supplementary Conditions, or other specific provisions of the Contract. CONTRACTOR must also furnish such other bonds as are required in this Contract.

All bonds must be in the form prescribed by the Contract except as provided otherwise by laws or regulations, and will be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

CONTRACTOR shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

If the surety on a bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then CONTRACTOR shall promptly notify CITY and Engineer and must, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

If CONTRACTOR has failed to obtain a required bond, CITY may exclude CONTRACTOR from the Project Site and exercise CITY's termination rights under Article 9.

Upon request, CITY shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

ARTICLE 17 - MISCELLANEOUS PROVISIONS

1. *Interest on Judgments*: In the event of any disputes between the parties to this Contract occurs, including without limitation to their assignee and or assigns arising out of or relating in any way to this Contract which results in litigation and a subsequent adjustment award or decree against either party, it is agreed that an entitlement post judgment interests to either party and/or their attorneys shall be fixed by the proper Court at a rate of 5% per annum, simple interest. Under no circumstances will either party be entitled to pre-judgment interest. The parties expressly acknowledge and to the extent allowed by law, hereby opt out of any provision of Federal or State Statutes not in agreement with this.
2. *Assignment of Contract*: Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may

become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the CITY may assign this Contract to the State of Florida for any political subdivision, municipality, special district, or authority thereof without CONTRACTOR's consent and without recourse.

3. *Successors and Assigns*

   A. CITY and CONTRACTOR each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

   B. This Contract is solely for the benefit of the parties and no right or privilege or cause of action shall by reason hereof accrue upon to, or for the benefit of any third party. Nothing in this Contract is intended or will be construed to confer upon or give any person, corporation, partnership, trust, private entity, or agency any right, remedy, or claim under or by reason of this Contract or any provisions or conditions of this Contract.

4. Severability

   A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

   B. Neither the validity of this Contract nor the validity of any portion of it may be challenged by any party to this Contract, and each party waives any right to initiate such challenge. Furthermore, if this Contract or any portion is challenged by a third party in a judicial, administrative, or appellate proceeding (each party covenanting with the other party not to initiate, encourage, foster, promote, cooperate with or acquiesce to such challenge), the parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decisions invalidating this Contract or portion thereof.

5. Contractor's Certifications

   A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

      1) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

      2) "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

B. CONTRACTOR shall pay promptly and before final payment, any claims or liens incurred in and about this work, and to execute a Contractor's affidavit for final payment.

6. *Notices*

A. All notices required or made pursuant to this Agreement shall be made in writing and sent electronically to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered, sent by certified mail, return receipt requested addressed to the following:

If to CITY:
City of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33706
Attn: City Manager
With required copy to:
Anthony Sabatini, City Attorney
Sabatini Law Firm, P.A.
1601 E. 1st Ave.
Mount Dora, FL 32757

If to CONTRACTOR:
4Pt Punchlist
2724 Park Dr.
Clearwater, FL 33763

7. *Limitation of Liability*

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

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

8. Other Provisions

A. E-verify - CONTRACTOR shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Contract. CONTRACTOR shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Contractor. Contractor may not enter into a contract with a subcontractor to perform work under this Contract unless and until the subcontractor registers with and uses the E-Verify system. If CONTRACTOR enters into a contract with a subcontractor to perform work under this Contract, CONTRACTOR must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR must maintain copies of all such affidavits for the duration of this Contract. CITY may terminate this Contract 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 Contract 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 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 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 CITY as a result of the termination of the Contract.

B. CITY and CONTRACTOR agree that this Contract shall be governed by applicable Florida Law. Venue for any legal action in connection with this Contract shall be in the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County. In any claim dispute procedure or litigation arising from this Contract, each party shall be solely responsible for paying its attorney's fees and costs.

C. Each party to this Contract has had the benefit of representation by counsel and equal input into drafting this Contract such that no provision of this Contract shall be strictly construed against one party as the draft of the Contract.

D. The headings and captions of articles, sections and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

E. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by CONTRACTOR on behalf of CITY, CONTRACTOR shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by CITY to perform the work contemplated by this Contract; (b) upon request from CITY's custodian of public records, provide 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 CITY in accordance with (d) below; and (d) upon completion or termination of this Contract, (i) if CITY, in its sole and absolute discretion, requests that all Public Records in possession of CONTRACTOR be transferred to CITY, CONTRACTOR shall transfer, at no cost, to CITY, all Public Records in possession of CONTRACTOR within thirty (30) days of such request or (ii) if no such request is made by CITY, CONTRACTOR shall keep and maintain the Public Records required by CITY to perform the work contemplated by this Contract. If CONTRACTOR transfers all Public Records to 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 CITY and provide 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 CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology of 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, CITY may terminate this Contract and/or pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which CONTRACTOR is acting on behalf of 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: City Clerk, (727) 547-4575 ext. 229; cityclerk@mytreasureisland.org, and City Hall, 10451 Gulf Blvd., Treasure Island, FL, 33706.

F. This Agreement sets forth the entire agreement between the Parties as to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, bids, and/or understandings. There are no understandings, representations, warranties, or agreements with respect to the subject matter hereof unless set forth explicitly in this Agreement.

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

H. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

I. CITY stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if CITY is the party that has furnished said General Conditions, then CITY has plainly shown all modifications to the standard wording of such published document to CONTRACTOR, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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

As To
CONTRACTOR

Justin & Stephanie Jones, Inc., dba 4 Pt Punchlist
(name of corporation or business)

BY: President
(title of authorized corporate officer or individual)

WITNESS:

Signature

Alexandra Ashley
Printed Name

Signature

Justin Jones
Printed Name

As To
CITY OF TREASURE ISLAND

ATTEST | City Clerk:

Signature

City Manager:

Signature

CONTRACT AND GENERAL CONDITIONS FOR CONSTRUCTION SERVICES

Solicitation #: 25-017 | SPECIALTY SERVICE CONTRACTOR

This Agreement is made this 18th day of November 2025 by and between the City of Treasure Island, a municipal corporation ("CITY") whose address is 10451 Gulf Boulevard, Treasure Island, FL 33706, and Advanced Roofing, Inc., a corporation authorized to do business in the State of Florida ("CONTRACTOR"), whose FEIN is 59-2360591, who hereby agree as follows:

ARTICLE 1 - DEFINITIONS

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

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

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

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

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

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

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

CITY - The City of Treasure Island, or the City of Treasure Island's authorized representatives.

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

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

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

Contract/Agreement - The agreement between the CITY and the CONTRACTOR as defined by the Contract Documents. This Contract represents the entire agreement between the parties hereto and supersedes any prior negotiations, representations, agreements, or understandings, either written or oral. The original solicitation documents and the CONTRACTOR's documents submitted in response to the solicitation are hereby incorporated and made part of this agreement.

CONTRACTOR - The person or entity identified in the Contract Documents as being responsible for performing the work under the Contract. This CONTRACT does not create an employee/employer relationship between the parties.

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

Contract Documents - Individual documents which collectively comprise the Contract between the CITY and CONTRACTOR, including 1) The Contract between the CITY and CONTRACTOR, 2) Bid Documents including the invitation to bid, instructions to bidders and CONTRACTOR bid package, 3) Drawings, Specifications, Plans, 4) Addenda issued prior to execution of the Contract, 5) Other documents listed in the Contract, and 6) Modifications

issued after execution of the Contract, including: 1) Written amendments to the Contract signed by both parties, 2) Construction Change Orders, and Construction Change Directives.

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

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

Day - As referenced in this Contract "Day" includes all calendar days including weekends, holidays, and days of inclement weather. The word "Day" means a calendar day of 24 hours measured from midnight to the next midnight.

Defective - The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment.

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

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

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

Furnish, Install, Perform, Provide - The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Project Site (or some other specified location) ready for use or installation and in usable or operable condition. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use. If the Contract Documents establish an obligation of CONTRACTOR with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then CONTRACTOR shall furnish and install said services, materials, or equipment complete and ready for intended use.

Liens - Charges, security interest or encumbrances upon Contract related funds, real property, or personal property.

Lump Sum - The Contractor under the Lump Sum Contract is responsible for completing any given project within the agreed fixed cost set forth in the Work Order.

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

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

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

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

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

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

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

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

Project Site - The physical location identified in a Work Order where work is to be accomplished.

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

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

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

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

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

Submittal - Shop drawings, material data, samples and product data required by the Engineer of Record for approval.

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

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

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

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

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

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

Work Order - An individually negotiated document that is executed by both Parties and which authorizes a Project under the terms and conditions of this agreement.

Unit Price Work - Work to be paid on the bases of unit prices.

ARTICLE 2 - TERM

The term of this agreement will span from the effective date for three (3) years with one (1) two-year (2-year) renewal option—upon successful future negotiations for such renewal rates—unless otherwise specified in this agreement.

ARTICLE 3 - PRELIMINARY MATTERS

1. *Delivery of Documents*: When CONTRACTOR delivers the signed Contract to CITY, CONTRACTOR shall also deliver to CITY such bonds and insurance policies, certificates or other documents as CONTRACTOR may be required to furnish in accordance with the Contract Documents.
2. *Copies of Documents*: CITY will furnish to CONTRACTOR one fully executed counterpart of the Contract in electronic portable document format (PDF).
3. *Commencement of Contract Times; Notice to Proceed*: A Commencement Date will be established by CITY and communicated to CONTRACTOR in a Notice to Proceed (NTP) sent by electronic mail to CONTRACTOR not later than 30 calendar days following execution of the Contract, or receipt of proper permits from regulatory agencies having jurisdiction over the project, whichever is later.
4. *Starting the Project*: CONTRACTOR shall start to perform the work on the date when the Work Order commences to run. No Work may be done at the site prior to such date.
5. *Before Starting Construction*

    A. Preliminary Schedules: In keeping with the intent of this contract, CITY will submit individual scopes of work to approved CONTRACTOR(s) requesting quotes and cost estimates. Within 10 days of receipt of such request from CITY, CONTRACTOR shall submit to Engineer or CITY for timely review:

1) a preliminary Construction Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any milestones specified in the Contract;

2) a preliminary Schedule of Submittals; and

3) a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

4) As provided for in Article 8, the Schedule of Values will be reviewed by the Engineer and approved by CITY, and will be used as the basis for reviewing CONTRACTOR's Applications for Payment. The Schedule of Values will include a cost breakdown indexed per the Sections of the Specifications, which shall clearly set forth labor as distinct from materials and from equipment.

6. Preconstruction Conference

Before any Work at a Project Site is started, a conference attended by CITY, CONTRACTOR, Engineer, and others as appropriate may be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 5, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

At this conference CITY and CONTRACTOR each will designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

7. Finalizing Schedules

Before submission of the first Application for Payment a conference attended by CONTRACTOR, CITY, ENGINEER and others as appropriate may be held to finalize the schedules submitted in accordance with the Contract. Any finalized progress schedule will be acceptable to CITY as providing an orderly progression of the Work to completion within the Work Order, but acceptance will neither impose on CITY responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of values will be acceptable to CITY as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

ARTICLE 4 - CONTRACT DOCUMENTS

1. *Intent of Contract Documents*

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

B. It is the intent of the Contract to create a more streamlined process for the repair and/or maintenance of CITY facilities by utilizing small- to medium-sized Work Orders issued to qualified CONTRACTOR(s). CONTRACTOR is responsible for the construction and coordination of the parts of the Project, and all systems provided shall be completely compatible and fully functional without additional cost to the CITY.

C. Unless otherwise stated in the Contract, if there is a discrepancy between the electronic version of the Contract (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. Each and every provision of law and clause required by law to be inserted in this Contract is deemed to be inserted in this Contract, and will be read and enforced as though they were included in this Contract, and if through mistake or otherwise, any such provision is not included, or if not correctly inserted, then upon the application of either party, the Contract Documents will be physically amended to make such insertion.

2. *Reuse of Documents*

A. Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with CITY will have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of CITY and Engineer and specific written verification or adaptation by Engineer; or have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without CITY's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph will survive final payment, or termination of the Contract. Nothing in this Contract will preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

3. *References and Manuals*

A. Reference in the Contract Documents to standard specification manuals, reference standards, or codes of any technical society, organization, or association, to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

B. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of CITY, CONTRACTOR, or Engineer, or any of their Subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to CITY or Engineer any duty or authority to supervise or

direct the performance of the Work, or any duty to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

ARTICLE 5 - SCOPE OF WORK

CONTRACTOR shall execute the entire Work described in the Procurement and Contract Documents, as directed by any Work Order duly authorized as described herein.

ARTICLE 6 - CONTRACT AMOUNT

CITY will pay CONTRACTOR based on the respective hourly rates and material markups subject to individual Work Orders issued by CITY.

ARTICLE 7 - SUBSTANTIAL COMPLETION DATE AND DELAYS

1. CONTRACTOR shall commence work on the date indicated on the individual approved Work Order, or on another timeline agreed to by both PARTIES. CONTRACTOR shall achieve Substantial and Final Completion of Work as indicated on the individual approved Work Order, subject to authorized adjustments in the Contract Documents.
2. Time limits herein stated in the Contract Documents or Work Orders are of the essence of the Contract. By executing the Contract, CONTRACTOR confirms that they will provide a reasonable period of time to perform the Work before the authorization of any Work Order.
3. CONTRACTOR shall carry on the Work and adhere to the Construction Schedule during all disputes or disagreements with CITY. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as may be permitted herein, or as CITY and CONTRACTOR may otherwise agree to in writing.
4. If CONTRACTOR's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of CITY, CONTRACTOR, and those for which they are responsible, then CONTRACTOR may be entitled to an equitable adjustment in Work Order deadlines. CONTRACTOR's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to CONTRACTOR's ability to complete the Work within the Contract Times. Such an adjustment will be the CONTRACTOR's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include, but are not limited to, the following:
    A. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
    B. Abnormal weather conditions;
    C. Acts or failures to act of utility; and
    D. Acts of war or terrorism.
5. No delay will entitle CONTRACTOR to an increase of the Contract Amount except where CITY or Engineer acted in bad faith to prevent the progress of Work. CONTRACTOR acknowledges that in agreeing to the

Contract Amount, it has assessed the potential impact of the limitations of this section on its ability to recover additional compensation in connection with a Work delay or interference and CONTRACTOR agrees that the limitations will apply, regardless of the accuracy of CONTRACTOR's assessment or actual costs incurred by CONTRACTOR in connection with any such delays or interference.

ARTICLE 8 - LIQUIDATED DAMAGES/SPECIAL DAMAGES

1. *Liquidated Damages*

   A. CONTRACTOR and CITY recognize that time is of the essence and that CITY will suffer direct financial and other losses if the Work is not completed within the Work Order times, plus any extensions thereof allowed in accordance with the contract. The parties also recognize the delays, expense, and difficulties involved improving in a legal or arbitration proceeding, the actual loss suffered by CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as penalty):

   B. Substantial Completion: CONTRACTOR shall pay CITY $300 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified for Substantial Completion, until the Work is substantially complete.

   C. Completion of Remaining Work: After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Work Order times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, CONTRACTOR shall pay CITY $500 for each day that expires after such time until the Work is completed and ready for final payment.

   D. CITY may deduct liquidated damages as described in this section from any unpaid amounts due to CONTRACTOR under this Contract.

   E. Any liquidated damages not deducted or set-off from any unpaid amounts due to CONTRACTOR shall be payable to CITY, at the demand of CITY, together with interest from the date of the demand at the maximum allowed interest rate.

2. *Special Damages*

   A. In addition to the amount provided for liquidated damages, CONTRACTOR shall reimburse CITY: (1) for any fines or penalties imposed on CITY as a direct result of the CONTRACTOR's failure to attain Substantial Completion, and (2) for the actual costs reasonably incurred by CITY for engineering, construction observation, inspection, and administrative services needed after the time for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

   B. After CONTRACTOR achieves Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work, CONTRACTOR shall reimburse CITY for the actual costs reasonably incurred by CITY for engineering, construction observation, inspection, and administrative services needed after the time specified for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 9 - PAYMENTS

1. *Progress Payments*

   A. The Schedule of Values will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to CITY or Engineer. Any progress payments for Unit Price Work will be based on the number of units completed.

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

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

   D. Provided an Application for Payment is received by CITY or Engineer not later than the 15th day of the month, CITY shall make payment to CONTRACTOR not later than the last day of the month. If a valid Application for Payment is received by CITY or Engineer after the Application date fixed above, payment will be made 30 days after the Engineer received the Application for Payment.

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

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

      - Take that portion of the Contract Amount properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Amount allocated to that portion of the Work in the Schedule of Values.
      - Subtract the aggregate of previous payments made by the CITY.

   G. The progress payment will be further modified under the following circumstances:

      - Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to 90% of the Contract Amount less such amounts as the Engineer and CITY determined for incomplete Work and unsettled claims.

   H. Please note that some portion of the Contract Amount may be paid from the proceeds of a grant, loan, or revenue bonds (hereinafter “funding”) obtained by the CITY for this Work and the funding documents may impose certain conditions, limitations, procedures, and restrictions. CONTRACTOR shall coordinate with CITY and Engineer in order to comply with the conditions, limitations, procedures, and restrictions that related to the delivery of materials, the Work, applications for payment, and other matters concerning the administration of the Contract.

2. *Final Inspection and Payment*

   A. *Final Inspection*: Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete and if so required, Engineer will promptly make a final inspection with CITY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals

that the Work, or agreed portion thereof, is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

B. *Final Payment*: Final payment, comprising the entire unpaid balance of the Contract Amount, will be made by CITY to CONTRACTOR when the Contract has been fully performed and accepted by CITY. Furthermore, payment will be made within 30 days of CITY receiving a final Certificate of Payment from Engineer. CONTRACTOR's acceptance of final payment from CITY will constitute a full waiver and release by CONTRACTOR of all claims against CITY arising out of or related to the Project.

3. *CONTRACTOR Applications for Payment*

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

B. Applications for Payment shall not include:

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

C. The Application for Payment will also be accompanied by a bill of sale, invoice or other documentation warranting CITY has received the materials and equipment free and clear of all Liens (in the form of a waiver and release as contemplated in Chapter 713 of the Florida Statutes), and evidence that the materials and equipment are covered by appropriate property insurance, warehouse bond, or other arrangements to protect CITY's interest therein, all of which must be satisfactory to CITY.

D. CONTRACTOR shall furnish evidence that payment received on the basis of materials and equipment not incorporated and suitably stored on Project Site has in fact been paid to the respective supplier(s) in the form of a waiver and release as contemplated by Chapter 713 of the Florida Statutes within 30 days of payment by the CITY. Failure to provide such evidence of payment may result in the withdrawal of previous approval(s) and removal of the cost of related materials and equipment from the next submitted Application for Payment.

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

5. *Criteria for Withholding a Certificate for Payment*: Engineer or CITY may withhold a Certificate for Payment in whole or in part if in CITY's opinion, CONTRACTOR representations to CITY are not supported. If CONTRACTOR and CITY cannot agree on a revised amount, CITY will promptly issue a Certificate of

Payment for the amount to which CITY is able to certify payment. Certification may be withheld for these reasons:

- Defective Work not corrected;
- Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;
- Damages owed to CITY or others;
- Evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or estimated Liquidated Damages;
- Persistent failure to carry out the Work in accordance with the Contract Documents;
- CONTRACTOR failed to provide and maintain required bond or insurance;
- CONTRACTOR has failed to take reasonable and customary measurers to avoid damage, delay, disruption, and interference with other work at or adjacent to the Project Site;
- CITY has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
- An event that would constitute a default by CONTRACTOR and therefore justify a termination for cause has occurred; or
- Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific bond satisfactory to CITY to secure the satisfaction and discharge of such Liens.

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

6. *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to CITY free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than the time of payment by the CITY.

B. No material or supplies for Work may be purchased by the CONTRACTOR or Subcontractor subject to any title mortgage or under any conditional sale contract or any other agreement by which an interest is retained by the Seller. CONTRACTOR warrants that CONTRACTOR has good title to all materials and supplies used by CONTRACTOR in the Work, free from all liens, claims, or encumbrances.

C. CONTRACTOR shall defend, indemnify, and save CITY and Engineer harmless from all claims (including but not limited to expert fees, and attorneys' fees and costs) growing out of the lawful demand the Subcontractors, Suppliers, laborers, workman, mechanics, material men and furnishers and machinery and parts thereof, equipment, power tools, and all supplies incurred in the furtherance of the performance of this Contract. CONTRACTOR shall, at CITY's request, furnish satisfactory evidence that all applications of the nature here and above designated have been paid, discharged, or waived. If CONTRACTOR fails to do so, then CITY may, after having served written notice on said CONTRACTOR, either pay unpaid bills in which CITY has written notice direct, or withhold from CONTRACTOR's unpaid compensation a sum of money deemed reasonable sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon

payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract, but in no event will the provisions of this sentence be construed to impose any obligations upon the CITY to either CONTRACTOR or CONTRACTOR Surety. In paying any unpaid bills of the CONTRACTOR, CITY will be deemed the agent of the CONTRACTOR and any payment so made by the CITY will be considered a payment made under the Contract by CITY to CONTRACTOR and CITY will not be liable to CONTRACTOR for any such payment made in good faith.

7. *Substantial Completion of a Designated Portion*

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

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

8. *Substantial Completion*

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

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

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

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

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

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

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

9. *Final Acceptance and Payment*

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

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

C. Furthermore, neither final payment nor any remaining retainage, will become due until CONTRACTOR executes and presents to CITY a "Certificate of Claims Paid" and "Release of all Claims" form in such a form as may be acceptable to CITY. Acceptance of final payment by CONTRACTOR will comprise a release of all claims under the Contract, and receipt of which acknowledges full and complete payment for all Work done, materials and equipment furnished, and damages or claims arising under this Contract.

D. Application for Final Payment:

1) After CONTRACTOR has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Article 11,3,J), and other documents, CONTRACTOR may make application for final payment.

2) The final Application for Payment must be accompanied (except as previously delivered) by:

i. All documentation called for in the Contract Documents;

ii. Consent of the surety, if any, to final payment;

iii. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to CITY free and clear of any liens or other title defects, or will so pass upon final payment;

iv. A list of all disputes that CONTRACTOR believes are unsettled; and

v. Complete and legally effective releases or waivers (satisfactory to CITY) of all lien rights arising out of the Work, and of liens filed in connection with the Work.

3) CONTRACTOR must furnish receipts or releases in full and an affidavit of CONTRACTOR that: (a) the releases and receipts include all labor, services, material, and equipment for which a lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which CITY might in any way be responsible, or which might in any way result in liens or other burdens on CITY's property, have been paid or otherwise satisfied. If any Subcontractors or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a bond or other collateral satisfactory to CITY to indemnify CITY against any lien, CITY at its option may issue joint checks payable to CONTRACTOR and specified Subcontractors and Suppliers.

10. *Corrective Period*

A. If within one year from the date of final Completion (or such longer period of time as may be prescribed by an individual Work Order, or by any specific provision of the Contract Documents), any Work that is found to be defective, or if the repair of any damages to the Project Site, adjacent areas that CONTRACTOR has arranged to use through construction easements or otherwise, and other adjacent areas used by CONTRACTOR as permitted by laws and regulations, is found to be defective, then CONTRACTOR shall promptly, without cost to CITY and in accordance with CITY's written instructions:

1) Correct the defective repairs to the Project Site or such other adjacent areas;

2) Correct the defective Work;

3) If the defective Work has been rejected by CITY, remove it from the Project and replace it with Work that is not defective; and

4) Satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If CONTRACTOR does not promptly comply with the terms of CITY's written instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective Work corrected or repaired or may have the rejected Work removed or replaced. CONTRACTOR shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the corrective period hereunder with respect to such

Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph are in addition to all other obligations and warranties. The provision of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

11. *Preferred Method of Payment*: CITY encourages vendors to register for payments to CONTRACTOR(s) to be made via Electronic Funds Transfer (EFT).

ARTICLE 10 - TERMINATION OR SUSPENSION OF THE CONTRACT

1. *CITY May Suspend Work*: At any time and without cause CITY may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to CONTRACTOR and Engineer. Such notice will state Work is suspended and will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be entitled to an adjustment in the Work Order for an extension of time directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

2. *Termination by the CONTRACTOR*: CONTRACTOR may terminate the Contract if the Work is stopped for a period of 90 days or longer only for the following reasons:

   - Issuance or a Stop Work Order by a court or regulatory agency having jurisdiction over the project; or
   - An act of government making materials or labor unavailable.

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

3. *Termination by CITY for Cause*

   A. The occurrence of any one or more of the following will constitute a default by CONTRACTOR and justify CITY's termination for cause:

      - CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficiently skilled workers or suitable materials or equipment, of failure to adhere to the Progress Schedule);
      - Failure of CONTRACTOR to perform or otherwise to comply with a material term of the Contract Documents;
      - CONTRACTOR's disregard of laws or regulations of any public body having jurisdiction; or
      - CONTRACTOR's repeated disregard of the authority of CITY or Engineer;

   B. If one or more such events occur, then after giving CONTRACTOR (and any surety) 10 days' written notice that CITY is considering a declaration that CONTRACTOR is in default and termination of the Contract, CITY may proceed to:

      - Declare CONTRACTOR to be in default, and give CONTRACTOR (and any surety) written notice that the Contract is terminated, and

- Enforce the rights available to CITY under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if CITY has terminated the Contract for cause, CITY may exclude CONTRACTOR from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which CITY has paid CONTRACTOR but which are stored elsewhere, and complete the Work as CITY may deem expedient.

D. CITY may not proceed with termination of the Contract if CONTRACTOR within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If CITY proceeds, 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 cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by CITY, such excess will be paid to CONTRACTOR. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, CONTRACTOR shall pay the difference to CITY. Such claims, costs, losses, and damages incurred by CITY will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, CITY shall not be required to obtain the lowest price for the Work performed.

F. Where CONTRACTOR'S services have been so terminated by CITY, the termination will not affect any rights or remedies of CITY against CONTRACTOR then existing or which may thereafter accrue, or any rights or remedies of CITY against CONTRACTOR or any surety under any payment bond or performance bond. Any retention or payment of money due CONTRACTOR by CITY will not release CONTRACTOR from liability.

G. If and to the extent that CONTRACTOR has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions in this section.

4. *Termination by the CITY for Convenience*

A. Upon 7 days' written notice to CONTRACTOR and Engineer, CITY may, without cause and without prejudice to any other right or remedy of CITY, terminate the Contract.

B. In the event of termination for convenience by CITY, CONTRACTOR shall be paid for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination and Termination Expenses. Termination Expenses are those reasonable expenses directly attributable to termination (such as demobilization costs). CONTRACTOR is not entitled to direct, indirect, or consequential damages, or other damages for loss from and including, but not limited to economic loss, loss of anticipated profits, idle equipment expenses, interest or carrying costs, overhead expenses, loss of efficiency, or loss of productivity.

ARTICLE 11 - EXECUTION OF THE PROJECT

1. Obligations of Engineer

A. *Engineer as CITY's Representative*

1) Engineer will provide project management services and may serve as CITY's representative during any Work, and until final payment is certified. Engineer will consult with and advise CITY. Engineer will have the authority to act on behalf of CITY only to the extent as provided in the Contract documents.

2) Engineer specifically assumes no duty or responsibility which may be construed as being for the benefit of and thereby enforceable by other parties providing labor, materials or services in connection with the Work such as, though not limited to, CONTRACTOR, Subcontractor, Sub-subcontractors, their agents, employees, or any of their bonding companies, it being understood that Engineer's obligations are to CITY, and in performing such obligations Engineer may consequently alter the burdens and expense of such other parties. CONTRACTOR is not entitled to additional costs associated with Engineer's performance of his/her duties unless otherwise provide in the Contract. CITY and CONTRACTOR must communicate through Engineer when applicable, and communications by and with Engineer and Engineer's consultants must be through Engineer. Communications by and with Subcontractors and Suppliers must be through CONTRACTOR. Communication by and with other contractors working on the site which are not parties to this Contract must be through CITY.

B. *Monitoring Progress, Quality and Compliance with Contract Requirements*

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

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

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

C. *Review and Approval of CONTRACTOR's Submittals*

1) Engineer may review and approve CONTRACTOR's Submittals, such as Shop Drawings and product Samples, for the limited purpose of checking for compliance with the Contract Documents.

Engineer's review does not relieve CONTRACTOR of his obligations under the Contract to comply with the plans and specifications.

2) Engineer's approval of a submittal which contains a deviation which has not been specifically called to Engineer's attention excludes approval of that deviation and will not serve as a waiver of the rights of Engineer or CITY unless Engineer makes specific written acceptance of said deviation on Engineer's letterhead or CITY makes specific written acceptance of said deviation on CITY's letterhead. Engineer has the authority to reject work.

D. *Interpret Plans*

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

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

3) Engineer may, as Engineer deems desirable, issue additional drawings or information indicating in greater detail the construction or design of the various parts of the Work; such drawings or information may be affected by field order or other notice to CONTRACTOR, and provided such drawings or information may be affected by field order or other notice to CONTRACTOR, and provided such drawings or information are reasonable consistent with the previously existing Contract Documents, the Work will be executed in accordance with such additional drawings or information without additional cost or extension of the Contract Time. If CONTRACTOR claims additional cost or time on account of such additional drawings or information, CONTRACTOR must give the notice provided in Article 15.

E. *Approving Non-Substantial Deviations*: Engineer will have the authority to order minor changes in the Work not involving adjustments of Contract Amount or Contract Time, and which is not inconsistent with the intent of the Contract Documents. Such changes must be implemented by issuing a Construction Change Directive that will be immediately binding on CONTRACTOR upon receipt.

F. *Certifying Applications for Payment*: Based on Engineer's observations and evaluations of CONTRACTOR's Applications for Payment, Engineer may review amounts due CONTRACTOR and will, upon approval by CITY, issue Certificates for Payments.

G. *Preparing Change Orders*: Engineer may prepare Change Orders for approval by CITY.

H. *Substantial Completion and Acceptance Reviews*: Engineer may conduct inspections as necessary, and if CITY and Engineer find Work substantially complete, establish the date or dates of Substantial Completion and the date of Final Completion. Engineer will receive and forward to CITY for CITY's review, project records, written documents required by the Contract and assembled by CONTRACTOR. Engineer will issue a Final Certificate for Payment upon compliance with requirements of the Contract Documents and acceptance by CITY.

2. Obligations of CITY

A. *Project Manager*: CITY will designate a Project Manager for each Work Order, through which CITY will communicate with Engineer and CONTRACTOR.

B. Information Provided by CITY

1) CITY shall furnish surveys describing physical characteristics of the site, and utility locations, except those utilities that are not owned by CITY.

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

3) CITY will furnish CONTRACTOR, free of charge, a maximum of ten sets of Construction Documents.

C. *Permits*: Unless otherwise provided in a Work Order, CONTRACTOR shall secure and pay for any and all Permits necessary to construct the facilities described by the Contract Documents. CITY may waive any and all charges for permits required by CITY but still requires the full approval of all required permits, regardless of the applicable regulatory permitting entities.

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

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

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

G. *Approving Substantial Deviations*: CITY's written approval is required for all changes in the Work involving:

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

A Change Order signed by CONTRACTOR, Engineer, and CITY will effect such changes.

H. *Replacement of Engineer*: CITY may at its discretion appoint an engineer to replace Engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

I. *Limitations on CITY's Responsibilities*: CITY will not supervise, direct, or have control or authority over, nor be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of

construction; or the safety precautions and programs incident thereto; or for any failure of CONTRACTOR to comply with laws and regulations applicable to the performance of the Work. CITY will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

3. Obligations of CONTRACTOR

A. *Superintendent*: CONTRACTOR shall employ a competent Superintendent or necessary staff who will be the primary point of contact for any Work Order. The Superintendent, or designee, shall represent CONTRACTOR, and communications given to the Superintendent, or designee, will be as binding as if given to CONTRACTOR.

B. *Review of Contract Documents*

1) CONTRACTOR shall carefully review each Work Order and any other information provided by CITY, and will at once report to CITY or Engineer any errors, omissions, or inconsistencies discovered.

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

C. *Review of Field conditions*: CONTRACTOR shall take field measurements and verify field conditions and carefully compare such with the Contract Documents before commencing the Work. Errors, omissions, or inconsistencies discovered must be reported to Engineer at once.

D. *Supervision and Construction Procedures*

1) CONTRACTOR shall perform the Work in accordance with the particular Work Order and Submittals approved by Engineer.

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

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

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

E. *Inspection of Work*: CONTRACTOR is responsible for inspection of portions of the Work already performed under a given Work Order to determine if such portions are in proper condition to receive subsequent Work.

F. *Labor and Materials*

1) CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Work Order. CONTRACTOR shall at all times maintain good discipline and order at the Project Site.

2) Except as otherwise required for the safety or protection of persons or the Work or property at the Project Site or sites adjacent to the Project Site, and except as otherwise stated in the Contract Documents, all Work at the Project Site must be performed during regular working hours, Monday through Friday. CONTRACTOR will not perform Work on a Saturday or Sunday, or any legal holiday. CONTRACTOR may perform Work outside regular working hours or on Saturdays, Sundays or legal holidays only with CITY's written consent.

   (a) Regular working hours will be 7:00 AM to 6:00 PM.

   (b) CITY's legal holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, and Christmas Day.

3) CITY will compensate CONTRACTOR for overtime pay at one-and-a-half (1.5) times the current rate for contracted services as a result of the performance of work on Saturday, Sunday, or any legal holiday; or as overtime on any regular work day outside of regular hours. CITY has indicated that regular working hours are between 7 a.m. and 6 p.m. Any work performed outside regular work hours must be approved by the CITY prior to any such work being performed; failure to adhere to this will result in compensation at the regular rate for such work. However, the regular working hours window does not obligate CONTRACTOR to compel any employee or subcontractor to perform work for more than eight (8) hours within this window. All work performed during regular hours will be billed and compensated at the regular rate, regardless of how many total hours worked on a given day.

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

5) All materials and equipment incorporated into the Work must be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications must expressly run to the benefit of CITY. If required by CITY or Engineer, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. The use of asbestos or asbestos-based fiber materials is prohibited in this Project.

6) All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

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

G. *Warranty*

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

2) CONTRACTOR shall obtain the following guarantee/warranty from the manufacturer of all major pieces of equipment furnished and installed on any project. Such guarantee/warranty must be for the benefit of CITY and be furnished in writing by the manufacturer. CONTRACTOR's and manufacturer's obligations under this provision are in addition to other express or implied warranties under the Contract Documents and under the law and in no way diminish any other right that CITY may have against CONTRACTOR or manufacturer for faulty material, equipment, or work. The warranty period will not be interpreted as a limitation on the time in which CITY can enforce such other duties, obligations, rights, or remedies.

3) The manufacturer warrants and guarantees for a period of one year from the date of Final Completion, or such longer period that may be specified in the Contract Documents, that all materials and equipment furnished and installed will be free from flaws, defects in material and workmanship and shall be in conformance with the Contract Documents.

H. *Indemnification, Insurance and Bonds*: CONTRACTOR is responsible for providing CITY with Indemnification, Insurance, and Bonds as required under Article 16 of this Contract.

I. *Construction Schedule*: Prior to issuance of a Notice to Proceed and as part of their replay to a scope of work/quote request, CONTRACTOR shall prepare and submit to CITY or Engineer a Construction Schedule for the Work. The approved Construction Schedule will be governed by the particular Work Order issued. The Construction Schedule must document major construction activities and tasks, identifying the estimated beginning and ending dates for each identifiable component of the Work. The Construction Schedule must also identify time critical activities or events that could most greatly affect the Construction Schedule. The Construction Schedule will be prepared in sufficient detail as may be acceptable to Engineer. The Construction Schedule will be revised at appropriate intervals as required by conditions of the Work.

J. *Project Records*

1) CONTRACTOR shall maintain the following project records in a safe place at the project site:

- Construction Schedule;
- Plans and Drawings;
- Specifications;

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

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

3) Records must be available to the Engineer and CITY and, with the exception of the Superintendent's Log, must be delivered to the Engineer for submittal to CITY upon completion of a Work Order.

4) Additionally, the Superintendent's Log may also be delivered to the Engineer for submittal to the CITY upon completion of the Work. Additionally, the Superintendent's Log must at a minimum document the dates and times of critical inspections; instructions received from the Engineer; and weather conditions including dates, times and amount of rainfall received.

5) Upon completion of a Work Order, CONTRACTOR must deliver these record documents to Engineer.

K. *Approval of Shop Drawings and Other Submittals*

1) CONTRACTOR shall review, approve and submit to Engineer, Shop Drawings, Product Data, Samples, and other Submittals required by the Contract Documents for approval by Engineer prior to their implementation. CONTRACTOR may not perform any portion of the Work requiring submittal and review of these or similar data until approved by Engineer. Such Work must be accomplished in accordance with approved Submittals.

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

3) By submitting the materials described above to Engineer for approval, CONTRACTOR represents that he has determined and verified:

- All field measurements;

- Field construction criteria related to the Submittals and has checked and verified their compliance with requirements of the Contract Document;
- Suitability of all materials and equipment;
- All information relative to CONTRACTOR's responsibility for means, methods, techniques, sequences, and procedures of construction and safety precautions; and
- CONTRACTOR will not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or other Submittals. CONTRACTOR will not be relieved of responsibility for deviations from the requirements of the Contract Documents unless the Engineer makes specific written acceptance of said deviations on the Engineer's letterhead.

4) If CONTRACTOR requests a change of a previously approved submittal item, CONTRACTOR will be responsible for Engineer's charges to CITY for its review time, and CITY may impose a set-off against payments due to CONTRACTOR to secure reimbursement for such charges, unless the need for such change is beyond the control of CONTRACTOR.

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

M. Limitation on Use of Project Site and Other Areas

1) CONTRACTOR shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Project Site, adjacent areas that CONTRACTOR has arranged to use through construction easements or otherwise, and other adjacent areas permitted by laws and regulations, and will not unreasonably encumber the Project Site and such other adjacent areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for (a) damage to the Project Site; (b) damage to any such other adjacent areas used for CONTRACTOR's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of CONTRACTOR or those for which CONTRACTOR is responsible.

2) If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of CONTRACTOR or those for which CONTRACTOR is responsible, CONTRACTOR shall (a) take immediate corrective or remedial action, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by laws and regulations, indemnify and hold harmless CITY and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all

fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such CITY or occupant against CITY, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, CONTRACTOR's performance of the Work, or because of other actions or conduct of CONTRACTOR or those for which CONTRACTOR is responsible.

N. *Cleanup of Project Site*: CONTRACTOR shall keep the premises and surrounding area reasonably free or rubbish, waste materials, or debris caused by operations of the Contract. At completion of the Work, CONTRACTOR shall remove from and about the Project Site, waste materials, rubbish, tools, construction equipment, machinery, and surplus materials to CITY's satisfaction. Should CONTRACTOR fail to clean up as provided in the Contract Documents, CITY may do so and the cost charged to CONTRACTOR though a deductive Change Order or Construction Change Directive.

O. *Observations and Inspections*

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

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

3) If a portion of the Work has been covered for which CITY or Engineer has not specifically requested prior to observation, Engineer may request to see such Work and CONTRACTOR shall uncover it. If such Work has been completed in accordance with the Contract Documents, the cost for uncovering and replacement will be borne by CITY and implemented through a Change Order recommended by Engineer and approved by CITY. If such Work was inspected and found not to be in conformance with the Contract Documents, CONTRACTOR shall pay the cost of uncovering and replacement without a change in Contract Time.

P. Correcting Rejected Work

1) CONTRACTOR shall promptly correct Work rejected by Engineer for failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. CONTRACTOR shall bear the costs of correcting such Work, including costs for additional testing and inspections, compensation for any additional design or necessary administrative costs, fines levied against CITY by governmental authorities because the Work is defective, and the costs of repair or replacement of Work of others resulting from defective Work. Prior to final payment, if CITY and CONTRACTOR are unable to agree as to the measure of such claims, costs, losses and damages resulting from defective Work, then CITY may impose a reasonable set-off against payments due under Article 9.

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

3) If CONTRACTOR fails to correct nonconforming Work, within a reasonable time, CITY may complete the work in accordance with the provisions in Article 10(B)(5) of this Contract.

4) In exercising the rights and remedies under this paragraph, CITY shall proceed expeditiously. In connection with such corrective or remedial action, CITY may exclude CONTRACTOR from all or part of the Project Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, and incorporate in the Work all materials and equipment stored at the Project Site or for which CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow CITY, CITY's representatives, agents and employees, CITY's other contractors, and Engineer and Engineer's consultants access to the Project Site to enable CITY to exercise the rights and remedies under this paragraph.

5) All claims, costs, losses, and damages incurred or sustained by CITY in exercising the rights and remedies under this paragraph will be charged against CONTRACTOR has set-offs against payments due under Article 9. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

6) CONTRACTOR will not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by CITY of Authority's rights and remedies under this paragraph.

Q. *Acceptance of Non-Conforming Work*: CITY may at its option accept Work that is not in accordance with the requirements of the Contract Documents instead of requiring its removal and correction. In such cases the Work Order amount will be reduced as appropriate and equitable. If the parties are unable to agree as to the decrease in Contract Amount, reflecting the diminished value of Work accepted, then CITY may impose a reasonable set-off against payments due under Article 9. Such adjustment will be effected whether or not final payment has been made. If acceptance of defective Work occurs after Final Payment, CONTRACTOR shall pay an appropriate amount to CITY.

R. *Tests & Inspections*

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

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

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

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

5) Certificates of testing, inspection or approval must be secured by CONTRACTOR and promptly delivered to the Engineer.

S. *Equal Opportunity Employer*: CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

T. Taxes

1) CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the place of the Project which are applicable during the performance of the Work.

2) CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of CITY or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed by CITY in the Contract Documents.

3) To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless CITY and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. This obligation will survive acceptance of the Work under this Contract and termination of the Contract.

U. Laws and Regulations

1) CONTRACTOR shall give all notices required by and will comply with all laws and regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable laws and regulations, neither CITY nor Engineer shall be responsible for monitoring CONTRACTOR's compliance with any laws or regulations. CONTRACTOR agrees to comply with all applicable Federal, State, and local laws, regulations, and ordinances, including, but not limited to, the following:

- Title VI of the 1964 Civil Rights Act.
- Title VII of the 1964 Civil Rights Act, as amended by the Equal Employment Opportunity that prohibits discrimination in employment.
- Age Discrimination Act of 1973.
- Contract Work Hours and Safety Standards Act.
- Section 504 of the Rehabilitation Act prohibiting discrimination in the employment of the handicapped.
- Fair Labor Standards Act.
- Chapter 112, Florida Statutes, prohibiting conflicts of interest in the procurement of contracts with a governmental agency.
- Chapter 119, the Public Records Act.
- Trench Excavation System & Shoring standards adopted by the Department of Labor and Employment Security and related trenching regulations.
- Construction Work Hours and Safety Act (Construction Safety Act).
- Verification of Employment Status (E-Verify), State of Florida Executive Order 11-116
- Scrutinized Businesses, Chapter 287 Sections 133, 134, & 135 of Florida Statutes

2) 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 Contract or are adopted at any time following the execution of his Contract.

3) If CONTRACTOR performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, CONTRACTOR will bear all resulting costs and losses, and will indemnify and hold harmless CITY and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action.

V. *Applicable Licensing*: CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

W. *Safety of Employees and Property*

1) CONTRACTOR is solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:
   - Employees on the Project Site and other persons who may be affected thereby;
   - The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of CONTRACTOR or CONTRACTOR's Subcontractors or sub-Subcontractors; and
   - Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2) CONTRACTOR will not load or permit any part of the construction or Project Site to be loaded so as to endanger its safety. CONTRACTOR shall comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. CONTRACTOR shall notify CITY, owners of adjacent property, utilities, other contractors performing work at or adjacent to the Project Site, when the prosecution of work may affect them, and will cooperate with them in the protection, removal, relocation, and replacement of their property or Work in progress.
3) When use or storage of explosives or equipment or unusual methods is necessary for execution of the Work, CONTRACTOR shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. CONTRACTOR is responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Project Site in accordance with laws or regulations.
4) CONTRACTOR shall promptly remedy the damage and loss (other than damage or loss insured under requirements of the Contract Documents) to property referred in this Section caused in whole or in part by CONTRACTOR, Subcontractor, Sub-Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable and for which CONTRACTOR is responsible, except damage or loss attributable to acts or omissions of CITY or Engineer or anyone directly or indirectly employed by any of them, or by anyone for whose acts wither of them may be liable and not attributable to the fault or negligence of CONTRACTOR.
5) CONTRACTOR shall designate a qualified and experienced safety representative who is a responsible member of CONTRACTOR's organization at the Project Site whose duties and responsibilities will be the prevention of accidents and the maintaining and supervising of safety precautions and programs. This person will be CONTRACTOR's Superintendent unless otherwise designated by CONTRACTOR in writing to CITY and Engineer.
6) CONTRACTOR's duties and responsibilities for safety and protection will continue until such time as all the Work is completed and Engineer has issued a notice to CITY and CONTRACTOR in

accordance with Article 9(4) that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

7) CONTRACTOR's duties and responsibilities for safety and protection shall resume whenever CONTRACTOR or any Subcontractor or Supplier returns to the Project Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

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

ARTICLE 12 - SUBCONTRACTORS/SUPPLIERS

1. *Reporting of Proposed Subcontractors*: As part of CONTRACTOR's response to a quote request from CITY for a particular project, or as otherwise provided in the Contract Documents, CONTRACTOR will furnish in writing the names of persons or entities, including Subcontractors, material suppliers, equipment, Suppliers, and fabricators proposed for principal portions of the Work. CITY or Engineer—in consultation with CITY—will promptly inform CONTRACTOR in writing whether or not there are reasonable objections to any of the proposed persons or entities unto which CONTRACTOR proposes utilize. Reasonable objections include a Subcontractor or Supplier who is not licensed, qualified or certified as required by State Law.

   A. No acceptance by CITY of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, will constitute a waiver of the right of CITY to the completion of the Work in accordance with the Contract Documents.

   B. CONTRACTOR is fully responsible to CITY and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions.

   C. CONTRACTOR is solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

   D. CONTRACTOR shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or CITY, except through CONTRACTOR or in case of an emergency, or as otherwise expressly allowed herein.

   E. CITY may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to CONTRACTOR on account of Work performed for CONTRACTOR by the particular Subcontractor or Supplier.

   F. Nothing in the Contract Documents:

      1) will create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between CITY or Engineer and any such Subcontractor, Supplier, or other individual or entity; or

2) will create any obligation on the part of CITY or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by laws and regulations.

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

3. *Removal of Subcontractors*: CONTRACTOR may change a Subcontractor, person, or entity previously selected unless CITY makes reasonable objection to such change. Such requests must be approved by CITY prior to any work being performed by any new entity.

4. *Subcontractors Bound by Contract Documents*:

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

   B. Each subcontract must preserve and protect the right of CITY under the Contract Documents with respect to the Work to be performed by the Subcontractor so the subcontracting will not prejudice such rights and will allow the Subcontractor, to the extent provided in the Contract Documents, the benefit of all rights, remedies and redress against CONTRACTOR that CONTRACTOR has against CITY.

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

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

      - Assignment is effective only after termination of the Contract by CITY for cause pursuant to Article 10(3) of this Contract.
      - Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

4. *Subcontractor Payment*:

   A. Unless otherwise provided by law, within 10 days after CONTRACTOR's receipt of payment, CONTRACTOR will remit payment due to the Subcontractor for labor, services, and material furnished.

B. If Subcontractor receives payment from CONTRACTOR for labor, service, or material furnished by Subcontractors and Suppliers hired by the Subcontractor, Subcontractor shall remit payment due to those subcontractors and Suppliers within 7 days of subcontractor's receipt of payment.

ARTICLE 13 - CONSTRUCTION BY CITY OR SEPARATE CONTRACTORS

1. *CITY's Right to Perform Construction*: CITY reserves the right to perform construction or operations related to any project outside the scope of this Contract with CITY's own forces and to award separate Contracts in connection with other portions of the Project not covered under the scope of this Contract.
2. *CITY to Provide Coordination*: CITY shall provide for coordination of activities of the CITY's own forces and for the other contractors under a separate agreement to provide construction services on the Project Site. If part of CONTRACTOR's Work depends upon prior Work performed by CITY or other separate contractors, CONTRACTOR shall, prior to proceeding with that portion of the Work, promptly report to Engineer apparent discrepancies or defects in other such construction that would render it unsuitable for the proper execution and results of CONTRACTOR's Work. Failure of CONTRACTOR to so report will constitute an acknowledgment that CITY's previously completed construction is fit and proper to receive CONTRACTOR's Work.

ARTICLE 14 - AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

1. *Contract Held Valid*: Changes in the Work may be accomplished after execution of the Contract without invalidating the Contract where they are documented by a Construction Change Directive executed in accordance with this Contract.
2. *Construction Change Directive*: A Construction Change Directive prepared and signed by Engineer will direct all changes in the Work. A Construction Change Directive signed by CONTRACTOR indicates agreement of CONTRACTOR with the actions specified in the Directive, including the inclusion or absence of an adjustment in Contract Amount or Contract Time or the method for determining them. Construction Change Directives will be issued using AIA Form G714.
3. *Construction Change Order*: In addition to a Construction Change Directive, a Construction Change Order will be required wherever the issuance of a Construction Change Directive would involve a change in:
   - Work Order Amount;
   - Work Order Time; or
   - The intent of the Contract Documents or Work Order.

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

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

4. *Changes in Contract Amount*: Only a Construction Change Order will grant changes in Contract Amount. Claims for disputes concerning the Contract Amount will be determined in accordance with Article 15 of this Contract.

5. *Cost of Work*

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

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

   CONTRACTOR shall require all Subcontractors and Suppliers to comply with all requirements of, and provide itemizations of all claims in accordance with, this Article.

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

   B. The term "Cost of Work" or "Direct Cost" will not include any of the following:

   - Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership or sole proprietorships), general managers, engineers, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR whether at the Project Site or in its principal or branch office for general administration of the Change Order Work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by CONTRACTOR's allowance for overhead and profit.
   - Extraordinary fringe benefits not specifically identified, above.

- Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the job site.
- Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital used for the Change Order Work and charges against CONTRACTOR for delinquent payments.
- Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including, but not limited to, the correction for defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included above in Subsection A.

6. *Changes in Contract Time*: Only construction Change Order will grant changes in Contract Time. Claims for disputes concerning Contract Time will be determined in accordance with Article 15 of this Contract.

7. *Changes in Contract Time Due to Weather Conditions*: CONTRACTOR shall consider climatic conditions in preparing the Construction Schedule and must anticipate periods where work may not be practical due to adverse weather conditions.

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

8. *CONTRACTOR's Obligation to Comply with Construction Change Directives*: Upon receipt of a Construction Change Directive, CONTRACTOR shall promptly proceed with the change in the Work. CONTRACTOR shall promptly comply with the Construction Change Directive whether or not a Change Order has been executed.

9. *Effective Date of Change Orders*: Change Orders will become effective immediately upon execution by CONTRACTOR, Engineer, and CITY.

10. *Notification to Surety*: If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Amount or Contract Times), the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 15 - CLAIMS AND DISPUTES

1. *Claims Process*: The following disputes between CITY and CONTRACTOR are subject to the Claims process set forth in this article:

   - Appeals by CITY or CONTRACTOR of Engineer's decisions regarding Change Proposals;

- CITY demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
- Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
- Any dispute arising after Engineer has issued a written recommendation of final payment.

2. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by CONTRACTOR seeking an increase in the Contract Times or Contract Price, CONTRACTOR shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of CONTRACTOR'S knowledge and belief the amount of time or money requested accurately reflects the full amount to which CONTRACTOR is entitled.
3. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
4. *Mediation*
   A. At any time after initiation of a Claim, CITY and CONTRACTOR may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
   B. If CITY and CONTRACTOR agree to mediation, then after 60 days from such agreement, either CITY or CONTRACTOR may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
   C. CITY and CONTRACTOR shall each pay one-half of the mediator's fees and costs.
5. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party requests a final resolution of disputes.
6. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either CITY or CONTRACTOR may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party requests a final resolution of disputes.

7. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 16 - INDEMNIFICATION, INSURANCE AND BONDS

1. Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of CONTRACTOR under the Contract or otherwise, CONTRACTOR shall indemnify and hold harmless CITY and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against CITY or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation hereunder will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

2. *Waiver of Subrogation*

Insurance Policies, other than Professional Liability, shall include waivers of subrogation in favor of the City.

3. *CONTRACTOR's Insurance*

Prior to the commencement of Work governed by this Contract, the CONTRACTOR shall obtain, at his/her own expense, insurance as specified below, which are made part of this Contract. CONTRACTOR shall ensure that the insurance obtained will extend protection to all Subcontractors engaged by CONTRACTOR. As an alternative, CONTRACTOR may require all Subcontractors to obtain insurance consistent with the below requirements. This insurance must name CITY as an additional insured, except for with respect to Worker's Compensation Coverage.

CONTRACTOR will not be permitted to commence work governed by this Contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to CITY as specified below. Delays in the commencement of work, resulting from the failure of CONTRACTOR to provide satisfactory evidence of the required insurance, will not extend deadlines specified in this Contract and any penalties and failure to perform assessments will be imposed as if the Work commenced on the specified date and time, except for CONTRACTOR's failure to provide satisfactory evidence.

All insurance required by this Contract must be obtained by an insurance company or companies that are duly licensed and/or authorized to do business in the State of Florida. Insurers must have at least a Policy Holders Rating of A-, and Financial Rating of at least IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the CITY in writing.

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

CONTRACTOR shall name "City of Treasure Island" as a certificate holder and/or as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide CITY with proof of same.

4. *Loss Deductible*

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

5. *Subcontractor's Insurance*

CONTRACTOR shall ensure that any Subcontractor(s), hired to perform any of the Work, maintain the same Insurance requirements set forth herein. In addition, CONTRACTOR shall maintain proof of same on file and made readily available upon request by CITY.

6. *Certificate of Insurance*

CONTRACTOR agrees to promptly provide CITY with proof of insurance coverage as follows:

- The name of the insured CONTRACTOR, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to CITY and a copy to Engineer at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- Certification of Insurance must be in the form as approved by CITY and such Certificate must clearly state all the coverage's required in this Article:
- If requested by CITY, CONTRACTOR shall promptly furnish complete certified copies of his and his Subcontractor's insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by CONTRACTOR or by any of its representatives that indicate less coverage than required by the

Contract Documents does not constitute a waiver of CONTRACTOR's obligations to fulfill the requirements of this Article.

CITY, at its sole discretion, has the right to request certified copies of any and all insurance policies required by this Contract and CONTRACTOR agrees to promptly produce such requested documents.

7. *Worker's Compensation Insurance*

CONTRACTOR shall take out and maintain, during the life of this Contract, Workers' Compensation and Employer's Liability Insurance for all his employees connected with the Work of this Project, and in case any Work is sublet, CONTRACTOR shall require the Subcontractor similarly to provide Workers' compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. Such insurance must comply with the Florida Workers' compensation Law. In case any class of contract at the Project Site is not protected under the Workers' Compensation Statute, CONTRACTOR shall provide adequate insurance, satisfactory to CITY for the protection of employees not otherwise protected. The limits must be statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

8. *Liability Insurance*

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

Commercial General Liability:

- Minimum Coverage is $1,000,000 including a separate project aggregate limit of $5,000,000 for the Contract.
- Coverage must include premises, operations, products, completed operations, independent CONTRACTORs, contractual liability covering this Contract, contracts and leases, broad form property damage coverage's, personal injury and bodily injury.
- CONTRACTOR is required to continue to purchase products and completed operations coverage for Work performed under this Contract for minimum of three (3) years following Substantial Completion.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it will not be more restrictive than the underlying insurance policy coverage's.

Commercial Automobile Liability:

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

9. *Performance, Payment, and Other Bonds*

For any Work Order greater than $100,000, CONTRACTOR shall furnish a performance bond and a payment bond, each in an amount at least equal to the Work Order amount, as security for the faithful performance and payment of all of CONTRACTOR's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in the Contract, whichever is later, except as provided otherwise by laws or regulations, the Supplementary Conditions, or other specific provisions of the Contract. CONTRACTOR must also furnish such other bonds as are required in this Contract.

All bonds must be in the form prescribed by the Contract except as provided otherwise by laws or regulations, and will be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

CONTRACTOR shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

If the surety on a bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then CONTRACTOR shall promptly notify CITY and Engineer and must, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

If CONTRACTOR has failed to obtain a required bond, CITY may exclude CONTRACTOR from the Project Site and exercise CITY's termination rights under Article 9.

Upon request, CITY shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

ARTICLE 17 - MISCELLANEOUS PROVISIONS

1. *Interest on Judgments*: In the event of any disputes between the parties to this Contract occurs, including without limitation to their assignee and or assigns arising out of or relating in any way to this Contract which results in litigation and a subsequent adjustment award or decree against either party, it is agreed that an entitlement post judgment interests to either party and/or their attorneys shall be fixed by the proper Court at a rate of 5% per annum, simple interest. Under no circumstances will either party be entitled to pre-judgment interest. The parties expressly acknowledge and to the extent allowed by law, hereby opt out of any provision of Federal or State Statutes not in agreement with this.
2. *Assignment of Contract*: Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may

become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the CITY may assign this Contract to the State of Florida for any political subdivision, municipality, special district, or authority thereof without CONTRACTOR's consent and without recourse.

3. *Successors and Assigns*

   A. CITY and CONTRACTOR each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

   B. This Contract is solely for the benefit of the parties and no right or privilege or cause of action shall by reason hereof accrue upon to, or for the benefit of any third party. Nothing in this Contract is intended or will be construed to confer upon or give any person, corporation, partnership, trust, private entity, or agency any right, remedy, or claim under or by reason of this Contract or any provisions or conditions of this Contract.

4. Severability

   A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

   B. Neither the validity of this Contract nor the validity of any portion of it may be challenged by any party to this Contract, and each party waives any right to initiate such challenge. Furthermore, if this Contract or any portion is challenged by a third party in a judicial, administrative, or appellate proceeding (each party covenanting with the other party not to initiate, encourage, foster, promote, cooperate with or acquiesce to such challenge), the parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decisions invalidating this Contract or portion thereof.

5. Contractor's Certifications

   A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

      1) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

      2) "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

B. CONTRACTOR shall pay promptly and before final payment, any claims or liens incurred in and about this work, and to execute a Contractor's affidavit for final payment.

6. *Notices*

A. All notices required or made pursuant to this Agreement shall be made in writing and sent electronically to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered, sent by certified mail, return receipt requested addressed to the following:

If to CITY:
City of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33706
Attn: City Manager
With required copy to:
Anthony Sabatini, City Attorney
Sabatini Law Firm, P.A.
1601 E. 1st Ave.
Mount Dora, FL 32757

If to CONTRACTOR:
Advanced Roofing, Inc.
4909 W. Knollwood St.
Tampa, FL 33634

7. *Limitation of Liability*

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

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

8. Other Provisions

A. E-verify - CONTRACTOR shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Contract. CONTRACTOR shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Contractor. Contractor may not enter into a contract with a subcontractor to perform work under this Contract unless and until the subcontractor registers with and uses the E-Verify system. If CONTRACTOR enters into a contract with a subcontractor to perform work under this Contract, CONTRACTOR must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR must maintain copies of all such affidavits for the duration of this Contract. CITY may terminate this Contract 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 Contract 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 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 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 CITY as a result of the termination of the Contract.

B. CITY and CONTRACTOR agree that this Contract shall be governed by applicable Florida Law. Venue for any legal action in connection with this Contract shall be in the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County. In any claim dispute procedure or litigation arising from this Contract, each party shall be solely responsible for paying its attorney's fees and costs.

C. Each party to this Contract has had the benefit of representation by counsel and equal input into drafting this Contract such that no provision of this Contract shall be strictly construed against one party as the draft of the Contract.

D. The headings and captions of articles, sections and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

E. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by CONTRACTOR on behalf of CITY, CONTRACTOR shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by CITY to perform the work contemplated by this Contract; (b) upon request from CITY's custodian of public records, provide 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 CITY in accordance with (d) below; and (d) upon completion or termination of this Contract, (i) if CITY, in its sole and absolute discretion, requests that all Public Records in possession of CONTRACTOR be transferred to CITY, CONTRACTOR shall transfer, at no cost, to CITY, all Public Records in possession of CONTRACTOR within thirty (30) days of such request or (ii) if no such request is made by CITY, CONTRACTOR shall keep and maintain the Public Records required by CITY to perform the work contemplated by this Contract. If CONTRACTOR transfers all Public Records to 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 CITY and provide 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 CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology of 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, CITY may terminate this Contract and/or pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which CONTRACTOR is acting on behalf of 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: City Clerk, (727) 547-4575 ext. 229; cityclerk@mytreasureisland.org, and City Hall, 10451 Gulf Blvd., Treasure Island, FL, 33706.

F. This Agreement sets forth the entire agreement between the Parties as to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, bids, and/or understandings. There are no understandings, representations, warranties, or agreements with respect to the subject matter hereof unless set forth explicitly in this Agreement.

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

H. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

I. CITY stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if CITY is the party that has furnished said General Conditions, then CITY has plainly shown all modifications to the standard wording of such published document to CONTRACTOR, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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

As To
CONTRACTOR

Advanced Roofing, Inc.
(name of corporation or business)

BY: President
(title of authorized corporate officer or individual)

WITNESS:

Signature

Maria Golovko
Printed Name

Signature

Robert P. Kornahrens
Printed Name

As To
CITY OF TREASURE ISLAND

ATTEST | City Clerk:

Signature

City Manager:

Signature

CONTRACT AND GENERAL CONDITIONS FOR CONSTRUCTION SERVICES

Solicitation #: 25-017 | SPECIALTY SERVICE CONTRACTOR

This Agreement is made this 18th day of November 2025 by and between the City of Treasure Island, a municipal corporation ("CITY") whose address is 10451 Gulf Boulevard, Treasure Island, FL 33706, and Ballenger Landcare, a corporation authorized to do business in the State of Florida ("CONTRACTOR"), whose FEIN is 93-4894741, who hereby agree as follows:

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ARTICLE 1 - DEFINITIONS

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

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

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

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

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

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

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

CITY - The City of Treasure Island, or the City of Treasure Island's authorized representatives.

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

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

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

Contract/Agreement - The agreement between the CITY and the CONTRACTOR as defined by the Contract Documents. This Contract represents the entire agreement between the parties hereto and supersedes any prior negotiations, representations, agreements, or understandings, either written or oral. The original solicitation documents and the CONTRACTOR's documents submitted in response to the solicitation are hereby incorporated and made part of this agreement.

CONTRACTOR - The person or entity identified in the Contract Documents as being responsible for performing the work under the Contract. This CONTRACT does not create an employee/employer relationship between the parties.

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

Contract Documents - Individual documents which collectively comprise the Contract between the CITY and CONTRACTOR, including 1) The Contract between the CITY and CONTRACTOR, 2) Bid Documents including the invitation to bid, instructions to bidders and CONTRACTOR bid package, 3) Drawings, Specifications, Plans, 4) Addenda issued prior to execution of the Contract, 5) Other documents listed in the Contract, and 6) Modifications

issued after execution of the Contract, including: 1) Written amendments to the Contract signed by both parties, 2) Construction Change Orders, and Construction Change Directives.

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

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

Day - As referenced in this Contract "Day" includes all calendar days including weekends, holidays, and days of inclement weather. The word "Day" means a calendar day of 24 hours measured from midnight to the next midnight.

Defective - The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment.

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

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

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

Furnish, Install, Perform, Provide - The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Project Site (or some other specified location) ready for use or installation and in usable or operable condition. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use. If the Contract Documents establish an obligation of CONTRACTOR with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then CONTRACTOR shall furnish and install said services, materials, or equipment complete and ready for intended use.

Liens - Charges, security interest or encumbrances upon Contract related funds, real property, or personal property.

Lump Sum - The Contractor under the Lump Sum Contract is responsible for completing any given project within the agreed fixed cost set forth in the Work Order.

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

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

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

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

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

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

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

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

Project Site - The physical location identified in a Work Order where work is to be accomplished.

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

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

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

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

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

Submittal - Shop drawings, material data, samples and product data required by the Engineer of Record for approval.

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

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

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

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

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

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

Work Order - An individually negotiated document that is executed by both Parties and which authorizes a Project under the terms and conditions of this agreement.

Unit Price Work - Work to be paid on the bases of unit prices.

ARTICLE 2 - TERM

The term of this agreement will span from the effective date for three (3) years with one (1) two-year (2-year) renewal option—upon successful future negotiations for such renewal rates—unless otherwise specified in this agreement.

ARTICLE 3 - PRELIMINARY MATTERS

1. *Delivery of Documents*: When CONTRACTOR delivers the signed Contract to CITY, CONTRACTOR shall also deliver to CITY such bonds and insurance policies, certificates or other documents as CONTRACTOR may be required to furnish in accordance with the Contract Documents.
2. *Copies of Documents*: CITY will furnish to CONTRACTOR one fully executed counterpart of the Contract in electronic portable document format (PDF).
3. *Commencement of Contract Times; Notice to Proceed*: A Commencement Date will be established by CITY and communicated to CONTRACTOR in a Notice to Proceed (NTP) sent by electronic mail to CONTRACTOR not later than 30 calendar days following execution of the Contract, or receipt of proper permits from regulatory agencies having jurisdiction over the project, whichever is later.
4. *Starting the Project*: CONTRACTOR shall start to perform the work on the date when the Work Order commences to run. No Work may be done at the site prior to such date.
5. *Before Starting Construction*

    A. Preliminary Schedules: In keeping with the intent of this contract, CITY will submit individual scopes of work to approved CONTRACTOR(s) requesting quotes and cost estimates. Within 10 days of receipt of such request from CITY, CONTRACTOR shall submit to Engineer or CITY for timely review:

1) a preliminary Construction Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any milestones specified in the Contract;

2) a preliminary Schedule of Submittals; and

3) a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

4) As provided for in Article 8, the Schedule of Values will be reviewed by the Engineer and approved by CITY, and will be used as the basis for reviewing CONTRACTOR's Applications for Payment. The Schedule of Values will include a cost breakdown indexed per the Sections of the Specifications, which shall clearly set forth labor as distinct from materials and from equipment.

6. Preconstruction Conference

Before any Work at a Project Site is started, a conference attended by CITY, CONTRACTOR, Engineer, and others as appropriate may be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 5, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

At this conference CITY and CONTRACTOR each will designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

7. Finalizing Schedules

Before submission of the first Application for Payment a conference attended by CONTRACTOR, CITY, ENGINEER and others as appropriate may be held to finalize the schedules submitted in accordance with the Contract. Any finalized progress schedule will be acceptable to CITY as providing an orderly progression of the Work to completion within the Work Order, but acceptance will neither impose on CITY responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of values will be acceptable to CITY as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

ARTICLE 4 - CONTRACT DOCUMENTS

1. *Intent of Contract Documents*

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

B. It is the intent of the Contract to create a more streamlined process for the repair and/or maintenance of CITY facilities by utilizing small- to medium-sized Work Orders issued to qualified CONTRACTOR(s). CONTRACTOR is responsible for the construction and coordination of the parts of the Project, and all systems provided shall be completely compatible and fully functional without additional cost to the CITY.

C. Unless otherwise stated in the Contract, if there is a discrepancy between the electronic version of the Contract (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. Each and every provision of law and clause required by law to be inserted in this Contract is deemed to be inserted in this Contract, and will be read and enforced as though they were included in this Contract, and if through mistake or otherwise, any such provision is not included, or if not correctly inserted, then upon the application of either party, the Contract Documents will be physically amended to make such insertion.

2. *Reuse of Documents*

A. Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with CITY will have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of CITY and Engineer and specific written verification or adaptation by Engineer; or have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without CITY's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph will survive final payment, or termination of the Contract. Nothing in this Contract will preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

3. *References and Manuals*

A. Reference in the Contract Documents to standard specification manuals, reference standards, or codes of any technical society, organization, or association, to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

B. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of CITY, CONTRACTOR, or Engineer, or any of their Subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to CITY or Engineer any duty or authority to supervise or

direct the performance of the Work, or any duty to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

ARTICLE 5 - SCOPE OF WORK

CONTRACTOR shall execute the entire Work described in the Procurement and Contract Documents, as directed by any Work Order duly authorized as described herein.

ARTICLE 6 - CONTRACT AMOUNT

CITY will pay CONTRACTOR based on the respective hourly rates and material markups subject to individual Work Orders issued by CITY.

ARTICLE 7 - SUBSTANTIAL COMPLETION DATE AND DELAYS

1. CONTRACTOR shall commence work on the date indicated on the individual approved Work Order, or on another timeline agreed to by both PARTIES. CONTRACTOR shall achieve Substantial and Final Completion of Work as indicated on the individual approved Work Order, subject to authorized adjustments in the Contract Documents.
2. Time limits herein stated in the Contract Documents or Work Orders are of the essence of the Contract. By executing the Contract, CONTRACTOR confirms that they will provide a reasonable period of time to perform the Work before the authorization of any Work Order.
3. CONTRACTOR shall carry on the Work and adhere to the Construction Schedule during all disputes or disagreements with CITY. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as may be permitted herein, or as CITY and CONTRACTOR may otherwise agree to in writing.
4. If CONTRACTOR's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of CITY, CONTRACTOR, and those for which they are responsible, then CONTRACTOR may be entitled to an equitable adjustment in Work Order deadlines. CONTRACTOR's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to CONTRACTOR's ability to complete the Work within the Contract Times. Such an adjustment will be the CONTRACTOR's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include, but are not limited to, the following:
    A. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
    B. Abnormal weather conditions;
    C. Acts or failures to act of utility; and
    D. Acts of war or terrorism.
5. No delay will entitle CONTRACTOR to an increase of the Contract Amount except where CITY or Engineer acted in bad faith to prevent the progress of Work. CONTRACTOR acknowledges that in agreeing to the

Contract Amount, it has assessed the potential impact of the limitations of this section on its ability to recover additional compensation in connection with a Work delay or interference and CONTRACTOR agrees that the limitations will apply, regardless of the accuracy of CONTRACTOR's assessment or actual costs incurred by CONTRACTOR in connection with any such delays or interference.

ARTICLE 8 - LIQUIDATED DAMAGES/SPECIAL DAMAGES

1. *Liquidated Damages*

   A. CONTRACTOR and CITY recognize that time is of the essence and that CITY will suffer direct financial and other losses if the Work is not completed within the Work Order times, plus any extensions thereof allowed in accordance with the contract. The parties also recognize the delays, expense, and difficulties involved improving in a legal or arbitration proceeding, the actual loss suffered by CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as penalty):

   B. Substantial Completion: CONTRACTOR shall pay CITY $300 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified for Substantial Completion, until the Work is substantially complete.

   C. Completion of Remaining Work: After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Work Order times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, CONTRACTOR shall pay CITY $500 for each day that expires after such time until the Work is completed and ready for final payment.

   D. CITY may deduct liquidated damages as described in this section from any unpaid amounts due to CONTRACTOR under this Contract.

   E. Any liquidated damages not deducted or set-off from any unpaid amounts due to CONTRACTOR shall be payable to CITY, at the demand of CITY, together with interest from the date of the demand at the maximum allowed interest rate.

2. *Special Damages*

   A. In addition to the amount provided for liquidated damages, CONTRACTOR shall reimburse CITY: (1) for any fines or penalties imposed on CITY as a direct result of the CONTRACTOR's failure to attain Substantial Completion, and (2) for the actual costs reasonably incurred by CITY for engineering, construction observation, inspection, and administrative services needed after the time for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

   B. After CONTRACTOR achieves Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work, CONTRACTOR shall reimburse CITY for the actual costs reasonably incurred by CITY for engineering, construction observation, inspection, and administrative services needed after the time specified for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 9 - PAYMENTS

1. *Progress Payments*

   A. The Schedule of Values will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to CITY or Engineer. Any progress payments for Unit Price Work will be based on the number of units completed.

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

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

   D. Provided an Application for Payment is received by CITY or Engineer not later than the 15th day of the month, CITY shall make payment to CONTRACTOR not later than the last day of the month. If a valid Application for Payment is received by CITY or Engineer after the Application date fixed above, payment will be made 30 days after the Engineer received the Application for Payment.

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

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

      - Take that portion of the Contract Amount properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Amount allocated to that portion of the Work in the Schedule of Values.
      - Subtract the aggregate of previous payments made by the CITY.

   G. The progress payment will be further modified under the following circumstances:

      - Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to 90% of the Contract Amount less such amounts as the Engineer and CITY determined for incomplete Work and unsettled claims.

   H. Please note that some portion of the Contract Amount may be paid from the proceeds of a grant, loan, or revenue bonds (hereinafter “funding”) obtained by the CITY for this Work and the funding documents may impose certain conditions, limitations, procedures, and restrictions. CONTRACTOR shall coordinate with CITY and Engineer in order to comply with the conditions, limitations, procedures, and restrictions that related to the delivery of materials, the Work, applications for payment, and other matters concerning the administration of the Contract.

2. *Final Inspection and Payment*

   A. *Final Inspection*: Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete and if so required, Engineer will promptly make a final inspection with CITY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals

that the Work, or agreed portion thereof, is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

B. *Final Payment*: Final payment, comprising the entire unpaid balance of the Contract Amount, will be made by CITY to CONTRACTOR when the Contract has been fully performed and accepted by CITY. Furthermore, payment will be made within 30 days of CITY receiving a final Certificate of Payment from Engineer. CONTRACTOR's acceptance of final payment from CITY will constitute a full waiver and release by CONTRACTOR of all claims against CITY arising out of or related to the Project.

3. *CONTRACTOR Applications for Payment*

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

B. Applications for Payment shall not include:

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

C. The Application for Payment will also be accompanied by a bill of sale, invoice or other documentation warranting CITY has received the materials and equipment free and clear of all Liens (in the form of a waiver and release as contemplated in Chapter 713 of the Florida Statutes), and evidence that the materials and equipment are covered by appropriate property insurance, warehouse bond, or other arrangements to protect CITY's interest therein, all of which must be satisfactory to CITY.

D. CONTRACTOR shall furnish evidence that payment received on the basis of materials and equipment not incorporated and suitably stored on Project Site has in fact been paid to the respective supplier(s) in the form of a waiver and release as contemplated by Chapter 713 of the Florida Statutes within 30 days of payment by the CITY. Failure to provide such evidence of payment may result in the withdrawal of previous approval(s) and removal of the cost of related materials and equipment from the next submitted Application for Payment.

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

5. *Criteria for Withholding a Certificate for Payment*: Engineer or CITY may withhold a Certificate for Payment in whole or in part if in CITY's opinion, CONTRACTOR representations to CITY are not supported. If CONTRACTOR and CITY cannot agree on a revised amount, CITY will promptly issue a Certificate of

Payment for the amount to which CITY is able to certify payment. Certification may be withheld for these reasons:

- Defective Work not corrected;
- Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;
- Damages owed to CITY or others;
- Evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or estimated Liquidated Damages;
- Persistent failure to carry out the Work in accordance with the Contract Documents;
- CONTRACTOR failed to provide and maintain required bond or insurance;
- CONTRACTOR has failed to take reasonable and customary measurers to avoid damage, delay, disruption, and interference with other work at or adjacent to the Project Site;
- CITY has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
- An event that would constitute a default by CONTRACTOR and therefore justify a termination for cause has occurred; or
- Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific bond satisfactory to CITY to secure the satisfaction and discharge of such Liens.

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

6. *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to CITY free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than the time of payment by the CITY.

B. No material or supplies for Work may be purchased by the CONTRACTOR or Subcontractor subject to any title mortgage or under any conditional sale contract or any other agreement by which an interest is retained by the Seller. CONTRACTOR warrants that CONTRACTOR has good title to all materials and supplies used by CONTRACTOR in the Work, free from all liens, claims, or encumbrances.

C. CONTRACTOR shall defend, indemnify, and save CITY and Engineer harmless from all claims (including but not limited to expert fees, and attorneys' fees and costs) growing out of the lawful demand the Subcontractors, Suppliers, laborers, workman, mechanics, material men and furnishers and machinery and parts thereof, equipment, power tools, and all supplies incurred in the furtherance of the performance of this Contract. CONTRACTOR shall, at CITY's request, furnish satisfactory evidence that all applications of the nature here and above designated have been paid, discharged, or waived. If CONTRACTOR fails to do so, then CITY may, after having served written notice on said CONTRACTOR, either pay unpaid bills in which CITY has written notice direct, or withhold from CONTRACTOR's unpaid compensation a sum of money deemed reasonable sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon

payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract, but in no event will the provisions of this sentence be construed to impose any obligations upon the CITY to either CONTRACTOR or CONTRACTOR Surety. In paying any unpaid bills of the CONTRACTOR, CITY will be deemed the agent of the CONTRACTOR and any payment so made by the CITY will be considered a payment made under the Contract by CITY to CONTRACTOR and CITY will not be liable to CONTRACTOR for any such payment made in good faith.

7. *Substantial Completion of a Designated Portion*

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

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

8. *Substantial Completion*

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

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

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

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

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

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

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

9. *Final Acceptance and Payment*

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

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

C. Furthermore, neither final payment nor any remaining retainage, will become due until CONTRACTOR executes and presents to CITY a "Certificate of Claims Paid" and "Release of all Claims" form in such a form as may be acceptable to CITY. Acceptance of final payment by CONTRACTOR will comprise a release of all claims under the Contract, and receipt of which acknowledges full and complete payment for all Work done, materials and equipment furnished, and damages or claims arising under this Contract.

D. Application for Final Payment:

1) After CONTRACTOR has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Article 11,3,J), and other documents, CONTRACTOR may make application for final payment.

2) The final Application for Payment must be accompanied (except as previously delivered) by:

i. All documentation called for in the Contract Documents;

ii. Consent of the surety, if any, to final payment;

iii. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to CITY free and clear of any liens or other title defects, or will so pass upon final payment;

iv. A list of all disputes that CONTRACTOR believes are unsettled; and

v. Complete and legally effective releases or waivers (satisfactory to CITY) of all lien rights arising out of the Work, and of liens filed in connection with the Work.

3) CONTRACTOR must furnish receipts or releases in full and an affidavit of CONTRACTOR that: (a) the releases and receipts include all labor, services, material, and equipment for which a lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which CITY might in any way be responsible, or which might in any way result in liens or other burdens on CITY's property, have been paid or otherwise satisfied. If any Subcontractors or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a bond or other collateral satisfactory to CITY to indemnify CITY against any lien, CITY at its option may issue joint checks payable to CONTRACTOR and specified Subcontractors and Suppliers.

10. *Corrective Period*

A. If within one year from the date of final Completion (or such longer period of time as may be prescribed by an individual Work Order, or by any specific provision of the Contract Documents), any Work that is found to be defective, or if the repair of any damages to the Project Site, adjacent areas that CONTRACTOR has arranged to use through construction easements or otherwise, and other adjacent areas used by CONTRACTOR as permitted by laws and regulations, is found to be defective, then CONTRACTOR shall promptly, without cost to CITY and in accordance with CITY's written instructions:

1) Correct the defective repairs to the Project Site or such other adjacent areas;

2) Correct the defective Work;

3) If the defective Work has been rejected by CITY, remove it from the Project and replace it with Work that is not defective; and

4) Satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If CONTRACTOR does not promptly comply with the terms of CITY's written instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective Work corrected or repaired or may have the rejected Work removed or replaced. CONTRACTOR shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the corrective period hereunder with respect to such

Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph are in addition to all other obligations and warranties. The provision of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

11. *Preferred Method of Payment*: CITY encourages vendors to register for payments to CONTRACTOR(s) to be made via Electronic Funds Transfer (EFT).

ARTICLE 10 - TERMINATION OR SUSPENSION OF THE CONTRACT

1. *CITY May Suspend Work*: At any time and without cause CITY may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to CONTRACTOR and Engineer. Such notice will state Work is suspended and will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be entitled to an adjustment in the Work Order for an extension of time directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

2. *Termination by the CONTRACTOR*: CONTRACTOR may terminate the Contract if the Work is stopped for a period of 90 days or longer only for the following reasons:

   - Issuance or a Stop Work Order by a court or regulatory agency having jurisdiction over the project; or
   - An act of government making materials or labor unavailable.

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

3. *Termination by CITY for Cause*

   A. The occurrence of any one or more of the following will constitute a default by CONTRACTOR and justify CITY's termination for cause:

      - CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficiently skilled workers or suitable materials or equipment, of failure to adhere to the Progress Schedule);
      - Failure of CONTRACTOR to perform or otherwise to comply with a material term of the Contract Documents;
      - CONTRACTOR's disregard of laws or regulations of any public body having jurisdiction; or
      - CONTRACTOR's repeated disregard of the authority of CITY or Engineer;

   B. If one or more such events occur, then after giving CONTRACTOR (and any surety) 10 days' written notice that CITY is considering a declaration that CONTRACTOR is in default and termination of the Contract, CITY may proceed to:

      - Declare CONTRACTOR to be in default, and give CONTRACTOR (and any surety) written notice that the Contract is terminated, and

- Enforce the rights available to CITY under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if CITY has terminated the Contract for cause, CITY may exclude CONTRACTOR from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which CITY has paid CONTRACTOR but which are stored elsewhere, and complete the Work as CITY may deem expedient.

D. CITY may not proceed with termination of the Contract if CONTRACTOR within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If CITY proceeds, 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 cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by CITY, such excess will be paid to CONTRACTOR. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, CONTRACTOR shall pay the difference to CITY. Such claims, costs, losses, and damages incurred by CITY will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, CITY shall not be required to obtain the lowest price for the Work performed.

F. Where CONTRACTOR'S services have been so terminated by CITY, the termination will not affect any rights or remedies of CITY against CONTRACTOR then existing or which may thereafter accrue, or any rights or remedies of CITY against CONTRACTOR or any surety under any payment bond or performance bond. Any retention or payment of money due CONTRACTOR by CITY will not release CONTRACTOR from liability.

G. If and to the extent that CONTRACTOR has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions in this section.

4. *Termination by the CITY for Convenience*

A. Upon 7 days' written notice to CONTRACTOR and Engineer, CITY may, without cause and without prejudice to any other right or remedy of CITY, terminate the Contract.

B. In the event of termination for convenience by CITY, CONTRACTOR shall be paid for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination and Termination Expenses. Termination Expenses are those reasonable expenses directly attributable to termination (such as demobilization costs). CONTRACTOR is not entitled to direct, indirect, or consequential damages, or other damages for loss from and including, but not limited to economic loss, loss of anticipated profits, idle equipment expenses, interest or carrying costs, overhead expenses, loss of efficiency, or loss of productivity.

ARTICLE 11 - EXECUTION OF THE PROJECT

1. Obligations of Engineer

A. *Engineer as CITY's Representative*

1) Engineer will provide project management services and may serve as CITY's representative during any Work, and until final payment is certified. Engineer will consult with and advise CITY. Engineer will have the authority to act on behalf of CITY only to the extent as provided in the Contract documents.

2) Engineer specifically assumes no duty or responsibility which may be construed as being for the benefit of and thereby enforceable by other parties providing labor, materials or services in connection with the Work such as, though not limited to, CONTRACTOR, Subcontractor, Sub-subcontractors, their agents, employees, or any of their bonding companies, it being understood that Engineer's obligations are to CITY, and in performing such obligations Engineer may consequently alter the burdens and expense of such other parties. CONTRACTOR is not entitled to additional costs associated with Engineer's performance of his/her duties unless otherwise provide in the Contract. CITY and CONTRACTOR must communicate through Engineer when applicable, and communications by and with Engineer and Engineer's consultants must be through Engineer. Communications by and with Subcontractors and Suppliers must be through CONTRACTOR. Communication by and with other contractors working on the site which are not parties to this Contract must be through CITY.

B. *Monitoring Progress, Quality and Compliance with Contract Requirements*

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

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

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

C. *Review and Approval of CONTRACTOR's Submittals*

1) Engineer may review and approve CONTRACTOR's Submittals, such as Shop Drawings and product Samples, for the limited purpose of checking for compliance with the Contract Documents.

Engineer's review does not relieve CONTRACTOR of his obligations under the Contract to comply with the plans and specifications.

2) Engineer's approval of a submittal which contains a deviation which has not been specifically called to Engineer's attention excludes approval of that deviation and will not serve as a waiver of the rights of Engineer or CITY unless Engineer makes specific written acceptance of said deviation on Engineer's letterhead or CITY makes specific written acceptance of said deviation on CITY's letterhead. Engineer has the authority to reject work.

D. *Interpret Plans*

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

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

3) Engineer may, as Engineer deems desirable, issue additional drawings or information indicating in greater detail the construction or design of the various parts of the Work; such drawings or information may be affected by field order or other notice to CONTRACTOR, and provided such drawings or information may be affected by field order or other notice to CONTRACTOR, and provided such drawings or information are reasonable consistent with the previously existing Contract Documents, the Work will be executed in accordance with such additional drawings or information without additional cost or extension of the Contract Time. If CONTRACTOR claims additional cost or time on account of such additional drawings or information, CONTRACTOR must give the notice provided in Article 15.

E. *Approving Non-Substantial Deviations*: Engineer will have the authority to order minor changes in the Work not involving adjustments of Contract Amount or Contract Time, and which is not inconsistent with the intent of the Contract Documents. Such changes must be implemented by issuing a Construction Change Directive that will be immediately binding on CONTRACTOR upon receipt.

F. *Certifying Applications for Payment*: Based on Engineer's observations and evaluations of CONTRACTOR's Applications for Payment, Engineer may review amounts due CONTRACTOR and will, upon approval by CITY, issue Certificates for Payments.

G. *Preparing Change Orders*: Engineer may prepare Change Orders for approval by CITY.

H. *Substantial Completion and Acceptance Reviews*: Engineer may conduct inspections as necessary, and if CITY and Engineer find Work substantially complete, establish the date or dates of Substantial Completion and the date of Final Completion. Engineer will receive and forward to CITY for CITY's review, project records, written documents required by the Contract and assembled by CONTRACTOR. Engineer will issue a Final Certificate for Payment upon compliance with requirements of the Contract Documents and acceptance by CITY.

2. Obligations of CITY

A. *Project Manager*: CITY will designate a Project Manager for each Work Order, through which CITY will communicate with Engineer and CONTRACTOR.

B. Information Provided by CITY

1) CITY shall furnish surveys describing physical characteristics of the site, and utility locations, except those utilities that are not owned by CITY.

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

3) CITY will furnish CONTRACTOR, free of charge, a maximum of ten sets of Construction Documents.

C. *Permits*: Unless otherwise provided in a Work Order, CONTRACTOR shall secure and pay for any and all Permits necessary to construct the facilities described by the Contract Documents. CITY may waive any and all charges for permits required by CITY but still requires the full approval of all required permits, regardless of the applicable regulatory permitting entities.

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

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

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

G. *Approving Substantial Deviations*: CITY's written approval is required for all changes in the Work involving:

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

A Change Order signed by CONTRACTOR, Engineer, and CITY will effect such changes.

H. *Replacement of Engineer*: CITY may at its discretion appoint an engineer to replace Engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

I. *Limitations on CITY's Responsibilities*: CITY will not supervise, direct, or have control or authority over, nor be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of

construction; or the safety precautions and programs incident thereto; or for any failure of CONTRACTOR to comply with laws and regulations applicable to the performance of the Work. CITY will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

3. Obligations of CONTRACTOR

A. *Superintendent*: CONTRACTOR shall employ a competent Superintendent or necessary staff who will be the primary point of contact for any Work Order. The Superintendent, or designee, shall represent CONTRACTOR, and communications given to the Superintendent, or designee, will be as binding as if given to CONTRACTOR.

B. *Review of Contract Documents*

1) CONTRACTOR shall carefully review each Work Order and any other information provided by CITY, and will at once report to CITY or Engineer any errors, omissions, or inconsistencies discovered.

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

C. *Review of Field conditions*: CONTRACTOR shall take field measurements and verify field conditions and carefully compare such with the Contract Documents before commencing the Work. Errors, omissions, or inconsistencies discovered must be reported to Engineer at once.

D. *Supervision and Construction Procedures*

1) CONTRACTOR shall perform the Work in accordance with the particular Work Order and Submittals approved by Engineer.

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

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

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

E. *Inspection of Work*: CONTRACTOR is responsible for inspection of portions of the Work already performed under a given Work Order to determine if such portions are in proper condition to receive subsequent Work.

F. *Labor and Materials*

1) CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Work Order. CONTRACTOR shall at all times maintain good discipline and order at the Project Site.

2) Except as otherwise required for the safety or protection of persons or the Work or property at the Project Site or sites adjacent to the Project Site, and except as otherwise stated in the Contract Documents, all Work at the Project Site must be performed during regular working hours, Monday through Friday. CONTRACTOR will not perform Work on a Saturday or Sunday, or any legal holiday. CONTRACTOR may perform Work outside regular working hours or on Saturdays, Sundays or legal holidays only with CITY's written consent.

   (a) Regular working hours will be 7:00 AM to 6:00 PM.

   (b) CITY's legal holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, and Christmas Day.

3) CITY will compensate CONTRACTOR for overtime pay at one-and-a-half (1.5) times the current rate for contracted services as a result of the performance of work on Saturday, Sunday, or any legal holiday; or as overtime on any regular work day outside of regular hours. CITY has indicated that regular working hours are between 7 a.m. and 6 p.m. Any work performed outside regular work hours must be approved by the CITY prior to any such work being performed; failure to adhere to this will result in compensation at the regular rate for such work. However, the regular working hours window does not obligate CONTRACTOR to compel any employee or subcontractor to perform work for more than eight (8) hours within this window. All work performed during regular hours will be billed and compensated at the regular rate, regardless of how many total hours worked on a given day.

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

5) All materials and equipment incorporated into the Work must be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications must expressly run to the benefit of CITY. If required by CITY or Engineer, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. The use of asbestos or asbestos-based fiber materials is prohibited in this Project.

6) All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

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

G. *Warranty*

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

2) CONTRACTOR shall obtain the following guarantee/warranty from the manufacturer of all major pieces of equipment furnished and installed on any project. Such guarantee/warranty must be for the benefit of CITY and be furnished in writing by the manufacturer. CONTRACTOR's and manufacturer's obligations under this provision are in addition to other express or implied warranties under the Contract Documents and under the law and in no way diminish any other right that CITY may have against CONTRACTOR or manufacturer for faulty material, equipment, or work. The warranty period will not be interpreted as a limitation on the time in which CITY can enforce such other duties, obligations, rights, or remedies.

3) The manufacturer warrants and guarantees for a period of one year from the date of Final Completion, or such longer period that may be specified in the Contract Documents, that all materials and equipment furnished and installed will be free from flaws, defects in material and workmanship and shall be in conformance with the Contract Documents.

H. *Indemnification, Insurance and Bonds*: CONTRACTOR is responsible for providing CITY with Indemnification, Insurance, and Bonds as required under Article 16 of this Contract.

I. *Construction Schedule*: Prior to issuance of a Notice to Proceed and as part of their replay to a scope of work/quote request, CONTRACTOR shall prepare and submit to CITY or Engineer a Construction Schedule for the Work. The approved Construction Schedule will be governed by the particular Work Order issued. The Construction Schedule must document major construction activities and tasks, identifying the estimated beginning and ending dates for each identifiable component of the Work. The Construction Schedule must also identify time critical activities or events that could most greatly affect the Construction Schedule. The Construction Schedule will be prepared in sufficient detail as may be acceptable to Engineer. The Construction Schedule will be revised at appropriate intervals as required by conditions of the Work.

J. *Project Records*

1) CONTRACTOR shall maintain the following project records in a safe place at the project site:

- Construction Schedule;
- Plans and Drawings;
- Specifications;

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

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

3) Records must be available to the Engineer and CITY and, with the exception of the Superintendent's Log, must be delivered to the Engineer for submittal to CITY upon completion of a Work Order.

4) Additionally, the Superintendent's Log may also be delivered to the Engineer for submittal to the CITY upon completion of the Work. Additionally, the Superintendent's Log must at a minimum document the dates and times of critical inspections; instructions received from the Engineer; and weather conditions including dates, times and amount of rainfall received.

5) Upon completion of a Work Order, CONTRACTOR must deliver these record documents to Engineer.

K. *Approval of Shop Drawings and Other Submittals*

1) CONTRACTOR shall review, approve and submit to Engineer, Shop Drawings, Product Data, Samples, and other Submittals required by the Contract Documents for approval by Engineer prior to their implementation. CONTRACTOR may not perform any portion of the Work requiring submittal and review of these or similar data until approved by Engineer. Such Work must be accomplished in accordance with approved Submittals.

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

3) By submitting the materials described above to Engineer for approval, CONTRACTOR represents that he has determined and verified:

- All field measurements;

- Field construction criteria related to the Submittals and has checked and verified their compliance with requirements of the Contract Document;
- Suitability of all materials and equipment;
- All information relative to CONTRACTOR's responsibility for means, methods, techniques, sequences, and procedures of construction and safety precautions; and
- CONTRACTOR will not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or other Submittals. CONTRACTOR will not be relieved of responsibility for deviations from the requirements of the Contract Documents unless the Engineer makes specific written acceptance of said deviations on the Engineer's letterhead.

4) If CONTRACTOR requests a change of a previously approved submittal item, CONTRACTOR will be responsible for Engineer's charges to CITY for its review time, and CITY may impose a set-off against payments due to CONTRACTOR to secure reimbursement for such charges, unless the need for such change is beyond the control of CONTRACTOR.

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

M. Limitation on Use of Project Site and Other Areas

1) CONTRACTOR shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Project Site, adjacent areas that CONTRACTOR has arranged to use through construction easements or otherwise, and other adjacent areas permitted by laws and regulations, and will not unreasonably encumber the Project Site and such other adjacent areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for (a) damage to the Project Site; (b) damage to any such other adjacent areas used for CONTRACTOR's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of CONTRACTOR or those for which CONTRACTOR is responsible.

2) If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of CONTRACTOR or those for which CONTRACTOR is responsible, CONTRACTOR shall (a) take immediate corrective or remedial action, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by laws and regulations, indemnify and hold harmless CITY and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all

fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such CITY or occupant against CITY, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, CONTRACTOR's performance of the Work, or because of other actions or conduct of CONTRACTOR or those for which CONTRACTOR is responsible.

N. *Cleanup of Project Site*: CONTRACTOR shall keep the premises and surrounding area reasonably free or rubbish, waste materials, or debris caused by operations of the Contract. At completion of the Work, CONTRACTOR shall remove from and about the Project Site, waste materials, rubbish, tools, construction equipment, machinery, and surplus materials to CITY's satisfaction. Should CONTRACTOR fail to clean up as provided in the Contract Documents, CITY may do so and the cost charged to CONTRACTOR though a deductive Change Order or Construction Change Directive.

O. *Observations and Inspections*

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

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

3) If a portion of the Work has been covered for which CITY or Engineer has not specifically requested prior to observation, Engineer may request to see such Work and CONTRACTOR shall uncover it. If such Work has been completed in accordance with the Contract Documents, the cost for uncovering and replacement will be borne by CITY and implemented through a Change Order recommended by Engineer and approved by CITY. If such Work was inspected and found not to be in conformance with the Contract Documents, CONTRACTOR shall pay the cost of uncovering and replacement without a change in Contract Time.

P. Correcting Rejected Work

1) CONTRACTOR shall promptly correct Work rejected by Engineer for failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. CONTRACTOR shall bear the costs of correcting such Work, including costs for additional testing and inspections, compensation for any additional design or necessary administrative costs, fines levied against CITY by governmental authorities because the Work is defective, and the costs of repair or replacement of Work of others resulting from defective Work. Prior to final payment, if CITY and CONTRACTOR are unable to agree as to the measure of such claims, costs, losses and damages resulting from defective Work, then CITY may impose a reasonable set-off against payments due under Article 9.

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

3) If CONTRACTOR fails to correct nonconforming Work, within a reasonable time, CITY may complete the work in accordance with the provisions in Article 10(B)(5) of this Contract.

4) In exercising the rights and remedies under this paragraph, CITY shall proceed expeditiously. In connection with such corrective or remedial action, CITY may exclude CONTRACTOR from all or part of the Project Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, and incorporate in the Work all materials and equipment stored at the Project Site or for which CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow CITY, CITY's representatives, agents and employees, CITY's other contractors, and Engineer and Engineer's consultants access to the Project Site to enable CITY to exercise the rights and remedies under this paragraph.

5) All claims, costs, losses, and damages incurred or sustained by CITY in exercising the rights and remedies under this paragraph will be charged against CONTRACTOR has set-offs against payments due under Article 9. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

6) CONTRACTOR will not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by CITY of Authority's rights and remedies under this paragraph.

Q. *Acceptance of Non-Conforming Work*: CITY may at its option accept Work that is not in accordance with the requirements of the Contract Documents instead of requiring its removal and correction. In such cases the Work Order amount will be reduced as appropriate and equitable. If the parties are unable to agree as to the decrease in Contract Amount, reflecting the diminished value of Work accepted, then CITY may impose a reasonable set-off against payments due under Article 9. Such adjustment will be effected whether or not final payment has been made. If acceptance of defective Work occurs after Final Payment, CONTRACTOR shall pay an appropriate amount to CITY.

R. *Tests & Inspections*

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

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

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

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

5) Certificates of testing, inspection or approval must be secured by CONTRACTOR and promptly delivered to the Engineer.

S. *Equal Opportunity Employer*: CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

T. Taxes

1) CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the place of the Project which are applicable during the performance of the Work.
2) CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of CITY or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed by CITY in the Contract Documents.
3) To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless CITY and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. This obligation will survive acceptance of the Work under this Contract and termination of the Contract.

U. Laws and Regulations

1) CONTRACTOR shall give all notices required by and will comply with all laws and regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable laws and regulations, neither CITY nor Engineer shall be responsible for monitoring CONTRACTOR's compliance with any laws or regulations. CONTRACTOR agrees to comply with all applicable Federal, State, and local laws, regulations, and ordinances, including, but not limited to, the following:

- Title VI of the 1964 Civil Rights Act.
- Title VII of the 1964 Civil Rights Act, as amended by the Equal Employment Opportunity that prohibits discrimination in employment.
- Age Discrimination Act of 1973.
- Contract Work Hours and Safety Standards Act.
- Section 504 of the Rehabilitation Act prohibiting discrimination in the employment of the handicapped.
- Fair Labor Standards Act.
- Chapter 112, Florida Statutes, prohibiting conflicts of interest in the procurement of contracts with a governmental agency.
- Chapter 119, the Public Records Act.
- Trench Excavation System & Shoring standards adopted by the Department of Labor and Employment Security and related trenching regulations.
- Construction Work Hours and Safety Act (Construction Safety Act).
- Verification of Employment Status (E-Verify), State of Florida Executive Order 11-116
- Scrutinized Businesses, Chapter 287 Sections 133, 134, & 135 of Florida Statutes

2) 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 Contract or are adopted at any time following the execution of his Contract.

3) If CONTRACTOR performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, CONTRACTOR will bear all resulting costs and losses, and will indemnify and hold harmless CITY and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action.

V. *Applicable Licensing*: CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

W. *Safety of Employees and Property*

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

2) CONTRACTOR will not load or permit any part of the construction or Project Site to be loaded so as to endanger its safety. CONTRACTOR shall comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. CONTRACTOR shall notify CITY, owners of adjacent property, utilities, other contractors performing work at or adjacent to the Project Site, when the prosecution of work may affect them, and will cooperate with them in the protection, removal, relocation, and replacement of their property or Work in progress.

3) When use or storage of explosives or equipment or unusual methods is necessary for execution of the Work, CONTRACTOR shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. CONTRACTOR is responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Project Site in accordance with laws or regulations.

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

5) CONTRACTOR shall designate a qualified and experienced safety representative who is a responsible member of CONTRACTOR's organization at the Project Site whose duties and responsibilities will be the prevention of accidents and the maintaining and supervising of safety precautions and programs. This person will be CONTRACTOR's Superintendent unless otherwise designated by CONTRACTOR in writing to CITY and Engineer.

6) CONTRACTOR's duties and responsibilities for safety and protection will continue until such time as all the Work is completed and Engineer has issued a notice to CITY and CONTRACTOR in

accordance with Article 9(4) that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

7) CONTRACTOR's duties and responsibilities for safety and protection shall resume whenever CONTRACTOR or any Subcontractor or Supplier returns to the Project Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

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

ARTICLE 12 - SUBCONTRACTORS/SUPPLIERS

1. *Reporting of Proposed Subcontractors*: As part of CONTRACTOR's response to a quote request from CITY for a particular project, or as otherwise provided in the Contract Documents, CONTRACTOR will furnish in writing the names of persons or entities, including Subcontractors, material suppliers, equipment, Suppliers, and fabricators proposed for principal portions of the Work. CITY or Engineer—in consultation with CITY—will promptly inform CONTRACTOR in writing whether or not there are reasonable objections to any of the proposed persons or entities unto which CONTRACTOR proposes utilize. Reasonable objections include a Subcontractor or Supplier who is not licensed, qualified or certified as required by State Law.

   A. No acceptance by CITY of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, will constitute a waiver of the right of CITY to the completion of the Work in accordance with the Contract Documents.

   B. CONTRACTOR is fully responsible to CITY and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions.

   C. CONTRACTOR is solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

   D. CONTRACTOR shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or CITY, except through CONTRACTOR or in case of an emergency, or as otherwise expressly allowed herein.

   E. CITY may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to CONTRACTOR on account of Work performed for CONTRACTOR by the particular Subcontractor or Supplier.

   F. Nothing in the Contract Documents:

      1) will create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between CITY or Engineer and any such Subcontractor, Supplier, or other individual or entity; or

2) will create any obligation on the part of CITY or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by laws and regulations.

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

3. *Removal of Subcontractors*: CONTRACTOR may change a Subcontractor, person, or entity previously selected unless CITY makes reasonable objection to such change. Such requests must be approved by CITY prior to any work being performed by any new entity.

4. *Subcontractors Bound by Contract Documents*:

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

   B. Each subcontract must preserve and protect the right of CITY under the Contract Documents with respect to the Work to be performed by the Subcontractor so the subcontracting will not prejudice such rights and will allow the Subcontractor, to the extent provided in the Contract Documents, the benefit of all rights, remedies and redress against CONTRACTOR that CONTRACTOR has against CITY.

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

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

      - Assignment is effective only after termination of the Contract by CITY for cause pursuant to Article 10(3) of this Contract.
      - Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

4. *Subcontractor Payment*:

   A. Unless otherwise provided by law, within 10 days after CONTRACTOR's receipt of payment, CONTRACTOR will remit payment due to the Subcontractor for labor, services, and material furnished.

B. If Subcontractor receives payment from CONTRACTOR for labor, service, or material furnished by Subcontractors and Suppliers hired by the Subcontractor, Subcontractor shall remit payment due to those subcontractors and Suppliers within 7 days of subcontractor's receipt of payment.

ARTICLE 13 - CONSTRUCTION BY CITY OR SEPARATE CONTRACTORS

1. *CITY's Right to Perform Construction*: CITY reserves the right to perform construction or operations related to any project outside the scope of this Contract with CITY's own forces and to award separate Contracts in connection with other portions of the Project not covered under the scope of this Contract.
2. *CITY to Provide Coordination*: CITY shall provide for coordination of activities of the CITY's own forces and for the other contractors under a separate agreement to provide construction services on the Project Site. If part of CONTRACTOR's Work depends upon prior Work performed by CITY or other separate contractors, CONTRACTOR shall, prior to proceeding with that portion of the Work, promptly report to Engineer apparent discrepancies or defects in other such construction that would render it unsuitable for the proper execution and results of CONTRACTOR's Work. Failure of CONTRACTOR to so report will constitute an acknowledgment that CITY's previously completed construction is fit and proper to receive CONTRACTOR's Work.

ARTICLE 14 - AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

1. *Contract Held Valid*: Changes in the Work may be accomplished after execution of the Contract without invalidating the Contract where they are documented by a Construction Change Directive executed in accordance with this Contract.
2. *Construction Change Directive*: A Construction Change Directive prepared and signed by Engineer will direct all changes in the Work. A Construction Change Directive signed by CONTRACTOR indicates agreement of CONTRACTOR with the actions specified in the Directive, including the inclusion or absence of an adjustment in Contract Amount or Contract Time or the method for determining them. Construction Change Directives will be issued using AIA Form G714.
3. *Construction Change Order*: In addition to a Construction Change Directive, a Construction Change Order will be required wherever the issuance of a Construction Change Directive would involve a change in:
   - Work Order Amount;
   - Work Order Time; or
   - The intent of the Contract Documents or Work Order.

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

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

4. *Changes in Contract Amount*: Only a Construction Change Order will grant changes in Contract Amount. Claims for disputes concerning the Contract Amount will be determined in accordance with Article 15 of this Contract.

5. *Cost of Work*

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

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

   CONTRACTOR shall require all Subcontractors and Suppliers to comply with all requirements of, and provide itemizations of all claims in accordance with, this Article.

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

   B. The term "Cost of Work" or "Direct Cost" will not include any of the following:

   - Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership or sole proprietorships), general managers, engineers, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR whether at the Project Site or in its principal or branch office for general administration of the Change Order Work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by CONTRACTOR's allowance for overhead and profit.
   - Extraordinary fringe benefits not specifically identified, above.

- Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the job site.
- Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital used for the Change Order Work and charges against CONTRACTOR for delinquent payments.
- Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including, but not limited to, the correction for defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included above in Subsection A.

6. *Changes in Contract Time*: Only construction Change Order will grant changes in Contract Time. Claims for disputes concerning Contract Time will be determined in accordance with Article 15 of this Contract.

7. *Changes in Contract Time Due to Weather Conditions*: CONTRACTOR shall consider climatic conditions in preparing the Construction Schedule and must anticipate periods where work may not be practical due to adverse weather conditions.

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

8. *CONTRACTOR's Obligation to Comply with Construction Change Directives*: Upon receipt of a Construction Change Directive, CONTRACTOR shall promptly proceed with the change in the Work. CONTRACTOR shall promptly comply with the Construction Change Directive whether or not a Change Order has been executed.

9. *Effective Date of Change Orders*: Change Orders will become effective immediately upon execution by CONTRACTOR, Engineer, and CITY.

10. *Notification to Surety*: If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Amount or Contract Times), the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 15 - CLAIMS AND DISPUTES

1. *Claims Process*: The following disputes between CITY and CONTRACTOR are subject to the Claims process set forth in this article:

   - Appeals by CITY or CONTRACTOR of Engineer's decisions regarding Change Proposals;

- CITY demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
- Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
- Any dispute arising after Engineer has issued a written recommendation of final payment.

2. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by CONTRACTOR seeking an increase in the Contract Times or Contract Price, CONTRACTOR shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of CONTRACTOR'S knowledge and belief the amount of time or money requested accurately reflects the full amount to which CONTRACTOR is entitled.
3. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
4. *Mediation*
   A. At any time after initiation of a Claim, CITY and CONTRACTOR may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
   B. If CITY and CONTRACTOR agree to mediation, then after 60 days from such agreement, either CITY or CONTRACTOR may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
   C. CITY and CONTRACTOR shall each pay one-half of the mediator's fees and costs.
5. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party requests a final resolution of disputes.
6. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either CITY or CONTRACTOR may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party requests a final resolution of disputes.

7. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 16 - INDEMNIFICATION, INSURANCE AND BONDS

1. Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of CONTRACTOR under the Contract or otherwise, CONTRACTOR shall indemnify and hold harmless CITY and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against CITY or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation hereunder will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

2. *Waiver of Subrogation*

Insurance Policies, other than Professional Liability, shall include waivers of subrogation in favor of the City.

3. *CONTRACTOR's Insurance*

Prior to the commencement of Work governed by this Contract, the CONTRACTOR shall obtain, at his/her own expense, insurance as specified below, which are made part of this Contract. CONTRACTOR shall ensure that the insurance obtained will extend protection to all Subcontractors engaged by CONTRACTOR. As an alternative, CONTRACTOR may require all Subcontractors to obtain insurance consistent with the below requirements. This insurance must name CITY as an additional insured, except for with respect to Worker's Compensation Coverage.

CONTRACTOR will not be permitted to commence work governed by this Contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to CITY as specified below. Delays in the commencement of work, resulting from the failure of CONTRACTOR to provide satisfactory evidence of the required insurance, will not extend deadlines specified in this Contract and any penalties and failure to perform assessments will be imposed as if the Work commenced on the specified date and time, except for CONTRACTOR's failure to provide satisfactory evidence.

All insurance required by this Contract must be obtained by an insurance company or companies that are duly licensed and/or authorized to do business in the State of Florida. Insurers must have at least a Policy Holders Rating of A-, and Financial Rating of at least IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the CITY in writing.

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

CONTRACTOR shall name "City of Treasure Island" as a certificate holder and/or as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide CITY with proof of same.

4. *Loss Deductible*

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

5. *Subcontractor's Insurance*

CONTRACTOR shall ensure that any Subcontractor(s), hired to perform any of the Work, maintain the same Insurance requirements set forth herein. In addition, CONTRACTOR shall maintain proof of same on file and made readily available upon request by CITY.

6. *Certificate of Insurance*

CONTRACTOR agrees to promptly provide CITY with proof of insurance coverage as follows:

- The name of the insured CONTRACTOR, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to CITY and a copy to Engineer at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- Certification of Insurance must be in the form as approved by CITY and such Certificate must clearly state all the coverage's required in this Article:
- If requested by CITY, CONTRACTOR shall promptly furnish complete certified copies of his and his Subcontractor's insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by CONTRACTOR or by any of its representatives that indicate less coverage than required by the

Contract Documents does not constitute a waiver of CONTRACTOR's obligations to fulfill the requirements of this Article.

CITY, at its sole discretion, has the right to request certified copies of any and all insurance policies required by this Contract and CONTRACTOR agrees to promptly produce such requested documents.

7. *Worker's Compensation Insurance*

CONTRACTOR shall take out and maintain, during the life of this Contract, Workers' Compensation and Employer's Liability Insurance for all his employees connected with the Work of this Project, and in case any Work is sublet, CONTRACTOR shall require the Subcontractor similarly to provide Workers' compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. Such insurance must comply with the Florida Workers' compensation Law. In case any class of contract at the Project Site is not protected under the Workers' Compensation Statute, CONTRACTOR shall provide adequate insurance, satisfactory to CITY for the protection of employees not otherwise protected. The limits must be statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

8. *Liability Insurance*

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

Commercial General Liability:

- Minimum Coverage is $1,000,000 including a separate project aggregate limit of $5,000,000 for the Contract.
- Coverage must include premises, operations, products, completed operations, independent CONTRACTORs, contractual liability covering this Contract, contracts and leases, broad form property damage coverage's, personal injury and bodily injury.
- CONTRACTOR is required to continue to purchase products and completed operations coverage for Work performed under this Contract for minimum of three (3) years following Substantial Completion.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it will not be more restrictive than the underlying insurance policy coverage's.

Commercial Automobile Liability:

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

9. *Performance, Payment, and Other Bonds*

For any Work Order greater than $100,000, CONTRACTOR shall furnish a performance bond and a payment bond, each in an amount at least equal to the Work Order amount, as security for the faithful performance and payment of all of CONTRACTOR's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in the Contract, whichever is later, except as provided otherwise by laws or regulations, the Supplementary Conditions, or other specific provisions of the Contract. CONTRACTOR must also furnish such other bonds as are required in this Contract.

All bonds must be in the form prescribed by the Contract except as provided otherwise by laws or regulations, and will be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

CONTRACTOR shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

If the surety on a bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then CONTRACTOR shall promptly notify CITY and Engineer and must, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

If CONTRACTOR has failed to obtain a required bond, CITY may exclude CONTRACTOR from the Project Site and exercise CITY's termination rights under Article 9.

Upon request, CITY shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

ARTICLE 17 - MISCELLANEOUS PROVISIONS

1. *Interest on Judgments*: In the event of any disputes between the parties to this Contract occurs, including without limitation to their assignee and or assigns arising out of or relating in any way to this Contract which results in litigation and a subsequent adjustment award or decree against either party, it is agreed that an entitlement post judgment interests to either party and/or their attorneys shall be fixed by the proper Court at a rate of 5% per annum, simple interest. Under no circumstances will either party be entitled to pre-judgment interest. The parties expressly acknowledge and to the extent allowed by law, hereby opt out of any provision of Federal or State Statutes not in agreement with this.
2. *Assignment of Contract*: Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may

become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the CITY may assign this Contract to the State of Florida for any political subdivision, municipality, special district, or authority thereof without CONTRACTOR's consent and without recourse.

3. *Successors and Assigns*

   A. CITY and CONTRACTOR each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

   B. This Contract is solely for the benefit of the parties and no right or privilege or cause of action shall by reason hereof accrue upon to, or for the benefit of any third party. Nothing in this Contract is intended or will be construed to confer upon or give any person, corporation, partnership, trust, private entity, or agency any right, remedy, or claim under or by reason of this Contract or any provisions or conditions of this Contract.

4. Severability

   A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

   B. Neither the validity of this Contract nor the validity of any portion of it may be challenged by any party to this Contract, and each party waives any right to initiate such challenge. Furthermore, if this Contract or any portion is challenged by a third party in a judicial, administrative, or appellate proceeding (each party covenanting with the other party not to initiate, encourage, foster, promote, cooperate with or acquiesce to such challenge), the parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decisions invalidating this Contract or portion thereof.

5. Contractor's Certifications

   A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

      1) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

      2) "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

B. CONTRACTOR shall pay promptly and before final payment, any claims or liens incurred in and about this work, and to execute a Contractor's affidavit for final payment.

6. *Notices*

A. All notices required or made pursuant to this Agreement shall be made in writing and sent electronically to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered, sent by certified mail, return receipt requested addressed to the following:

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

If to CONTRACTOR:

Ballenger Landcare
3840 68th Ave. N
Pinellas Park, FL 33781

With required copy to:
Anthony Sabatini, City Attorney
Sabatini Law Firm, P.A.
1601 E. 1st Ave.
Mount Dora, FL 32757

7. *Limitation of Liability*

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

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

8. Other Provisions

A. E-verify - CONTRACTOR shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Contract. CONTRACTOR shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Contractor. Contractor may not enter into a contract with a subcontractor to perform work under this Contract unless and until the subcontractor registers with and uses the E-Verify system. If CONTRACTOR enters into a contract with a subcontractor to perform work under this Contract, CONTRACTOR must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR must maintain copies of all such affidavits for the duration of this Contract. CITY may terminate this Contract 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 Contract 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 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 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 CITY as a result of the termination of the Contract.

B. CITY and CONTRACTOR agree that this Contract shall be governed by applicable Florida Law. Venue for any legal action in connection with this Contract shall be in the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County. In any claim dispute procedure or litigation arising from this Contract, each party shall be solely responsible for paying its attorney's fees and costs.

C. Each party to this Contract has had the benefit of representation by counsel and equal input into drafting this Contract such that no provision of this Contract shall be strictly construed against one party as the draft of the Contract.

D. The headings and captions of articles, sections and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

E. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by CONTRACTOR on behalf of CITY, CONTRACTOR shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by CITY to perform the work contemplated by this Contract; (b) upon request from CITY's custodian of public records, provide 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 CITY in accordance with (d) below; and (d) upon completion or termination of this Contract, (i) if CITY, in its sole and absolute discretion, requests that all Public Records in possession of CONTRACTOR be transferred to CITY, CONTRACTOR shall transfer, at no cost, to CITY, all Public Records in possession of CONTRACTOR within thirty (30) days of such request or (ii) if no such request is made by CITY, CONTRACTOR shall keep and maintain the Public Records required by CITY to perform the work contemplated by this Contract. If CONTRACTOR transfers all Public Records to 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 CITY and provide 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 CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology of 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, CITY may terminate this Contract and/or pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which CONTRACTOR is acting on behalf of 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: City Clerk, (727) 547-4575 ext. 229; cityclerk@mytreasureisland.org, and City Hall, 10451 Gulf Blvd., Treasure Island, FL, 33706.

F. This Agreement sets forth the entire agreement between the Parties as to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, bids, and/or understandings. There are no understandings, representations, warranties, or agreements with respect to the subject matter hereof unless set forth explicitly in this Agreement.

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

H. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

I. CITY stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if CITY is the party that has furnished said General Conditions, then CITY has plainly shown all modifications to the standard wording of such published document to CONTRACTOR, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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

As To
CONTRACTOR

Ballenger Landcare
(name of corporation or business)

BY: President
(title of authorized corporate officer or individual)

WITNESS:

Mark A Ballenger II
Signature

Signature

Mark Ballenger
Printed Name

Printed Name

As To
CITY OF TREASURE ISLAND

ATTEST | City Clerk:

City Manager:

Signature

Signature

CONTRACT AND GENERAL CONDITIONS FOR CONSTRUCTION SERVICES

Solicitation #: 25-017 | SPECIALTY SERVICE CONTRACTOR

This Agreement is made this 18th day of November 2025 by and between the City of Treasure Island, a municipal corporation ("CITY") whose address is 10451 Gulf Boulevard, Treasure Island, FL 33706, and BCS Construction Group LLC, a corporation authorized to do business in the State of Florida ("CONTRACTOR"), whose FEIN is 84-3448810, who hereby agree as follows:

ARTICLE 1 - DEFINITIONS

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

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

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

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

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

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

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

CITY - The City of Treasure Island, or the City of Treasure Island's authorized representatives.

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

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

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

Contract/Agreement - The agreement between the CITY and the CONTRACTOR as defined by the Contract Documents. This Contract represents the entire agreement between the parties hereto and supersedes any prior negotiations, representations, agreements, or understandings, either written or oral. The original solicitation documents and the CONTRACTOR's documents submitted in response to the solicitation are hereby incorporated and made part of this agreement.

CONTRACTOR - The person or entity identified in the Contract Documents as being responsible for performing the work under the Contract. This CONTRACT does not create an employee/employer relationship between the parties.

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

Contract Documents - Individual documents which collectively comprise the Contract between the CITY and CONTRACTOR, including 1) The Contract between the CITY and CONTRACTOR, 2) Bid Documents including the invitation to bid, instructions to bidders and CONTRACTOR bid package, 3) Drawings, Specifications, Plans, 4) Addenda issued prior to execution of the Contract, 5) Other documents listed in the Contract, and 6) Modifications

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issued after execution of the Contract, including: 1) Written amendments to the Contract signed by both parties, 2) Construction Change Orders, and Construction Change Directives.

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

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

Day - As referenced in this Contract "Day" includes all calendar days including weekends, holidays, and days of inclement weather. The word "Day" means a calendar day of 24 hours measured from midnight to the next midnight.

Defective - The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment.

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

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

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

Furnish, Install, Perform, Provide - The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Project Site (or some other specified location) ready for use or installation and in usable or operable condition. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use. If the Contract Documents establish an obligation of CONTRACTOR with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then CONTRACTOR shall furnish and install said services, materials, or equipment complete and ready for intended use.

Liens - Charges, security interest or encumbrances upon Contract related funds, real property, or personal property.

Lump Sum - The Contractor under the Lump Sum Contract is responsible for completing any given project within the agreed fixed cost set forth in the Work Order.

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

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

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

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

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

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

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

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

Project Site - The physical location identified in a Work Order where work is to be accomplished.

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

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

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

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

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

Submittal - Shop drawings, material data, samples and product data required by the Engineer of Record for approval.

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

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

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

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

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

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

Work Order - An individually negotiated document that is executed by both Parties and which authorizes a Project under the terms and conditions of this agreement.

Unit Price Work - Work to be paid on the bases of unit prices.

ARTICLE 2 - TERM

The term of this agreement will span from the effective date for three (3) years with one (1) two-year (2-year) renewal option—upon successful future negotiations for such renewal rates—unless otherwise specified in this agreement.

ARTICLE 3 - PRELIMINARY MATTERS

1. *Delivery of Documents*: When CONTRACTOR delivers the signed Contract to CITY, CONTRACTOR shall also deliver to CITY such bonds and insurance policies, certificates or other documents as CONTRACTOR may be required to furnish in accordance with the Contract Documents.
2. *Copies of Documents*: CITY will furnish to CONTRACTOR one fully executed counterpart of the Contract in electronic portable document format (PDF).
3. *Commencement of Contract Times; Notice to Proceed*: A Commencement Date will be established by CITY and communicated to CONTRACTOR in a Notice to Proceed (NTP) sent by electronic mail to CONTRACTOR not later than 30 calendar days following execution of the Contract, or receipt of proper permits from regulatory agencies having jurisdiction over the project, whichever is later.
4. *Starting the Project*: CONTRACTOR shall start to perform the work on the date when the Work Order commences to run. No Work may be done at the site prior to such date.
5. *Before Starting Construction*

   A. Preliminary Schedules: In keeping with the intent of this contract, CITY will submit individual scopes of work to approved CONTRACTOR(s) requesting quotes and cost estimates. Within 10 days of receipt of such request from CITY, CONTRACTOR shall submit to Engineer or CITY for timely review:

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1) a preliminary Construction Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any milestones specified in the Contract;

2) a preliminary Schedule of Submittals; and

3) a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

4) As provided for in Article 8, the Schedule of Values will be reviewed by the Engineer and approved by CITY, and will be used as the basis for reviewing CONTRACTOR's Applications for Payment. The Schedule of Values will include a cost breakdown indexed per the Sections of the Specifications, which shall clearly set forth labor as distinct from materials and from equipment.

6. Preconstruction Conference

Before any Work at a Project Site is started, a conference attended by CITY, CONTRACTOR, Engineer, and others as appropriate may be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 5, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

At this conference CITY and CONTRACTOR each will designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

7. Finalizing Schedules

Before submission of the first Application for Payment a conference attended by CONTRACTOR, CITY, ENGINEER and others as appropriate may be held to finalize the schedules submitted in accordance with the Contract. Any finalized progress schedule will be acceptable to CITY as providing an orderly progression of the Work to completion within the Work Order, but acceptance will neither impose on CITY responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of values will be acceptable to CITY as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

ARTICLE 4 - CONTRACT DOCUMENTS

1. *Intent of Contract Documents*

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

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B. It is the intent of the Contract to create a more streamlined process for the repair and/or maintenance of CITY facilities by utilizing small- to medium-sized Work Orders issued to qualified CONTRACTOR(s). CONTRACTOR is responsible for the construction and coordination of the parts of the Project, and all systems provided shall be completely compatible and fully functional without additional cost to the CITY.

C. Unless otherwise stated in the Contract, if there is a discrepancy between the electronic version of the Contract (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. Each and every provision of law and clause required by law to be inserted in this Contract is deemed to be inserted in this Contract, and will be read and enforced as though they were included in this Contract, and if through mistake or otherwise, any such provision is not included, or if not correctly inserted, then upon the application of either party, the Contract Documents will be physically amended to make such insertion.

2. *Reuse of Documents*

A. Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with CITY will have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of CITY and Engineer and specific written verification or adaptation by Engineer; or have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without CITY's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph will survive final payment, or termination of the Contract. Nothing in this Contract will preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

3. *References and Manuals*

A. Reference in the Contract Documents to standard specification manuals, reference standards, or codes of any technical society, organization, or association, to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

B. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of CITY, CONTRACTOR, or Engineer, or any of their Subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to CITY or Engineer any duty or authority to supervise or

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direct the performance of the Work, or any duty to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

ARTICLE 5 - SCOPE OF WORK

CONTRACTOR shall execute the entire Work described in the Procurement and Contract Documents, as directed by any Work Order duly authorized as described herein.

ARTICLE 6 - CONTRACT AMOUNT

CITY will pay CONTRACTOR based on the respective hourly rates and material markups subject to individual Work Orders issued by CITY.

ARTICLE 7 - SUBSTANTIAL COMPLETION DATE AND DELAYS

1. CONTRACTOR shall commence work on the date indicated on the individual approved Work Order, or on another timeline agreed to by both PARTIES. CONTRACTOR shall achieve Substantial and Final Completion of Work as indicated on the individual approved Work Order, subject to authorized adjustments in the Contract Documents.
2. Time limits herein stated in the Contract Documents or Work Orders are of the essence of the Contract. By executing the Contract, CONTRACTOR confirms that they will provide a reasonable period of time to perform the Work before the authorization of any Work Order.
3. CONTRACTOR shall carry on the Work and adhere to the Construction Schedule during all disputes or disagreements with CITY. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as may be permitted herein, or as CITY and CONTRACTOR may otherwise agree to in writing.
4. If CONTRACTOR's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of CITY, CONTRACTOR, and those for which they are responsible, then CONTRACTOR may be entitled to an equitable adjustment in Work Order deadlines. CONTRACTOR's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to CONTRACTOR's ability to complete the Work within the Contract Times. Such an adjustment will be the CONTRACTOR's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include, but are not limited to, the following:
   A. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
   B. Abnormal weather conditions;
   C. Acts or failures to act of utility; and
   D. Acts of war or terrorism.
5. No delay will entitle CONTRACTOR to an increase of the Contract Amount except where CITY or Engineer acted in bad faith to prevent the progress of Work. CONTRACTOR acknowledges that in agreeing to the

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Contract Amount, it has assessed the potential impact of the limitations of this section on its ability to recover additional compensation in connection with a Work delay or interference and CONTRACTOR agrees that the limitations will apply, regardless of the accuracy of CONTRACTOR's assessment or actual costs incurred by CONTRACTOR in connection with any such delays or interference.

ARTICLE 8 - LIQUIDATED DAMAGES/SPECIAL DAMAGES

1. *Liquidated Damages*

   A. CONTRACTOR and CITY recognize that time is of the essence and that CITY will suffer direct financial and other losses if the Work is not completed within the Work Order times, plus any extensions thereof allowed in accordance with the contract. The parties also recognize the delays, expense, and difficulties involved improving in a legal or arbitration proceeding, the actual loss suffered by CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as penalty):

   B. Substantial Completion: CONTRACTOR shall pay CITY $300 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified for Substantial Completion, until the Work is substantially complete.

   C. Completion of Remaining Work: After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Work Order times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, CONTRACTOR shall pay CITY $500 for each day that expires after such time until the Work is completed and ready for final payment.

   D. CITY may deduct liquidated damages as described in this section from any unpaid amounts due to CONTRACTOR under this Contract.

   E. Any liquidated damages not deducted or set-off from any unpaid amounts due to CONTRACTOR shall be payable to CITY, at the demand of CITY, together with interest from the date of the demand at the maximum allowed interest rate.

2. *Special Damages*

   A. In addition to the amount provided for liquidated damages, CONTRACTOR shall reimburse CITY: (1) for any fines or penalties imposed on CITY as a direct result of the CONTRACTOR's failure to attain Substantial Completion, and (2) for the actual costs reasonably incurred by CITY for engineering, construction observation, inspection, and administrative services needed after the time for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

   B. After CONTRACTOR achieves Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work, CONTRACTOR shall reimburse CITY for the actual costs reasonably incurred by CITY for engineering, construction observation, inspection, and administrative services needed after the time specified for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

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ARTICLE 9 - PAYMENTS

1. *Progress Payments*

   A. The Schedule of Values will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to CITY or Engineer. Any progress payments for Unit Price Work will be based on the number of units completed.

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

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

   D. Provided an Application for Payment is received by CITY or Engineer not later than the 15th day of the month, CITY shall make payment to CONTRACTOR not later than the last day of the month. If a valid Application for Payment is received by CITY or Engineer after the Application date fixed above, payment will be made 30 days after the Engineer received the Application for Payment.

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

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

      - Take that portion of the Contract Amount properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Amount allocated to that portion of the Work in the Schedule of Values.
      - Subtract the aggregate of previous payments made by the CITY.

   G. The progress payment will be further modified under the following circumstances:

      - Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to 90% of the Contract Amount less such amounts as the Engineer and CITY determined for incomplete Work and unsettled claims.

   H. Please note that some portion of the Contract Amount may be paid from the proceeds of a grant, loan, or revenue bonds (hereinafter "funding") obtained by the CITY for this Work and the funding documents may impose certain conditions, limitations, procedures, and restrictions. CONTRACTOR shall coordinate with CITY and Engineer in order to comply with the conditions, limitations, procedures, and restrictions that related to the delivery of materials, the Work, applications for payment, and other matters concerning the administration of the Contract.

2. *Final Inspection and Payment*

   A. *Final Inspection*: Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete and if so required, Engineer will promptly make a final inspection with CITY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals

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that the Work, or agreed portion thereof, is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

B. *Final Payment*: Final payment, comprising the entire unpaid balance of the Contract Amount, will be made by CITY to CONTRACTOR when the Contract has been fully performed and accepted by CITY. Furthermore, payment will be made within 30 days of CITY receiving a final Certificate of Payment from Engineer. CONTRACTOR's acceptance of final payment from CITY will constitute a full waiver and release by CONTRACTOR of all claims against CITY arising out of or related to the Project.

3. *CONTRACTOR Applications for Payment*

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

B. Applications for Payment shall not include:

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

C. The Application for Payment will also be accompanied by a bill of sale, invoice or other documentation warranting CITY has received the materials and equipment free and clear of all Liens (in the form of a waiver and release as contemplated in Chapter 713 of the Florida Statutes), and evidence that the materials and equipment are covered by appropriate property insurance, warehouse bond, or other arrangements to protect CITY's interest therein, all of which must be satisfactory to CITY.

D. CONTRACTOR shall furnish evidence that payment received on the basis of materials and equipment not incorporated and suitably stored on Project Site has in fact been paid to the respective supplier(s) in the form of a waiver and release as contemplated by Chapter 713 of the Florida Statutes within 30 days of payment by the CITY. Failure to provide such evidence of payment may result in the withdrawal of previous approval(s) and removal of the cost of related materials and equipment from the next submitted Application for Payment.

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

5. *Criteria for Withholding a Certificate for Payment*: Engineer or CITY may withhold a Certificate for Payment in whole or in part if in CITY's opinion, CONTRACTOR representations to CITY are not supported. If CONTRACTOR and CITY cannot agree on a revised amount, CITY will promptly issue a Certificate of

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Payment for the amount to which CITY is able to certify payment. Certification may be withheld for these reasons:

- Defective Work not corrected;
- Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;
- Damages owed to CITY or others;
- Evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or estimated Liquidated Damages;
- Persistent failure to carry out the Work in accordance with the Contract Documents;
- CONTRACTOR failed to provide and maintain required bond or insurance;
- CONTRACTOR has failed to take reasonable and customary measurers to avoid damage, delay, disruption, and interference with other work at or adjacent to the Project Site;
- CITY has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
- An event that would constitute a default by CONTRACTOR and therefore justify a termination for cause has occurred; or
- Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific bond satisfactory to CITY to secure the satisfaction and discharge of such Liens.

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

6. *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to CITY free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than the time of payment by the CITY.

B. No material or supplies for Work may be purchased by the CONTRACTOR or Subcontractor subject to any title mortgage or under any conditional sale contract or any other agreement by which an interest is retained by the Seller. CONTRACTOR warrants that CONTRACTOR has good title to all materials and supplies used by CONTRACTOR in the Work, free from all liens, claims, or encumbrances.

C. CONTRACTOR shall defend, indemnify, and save CITY and Engineer harmless from all claims (including but not limited to expert fees, and attorneys' fees and costs) growing out of the lawful demand the Subcontractors, Suppliers, laborers, workman, mechanics, material men and furnishers and machinery and parts thereof, equipment, power tools, and all supplies incurred in the furtherance of the performance of this Contract. CONTRACTOR shall, at CITY's request, furnish satisfactory evidence that all applications of the nature here and above designated have been paid, discharged, or waived. If CONTRACTOR fails to do so, then CITY may, after having served written notice on said CONTRACTOR, either pay unpaid bills in which CITY has written notice direct, or withhold from CONTRACTOR's unpaid compensation a sum of money deemed reasonable sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon

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payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract, but in no event will the provisions of this sentence be construed to impose any obligations upon the CITY to either CONTRACTOR or CONTRACTOR Surety. In paying any unpaid bills of the CONTRACTOR, CITY will be deemed the agent of the CONTRACTOR and any payment so made by the CITY will be considered a payment made under the Contract by CITY to CONTRACTOR and CITY will not be liable to CONTRACTOR for any such payment made in good faith.

7. *Substantial Completion of a Designated Portion*

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

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

8. *Substantial Completion*

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

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

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

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

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

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

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

9. *Final Acceptance and Payment*

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

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

C. Furthermore, neither final payment nor any remaining retainage, will become due until CONTRACTOR executes and presents to CITY a "Certificate of Claims Paid" and "Release of all Claims" form in such a form as may be acceptable to CITY. Acceptance of final payment by CONTRACTOR will comprise a release of all claims under the Contract, and receipt of which acknowledges full and complete payment for all Work done, materials and equipment furnished, and damages or claims arising under this Contract.

D. Application for Final Payment:

1) After CONTRACTOR has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Article 11,3,J), and other documents, CONTRACTOR may make application for final payment.

2) The final Application for Payment must be accompanied (except as previously delivered) by:

i. All documentation called for in the Contract Documents;

ii. Consent of the surety, if any, to final payment;

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iii. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to CITY free and clear of any liens or other title defects, or will so pass upon final payment;

iv. A list of all disputes that CONTRACTOR believes are unsettled; and

v. Complete and legally effective releases or waivers (satisfactory to CITY) of all lien rights arising out of the Work, and of liens filed in connection with the Work.

3) CONTRACTOR must furnish receipts or releases in full and an affidavit of CONTRACTOR that: (a) the releases and receipts include all labor, services, material, and equipment for which a lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which CITY might in any way be responsible, or which might in any way result in liens or other burdens on CITY's property, have been paid or otherwise satisfied. If any Subcontractors or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a bond or other collateral satisfactory to CITY to indemnify CITY against any lien, CITY at its option may issue joint checks payable to CONTRACTOR and specified Subcontractors and Suppliers.

10. *Corrective Period*

A. If within one year from the date of final Completion (or such longer period of time as may be prescribed by an individual Work Order, or by any specific provision of the Contract Documents), any Work that is found to be defective, or if the repair of any damages to the Project Site, adjacent areas that CONTRACTOR has arranged to use through construction easements or otherwise, and other adjacent areas used by CONTRACTOR as permitted by laws and regulations, is found to be defective, then CONTRACTOR shall promptly, without cost to CITY and in accordance with CITY's written instructions:

1) Correct the defective repairs to the Project Site or such other adjacent areas;

2) Correct the defective Work;

3) If the defective Work has been rejected by CITY, remove it from the Project and replace it with Work that is not defective; and

4) Satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If CONTRACTOR does not promptly comply with the terms of CITY's written instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective Work corrected or repaired or may have the rejected Work removed or replaced. CONTRACTOR shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the corrective period hereunder with respect to such

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Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph are in addition to all other obligations and warranties. The provision of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

11. *Preferred Method of Payment*: CITY encourages vendors to register for payments to CONTRACTOR(s) to be made via Electronic Funds Transfer (EFT).

ARTICLE 10 - TERMINATION OR SUSPENSION OF THE CONTRACT

1. *CITY May Suspend Work*: At any time and without cause CITY may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to CONTRACTOR and Engineer. Such notice will state Work is suspended and will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be entitled to an adjustment in the Work Order for an extension of time directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

2. *Termination by the CONTRACTOR*: CONTRACTOR may terminate the Contract if the Work is stopped for a period of 90 days or longer only for the following reasons:

   - Issuance or a Stop Work Order by a court or regulatory agency having jurisdiction over the project; or
   - An act of government making materials or labor unavailable.

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

3. *Termination by CITY for Cause*

   A. The occurrence of any one or more of the following will constitute a default by CONTRACTOR and justify CITY's termination for cause:

      - CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficiently skilled workers or suitable materials or equipment, of failure to adhere to the Progress Schedule);
      - Failure of CONTRACTOR to perform or otherwise to comply with a material term of the Contract Documents;
      - CONTRACTOR's disregard of laws or regulations of any public body having jurisdiction; or
      - CONTRACTOR's repeated disregard of the authority of CITY or Engineer;

   B. If one or more such events occur, then after giving CONTRACTOR (and any surety) 10 days' written notice that CITY is considering a declaration that CONTRACTOR is in default and termination of the Contract, CITY may proceed to:

      - Declare CONTRACTOR to be in default, and give CONTRACTOR (and any surety) written notice that the Contract is terminated, and

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- Enforce the rights available to CITY under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if CITY has terminated the Contract for cause, CITY may exclude CONTRACTOR from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which CITY has paid CONTRACTOR but which are stored elsewhere, and complete the Work as CITY may deem expedient.

D. CITY may not proceed with termination of the Contract if CONTRACTOR within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If CITY proceeds, 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 cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by CITY, such excess will be paid to CONTRACTOR. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, CONTRACTOR shall pay the difference to CITY. Such claims, costs, losses, and damages incurred by CITY will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, CITY shall not be required to obtain the lowest price for the Work performed.

F. Where CONTRACTOR'S services have been so terminated by CITY, the termination will not affect any rights or remedies of CITY against CONTRACTOR then existing or which may thereafter accrue, or any rights or remedies of CITY against CONTRACTOR or any surety under any payment bond or performance bond. Any retention or payment of money due CONTRACTOR by CITY will not release CONTRACTOR from liability.

G. If and to the extent that CONTRACTOR has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions in this section.

4. *Termination by the CITY for Convenience*

A. Upon 7 days' written notice to CONTRACTOR and Engineer, CITY may, without cause and without prejudice to any other right or remedy of CITY, terminate the Contract.

B. In the event of termination for convenience by CITY, CONTRACTOR shall be paid for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination and Termination Expenses. Termination Expenses are those reasonable expenses directly attributable to termination (such as demobilization costs). CONTRACTOR is not entitled to direct, indirect, or consequential damages, or other damages for loss from and including, but not limited to economic loss, loss of anticipated profits, idle equipment expenses, interest or carrying costs, overhead expenses, loss of efficiency, or loss of productivity.

ARTICLE 11 - EXECUTION OF THE PROJECT

1. *Obligations of Engineer*

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A. *Engineer as CITY's Representative*

1) Engineer will provide project management services and may serve as CITY's representative during any Work, and until final payment is certified. Engineer will consult with and advise CITY. Engineer will have the authority to act on behalf of CITY only to the extent as provided in the Contract documents.

2) Engineer specifically assumes no duty or responsibility which may be construed as being for the benefit of and thereby enforceable by other parties providing labor, materials or services in connection with the Work such as, though not limited to, CONTRACTOR, Subcontractor, Sub-subcontractors, their agents, employees, or any of their bonding companies, it being understood that Engineer's obligations are to CITY, and in performing such obligations Engineer may consequently alter the burdens and expense of such other parties. CONTRACTOR is not entitled to additional costs associated with Engineer's performance of his/her duties unless otherwise provide in the Contract. CITY and CONTRACTOR must communicate through Engineer when applicable, and communications by and with Engineer and Engineer's consultants must be through Engineer. Communications by and with Subcontractors and Suppliers must be through CONTRACTOR. Communication by and with other contractors working on the site which are not parties to this Contract must be through CITY.

B. *Monitoring Progress, Quality and Compliance with Contract Requirements*

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

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

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

C. *Review and Approval of CONTRACTOR's Submittals*

1) Engineer may review and approve CONTRACTOR's Submittals, such as Shop Drawings and product Samples, for the limited purpose of checking for compliance with the Contract Documents.

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Engineer's review does not relieve CONTRACTOR of his obligations under the Contract to comply with the plans and specifications.

2) Engineer's approval of a submittal which contains a deviation which has not been specifically called to Engineer's attention excludes approval of that deviation and will not serve as a waiver of the rights of Engineer or CITY unless Engineer makes specific written acceptance of said deviation on Engineer's letterhead or CITY makes specific written acceptance of said deviation on CITY's letterhead. Engineer has the authority to reject work.

D. *Interpret Plans*

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

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

3) Engineer may, as Engineer deems desirable, issue additional drawings or information indicating in greater detail the construction or design of the various parts of the Work; such drawings or information may be affected by field order or other notice to CONTRACTOR, and provided such drawings or information may be affected by field order or other notice to CONTRACTOR, and provided such drawings or information are reasonable consistent with the previously existing Contract Documents, the Work will be executed in accordance with such additional drawings or information without additional cost or extension of the Contract Time. If CONTRACTOR claims additional cost or time on account of such additional drawings or information, CONTRACTOR must give the notice provided in Article 15.

E. *Approving Non-Substantial Deviations*: Engineer will have the authority to order minor changes in the Work not involving adjustments of Contract Amount or Contract Time, and which is not inconsistent with the intent of the Contract Documents. Such changes must be implemented by issuing a Construction Change Directive that will be immediately binding on CONTRACTOR upon receipt.

F. *Certifying Applications for Payment*: Based on Engineer's observations and evaluations of CONTRACTOR's Applications for Payment, Engineer may review amounts due CONTRACTOR and will, upon approval by CITY, issue Certificates for Payments.

G. *Preparing Change Orders*: Engineer may prepare Change Orders for approval by CITY.

H. *Substantial Completion and Acceptance Reviews*: Engineer may conduct inspections as necessary, and if CITY and Engineer find Work substantially complete, establish the date or dates of Substantial Completion and the date of Final Completion. Engineer will receive and forward to CITY for CITY's review, project records, written documents required by the Contract and assembled by CONTRACTOR. Engineer will issue a Final Certificate for Payment upon compliance with requirements of the Contract Documents and acceptance by CITY.

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2. *Obligations of CITY*

A. *Project Manager*: CITY will designate a Project Manager for each Work Order, through which CITY will communicate with Engineer and CONTRACTOR.

B. *Information Provided by CITY*

1) CITY shall furnish surveys describing physical characteristics of the site, and utility locations, except those utilities that are not owned by CITY.

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

3) CITY will furnish CONTRACTOR, free of charge, a maximum of ten sets of Construction Documents.

C. *Permits*: Unless otherwise provided in a Work Order, CONTRACTOR shall secure and pay for any and all Permits necessary to construct the facilities described by the Contract Documents. CITY may waive any and all charges for permits required by CITY but still requires the full approval of all required permits, regardless of the applicable regulatory permitting entities.

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

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

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

G. *Approving Substantial Deviations*: CITY's written approval is required for all changes in the Work involving:

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

A Change Order signed by CONTRACTOR, Engineer, and CITY will effect such changes.

H. *Replacement of Engineer*: CITY may at its discretion appoint an engineer to replace Engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

I. *Limitations on CITY's Responsibilities*: CITY will not supervise, direct, or have control or authority over, nor be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of

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construction; or the safety precautions and programs incident thereto; or for any failure of CONTRACTOR to comply with laws and regulations applicable to the performance of the Work. CITY will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

3. *Obligations of CONTRACTOR*

A. *Superintendent*: CONTRACTOR shall employ a competent Superintendent or necessary staff who will be the primary point of contact for any Work Order. The Superintendent, or designee, shall represent CONTRACTOR, and communications given to the Superintendent, or designee, will be as binding as if given to CONTRACTOR.

B. *Review of Contract Documents*

1) CONTRACTOR shall carefully review each Work Order and any other information provided by CITY, and will at once report to CITY or Engineer any errors, omissions, or inconsistencies discovered.

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

C. *Review of Field conditions*: CONTRACTOR shall take field measurements and verify field conditions and carefully compare such with the Contract Documents before commencing the Work. Errors, omissions, or inconsistencies discovered must be reported to Engineer at once.

D. *Supervision and Construction Procedures*

1) CONTRACTOR shall perform the Work in accordance with the particular Work Order and Submittals approved by Engineer.

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

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

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

E. *Inspection of Work*: CONTRACTOR is responsible for inspection of portions of the Work already performed under a given Work Order to determine if such portions are in proper condition to receive subsequent Work.

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F. *Labor and Materials*

1) CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Work Order. CONTRACTOR shall at all times maintain good discipline and order at the Project Site.

2) Except as otherwise required for the safety or protection of persons or the Work or property at the Project Site or sites adjacent to the Project Site, and except as otherwise stated in the Contract Documents, all Work at the Project Site must be performed during regular working hours, Monday through Friday. CONTRACTOR will not perform Work on a Saturday or Sunday, or any legal holiday. CONTRACTOR may perform Work outside regular working hours or on Saturdays, Sundays or legal holidays only with CITY's written consent.

   (a) Regular working hours will be 7:00 AM to 6:00 PM.

   (b) CITY's legal holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, and Christmas Day.

3) CITY will compensate CONTRACTOR for overtime pay at one-and-a-half (1.5) times the current rate for contracted services as a result of the performance of work on Saturday, Sunday, or any legal holiday; or as overtime on any regular work day outside of regular hours. CITY has indicated that regular working hours are between 7 a.m. and 6 p.m. Any work performed outside regular work hours must be approved by the CITY prior to any such work being performed; failure to adhere to this will result in compensation at the regular rate for such work. However, the regular working hours window does not obligate CONTRACTOR to compel any employee or subcontractor to perform work for more than eight (8) hours within this window. All work performed during regular hours will be billed and compensated at the regular rate, regardless of how many total hours worked on a given day.

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

5) All materials and equipment incorporated into the Work must be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications must expressly run to the benefit of CITY. If required by CITY or Engineer, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. The use of asbestos or asbestos-based fiber materials is prohibited in this Project.

6) All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

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

G. *Warranty*

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

2) CONTRACTOR shall obtain the following guarantee/warranty from the manufacturer of all major pieces of equipment furnished and installed on any project. Such guarantee/warranty must be for the benefit of CITY and be furnished in writing by the manufacturer. CONTRACTOR's and manufacturer's obligations under this provision are in addition to other express or implied warranties under the Contract Documents and under the law and in no way diminish any other right that CITY may have against CONTRACTOR or manufacturer for faulty material, equipment, or work. The warranty period will not be interpreted as a limitation on the time in which CITY can enforce such other duties, obligations, rights, or remedies.

3) The manufacturer warrants and guarantees for a period of one year from the date of Final Completion, or such longer period that may be specified in the Contract Documents, that all materials and equipment furnished and installed will be free from flaws, defects in material and workmanship and shall be in conformance with the Contract Documents.

H. *Indemnification, Insurance and Bonds*: CONTRACTOR is responsible for providing CITY with Indemnification, Insurance, and Bonds as required under Article 16 of this Contract.

I. *Construction Schedule*: Prior to issuance of a Notice to Proceed and as part of their replay to a scope of work/quote request, CONTRACTOR shall prepare and submit to CITY or Engineer a Construction Schedule for the Work. The approved Construction Schedule will be governed by the particular Work Order issued. The Construction Schedule must document major construction activities and tasks, identifying the estimated beginning and ending dates for each identifiable component of the Work. The Construction Schedule must also identify time critical activities or events that could most greatly affect the Construction Schedule. The Construction Schedule will be prepared in sufficient detail as may be acceptable to Engineer. The Construction Schedule will be revised at appropriate intervals as required by conditions of the Work.

J. *Project Records*

1) CONTRACTOR shall maintain the following project records in a safe place at the project site:

- Construction Schedule;
- Plans and Drawings;
- Specifications;

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

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

3) Records must be available to the Engineer and CITY and, with the exception of the Superintendent's Log, must be delivered to the Engineer for submittal to CITY upon completion of a Work Order.

4) Additionally, the Superintendent's Log may also be delivered to the Engineer for submittal to the CITY upon completion of the Work. Additionally, the Superintendent's Log must at a minimum document the dates and times of critical inspections; instructions received from the Engineer; and weather conditions including dates, times and amount of rainfall received.

5) Upon completion of a Work Order, CONTRACTOR must deliver these record documents to Engineer.

K. *Approval of Shop Drawings and Other Submittals*

1) CONTRACTOR shall review, approve and submit to Engineer, Shop Drawings, Product Data, Samples, and other Submittals required by the Contract Documents for approval by Engineer prior to their implementation. CONTRACTOR may not perform any portion of the Work requiring submittal and review of these or similar data until approved by Engineer. Such Work must be accomplished in accordance with approved Submittals.

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

3) By submitting the materials described above to Engineer for approval, CONTRACTOR represents that he has determined and verified:
   - All field measurements;

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- Field construction criteria related to the Submittals and has checked and verified their compliance with requirements of the Contract Document;
- Suitability of all materials and equipment;
- All information relative to CONTRACTOR's responsibility for means, methods, techniques, sequences, and procedures of construction and safety precautions; and
- CONTRACTOR will not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or other Submittals. CONTRACTOR will not be relieved of responsibility for deviations from the requirements of the Contract Documents unless the Engineer makes specific written acceptance of said deviations on the Engineer's letterhead.

4) If CONTRACTOR requests a change of a previously approved submittal item, CONTRACTOR will be responsible for Engineer's charges to CITY for its review time, and CITY may impose a set-off against payments due to CONTRACTOR to secure reimbursement for such charges, unless the need for such change is beyond the control of CONTRACTOR.

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

M. *Limitation on Use of Project Site and Other Areas*

1) CONTRACTOR shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Project Site, adjacent areas that CONTRACTOR has arranged to use through construction easements or otherwise, and other adjacent areas permitted by laws and regulations, and will not unreasonably encumber the Project Site and such other adjacent areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for (a) damage to the Project Site; (b) damage to any such other adjacent areas used for CONTRACTOR's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of CONTRACTOR or those for which CONTRACTOR is responsible.

2) If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of CONTRACTOR or those for which CONTRACTOR is responsible, CONTRACTOR shall (a) take immediate corrective or remedial action, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by laws and regulations, indemnify and hold harmless CITY and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all

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fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such CITY or occupant against CITY, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, CONTRACTOR's performance of the Work, or because of other actions or conduct of CONTRACTOR or those for which CONTRACTOR is responsible.

N. *Cleanup of Project Site*: CONTRACTOR shall keep the premises and surrounding area reasonably free or rubbish, waste materials, or debris caused by operations of the Contract. At completion of the Work, CONTRACTOR shall remove from and about the Project Site, waste materials, rubbish, tools, construction equipment, machinery, and surplus materials to CITY's satisfaction. Should CONTRACTOR fail to clean up as provided in the Contract Documents, CITY may do so and the cost charged to CONTRACTOR though a deductive Change Order or Construction Change Directive.

O. *Observations and Inspections*

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

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

3) If a portion of the Work has been covered for which CITY or Engineer has not specifically requested prior to observation, Engineer may request to see such Work and CONTRACTOR shall uncover it. If such Work has been completed in accordance with the Contract Documents, the cost for uncovering and replacement will be borne by CITY and implemented through a Change Order recommended by Engineer and approved by CITY. If such Work was inspected and found not to be in conformance with the Contract Documents, CONTRACTOR shall pay the cost of uncovering and replacement without a change in Contract Time.

P. *Correcting Rejected Work*

1) CONTRACTOR shall promptly correct Work rejected by Engineer for failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. CONTRACTOR shall bear the costs of correcting such Work, including costs for additional testing and inspections, compensation for any additional design or necessary administrative costs, fines levied against CITY by governmental authorities because the Work is defective, and the costs of repair or replacement of Work of others resulting from defective Work. Prior to final payment, if CITY and CONTRACTOR are unable to agree as to the measure of such claims, costs, losses and damages resulting from defective Work, then CITY may impose a reasonable set-off against payments due under Article 9.

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

3) If CONTRACTOR fails to correct nonconforming Work, within a reasonable time, CITY may complete the work in accordance with the provisions in Article 10(B)(5) of this Contract.

4) In exercising the rights and remedies under this paragraph, CITY shall proceed expeditiously. In connection with such corrective or remedial action, CITY may exclude CONTRACTOR from all or part of the Project Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, and incorporate in the Work all materials and equipment stored at the Project Site or for which CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow CITY, CITY's representatives, agents and employees, CITY's other contractors, and Engineer and Engineer's consultants access to the Project Site to enable CITY to exercise the rights and remedies under this paragraph.

5) All claims, costs, losses, and damages incurred or sustained by CITY in exercising the rights and remedies under this paragraph will be charged against CONTRACTOR has set-offs against payments due under Article 9. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

6) CONTRACTOR will not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by CITY of Authority's rights and remedies under this paragraph.

Q. *Acceptance of Non-Conforming Work*: CITY may at its option accept Work that is not in accordance with the requirements of the Contract Documents instead of requiring its removal and correction. In such cases the Work Order amount will be reduced as appropriate and equitable. If the parties are unable to agree as to the decrease in Contract Amount, reflecting the diminished value of Work accepted, then CITY may impose a reasonable set-off against payments due under Article 9. Such adjustment will be effected whether or not final payment has been made. If acceptance of defective Work occurs after Final Payment, CONTRACTOR shall pay an appropriate amount to CITY.

R. *Tests & Inspections*

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

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

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

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

5) Certificates of testing, inspection or approval must be secured by CONTRACTOR and promptly delivered to the Engineer.

S. *Equal Opportunity Employer*: CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

T. *Taxes*

1) CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the place of the Project which are applicable during the performance of the Work.

2) CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of CITY or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed by CITY in the Contract Documents.

3) To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless CITY and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. This obligation will survive acceptance of the Work under this Contract and termination of the Contract.

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U. Laws and Regulations

1) CONTRACTOR shall give all notices required by and will comply with all laws and regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable laws and regulations, neither CITY nor Engineer shall be responsible for monitoring CONTRACTOR's compliance with any laws or regulations. CONTRACTOR agrees to comply with all applicable Federal, State, and local laws, regulations, and ordinances, including, but not limited to, the following:

- Title VI of the 1964 Civil Rights Act.
- Title VII of the 1964 Civil Rights Act, as amended by the Equal Employment Opportunity that prohibits discrimination in employment.
- Age Discrimination Act of 1973.
- Contract Work Hours and Safety Standards Act.
- Section 504 of the Rehabilitation Act prohibiting discrimination in the employment of the handicapped.
- Fair Labor Standards Act.
- Chapter 112, Florida Statutes, prohibiting conflicts of interest in the procurement of contracts with a governmental agency.
- Chapter 119, the Public Records Act.
- Trench Excavation System & Shoring standards adopted by the Department of Labor and Employment Security and related trenching regulations.
- Construction Work Hours and Safety Act (Construction Safety Act).
- Verification of Employment Status (E-Verify), State of Florida Executive Order 11-116
- Scrutinized Businesses, Chapter 287 Sections 133, 134, & 135 of Florida Statutes

2) 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 Contract or are adopted at any time following the execution of his Contract.

3) If CONTRACTOR performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, CONTRACTOR will bear all resulting costs and losses, and will indemnify and hold harmless CITY and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action.

V. *Applicable Licensing*: CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

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W. *Safety of Employees and Property*

1) CONTRACTOR is solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

   - Employees on the Project Site and other persons who may be affected thereby;
   - The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of CONTRACTOR or CONTRACTOR's Subcontractors or sub-Subcontractors; and
   - Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

2) CONTRACTOR will not load or permit any part of the construction or Project Site to be loaded so as to endanger its safety. CONTRACTOR shall comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. CONTRACTOR shall notify CITY, owners of adjacent property, utilities, other contractors performing work at or adjacent to the Project Site, when the prosecution of work may affect them, and will cooperate with them in the protection, removal, relocation, and replacement of their property or Work in progress.

3) When use or storage of explosives or equipment or unusual methods is necessary for execution of the Work, CONTRACTOR shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. CONTRACTOR is responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Project Site in accordance with laws or regulations.

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

5) CONTRACTOR shall designate a qualified and experienced safety representative who is a responsible member of CONTRACTOR's organization at the Project Site whose duties and responsibilities will be the prevention of accidents and the maintaining and supervising of safety precautions and programs. This person will be CONTRACTOR's Superintendent unless otherwise designated by CONTRACTOR in writing to CITY and Engineer.

6) CONTRACTOR's duties and responsibilities for safety and protection will continue until such time as all the Work is completed and Engineer has issued a notice to CITY and CONTRACTOR in

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accordance with Article 9(4) that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

7) CONTRACTOR's duties and responsibilities for safety and protection shall resume whenever CONTRACTOR or any Subcontractor or Supplier returns to the Project Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

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

ARTICLE 12 - SUBCONTRACTORS/SUPPLIERS

1. *Reporting of Proposed Subcontractors*: As part of CONTRACTOR's response to a quote request from CITY for a particular project, or as otherwise provided in the Contract Documents, CONTRACTOR will furnish in writing the names of persons or entities, including Subcontractors, material suppliers, equipment, Suppliers, and fabricators proposed for principal portions of the Work. CITY or Engineer—in consultation with CITY—will promptly inform CONTRACTOR in writing whether or not there are reasonable objections to any of the proposed persons or entities unto which CONTRACTOR proposes utilize. Reasonable objections include a Subcontractor or Supplier who is not licensed, qualified or certified as required by State Law.

   A. No acceptance by CITY of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, will constitute a waiver of the right of CITY to the completion of the Work in accordance with the Contract Documents.

   B. CONTRACTOR is fully responsible to CITY and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions.

   C. CONTRACTOR is solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

   D. CONTRACTOR shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or CITY, except through CONTRACTOR or in case of an emergency, or as otherwise expressly allowed herein.

   E. CITY may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to CONTRACTOR on account of Work performed for CONTRACTOR by the particular Subcontractor or Supplier.

   F. Nothing in the Contract Documents:

      1) will create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between CITY or Engineer and any such Subcontractor, Supplier, or other individual or entity; or

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2) will create any obligation on the part of CITY or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by laws and regulations.

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

3. *Removal of Subcontractors*: CONTRACTOR may change a Subcontractor, person, or entity previously selected unless CITY makes reasonable objection to such change. Such requests must be approved by CITY prior to any work being performed by any new entity.

4. *Subcontractors Bound by Contract Documents*:

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

   B. Each subcontract must preserve and protect the right of CITY under the Contract Documents with respect to the Work to be performed by the Subcontractor so the subcontracting will not prejudice such rights and will allow the Subcontractor, to the extent provided in the Contract Documents, the benefit of all rights, remedies and redress against CONTRACTOR that CONTRACTOR has against CITY.

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

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

      - Assignment is effective only after termination of the Contract by CITY for cause pursuant to Article 10(3) of this Contract.
      - Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

4. *Subcontractor Payment*:

   A. Unless otherwise provided by law, within 10 days after CONTRACTOR's receipt of payment, CONTRACTOR will remit payment due to the Subcontractor for labor, services, and material furnished.

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B. If Subcontractor receives payment from CONTRACTOR for labor, service, or material furnished by Subcontractors and Suppliers hired by the Subcontractor, Subcontractor shall remit payment due to those subcontractors and Suppliers within 7 days of subcontractor's receipt of payment.

ARTICLE 13 - CONSTRUCTION BY CITY OR SEPARATE CONTRACTORS

1. *CITY's Right to Perform Construction*: CITY reserves the right to perform construction or operations related to any project outside the scope of this Contract with CITY's own forces and to award separate Contracts in connection with other portions of the Project not covered under the scope of this Contract.
2. *CITY to Provide Coordination*: CITY shall provide for coordination of activities of the CITY's own forces and for the other contractors under a separate agreement to provide construction services on the Project Site. If part of CONTRACTOR's Work depends upon prior Work performed by CITY or other separate contractors, CONTRACTOR shall, prior to proceeding with that portion of the Work, promptly report to Engineer apparent discrepancies or defects in other such construction that would render it unsuitable for the proper execution and results of CONTRACTOR's Work. Failure of CONTRACTOR to so report will constitute an acknowledgment that CITY's previously completed construction is fit and proper to receive CONTRACTOR's Work.

ARTICLE 14 - AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

1. *Contract Held Valid*: Changes in the Work may be accomplished after execution of the Contract without invalidating the Contract where they are documented by a Construction Change Directive executed in accordance with this Contract.
2. *Construction Change Directive*: A Construction Change Directive prepared and signed by Engineer will direct all changes in the Work. A Construction Change Directive signed by CONTRACTOR indicates agreement of CONTRACTOR with the actions specified in the Directive, including the inclusion or absence of an adjustment in Contract Amount or Contract Time or the method for determining them. Construction Change Directives will be issued using AIA Form G714.
3. *Construction Change Order*: In addition to a Construction Change Directive, a Construction Change Order will be required wherever the issuance of a Construction Change Directive would involve a change in:
   - Work Order Amount;
   - Work Order Time; or
   - The intent of the Contract Documents or Work Order.

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

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

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4. *Changes in Contract Amount*: Only a Construction Change Order will grant changes in Contract Amount. Claims for disputes concerning the Contract Amount will be determined in accordance with Article 15 of this Contract.

5. *Cost of Work*

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

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

   CONTRACTOR shall require all Subcontractors and Suppliers to comply with all requirements of, and provide itemizations of all claims in accordance with, this Article.

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

   B. The term "Cost of Work" or "Direct Cost" will not include any of the following:

   - Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership or sole proprietorships), general managers, engineers, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR whether at the Project Site or in its principal or branch office for general administration of the Change Order Work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by CONTRACTOR's allowance for overhead and profit.
   - Extraordinary fringe benefits not specifically identified, above.

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- Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the job site.
- Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital used for the Change Order Work and charges against CONTRACTOR for delinquent payments.
- Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including, but not limited to, the correction for defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included above in Subsection A.

6. *Changes in Contract Time*: Only construction Change Order will grant changes in Contract Time. Claims for disputes concerning Contract Time will be determined in accordance with Article 15 of this Contract.

7. *Changes in Contract Time Due to Weather Conditions*: CONTRACTOR shall consider climatic conditions in preparing the Construction Schedule and must anticipate periods where work may not be practical due to adverse weather conditions.

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

8. *CONTRACTOR's Obligation to Comply with Construction Change Directives*: Upon receipt of a Construction Change Directive, CONTRACTOR shall promptly proceed with the change in the Work. CONTRACTOR shall promptly comply with the Construction Change Directive whether or not a Change Order has been executed.

9. *Effective Date of Change Orders*: Change Orders will become effective immediately upon execution by CONTRACTOR, Engineer, and CITY.

10. *Notification to Surety*: If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Amount or Contract Times), the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 15 - CLAIMS AND DISPUTES

1. *Claims Process*: The following disputes between CITY and CONTRACTOR are subject to the Claims process set forth in this article:
   - Appeals by CITY or CONTRACTOR of Engineer's decisions regarding Change Proposals;

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- CITY demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
- Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
- Any dispute arising after Engineer has issued a written recommendation of final payment.

2. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by CONTRACTOR seeking an increase in the Contract Times or Contract Price, CONTRACTOR shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of CONTRACTOR'S knowledge and belief the amount of time or money requested accurately reflects the full amount to which CONTRACTOR is entitled.

3. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

4. *Mediation*

   A. At any time after initiation of a Claim, CITY and CONTRACTOR may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

   B. If CITY and CONTRACTOR agree to mediation, then after 60 days from such agreement, either CITY or CONTRACTOR may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

   C. CITY and CONTRACTOR shall each pay one-half of the mediator's fees and costs.

5. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party requests a final resolution of disputes.

6. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either CITY or CONTRACTOR may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party requests a final resolution of disputes.

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7. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 16 - INDEMNIFICATION, INSURANCE AND BONDS

1. *Indemnification*

   A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of CONTRACTOR under the Contract or otherwise, CONTRACTOR shall indemnify and hold harmless CITY and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

   B. In any and all claims against CITY or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation hereunder will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

2. *Waiver of Subrogation*

   Insurance Policies, other than Professional Liability, shall include waivers of subrogation in favor of the City.

3. *CONTRACTOR's Insurance*

   Prior to the commencement of Work governed by this Contract, the CONTRACTOR shall obtain, at his/her own expense, insurance as specified below, which are made part of this Contract. CONTRACTOR shall ensure that the insurance obtained will extend protection to all Subcontractors engaged by CONTRACTOR. As an alternative, CONTRACTOR may require all Subcontractors to obtain insurance consistent with the below requirements. This insurance must name CITY as an additional insured, except for with respect to Worker's Compensation Coverage.

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CONTRACTOR will not be permitted to commence work governed by this Contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to CITY as specified below. Delays in the commencement of work, resulting from the failure of CONTRACTOR to provide satisfactory evidence of the required insurance, will not extend deadlines specified in this Contract and any penalties and failure to perform assessments will be imposed as if the Work commenced on the specified date and time, except for CONTRACTOR's failure to provide satisfactory evidence.

All insurance required by this Contract must be obtained by an insurance company or companies that are duly licensed and/or authorized to do business in the State of Florida. Insurers must have at least a Policy Holders Rating of A-, and Financial Rating of at least IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the CITY in writing.

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

CONTRACTOR shall name "City of Treasure Island" as a certificate holder and/or as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide CITY with proof of same.

4. *Loss Deductible*

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

5. *Subcontractor's Insurance*

CONTRACTOR shall ensure that any Subcontractor(s), hired to perform any of the Work, maintain the same Insurance requirements set forth herein. In addition, CONTRACTOR shall maintain proof of same on file and made readily available upon request by CITY.

6. *Certificate of Insurance*

CONTRACTOR agrees to promptly provide CITY with proof of insurance coverage as follows:

- The name of the insured CONTRACTOR, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to CITY and a copy to Engineer at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- Certification of Insurance must be in the form as approved by CITY and such Certificate must clearly state all the coverage's required in this Article:
- If requested by CITY, CONTRACTOR shall promptly furnish complete certified copies of his and his Subcontractor's insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by CONTRACTOR or by any of its representatives that indicate less coverage than required by the

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Contract Documents does not constitute a waiver of CONTRACTOR's obligations to fulfill the requirements of this Article.

CITY, at its sole discretion, has the right to request certified copies of any and all insurance policies required by this Contract and CONTRACTOR agrees to promptly produce such requested documents.

7. *Worker's Compensation Insurance*

CONTRACTOR shall take out and maintain, during the life of this Contract, Workers' Compensation and Employer's Liability Insurance for all his employees connected with the Work of this Project, and in case any Work is sublet, CONTRACTOR shall require the Subcontractor similarly to provide Workers' compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. Such insurance must comply with the Florida Workers' compensation Law. In case any class of contract at the Project Site is not protected under the Workers' Compensation Statute, CONTRACTOR shall provide adequate insurance, satisfactory to CITY for the protection of employees not otherwise protected. The limits must be statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

8. *Liability Insurance*

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

Commercial General Liability:

- Minimum Coverage is $1,000,000 including a separate project aggregate limit of $5,000,000 for the Contract.
- Coverage must include premises, operations, products, completed operations, independent CONTRACTORs, contractual liability covering this Contract, contracts and leases, broad form property damage coverage's, personal injury and bodily injury.
- CONTRACTOR is required to continue to purchase products and completed operations coverage for Work performed under this Contract for minimum of three (3) years following Substantial Completion.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it will not be more restrictive than the underlying insurance policy coverage's.

Commercial Automobile Liability:

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

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9. *Performance, Payment, and Other Bonds*

For any Work Order greater than $100,000, CONTRACTOR shall furnish a performance bond and a payment bond, each in an amount at least equal to the Work Order amount, as security for the faithful performance and payment of all of CONTRACTOR's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in the Contract, whichever is later, except as provided otherwise by laws or regulations, the Supplementary Conditions, or other specific provisions of the Contract. CONTRACTOR must also furnish such other bonds as are required in this Contract.

All bonds must be in the form prescribed by the Contract except as provided otherwise by laws or regulations, and will be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

CONTRACTOR shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

If the surety on a bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then CONTRACTOR shall promptly notify CITY and Engineer and must, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

If CONTRACTOR has failed to obtain a required bond, CITY may exclude CONTRACTOR from the Project Site and exercise CITY's termination rights under Article 9.

Upon request, CITY shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

ARTICLE 17 - MISCELLANEOUS PROVISIONS

1. *Interest on Judgments*: In the event of any disputes between the parties to this Contract occurs, including without limitation to their assignee and or assigns arising out of or relating in any way to this Contract which results in litigation and a subsequent adjustment award or decree against either party, it is agreed that an entitlement post judgment interests to either party and/or their attorneys shall be fixed by the proper Court at a rate of 5% per annum, simple interest. Under no circumstances will either party be entitled to pre-judgment interest. The parties expressly acknowledge and to the extent allowed by law, hereby opt out of any provision of Federal or State Statutes not in agreement with this.

2. *Assignment of Contract*: Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may

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become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the CITY may assign this Contract to the State of Florida for any political subdivision, municipality, special district, or authority thereof without CONTRACTOR's consent and without recourse.

3. *Successors and Assigns*

   A. CITY and CONTRACTOR each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

   B. This Contract is solely for the benefit of the parties and no right or privilege or cause of action shall by reason hereof accrue upon to, or for the benefit of any third party. Nothing in this Contract is intended or will be construed to confer upon or give any person, corporation, partnership, trust, private entity, or agency any right, remedy, or claim under or by reason of this Contract or any provisions or conditions of this Contract.

4. *Severability*

   A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

   B. Neither the validity of this Contract nor the validity of any portion of it may be challenged by any party to this Contract, and each party waives any right to initiate such challenge. Furthermore, if this Contract or any portion is challenged by a third party in a judicial, administrative, or appellate proceeding (each party covenanting with the other party not to initiate, encourage, foster, promote, cooperate with or acquiesce to such challenge), the parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decisions invalidating this Contract or portion thereof.

5. *Contractor's Certifications*

   A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

      1) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

      2) "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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3) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

B. CONTRACTOR shall pay promptly and before final payment, any claims or liens incurred in and about this work, and to execute a Contractor's affidavit for final payment.

6. *Notices*

A. All notices required or made pursuant to this Agreement shall be made in writing and sent electronically to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered, sent by certified mail, return receipt requested addressed to the following:

If to CITY:
City of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33706
Attn: City Manager
With required copy to:
Anthony Sabatini, City Attorney
Sabatini Law Firm, P.A.
1601 E. 1st Ave.
Mount Dora, FL 32757

If to CONTRACTOR:
BCS Construction Group LLC
8130 66th St. N, Suite 10
Pinellas Park, FL 33781

7. *Limitation of Liability*

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

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

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8. *Other Provisions*

A. E-verify - CONTRACTOR shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Contract. CONTRACTOR shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Contractor. Contractor may not enter into a contract with a subcontractor to perform work under this Contract unless and until the subcontractor registers with and uses the E-Verify system. If CONTRACTOR enters into a contract with a subcontractor to perform work under this Contract, CONTRACTOR must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR must maintain copies of all such affidavits for the duration of this Contract. CITY may terminate this Contract 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 Contract 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 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 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 CITY as a result of the termination of the Contract.

B. CITY and CONTRACTOR agree that this Contract shall be governed by applicable Florida Law. Venue for any legal action in connection with this Contract shall be in the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County. In any claim dispute procedure or litigation arising from this Contract, each party shall be solely responsible for paying its attorney's fees and costs.

C. Each party to this Contract has had the benefit of representation by counsel and equal input into drafting this Contract such that no provision of this Contract shall be strictly construed against one party as the draft of the Contract.

D. The headings and captions of articles, sections and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

E. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by CONTRACTOR on behalf of CITY, CONTRACTOR shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by CITY to perform the work contemplated by this Contract; (b) upon request from CITY's custodian of public records, provide 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

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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 CITY in accordance with (d) below; and (d) upon completion or termination of this Contract, (i) if CITY, in its sole and absolute discretion, requests that all Public Records in possession of CONTRACTOR be transferred to CITY, CONTRACTOR shall transfer, at no cost, to CITY, all Public Records in possession of CONTRACTOR within thirty (30) days of such request or (ii) if no such request is made by CITY, CONTRACTOR shall keep and maintain the Public Records required by CITY to perform the work contemplated by this Contract. If CONTRACTOR transfers all Public Records to 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 CITY and provide 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 CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology of 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, CITY may terminate this Contract and/or pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which CONTRACTOR is acting on behalf of 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: City Clerk, (727) 547-4575 ext. 229; cityclerk@mytreasureisland.org, and City Hall, 10451 Gulf Blvd., Treasure Island, FL, 33706.

F. This Agreement sets forth the entire agreement between the Parties as to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, bids, and/or understandings. There are no understandings, representations, warranties, or agreements with respect to the subject matter hereof unless set forth explicitly in this Agreement.

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

H. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

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I. CITY stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if CITY is the party that has furnished said General Conditions, then CITY has plainly shown all modifications to the standard wording of such published document to CONTRACTOR, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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

Notary Public State of Florida
Kara L. Antonelli
My Commission HH 082883
Expires 6/2/2029

County of Pinellas, State of FL
4th day of November 2025

As To
CONTRACTOR

BCS Construction Group LLC
(name of corporation or business)

BY: President
(title of authorized corporate officer or individual)

WITNESS:

Signature

Kara L Antonelli
Printed Name

Signature

Bruno C. Sequeira
Printed Name

As To
CITY OF TREASURE ISLAND

ATTEST | City Clerk:

Signature

City Manager:

Signature

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CONTRACT AND GENERAL CONDITIONS FOR CONSTRUCTION SERVICES

Solicitation #: 25-017 | SPECIALTY SERVICE CONTRACTOR

This Agreement is made this 18th day of November 2025 by and between the City of Treasure Island, a municipal corporation ("CITY") whose address is 10451 Gulf Boulevard, Treasure Island, FL 33706, and C&D Industrial Maintenance LLC, a corporation authorized to do business in the State of Florida ("CONTRACTOR"), whose FEIN is 83-2737095, who hereby agree as follows:

ARTICLE 1 - DEFINITIONS

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

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

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

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

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

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

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

CITY - The City of Treasure Island, or the City of Treasure Island's authorized representatives.

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

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

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

Contract/Agreement - The agreement between the CITY and the CONTRACTOR as defined by the Contract Documents. This Contract represents the entire agreement between the parties hereto and supersedes any prior negotiations, representations, agreements, or understandings, either written or oral. The original solicitation documents and the CONTRACTOR's documents submitted in response to the solicitation are hereby incorporated and made part of this agreement.

CONTRACTOR - The person or entity identified in the Contract Documents as being responsible for performing the work under the Contract. This CONTRACT does not create an employee/employer relationship between the parties.

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

Contract Documents - Individual documents which collectively comprise the Contract between the CITY and CONTRACTOR, including 1) The Contract between the CITY and CONTRACTOR, 2) Bid Documents including the invitation to bid, instructions to bidders and CONTRACTOR bid package, 3) Drawings, Specifications, Plans, 4) Addenda issued prior to execution of the Contract, 5) Other documents listed in the Contract, and 6) Modifications

issued after execution of the Contract, including: 1) Written amendments to the Contract signed by both parties, 2) Construction Change Orders, and Construction Change Directives.

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

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

Day - As referenced in this Contract "Day" includes all calendar days including weekends, holidays, and days of inclement weather. The word "Day" means a calendar day of 24 hours measured from midnight to the next midnight.

Defective - The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment.

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

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

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

Furnish, Install, Perform, Provide - The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Project Site (or some other specified location) ready for use or installation and in usable or operable condition. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use. If the Contract Documents establish an obligation of CONTRACTOR with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then CONTRACTOR shall furnish and install said services, materials, or equipment complete and ready for intended use.

Liens - Charges, security interest or encumbrances upon Contract related funds, real property, or personal property.

Lump Sum - The Contractor under the Lump Sum Contract is responsible for completing any given project within the agreed fixed cost set forth in the Work Order.

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

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

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

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

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

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

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

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

Project Site - The physical location identified in a Work Order where work is to be accomplished.

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

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

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

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

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

Submittal - Shop drawings, material data, samples and product data required by the Engineer of Record for approval.

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

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

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

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

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

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

Work Order - An individually negotiated document that is executed by both Parties and which authorizes a Project under the terms and conditions of this agreement.

Unit Price Work - Work to be paid on the bases of unit prices.

ARTICLE 2 - TERM

The term of this agreement will span from the effective date for three (3) years with one (1) two-year (2-year) renewal option—upon successful future negotiations for such renewal rates—unless otherwise specified in this agreement.

ARTICLE 3 - PRELIMINARY MATTERS

1. *Delivery of Documents*: When CONTRACTOR delivers the signed Contract to CITY, CONTRACTOR shall also deliver to CITY such bonds and insurance policies, certificates or other documents as CONTRACTOR may be required to furnish in accordance with the Contract Documents.
2. *Copies of Documents*: CITY will furnish to CONTRACTOR one fully executed counterpart of the Contract in electronic portable document format (PDF).
3. *Commencement of Contract Times; Notice to Proceed*: A Commencement Date will be established by CITY and communicated to CONTRACTOR in a Notice to Proceed (NTP) sent by electronic mail to CONTRACTOR not later than 30 calendar days following execution of the Contract, or receipt of proper permits from regulatory agencies having jurisdiction over the project, whichever is later.
4. *Starting the Project*: CONTRACTOR shall start to perform the work on the date when the Work Order commences to run. No Work may be done at the site prior to such date.
5. *Before Starting Construction*

    A. Preliminary Schedules: In keeping with the intent of this contract, CITY will submit individual scopes of work to approved CONTRACTOR(s) requesting quotes and cost estimates. Within 10 days of receipt of such request from CITY, CONTRACTOR shall submit to Engineer or CITY for timely review:

1) a preliminary Construction Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any milestones specified in the Contract;

2) a preliminary Schedule of Submittals; and

3) a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

4) As provided for in Article 8, the Schedule of Values will be reviewed by the Engineer and approved by CITY, and will be used as the basis for reviewing CONTRACTOR's Applications for Payment. The Schedule of Values will include a cost breakdown indexed per the Sections of the Specifications, which shall clearly set forth labor as distinct from materials and from equipment.

6. Preconstruction Conference

Before any Work at a Project Site is started, a conference attended by CITY, CONTRACTOR, Engineer, and others as appropriate may be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 5, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

At this conference CITY and CONTRACTOR each will designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

7. Finalizing Schedules

Before submission of the first Application for Payment a conference attended by CONTRACTOR, CITY, ENGINEER and others as appropriate may be held to finalize the schedules submitted in accordance with the Contract. Any finalized progress schedule will be acceptable to CITY as providing an orderly progression of the Work to completion within the Work Order, but acceptance will neither impose on CITY responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of values will be acceptable to CITY as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

ARTICLE 4 - CONTRACT DOCUMENTS

1. *Intent of Contract Documents*

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

B. It is the intent of the Contract to create a more streamlined process for the repair and/or maintenance of CITY facilities by utilizing small- to medium-sized Work Orders issued to qualified CONTRACTOR(s). CONTRACTOR is responsible for the construction and coordination of the parts of the Project, and all systems provided shall be completely compatible and fully functional without additional cost to the CITY.

C. Unless otherwise stated in the Contract, if there is a discrepancy between the electronic version of the Contract (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. Each and every provision of law and clause required by law to be inserted in this Contract is deemed to be inserted in this Contract, and will be read and enforced as though they were included in this Contract, and if through mistake or otherwise, any such provision is not included, or if not correctly inserted, then upon the application of either party, the Contract Documents will be physically amended to make such insertion.

2. *Reuse of Documents*

A. Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with CITY will have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of CITY and Engineer and specific written verification or adaptation by Engineer; or have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without CITY's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph will survive final payment, or termination of the Contract. Nothing in this Contract will preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

3. *References and Manuals*

A. Reference in the Contract Documents to standard specification manuals, reference standards, or codes of any technical society, organization, or association, to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

B. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of CITY, CONTRACTOR, or Engineer, or any of their Subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to CITY or Engineer any duty or authority to supervise or

direct the performance of the Work, or any duty to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

ARTICLE 5 - SCOPE OF WORK

CONTRACTOR shall execute the entire Work described in the Procurement and Contract Documents, as directed by any Work Order duly authorized as described herein.

ARTICLE 6 - CONTRACT AMOUNT

CITY will pay CONTRACTOR based on the respective hourly rates and material markups subject to individual Work Orders issued by CITY.

ARTICLE 7 - SUBSTANTIAL COMPLETION DATE AND DELAYS

1. CONTRACTOR shall commence work on the date indicated on the individual approved Work Order, or on another timeline agreed to by both PARTIES. CONTRACTOR shall achieve Substantial and Final Completion of Work as indicated on the individual approved Work Order, subject to authorized adjustments in the Contract Documents.
2. Time limits herein stated in the Contract Documents or Work Orders are of the essence of the Contract. By executing the Contract, CONTRACTOR confirms that they will provide a reasonable period of time to perform the Work before the authorization of any Work Order.
3. CONTRACTOR shall carry on the Work and adhere to the Construction Schedule during all disputes or disagreements with CITY. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as may be permitted herein, or as CITY and CONTRACTOR may otherwise agree to in writing.
4. If CONTRACTOR's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of CITY, CONTRACTOR, and those for which they are responsible, then CONTRACTOR may be entitled to an equitable adjustment in Work Order deadlines. CONTRACTOR's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to CONTRACTOR's ability to complete the Work within the Contract Times. Such an adjustment will be the CONTRACTOR's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include, but are not limited to, the following:
    A. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
    B. Abnormal weather conditions;
    C. Acts or failures to act of utility; and
    D. Acts of war or terrorism.
5. No delay will entitle CONTRACTOR to an increase of the Contract Amount except where CITY or Engineer acted in bad faith to prevent the progress of Work. CONTRACTOR acknowledges that in agreeing to the

Contract Amount, it has assessed the potential impact of the limitations of this section on its ability to recover additional compensation in connection with a Work delay or interference and CONTRACTOR agrees that the limitations will apply, regardless of the accuracy of CONTRACTOR's assessment or actual costs incurred by CONTRACTOR in connection with any such delays or interference.

ARTICLE 8 - LIQUIDATED DAMAGES/SPECIAL DAMAGES

1. *Liquidated Damages*

   A. CONTRACTOR and CITY recognize that time is of the essence and that CITY will suffer direct financial and other losses if the Work is not completed within the Work Order times, plus any extensions thereof allowed in accordance with the contract. The parties also recognize the delays, expense, and difficulties involved improving in a legal or arbitration proceeding, the actual loss suffered by CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as penalty):

   B. Substantial Completion: CONTRACTOR shall pay CITY $300 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified for Substantial Completion, until the Work is substantially complete.

   C. Completion of Remaining Work: After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Work Order times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, CONTRACTOR shall pay CITY $500 for each day that expires after such time until the Work is completed and ready for final payment.

   D. CITY may deduct liquidated damages as described in this section from any unpaid amounts due to CONTRACTOR under this Contract.

   E. Any liquidated damages not deducted or set-off from any unpaid amounts due to CONTRACTOR shall be payable to CITY, at the demand of CITY, together with interest from the date of the demand at the maximum allowed interest rate.

2. *Special Damages*

   A. In addition to the amount provided for liquidated damages, CONTRACTOR shall reimburse CITY: (1) for any fines or penalties imposed on CITY as a direct result of the CONTRACTOR's failure to attain Substantial Completion, and (2) for the actual costs reasonably incurred by CITY for engineering, construction observation, inspection, and administrative services needed after the time for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

   B. After CONTRACTOR achieves Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work, CONTRACTOR shall reimburse CITY for the actual costs reasonably incurred by CITY for engineering, construction observation, inspection, and administrative services needed after the time specified for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 9 - PAYMENTS

1. *Progress Payments*

   A. The Schedule of Values will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to CITY or Engineer. Any progress payments for Unit Price Work will be based on the number of units completed.

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

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

   D. Provided an Application for Payment is received by CITY or Engineer not later than the 15th day of the month, CITY shall make payment to CONTRACTOR not later than the last day of the month. If a valid Application for Payment is received by CITY or Engineer after the Application date fixed above, payment will be made 30 days after the Engineer received the Application for Payment.

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

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

      - Take that portion of the Contract Amount properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Amount allocated to that portion of the Work in the Schedule of Values.
      - Subtract the aggregate of previous payments made by the CITY.

   G. The progress payment will be further modified under the following circumstances:

      - Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to 90% of the Contract Amount less such amounts as the Engineer and CITY determined for incomplete Work and unsettled claims.

   H. Please note that some portion of the Contract Amount may be paid from the proceeds of a grant, loan, or revenue bonds (hereinafter “funding”) obtained by the CITY for this Work and the funding documents may impose certain conditions, limitations, procedures, and restrictions. CONTRACTOR shall coordinate with CITY and Engineer in order to comply with the conditions, limitations, procedures, and restrictions that related to the delivery of materials, the Work, applications for payment, and other matters concerning the administration of the Contract.

2. *Final Inspection and Payment*

   A. *Final Inspection*: Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete and if so required, Engineer will promptly make a final inspection with CITY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals

that the Work, or agreed portion thereof, is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

B. *Final Payment*: Final payment, comprising the entire unpaid balance of the Contract Amount, will be made by CITY to CONTRACTOR when the Contract has been fully performed and accepted by CITY. Furthermore, payment will be made within 30 days of CITY receiving a final Certificate of Payment from Engineer. CONTRACTOR's acceptance of final payment from CITY will constitute a full waiver and release by CONTRACTOR of all claims against CITY arising out of or related to the Project.

3. *CONTRACTOR Applications for Payment*

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

B. Applications for Payment shall not include:

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

C. The Application for Payment will also be accompanied by a bill of sale, invoice or other documentation warranting CITY has received the materials and equipment free and clear of all Liens (in the form of a waiver and release as contemplated in Chapter 713 of the Florida Statutes), and evidence that the materials and equipment are covered by appropriate property insurance, warehouse bond, or other arrangements to protect CITY's interest therein, all of which must be satisfactory to CITY.

D. CONTRACTOR shall furnish evidence that payment received on the basis of materials and equipment not incorporated and suitably stored on Project Site has in fact been paid to the respective supplier(s) in the form of a waiver and release as contemplated by Chapter 713 of the Florida Statutes within 30 days of payment by the CITY. Failure to provide such evidence of payment may result in the withdrawal of previous approval(s) and removal of the cost of related materials and equipment from the next submitted Application for Payment.

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

5. *Criteria for Withholding a Certificate for Payment*: Engineer or CITY may withhold a Certificate for Payment in whole or in part if in CITY's opinion, CONTRACTOR representations to CITY are not supported. If CONTRACTOR and CITY cannot agree on a revised amount, CITY will promptly issue a Certificate of

Payment for the amount to which CITY is able to certify payment. Certification may be withheld for these reasons:

- Defective Work not corrected;
- Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;
- Damages owed to CITY or others;
- Evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or estimated Liquidated Damages;
- Persistent failure to carry out the Work in accordance with the Contract Documents;
- CONTRACTOR failed to provide and maintain required bond or insurance;
- CONTRACTOR has failed to take reasonable and customary measurers to avoid damage, delay, disruption, and interference with other work at or adjacent to the Project Site;
- CITY has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
- An event that would constitute a default by CONTRACTOR and therefore justify a termination for cause has occurred; or
- Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific bond satisfactory to CITY to secure the satisfaction and discharge of such Liens.

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

6. *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to CITY free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than the time of payment by the CITY.

B. No material or supplies for Work may be purchased by the CONTRACTOR or Subcontractor subject to any title mortgage or under any conditional sale contract or any other agreement by which an interest is retained by the Seller. CONTRACTOR warrants that CONTRACTOR has good title to all materials and supplies used by CONTRACTOR in the Work, free from all liens, claims, or encumbrances.

C. CONTRACTOR shall defend, indemnify, and save CITY and Engineer harmless from all claims (including but not limited to expert fees, and attorneys' fees and costs) growing out of the lawful demand the Subcontractors, Suppliers, laborers, workman, mechanics, material men and furnishers and machinery and parts thereof, equipment, power tools, and all supplies incurred in the furtherance of the performance of this Contract. CONTRACTOR shall, at CITY's request, furnish satisfactory evidence that all applications of the nature here and above designated have been paid, discharged, or waived. If CONTRACTOR fails to do so, then CITY may, after having served written notice on said CONTRACTOR, either pay unpaid bills in which CITY has written notice direct, or withhold from CONTRACTOR's unpaid compensation a sum of money deemed reasonable sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon

payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract, but in no event will the provisions of this sentence be construed to impose any obligations upon the CITY to either CONTRACTOR or CONTRACTOR Surety. In paying any unpaid bills of the CONTRACTOR, CITY will be deemed the agent of the CONTRACTOR and any payment so made by the CITY will be considered a payment made under the Contract by CITY to CONTRACTOR and CITY will not be liable to CONTRACTOR for any such payment made in good faith.

7. *Substantial Completion of a Designated Portion*

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

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

8. *Substantial Completion*

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

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

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

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

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

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

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

9. *Final Acceptance and Payment*

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

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

C. Furthermore, neither final payment nor any remaining retainage, will become due until CONTRACTOR executes and presents to CITY a "Certificate of Claims Paid" and "Release of all Claims" form in such a form as may be acceptable to CITY. Acceptance of final payment by CONTRACTOR will comprise a release of all claims under the Contract, and receipt of which acknowledges full and complete payment for all Work done, materials and equipment furnished, and damages or claims arising under this Contract.

D. Application for Final Payment:

1) After CONTRACTOR has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Article 11,3,J), and other documents, CONTRACTOR may make application for final payment.

2) The final Application for Payment must be accompanied (except as previously delivered) by:

i. All documentation called for in the Contract Documents;

ii. Consent of the surety, if any, to final payment;

iii. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to CITY free and clear of any liens or other title defects, or will so pass upon final payment;

iv. A list of all disputes that CONTRACTOR believes are unsettled; and

v. Complete and legally effective releases or waivers (satisfactory to CITY) of all lien rights arising out of the Work, and of liens filed in connection with the Work.

3) CONTRACTOR must furnish receipts or releases in full and an affidavit of CONTRACTOR that: (a) the releases and receipts include all labor, services, material, and equipment for which a lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which CITY might in any way be responsible, or which might in any way result in liens or other burdens on CITY's property, have been paid or otherwise satisfied. If any Subcontractors or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a bond or other collateral satisfactory to CITY to indemnify CITY against any lien, CITY at its option may issue joint checks payable to CONTRACTOR and specified Subcontractors and Suppliers.

10. *Corrective Period*

A. If within one year from the date of final Completion (or such longer period of time as may be prescribed by an individual Work Order, or by any specific provision of the Contract Documents), any Work that is found to be defective, or if the repair of any damages to the Project Site, adjacent areas that CONTRACTOR has arranged to use through construction easements or otherwise, and other adjacent areas used by CONTRACTOR as permitted by laws and regulations, is found to be defective, then CONTRACTOR shall promptly, without cost to CITY and in accordance with CITY's written instructions:

1) Correct the defective repairs to the Project Site or such other adjacent areas;

2) Correct the defective Work;

3) If the defective Work has been rejected by CITY, remove it from the Project and replace it with Work that is not defective; and

4) Satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If CONTRACTOR does not promptly comply with the terms of CITY's written instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective Work corrected or repaired or may have the rejected Work removed or replaced. CONTRACTOR shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the corrective period hereunder with respect to such

Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph are in addition to all other obligations and warranties. The provision of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

11. *Preferred Method of Payment*: CITY encourages vendors to register for payments to CONTRACTOR(s) to be made via Electronic Funds Transfer (EFT).

ARTICLE 10 - TERMINATION OR SUSPENSION OF THE CONTRACT

1. *CITY May Suspend Work*: At any time and without cause CITY may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to CONTRACTOR and Engineer. Such notice will state Work is suspended and will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be entitled to an adjustment in the Work Order for an extension of time directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

2. *Termination by the CONTRACTOR*: CONTRACTOR may terminate the Contract if the Work is stopped for a period of 90 days or longer only for the following reasons:

   - Issuance or a Stop Work Order by a court or regulatory agency having jurisdiction over the project; or
   - An act of government making materials or labor unavailable.

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

3. *Termination by CITY for Cause*

   A. The occurrence of any one or more of the following will constitute a default by CONTRACTOR and justify CITY's termination for cause:

      - CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficiently skilled workers or suitable materials or equipment, of failure to adhere to the Progress Schedule);
      - Failure of CONTRACTOR to perform or otherwise to comply with a material term of the Contract Documents;
      - CONTRACTOR's disregard of laws or regulations of any public body having jurisdiction; or
      - CONTRACTOR's repeated disregard of the authority of CITY or Engineer;

   B. If one or more such events occur, then after giving CONTRACTOR (and any surety) 10 days' written notice that CITY is considering a declaration that CONTRACTOR is in default and termination of the Contract, CITY may proceed to:

      - Declare CONTRACTOR to be in default, and give CONTRACTOR (and any surety) written notice that the Contract is terminated, and

- Enforce the rights available to CITY under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if CITY has terminated the Contract for cause, CITY may exclude CONTRACTOR from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which CITY has paid CONTRACTOR but which are stored elsewhere, and complete the Work as CITY may deem expedient.

D. CITY may not proceed with termination of the Contract if CONTRACTOR within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If CITY proceeds, 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 cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by CITY, such excess will be paid to CONTRACTOR. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, CONTRACTOR shall pay the difference to CITY. Such claims, costs, losses, and damages incurred by CITY will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, CITY shall not be required to obtain the lowest price for the Work performed.

F. Where CONTRACTOR'S services have been so terminated by CITY, the termination will not affect any rights or remedies of CITY against CONTRACTOR then existing or which may thereafter accrue, or any rights or remedies of CITY against CONTRACTOR or any surety under any payment bond or performance bond. Any retention or payment of money due CONTRACTOR by CITY will not release CONTRACTOR from liability.

G. If and to the extent that CONTRACTOR has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions in this section.

4. *Termination by the CITY for Convenience*

A. Upon 7 days' written notice to CONTRACTOR and Engineer, CITY may, without cause and without prejudice to any other right or remedy of CITY, terminate the Contract.

B. In the event of termination for convenience by CITY, CONTRACTOR shall be paid for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination and Termination Expenses. Termination Expenses are those reasonable expenses directly attributable to termination (such as demobilization costs). CONTRACTOR is not entitled to direct, indirect, or consequential damages, or other damages for loss from and including, but not limited to economic loss, loss of anticipated profits, idle equipment expenses, interest or carrying costs, overhead expenses, loss of efficiency, or loss of productivity.

ARTICLE 11 - EXECUTION OF THE PROJECT

1. Obligations of Engineer

A. *Engineer as CITY's Representative*

1) Engineer will provide project management services and may serve as CITY's representative during any Work, and until final payment is certified. Engineer will consult with and advise CITY. Engineer will have the authority to act on behalf of CITY only to the extent as provided in the Contract documents.

2) Engineer specifically assumes no duty or responsibility which may be construed as being for the benefit of and thereby enforceable by other parties providing labor, materials or services in connection with the Work such as, though not limited to, CONTRACTOR, Subcontractor, Sub-subcontractors, their agents, employees, or any of their bonding companies, it being understood that Engineer's obligations are to CITY, and in performing such obligations Engineer may consequently alter the burdens and expense of such other parties. CONTRACTOR is not entitled to additional costs associated with Engineer's performance of his/her duties unless otherwise provide in the Contract. CITY and CONTRACTOR must communicate through Engineer when applicable, and communications by and with Engineer and Engineer's consultants must be through Engineer. Communications by and with Subcontractors and Suppliers must be through CONTRACTOR. Communication by and with other contractors working on the site which are not parties to this Contract must be through CITY.

B. *Monitoring Progress, Quality and Compliance with Contract Requirements*

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

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

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

C. *Review and Approval of CONTRACTOR's Submittals*

1) Engineer may review and approve CONTRACTOR's Submittals, such as Shop Drawings and product Samples, for the limited purpose of checking for compliance with the Contract Documents.

Engineer's review does not relieve CONTRACTOR of his obligations under the Contract to comply with the plans and specifications.

2) Engineer's approval of a submittal which contains a deviation which has not been specifically called to Engineer's attention excludes approval of that deviation and will not serve as a waiver of the rights of Engineer or CITY unless Engineer makes specific written acceptance of said deviation on Engineer's letterhead or CITY makes specific written acceptance of said deviation on CITY's letterhead. Engineer has the authority to reject work.

D. *Interpret Plans*

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

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

3) Engineer may, as Engineer deems desirable, issue additional drawings or information indicating in greater detail the construction or design of the various parts of the Work; such drawings or information may be affected by field order or other notice to CONTRACTOR, and provided such drawings or information may be affected by field order or other notice to CONTRACTOR, and provided such drawings or information are reasonable consistent with the previously existing Contract Documents, the Work will be executed in accordance with such additional drawings or information without additional cost or extension of the Contract Time. If CONTRACTOR claims additional cost or time on account of such additional drawings or information, CONTRACTOR must give the notice provided in Article 15.

E. *Approving Non-Substantial Deviations*: Engineer will have the authority to order minor changes in the Work not involving adjustments of Contract Amount or Contract Time, and which is not inconsistent with the intent of the Contract Documents. Such changes must be implemented by issuing a Construction Change Directive that will be immediately binding on CONTRACTOR upon receipt.

F. *Certifying Applications for Payment*: Based on Engineer's observations and evaluations of CONTRACTOR's Applications for Payment, Engineer may review amounts due CONTRACTOR and will, upon approval by CITY, issue Certificates for Payments.

G. *Preparing Change Orders*: Engineer may prepare Change Orders for approval by CITY.

H. *Substantial Completion and Acceptance Reviews*: Engineer may conduct inspections as necessary, and if CITY and Engineer find Work substantially complete, establish the date or dates of Substantial Completion and the date of Final Completion. Engineer will receive and forward to CITY for CITY's review, project records, written documents required by the Contract and assembled by CONTRACTOR. Engineer will issue a Final Certificate for Payment upon compliance with requirements of the Contract Documents and acceptance by CITY.

2. Obligations of CITY

A. *Project Manager*: CITY will designate a Project Manager for each Work Order, through which CITY will communicate with Engineer and CONTRACTOR.

B. Information Provided by CITY

1) CITY shall furnish surveys describing physical characteristics of the site, and utility locations, except those utilities that are not owned by CITY.

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

3) CITY will furnish CONTRACTOR, free of charge, a maximum of ten sets of Construction Documents.

C. *Permits*: Unless otherwise provided in a Work Order, CONTRACTOR shall secure and pay for any and all Permits necessary to construct the facilities described by the Contract Documents. CITY may waive any and all charges for permits required by CITY but still requires the full approval of all required permits, regardless of the applicable regulatory permitting entities.

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

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

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

G. *Approving Substantial Deviations*: CITY's written approval is required for all changes in the Work involving:

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

A Change Order signed by CONTRACTOR, Engineer, and CITY will effect such changes.

H. *Replacement of Engineer*: CITY may at its discretion appoint an engineer to replace Engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

I. *Limitations on CITY's Responsibilities*: CITY will not supervise, direct, or have control or authority over, nor be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of

construction; or the safety precautions and programs incident thereto; or for any failure of CONTRACTOR to comply with laws and regulations applicable to the performance of the Work. CITY will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

3. Obligations of CONTRACTOR

A. *Superintendent*: CONTRACTOR shall employ a competent Superintendent or necessary staff who will be the primary point of contact for any Work Order. The Superintendent, or designee, shall represent CONTRACTOR, and communications given to the Superintendent, or designee, will be as binding as if given to CONTRACTOR.

B. *Review of Contract Documents*

1) CONTRACTOR shall carefully review each Work Order and any other information provided by CITY, and will at once report to CITY or Engineer any errors, omissions, or inconsistencies discovered.

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

C. *Review of Field conditions*: CONTRACTOR shall take field measurements and verify field conditions and carefully compare such with the Contract Documents before commencing the Work. Errors, omissions, or inconsistencies discovered must be reported to Engineer at once.

D. *Supervision and Construction Procedures*

1) CONTRACTOR shall perform the Work in accordance with the particular Work Order and Submittals approved by Engineer.

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

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

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

E. *Inspection of Work*: CONTRACTOR is responsible for inspection of portions of the Work already performed under a given Work Order to determine if such portions are in proper condition to receive subsequent Work.

F. *Labor and Materials*

1) CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Work Order. CONTRACTOR shall at all times maintain good discipline and order at the Project Site.

2) Except as otherwise required for the safety or protection of persons or the Work or property at the Project Site or sites adjacent to the Project Site, and except as otherwise stated in the Contract Documents, all Work at the Project Site must be performed during regular working hours, Monday through Friday. CONTRACTOR will not perform Work on a Saturday or Sunday, or any legal holiday. CONTRACTOR may perform Work outside regular working hours or on Saturdays, Sundays or legal holidays only with CITY's written consent.

   (a) Regular working hours will be 7:00 AM to 6:00 PM.

   (b) CITY's legal holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, and Christmas Day.

3) CITY will compensate CONTRACTOR for overtime pay at one-and-a-half (1.5) times the current rate for contracted services as a result of the performance of work on Saturday, Sunday, or any legal holiday; or as overtime on any regular work day outside of regular hours. CITY has indicated that regular working hours are between 7 a.m. and 6 p.m. Any work performed outside regular work hours must be approved by the CITY prior to any such work being performed; failure to adhere to this will result in compensation at the regular rate for such work. However, the regular working hours window does not obligate CONTRACTOR to compel any employee or subcontractor to perform work for more than eight (8) hours within this window. All work performed during regular hours will be billed and compensated at the regular rate, regardless of how many total hours worked on a given day.

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

5) All materials and equipment incorporated into the Work must be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications must expressly run to the benefit of CITY. If required by CITY or Engineer, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. The use of asbestos or asbestos-based fiber materials is prohibited in this Project.

6) All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

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

G. *Warranty*

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

2) CONTRACTOR shall obtain the following guarantee/warranty from the manufacturer of all major pieces of equipment furnished and installed on any project. Such guarantee/warranty must be for the benefit of CITY and be furnished in writing by the manufacturer. CONTRACTOR's and manufacturer's obligations under this provision are in addition to other express or implied warranties under the Contract Documents and under the law and in no way diminish any other right that CITY may have against CONTRACTOR or manufacturer for faulty material, equipment, or work. The warranty period will not be interpreted as a limitation on the time in which CITY can enforce such other duties, obligations, rights, or remedies.

3) The manufacturer warrants and guarantees for a period of one year from the date of Final Completion, or such longer period that may be specified in the Contract Documents, that all materials and equipment furnished and installed will be free from flaws, defects in material and workmanship and shall be in conformance with the Contract Documents.

H. *Indemnification, Insurance and Bonds*: CONTRACTOR is responsible for providing CITY with Indemnification, Insurance, and Bonds as required under Article 16 of this Contract.

I. *Construction Schedule*: Prior to issuance of a Notice to Proceed and as part of their replay to a scope of work/quote request, CONTRACTOR shall prepare and submit to CITY or Engineer a Construction Schedule for the Work. The approved Construction Schedule will be governed by the particular Work Order issued. The Construction Schedule must document major construction activities and tasks, identifying the estimated beginning and ending dates for each identifiable component of the Work. The Construction Schedule must also identify time critical activities or events that could most greatly affect the Construction Schedule. The Construction Schedule will be prepared in sufficient detail as may be acceptable to Engineer. The Construction Schedule will be revised at appropriate intervals as required by conditions of the Work.

J. *Project Records*

1) CONTRACTOR shall maintain the following project records in a safe place at the project site:

- Construction Schedule;
- Plans and Drawings;
- Specifications;

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

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

3) Records must be available to the Engineer and CITY and, with the exception of the Superintendent's Log, must be delivered to the Engineer for submittal to CITY upon completion of a Work Order.

4) Additionally, the Superintendent's Log may also be delivered to the Engineer for submittal to the CITY upon completion of the Work. Additionally, the Superintendent's Log must at a minimum document the dates and times of critical inspections; instructions received from the Engineer; and weather conditions including dates, times and amount of rainfall received.

5) Upon completion of a Work Order, CONTRACTOR must deliver these record documents to Engineer.

K. *Approval of Shop Drawings and Other Submittals*

1) CONTRACTOR shall review, approve and submit to Engineer, Shop Drawings, Product Data, Samples, and other Submittals required by the Contract Documents for approval by Engineer prior to their implementation. CONTRACTOR may not perform any portion of the Work requiring submittal and review of these or similar data until approved by Engineer. Such Work must be accomplished in accordance with approved Submittals.

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

3) By submitting the materials described above to Engineer for approval, CONTRACTOR represents that he has determined and verified:

- All field measurements;

- Field construction criteria related to the Submittals and has checked and verified their compliance with requirements of the Contract Document;
- Suitability of all materials and equipment;
- All information relative to CONTRACTOR's responsibility for means, methods, techniques, sequences, and procedures of construction and safety precautions; and
- CONTRACTOR will not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or other Submittals. CONTRACTOR will not be relieved of responsibility for deviations from the requirements of the Contract Documents unless the Engineer makes specific written acceptance of said deviations on the Engineer's letterhead.

4) If CONTRACTOR requests a change of a previously approved submittal item, CONTRACTOR will be responsible for Engineer's charges to CITY for its review time, and CITY may impose a set-off against payments due to CONTRACTOR to secure reimbursement for such charges, unless the need for such change is beyond the control of CONTRACTOR.

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

M. Limitation on Use of Project Site and Other Areas

1) CONTRACTOR shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Project Site, adjacent areas that CONTRACTOR has arranged to use through construction easements or otherwise, and other adjacent areas permitted by laws and regulations, and will not unreasonably encumber the Project Site and such other adjacent areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for (a) damage to the Project Site; (b) damage to any such other adjacent areas used for CONTRACTOR's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of CONTRACTOR or those for which CONTRACTOR is responsible.

2) If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of CONTRACTOR or those for which CONTRACTOR is responsible, CONTRACTOR shall (a) take immediate corrective or remedial action, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by laws and regulations, indemnify and hold harmless CITY and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all

fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such CITY or occupant against CITY, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, CONTRACTOR's performance of the Work, or because of other actions or conduct of CONTRACTOR or those for which CONTRACTOR is responsible.

N. *Cleanup of Project Site*: CONTRACTOR shall keep the premises and surrounding area reasonably free or rubbish, waste materials, or debris caused by operations of the Contract. At completion of the Work, CONTRACTOR shall remove from and about the Project Site, waste materials, rubbish, tools, construction equipment, machinery, and surplus materials to CITY's satisfaction. Should CONTRACTOR fail to clean up as provided in the Contract Documents, CITY may do so and the cost charged to CONTRACTOR though a deductive Change Order or Construction Change Directive.

O. *Observations and Inspections*

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

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

3) If a portion of the Work has been covered for which CITY or Engineer has not specifically requested prior to observation, Engineer may request to see such Work and CONTRACTOR shall uncover it. If such Work has been completed in accordance with the Contract Documents, the cost for uncovering and replacement will be borne by CITY and implemented through a Change Order recommended by Engineer and approved by CITY. If such Work was inspected and found not to be in conformance with the Contract Documents, CONTRACTOR shall pay the cost of uncovering and replacement without a change in Contract Time.

P. Correcting Rejected Work

1) CONTRACTOR shall promptly correct Work rejected by Engineer for failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. CONTRACTOR shall bear the costs of correcting such Work, including costs for additional testing and inspections, compensation for any additional design or necessary administrative costs, fines levied against CITY by governmental authorities because the Work is defective, and the costs of repair or replacement of Work of others resulting from defective Work. Prior to final payment, if CITY and CONTRACTOR are unable to agree as to the measure of such claims, costs, losses and damages resulting from defective Work, then CITY may impose a reasonable set-off against payments due under Article 9.

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

3) If CONTRACTOR fails to correct nonconforming Work, within a reasonable time, CITY may complete the work in accordance with the provisions in Article 10(B)(5) of this Contract.

4) In exercising the rights and remedies under this paragraph, CITY shall proceed expeditiously. In connection with such corrective or remedial action, CITY may exclude CONTRACTOR from all or part of the Project Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, and incorporate in the Work all materials and equipment stored at the Project Site or for which CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow CITY, CITY's representatives, agents and employees, CITY's other contractors, and Engineer and Engineer's consultants access to the Project Site to enable CITY to exercise the rights and remedies under this paragraph.

5) All claims, costs, losses, and damages incurred or sustained by CITY in exercising the rights and remedies under this paragraph will be charged against CONTRACTOR has set-offs against payments due under Article 9. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

6) CONTRACTOR will not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by CITY of Authority's rights and remedies under this paragraph.

Q. *Acceptance of Non-Conforming Work*: CITY may at its option accept Work that is not in accordance with the requirements of the Contract Documents instead of requiring its removal and correction. In such cases the Work Order amount will be reduced as appropriate and equitable. If the parties are unable to agree as to the decrease in Contract Amount, reflecting the diminished value of Work accepted, then CITY may impose a reasonable set-off against payments due under Article 9. Such adjustment will be effected whether or not final payment has been made. If acceptance of defective Work occurs after Final Payment, CONTRACTOR shall pay an appropriate amount to CITY.

R. *Tests & Inspections*

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

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

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

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

5) Certificates of testing, inspection or approval must be secured by CONTRACTOR and promptly delivered to the Engineer.

S. *Equal Opportunity Employer*: CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

T. Taxes

1) CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the place of the Project which are applicable during the performance of the Work.

2) CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of CITY or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed by CITY in the Contract Documents.

3) To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless CITY and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. This obligation will survive acceptance of the Work under this Contract and termination of the Contract.

U. Laws and Regulations

1) CONTRACTOR shall give all notices required by and will comply with all laws and regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable laws and regulations, neither CITY nor Engineer shall be responsible for monitoring CONTRACTOR's compliance with any laws or regulations. CONTRACTOR agrees to comply with all applicable Federal, State, and local laws, regulations, and ordinances, including, but not limited to, the following:

- Title VI of the 1964 Civil Rights Act.
- Title VII of the 1964 Civil Rights Act, as amended by the Equal Employment Opportunity that prohibits discrimination in employment.
- Age Discrimination Act of 1973.
- Contract Work Hours and Safety Standards Act.
- Section 504 of the Rehabilitation Act prohibiting discrimination in the employment of the handicapped.
- Fair Labor Standards Act.
- Chapter 112, Florida Statutes, prohibiting conflicts of interest in the procurement of contracts with a governmental agency.
- Chapter 119, the Public Records Act.
- Trench Excavation System & Shoring standards adopted by the Department of Labor and Employment Security and related trenching regulations.
- Construction Work Hours and Safety Act (Construction Safety Act).
- Verification of Employment Status (E-Verify), State of Florida Executive Order 11-116
- Scrutinized Businesses, Chapter 287 Sections 133, 134, & 135 of Florida Statutes

2) 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 Contract or are adopted at any time following the execution of his Contract.

3) If CONTRACTOR performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, CONTRACTOR will bear all resulting costs and losses, and will indemnify and hold harmless CITY and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action.

V. *Applicable Licensing*: CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

W. *Safety of Employees and Property*

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

2) CONTRACTOR will not load or permit any part of the construction or Project Site to be loaded so as to endanger its safety. CONTRACTOR shall comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. CONTRACTOR shall notify CITY, owners of adjacent property, utilities, other contractors performing work at or adjacent to the Project Site, when the prosecution of work may affect them, and will cooperate with them in the protection, removal, relocation, and replacement of their property or Work in progress.

3) When use or storage of explosives or equipment or unusual methods is necessary for execution of the Work, CONTRACTOR shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. CONTRACTOR is responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Project Site in accordance with laws or regulations.

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

5) CONTRACTOR shall designate a qualified and experienced safety representative who is a responsible member of CONTRACTOR's organization at the Project Site whose duties and responsibilities will be the prevention of accidents and the maintaining and supervising of safety precautions and programs. This person will be CONTRACTOR's Superintendent unless otherwise designated by CONTRACTOR in writing to CITY and Engineer.

6) CONTRACTOR's duties and responsibilities for safety and protection will continue until such time as all the Work is completed and Engineer has issued a notice to CITY and CONTRACTOR in

accordance with Article 9(4) that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

7) CONTRACTOR's duties and responsibilities for safety and protection shall resume whenever CONTRACTOR or any Subcontractor or Supplier returns to the Project Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

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

ARTICLE 12 - SUBCONTRACTORS/SUPPLIERS

1. *Reporting of Proposed Subcontractors*: As part of CONTRACTOR's response to a quote request from CITY for a particular project, or as otherwise provided in the Contract Documents, CONTRACTOR will furnish in writing the names of persons or entities, including Subcontractors, material suppliers, equipment, Suppliers, and fabricators proposed for principal portions of the Work. CITY or Engineer—in consultation with CITY—will promptly inform CONTRACTOR in writing whether or not there are reasonable objections to any of the proposed persons or entities unto which CONTRACTOR proposes utilize. Reasonable objections include a Subcontractor or Supplier who is not licensed, qualified or certified as required by State Law.

   A. No acceptance by CITY of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, will constitute a waiver of the right of CITY to the completion of the Work in accordance with the Contract Documents.

   B. CONTRACTOR is fully responsible to CITY and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions.

   C. CONTRACTOR is solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

   D. CONTRACTOR shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or CITY, except through CONTRACTOR or in case of an emergency, or as otherwise expressly allowed herein.

   E. CITY may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to CONTRACTOR on account of Work performed for CONTRACTOR by the particular Subcontractor or Supplier.

   F. Nothing in the Contract Documents:

      1) will create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between CITY or Engineer and any such Subcontractor, Supplier, or other individual or entity; or

2) will create any obligation on the part of CITY or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by laws and regulations.

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

3. *Removal of Subcontractors*: CONTRACTOR may change a Subcontractor, person, or entity previously selected unless CITY makes reasonable objection to such change. Such requests must be approved by CITY prior to any work being performed by any new entity.

4. *Subcontractors Bound by Contract Documents*:

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

   B. Each subcontract must preserve and protect the right of CITY under the Contract Documents with respect to the Work to be performed by the Subcontractor so the subcontracting will not prejudice such rights and will allow the Subcontractor, to the extent provided in the Contract Documents, the benefit of all rights, remedies and redress against CONTRACTOR that CONTRACTOR has against CITY.

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

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

      - Assignment is effective only after termination of the Contract by CITY for cause pursuant to Article 10(3) of this Contract.
      - Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

4. *Subcontractor Payment*:

   A. Unless otherwise provided by law, within 10 days after CONTRACTOR's receipt of payment, CONTRACTOR will remit payment due to the Subcontractor for labor, services, and material furnished.

B. If Subcontractor receives payment from CONTRACTOR for labor, service, or material furnished by Subcontractors and Suppliers hired by the Subcontractor, Subcontractor shall remit payment due to those subcontractors and Suppliers within 7 days of subcontractor's receipt of payment.

ARTICLE 13 - CONSTRUCTION BY CITY OR SEPARATE CONTRACTORS

1. *CITY's Right to Perform Construction*: CITY reserves the right to perform construction or operations related to any project outside the scope of this Contract with CITY's own forces and to award separate Contracts in connection with other portions of the Project not covered under the scope of this Contract.
2. *CITY to Provide Coordination*: CITY shall provide for coordination of activities of the CITY's own forces and for the other contractors under a separate agreement to provide construction services on the Project Site. If part of CONTRACTOR's Work depends upon prior Work performed by CITY or other separate contractors, CONTRACTOR shall, prior to proceeding with that portion of the Work, promptly report to Engineer apparent discrepancies or defects in other such construction that would render it unsuitable for the proper execution and results of CONTRACTOR's Work. Failure of CONTRACTOR to so report will constitute an acknowledgment that CITY's previously completed construction is fit and proper to receive CONTRACTOR's Work.

ARTICLE 14 - AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

1. *Contract Held Valid*: Changes in the Work may be accomplished after execution of the Contract without invalidating the Contract where they are documented by a Construction Change Directive executed in accordance with this Contract.
2. *Construction Change Directive*: A Construction Change Directive prepared and signed by Engineer will direct all changes in the Work. A Construction Change Directive signed by CONTRACTOR indicates agreement of CONTRACTOR with the actions specified in the Directive, including the inclusion or absence of an adjustment in Contract Amount or Contract Time or the method for determining them. Construction Change Directives will be issued using AIA Form G714.
3. *Construction Change Order*: In addition to a Construction Change Directive, a Construction Change Order will be required wherever the issuance of a Construction Change Directive would involve a change in:
   - Work Order Amount;
   - Work Order Time; or
   - The intent of the Contract Documents or Work Order.

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

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

4. *Changes in Contract Amount*: Only a Construction Change Order will grant changes in Contract Amount. Claims for disputes concerning the Contract Amount will be determined in accordance with Article 15 of this Contract.

5. *Cost of Work*

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

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

   CONTRACTOR shall require all Subcontractors and Suppliers to comply with all requirements of, and provide itemizations of all claims in accordance with, this Article.

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

   B. The term "Cost of Work" or "Direct Cost" will not include any of the following:

   - Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership or sole proprietorships), general managers, engineers, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR whether at the Project Site or in its principal or branch office for general administration of the Change Order Work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by CONTRACTOR's allowance for overhead and profit.
   - Extraordinary fringe benefits not specifically identified, above.

- Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the job site.
- Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital used for the Change Order Work and charges against CONTRACTOR for delinquent payments.
- Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including, but not limited to, the correction for defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included above in Subsection A.

6. *Changes in Contract Time*: Only construction Change Order will grant changes in Contract Time. Claims for disputes concerning Contract Time will be determined in accordance with Article 15 of this Contract.

7. *Changes in Contract Time Due to Weather Conditions*: CONTRACTOR shall consider climatic conditions in preparing the Construction Schedule and must anticipate periods where work may not be practical due to adverse weather conditions.

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

8. *CONTRACTOR's Obligation to Comply with Construction Change Directives*: Upon receipt of a Construction Change Directive, CONTRACTOR shall promptly proceed with the change in the Work. CONTRACTOR shall promptly comply with the Construction Change Directive whether or not a Change Order has been executed.

9. *Effective Date of Change Orders*: Change Orders will become effective immediately upon execution by CONTRACTOR, Engineer, and CITY.

10. *Notification to Surety*: If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Amount or Contract Times), the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 15 - CLAIMS AND DISPUTES

1. *Claims Process*: The following disputes between CITY and CONTRACTOR are subject to the Claims process set forth in this article:

   - Appeals by CITY or CONTRACTOR of Engineer's decisions regarding Change Proposals;

- CITY demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
- Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
- Any dispute arising after Engineer has issued a written recommendation of final payment.

2. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by CONTRACTOR seeking an increase in the Contract Times or Contract Price, CONTRACTOR shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of CONTRACTOR'S knowledge and belief the amount of time or money requested accurately reflects the full amount to which CONTRACTOR is entitled.
3. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
4. *Mediation*
   A. At any time after initiation of a Claim, CITY and CONTRACTOR may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
   B. If CITY and CONTRACTOR agree to mediation, then after 60 days from such agreement, either CITY or CONTRACTOR may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
   C. CITY and CONTRACTOR shall each pay one-half of the mediator's fees and costs.
5. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party requests a final resolution of disputes.
6. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either CITY or CONTRACTOR may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party requests a final resolution of disputes.

7. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 16 - INDEMNIFICATION, INSURANCE AND BONDS

1. Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of CONTRACTOR under the Contract or otherwise, CONTRACTOR shall indemnify and hold harmless CITY and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against CITY or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation hereunder will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

2. *Waiver of Subrogation*

Insurance Policies, other than Professional Liability, shall include waivers of subrogation in favor of the City.

3. *CONTRACTOR's Insurance*

Prior to the commencement of Work governed by this Contract, the CONTRACTOR shall obtain, at his/her own expense, insurance as specified below, which are made part of this Contract. CONTRACTOR shall ensure that the insurance obtained will extend protection to all Subcontractors engaged by CONTRACTOR. As an alternative, CONTRACTOR may require all Subcontractors to obtain insurance consistent with the below requirements. This insurance must name CITY as an additional insured, except for with respect to Worker's Compensation Coverage.

CONTRACTOR will not be permitted to commence work governed by this Contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to CITY as specified below. Delays in the commencement of work, resulting from the failure of CONTRACTOR to provide satisfactory evidence of the required insurance, will not extend deadlines specified in this Contract and any penalties and failure to perform assessments will be imposed as if the Work commenced on the specified date and time, except for CONTRACTOR's failure to provide satisfactory evidence.

All insurance required by this Contract must be obtained by an insurance company or companies that are duly licensed and/or authorized to do business in the State of Florida. Insurers must have at least a Policy Holders Rating of A-, and Financial Rating of at least IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the CITY in writing.

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

CONTRACTOR shall name "City of Treasure Island" as a certificate holder and/or as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide CITY with proof of same.

4. *Loss Deductible*

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

5. *Subcontractor's Insurance*

CONTRACTOR shall ensure that any Subcontractor(s), hired to perform any of the Work, maintain the same Insurance requirements set forth herein. In addition, CONTRACTOR shall maintain proof of same on file and made readily available upon request by CITY.

6. *Certificate of Insurance*

CONTRACTOR agrees to promptly provide CITY with proof of insurance coverage as follows:

- The name of the insured CONTRACTOR, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to CITY and a copy to Engineer at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- Certification of Insurance must be in the form as approved by CITY and such Certificate must clearly state all the coverage's required in this Article:
- If requested by CITY, CONTRACTOR shall promptly furnish complete certified copies of his and his Subcontractor's insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by CONTRACTOR or by any of its representatives that indicate less coverage than required by the

Contract Documents does not constitute a waiver of CONTRACTOR's obligations to fulfill the requirements of this Article.

CITY, at its sole discretion, has the right to request certified copies of any and all insurance policies required by this Contract and CONTRACTOR agrees to promptly produce such requested documents.

7. *Worker's Compensation Insurance*

CONTRACTOR shall take out and maintain, during the life of this Contract, Workers' Compensation and Employer's Liability Insurance for all his employees connected with the Work of this Project, and in case any Work is sublet, CONTRACTOR shall require the Subcontractor similarly to provide Workers' compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. Such insurance must comply with the Florida Workers' compensation Law. In case any class of contract at the Project Site is not protected under the Workers' Compensation Statute, CONTRACTOR shall provide adequate insurance, satisfactory to CITY for the protection of employees not otherwise protected. The limits must be statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

8. *Liability Insurance*

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

Commercial General Liability:

- Minimum Coverage is $1,000,000 including a separate project aggregate limit of $5,000,000 for the Contract.
- Coverage must include premises, operations, products, completed operations, independent CONTRACTORs, contractual liability covering this Contract, contracts and leases, broad form property damage coverage's, personal injury and bodily injury.
- CONTRACTOR is required to continue to purchase products and completed operations coverage for Work performed under this Contract for minimum of three (3) years following Substantial Completion.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it will not be more restrictive than the underlying insurance policy coverage's.

Commercial Automobile Liability:

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

9. *Performance, Payment, and Other Bonds*

For any Work Order greater than $100,000, CONTRACTOR shall furnish a performance bond and a payment bond, each in an amount at least equal to the Work Order amount, as security for the faithful performance and payment of all of CONTRACTOR's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in the Contract, whichever is later, except as provided otherwise by laws or regulations, the Supplementary Conditions, or other specific provisions of the Contract. CONTRACTOR must also furnish such other bonds as are required in this Contract.

All bonds must be in the form prescribed by the Contract except as provided otherwise by laws or regulations, and will be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

CONTRACTOR shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

If the surety on a bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then CONTRACTOR shall promptly notify CITY and Engineer and must, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

If CONTRACTOR has failed to obtain a required bond, CITY may exclude CONTRACTOR from the Project Site and exercise CITY's termination rights under Article 9.

Upon request, CITY shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

ARTICLE 17 - MISCELLANEOUS PROVISIONS

1. *Interest on Judgments*: In the event of any disputes between the parties to this Contract occurs, including without limitation to their assignee and or assigns arising out of or relating in any way to this Contract which results in litigation and a subsequent adjustment award or decree against either party, it is agreed that an entitlement post judgment interests to either party and/or their attorneys shall be fixed by the proper Court at a rate of 5% per annum, simple interest. Under no circumstances will either party be entitled to pre-judgment interest. The parties expressly acknowledge and to the extent allowed by law, hereby opt out of any provision of Federal or State Statutes not in agreement with this.
2. *Assignment of Contract*: Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may

become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the CITY may assign this Contract to the State of Florida for any political subdivision, municipality, special district, or authority thereof without CONTRACTOR's consent and without recourse.

3. *Successors and Assigns*

   A. CITY and CONTRACTOR each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

   B. This Contract is solely for the benefit of the parties and no right or privilege or cause of action shall by reason hereof accrue upon to, or for the benefit of any third party. Nothing in this Contract is intended or will be construed to confer upon or give any person, corporation, partnership, trust, private entity, or agency any right, remedy, or claim under or by reason of this Contract or any provisions or conditions of this Contract.

4. Severability

   A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

   B. Neither the validity of this Contract nor the validity of any portion of it may be challenged by any party to this Contract, and each party waives any right to initiate such challenge. Furthermore, if this Contract or any portion is challenged by a third party in a judicial, administrative, or appellate proceeding (each party covenanting with the other party not to initiate, encourage, foster, promote, cooperate with or acquiesce to such challenge), the parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decisions invalidating this Contract or portion thereof.

5. Contractor's Certifications

   A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

      1) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

      2) "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

B. CONTRACTOR shall pay promptly and before final payment, any claims or liens incurred in and about this work, and to execute a Contractor's affidavit for final payment.

6. *Notices*

A. All notices required or made pursuant to this Agreement shall be made in writing and sent electronically to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered, sent by certified mail, return receipt requested addressed to the following:

If to CITY:
City of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33706
Attn: City Manager
With required copy to:
Anthony Sabatini, City Attorney
Sabatini Law Firm, P.A.
1601 E. 1st Ave.
Mount Dora, FL 32757

If to CONTRACTOR:
C&D Industrial Maintenance LLC
2208 58th Avenue East
Bradenton, FL 34203

7. *Limitation of Liability*

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

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

8. Other Provisions

A. E-verify - CONTRACTOR shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Contract. CONTRACTOR shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Contractor. Contractor may not enter into a contract with a subcontractor to perform work under this Contract unless and until the subcontractor registers with and uses the E-Verify system. If CONTRACTOR enters into a contract with a subcontractor to perform work under this Contract, CONTRACTOR must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR must maintain copies of all such affidavits for the duration of this Contract. CITY may terminate this Contract 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 Contract 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 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 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 CITY as a result of the termination of the Contract.

B. CITY and CONTRACTOR agree that this Contract shall be governed by applicable Florida Law. Venue for any legal action in connection with this Contract shall be in the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County. In any claim dispute procedure or litigation arising from this Contract, each party shall be solely responsible for paying its attorney's fees and costs.

C. Each party to this Contract has had the benefit of representation by counsel and equal input into drafting this Contract such that no provision of this Contract shall be strictly construed against one party as the draft of the Contract.

D. The headings and captions of articles, sections and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

E. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by CONTRACTOR on behalf of CITY, CONTRACTOR shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by CITY to perform the work contemplated by this Contract; (b) upon request from CITY's custodian of public records, provide 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 CITY in accordance with (d) below; and (d) upon completion or termination of this Contract, (i) if CITY, in its sole and absolute discretion, requests that all Public Records in possession of CONTRACTOR be transferred to CITY, CONTRACTOR shall transfer, at no cost, to CITY, all Public Records in possession of CONTRACTOR within thirty (30) days of such request or (ii) if no such request is made by CITY, CONTRACTOR shall keep and maintain the Public Records required by CITY to perform the work contemplated by this Contract. If CONTRACTOR transfers all Public Records to 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 CITY and provide 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 CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology of 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, CITY may terminate this Contract and/or pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which CONTRACTOR is acting on behalf of 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: City Clerk, (727) 547-4575 ext. 229; cityclerk@mytreasureisland.org, and City Hall, 10451 Gulf Blvd., Treasure Island, FL, 33706.

F. This Agreement sets forth the entire agreement between the Parties as to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, bids, and/or understandings. There are no understandings, representations, warranties, or agreements with respect to the subject matter hereof unless set forth explicitly in this Agreement.

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

H. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

I. CITY stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if CITY is the party that has furnished said General Conditions, then CITY has plainly shown all modifications to the standard wording of such published document to CONTRACTOR, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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

As To
CONTRACTOR

C&D Industrial Maintenance LLC
(name of corporation or business)

BY: Director - Business Development
(title of authorized corporate officer or individual)

WITNESS:

Tom Hendon
Signature

Tom Hendon
Printed Name

Signature

Brian Brown
Printed Name

As To
CITY OF TREASURE ISLAND

ATTEST | City Clerk:

Signature

City Manager:

Signature

CONTRACT AND GENERAL CONDITIONS FOR CONSTRUCTION SERVICES

Solicitation #: 25-017 | SPECIALTY SERVICE CONTRACTOR

This Agreement is made this 18th day of November 2025 by and between the City of Treasure Island, a municipal corporation ("CITY") whose address is 10451 Gulf Boulevard, Treasure Island, FL 33706, and Somerfield Construction Services LLC, a corporation authorized to do business in the State of Florida ("CONTRACTOR"), whose FEIN is 33-4162461, who hereby agree as follows:

ARTICLE 1 - DEFINITIONS

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

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

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

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

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

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

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

CITY - The City of Treasure Island, or the City of Treasure Island's authorized representatives.

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

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

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

Contract/Agreement - The agreement between the CITY and the CONTRACTOR as defined by the Contract Documents. This Contract represents the entire agreement between the parties hereto and supersedes any prior negotiations, representations, agreements, or understandings, either written or oral. The original solicitation documents and the CONTRACTOR's documents submitted in response to the solicitation are hereby incorporated and made part of this agreement.

CONTRACTOR - The person or entity identified in the Contract Documents as being responsible for performing the work under the Contract. This CONTRACT does not create an employee/employer relationship between the parties.

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

Contract Documents - Individual documents which collectively comprise the Contract between the CITY and CONTRACTOR, including 1) The Contract between the CITY and CONTRACTOR, 2) Bid Documents including the invitation to bid, instructions to bidders and CONTRACTOR bid package, 3) Drawings, Specifications, Plans, 4) Addenda issued prior to execution of the Contract, 5) Other documents listed in the Contract, and 6) Modifications

issued after execution of the Contract, including: 1) Written amendments to the Contract signed by both parties, 2) Construction Change Orders, and Construction Change Directives.

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

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

Day - As referenced in this Contract "Day" includes all calendar days including weekends, holidays, and days of inclement weather. The word "Day" means a calendar day of 24 hours measured from midnight to the next midnight.

Defective - The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment.

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

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

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

Furnish, Install, Perform, Provide - The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Project Site (or some other specified location) ready for use or installation and in usable or operable condition. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use. If the Contract Documents establish an obligation of CONTRACTOR with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then CONTRACTOR shall furnish and install said services, materials, or equipment complete and ready for intended use.

Liens - Charges, security interest or encumbrances upon Contract related funds, real property, or personal property.

Lump Sum - The Contractor under the Lump Sum Contract is responsible for completing any given project within the agreed fixed cost set forth in the Work Order.

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

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

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

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

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

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

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

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

Project Site - The physical location identified in a Work Order where work is to be accomplished.

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

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

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

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

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

Submittal - Shop drawings, material data, samples and product data required by the Engineer of Record for approval.

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

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

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

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

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

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

Work Order - An individually negotiated document that is executed by both Parties and which authorizes a Project under the terms and conditions of this agreement.

Unit Price Work - Work to be paid on the bases of unit prices.

ARTICLE 2 - TERM

The term of this agreement will span from the effective date for three (3) years with one (1) two-year (2-year) renewal option—upon successful future negotiations for such renewal rates—unless otherwise specified in this agreement.

ARTICLE 3 - PRELIMINARY MATTERS

1. *Delivery of Documents*: When CONTRACTOR delivers the signed Contract to CITY, CONTRACTOR shall also deliver to CITY such bonds and insurance policies, certificates or other documents as CONTRACTOR may be required to furnish in accordance with the Contract Documents.
2. *Copies of Documents*: CITY will furnish to CONTRACTOR one fully executed counterpart of the Contract in electronic portable document format (PDF).
3. *Commencement of Contract Times; Notice to Proceed*: A Commencement Date will be established by CITY and communicated to CONTRACTOR in a Notice to Proceed (NTP) sent by electronic mail to CONTRACTOR not later than 30 calendar days following execution of the Contract, or receipt of proper permits from regulatory agencies having jurisdiction over the project, whichever is later.
4. *Starting the Project*: CONTRACTOR shall start to perform the work on the date when the Work Order commences to run. No Work may be done at the site prior to such date.
5. *Before Starting Construction*

    A. Preliminary Schedules: In keeping with the intent of this contract, CITY will submit individual scopes of work to approved CONTRACTOR(s) requesting quotes and cost estimates. Within 10 days of receipt of such request from CITY, CONTRACTOR shall submit to Engineer or CITY for timely review:

1) a preliminary Construction Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any milestones specified in the Contract;

2) a preliminary Schedule of Submittals; and

3) a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

4) As provided for in Article 8, the Schedule of Values will be reviewed by the Engineer and approved by CITY, and will be used as the basis for reviewing CONTRACTOR's Applications for Payment. The Schedule of Values will include a cost breakdown indexed per the Sections of the Specifications, which shall clearly set forth labor as distinct from materials and from equipment.

6. Preconstruction Conference

Before any Work at a Project Site is started, a conference attended by CITY, CONTRACTOR, Engineer, and others as appropriate may be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 5, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

At this conference CITY and CONTRACTOR each will designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

7. Finalizing Schedules

Before submission of the first Application for Payment a conference attended by CONTRACTOR, CITY, ENGINEER and others as appropriate may be held to finalize the schedules submitted in accordance with the Contract. Any finalized progress schedule will be acceptable to CITY as providing an orderly progression of the Work to completion within the Work Order, but acceptance will neither impose on CITY responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of values will be acceptable to CITY as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

ARTICLE 4 - CONTRACT DOCUMENTS

1. *Intent of Contract Documents*

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

B. It is the intent of the Contract to create a more streamlined process for the repair and/or maintenance of CITY facilities by utilizing small- to medium-sized Work Orders issued to qualified CONTRACTOR(s). CONTRACTOR is responsible for the construction and coordination of the parts of the Project, and all systems provided shall be completely compatible and fully functional without additional cost to the CITY.

C. Unless otherwise stated in the Contract, if there is a discrepancy between the electronic version of the Contract (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. Each and every provision of law and clause required by law to be inserted in this Contract is deemed to be inserted in this Contract, and will be read and enforced as though they were included in this Contract, and if through mistake or otherwise, any such provision is not included, or if not correctly inserted, then upon the application of either party, the Contract Documents will be physically amended to make such insertion.

2. *Reuse of Documents*

A. Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with CITY will have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of CITY and Engineer and specific written verification or adaptation by Engineer; or have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without CITY's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph will survive final payment, or termination of the Contract. Nothing in this Contract will preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

3. *References and Manuals*

A. Reference in the Contract Documents to standard specification manuals, reference standards, or codes of any technical society, organization, or association, to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

B. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of CITY, CONTRACTOR, or Engineer, or any of their Subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to CITY or Engineer any duty or authority to supervise or

direct the performance of the Work, or any duty to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

ARTICLE 5 - SCOPE OF WORK

CONTRACTOR shall execute the entire Work described in the Procurement and Contract Documents, as directed by any Work Order duly authorized as described herein.

ARTICLE 6 - CONTRACT AMOUNT

CITY will pay CONTRACTOR based on the respective hourly rates and material markups subject to individual Work Orders issued by CITY.

ARTICLE 7 - SUBSTANTIAL COMPLETION DATE AND DELAYS

1. CONTRACTOR shall commence work on the date indicated on the individual approved Work Order, or on another timeline agreed to by both PARTIES. CONTRACTOR shall achieve Substantial and Final Completion of Work as indicated on the individual approved Work Order, subject to authorized adjustments in the Contract Documents.
2. Time limits herein stated in the Contract Documents or Work Orders are of the essence of the Contract. By executing the Contract, CONTRACTOR confirms that they will provide a reasonable period of time to perform the Work before the authorization of any Work Order.
3. CONTRACTOR shall carry on the Work and adhere to the Construction Schedule during all disputes or disagreements with CITY. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as may be permitted herein, or as CITY and CONTRACTOR may otherwise agree to in writing.
4. If CONTRACTOR's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of CITY, CONTRACTOR, and those for which they are responsible, then CONTRACTOR may be entitled to an equitable adjustment in Work Order deadlines. CONTRACTOR's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to CONTRACTOR's ability to complete the Work within the Contract Times. Such an adjustment will be the CONTRACTOR's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include, but are not limited to, the following:
    A. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
    B. Abnormal weather conditions;
    C. Acts or failures to act of utility; and
    D. Acts of war or terrorism.
5. No delay will entitle CONTRACTOR to an increase of the Contract Amount except where CITY or Engineer acted in bad faith to prevent the progress of Work. CONTRACTOR acknowledges that in agreeing to the

Contract Amount, it has assessed the potential impact of the limitations of this section on its ability to recover additional compensation in connection with a Work delay or interference and CONTRACTOR agrees that the limitations will apply, regardless of the accuracy of CONTRACTOR's assessment or actual costs incurred by CONTRACTOR in connection with any such delays or interference.

ARTICLE 8 - LIQUIDATED DAMAGES/SPECIAL DAMAGES

1. *Liquidated Damages*

   A. CONTRACTOR and CITY recognize that time is of the essence and that CITY will suffer direct financial and other losses if the Work is not completed within the Work Order times, plus any extensions thereof allowed in accordance with the contract. The parties also recognize the delays, expense, and difficulties involved improving in a legal or arbitration proceeding, the actual loss suffered by CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as penalty):

   B. Substantial Completion: CONTRACTOR shall pay CITY $300 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified for Substantial Completion, until the Work is substantially complete.

   C. Completion of Remaining Work: After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Work Order times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, CONTRACTOR shall pay CITY $500 for each day that expires after such time until the Work is completed and ready for final payment.

   D. CITY may deduct liquidated damages as described in this section from any unpaid amounts due to CONTRACTOR under this Contract.

   E. Any liquidated damages not deducted or set-off from any unpaid amounts due to CONTRACTOR shall be payable to CITY, at the demand of CITY, together with interest from the date of the demand at the maximum allowed interest rate.

2. *Special Damages*

   A. In addition to the amount provided for liquidated damages, CONTRACTOR shall reimburse CITY: (1) for any fines or penalties imposed on CITY as a direct result of the CONTRACTOR's failure to attain Substantial Completion, and (2) for the actual costs reasonably incurred by CITY for engineering, construction observation, inspection, and administrative services needed after the time for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

   B. After CONTRACTOR achieves Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work, CONTRACTOR shall reimburse CITY for the actual costs reasonably incurred by CITY for engineering, construction observation, inspection, and administrative services needed after the time specified for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 9 - PAYMENTS

1. *Progress Payments*

   A. The Schedule of Values will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to CITY or Engineer. Any progress payments for Unit Price Work will be based on the number of units completed.

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

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

   D. Provided an Application for Payment is received by CITY or Engineer not later than the 15th day of the month, CITY shall make payment to CONTRACTOR not later than the last day of the month. If a valid Application for Payment is received by CITY or Engineer after the Application date fixed above, payment will be made 30 days after the Engineer received the Application for Payment.

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

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

      - Take that portion of the Contract Amount properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Amount allocated to that portion of the Work in the Schedule of Values.
      - Subtract the aggregate of previous payments made by the CITY.

   G. The progress payment will be further modified under the following circumstances:

      - Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to 90% of the Contract Amount less such amounts as the Engineer and CITY determined for incomplete Work and unsettled claims.

   H. Please note that some portion of the Contract Amount may be paid from the proceeds of a grant, loan, or revenue bonds (hereinafter "funding") obtained by the CITY for this Work and the funding documents may impose certain conditions, limitations, procedures, and restrictions. CONTRACTOR shall coordinate with CITY and Engineer in order to comply with the conditions, limitations, procedures, and restrictions that related to the delivery of materials, the Work, applications for payment, and other matters concerning the administration of the Contract.

2. *Final Inspection and Payment*

   A. *Final Inspection*: Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete and if so required, Engineer will promptly make a final inspection with CITY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals

that the Work, or agreed portion thereof, is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

B. *Final Payment*: Final payment, comprising the entire unpaid balance of the Contract Amount, will be made by CITY to CONTRACTOR when the Contract has been fully performed and accepted by CITY. Furthermore, payment will be made within 30 days of CITY receiving a final Certificate of Payment from Engineer. CONTRACTOR's acceptance of final payment from CITY will constitute a full waiver and release by CONTRACTOR of all claims against CITY arising out of or related to the Project.

3. *CONTRACTOR Applications for Payment*

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

B. Applications for Payment shall not include:

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

C. The Application for Payment will also be accompanied by a bill of sale, invoice or other documentation warranting CITY has received the materials and equipment free and clear of all Liens (in the form of a waiver and release as contemplated in Chapter 713 of the Florida Statutes), and evidence that the materials and equipment are covered by appropriate property insurance, warehouse bond, or other arrangements to protect CITY's interest therein, all of which must be satisfactory to CITY.

D. CONTRACTOR shall furnish evidence that payment received on the basis of materials and equipment not incorporated and suitably stored on Project Site has in fact been paid to the respective supplier(s) in the form of a waiver and release as contemplated by Chapter 713 of the Florida Statutes within 30 days of payment by the CITY. Failure to provide such evidence of payment may result in the withdrawal of previous approval(s) and removal of the cost of related materials and equipment from the next submitted Application for Payment.

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

5. *Criteria for Withholding a Certificate for Payment*: Engineer or CITY may withhold a Certificate for Payment in whole or in part if in CITY's opinion, CONTRACTOR representations to CITY are not supported. If CONTRACTOR and CITY cannot agree on a revised amount, CITY will promptly issue a Certificate of

Payment for the amount to which CITY is able to certify payment. Certification may be withheld for these reasons:

- Defective Work not corrected;
- Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;
- Damages owed to CITY or others;
- Evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or estimated Liquidated Damages;
- Persistent failure to carry out the Work in accordance with the Contract Documents;
- CONTRACTOR failed to provide and maintain required bond or insurance;
- CONTRACTOR has failed to take reasonable and customary measurers to avoid damage, delay, disruption, and interference with other work at or adjacent to the Project Site;
- CITY has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
- An event that would constitute a default by CONTRACTOR and therefore justify a termination for cause has occurred; or
- Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific bond satisfactory to CITY to secure the satisfaction and discharge of such Liens.

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

6. *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to CITY free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than the time of payment by the CITY.

B. No material or supplies for Work may be purchased by the CONTRACTOR or Subcontractor subject to any title mortgage or under any conditional sale contract or any other agreement by which an interest is retained by the Seller. CONTRACTOR warrants that CONTRACTOR has good title to all materials and supplies used by CONTRACTOR in the Work, free from all liens, claims, or encumbrances.

C. CONTRACTOR shall defend, indemnify, and save CITY and Engineer harmless from all claims (including but not limited to expert fees, and attorneys' fees and costs) growing out of the lawful demand the Subcontractors, Suppliers, laborers, workman, mechanics, material men and furnishers and machinery and parts thereof, equipment, power tools, and all supplies incurred in the furtherance of the performance of this Contract. CONTRACTOR shall, at CITY's request, furnish satisfactory evidence that all applications of the nature here and above designated have been paid, discharged, or waived. If CONTRACTOR fails to do so, then CITY may, after having served written notice on said CONTRACTOR, either pay unpaid bills in which CITY has written notice direct, or withhold from CONTRACTOR's unpaid compensation a sum of money deemed reasonable sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon

payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract, but in no event will the provisions of this sentence be construed to impose any obligations upon the CITY to either CONTRACTOR or CONTRACTOR Surety. In paying any unpaid bills of the CONTRACTOR, CITY will be deemed the agent of the CONTRACTOR and any payment so made by the CITY will be considered a payment made under the Contract by CITY to CONTRACTOR and CITY will not be liable to CONTRACTOR for any such payment made in good faith.

7. *Substantial Completion of a Designated Portion*

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

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

8. *Substantial Completion*

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

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

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

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

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

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

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

9. *Final Acceptance and Payment*

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

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

C. Furthermore, neither final payment nor any remaining retainage, will become due until CONTRACTOR executes and presents to CITY a "Certificate of Claims Paid" and "Release of all Claims" form in such a form as may be acceptable to CITY. Acceptance of final payment by CONTRACTOR will comprise a release of all claims under the Contract, and receipt of which acknowledges full and complete payment for all Work done, materials and equipment furnished, and damages or claims arising under this Contract.

D. Application for Final Payment:

1) After CONTRACTOR has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Article 11,3,J), and other documents, CONTRACTOR may make application for final payment.

2) The final Application for Payment must be accompanied (except as previously delivered) by:

i. All documentation called for in the Contract Documents;

ii. Consent of the surety, if any, to final payment;

iii. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to CITY free and clear of any liens or other title defects, or will so pass upon final payment;

iv. A list of all disputes that CONTRACTOR believes are unsettled; and

v. Complete and legally effective releases or waivers (satisfactory to CITY) of all lien rights arising out of the Work, and of liens filed in connection with the Work.

3) CONTRACTOR must furnish receipts or releases in full and an affidavit of CONTRACTOR that: (a) the releases and receipts include all labor, services, material, and equipment for which a lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which CITY might in any way be responsible, or which might in any way result in liens or other burdens on CITY's property, have been paid or otherwise satisfied. If any Subcontractors or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a bond or other collateral satisfactory to CITY to indemnify CITY against any lien, CITY at its option may issue joint checks payable to CONTRACTOR and specified Subcontractors and Suppliers.

10. *Corrective Period*

A. If within one year from the date of final Completion (or such longer period of time as may be prescribed by an individual Work Order, or by any specific provision of the Contract Documents), any Work that is found to be defective, or if the repair of any damages to the Project Site, adjacent areas that CONTRACTOR has arranged to use through construction easements or otherwise, and other adjacent areas used by CONTRACTOR as permitted by laws and regulations, is found to be defective, then CONTRACTOR shall promptly, without cost to CITY and in accordance with CITY's written instructions:

1) Correct the defective repairs to the Project Site or such other adjacent areas;

2) Correct the defective Work;

3) If the defective Work has been rejected by CITY, remove it from the Project and replace it with Work that is not defective; and

4) Satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If CONTRACTOR does not promptly comply with the terms of CITY's written instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective Work corrected or repaired or may have the rejected Work removed or replaced. CONTRACTOR shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the corrective period hereunder with respect to such

Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph are in addition to all other obligations and warranties. The provision of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

11. *Preferred Method of Payment*: CITY encourages vendors to register for payments to CONTRACTOR(s) to be made via Electronic Funds Transfer (EFT).

ARTICLE 10 - TERMINATION OR SUSPENSION OF THE CONTRACT

1. *CITY May Suspend Work*: At any time and without cause CITY may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to CONTRACTOR and Engineer. Such notice will state Work is suspended and will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be entitled to an adjustment in the Work Order for an extension of time directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

2. *Termination by the CONTRACTOR*: CONTRACTOR may terminate the Contract if the Work is stopped for a period of 90 days or longer only for the following reasons:
   - Issuance or a Stop Work Order by a court or regulatory agency having jurisdiction over the project; or
   - An act of government making materials or labor unavailable.

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

3. *Termination by CITY for Cause*

   A. The occurrence of any one or more of the following will constitute a default by CONTRACTOR and justify CITY's termination for cause:
      - CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficiently skilled workers or suitable materials or equipment, of failure to adhere to the Progress Schedule);
      - Failure of CONTRACTOR to perform or otherwise to comply with a material term of the Contract Documents;
      - CONTRACTOR's disregard of laws or regulations of any public body having jurisdiction; or
      - CONTRACTOR's repeated disregard of the authority of CITY or Engineer;

   B. If one or more such events occur, then after giving CONTRACTOR (and any surety) 10 days' written notice that CITY is considering a declaration that CONTRACTOR is in default and termination of the Contract, CITY may proceed to:
      - Declare CONTRACTOR to be in default, and give CONTRACTOR (and any surety) written notice that the Contract is terminated, and

- Enforce the rights available to CITY under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if CITY has terminated the Contract for cause, CITY may exclude CONTRACTOR from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which CITY has paid CONTRACTOR but which are stored elsewhere, and complete the Work as CITY may deem expedient.

D. CITY may not proceed with termination of the Contract if CONTRACTOR within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If CITY proceeds, 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 cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by CITY, such excess will be paid to CONTRACTOR. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, CONTRACTOR shall pay the difference to CITY. Such claims, costs, losses, and damages incurred by CITY will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, CITY shall not be required to obtain the lowest price for the Work performed.

F. Where CONTRACTOR'S services have been so terminated by CITY, the termination will not affect any rights or remedies of CITY against CONTRACTOR then existing or which may thereafter accrue, or any rights or remedies of CITY against CONTRACTOR or any surety under any payment bond or performance bond. Any retention or payment of money due CONTRACTOR by CITY will not release CONTRACTOR from liability.

G. If and to the extent that CONTRACTOR has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions in this section.

4. *Termination by the CITY for Convenience*

A. Upon 7 days' written notice to CONTRACTOR and Engineer, CITY may, without cause and without prejudice to any other right or remedy of CITY, terminate the Contract.

B. In the event of termination for convenience by CITY, CONTRACTOR shall be paid for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination and Termination Expenses. Termination Expenses are those reasonable expenses directly attributable to termination (such as demobilization costs). CONTRACTOR is not entitled to direct, indirect, or consequential damages, or other damages for loss from and including, but not limited to economic loss, loss of anticipated profits, idle equipment expenses, interest or carrying costs, overhead expenses, loss of efficiency, or loss of productivity.

ARTICLE 11 - EXECUTION OF THE PROJECT

1. *Obligations of Engineer*

A. *Engineer as CITY's Representative*

1) Engineer will provide project management services and may serve as CITY's representative during any Work, and until final payment is certified. Engineer will consult with and advise CITY. Engineer will have the authority to act on behalf of CITY only to the extent as provided in the Contract documents.

2) Engineer specifically assumes no duty or responsibility which may be construed as being for the benefit of and thereby enforceable by other parties providing labor, materials or services in connection with the Work such as, though not limited to, CONTRACTOR, Subcontractor, Sub-subcontractors, their agents, employees, or any of their bonding companies, it being understood that Engineer's obligations are to CITY, and in performing such obligations Engineer may consequently alter the burdens and expense of such other parties. CONTRACTOR is not entitled to additional costs associated with Engineer's performance of his/her duties unless otherwise provide in the Contract. CITY and CONTRACTOR must communicate through Engineer when applicable, and communications by and with Engineer and Engineer's consultants must be through Engineer. Communications by and with Subcontractors and Suppliers must be through CONTRACTOR. Communication by and with other contractors working on the site which are not parties to this Contract must be through CITY.

B. *Monitoring Progress, Quality and Compliance with Contract Requirements*

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

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

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

C. *Review and Approval of CONTRACTOR's Submittals*

1) Engineer may review and approve CONTRACTOR's Submittals, such as Shop Drawings and product Samples, for the limited purpose of checking for compliance with the Contract Documents.

Engineer's review does not relieve CONTRACTOR of his obligations under the Contract to comply with the plans and specifications.

2) Engineer's approval of a submittal which contains a deviation which has not been specifically called to Engineer's attention excludes approval of that deviation and will not serve as a waiver of the rights of Engineer or CITY unless Engineer makes specific written acceptance of said deviation on Engineer's letterhead or CITY makes specific written acceptance of said deviation on CITY's letterhead. Engineer has the authority to reject work.

D. *Interpret Plans*

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

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

3) Engineer may, as Engineer deems desirable, issue additional drawings or information indicating in greater detail the construction or design of the various parts of the Work; such drawings or information may be affected by field order or other notice to CONTRACTOR, and provided such drawings or information may be affected by field order or other notice to CONTRACTOR, and provided such drawings or information are reasonable consistent with the previously existing Contract Documents, the Work will be executed in accordance with such additional drawings or information without additional cost or extension of the Contract Time. If CONTRACTOR claims additional cost or time on account of such additional drawings or information, CONTRACTOR must give the notice provided in Article 15.

E. *Approving Non-Substantial Deviations*: Engineer will have the authority to order minor changes in the Work not involving adjustments of Contract Amount or Contract Time, and which is not inconsistent with the intent of the Contract Documents. Such changes must be implemented by issuing a Construction Change Directive that will be immediately binding on CONTRACTOR upon receipt.

F. *Certifying Applications for Payment*: Based on Engineer's observations and evaluations of CONTRACTOR's Applications for Payment, Engineer may review amounts due CONTRACTOR and will, upon approval by CITY, issue Certificates for Payments.

G. *Preparing Change Orders*: Engineer may prepare Change Orders for approval by CITY.

H. *Substantial Completion and Acceptance Reviews*: Engineer may conduct inspections as necessary, and if CITY and Engineer find Work substantially complete, establish the date or dates of Substantial Completion and the date of Final Completion. Engineer will receive and forward to CITY for CITY's review, project records, written documents required by the Contract and assembled by CONTRACTOR. Engineer will issue a Final Certificate for Payment upon compliance with requirements of the Contract Documents and acceptance by CITY.

2. *Obligations of CITY*

A. *Project Manager*: CITY will designate a Project Manager for each Work Order, through which CITY will communicate with Engineer and CONTRACTOR.

B. Information Provided by CITY

1) CITY shall furnish surveys describing physical characteristics of the site, and utility locations, except those utilities that are not owned by CITY.

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

3) CITY will furnish CONTRACTOR, free of charge, a maximum of ten sets of Construction Documents.

C. *Permits*: Unless otherwise provided in a Work Order, CONTRACTOR shall secure and pay for any and all Permits necessary to construct the facilities described by the Contract Documents. CITY may waive any and all charges for permits required by CITY but still requires the full approval of all required permits, regardless of the applicable regulatory permitting entities.

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

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

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

G. *Approving Substantial Deviations*: CITY's written approval is required for all changes in the Work involving:

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

A Change Order signed by CONTRACTOR, Engineer, and CITY will effect such changes.

H. *Replacement of Engineer*: CITY may at its discretion appoint an engineer to replace Engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

I. *Limitations on CITY's Responsibilities*: CITY will not supervise, direct, or have control or authority over, nor be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of

construction; or the safety precautions and programs incident thereto; or for any failure of CONTRACTOR to comply with laws and regulations applicable to the performance of the Work. CITY will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

3. Obligations of CONTRACTOR

A. *Superintendent*: CONTRACTOR shall employ a competent Superintendent or necessary staff who will be the primary point of contact for any Work Order. The Superintendent, or designee, shall represent CONTRACTOR, and communications given to the Superintendent, or designee, will be as binding as if given to CONTRACTOR.

B. *Review of Contract Documents*

1) CONTRACTOR shall carefully review each Work Order and any other information provided by CITY, and will at once report to CITY or Engineer any errors, omissions, or inconsistencies discovered.

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

C. *Review of Field conditions*: CONTRACTOR shall take field measurements and verify field conditions and carefully compare such with the Contract Documents before commencing the Work. Errors, omissions, or inconsistencies discovered must be reported to Engineer at once.

D. *Supervision and Construction Procedures*

1) CONTRACTOR shall perform the Work in accordance with the particular Work Order and Submittals approved by Engineer.

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

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

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

E. *Inspection of Work*: CONTRACTOR is responsible for inspection of portions of the Work already performed under a given Work Order to determine if such portions are in proper condition to receive subsequent Work.

F. *Labor and Materials*

1) CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Work Order. CONTRACTOR shall at all times maintain good discipline and order at the Project Site.

2) Except as otherwise required for the safety or protection of persons or the Work or property at the Project Site or sites adjacent to the Project Site, and except as otherwise stated in the Contract Documents, all Work at the Project Site must be performed during regular working hours, Monday through Friday. CONTRACTOR will not perform Work on a Saturday or Sunday, or any legal holiday. CONTRACTOR may perform Work outside regular working hours or on Saturdays, Sundays or legal holidays only with CITY's written consent.

   (a) Regular working hours will be 7:00 AM to 6:00 PM.

   (b) CITY's legal holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, and Christmas Day.

3) CITY will compensate CONTRACTOR for overtime pay at one-and-a-half (1.5) times the current rate for contracted services as a result of the performance of work on Saturday, Sunday, or any legal holiday; or as overtime on any regular work day outside of regular hours. CITY has indicated that regular working hours are between 7 a.m. and 6 p.m. Any work performed outside regular work hours must be approved by the CITY prior to any such work being performed; failure to adhere to this will result in compensation at the regular rate for such work. However, the regular working hours window does not obligate CONTRACTOR to compel any employee or subcontractor to perform work for more than eight (8) hours within this window. All work performed during regular hours will be billed and compensated at the regular rate, regardless of how many total hours worked on a given day.

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

5) All materials and equipment incorporated into the Work must be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications must expressly run to the benefit of CITY. If required by CITY or Engineer, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. The use of asbestos or asbestos-based fiber materials is prohibited in this Project.

6) All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

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

G. *Warranty*

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

2) CONTRACTOR shall obtain the following guarantee/warranty from the manufacturer of all major pieces of equipment furnished and installed on any project. Such guarantee/warranty must be for the benefit of CITY and be furnished in writing by the manufacturer. CONTRACTOR's and manufacturer's obligations under this provision are in addition to other express or implied warranties under the Contract Documents and under the law and in no way diminish any other right that CITY may have against CONTRACTOR or manufacturer for faulty material, equipment, or work. The warranty period will not be interpreted as a limitation on the time in which CITY can enforce such other duties, obligations, rights, or remedies.

3) The manufacturer warrants and guarantees for a period of one year from the date of Final Completion, or such longer period that may be specified in the Contract Documents, that all materials and equipment furnished and installed will be free from flaws, defects in material and workmanship and shall be in conformance with the Contract Documents.

H. *Indemnification, Insurance and Bonds*: CONTRACTOR is responsible for providing CITY with Indemnification, Insurance, and Bonds as required under Article 16 of this Contract.

I. *Construction Schedule*: Prior to issuance of a Notice to Proceed and as part of their replay to a scope of work/quote request, CONTRACTOR shall prepare and submit to CITY or Engineer a Construction Schedule for the Work. The approved Construction Schedule will be governed by the particular Work Order issued. The Construction Schedule must document major construction activities and tasks, identifying the estimated beginning and ending dates for each identifiable component of the Work. The Construction Schedule must also identify time critical activities or events that could most greatly affect the Construction Schedule. The Construction Schedule will be prepared in sufficient detail as may be acceptable to Engineer. The Construction Schedule will be revised at appropriate intervals as required by conditions of the Work.

J. *Project Records*

1) CONTRACTOR shall maintain the following project records in a safe place at the project site:

- Construction Schedule;
- Plans and Drawings;
- Specifications;

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

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

3) Records must be available to the Engineer and CITY and, with the exception of the Superintendent's Log, must be delivered to the Engineer for submittal to CITY upon completion of a Work Order.

4) Additionally, the Superintendent's Log may also be delivered to the Engineer for submittal to the CITY upon completion of the Work. Additionally, the Superintendent's Log must at a minimum document the dates and times of critical inspections; instructions received from the Engineer; and weather conditions including dates, times and amount of rainfall received.

5) Upon completion of a Work Order, CONTRACTOR must deliver these record documents to Engineer.

K. *Approval of Shop Drawings and Other Submittals*

1) CONTRACTOR shall review, approve and submit to Engineer, Shop Drawings, Product Data, Samples, and other Submittals required by the Contract Documents for approval by Engineer prior to their implementation. CONTRACTOR may not perform any portion of the Work requiring submittal and review of these or similar data until approved by Engineer. Such Work must be accomplished in accordance with approved Submittals.

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

3) By submitting the materials described above to Engineer for approval, CONTRACTOR represents that he has determined and verified:

- All field measurements;

- Field construction criteria related to the Submittals and has checked and verified their compliance with requirements of the Contract Document;
- Suitability of all materials and equipment;
- All information relative to CONTRACTOR's responsibility for means, methods, techniques, sequences, and procedures of construction and safety precautions; and
- CONTRACTOR will not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or other Submittals. CONTRACTOR will not be relieved of responsibility for deviations from the requirements of the Contract Documents unless the Engineer makes specific written acceptance of said deviations on the Engineer's letterhead.

4) If CONTRACTOR requests a change of a previously approved submittal item, CONTRACTOR will be responsible for Engineer's charges to CITY for its review time, and CITY may impose a set-off against payments due to CONTRACTOR to secure reimbursement for such charges, unless the need for such change is beyond the control of CONTRACTOR.

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

M. Limitation on Use of Project Site and Other Areas

1) CONTRACTOR shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Project Site, adjacent areas that CONTRACTOR has arranged to use through construction easements or otherwise, and other adjacent areas permitted by laws and regulations, and will not unreasonably encumber the Project Site and such other adjacent areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for (a) damage to the Project Site; (b) damage to any such other adjacent areas used for CONTRACTOR's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of CONTRACTOR or those for which CONTRACTOR is responsible.

2) If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of CONTRACTOR or those for which CONTRACTOR is responsible, CONTRACTOR shall (a) take immediate corrective or remedial action, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by laws and regulations, indemnify and hold harmless CITY and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all

fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such CITY or occupant against CITY, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, CONTRACTOR's performance of the Work, or because of other actions or conduct of CONTRACTOR or those for which CONTRACTOR is responsible.

N. *Cleanup of Project Site*: CONTRACTOR shall keep the premises and surrounding area reasonably free or rubbish, waste materials, or debris caused by operations of the Contract. At completion of the Work, CONTRACTOR shall remove from and about the Project Site, waste materials, rubbish, tools, construction equipment, machinery, and surplus materials to CITY's satisfaction. Should CONTRACTOR fail to clean up as provided in the Contract Documents, CITY may do so and the cost charged to CONTRACTOR though a deductive Change Order or Construction Change Directive.

O. *Observations and Inspections*

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

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

3) If a portion of the Work has been covered for which CITY or Engineer has not specifically requested prior to observation, Engineer may request to see such Work and CONTRACTOR shall uncover it. If such Work has been completed in accordance with the Contract Documents, the cost for uncovering and replacement will be borne by CITY and implemented through a Change Order recommended by Engineer and approved by CITY. If such Work was inspected and found not to be in conformance with the Contract Documents, CONTRACTOR shall pay the cost of uncovering and replacement without a change in Contract Time.

P. Correcting Rejected Work

1) CONTRACTOR shall promptly correct Work rejected by Engineer for failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. CONTRACTOR shall bear the costs of correcting such Work, including costs for additional testing and inspections, compensation for any additional design or necessary administrative costs, fines levied against CITY by governmental authorities because the Work is defective, and the costs of repair or replacement of Work of others resulting from defective Work. Prior to final payment, if CITY and CONTRACTOR are unable to agree as to the measure of such claims, costs, losses and damages resulting from defective Work, then CITY may impose a reasonable set-off against payments due under Article 9.

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

3) If CONTRACTOR fails to correct nonconforming Work, within a reasonable time, CITY may complete the work in accordance with the provisions in Article 10(B)(5) of this Contract.

4) In exercising the rights and remedies under this paragraph, CITY shall proceed expeditiously. In connection with such corrective or remedial action, CITY may exclude CONTRACTOR from all or part of the Project Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, and incorporate in the Work all materials and equipment stored at the Project Site or for which CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow CITY, CITY's representatives, agents and employees, CITY's other contractors, and Engineer and Engineer's consultants access to the Project Site to enable CITY to exercise the rights and remedies under this paragraph.

5) All claims, costs, losses, and damages incurred or sustained by CITY in exercising the rights and remedies under this paragraph will be charged against CONTRACTOR has set-offs against payments due under Article 9. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

6) CONTRACTOR will not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by CITY of Authority's rights and remedies under this paragraph.

Q. *Acceptance of Non-Conforming Work*: CITY may at its option accept Work that is not in accordance with the requirements of the Contract Documents instead of requiring its removal and correction. In such cases the Work Order amount will be reduced as appropriate and equitable. If the parties are unable to agree as to the decrease in Contract Amount, reflecting the diminished value of Work accepted, then CITY may impose a reasonable set-off against payments due under Article 9. Such adjustment will be effected whether or not final payment has been made. If acceptance of defective Work occurs after Final Payment, CONTRACTOR shall pay an appropriate amount to CITY.

R. *Tests & Inspections*

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

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

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

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

5) Certificates of testing, inspection or approval must be secured by CONTRACTOR and promptly delivered to the Engineer.

S. *Equal Opportunity Employer*: CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

T. Taxes

1) CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the place of the Project which are applicable during the performance of the Work.

2) CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of CITY or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed by CITY in the Contract Documents.

3) To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless CITY and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. This obligation will survive acceptance of the Work under this Contract and termination of the Contract.

U. Laws and Regulations

1) CONTRACTOR shall give all notices required by and will comply with all laws and regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable laws and regulations, neither CITY nor Engineer shall be responsible for monitoring CONTRACTOR's compliance with any laws or regulations. CONTRACTOR agrees to comply with all applicable Federal, State, and local laws, regulations, and ordinances, including, but not limited to, the following:

- Title VI of the 1964 Civil Rights Act.
- Title VII of the 1964 Civil Rights Act, as amended by the Equal Employment Opportunity that prohibits discrimination in employment.
- Age Discrimination Act of 1973.
- Contract Work Hours and Safety Standards Act.
- Section 504 of the Rehabilitation Act prohibiting discrimination in the employment of the handicapped.
- Fair Labor Standards Act.
- Chapter 112, Florida Statutes, prohibiting conflicts of interest in the procurement of contracts with a governmental agency.
- Chapter 119, the Public Records Act.
- Trench Excavation System & Shoring standards adopted by the Department of Labor and Employment Security and related trenching regulations.
- Construction Work Hours and Safety Act (Construction Safety Act).
- Verification of Employment Status (E-Verify), State of Florida Executive Order 11-116
- Scrutinized Businesses, Chapter 287 Sections 133, 134, & 135 of Florida Statutes

2) 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 Contract or are adopted at any time following the execution of his Contract.

3) If CONTRACTOR performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, CONTRACTOR will bear all resulting costs and losses, and will indemnify and hold harmless CITY and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action.

V. *Applicable Licensing*: CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

W. *Safety of Employees and Property*

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

2) CONTRACTOR will not load or permit any part of the construction or Project Site to be loaded so as to endanger its safety. CONTRACTOR shall comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. CONTRACTOR shall notify CITY, owners of adjacent property, utilities, other contractors performing work at or adjacent to the Project Site, when the prosecution of work may affect them, and will cooperate with them in the protection, removal, relocation, and replacement of their property or Work in progress.

3) When use or storage of explosives or equipment or unusual methods is necessary for execution of the Work, CONTRACTOR shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. CONTRACTOR is responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Project Site in accordance with laws or regulations.

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

5) CONTRACTOR shall designate a qualified and experienced safety representative who is a responsible member of CONTRACTOR's organization at the Project Site whose duties and responsibilities will be the prevention of accidents and the maintaining and supervising of safety precautions and programs. This person will be CONTRACTOR's Superintendent unless otherwise designated by CONTRACTOR in writing to CITY and Engineer.

6) CONTRACTOR's duties and responsibilities for safety and protection will continue until such time as all the Work is completed and Engineer has issued a notice to CITY and CONTRACTOR in

accordance with Article 9(4) that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

7) CONTRACTOR's duties and responsibilities for safety and protection shall resume whenever CONTRACTOR or any Subcontractor or Supplier returns to the Project Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

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

ARTICLE 12 - SUBCONTRACTORS/SUPPLIERS

1. *Reporting of Proposed Subcontractors*: As part of CONTRACTOR's response to a quote request from CITY for a particular project, or as otherwise provided in the Contract Documents, CONTRACTOR will furnish in writing the names of persons or entities, including Subcontractors, material suppliers, equipment, Suppliers, and fabricators proposed for principal portions of the Work. CITY or Engineer—in consultation with CITY—will promptly inform CONTRACTOR in writing whether or not there are reasonable objections to any of the proposed persons or entities unto which CONTRACTOR proposes utilize. Reasonable objections include a Subcontractor or Supplier who is not licensed, qualified or certified as required by State Law.

   A. No acceptance by CITY of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, will constitute a waiver of the right of CITY to the completion of the Work in accordance with the Contract Documents.

   B. CONTRACTOR is fully responsible to CITY and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions.

   C. CONTRACTOR is solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

   D. CONTRACTOR shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or CITY, except through CONTRACTOR or in case of an emergency, or as otherwise expressly allowed herein.

   E. CITY may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to CONTRACTOR on account of Work performed for CONTRACTOR by the particular Subcontractor or Supplier.

   F. Nothing in the Contract Documents:

      1) will create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between CITY or Engineer and any such Subcontractor, Supplier, or other individual or entity; or

2) will create any obligation on the part of CITY or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by laws and regulations.

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

3. *Removal of Subcontractors*: CONTRACTOR may change a Subcontractor, person, or entity previously selected unless CITY makes reasonable objection to such change. Such requests must be approved by CITY prior to any work being performed by any new entity.

4. *Subcontractors Bound by Contract Documents*:

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

   B. Each subcontract must preserve and protect the right of CITY under the Contract Documents with respect to the Work to be performed by the Subcontractor so the subcontracting will not prejudice such rights and will allow the Subcontractor, to the extent provided in the Contract Documents, the benefit of all rights, remedies and redress against CONTRACTOR that CONTRACTOR has against CITY.

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

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

      - Assignment is effective only after termination of the Contract by CITY for cause pursuant to Article 10(3) of this Contract.
      - Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

4. *Subcontractor Payment*:

   A. Unless otherwise provided by law, within 10 days after CONTRACTOR's receipt of payment, CONTRACTOR will remit payment due to the Subcontractor for labor, services, and material furnished.

B. If Subcontractor receives payment from CONTRACTOR for labor, service, or material furnished by Subcontractors and Suppliers hired by the Subcontractor, Subcontractor shall remit payment due to those subcontractors and Suppliers within 7 days of subcontractor's receipt of payment.

ARTICLE 13 - CONSTRUCTION BY CITY OR SEPARATE CONTRACTORS

1. *CITY's Right to Perform Construction*: CITY reserves the right to perform construction or operations related to any project outside the scope of this Contract with CITY's own forces and to award separate Contracts in connection with other portions of the Project not covered under the scope of this Contract.
2. *CITY to Provide Coordination*: CITY shall provide for coordination of activities of the CITY's own forces and for the other contractors under a separate agreement to provide construction services on the Project Site. If part of CONTRACTOR's Work depends upon prior Work performed by CITY or other separate contractors, CONTRACTOR shall, prior to proceeding with that portion of the Work, promptly report to Engineer apparent discrepancies or defects in other such construction that would render it unsuitable for the proper execution and results of CONTRACTOR's Work. Failure of CONTRACTOR to so report will constitute an acknowledgment that CITY's previously completed construction is fit and proper to receive CONTRACTOR's Work.

ARTICLE 14 - AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

1. *Contract Held Valid*: Changes in the Work may be accomplished after execution of the Contract without invalidating the Contract where they are documented by a Construction Change Directive executed in accordance with this Contract.
2. *Construction Change Directive*: A Construction Change Directive prepared and signed by Engineer will direct all changes in the Work. A Construction Change Directive signed by CONTRACTOR indicates agreement of CONTRACTOR with the actions specified in the Directive, including the inclusion or absence of an adjustment in Contract Amount or Contract Time or the method for determining them. Construction Change Directives will be issued using AIA Form G714.
3. *Construction Change Order*: In addition to a Construction Change Directive, a Construction Change Order will be required wherever the issuance of a Construction Change Directive would involve a change in:
   - Work Order Amount;
   - Work Order Time; or
   - The intent of the Contract Documents or Work Order.

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

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

4. *Changes in Contract Amount*: Only a Construction Change Order will grant changes in Contract Amount. Claims for disputes concerning the Contract Amount will be determined in accordance with Article 15 of this Contract.

5. *Cost of Work*

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

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

   CONTRACTOR shall require all Subcontractors and Suppliers to comply with all requirements of, and provide itemizations of all claims in accordance with, this Article.

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

   B. The term "Cost of Work" or "Direct Cost" will not include any of the following:

   - Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership or sole proprietorships), general managers, engineers, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR whether at the Project Site or in its principal or branch office for general administration of the Change Order Work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by CONTRACTOR's allowance for overhead and profit.
   - Extraordinary fringe benefits not specifically identified, above.

- Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the job site.
- Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital used for the Change Order Work and charges against CONTRACTOR for delinquent payments.
- Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including, but not limited to, the correction for defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included above in Subsection A.

6. *Changes in Contract Time*: Only construction Change Order will grant changes in Contract Time. Claims for disputes concerning Contract Time will be determined in accordance with Article 15 of this Contract.

7. *Changes in Contract Time Due to Weather Conditions*: CONTRACTOR shall consider climatic conditions in preparing the Construction Schedule and must anticipate periods where work may not be practical due to adverse weather conditions.

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

8. *CONTRACTOR's Obligation to Comply with Construction Change Directives*: Upon receipt of a Construction Change Directive, CONTRACTOR shall promptly proceed with the change in the Work. CONTRACTOR shall promptly comply with the Construction Change Directive whether or not a Change Order has been executed.

9. *Effective Date of Change Orders*: Change Orders will become effective immediately upon execution by CONTRACTOR, Engineer, and CITY.

10. *Notification to Surety*: If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Amount or Contract Times), the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 15 - CLAIMS AND DISPUTES

1. *Claims Process*: The following disputes between CITY and CONTRACTOR are subject to the Claims process set forth in this article:

   - Appeals by CITY or CONTRACTOR of Engineer's decisions regarding Change Proposals;

- CITY demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
- Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
- Any dispute arising after Engineer has issued a written recommendation of final payment.

2. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by CONTRACTOR seeking an increase in the Contract Times or Contract Price, CONTRACTOR shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of CONTRACTOR'S knowledge and belief the amount of time or money requested accurately reflects the full amount to which CONTRACTOR is entitled.
3. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
4. *Mediation*
   A. At any time after initiation of a Claim, CITY and CONTRACTOR may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
   B. If CITY and CONTRACTOR agree to mediation, then after 60 days from such agreement, either CITY or CONTRACTOR may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
   C. CITY and CONTRACTOR shall each pay one-half of the mediator's fees and costs.
5. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party requests a final resolution of disputes.
6. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either CITY or CONTRACTOR may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party requests a final resolution of disputes.

7. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 16 - INDEMNIFICATION, INSURANCE AND BONDS

1. Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of CONTRACTOR under the Contract or otherwise, CONTRACTOR shall indemnify and hold harmless CITY and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against CITY or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation hereunder will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

2. *Waiver of Subrogation*

Insurance Policies, other than Professional Liability, shall include waivers of subrogation in favor of the City.

3. *CONTRACTOR's Insurance*

Prior to the commencement of Work governed by this Contract, the CONTRACTOR shall obtain, at his/her own expense, insurance as specified below, which are made part of this Contract. CONTRACTOR shall ensure that the insurance obtained will extend protection to all Subcontractors engaged by CONTRACTOR. As an alternative, CONTRACTOR may require all Subcontractors to obtain insurance consistent with the below requirements. This insurance must name CITY as an additional insured, except for with respect to Worker's Compensation Coverage.

CONTRACTOR will not be permitted to commence work governed by this Contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to CITY as specified below. Delays in the commencement of work, resulting from the failure of CONTRACTOR to provide satisfactory evidence of the required insurance, will not extend deadlines specified in this Contract and any penalties and failure to perform assessments will be imposed as if the Work commenced on the specified date and time, except for CONTRACTOR's failure to provide satisfactory evidence.

All insurance required by this Contract must be obtained by an insurance company or companies that are duly licensed and/or authorized to do business in the State of Florida. Insurers must have at least a Policy Holders Rating of A-, and Financial Rating of at least IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the CITY in writing.

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

CONTRACTOR shall name "City of Treasure Island" as a certificate holder and/or as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide CITY with proof of same.

4. *Loss Deductible*

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

5. *Subcontractor's Insurance*

CONTRACTOR shall ensure that any Subcontractor(s), hired to perform any of the Work, maintain the same Insurance requirements set forth herein. In addition, CONTRACTOR shall maintain proof of same on file and made readily available upon request by CITY.

6. *Certificate of Insurance*

CONTRACTOR agrees to promptly provide CITY with proof of insurance coverage as follows:

- The name of the insured CONTRACTOR, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to CITY and a copy to Engineer at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- Certification of Insurance must be in the form as approved by CITY and such Certificate must clearly state all the coverage's required in this Article:
- If requested by CITY, CONTRACTOR shall promptly furnish complete certified copies of his and his Subcontractor's insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by CONTRACTOR or by any of its representatives that indicate less coverage than required by the

Contract Documents does not constitute a waiver of CONTRACTOR's obligations to fulfill the requirements of this Article.

CITY, at its sole discretion, has the right to request certified copies of any and all insurance policies required by this Contract and CONTRACTOR agrees to promptly produce such requested documents.

7. *Worker's Compensation Insurance*

CONTRACTOR shall take out and maintain, during the life of this Contract, Workers' Compensation and Employer's Liability Insurance for all his employees connected with the Work of this Project, and in case any Work is sublet, CONTRACTOR shall require the Subcontractor similarly to provide Workers' compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. Such insurance must comply with the Florida Workers' compensation Law. In case any class of contract at the Project Site is not protected under the Workers' Compensation Statute, CONTRACTOR shall provide adequate insurance, satisfactory to CITY for the protection of employees not otherwise protected. The limits must be statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

8. *Liability Insurance*

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

Commercial General Liability:

- Minimum Coverage is $1,000,000 including a separate project aggregate limit of $5,000,000 for the Contract.
- Coverage must include premises, operations, products, completed operations, independent CONTRACTORs, contractual liability covering this Contract, contracts and leases, broad form property damage coverage's, personal injury and bodily injury.
- CONTRACTOR is required to continue to purchase products and completed operations coverage for Work performed under this Contract for minimum of three (3) years following Substantial Completion.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it will not be more restrictive than the underlying insurance policy coverage's.

Commercial Automobile Liability:

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

9. *Performance, Payment, and Other Bonds*

For any Work Order greater than $100,000, CONTRACTOR shall furnish a performance bond and a payment bond, each in an amount at least equal to the Work Order amount, as security for the faithful performance and payment of all of CONTRACTOR's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in the Contract, whichever is later, except as provided otherwise by laws or regulations, the Supplementary Conditions, or other specific provisions of the Contract. CONTRACTOR must also furnish such other bonds as are required in this Contract.

All bonds must be in the form prescribed by the Contract except as provided otherwise by laws or regulations, and will be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

CONTRACTOR shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

If the surety on a bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then CONTRACTOR shall promptly notify CITY and Engineer and must, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

If CONTRACTOR has failed to obtain a required bond, CITY may exclude CONTRACTOR from the Project Site and exercise CITY's termination rights under Article 9.

Upon request, CITY shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

ARTICLE 17 - MISCELLANEOUS PROVISIONS

1. *Interest on Judgments*: In the event of any disputes between the parties to this Contract occurs, including without limitation to their assignee and or assigns arising out of or relating in any way to this Contract which results in litigation and a subsequent adjustment award or decree against either party, it is agreed that an entitlement post judgment interests to either party and/or their attorneys shall be fixed by the proper Court at a rate of 5% per annum, simple interest. Under no circumstances will either party be entitled to pre-judgment interest. The parties expressly acknowledge and to the extent allowed by law, hereby opt out of any provision of Federal or State Statutes not in agreement with this.
2. *Assignment of Contract*: Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may

become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the CITY may assign this Contract to the State of Florida for any political subdivision, municipality, special district, or authority thereof without CONTRACTOR's consent and without recourse.

3. *Successors and Assigns*

   A. CITY and CONTRACTOR each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

   B. This Contract is solely for the benefit of the parties and no right or privilege or cause of action shall by reason hereof accrue upon to, or for the benefit of any third party. Nothing in this Contract is intended or will be construed to confer upon or give any person, corporation, partnership, trust, private entity, or agency any right, remedy, or claim under or by reason of this Contract or any provisions or conditions of this Contract.

4. Severability

   A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

   B. Neither the validity of this Contract nor the validity of any portion of it may be challenged by any party to this Contract, and each party waives any right to initiate such challenge. Furthermore, if this Contract or any portion is challenged by a third party in a judicial, administrative, or appellate proceeding (each party covenanting with the other party not to initiate, encourage, foster, promote, cooperate with or acquiesce to such challenge), the parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decisions invalidating this Contract or portion thereof.

5. Contractor's Certifications

   A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

      1) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

      2) "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

B. CONTRACTOR shall pay promptly and before final payment, any claims or liens incurred in and about this work, and to execute a Contractor's affidavit for final payment.

6. *Notices*

A. All notices required or made pursuant to this Agreement shall be made in writing and sent electronically to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered, sent by certified mail, return receipt requested addressed to the following:

If to CITY:
City of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33706
Attn: City Manager
With required copy to:
Anthony Sabatini, City Attorney
Sabatini Law Firm, P.A.
1601 E. 1st Ave.
Mount Dora, FL 32757

If to CONTRACTOR:
Somerfield Construction Services LLC
1408 Poinsettia Ave.
Tarpon Springs, FL 34689

7. *Limitation of Liability*

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

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

8. *Other Provisions*

A. E-verify - CONTRACTOR shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Contract. CONTRACTOR shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Contractor. Contractor may not enter into a contract with a subcontractor to perform work under this Contract unless and until the subcontractor registers with and uses the E-Verify system. If CONTRACTOR enters into a contract with a subcontractor to perform work under this Contract, CONTRACTOR must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR must maintain copies of all such affidavits for the duration of this Contract. CITY may terminate this Contract 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 Contract 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 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 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 CITY as a result of the termination of the Contract.

B. CITY and CONTRACTOR agree that this Contract shall be governed by applicable Florida Law. Venue for any legal action in connection with this Contract shall be in the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County. In any claim dispute procedure or litigation arising from this Contract, each party shall be solely responsible for paying its attorney's fees and costs.

C. Each party to this Contract has had the benefit of representation by counsel and equal input into drafting this Contract such that no provision of this Contract shall be strictly construed against one party as the draft of the Contract.

D. The headings and captions of articles, sections and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

E. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by CONTRACTOR on behalf of CITY, CONTRACTOR shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by CITY to perform the work contemplated by this Contract; (b) upon request from CITY's custodian of public records, provide 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 CITY in accordance with (d) below; and (d) upon completion or termination of this Contract, (i) if CITY, in its sole and absolute discretion, requests that all Public Records in possession of CONTRACTOR be transferred to CITY, CONTRACTOR shall transfer, at no cost, to CITY, all Public Records in possession of CONTRACTOR within thirty (30) days of such request or (ii) if no such request is made by CITY, CONTRACTOR shall keep and maintain the Public Records required by CITY to perform the work contemplated by this Contract. If CONTRACTOR transfers all Public Records to 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 CITY and provide 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 CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology of 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, CITY may terminate this Contract and/or pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which CONTRACTOR is acting on behalf of 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: City Clerk, (727) 547-4575 ext. 229; cityclerk@mytreasureisland.org, and City Hall, 10451 Gulf Blvd., Treasure Island, FL, 33706.

F. This Agreement sets forth the entire agreement between the Parties as to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, bids, and/or understandings. There are no understandings, representations, warranties, or agreements with respect to the subject matter hereof unless set forth explicitly in this Agreement.

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

H. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

I. CITY stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if CITY is the party that has furnished said General Conditions, then CITY has plainly shown all modifications to the standard wording of such published document to CONTRACTOR, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

As To
CONTRACTOR

Somerfield Construction Services LLC
(name of corporation or business)

BY: President
(title of authorized corporate officer or individual)

WITNESS:
Erika Klatyik
Signature

Austin Somerfield
Signature

ERIKA KLATYIK
Printed Name

Austin Somerfield
Printed Name

As To
CITY OF TREASURE ISLAND

ATTEST | City Clerk:

City Manager:

Signature

Signature

Price Comparison

Specialty Service Contractors | RFP 25-017

TRADES	4 Pt Punchlist			Advanced Roofing			Ballenger Landcare			Somerfield Construction			BCS Contruction			C&D Industrial Maint		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
(1) GENERAL CONTRACTOR																		
Project Manager	78.40	81.20	84.00				$ 115.00	$ 115.00	$ 115.00	$ 120.00	$ 125.00	$ 130.00						
Superintendent	65.80	70.00	72.80				$ 95.00	$ 95.00	$ 95.00	$ 100.00	$ 105.00	$ 110.00						
Foreman	63.00	65.00	67.00				$ 75.00	$ 75.00	$ 75.00	$ 80.00	$ 85.00	$ 90.00						
Laborer**	30.23	33.25	34.50				$ 65.00	$ 65.00	$ 65.00	$ 60.00	$ 65.00	$ 70.00						
Administrative Staff	45.55	48.30	52.50				$ 65.00	$ 65.00	$ 65.00	$ 60.00	$ 65.00	$ 70.00						
(2) PLUMBING																		
Superintendent	65.80	70.00	72.80							$ 150.00	$ 155.00	$ 160.00						
Foreman	63.00	65.00	67.00							$ 125.00	$ 130.00	$ 135.00						
Journeyman	30.23	33.25	34.50							$ 85.00	$ 90.00	$ 95.00						
Laborer**	31.00	33.00	35.00							$ 65.00	$ 70.00	$ 75.00						
(3) MECHANICAL / HVAC																		
Superintendent	65.80	70.00	72.80							$ 150.00	$ 155.00	$ 160.00						
Foreman	63.00	65.00	67.00							$ 125.00	$ 130.00	$ 135.00						
Journeyman	45.00	47.00	49.00							$ 80.00	$ 85.00	$ 90.00						
Laborer**	31.00	33.00	35.00							$ 65.00	$ 70.00	$ 75.00						
(4) ROOFING																		
Superintendent	75.60	77.00	78.40	$ 75.00	$ 75.00	$ 75.00				$ 80.00	$ 85.00	$ 90.00						
Foreman	63.00	65.00	67.00	$ 70.00	$ 70.00	$ 70.00				$ 65.00	$ 70.00	$ 75.00						
Laborer**	30.23	31.00	32.20	$ 60.00	$ 60.00	$ 60.00				$ 50.00	$ 55.00	$ 60.00						
(5) UNDERGROUND UTILITIES																		
Superintendent	65.80	70.00	72.80										$ 108.00	$ 113.40	$ 119.07			
Foreman	63.00	65.00	67.00										$ 72.36	$ 75.63	$ 79.77			
Laborer**	30.23	33.25	34.50										$ 45.36	$ 47.63	$ 50.00			
(6) ELECTRICAL																		
Superintendent	65.80	70.00	72.80							$ 150.00	$ 155.00	$ 160.00						
Foreman	63.00	65.00	67.00							$ 125.00	$ 130.00	$ 135.00						
Journeyman	39.00	42.00	43.00							$ 125.00	$ 130.00	$ 135.00						
Laborer**	31.00	33.25	35.00							$ 75.00	$ 80.00	$ 85.00						
(7) FENCING - FURNISH & INSTALL																		
Superintendent	67.20	69.57	72.10							$ 60.00	$ 65.00	$ 70.00						
Foreman	53.20	55.79	57.40							$ 55.00	$ 60.00	$ 65.00						
Laborer**	31.00	33.00	35.00							$ 50.00	$ 55.00	$ 60.00						
(8) MISCELLANEOUS CONCRETE																		
Superintendent	65.80	70.00	72.80							$ 80.00	$ 85.00	$ 90.00	$ 108.00	$ 113.40	$ 119.07			

Foreman	63.00	65.00	67.00							$ 65.00	$ 70.00	$ 75.00	$ 72.36	$ 75.63	$ 79.77				
Laborer**	30.23	33.25	34.50							$ 45.00	$ 50.00	$ 55.00	$ 45.36	$ 47.63	$ 50.00				
(9) GARAGE DOORS																			
Superintendent	65.80	70.00	72.80													$ 225.00	$ 225.00	$ 225.00	
Foreman	63.00	65.00	67.00													$ 225.00	$ 225.00	$ 225.00	
Laborer**	30.23	33.25	34.50													$ 225.00	$ 225.00	$ 225.00	
(10) GLASS & GLAZING																			
Superintendent	74.20	77.00	80.53																
Foreman	49.00	51.13	53.13																
Laborer**	35.00	38.00	41.00																
(11) LANDSCAPE - FURNISH & INSTALL																			
Superintendent	65.80	70.00	72.80				$ 85.00	$ 85.00	$ 85.00										
Foreman	63.00	65.00	67.00				$ 65.00	$ 65.00	$ 65.00										
Laborer**	30.23	33.25	34.50				$ 55.00	$ 55.00	$ 55.00										
(12) IRRIGATION SYSTEMS																			
Superintendent	65.80	70.00	72.80				$ 95.00	$ 95.00	$ 95.00										
Foreman	63.00	65.00	67.00				$ 75.00	$ 75.00	$ 75.00										
Laborer**	30.23	33.25	34.50				$ 65.00	$ 65.00	$ 65.00										
(13) PAINTING																			
Superintendent	65.80	70.00	72.80							$ 75.00	$ 80.00	$ 85.00							
Foreman	63.00	65.00	67.00							$ 60.00	$ 65.00	$ 70.00							
Laborer**	30.23	33.25	34.50							$ 50.00	$ 55.00	$ 60.00							
(14) PAVING																			
Superintendent	65.80	70.00	72.80										$ 108.00	$ 113.40	$ 119.70				
Foreman	63.00	65.00	67.00										$ 72.36	$ 75.63	$ 79.77				
Laborer**	30.23	33.25	34.50										$ 45.36	$ 47.63	$ 50.00				
(15) PLASTER, STUCCO, & LATH																			
Superintendent	65.80	70.00	72.80							$ 60.00	$ 65.00	$ 70.00							
Foreman	63.00	65.00	67.00							$ 55.00	$ 60.00	$ 65.00							
Laborer**	30.23	33.25	34.50							$ 45.00	$ 50.00	$ 55.00							
(16) STRUCTURAL MASONRY																			
Superintendent	65.80	70.00	72.80							$ 80.00	$ 85.00	$ 90.00							
Foreman	63.00	65.00	67.00							$ 65.00	$ 70.00	$ 75.00							
Laborer**	30.23	33.25	34.50							$ 45.00	$ 50.00	$ 55.00							
(17) MARINE - SEAWALLS, PILINGS, DOCKS & MARKERS																			
Superintendent	65.80	70.00	72.80																
Foreman	63.00	65.00	67.00																
Laborer**	30.23	33.25	34.50																
(18) FRAMING / DRYWALL																			
Superintendent	65.80	70.00	72.80							$ 60.00	$ 65.00	$ 70.00							

Foreman	63.00	65.00	67.00							$ 55.00	$ 60.00	$ 65.00						
Laborer**	30.23	33.25	34.50							$ 45.00	$ 50.00	$ 55.00						
(19) TILE / FLOORING																		
Superintendent	65.80	70.00	72.80							$ 60.00	$ 65.00	$ 70.00						
Foreman	63.00	65.00	67.00							$ 55.00	$ 60.00	$ 65.00						
Laborer**	30.23	33.25	34.50							$ 45.00	$ 50.00	$ 55.00						
(20) CARPENTRY																		
Superintendent	65.80	70.00	72.80							$ 60.00	$ 65.00	$ 70.00						
Foreman	63.00	65.00	67.00							$ 55.00	$ 60.00	$ 65.00						
Laborer**	30.23	33.25	34.50							$ 45.00	$ 50.00	$ 55.00						

** Hourly rates apply to work performed between 7 am - 5 pm, Monday-Friday, excluding all City holidays. Any work performed outside of these hours can only be increased to 1.5 times (time-and-a-half) the base rate.*

*** The second and third person working on any job under the sub-rates above excluding (1) GENERAL CONTRACTOR, shall be billed as a Laborer regardless of their actual title or position, unless previously approved by the City prior to the issuance of any Work / Purchase Order.*

CITY OF TREASURE ISLAND

REQUEST FOR PROPOSALS NO. 25-017

Specialty Service Contractors

ISSUED September 24, 2025

RESPONSES DUE October 14, 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: 25-017

Specialty Service Contractors

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 "Specialty Service Contractors"**. 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

September 24	Solicitation posted
October 1	Questions Due @ Noon
October 6	Answers posted by 5pm*
October 14	**Closing Date / Proposal Opening 2pm**
November 4	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 October 1, 2025, at 12 PM. All questions will be answered and posted on the City's website and Vendor Registry by October 6, 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 I
SCOPE OF WORK

1. PURPOSE

The City of Treasure Island seeks to contract with qualified vendors to provide labor and materials for all trades for the repair and renovation of small to medium-scale city facilities. The contractor(s) can either provide these services directly, via subcontractors disclosed as part of their response, or a combination of both as approved by the City prior to the commencement of any work.

2. BACKGROUND

The City of Treasure Island is uniquely situated as a completely coastal, full-service city with a population of approximately 7,000. Given the services we provide, the City has numerous facilities of varying sizes to provide daily operations for our residents and visitors. Due to a combination of lean staffing and a moderate rate of turnover, the City prioritizes roles and responsibilities, including deferring maintenance for some facilities. This is further complicated by being located in a coastal environment, meaning a faster degradation of these facilities due to the environment. As a result, the City has a backlog of small- to medium-sized repair and rehab projects that, if deferred longer, will likely only become more expensive to repair.

The City wishes to establish **one or more continuing contracts** for this backlog, as well as similar work in the foreseeable future. The base term shall be 3 years with an option to renew for one 2-year period. The City currently has a number of projects identified and funded, but these only have a cursory scope and cost estimates. This means that the City may have to phase certain projects as contractor performance is assessed and city funding becomes available.

There is no guarantee of work from this solicitation, but the City anticipates having a significant need for these services for the next few years. Also, park and beach facilities are always in need of repairs and enhancements.

3. SCOPE OF SERVICES

The City desires to retain 6 or more Specialty Service Contractors under continuing services contracts to provide on-demand, construction repair work and various improvements at City facilities to include the following trades among others:

- Masonry and Concrete work
- Utilities
- Electrical
- Landscaping
- Roofing
- Tile & Flooring
- Fencing
- Plumbing
- Painting
- Carpentry
- Marine
- Framing & Drywall

For the purposes of this solicitation, the City will use the Pinellas County Construction Licensing Board's (PCCLB) Contractor Classifications 5/23/2024 to make sure all likely facets of work will be incorporated into any resulting contract. The awarded contractor(s) or their subcontractors shall furnish all materials, permits, labor, supervision, equipment, supplies, fees, expertise, and services on an as-needed basis for small to medium construction projects. Tasks under this solicitation will be assigned via individual Work Order from the City on a project-by-project basis. A meeting will be held with City staff and the selected Contractor to discuss and define the specific scope requirements for each proposed Work Order. The selected Contractor shall than submit a price proposal to the City to address the scope requirements. Once the scope and price proposal are accepted, the selected Contractor will be issued a Work Order to complete the work. The work must be completed by the substantial completion date specified in the Work Order unless previously extended by the City.

Awarded contractors must be willing to perform assigned Work Orders within a reasonable time period and as indicated in the Work Order. The Contractor shall be required to respond to each request for a quote/proposal within 7 days, whether by proposal or response of "no bid." If the Contractor fails to respond to three (3) or more consecutive requests or answers "no bid" to five (5) or more requests, the Contractor may be labeled as "non-responsive" and the contract with that vendor may be terminated. The Contractor(s) shall develop an estimate and price schedule for each submitted proposal and shall apply for and secure any required permits if selected for the resulting work order. The City will waive the cost of permits required by the City for all projects, but appropriate permitting for all work, if required by the work scope, will be included in the proposal.

No single work order shall exceed $300,000 as required by §255.20, of the Florida Statutes. Additionally, no project will ever be divided to in any way subvert this requirement. Any work order in excess of $100,000 will require performance and payment bonding prior to commencement. Such bonds shall be recorded in the public records of the State of Florida. A certified copy of completed and recorded bonds must be delivered to and accepted by the City (Attn: Finance Department - finance@mytreasureisland.org).

Minimum Qualifications

All respondents to this solicitation including subcontractors must be registered with the State of Florida, Division of corporations (SunBiz) to do business in Florida. Additionally, contractor and subcontractors must possess current and valid Pinellas County License(s) and a State of Florida General or Building Contractor's License. Copies of **all** current and valid licenses described here must be provided at the time of proposal submission. Failure to provide such proof of licensure for general contracting or any of the respective trades will result in disqualification from performing any such respective work under this solicitation.

The awarded general contractor(s) must either have been in business in the State of Florida for at least five (5) years or in business in Pinellas County for at least three (3) years. Additionally, successful respondents will have performed similar work as the prime contractor for at least one (1) other governmental agency (city, county, state agency, public university, school board, etc.) in the State of Florida in the past five (5) years.

Submissions

In addition to the Proposal Schedule (Exhibit A), proposers are **required** to provide a written proposal to include the following:

1. Cover letter / statement of interest ***(2-page limit)***
   - Please provide a brief executive summary-type explanation of your company's expertise and overall qualifications.

2. Specialty Contractor staff qualifications ***(10-page limit, or up to 3 pages for the Specialty Contractor and 1 page for each subcontractor)***
   - Provide a brief overview of the technical expertise and background of the firm.
   - The City is interested in the experience of the actual staff that will be working on the resulting work orders and that are involved with the day-to-day work.

3. Past Experience / References ***(1 page per project)***
   - Provide at least three (3) but no more than six (6) client references within the past five (5) years for similar work as contemplated under this RFP. References with a governmental entity in the State of Florida, preferably a city of comparable size to Treasure Island are encouraged but not required.
   - Each project/reference should have the name of the agency/customer; and the name, email, and phone number of a point of contact from the agency/customer. The City **will** contact the provided references, so proposers are strongly encouraged to confirm points of contact before submitting their proposals.

4. MBE/DBE/SBE Certification(s) (primary firm only), if applicable

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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. 25-017

Name of Contractor: _____

Point of Contact: _____

_____

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.

Evaluation Criteria

Because the City desires to evaluate a combination of quantitative and qualitative criteria, the proposals submitted by qualified Specialty Contractors will be evaluated based on the following criteria:

Evaluation Components	Component Criteria	Points
Statement of Interest and Firm Qualifications		0 - 30
Past Experience / References		0 - 30
Pricing		0 - 40
MAXIMUM POINTS		**0 - 100**

SECTION III
PROPOSAL FORMS

PROPOSAL SHEET

QUALIFICATIONS STATEMENT

SUBMITTED BY:

Official Name of Firm: _____

Address: _____

_____

_____

SUBMITTED TO: City of Treasure Island – RFP 25-017

SUBMITTED FOR: Specialty Service Contractors

PROPOSER'S CONTACT INFORMATION:

Contact Person: _____

Title: _____

Phone: _____

Email: _____

Signature: _____

AFFILIATED COMPANIES:

Name: _____

Address: _____

_____

_____

TYPE OF ORGANIZATION: *(select one)*

SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

PARTNERSHIP

Date of Organization: _____

Type of Partnership (General or Limited): _____

Name and Address of Each Partner:

_____

_____

CORPORATION

State of Incorporation: _____

Date of Incorporation: _____

Executive Officers:

Chief Executive Officer: _____

- President: _____

- Vice President(s): _____

_____

_____

- Treasurer: _____

- Secretary: _____

LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

JOINT VENTURE

State of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

PROPOSERS GENERAL INFORMATION

Type of License: _____

License Number: _____

Years of Business under License Number: _____

If nonresident, proof of authority to do business in the State of Florida. Attach with form submission.

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.

_____

COMPANY NAME

_____ _____

NAME (PRINT) TITLE

_____ _____

SIGNATURE 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

_____

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 _____
(Print name of the public entity)
by _____
(Print individual's name and title)
for _____
(Print name of entity submitting sworn statement)
whose business address is _____
_____
and (if applicable its Federal Employer Identification Number) is _____
(if the entity has no FEIN, include the Social Security Number of the
individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any 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_____day of_____, 20___, by _____, who is [select one:] [ ] personally known to me **–or—** [ ] has produced a Florida driver's license as identification.

Personally known_____ _____

OR Produced Identification _____ Notary Public – State of Florida

My Commission Expires _____

_____
(Type of identification)

_____
(Printed, typed or stamped commissioned name of notary public)

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 _____ ("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 forgoing document and that the facts stated in it are true.**

Authorized Signature: _____ Date: _____

Printed Name:_____ Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20_____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

_____ _____
Signature of Notary Public Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

SECTION 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.** Labor rates per hour on the original submitted Proposal Schedule 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(s) 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. **Bonds.** Bonds called for in the Proposal Documents must meet and comply with the standards set forth in the General Conditions and the following:

A. Surety must be licensed or authorized to do business in the State of Florida and must comply with section 255.05 of the Florida Statutes.

B. Surety must have been in business and have a record of successful continuous operations for at least five (5) years.

C. All bonds must be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, and the U.S. Treasury Department. Surety must have an A.M. Best Rating of A or better and A.M. Best Financial Size Category of Class VII or greater.

D. Surety must issue performance and payment bonds in accordance with section 255.05 of the Florida Statutes.

The City reserves the right to reject any Surety. If the Surety or any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business terminates in any state where any part of the project is located or it ceases to meet the requirements of these Contract Documents, the Contractor must within five (5) days after notice thereof substitute another bond and Surety, both of which must be acceptable to the City. The General Conditions sets forth City's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to City, it must be accompanied by required bonds and insurance documentation.

If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Amount or Contract Times), the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

39. **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
   $5,000,000 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.

40. **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.

41. **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:_____

Printed Name:_____

Exhibit A: Proposal Schedule

Specialty Service Contractors | RFP 25-017

TRADES	Labor Rates Per Hour* Year 1	Year 2	Year 3
(1) GENERAL CONTRACTOR			
Project Manager			
Superintendent			
Foreman			
Laborer**			
Administrative Staff			
(2) PLUMBING			
Superintendent			
Foreman			
Journeyman			
Laborer**			
(3) MECHANICAL / HVAC			
Superintendent			
Foreman			
Journeyman			
Laborer**			
(4) ROOFING			
Superintendent			
Foreman			
Laborer**			
(5) UNDERGROUND UTILITIES			
Superintendent			
Foreman			
Laborer**			
(6) ELECTRICAL			
Superintendent			
Foreman			
Journeyman			
Laborer**			

SAMPLE ONLY
USE ATTACHED EXCEL FILE

Exhibit B: CONTRACT

THE PROPOSED CONTRACT FOR THIS

SOLICITATION IS PROVIDED AS AN ATTACHMENT

PLEASE RETURN SIGNED AS INSTRUCTED

Exhibit C: CHECKLIST

Written Proposal as indicated

Section III – Proposal Forms

- **All forms completed and signed**
- Provide **at least three (3) but no more than six (6) 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 the Excel file as part of your proposal submission**

Exhibit B: Contract

- **Review and sign** the draft contract; DO NOT ENTER AN EFFECTIVE DATE

Subcontractor Disclosure Form

- Identifying any and all subcontractors that may be used (use as many sheets as necessary). All subcontractors must meet all requirements as indicated herein.

Licensing

- Licenses must be current and active at the time of proposal submission and must remain current for the entire term of the contract.

Performance Bond

- Required before any work authorization

Payment Bond

- Required before any work authorization

AGENDA ITEM NO. G.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 18, 2025
SUBMITTED BY:	Jesse Miller, Community Development
ITEM TYPE:	Public Hearings
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	A Quasi-Judicial Proceeding- Case VAR-000537-2025- 8576 W Gulf Blvd- Variance request to Sec. 68-541 for a 10-foot variance to the rear (waterfront setback) resulting in a 0-foot setback for the construction of a single-family residence.
BACKGROUND:	Property history/background is provided in the attached staff report.
POLICY/PURPOSE:	Pursuant to Sec. 70-221, the power and authority to grant variances to waterfront yards abutting the Gulf of Mexico or public beach rests solely with the City Commission. The purpose of this item is to allow the City Commission to determine whether an unnecessary hardship does or does not exist pursuant to Sec. 70-221 of the Treasure Island Code of Ordinances for a variance request to Sec. 68-541 for a 10-foot variance to the rear (waterfront setback) resulting in a 0-foot setback for the construction of a single-family residence.
STRATEGIC PLAN RELEVANCE:	N/A
ANALYSIS/DISCUSSION:	Staff recommends to **TABLE** the variance request until the proposed Erosion Control Line is established or to **DENY** the variance request based on the analysis of the criteria in Sec. 70-221, finding that they have not been substantially satisfied, and that an unnecessary hardship does not exist. The attached staff report details the analysis of the criteria.

FUNDING: N/A

MOTION:

The City Commission has determined that an unnecessary hardship **DOES / DOES NOT** exist pursuant to Sec. 70-221 of the Treasure Island Code of Ordinances, and has moved to:

[ ] APPROVE

[ ] DENY

[ ] TABLE

[ ] APPROVE WITH CONDITIONS

A variance request to Sec. 68-541 for a 10-foot variance to the rear (waterfront setback) resulting in a 0-foot setback for the construction of a single-family residence.

ATTACHMENTS:

1. Staff Report.docx
2. Application.pdf
3. Warranty Deed.pdf
4. Affidavit to Authorize Agent.pdf
5. Variance Narrative.pdf
6. Site Plan.pdf
7. Floor Plans.pdf
8. Elevations.pdf

CITY OF TREASURE ISLAND
CITY COMMISSION
10451 Gulf Blvd, Treasure Island, Florida 33706
(727) 547-4575

CASE NO. VAR-000537-2025
STAFF REPORT
TUESDAY, NOVEMBER 18, 2025, AT 6:00 P.M.

DESCRIPTION: Variance request to Sec. 68-541 for a 10-foot variance to the rear (waterfront setback) resulting in a 0-foot setback for the construction of a single-family residence.

SITE LOCATION: 8576 W Gulf Blvd
Treasure Island, FL 33706



PARCEL ID #: 25-31-15-00000-330-0600

LEGAL DESCRIPTION: PART OF SW 1/4 OF SEC 25-31-15 DESC AS FROM NE COR OF BLK 2, LOT 1 F SUNSET BEACH UNIT 2 TH N88D20'E 19.87FT TH N20D19'W 263.93FT FOR POB TH N89D58'W 230FT(S) TO MHW OF GULF OF MEXICO TH NW'LY ALG WATERS OF SD GULF 67FT(S) TH S89D58'E 240FT(S) TO W'LY R/W OF GULF BLVD TH S20D19'E 65FT TO POB

PROPERTY OWNER: Jason Mehta and Lauren Mehta

517 Lucerne Ave
Tampa, FL 33606

GENERAL INFORMATION:

Land Use: RM (Residential Medium)

Zoning: RM-15 (Multiple Family Residential)

Adjacent Property (Use):

North: 8580 W Gulf Blvd – Condominiums

West: The Gulf of Mexico

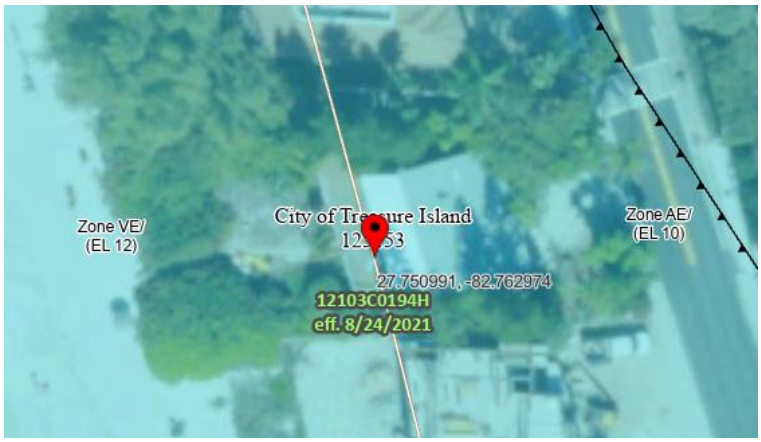
South: 8572 W Gulf Blvd – Single-Family Residential

East: 8573 W Gulf Blvd – Single-Family Residential

Site Area: Total Area (Preservation and RM-15 zoning districts)- Approximately 0.32 acres (14,231 square feet)

Total Buildable Area- Approximately 0.12 acres (5,124 square feet)

Flood Zone: AE-10 (Coastal A) and VE-12, Flood Insurance Rate Map Community Panel No. 12103C0194H, August 24, 2021.



PROPERTY HISTORY/BACKGROUND:

On May 10, 1977, the Planning & Zoning Board approved a site plan (SITE PLAN 025) for a two story motel consisting of 8 units. RES. 77-12.

On June 8, 1980, the Planning & Zoning Board approved a site plan modification (SITE PLAN 126) for the remodeling of a bedroom and a deck addition. RES. 80-1.

On February 26, 2025, a permit (DEMO-010413-2025) to demo an existing duplex/triplex was issued.

The applicants are proposing the construction of a single-family residence on a currently vacant parcel. The applicants have cited as justification for the variance a pending modification to the Erosion Control Line, which would result in a westward shift in the waterfront property line, resulting in a larger buildable area. The applicants are proposing to construct the residence to the current Mean High Water Line, which is the line from which the current rear setback is measured. This variance would result in a proposed 0-foot rear setback to the current 10-foot setback.

The proposed reconstruction will be possible after the Erosion Control Line is established, rendering this variance request unnecessary.

TREASURE ISLAND CODE OF ORDINANCES:

ARTICLE VIII. – BUILDING SETBACK LINES
Sec. 68-541. – Setback classifications.

West Gulf Boulevard from the south side of Lot 3, Sunset Beach Subdivision, Unit No. 4 (between 81st Avenue and 82nd Avenue) to the north side of O'Connell's Replat (West Gulf Boulevard near south end of Harrell Avenue).

Type A except street side – 20 feet

Street: 20 feet
Side: 7.5 feet
Waterfront: 10 feet

ARTICLE III. APPEALS TO ADMINISTRATIVE DECISIONS; SPECIAL EXCEPTIONS AND VARIANCES
DIVISION 3. – VARIANCES
Section. 70-221. - Procedure.
The planning and zoning board or the city commission, as provided for by this Code, may authorize a variance from the provisions of the land development regulations that are not contrary to the public interest. The power and authority to grant variances to parking requirements, building height, and waterfront yards abutting the Gulf of Mexico or public beach will be solely within the jurisdiction of the city commission. In no instance shall a variance be granted to density. The planning and zoning board or the city commission, as applicable, shall not review a variance request until:

(1) An application for such variance has been received by the city manager or specified designee, stating the special conditions and circumstances applying to the building, structure, or land for which such variance is sought. The applicant shall submit a narrative that explains the variance being requested in a manner that addresses the criteria specified in subsection (d) as they relate to the specific request. Since each application is considered based upon the unique circumstances

presented by such application, prior decisions of the board or commission shall not constitute grounds for the granting of any variance.

(2) The board or commission has received a report from the city manager or specified designee that evaluates the application based on the criteria required by this section.

(3) The board or commission holds a public hearing after written and posted notice has been given to the extent provided by chapter 70.

(4) The board or commission has considered the following criteria and find that they have been substantially satisfied and a hardship exists:

a. The variance is in fact a variance as set forth within the land development regulations and within the province of the board or commission based upon the opinion of the city manager or his designee;

b. Special conditions or circumstances exist which are peculiar to the building, structure, or land for which the variance is sought and do not apply generally to buildings, structures, or lands in the same zoning district;

c. Strict application of the provisions of the land development regulations would not permit the applicant reasonable use of the building; structure, or land;

d. The peculiar conditions and circumstances existing are not the result of the actions of the applicant, the applicant agent's agents, or the applicant's predecessors in title;

e. The variance proposed to be granted is the minimum variance that will make possible the reasonable use of the building, structure, or land;

f. Owing to special conditions, a literal enforcement would result in unnecessary hardship. Special conditions to be considered pursuant to this section of the land development regulations shall include, but not be limited to, the following circumstances:

1. *Redevelopment.* If the proposed project involves the redevelopment or utilization of an existing developed or partially developed site.

2. *Substandard lot(s).* If the proposed project involves the utilization of an existing legal nonconforming lot(s).

3. *Neighborhood character.* If the proposed project promotes the established development pattern of a block face, including setbacks, building height, and other dimensional requirements.

4. *Public facilities.* If the proposed project involves the development of public parks, public facilities or public utilities.

5. *Architectural and/or engineering considerations.* If the proposed project utilizes architectural and/or engineering features that would render the project more disaster resistant.

g. The granting of the variance will be in harmony with the general purpose and intent of this chapter;

h. The granting of the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

(5) In granting any variance, the planning and zoning board or city commission may prescribe appropriate conditions and safeguards in conformity with the land development regulations. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter.

(6) Under no circumstances shall the planning and zoning board or city commission grant a variance to permit a use not generally or by special exception permitted in the zoning district involved or any use expressly or by implication prohibited by the land development regulations.
(7) The granted variance shall be valid for one-year. To remain in effect after one-year, one of the following must have occurred:

a. An extension of time has been approved by the approving body;
b. Building permits relating to the requested variance have either been applied for or granted; or
c. A site plan review relating to the requested variance has been applied for or approved by the planning and zoning board.

(8) No application requesting the same or substantially similar relief or approval for the same property may be submitted for a period of one year following the date of denial by the appropriate board in the matter.
(9) In order to expedite the review of a variance application, a pre-application conference between the applicant and the city's administrative staff shall be required.

DIVISION 4.- APPLICATION REQUIREMENTS
Sec. 70-243- Judicial remedy.
Any person or persons, jointly or severally, aggrieved by any final decision of the planning and zoning board, including any officer, department, board or commission of the city, may appeal to circuit court within 30 days after rendition of any such decision. The proceedings in the circuit court shall not consist of a trial de novo, and shall be governed by the Florida Rules of Appellate Procedure and other applicable state law.

ANALYSIS OF LAND DEVELOPMENT REGULATIONS:

The criteria for reviewing a variance for approval or denial is contained in the City of Treasure Island Land Development Regulations – Sec. 70-221. Staff's analysis of the land development regulations is provided below. The applicant's narrative is included in this agenda packet as a separate attachment.

1. **The variance is in fact a variance as set forth within the land development regulations and within the province of the board or commission based upon the opinion of the city manager or his designee.**

   The variance being requested is set forth within the City's Land Development Regulations and under the purview of the Planning and Zoning Board.

2. **Special conditions or circumstances exist which are peculiar to the building, structure, or land for which the variance is sought and do not apply generally to buildings, structures, or lands in the same district.**

   The applicants have cited as justification for the variance a pending modification to the Erosion Control Line, which would result in a westward shift in the waterfront property line. This circumstance is not unique to the subject property as numerous properties to the north and to the south will be impacted by the establishment of the

Erosion Control Line.

3. **Strict application of the provisions of the land development regulations would not permit the applicant reasonable use of the building, structure, or land.**

   The site previously contained a duplex/triplex that appeared to comply with the current setback standards, according to measurements pulled on the City's GIS map.

   The properties along this portion of West Gulf Boulevard are also affected by the current Treasure Island Mean High Water Line and the proposed establishment of the Erosion Control Line. Strict application of the 10 foot setback does not prevent the applicant from reasonable use of this property.

4. **The peculiar conditions and circumstances existing are not the result of the actions of the applicant, the applicant's agent, or the applicant's predecessors in title.**

   There are no existing peculiar conditions or circumstances. The need for the variance arises solely from the applicant's desire to construct a residence that does not conform to the current rear setback for this site.

   The proposed reconstruction will be possible after the Erosion Control Line is established, rendering the variance request unnecessary.

5. **The variance proposed to be granted is the minimum variance that will make possible the reasonable use of the building, structure, or land.**

   Granting of the variance is not the minimum necessary to make possible the reasonable use of the property. The site previously contained a duplex/triplex that complied with the current setback standards.

6. **Owing to special conditions, a literal enforcement would result in unnecessary hardship. Special conditions to be considered pursuant to this section of the land development regulations shall include, but not be limited to, the following circumstances: Redevelopment; Substandard lot(s); Neighborhood character; Public facilities; Architectural and/or engineering considerations.**

   Redevelopment –
   The applicants are proposing the construction of a single-family residence. Literal enforcement of the current setback standards would not result in an unnecessary hardship.

   Substandard lot(s) –
   The existing parcel meets the minimum width and area. However, the parcel does not meet the minimum lot depth and is therefore considered a substandard lot in the RM-15 zoning district. See table below.

RM-15 Residential Medium	Minimum Lot Width	Existing	Minimum Lot Depth	Existing	Minimum Lot Area	Existing
Single-family	40	65	90	87- North 80- South	4,500	Approx. 5,124

Neighborhood character –
The existing developments along this portion of West Gulf Boulevard will all be impacted by the establishment of the Erosion Control Line and, in some situations, will increase the buildable area and/or potentially bring nonconforming structures into compliance.

Public facilities –
N/A- The variance request is not connected to a proposed project that involves the development of public parks, public facilities, or public utilities.

Architectural and/or engineering considerations –
N/A- The variance request has no impact on the required construction standards in the Coastal High Hazard Area.

7. **The granting of the variance will be in harmony with the general intent and purpose of this chapter.**

   The applicants have not demonstrated that a hardship exists without a variance. The granting of this variance is not in harmony with the general intent and purpose of this chapter (Division 3- Variances).

8. **The granting of the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.**

   The granting of this variance would not be injurious to the neighborhood or otherwise detrimental to the public welfare.

STAFF RECOMMENDATION:

Staff recommends to **TABLE** the variance request until the proposed Erosion Control Line is established or to **DENY** the variance request based on the analysis of the criteria in Sec. 70-221, finding that they have not been substantially satisfied, and that an unnecessary hardship does not exist.

November 18, 2025
CITY COMMISSION
DEVELOPMENT ORDER

CASE NO. VAR-000537-2025
LOCATION: 8576 W. GULF BLVD., TREASURE ISLAND, FL 33706

The City Commission has determined that an unnecessary hardship **DOES / DOES NOT** exist pursuant to Sec. 70-221 of the Treasure Island Code of Ordinances, and has moved to:

[ ] APPROVE [ ] DENY
[ ] TABLE [ ] APPROVE WITH CONDITIONS

A variance request to Sec. 68-541 for a 10-foot variance to the rear (waterfront setback) resulting in a 0-foot setback for the construction of a single-family residence.

RECOMMENDED CONDITION(S):

1. Variance approval is limited to the proposed single family residentiual structure encroaching into the waterfront setback. The depicted swimming pool, patio, and other site elements shown on the site plan are not included in this approval.

_____ _____
John Doctor Date
Mayor

Case Number: _____

City of Treasure Island Planning and Zoning Board or City Commission 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: MEHTA, JASON + LAUREN	Agent: HENORIK BISANZ
Address: 8576 W GULF BLVD	Address: 7701 BAYSHORE DR
T.I. FL 33706	T.I. FL 33706
Phone: 904. 888. 0370	Phone: 813. 422. 9112
Fax: /	Fax: /
Email: JMEHTA@FOLEY.COM	Email: HENORIK@SEASALTHOLDINGS.COM

List all Legal Owner(s) of Property: MEHTA, JASON P.

MEHTA, LAUREN T.

Complete legal description (may be placed on attached separate page): SEPARATE PAGE

Development Name: MEHTA RESIDENCE

Site Location/Address: 8576 W GULF BLVD

Area of Development (Acreage or Square Feet) 5,117 SF (CURRENT) 6052 SF (FUTURE)

Parcel Identification Number (list all): 25-31-15-00000-330-0600

Application Request TO ALLOW CONSTRUCTION UP TO THE 1968 TIMHWL

Future Land Use Designation RM-15 Proposed Future Land Use RM-15

Current Zoning RM-15 Proposed Zoning RM-15

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)

Owner/Agent

8/13/2025
Date

I#: 2023254102 BK: 22583 PG: 2429, 10/03/2023 at 01:39 PM, RECORDING 2 PAGES $18.50 D DOC STAMP COLLECTION $22050.00 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK: CLK102878

Prepared by and return to:
Barbara J Trawinski
Vaughn Law, PLLC
5600 Central Avenue
Saint Petersburg, FL 33707
(727) 223-6080
File Number: **23-01746**
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **29th day of September, 2023** between **Zachary Ryan Harrison, an unmarried man** whose post office address is **855 Central Avenue, Unit 226, Saint Petersburg, FL 33701**, grantor, and **Jason P Mehta and Lauren T. Mehta** whose post office address is **517 Lucerne Ave, Tampa, FL 33606**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Pinellas County, Florida** to-wit:

The North 1/2 of the following described tract:
Starting at the Northeast corner of LOT 1 OF BLOCK 1, SUNSET BEACH SUBDIVISION UNIT NO. 2, according to plat thereof recorded in Plat Book 23, Page 1, Pinellas County Records, run thence North 88° 20' East 19.87 feet; thence North 20° 19' West 198.93 feet for a Point of Beginning; thence North 89° 58' West 212 feet, more or less, to a point of intersection with high tide line of Gulf of Mexico, said point of intersection being for convenience hereinafter called "Point A"; returning to Point of Beginning, run thence North 20° 19' West 130 feet; thence North 89° 58' West 200 feet, more or less, to a point of intersection with high tide line of Gulf of Mexico, said point of intersection being for convenience hereinafter called "Point B"; thence run Southeasterly along high tide line of Gulf of Mexico from said "Point B" to said "Point A"; LESS the Northeasterly 20 feet thereof adjoining Treasure Island Drive to be used for road purposes.

Parcel Identification Number: 25-31-15-00000-330-0600

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **12/31/2022**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness
Printed Name: BLANE, HENDRIK

Witness
Printed Name: Barbara J. Trawinski

Zachary Ryan Harrison

State of Florida
County of Pinellas

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 29th day of September, 2023 by Zachary Ryan Harrison, an unmarried man who [_] is personally known or [X] has produced a driver's license as identification.

[Seal]

BARBARA J. TRAWINSKI
Commission # GG 931963
Expires December 16, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public
Print Name: _____
My Commission Expires: _____

AFFIDAVIT TO AUTHORIZE AGENT

STATE OF FLORIDA
COUNTY OF PINELLAS

MEHTA JASON + MEHTA LAUREN
NAME OF OWNER(S) being duly sworn, depose(s) and say(s):

PROPERTY ADDRESS(ES): 8576 W GULF BLVD

Parcel I.D. Number(s).: 25-31-15-00000-330-0600

1. That this property constitutes the property for which request for permits and approvals from the City of Treasure Island, as necessary, are being applied for.

2. That the undersigned (has/have) appointed HENDRIK BISANZ as (his/their) agent(s) to represent the above-described property and serve as the applicant/agent for development applications/modifications, at the Planning and Zoning Board meeting and execute any permits or other documents necessary to affect such permit(s).

3. That this affidavit has been executed to induce appropriate state agency in Florida to consider, and act on the above-described property.

4. That (I/we), the undersigned authority, hereby certify that the foregoing is true and correct.

PRINTED NAME OF PROPERTY OWNER(S): Lauren Mehta
SIGNATURE OF PROPERTY OWNER(S): Lauren Mehta
DATE: 8/11/25

STATE OF: FL
COUNTY OF: Hillsborough
The foregoing instrument was acknowledged before me this 11th day of August 2025, by (company/agent) Lauren Mehta by (persons name) _____, it's (title) _____ who is personally known to me, or who has produced _____ as identification and who _____did _____did not take an oath.

Deborah Guillen
(Print, Type, or Stamp Commissioned Name of Notary Public)
Commission Number:
Commission Expires:

DEBORAH GUILLEN
Notary Public - State of Florida
Commission # HH 462880
My Comm. Expires Dec 1, 2027
Bonded through National Notary Assn.

AFFIDAVIT TO AUTHORIZE AGENT

STATE OF FLORIDA
COUNTY OF PINELLAS

MEHTA JASON + MEHTA LAUREN
NAME OF OWNER(S) being duly sworn, depose(s) and say(s):

PROPERTY ADDRESS(ES): 8576 W GULF BLVD

Parcel I.D. Number(s).: 25-31-15-00000-330-0600

1. That this property constitutes the property for which request for permits and approvals from the City of Treasure Island, as necessary, are being applied for.

2. That the undersigned (has/have) appointed HENDRIK BISANZ as (his/their) agent(s) to represent the above-described property and serve as the applicant/agent for development applications/modifications, at the Planning and Zoning Board meeting and execute any permits or other documents necessary to affect such permit(s).

3. That this affidavit has been executed to induce appropriate state agency in Florida to consider, and act on the above-described property.

4. That (I/we), the undersigned authority, hereby certify that the foregoing is true and correct.

PRINTED NAME OF PROPERTY OWNER(S): JASON MEHTA

SIGNATURE OF PROPERTY OWNER(S): Jason Mehta

DATE: 8/11/2025

STATE OF: FL
COUNTY OF: Hillsborough
The foregoing instrument was acknowledged before me this 11th day of August, 2025 by (company/agent) Jason Mehta by (persons name) _____, it's (title) _____ who is personally known to me, or who has produced _____ as identification and who _____did _____did not take an oath.

Deborah Guillen
(Print, Type, or Stamp Commissioned Name of Notary Public)
Commission Number:
Commission Expires:

DEBORAH GUILLEN
Notary Public - State of Florida
Commission # HH 462880
My Comm. Expires Dec 1, 2027
Bonded through National Notary Assn.

City of Treasure Island, Florida

120 108th Avenue, Treasure Island, FL 33706
Phone (727) 547-4575 Fax (727) 547-4582
www.mytreasureisland.org

VARIANCE REQUEST NARRATIVE FORM

Applicant Name: HENDRIK BISANZ

Variance Address: 8576 W GULF BLVD

Application Number (Office Use): _____

The planning and zoning board shall authorize, in specific cases, such variance from the terms of the land development regulations as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of the land development regulations will result in unnecessary hardship.

The City Commission has the power to grant variances to accessory structures per subsection 68-460(3), density, parking (number or size of spaces), building height, and waterfront yards abutting the Gulf of Mexico or public beach.

The City Commission or the Planning and Zoning Board considers the following criteria to determine if a hardship exists (LDR Sec. 70-221).

All requests shall be valid for one year. To remain in effect after one-year, one of the following must have occurred:

1. *An extension of time has been approved by the approving body;*
2. *Building permits relating to the requested variance have either been applied for or granted; or*
3. *A site plan review relating to the requested variance has been applied for or approved by the planning and zoning board.*

Any requests for an extension of time relating to a variance must be in writing and received by the City Manager or designee at least three weeks prior to its expiration date in order for the request to be placed on the approving body's agenda.

The following narratives must be completed by the applicant as they relate to the variance request prior to submitting the completed application packet to the Community Development Department. Be specific in your narratives.

For any questions please email zoning@mytreasureisland.org

1. The variance must be in fact a variance as set forth within the Land Development Regulations and within the province of the board or commission based upon the opinion of the city manager or his designee. (example: a five-foot variance to reduce the waterfront setback on a specific address from 15 feet to 10 feet.) Please state the specific variance request(s).

A 10-foot variance to reduce the waterfront setback at 8576 West Gulf Boulevard from 10 feet to 0 feet, measured from the current 1968 Treasure Island Mean High Water Line (TIMHWL).

---

2. State the special conditions or circumstances exist which are peculiar to the building, structure, or land for which the variance is sought and do not apply generally to buildings, structures, or lands in the same district.

This property is uniquely affected by the pending recording of a new erosion control line that will replace the outdated 1968 TIMHWL. Once recorded, this new line will shift the applicable waterfront setback westward, significantly increasing the buildable area of the lot. The owner's building plans have been designed in full compliance with the forthcoming setback. Due to a separate legal matter involving another beachfront parcel, the recording is temporarily delayed—creating a timing issue not shared by other properties in the district.

---

3. State the strict application of the provisions of the Land Development Regulations which would not permit the applicant reasonable use of the building; structure, or land.

Under the current 1968 TIMHWL-based setback, the approved design—fully compliant with the soon-to-be-recorded line—cannot proceed. Strict enforcement forces the property to be developed under an outdated standard that no longer reflects actual shoreline conditions, effectively halting construction until the State resolves an unrelated matter. This prevents reasonable use of the land in line with the City's forward-looking coastal management goals.

---

4. State the peculiar conditions and circumstances existing which are not the result of the actions of the applicant, the applicant's agent, or the applicant's predecessors in title.

The peculiar condition is solely the result of the State's delay in recording the new erosion control line, which is tied to legal proceedings unrelated to this property. The owner did not create, contribute to, or have any control over these circumstances, yet they directly impact the ability to proceed with an otherwise code-compliant development.

---

5. Is the variance proposed to be granted the minimum variance that will make possible the reasonable use of the building, structure, or land? Please explain.

Yes. The request is limited strictly to reducing the waterfront setback by 10 feet to match the dimension that will apply once the new erosion control line is recorded. No other dimensional or regulatory relief is sought. This adjustment simply aligns the project with the forthcoming standard.

---

6. Owing to special conditions, a literal enforcement would result in unnecessary hardship. Special conditions to be considered pursuant to this section of the Land Development Regulations shall include, but not limited to, the following circumstances:

a. Redevelopment. Does the proposed project involve the redevelopment or utilization of an existing developed or partially developed site?

No — this is new construction designed in compliance with the forthcoming setback line.

b. Substandard lot(s). Does the proposed project involve the utilization of an existing legal nonconforming lot(s)?

No — the lot is conforming, but its usable area is temporarily constrained by an outdated line.

c. Neighborhood character. Does the proposed project promote the established development pattern of a block face, including setbacks, building height, and other dimensional requirements?

Yes — the project's design, siting, and scale are consistent with the anticipated neighborhood pattern once the updated erosion control line is in effect.

d. Public facilities. Does the proposed project involve the development of public parks, public facilities or public utilities?

No.

e. Architectural and/or engineering considerations. Does the proposed project utilize architectural and/or engineering features that would render the project more disaster resistant?

Yes — the building design incorporates modern coastal construction standards for resiliency against wind, flood, and storm surge, consistent with FEMA and Florida Building Code requirements.

---

7. Will the granting of this variance(s) be in harmony with the general purpose and intent of this chapter (LDR-Division 3-Variances)?

Yes. The variance advances the intent of the regulations by enabling development that aligns with updated coastal conditions and City planning objectives. It avoids unnecessary delay, supports efficient land use, and maintains compatibility with surrounding properties.

---

8. Will the granting of the variance(s) not be injurious to the neighborhood or otherwise detrimental to the public welfare?

Yes. The variance will not obstruct views, limit public access, or create adverse impacts to adjacent properties. The design is consistent with future allowable development under the updated erosion control line, ensuring harmony with the neighborhood and no harm to the public interest.

THIS BUILDING IS BEING BUILT IN A SPECIAL FLOOD HAZZARD ZONE

THE MEHTA RESIDENCE

8576 W. GULF BLVD. TR. IS.

FLORIDA BUILDING CODES 2023

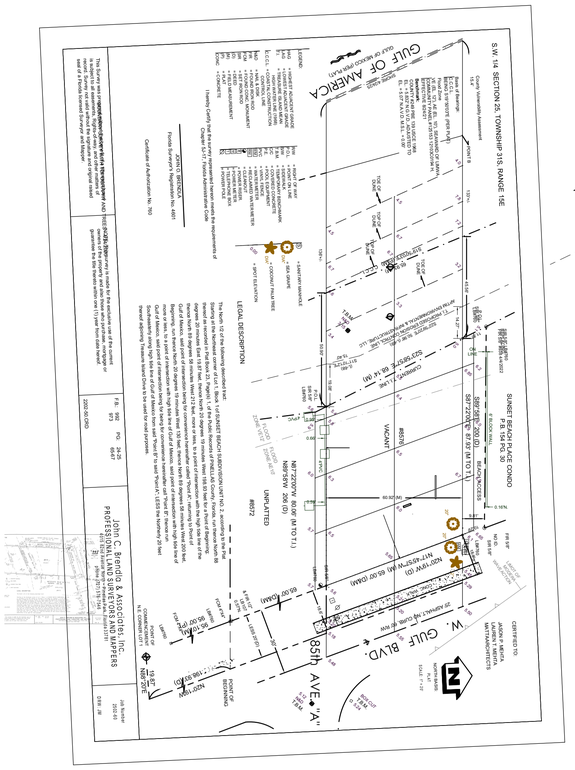
EXPOSURE D	WIND SPEED 150 MILES PER HR.
ENCLOSURE	ENCLOSED
RISK CAT.	II
COMPLIANCE CODE	FLORIDA BUILDING CODES 2023

A/C AREA GROUND FLOOR	290	SF
A/C AREA 2ND FLOOR	1700	SF
A/C AREA 3RD FLOOR	1855	SF
TOTAL A/C AREA	3845	SF
TOTAL DECK AREAS	600	SF
GARAGE AREA	995	SF
GROSS BUILDING AREA	5440	SF
SITE AREA	6054	SF
POOL DECK AREA	1090	SF
DRIVEWAY AREA	830	SF
TOTAL IMPERVIOUS AREA	2530	SF
% IMPERVIOUS AREA = 2530 / 6054 =	44	

BUILDING COVERAGE = 2200 /6054 = 34%

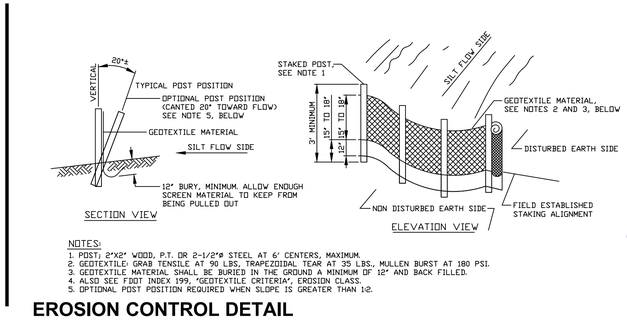
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A3	ELEVATIONS
A4	MECHANICAL FLOOR PLANS
A5	ELECTRICAL FLOOR PANS / CALCULATIONS



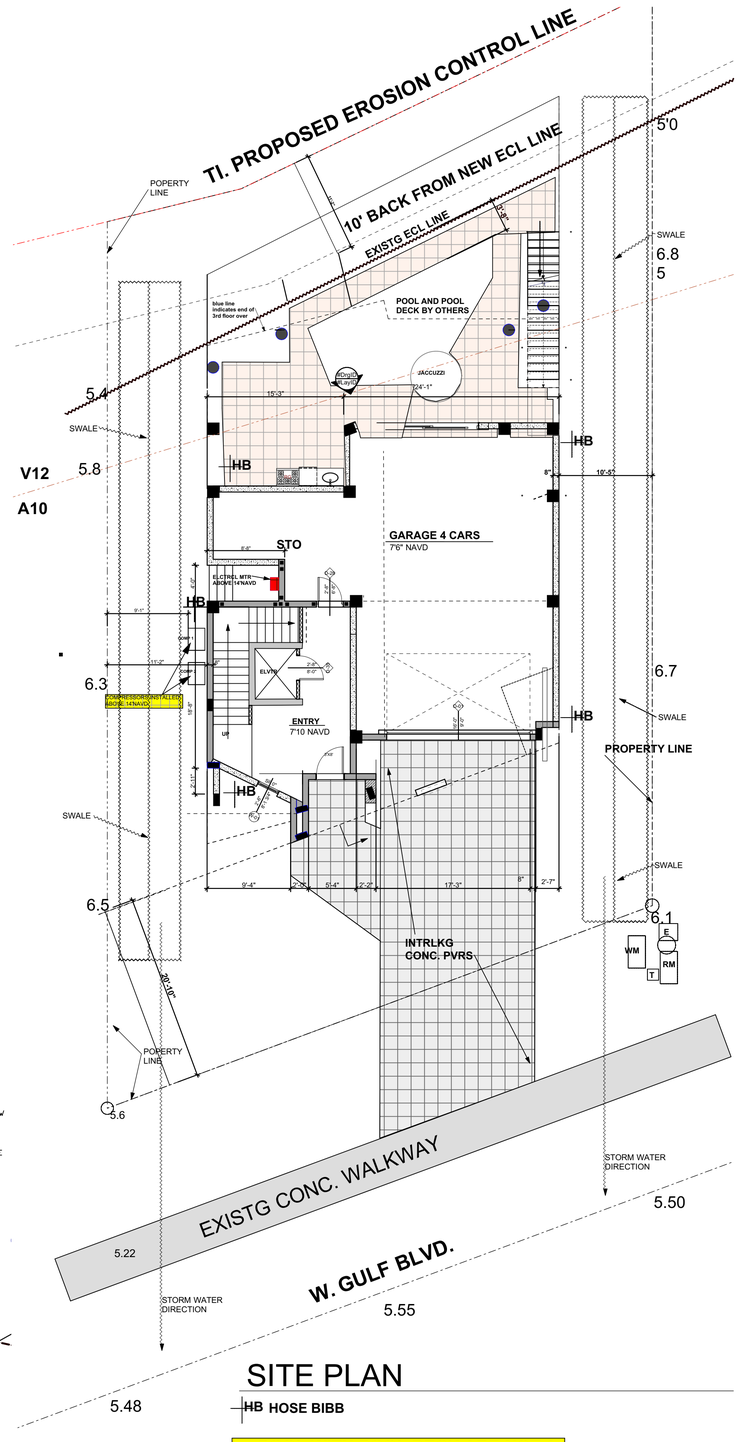
survey

SCALE: 1/32" = 1'-0"



NOTES:
1. POST; 2"X2" WOOD, P.T. OR 2-1/2"ø STEEL AT 6' CENTERS, MAXIMUM.
2. GEOTEXTILE; GRAB TENSILE AT 90 LBS, TRAPEZOIDAL TEAR AT 25 LBS., MULLEN BURST AT 180 PSI.
3. GEOTEXTILE MATERIAL SHALL BE BURIED IN THE GROUND A MINIMUM OF 12" AND BACK FILLED.
4. ALSO SEE FDOT INDEX 199, "GEOTEXTILE CRITERIA", EROSION CLASS.
5. OPTIONAL POST POSITION REQUIRED WHEN SLOPE IS GREATER THAN 1:2.

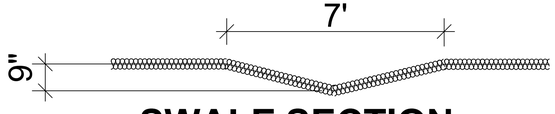
EROSION CONTROL DETAIL



SITE PLAN

HB HOSE BIBB

POOL WITH POOL DECK ARE NOT A PART OF THIS PERMIT



SWALE SECTION

MATTA ARCHITECT BUILDER 727-867-0630

ARCHITECT-REG.# AA-C001998 . LIC.# AR- 0008695 . GENERAL CONTRACTOR-REG. # RG-00409B . LIC.# C-2255
265 8TH AVENUE NORTH . TIERRA VERDE, FLORIDA,33715 . TELEPHONE(727) 867-0630 . FAX(727)867-0630

SHEET# CS OF

DRAWN

SCALE

DATE

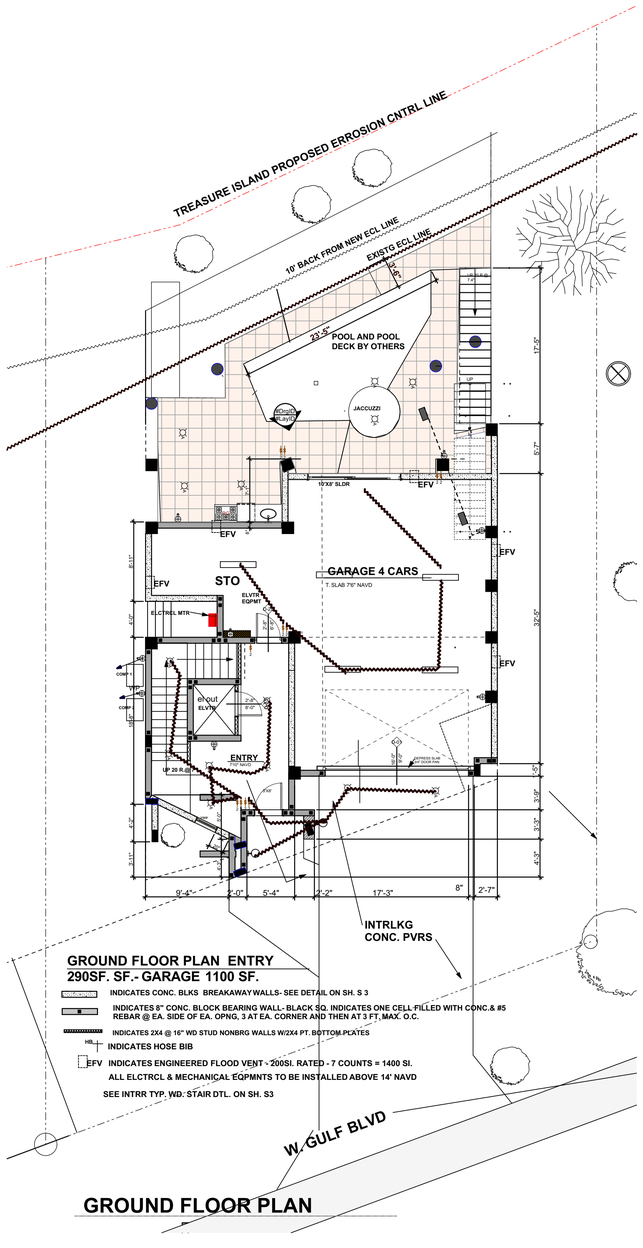
JOB #

PROJECT NAME THE MEHTA RESIDENCE

PROJECT ADDRESS 8576 W. GULF BLVD. TR. ISLAND

FOR

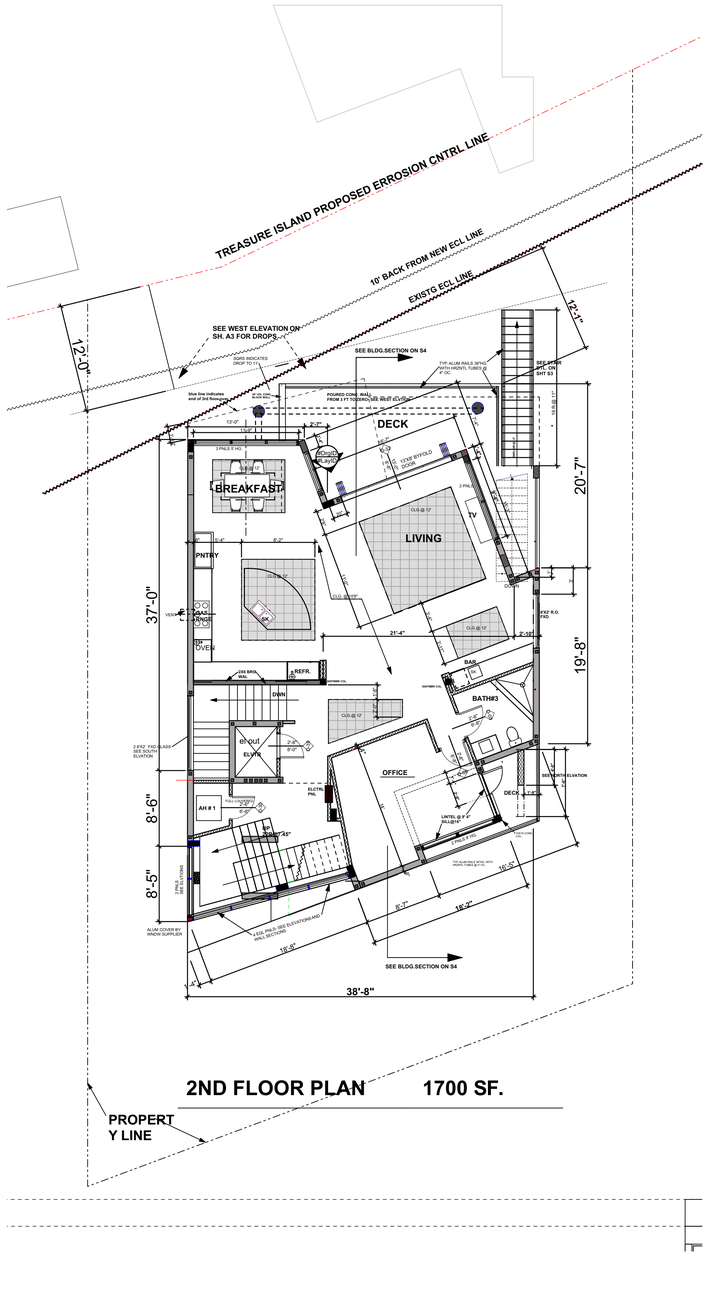
REVISIONS



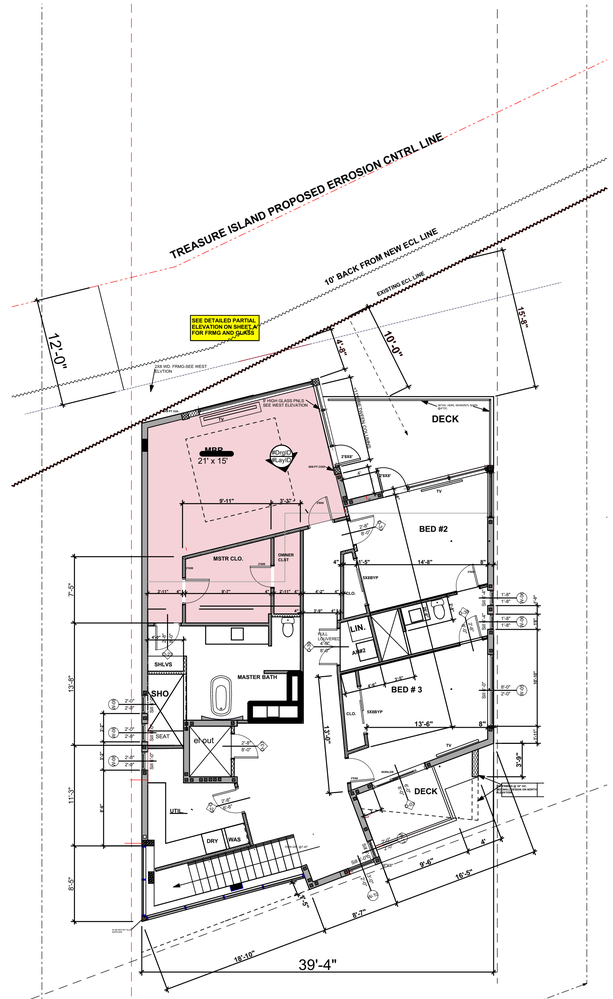
GROUND FLOOR PLAN ENTRY
290SF. SF.- GARAGE 1100 SF.

- INDICATES CONC. BLKS BREAKAWAY WALLS- SEE DETAIL ON SH. S 3
- INDICATES 8" CONC. BLOCK BEARING WALL- BLACK SQ. INDICATES ONE CELL FILLED WITH CONC.& #5 REBAR @ EA. SIDE OF EA. OPNG, 3 AT EA. CORNER AND THEN AT 3 FT. MAX. O.C.
- INDICATES 2X4 @ 16" WD STUD NONBRG WALLS W/2X4 PT. BOTTOM PLATES
- HB INDICATES HOSE BIB
- EFV INDICATES ENGINEERED FLOOD VENT - 200SI. RATED - 7 COUNTS = 1400 SI. ALL ELCTRCL & MECHANICAL EQPMNTS TO BE INSTALLED ABOVE 14' NAVD
- SEE INTRR TYP. WD. STAIR DTL. ON SH. S3

GROUND FLOOR PLAN



2ND FLOOR PLAN 1700 SF.



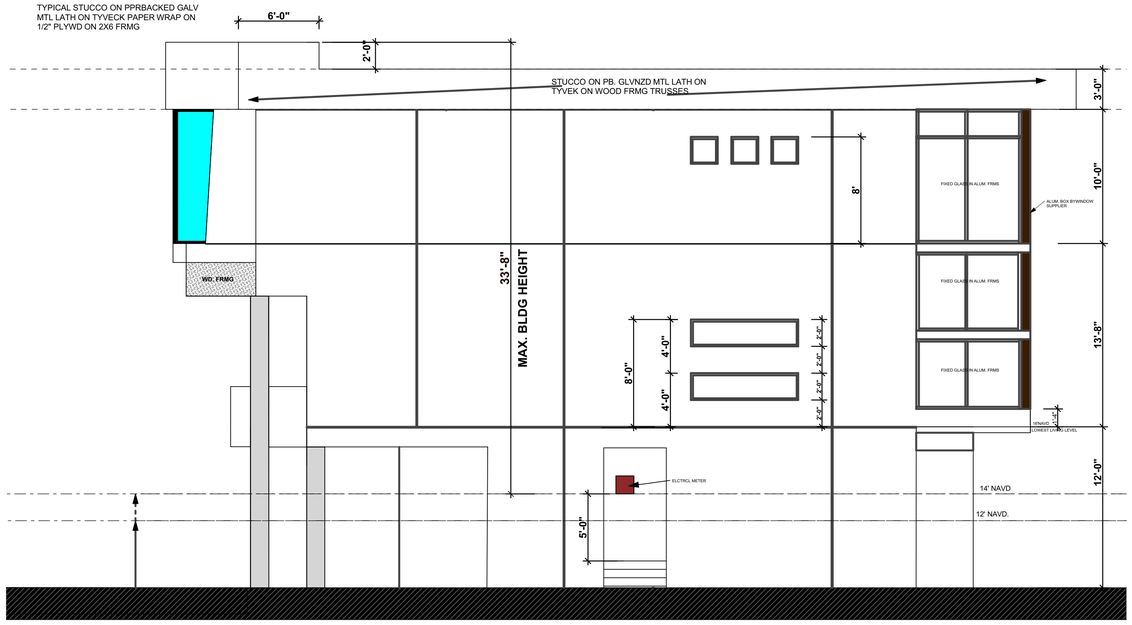
3RD FLOOR PLAN 1855 SF.

BEYOND OLD ECL LINE

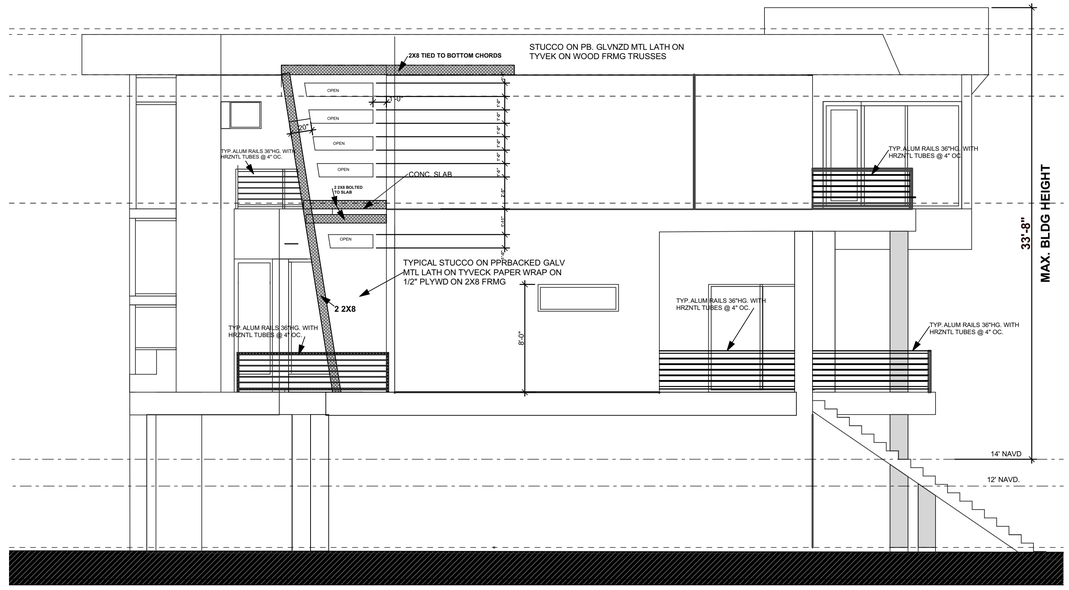
NAME	MEHTA RESIDENCE
ADDRESS	8576 W GULF BLVD
DRAWN	
SCALE	
DATE	
JOB #	
SHEET#	DC 1
OF	

PROJECT NAME
PROJECT ADDRESS
FOR
REVISIONS

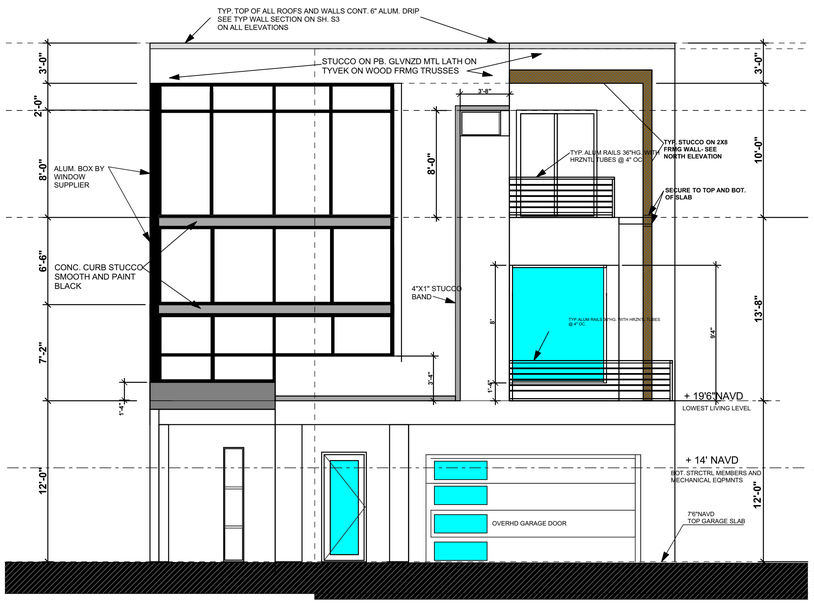
MATTA ARCHITECT BUILDER 727-867-0630
ARCHITECT-REG # AA-COO1998 . LIC # AR- 0008695 . GENERAL CONTRACTOR-REG. # RG-00409B . LIC # C-2255
265 8TH AVENUE NORTH . TIERRA VERDE, FLORIDA,33715 . TELEPHONE(727) 867-0630 . FAX(727)867-0630



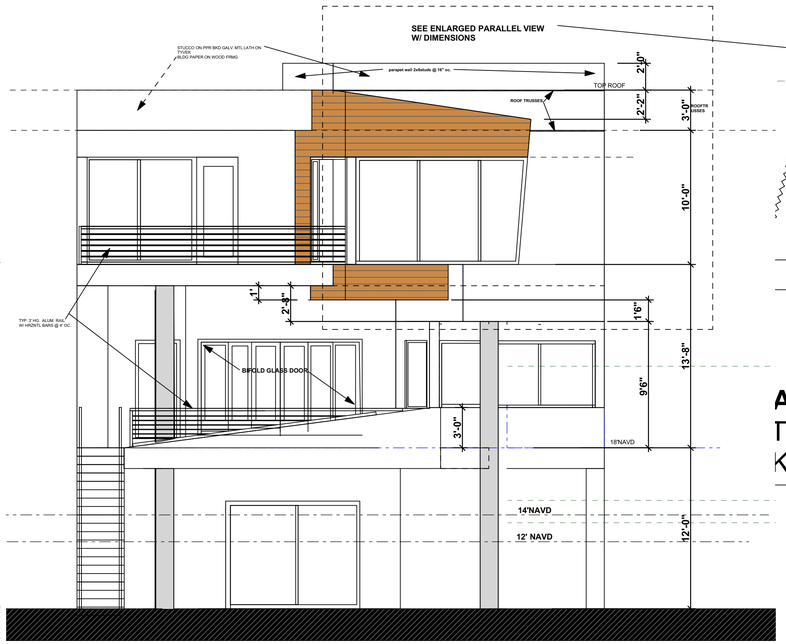
SOUTH ELEVATION



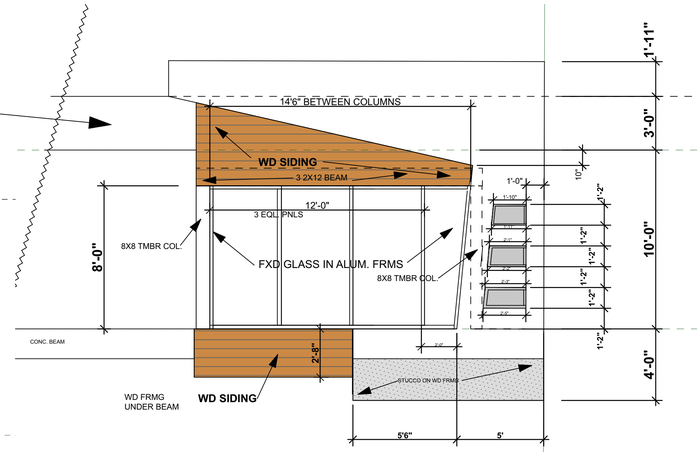
NORTH ELEVATION



EAST ELEVATION



WEST ELEVATION



ALLEL VIEW W/ DIMENSIONS
TIAL ELEVATION DETAIL
K OF MASTER BD ROOM

DRAWN
SCALE
DATE
JOB #
SHEET# A 3 OF
PROJECT NAME MEHTA RESIDENCE
PROJECT ADDRESS 8576 W GULF BLVD
FOR
REVISIONS

MATTA ARCHITECT BUILDER 727-867-0630
ARCHITECT-REG # AA-COO1998 . LIC # AR- 0008695 . GENERAL CONTRACTOR-REG. # RG-00409B . LIC # C-2255
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AGENDA ITEM NO. G.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 18, 2025
SUBMITTED BY:	Maryellen Edwards, Community Development
ITEM TYPE:	Ordinances
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Second Reading of Ordinance 2025-16 amending the City of Treasure Island Comprehensive Plan to allow for Alternative Temporary Lodging Units, in alignment with the Countywide Plan.
BACKGROUND:	This is a private-initiated application requesting the Local Planning Agency to make a finding of consistency with the City of Treasure Island Comprehensive Plan and recommend approval to the City Commission. If approved, the board shall also consider the second request to amend the associated Land Development Regulations accordingly.
POLICY/PURPOSE:	To amend the Comprehensive Plan Future Land Use Element in accordance with Florida Statutes and the City of Treasure Island Land Development Regulations.
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 Regulations
ANALYSIS/DISCUSSION:	The Countywide Plan Rules provide for certain increased alternative temporary lodging densities as an economic development incentive tool. The proposed change to the comprehensive plan would apply to development within the Resort Facilities Medium (RFM-30) and the Resort Facilities

High (RFH-50) zoning districts and would require a development agreement that controls the use of this incentive.

The Comprehensive Plan currently allows an FAR of 0.65 and 30 units per acre in the RFM-30 and a FAR of 1.2 and 50 units per acre in the RFH-50. Hotel/motels using the proposed Alternative Temporary Lodging Density and Intensity Standards could be allowed to utilize greater density and intensity as shown in Ordinance 2025-16 with an approved development agreement.

Following the first reading the amendment was transmitted to the state in accordance with Chapter 163 Florida Statutes. FloridaCommerce had no comment on the proposed amendment. The amendment was also submitted to the following reviewing agencies: Department of Education, Florida Department of Environmental Protection, Department of State Bureau of Historic Preservation, Department of Transportation, Tampa Bay Regional Planning Council and the Southwest Florida Water Management District. These agencies had no comments on the proposed amendment.

FUNDING: N/A

MOTION: I move to approve Ordinance 2025-16 at this second and final reading, recommend transmittal to the Department of Economic Opportunity in accordance with Section 163.3184, Florida Statutes and provide for an effective date.

ATTACHMENTS:

Amended Proposed Text Amendment Ordinance 10082025 (003).docx
Signed application.pdf
Thunderbird Affidavit to Authorize Agent.pdf
Exhibit A - CP Text Amendment-7-22-25.docx
LPA Resolution 2025-10.pdf
TI CD25-02 Consistency Letter.pdf
Business Impact Ordinance 2025-16.docx
Florida Commerce Response Letter.pdf
FDOT Response Treasure Island 25-01ESR.pdf
SWFWMD Response TreasureIsland_25-1ESR_Edwards_092425.pdf
Dept of Education Response.pdf
Ad 62050 Ordinance 2025-16.pdf

ORDINANCE 2025-17

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA AMENDING CHAPTER 68 "ZONING REGULATIONS" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES TO PROVIDE FOR ALTERNATIVE TEMPORARY LODGING DENISTY AND INTENSITY STANDARDS, BY AMENDING SECTION 68-2 "DEFINITIONS"; AMENDING SECTION 68-304 "PROPERTY DEVELOPMENT ZONING REGULATIONS" TO INCLUDE ALTERNATIVE TEMPORARY LODGING DENSITY AND INTENSITY STANDARDS FOR THE RFH-50 ZONING DISTRICT; AMENDING SECTION 68-431 "SCHEDULE OF LOT AND BUILK REGLATIONS"; AMENDING SECTION 68-496 TO PROVIDE PROCEDURES AND REQUIREMENTS FOR DEVELOPMENT AGREEMENTS UTILIZING ALTERNATIVE TEMPORARY LODGING DENSITY AND INTENSITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 68 of the City Code of Ordinances ("Code"), entitled "Zoning Regulations," regulates land development pursuant to Chapter 163, F.S. related to growth policy and municipal planning; and

WHEREAS, many properties within the RFH-50 zoning district suffered catastrophic damage during Hurricanes Helene and Milton in 2024, and are now faced with rebuilding; and

WHEREAS, the Countywide Plan Rules include optional Alternative Temporary Lodging Density and Intensity Standards which local governments may utilize in lieu of the standard temporary lodging densities or intensities subject to certain requirements; and

WHEREAS, the City Commission wishes to amend Chapter 68 "Zoning Regulations" to provide alternative temporary lodging density and intensity standards for properties located in the RFH-50 zoning district; and

WHEREAS, this ordinance is a revision to the land development regulations initiated by an application by a private party and therefore, pursuant to s. 166.041(4)(c), Fla. Stat., this ordinance is exempt from the business impact estimate requirement of s. 166.041(4)(a), Fla. Stat.; and

WHEREAS, 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 determines that the adoption of this Ordinance is in the interests of the public health, safety and welfare of the City and its residents.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND, FLORIDA DOES ORDAIN:

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as legislative findings by the City Commission of the City of Treasure Island, Florida, for the adoption of this Ordinance.

SECTION 2. That section 68-2 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to insert definitions for "Alternative Temporary lodging unit" and "Alternative Temporary lodging use", and amend the definitions of "hotel or motel" and "Hotel or motel unit" as follows:

Sec. 68-2. Definitions.

…

Alternative Temporary lodging unit means an individual room, rooms or suite within a temporary lodging use designed to be occupied as a single unit of temporary occupancy. (Includes hotel/motel units)

Alternative Temporary lodging use means a facility, building or structure containing one or more temporary lodging units, used for lodging, boarding, or temporary residential occupancy by one or more individuals possessing a leasehold term of less than three months and offered to the public at large for compensation at a daily, weekly, or seasonal rate. In determining whether a property is used as a temporary lodging use, such determination shall be made without regard to the form of ownership of the property or unit, or whether the occupant has a direct or indirect ownership of the property or unit; and without regard to whether the right of occupancy arises from a rental agreement, other agreement, or the payment of consideration. (Includes hotel/motel units)

…

Hotel or motel means a building or buildings, collectively, "facility," containing individual guest rooms, units or efficiencies for which daily, weekly or monthly lodging is provided as transient accommodations. (Also know as Alternative temporary lodging)

Hotel or motel unit means a room or group of rooms within a hotel or motel, as defined, with individual sleeping facilities having one entrance door. (Also known as Alternative temporary lodging)

…

SECTION 3. That section 68-304 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 68-304. Property development zoning regulations.

(a) *Generally.* Property development zoning regulations as expressed through lot and bulk requirements are as indicated within section 68-431. Yard requirements, setbacks, height regulations, impervious surface requirements, parking and other lot and zoning regulations are contained in separate sections of this chapter.

(1) The maximum impervious surface ratio (ISR) shall be 0.95. The maximum floor area ratio (FAR) shall be 1.2 for all allowable uses, except for Hotel/Motel utilizing the Alternative Temporary Lodging Density and Intensity Standards shall be permitted Intensity per Sub-section (3) below. Residential dwellings shall be exempt from the FAR and ISR requirements.

(2) Hotel/motel uses shall not exceed a density of 50 units per acre. Tourist dwellings, as defined in section 68-2, and residential dwellings of all types shall be limited to a maximum density of 15 units per acre. Hotel/motel "residence" suites, which may have full kitchens, shall not be considered tourist dwellings for the purpose of this regulation.

(3) Hotel/motel utilizing Alternative Temporary Lodging Density and Intensity Standards, as defined in Section 68-2, shall be permitted at a greater density and intensity than 50 units per acre and 1.2 FAR. A Development Agreement is required per section 68-496 (4) to permit alternative density and intensity as follows:

Alternative Temporary Lodging Density and Intensity Standards				
Plan Category	Temporary Lodging On Property That Is	Maximum Density/Intensity Standards		
		Units/Acre	FAR	ISR
Resort Facilities High (RFH-50)	Less Than One Acre	75	2.2	0.95
	Between One Acre And Three Acres	100	3.0	0.95
	Greater Than Three Acres	125	4.0	0.95

(b) *Other standards.* Public/semi-public and/or ancillary nonresidential use shall not exceed a maximum area of three acres. Any such use, alone or when added to existing contiguous like uses, which exceed this threshold shall require a future land use map amendment and be rezoned to include such use and all contiguous like uses.

SECTION 4. That section 68-431 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 68-431. Schedule of lot and bulk regulations.

The restrictions and controls intended to regulate the property development characteristics of each zoning district are set forth in the following schedule of lot and bulk regulations supplemented by other sections of this chapter:

Zoning District/Land Use	Minimum Lot Width (Feet)	Minimum Lot Depth (Feet)	Minimum Lot Area (Square Feet)	Maximum Density Dwelling Units (Per Acre)	Maximum Building Height (Above BFE +2 feet of freeboard + Terrain Height Modification Adjustment Factor)	Floor Area Ratio (%)
RFH-50/Resort Facilities High						
Dwelling, Residential and Dwelling, Tourist						
Single-family	40	90	4,500	9	35	—
Two-family	50	90	6,000	11	35	—
Multiple-family	70	90	9,000	15 (5 living levels max.)	60	—
Hotel/Motel	70	90	9,000	50 (5 living levels max.)	60	120
Hotel/Motel Alternative Temporary Lodging	70	90	9,000	See Section 68-304 (a) (3)	80	See Section 68-304 (a) (3)
Public Administration Facilities	90	90	10,000	—	45	120
Commercial Use	70	90	9,000	—	45	120
Maximum lot coverage in all districts: 50%						
Impervious surface ratio—RFH-50:	Multifamily residential: 70% Nonresidential uses: 95%					

SECTION 5. That section 68-496 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 68-496. Development agreements.

Pursuant to the authority granted the city by F.S. §§ 163.3220—163.3243, as amended (known as the Florida Local Government Development Agreement Act, hereinafter the "Act") the city may enter into a development agreement with any person(s) having a legal or equitable interest in real property located within the city. All fees imposed pursuant to this section, shall be set by the city commission in appendix A.

A development agreement shall mean a written agreement between the city and a property owner(s) that identifies fees, dedications, exactions or other public improvements or construction controls that will be provided by the developer, and the land development regulations that will be applied by the city during the term of the agreement.

(1) A development agreement may be entered into when one or more of the following exist:

a. Where the development is proposed to be constructed with commitments to substantial public improvements being required in the development process.

b. Where commitments to public improvements beyond those ordinarily required of similar development are desirable by reason of location, topography, or other characteristics of the property.

c. Where it is desirable to provide incentives to coordinate developments with a specific plan.

d. Where hotel/motel utilizes temporary lodging density and intensity greater than 50 units per acre and 1.20 floor area ratio (FAR) per Section 68-304 (a)(3).

(2) Procedures and requirements for entering into a development agreement:

a. Proposal for a development agreement may be made by any interested party at any time prior to the completion of approvals for development of the project. Such proposal shall be formulated with the applicant and the city manager.

b. A proposed development agreement shall be adopted, amended, or revoked by following the procedures of the Act. At a minimum, the local planning agency and the city commission shall each hold a public hearing following the notification procedures set forth in the Act and section 70-12.

c. Development agreements shall be adopted by ordinance and may be amended by ordinance with the mutual consent of the parties to the agreement or by their successors in interest.

d. No development agreement shall be effective or be implemented by the city unless the city's comprehensive plan and plan amendments implementing or related to the agreement are in compliance with F.S. § 163.3184.

(3) A development agreement shall include the following (See section 68-496(4) for Alternative Temporary Lodging Density and Intensity requirements):

a. A legal description of the land subject to agreement and the names of its legal and equitable owners.

b. The duration of the agreement, may not exceed 30 years unless it is extended by mutual consent of the city and the developer, subject to a public hearing in accordance with F.S. § 163.3225.

c. The development uses permitted on the land including population densities and building intensities and height.

d. A description of public facilities that will service the development, including who shall provide such facilities; the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development.

e. A description of any reservation or dedication of land for public purposes.

f. A description of all local development permits approved or needed to be approved for the development of the land.

g. A finding that the development permitted or proposed is consistent with the city comprehensive plan and the land development regulations.

h. A description of any conditions, terms, restrictions, or other requirements determined to be necessary for the public health, safety, or welfare.

i. A statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

j. A development agreement may provide that the entire development or any phase thereof be commenced or completed within a specific period of time.

k. All other things required to be addressed by the Act, the city's comprehensive plan, or other city ordinances.

(4) Procedures and requirements for entering into a development agreement for Alternative Temporary Lodging Density and Intensity:

a. The development agreement shall be prepared and approved pursuant to F.S. §§ 163.3220-163.3243, as amended.

b. The development agreement shall indicate the ability of the local government, or the applicable service provider, to meet the concurrency management standards for sanitary sewer, solid waste, drainage, potable water, parks and recreation, schools and transportation facilities, as required pursuant to F.S. § 163.3180, and the applicable local government or service provider plan and regulations.

c. The provision for all temporary lodging uses shall comply with all county and local hurricane evacuation plans and procedures to ensure orderly evacuation of guests and visitors pursuant to the Pinellas County Code, Chapter 34, Article III. In particular, all temporary lodging uses which are located in hurricane evacuation level A, as identified by the Pinellas County Emergency Management Agency, shall prepare a legally enforceable mandatory evacuation/closure covenant, stating that the temporary lodging use will be closed as soon as practicable after a hurricane watch is posted for Pinellas County by the National Hurricane Center. Further, a plan implementing the closure and evacuation procedures shall be prepared and submitted to the county or municipal emergency management coordinator, whichever is applicable, within 90 days of the issuance of a certificate of occupancy. This plan will be updated and sent for review when there is a change of ownership or substantive change to the plan or as required by the county or municipal emergency management coordinator, whichever is applicable.

d. Design considerations in Section A, the transportation concurrency management provisions in Section B, and the restrictions on temporary lodging use in Section C set forth the following:

1. *Design considerations.* The purpose of the design considerations is to enable the local government to authorize increased density and intensity, subject to a determination that the project is compatible with the size, location, configuration and character of the site, its relationship to the countywide plan map category in which it is located, and to adjoining uses; and that the overall principles of quality urban design as set forth in Pinellas By Design: An Economic Development and Redevelopment Plan for Pinellas County are furthered.

In particular, design considerations applicable to the proposed use shall address the following in the development agreement so as to ensure compatibility in terms of context-sensitive design, and the scale and placement of the proposed use so as to achieve a harmonious relationship and fit relative to its location and surroundings:

I. Building scale, including height, width, location, alignment, and spacing.

II. Building design, including elevations, facade treatment, entrance and porch or balcony projections, window patterns and roof forms.

III. Site improvements, including building and site coverage, accessory structures, service and amenity features, walkway and parking areas, open space, and view corridors.

IV. Adjoining property use, including density/intensity, and building location, setbacks, and height.

2. Mobility Management. The purpose of this provision is to ensure that a project authorized to use the increased density and intensity is consistent with the Forward Pinellas Countywide Rules Section 5.2.2.3 approach to analysis standards, level of service, proportionate fair share, the Pinellas County Mobility Plan, and constrained facility designations.

3. *Operating characteristics and restrictions.* The purpose of this provision is to ensure that a project authorized to use any portion of the increased density and intensity is built, functions, operates, and is occupied exclusively as temporary lodging. In particular, temporary lodging uses at higher densities/intensities shall comply with the following restrictions:

   I. No temporary lodging unit shall be occupied as a residential dwelling unit, and a locally-determined maximum length of stay for any consecutive period of time shall be established by the local government to ensure that any temporary lodging use does not function as a residential use.

   II. Temporary lodging units shall not qualify or be used for homestead or home occupation purposes.

   III. All temporary lodging units must be included in the inventory of units that are available within a temporary lodging use.

   IV. No conversion of temporary lodging units to residential dwelling units shall be permitted unless the conversion is in compliance with the countywide rules with respect to the permitted residential density and, where applicable, the intensity for associated nonresidential uses.

   V. A temporary lodging use may include accessory uses, such as recreational facilities, restaurants, bars, personal service uses, retail uses, meeting space, fitness centers, spa facilities, parking structures and other uses commonly associated with temporary lodging uses. All such uses shall be included in the calculation of allowable floor area ratio.

   VI. Any license required of a temporary lodging use by the local government, county, or state agency shall be obtained and kept current.

   VII. Temporary lodging uses shall be subject to all applicable tourist development tax collections.

   VIII. A reservation system shall be required as an integral part of the temporary lodging use, and there shall be a lobby/front desk area that must be operated as a typical

lobby/front desk area for temporary lodging would be operated.

IX. Temporary lodging uses must have sufficient signage that complies with local codes and is viewable by the public designating the use as a temporary lodging use.

X. The books and records pertaining to use of each temporary lodging unit shall be open for inspection by authorized representatives of the applicable local government, upon reasonable notice, in order to confirm compliance with these regulations as allowed by general law.

XI. The applicable local government may require affidavits of compliance with this section from each temporary lodging use and/or unit owner.

e. A development agreement prepared pursuant to this section shall be approved by the local government governing body, recorded with the clerk of the circuit court pursuant to F.S. § 163.3239, a copy filed with the Property Appraiser's Office, and a copy submitted to the PPC and CPA for receipt and filing within 14 days after recording. The development limitations set forth in the development agreement shall be memorialized in a deed restriction, which shall be recorded in the official records of Pinellas County prior to the issuance of a building permit for the temporary lodging use.

SECTION 6. SEVERABILITY.
It is the intention of the City Commission that each provision hereof be considered severable, and, if any section, subsection, sentence, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

SECTION 7. CONFLICT.
All ordinance or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 8. CODIFICATION.
Sections 2-5 of this ordinance shall be codified in the Code of Ordinances for the City of Treasure Island, Florida. The codifier is authorized to renumber or reclassify such other provision of the Code of Ordinance to accomplish such intention. The codifier is also authorized to make editorial changes not affecting the substance of this Ordinance in the substitution of article, ordinance, section, paragraph, or such other appropriate word or phrase in order to accomplish such intention.

SECTION 9. EFFECTIVE DATE.
This Ordinance shall take effect upon the same date that Ordinance 2025-16 takes effect.

FIRST READING and PUBLIC HEARING on the 21st day of October, 2025.

SECOND READING and PUBLIC HEARING on the 18th day of November, 2025.

PUBLISHED in the Tampa Bay Times on the 29th day of October, 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:

_____
Gavin Rollins, City Attorney

City of Treasure Island

Community Development Department
10451 Gulf Blvd, Treasure Island, FL 33706
(727) 547-4575
zoning@mytreasureisland.org

COMPREHENSIVE PLAN TEXT AMENDMENT, FUTURE LAND USE MAP AMENDMENT, REZONING AND/OR LAND DEVELOPMENT REGULATION TEXT CHANGE APPLICATION

Application # _____ Date 7-22-2025

☒Comprehensive Plan Text Change ☒Land Development Regulation Text Change
☐Future Land Use Map Change ☐Rezoning/Map Change

OWNER/APPLICANT INFORMATION

OWNER'S NAME: Thunderbird TI Holdings LLC PHONE 813-331-0976

OWNER'S ADDRESS: 4100 N 28th Terrace EMAIL: ialbert@halff.com

CITY: Hollywood STATE: FL ZIP: 33020-1116

AGENT'S NAME: Isabelle Albert, Halff PHONE 813-331-0976

AGENT'S ADDRESS: 1000 N Ashley Dr, #900 EMAIL: ialbert@halff.com

CITY: Tampa STATE: FL ZIP: 33602

Note: The owner/applicant must submit a notarized letter authorizing the agent to act on their behalf and stating the agent's name, address and phone number.

LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL ID NUMBER(S): N/A - Text amendment

LEGAL DESCRIPTION: N/A - Text amendment

PROPERTY DESCRIPTION

PROPERTY ADDRESS: N/A - Text amendment

PROPERTY ACRES (AC): N/A - Text amendment PROPERTY SQUARE FEET (SF): N/A - Text amendment

CURRENT FUTURE LAND USE CATEGORY: N/A - Text amendment

PROPOSED FUTURE LAND USE CATEGORY: N/A - Text amendment

CURRENT ZONING DISTRICT DESIGNATION: N/A - Text amendment

PROPOSED ZONING DISTRICT DESIGNATION: N/A - Text amendment

THE UNDERSIGNED CERTIFIES that the ownership of all property within this application has been fully divulged, whether such ownership be contingent or absolute, and that the names of all parties to any contract for sale in existence or any options to purchase are filed with this application. Further, this application must be complete and accurate before the Public Hearing can be advertised, with attached justification form(s) completed and filed as part of this application. Furthermore, I certify that the information contained herein is correct to the best of my knowledge.

Signature of Applicant — Gilad Ovaknin, Thunderbird TI Holdings, LLC (Printed Name of Signatory)

Signature of Applicant — Printed Name of Signatory

Signature of Applicant — Printed Name of Signatory

(THIS FORM MUST BE SIGNED BY ALL TITLE HOLDER OR HOLDERS)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ✓ physical presence or __ online notarization this 23rd day of July, 2025, by Gilad Ovaknin, who ✓ is personally known to me or _____ has produced a _____ driver's license or _____ as identification.

SUEZETTE MCCRAY-NEWSON
Notary Public - State of Florida
Commission # HH 233408
My Comm. Expires Feb 27, 2026
Bonded through National Notary Assn.

Suezette McCray-Newson 7/23/25
Notary Public
My Commission Expires: 2/27/2026

A fee payable to the City of Treasure Island must accompany this application in accordance with the fee schedule set by the City Commission. (Fees current as of October 1, 2024)

Comprehensive Plan Text Amendment/Future Land Use Map Amendment:	$2,250
Rezoning/Map Change:	$2,000
Land Development Regulation Text Amendment:	$2,000

COMPREHENSIVE PLAN TEXT AMENDMENT, FUTURE LAND USE MAP AMENDMENT, REZONING AND/OR LAND DEVELOPMENT REGULATION TEXT CHANGE

APPLICATION NO. _____

Applicant Thunderbird TI Holdings LLC

Address 4100 N 28th Terrace, Hollywood, FL 33020

(1) Existing Use: If the property is developed, describe, in general terms, the existing use of the property such as the type of use, number of units, gross floor area etc. If the property contains structures, please submit a site plan in addition to the description.

With input and guidance from City staff—Katheryn Younkin, Maryellen Edwards, and Bobbie Shay Lee—this request seeks a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan. The purpose is to allow for Alternative Temporary Lodging Units, in alignment with the Countywide Rules effective as of August 21, 2023.

A Word version of both proposed text amendments is included with this application. Please note that the subsection under Section 68-796 (4)(d)2 will need to be finalized by the City of Treasure Island, as the applicant does not have sufficient information regarding pending Ordinance 2025-08, which pertains to the Multimodal Impact Fee.

(2) Proposed Use: Please describe the proposed use that requires the zone or text change. The proposed plan, including a site plan, for the site in question must be submitted along with a verbal representation of the proposed project.

With input and guidance from City staff—Katheryn Younkin, Maryellen Edwards, and Bobbie Shay Lee—this request seeks a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan. The purpose is to allow for Alternative Temporary Lodging Units, in alignment with the Countywide Rules effective as of August 21, 2023.

A Word version of both proposed text amendments is included with this application. Please note that the subsection under Section 68-796 (4)(d)2 will need to be finalized by the City of Treasure Island, as the applicant does not have sufficient information regarding pending Ordinance 2025-08, which pertains to the Multimodal Impact Fee.

Comprehensive Plan Text Amendment and/or Future Land Use Map Amendment (Also see Florida Statutes 163.3184)

All Comprehensive Plan amendments and Future land Use Map amendments are evaluated by the Local Planning Agency and the City Commission based on consistency with the City of Treasure Island Comprehensive Plan, the criteria outlined in Section 68-121 of the Land Development Regulations and the Forward Pinellas Countywide Plan. Please describe how your application meets the following criteria:

Section 68-121 Comprehensive Plan and Future Land Use Map

(1) The proposed amendment will meet the acceptable level of service standards established in the comprehensive plan;

Each individual project requesting Alternative Temporary Lodging will be evaluated to ensure compliance with applicable level of service standards during the review process. This amendment does not waive any such review process.

(2) The proposed amendment is in harmony with the general intent of the comprehensive plan;

The proposed amendment is in harmony of the general intent of the comprehensive plan and of the Countywide Rules.

(3) A change in land use designation must be compatible with adjacent land uses, and one that will not become a potential nuisance; and

N/A - this is a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan

(4) A change in land use designation must be compatible with the current and future use of adjacent and nearby properties to justify the proposed change and will not negatively affect the property values of adjacent and nearby properties.

N/A - this is a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan

Rezoning/Map Change or Land Development Regulation Text Change

Please note that applications for changes to the Zoning Map are evaluated by the Local Planning Agency and the City Commission based on the criteria outlined in Section 68-121 of the Land Development Regulations. Please describe how your application will affect the following:

(1) The existing land use pattern; compatible with the purpose and intent of the applicable comprehensive plan goals, objectives and policies

N/A – This is a text amendment to permit Alternative Temporary Lodging within zoning districts and land use classifications designated for medium- to high-intensity resort facilities.

(2) The population density pattern of the area and possible increase or overtaxing of the load on public facilities such as utilities and streets

This amendment is for Alternative Temporary Lodging which is a similar use to Hotel and Motel currently permitted within the zoning districts and land use classifications designated for medium- to high-intensity resort facilities

(3) The possible overloading of the city's sewage collection facilities

Each individual project requesting Alternative Temporary Lodging will be evaluated to ensure compliance with applicable utilities standards during the review process. This amendment does not waive any such review process.

(4) The possible overloading of the city's drainage system

Each individual project requesting Alternative Temporary Lodging will be evaluated to ensure compliance with applicable utilities standards during the review process. This amendment does not waive any such review process.

(5) The proposed change would create an isolated zoning district unrelated to adjacent and nearby zoning districts

N/A - this is a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan

(6) The existence of changed or changing conditions which make the passage of the proposed rezoning necessary or appropriate

N/A - this is a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan

(7) The impact of the proposed rezoning upon living conditions in the adjacent neighborhood

N/A - this is a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan

(8) The impact of the rezoning and allowable development upon the flow of light and air to adjacent areas

N/A - this is a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan

(9) The impact of the proposed rezoning upon property values in the adjacent area

N/A - this is a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan

(10) The impact of the proposed rezoning upon improvement or development of adjacent property in accordance with existing regulations

N/A - this is a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan

(11) The existence of other adequate sites in the city for the proposed use in districts already permitting such use

N/A - this is a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan

For proposed text changes to the Land Development Regulations please attach a strikethrough/underline version of the text to be changed in a word document

Please see attached strikethrough/undrline version of the text amendment for Land Development Regulations and the City of Treasure Island Comprehensive Plan

Submittal Requirements

The following information is required to be completed or submitted with this completed application. (10 copies of each for a FLUM and Rezoning Application)

1. Pre-application meeting date Done
2. Processing Fee Ok
3. Legal names of each of the owners of the subject property including their business and home addresses and telephone numbers Done
4. If any owner is a business entity such as a partnership, corporation or joint venture, the names and business addresses of all partners and officers, as appropriate, and telephone numbers Done
5. The legal description of the subject property N/A
6. If the applicant for rezoning is a representative of the owner, evidence of agency in the form of a letter, affidavit or other document satisfactory to the city attorney Done Done
7. Property survey for rezoning or map changes N/A
8. A copy of the zoning map, clearly marking the boundaries of the property being considered. N/A
9. Attach proof of ownership (i.e. copy of the deed). Include a copy of the property record card from the property appraiser's office. N/A
10. Written statement regarding the consistency with the City's Comprehensive Plan and Land Development Regulations for amendments (Sections 68-121 and 68-122) as applicable. See above
11. Proof of mailing of Public Notice. At least 10 days prior to each public hearing date (Local Planning Agency and two City Commission meetings) the applicant must send a public notice to all property owners within 200 feet (500 feet if the property is within the planned development districts) of the subject property. The Community Development Department will create the notice and mailing labels. The applicant is responsible for printing and mailing the notices and providing proof of mailing from USPS to the Community Development Department at least 5 days before the public hearing. Ok

AFFIDAVIT TO AUTHORIZE AGENT

STATE OF Florida
COUNTY OF Pinellas

Thunderbird TI Holdings LLC
NAME OF OWNER(S) being duly sworn, depose(s) and say(s):

PROPERTY ADDRESS(ES): 10700-10750 Gulf Blvd Treasure Island, FL 33706

Parcel I.D. Number(s).: 23-31-15-91926-010-0050

1. That this property constitutes the property for which request for permits and approvals from the City of Treasure Island, as necessary, are being applied for.

2. That the undersigned (has/have) appointed Isabelle Albert, Halff; Lauren C. Rubenstein, Esquire and Katie E. Cole, Esquire, Hill Ward Henderson as (his/their) agent(s) to represent the above-described property and serve as the applicant/agent for development applications/modifications, at the Planning and Zoning Board meeting and execute any permits or other documents necessary to affect such permit(s).

3. That this affidavit has been executed to induce appropriate state agency in Florida to consider, and act on the above-described property.

4. That (I/we), the undersigned authority, hereby certify that the foregoing is true and correct.

PRINTED NAME OF PROPERTY OWNER(S): Gilad Ovaknin

SIGNATURE OF PROPERTY OWNER(S): [signature]

DATE: 7/23/2025

STATE OF: Florida
COUNTY OF: Pinellas
The foregoing instrument was acknowledged before me this 23rd day of July, 2025 by (company/agent) Thunderbird TI Holdings LLC by (persons name) Gilad Ovaknin, it's (title) _____ who is personally known to me, or who has produced _____ as identification and who _____did _____did not take an oath.

Suezette McCray Newson 7/23/25
(Print, Type, or Stamp Commissioned Name of Notary Public)
Commission Number:
Commission Expires:

SUEZETTE MCCRAY-NEWSON
Notary Public - State of Florida
Commission # HH 233408
My Comm. Expires Feb 27, 2026
Bonded through National Notary Assn.

EXHIBIT A

Comprehensive Plan Text Amendment:

Future Land Use Element……1
Introduction
Goal
Objective 1.1 – Future Land Use Map and Land Use Designations
Objective 1.2 – Land Development Regulations
Objective 1.3 – Residential Development
Objective 1.4 – Commercial Development
Objective 1.5 – Redevelopment
Objective 1.6 – Nonconforming Uses
Objective 1.7 – Natural Resources
Objective 1.8 – Public Facilities and Development Impacts
Objective 1.9 – Utilities
Objective 1.10 – Educational Facilities
Objective 1.11 – Historic Preservation
Objective 1.12 – Hurricane Evacuation
Objective 1.13 – Private Property Rights
Objective 1.14 – Transfer of Development Rights
Objective 1.15 – Resiliency Planning

Policy 1.1.3: The City adopts those land use categories identified and defined in this policy as
those which shall govern mixed-use development within the City.

- Resort Facilities Medium-30 (RFM-30), with a residential density of 0 to 15 units per acre, ~~and~~ a tourist accommodation density of 0 to 30 units per acre with a maximum floor area ratio (FAR) of 0.65 and a maximum impervious surface ratio (ISR) of 0.85, and an alternative temporary lodging density up to 125 units per acres acre with a maximum FAR of 4 and a maximum ISR of 0.95 (listed under Alternative Temporary Lodging Density and Intensity Standards table) with a percentage distribution of 50 to 70 percent residential, up to 50 percent tourist accommodation including alternative temporary lodging, and up to 20 percent “other.”
- Resort Facilities High-50 (RFH-50), with a residential density of 0 to 15 units per acre, ~~and~~ a tourist accommodation density of 0 to 50 units per acre with a maximum FAR of 1.2 and a maximum ISR of 0.95, and an alternative temporary lodging density up to 125 units per acres acre with a maximum FAR of 4 and a maximum ISR of 0.95 (listed under Alternative Temporary Lodging Density and

Intensity Standards table) with a percentage distribution of 30 to 60 percent residential, up to 70 percent tourist accommodation including alternative temporary lodging, and up to 10 percent "other."

Alternative Temporary Lodging Density and Intensity Standards*				
Plan Category	Temporary Lodging On Property That Is	Maximum Density/Intensity Standards		
		Units/Acre	FAR	ISR
Resort Facility Medium (RFM) or Resort Facility High (RFH)	Less Than One Acre	75	2.2	0.95
	Between One Acre And Three Acres	100	3.0	0.95
	Greater Than Three Acres	125	4.0	0.95

* A development agreement shall be prepared and approved pursuant to F.S. §§ 163.3220-163.3243, as amended to allow the increase in density and intensity greater than 30 units per acre and 0.65 FAR in the RFM Category, and greater than 50 units per acre and 1.2 FAR in the RFH Category.

LPA RESOLUTION NO. 2025-10

A RESOLUTION OF THE LOCAL PLANNING AGENCY OF THE CITY OF TREASURE ISLAND, FLORIDA, RECOMMENDING APPROVAL OF ORDINANCE NO. 2025-16 AMENDING THE TEXT OF THE ADOPTED COMPREHENSIVE PLAN TO ADOPT ALTERNATIVE TEMPOARAY LODGING DENSITY AND INTENSITY STANDARDS IN RESORT FACILITIES MEDIUM (RFM-30) AND RESORT FACILITIES HIGH (RFM-50) FUTURE LAND USE CATEGORIES BY AMENDING POLICY 1.1.3 OF THE CITY'S ADOPTED COMPREHENSIVE PLAN.

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 regulations; 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 2025-16 amending the text of the Comprehensive Plan of the City of Treasure Island 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 2025-16 to the City Commission through Resolution 2025-10.

NOW, THEREFORE, BE IT RESOLVED by the Local Planning Agency of the City of Treasure Island, in a public meeting assembled:

The City of Treasure Island Local Planning Agency hereby transmits to the City Commission the proposed text amendment to the City of Treasure Island Comprehensive Plan, as set forth in Ordinance 2025-16, with the recommendation to approve the 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

FORWARD PINELLAS
P: (727) 464.8250
F: (727) 464.8212
forwardpinellas.org
310 Court Street
Clearwater, FL 33756

August 5, 2025

Maryellen Edwards
City of Treasure Island
Community Development Department
120 108th Avenue
Treasure Island, FL 33706-4702

RE: Review of Amendments to Comprehensive Plan and Land Development Code – Alternative Temporary Lodging Standards

Dear Maryellen:

Thank you for submitting the proposed amendments to the City's Comprehensive Plan and Land Development Code. We appreciate the opportunity to provide feedback. While the plan is generally aligned with the Countywide Rules, we recommend that the following updates be considered:

- **Mobility Management:** Treasure Island's provision focuses on Forward Pinellas (formerly MPO) analysis standards, LOS, proportionate fair share, and constrained facility designations. We recommend referencing Section 5.2.2.3 of the Countywide Rules, which highlights the Pinellas County Mobility Plan and the Multimodal Impact Fee Ordinance, to ensure alignment with Countywide standards while retaining Treasure Island's detailed analysis points if desired.
- **Agency Name Update:** References to "Metropolitan Planning Organization" should be updated to "Forward Pinellas."

Treasure Island's alternative temporary lodging provisions are otherwise generally consistent with Countywide Rules in definitions, density/intensity standards, and development agreement requirements.

We recognize that the consistency process is an ongoing one and if either the City or Forward Pinellas staff has failed to note a matter governed by the consistency process in the course of this review, we will be happy to work with you to resolve any such matter as may be necessary.

If you have any questions, please feel free to call me at 727-464-5679 or email me at ewennick@forwardpinellas.org.

Sincerely,

Emma Wennick

Emma Wennick
Program Planner

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 2025-16

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE TEXT OF THE ADOPTED COMPREHENSIVE PLAN TO ADOPT ALTERNATIVE TEMPOARAY LODGING DENSITY AND INTENSITY STANDARDS IN RESORT FACILITIES MEDIUM (RFM-30) AND RESORT FACILITIES HIGH (RFM-50) FUTURE LAND USE CATEGORIES BY AMENDING POLICY 1.1.3 OF THE CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR TRANSMITTAL TO REVIEWING AGENCIES IN ACCORDANCE WITH THE REQUIREMENTS OF LAW; PROVIDING FOR SEVERABILITY, 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):
N/A

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted; N/A

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and N/A

(3) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. N/A

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3): N/A

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance: N/A

D. Additional information the governing body deems useful (if any): N/A

October 2, 2025

The Honorable John Doctor
Mayor, City of Treasure Island
10451 Gulf Boulevard
Treasure Island, Florida 33706

Dear Mayor Doctor,

FloridaCommerce has reviewed the proposed comprehensive plan amendment for the City of Treasure Island (Amendment No. 25-01ESR) received on September 9, 2025. The review was completed under the expedited state review process. FloridaCommerce has no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, FloridaCommerce has enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), Florida Statutes (F.S.), authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption**.

- **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Scott Rogers, Regional Planning Administrator, by telephone at (850)-717-8510 or by email via Scott.Rogers@Commerce.fl.gov.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS /sr

Enclosure(s): Procedures for Adoption

cc: Maryellen Edwards, Assistant Director of Community Development, City of Treasure Island
Wren Krahl, Executive Director, Tampa Bay Regional Planning Council

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (*https://fldeo.my.salesforce-sites.com/cp/*) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council, Water Management District, Department of Transportation, Department of Environmental Protection, Department of State, the appropriate county (municipal amendments only), the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only), and the Department of Education (amendments relating to public schools), and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package.

_____ Summary description of the adoption package, including any amendments proposed but not adopted.

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date.

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government.

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact.

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required.

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s).

Suggested effective date language for the adoption ordinance for expedited review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review.

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment.

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

Florida Department of Transportation

RON DESANTIS
GOVERNOR

11201 N. McKinley Drive
Tampa, Florida 33612

JARED W. PERDUE P.E.
SECRETARY

September 16, 2025

Ms. Maryellen Edwards
Assistant Director, Community Development Department
City of Treasure Island
120 108th Avenue
Treasure Island, FL 33706

Re: City of Treasure Island Comprehensive Plan Amendment 25-01ESR

Dear Ms. Edwards:

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed amendment 25-01ESR (Ordinance 2025-16).

Background: The City of Treasure Island is a barrier island community located between Madeira Beach and St. Pete Beach in southern Pinellas County. The City covers 760 upland acres (2,592 acres when water is included), and major land uses include residential, conservation, commercial, and recreation/open space. The 2020 population estimate was 6,930 (US Census). State Road 699 (Gulf Boulevard) runs through the City.

Proposal: This is a privately proposed text amendment request to amend the City of Treasure Island Comprehensive Plan (City File: 000530-2025) to allow for alternative temporary lodging density and intensity standards, in alignment with the Countywide Rules. The proposed change to the comprehensive plan would apply to development within the Resort Facilities Medium (RFM-30) and the Resort Facilities High (RFH-50) zoning districts and would require a development agreement that controls the use of this incentive. The development agreement would indicate the ability of the local government, or the applicable service provider, to meet the concurrency management standards for sanitary sewer, solid waste, drainage, potable water, parks and recreation, schools and transportation facilities, as required pursuant to F.S. § 163.3180, and the applicable local government or service provider plan and regulations.

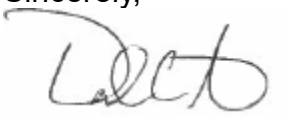
Comments: FDOT determined amendment 25-01ESR as adopted by Ordinance 2025-16 has no impact on important state transportation resources or facilities within its jurisdiction, at this time.

Also, for your information, FDOT has incorporated a hyperlink to provide technical assistance so local governments (e.g., Pinellas County) can find FDOT projects quickly

by selecting a road, city, or county, or by clicking onto a county on the Tampa Bay Service Area Map identified on the header page of the hyperlink. The site also contains current news about detours and lane closures as well as an interactive email sign-up to receive news email alerts. FDOT projects hyperlink follows: https://www.fdottampabay.com/.

Thank you for the opportunity to review this amendment. Should you have any questions please do not hesitate to contact me at 813-975-6429 or at Daniel.santos@dot.state.fl.us.

Sincerely,



Daniel C. Santos, AICP
Growth Management Supervisor

cc: Plans Processing, DEO – Florida Commerce
Waddah Farah, PDA Administrator, FDOT District 7
Kathy Matos, Land Use Planning Coordinator, FDOT District 7
Lindsey Mineer, LGCP Coordinator, FDOT District 7

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
WaterMatters.org

An Equal Opportunity Employer

Bartow Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office
7601 U.S. 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

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Executive Director

September 24, 2025

Ms. Maryellen Edwards
Assistant Director
Community Development Department
City of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33706

Subject: **Treasure Island 25-1ESR**

Dear Ms. Edwards:

The Southwest Florida Water Management District (District) has reviewed the proposed amendment. We are not forwarding any comments for consideration.

We appreciate this opportunity to participate in the review process. If you have any questions or require further assistance, please do not hesitate to contact me at (352) 269-6937 or james.golden@watermatters.org.

Sincerely,

James J. Golden, AICP
Senior Planner

JG
cc: Yasmin Valdez, DOC

Edwards, Maryellen

From: CompPlans <CompPlans@fldoe.org>
Sent: Thursday, October 9, 2025 12:39 PM
To: Edwards, Maryellen
Subject: RE: Treasure Island Proposed Comprehensive Plan Amendment for Review

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.

No comments.

Thank you,

Mark A. Weigly, Architect, NCARB, LEED AP, FCPP
Educational Facilities Construction Planning Manager
Office of Educational Facilities
325 West Gaines Street, Suite 1014
Tallahassee, FL 32399
850-245-9296 Office
850-245-9304 Fax

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

From: Edwards, Maryellen <medwards@mytreasureisland.org>
Sent: Thursday, October 9, 2025 12:31 PM
To: CompPlans <CompPlans@fldoe.org>; CompliancePermits@DOS.MyFlorida.com; cara@tbrpc.org
Subject: FW: Treasure Island Proposed Comprehensive Plan Amendment for Review

Hello,

I am just following up to see if your agency has any comments on the proposed comprehensive plan amendment submitted on September 5, 2025.

Thank you,

Citywide updates available here: City of Treasure Island (mytreasureisland.org)

Maryellen Edwards
Assistant Director
Community Development Department

City of Treasure Island
10451 Gulf Boulevard
Treasure Island, Fl 33706
(727) 547-4575 ext 233

All government correspondence is subject to the public records law.

From: Edwards, Maryellen
Sent: Friday, September 5, 2025 2:47 PM
To: ComprehensivePlans@Commerce.fl.gov; CompPlans@fldoe.org; Plan.Review@dep.state.fl.us; CompliancePermits@DOS.MyFlorida.com; Daniel.Santos@dot.state.fl.us; cara@tbrpc.org; James.Golden@watermatters.org
Subject: Treasure Island Proposed Comprehensive Plan Amendment for Review

Good afternoon,

Please see the attached privately initiated comprehensive plan amendment for your review. The transmittal package and all supporting documents have also been uploaded to the FloridaCommerce electronic amendment portal.

Please let me know if you have any questions.

Thank you,

Maryellen Edwards
Assistant Director
Community Development Department
City of Treasure Island
10451 Gulf Boulevard
Treasure Island, Fl 33706
(727) 547-4575 ext 233

All government correspondence is subject to the public records law.

62050

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 2025-16 was published in said newspaper by print in the issues of 10/29/25 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 **10/29/2025**

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 577686
My Commission Expires July 31, 2028

LEGAL NOTICE

CITY OF TREASURE ISLAND, FLORIDA
NOTICE OF PUBLIC HEARING

The City of Treasure Island City Commission will hold a public hearing for the second and final reading of Ordinance 2025-16. The public hearing will be held on Tuesday, November 18, 2025, in the City Commission Chambers, 10451 Gulf Blvd., Treasure Island, Florida. The City Commission meeting will begin at 6:00 p.m., and the public hearing(s) will be held shortly after the meeting is called to order.

ORDINANCE 2025-16

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE TEXT OF THE ADOPTED COMPREHENSIVE PLAN TO ADOPT ALTERNATIVE TEMPORARY LODGING DENSITY AND INTENSITY STANDARDS IN RESORT FACILITIES MEDIUM (RFM-30) AND RESORT FACILITIES HIGH (RFM-50) FUTURE LAND USE CATEGORIES BY AMENDING POLICY 1.1.3 OF THE CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR TRANSMITTAL TO REVIEWING AGENCIES IN ACCORDANCE WITH THE REQUIREMENTS OF LAW; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the hearing and be heard with respect to the proposed ordinance. A copy of Ordinance 2025-16 is available for review at the City of Treasure Island, City Hall, 10451 Gulf Blvd., Treasure Island, Florida 33706, Monday through Friday, between the hours of 8:00 a.m. – 4:30 p.m.

In accordance with Florida Statute 286.0105, any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with Florida Statute 286.26, persons with disabilities needing assistance to participate in any of these proceedings should contact the Office of the City Clerk at least three (3) working days in advance of the meeting date and time at (727) 547-4575.

Lisa-Marie Kennedy, City Clerk
City of Treasure Island, FL

10/29/2025 jb

62050-1

AGENDA ITEM NO. G.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 18, 2025
SUBMITTED BY:	Maryellen Edwards, Community Development
ITEM TYPE:	Ordinances
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Second Reading of Ordinance 2025-17 Amending the Land Development Regulations to allow for Alternative Temporary Lodging Units, in alignment with the City of Treasure Island Comprehensive Plan and Countywide Plan.
BACKGROUND:	This is a private-initiated application amending the Land Development regulations to allow for Alternative Temporary Lodging Density and Intensity Standards.
POLICY/PURPOSE:	To amend the Land Development Regulations in accordance with Florida Statutes and the City of Treasure Island Code.
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 Regulations
ANALYSIS/DISCUSSION:	The first reading of Ordinance 2025-17 was originally held on September 2, 2025, and was approved for a second reading. Following that meeting the City Commission held a workshop on October 7, 2025, and requested to remove the RFM-30 zoning district from the application. The application has been revised accordingly and is being submitted for another first reading. The Countywide Plan Rules provide for certain increased

alternative temporary lodging densities as an economic development incentive tool. The proposed change to Land Development Regulations would apply to development within the Resort Facilities High (RFH-50) zoning district and would require a development agreement that controls the use of this incentive.

The Land Development Regulations currently allow an FAR of 1.2 and 50 units per acre in the RFH-50. Hotel/motels using the proposed Alternative Temporary Lodging Density and Intensity Standards could be allowed to utilize greater density and intensity as shown in the table below with an approved development agreement.

The applicant is also requesting to increase the allowable height in the RFH-50 for projects requesting Alternative Temporary Lodging as shown in the attached Ordinance (Section 68-431, Schedule of Lot and Bulk Regulations).

FUNDING: N/A

MOTION: I move to approve Ordinance 2025-17 at this second and final reading.

ATTACHMENTS:
Amended Proposed Text Amendment Ordinance 10082025 (003).docx
Signed application.pdf
Thunderbird Affidavit to Authorize Agent.pdf
LPA Resolution 2025-11.pdf
Business Impact Ordinance 2025-16.docx
Staff Report - V2.pdf
TI CD25-02 Consistency Letter.pdf
Ad 62046 Ordinance 2025-17.pdf

ORDINANCE 2025-17

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA AMENDING CHAPTER 68 "ZONING REGULATIONS" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES TO PROVIDE FOR ALTERNATIVE TEMPORARY LODGING DENISTY AND INTENSITY STANDARDS, BY AMENDING SECTION 68-2 "DEFINITIONS"; AMENDING SECTION 68-304 "PROPERTY DEVELOPMENT ZONING REGULATIONS" TO INCLUDE ALTERNATIVE TEMPORARY LODGING DENSITY AND INTENSITY STANDARDS FOR THE RFH-50 ZONING DISTRICT; AMENDING SECTION 68-431 "SCHEDULE OF LOT AND BUILK REGLATIONS"; AMENDING SECTION 68-496 TO PROVIDE PROCEDURES AND REQUIREMENTS FOR DEVELOPMENT AGREEMENTS UTILIZING ALTERNATIVE TEMPORARY LODGING DENSITY AND INTENSITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 68 of the City Code of Ordinances ("Code"), entitled "Zoning Regulations," regulates land development pursuant to Chapter 163, F.S. related to growth policy and municipal planning; and

WHEREAS, many properties within the RFH-50 zoning district suffered catastrophic damage during Hurricanes Helene and Milton in 2024, and are now faced with rebuilding; and

WHEREAS, the Countywide Plan Rules include optional Alternative Temporary Lodging Density and Intensity Standards which local governments may utilize in lieu of the standard temporary lodging densities or intensities subject to certain requirements; and

WHEREAS, the City Commission wishes to amend Chapter 68 "Zoning Regulations" to provide alternative temporary lodging density and intensity standards for properties located in the RFH-50 zoning district; and

WHEREAS, this ordinance is a revision to the land development regulations initiated by an application by a private party and therefore, pursuant to s. 166.041(4)(c), Fla. Stat., this ordinance is exempt from the business impact estimate requirement of s. 166.041(4)(a), Fla. Stat.; and

WHEREAS, 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 determines that the adoption of this Ordinance is in the interests of the public health, safety and welfare of the City and its residents.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND, FLORIDA DOES ORDAIN:

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as legislative findings by the City Commission of the City of Treasure Island, Florida, for the adoption of this Ordinance.

SECTION 2. That section 68-2 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to insert definitions for "Alternative Temporary lodging unit" and "Alternative Temporary lodging use", and amend the definitions of "hotel or motel" and "Hotel or motel unit" as follows:

Sec. 68-2. Definitions.

…

Alternative Temporary lodging unit means an individual room, rooms or suite within a temporary lodging use designed to be occupied as a single unit of temporary occupancy. (Includes hotel/motel units)

Alternative Temporary lodging use means a facility, building or structure containing one or more temporary lodging units, used for lodging, boarding, or temporary residential occupancy by one or more individuals possessing a leasehold term of less than three months and offered to the public at large for compensation at a daily, weekly, or seasonal rate. In determining whether a property is used as a temporary lodging use, such determination shall be made without regard to the form of ownership of the property or unit, or whether the occupant has a direct or indirect ownership of the property or unit; and without regard to whether the right of occupancy arises from a rental agreement, other agreement, or the payment of consideration. (Includes hotel/motel units)

…

Hotel or motel means a building or buildings, collectively, "facility," containing individual guest rooms, units or efficiencies for which daily, weekly or monthly lodging is provided as transient accommodations. (Also know as Alternative temporary lodging)

Hotel or motel unit means a room or group of rooms within a hotel or motel, as defined, with individual sleeping facilities having one entrance door. (Also known as Alternative temporary lodging)

…

SECTION 3. That section 68-304 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 68-304. Property development zoning regulations.

(a) *Generally.* Property development zoning regulations as expressed through lot and bulk requirements are as indicated within section 68-431. Yard requirements, setbacks, height regulations, impervious surface requirements, parking and other lot and zoning regulations are contained in separate sections of this chapter.

(1) The maximum impervious surface ratio (ISR) shall be 0.95. The maximum floor area ratio (FAR) shall be 1.2 for all allowable uses, except for Hotel/Motel utilizing the Alternative Temporary Lodging Density and Intensity Standards shall be permitted Intensity per Sub-section (3) below. Residential dwellings shall be exempt from the FAR and ISR requirements.

(2) Hotel/motel uses shall not exceed a density of 50 units per acre. Tourist dwellings, as defined in section 68-2, and residential dwellings of all types shall be limited to a maximum density of 15 units per acre. Hotel/motel "residence" suites, which may have full kitchens, shall not be considered tourist dwellings for the purpose of this regulation.

(3) Hotel/motel utilizing Alternative Temporary Lodging Density and Intensity Standards, as defined in Section 68-2, shall be permitted at a greater density and intensity than 50 units per acre and 1.2 FAR. A Development Agreement is required per section 68-496 (4) to permit alternative density and intensity as follows:

Alternative Temporary Lodging Density and Intensity Standards				
Plan Category	Temporary Lodging On Property That Is	Maximum Density/Intensity Standards		
		Units/Acre	FAR	ISR
Resort Facilities High (RFH-50)	Less Than One Acre	75	2.2	0.95
	Between One Acre And Three Acres	100	3.0	0.95
	Greater Than Three Acres	125	4.0	0.95

(b) *Other standards.* Public/semi-public and/or ancillary nonresidential use shall not exceed a maximum area of three acres. Any such use, alone or when added to existing contiguous like uses, which exceed this threshold shall require a future land use map amendment and be rezoned to include such use and all contiguous like uses.

SECTION 4. That section 68-431 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 68-431. Schedule of lot and bulk regulations.

The restrictions and controls intended to regulate the property development characteristics of each zoning district are set forth in the following schedule of lot and bulk regulations supplemented by other sections of this chapter:

Zoning District/Land Use	Minimum Lot Width (Feet)	Minimum Lot Depth (Feet)	Minimum Lot Area (Square Feet)	Maximum Density Dwelling Units (Per Acre)	Maximum Building Height (Above BFE +2 feet of freeboard + Terrain Height Modification Adjustment Factor)	Floor Area Ratio (%)
RFH-50/Resort Facilities High						
Dwelling, Residential and Dwelling, Tourist						
Single-family	40	90	4,500	9	35	—
Two-family	50	90	6,000	11	35	—
Multiple-family	70	90	9,000	15 (5 living levels max.)	60	—
Hotel/Motel	70	90	9,000	50 (5 living levels max.)	60	120
Hotel/Motel Alternative Temporary Lodging	70	90	9,000	See Section 68-304 (a) (3)	80	See Section 68-304 (a) (3)
Public Administration Facilities	90	90	10,000	—	45	120
Commercial Use	70	90	9,000	—	45	120
Maximum lot coverage in all districts: 50%						
Impervious surface ratio—RFH-50:	Multifamily residential: 70% Nonresidential uses: 95%					

SECTION 5. That section 68-496 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended to read as follows:

Sec. 68-496. Development agreements.

Pursuant to the authority granted the city by F.S. §§ 163.3220—163.3243, as amended (known as the Florida Local Government Development Agreement Act, hereinafter the "Act") the city may enter into a development agreement with any person(s) having a legal or equitable interest in real property located within the city. All fees imposed pursuant to this section, shall be set by the city commission in appendix A.

A development agreement shall mean a written agreement between the city and a property owner(s) that identifies fees, dedications, exactions or other public improvements or construction controls that will be provided by the developer, and the land development regulations that will be applied by the city during the term of the agreement.

(1) A development agreement may be entered into when one or more of the following exist:

a. Where the development is proposed to be constructed with commitments to substantial public improvements being required in the development process.

b. Where commitments to public improvements beyond those ordinarily required of similar development are desirable by reason of location, topography, or other characteristics of the property.

c. Where it is desirable to provide incentives to coordinate developments with a specific plan.

d. Where hotel/motel utilizes temporary lodging density and intensity greater than 50 units per acre and 1.20 floor area ratio (FAR) per Section 68-304 (a)(3).

(2) Procedures and requirements for entering into a development agreement:

a. Proposal for a development agreement may be made by any interested party at any time prior to the completion of approvals for development of the project. Such proposal shall be formulated with the applicant and the city manager.

b. A proposed development agreement shall be adopted, amended, or revoked by following the procedures of the Act. At a minimum, the local planning agency and the city commission shall each hold a public hearing following the notification procedures set forth in the Act and section 70-12.

c. Development agreements shall be adopted by ordinance and may be amended by ordinance with the mutual consent of the parties to the agreement or by their successors in interest.

d. No development agreement shall be effective or be implemented by the city unless the city's comprehensive plan and plan amendments implementing or related to the agreement are in compliance with F.S. § 163.3184.

(3) A development agreement shall include the following (See section 68-496(4) for Alternative Temporary Lodging Density and Intensity requirements):

a. A legal description of the land subject to agreement and the names of its legal and equitable owners.

b. The duration of the agreement, may not exceed 30 years unless it is extended by mutual consent of the city and the developer, subject to a public hearing in accordance with F.S. § 163.3225.

c. The development uses permitted on the land including population densities and building intensities and height.

d. A description of public facilities that will service the development, including who shall provide such facilities; the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development.

e. A description of any reservation or dedication of land for public purposes.

f. A description of all local development permits approved or needed to be approved for the development of the land.

g. A finding that the development permitted or proposed is consistent with the city comprehensive plan and the land development regulations.

h. A description of any conditions, terms, restrictions, or other requirements determined to be necessary for the public health, safety, or welfare.

i. A statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

j. A development agreement may provide that the entire development or any phase thereof be commenced or completed within a specific period of time.

k. All other things required to be addressed by the Act, the city's comprehensive plan, or other city ordinances.

(4) Procedures and requirements for entering into a development agreement for Alternative Temporary Lodging Density and Intensity:

a. The development agreement shall be prepared and approved pursuant to F.S. §§ 163.3220-163.3243, as amended.

b. The development agreement shall indicate the ability of the local government, or the applicable service provider, to meet the concurrency management standards for sanitary sewer, solid waste, drainage, potable water, parks and recreation, schools and transportation facilities, as required pursuant to F.S. § 163.3180, and the applicable local government or service provider plan and regulations.

c. The provision for all temporary lodging uses shall comply with all county and local hurricane evacuation plans and procedures to ensure orderly evacuation of guests and visitors pursuant to the Pinellas County Code, Chapter 34, Article III. In particular, all temporary lodging uses which are located in hurricane evacuation level A, as identified by the Pinellas County Emergency Management Agency, shall prepare a legally enforceable mandatory evacuation/closure covenant, stating that the temporary lodging use will be closed as soon as practicable after a hurricane watch is posted for Pinellas County by the National Hurricane Center. Further, a plan implementing the closure and evacuation procedures shall be prepared and submitted to the county or municipal emergency management coordinator, whichever is applicable, within 90 days of the issuance of a certificate of occupancy. This plan will be updated and sent for review when there is a change of ownership or substantive change to the plan or as required by the county or municipal emergency management coordinator, whichever is applicable.

d. Design considerations in Section A, the transportation concurrency management provisions in Section B, and the restrictions on temporary lodging use in Section C set forth the following:

1. *Design considerations.* The purpose of the design considerations is to enable the local government to authorize increased density and intensity, subject to a determination that the project is compatible with the size, location, configuration and character of the site, its relationship to the countywide plan map category in which it is located, and to adjoining uses; and that the overall principles of quality urban design as set forth in Pinellas By Design: An Economic Development and Redevelopment Plan for Pinellas County are furthered.

In particular, design considerations applicable to the proposed use shall address the following in the development agreement so as to ensure compatibility in terms of context-sensitive design, and the scale and placement of the proposed use so as to achieve a harmonious relationship and fit relative to its location and surroundings:

I. Building scale, including height, width, location, alignment, and spacing.

II. Building design, including elevations, facade treatment, entrance and porch or balcony projections, window patterns and roof forms.

III. Site improvements, including building and site coverage, accessory structures, service and amenity features, walkway and parking areas, open space, and view corridors.

IV. Adjoining property use, including density/intensity, and building location, setbacks, and height.

2. Mobility Management. The purpose of this provision is to ensure that a project authorized to use the increased density and intensity is consistent with the Forward Pinellas Countywide Rules Section 5.2.2.3 approach to analysis standards, level of service, proportionate fair share, the Pinellas County Mobility Plan, and constrained facility designations.

3. *Operating characteristics and restrictions.* The purpose of this provision is to ensure that a project authorized to use any portion of the increased density and intensity is built, functions, operates, and is occupied exclusively as temporary lodging. In particular, temporary lodging uses at higher densities/intensities shall comply with the following restrictions:

   I. No temporary lodging unit shall be occupied as a residential dwelling unit, and a locally-determined maximum length of stay for any consecutive period of time shall be established by the local government to ensure that any temporary lodging use does not function as a residential use.

   II. Temporary lodging units shall not qualify or be used for homestead or home occupation purposes.

   III. All temporary lodging units must be included in the inventory of units that are available within a temporary lodging use.

   IV. No conversion of temporary lodging units to residential dwelling units shall be permitted unless the conversion is in compliance with the countywide rules with respect to the permitted residential density and, where applicable, the intensity for associated nonresidential uses.

   V. A temporary lodging use may include accessory uses, such as recreational facilities, restaurants, bars, personal service uses, retail uses, meeting space, fitness centers, spa facilities, parking structures and other uses commonly associated with temporary lodging uses. All such uses shall be included in the calculation of allowable floor area ratio.

   VI. Any license required of a temporary lodging use by the local government, county, or state agency shall be obtained and kept current.

   VII. Temporary lodging uses shall be subject to all applicable tourist development tax collections.

   VIII. A reservation system shall be required as an integral part of the temporary lodging use, and there shall be a lobby/front desk area that must be operated as a typical

lobby/front desk area for temporary lodging would be operated.

IX. Temporary lodging uses must have sufficient signage that complies with local codes and is viewable by the public designating the use as a temporary lodging use.

X. The books and records pertaining to use of each temporary lodging unit shall be open for inspection by authorized representatives of the applicable local government, upon reasonable notice, in order to confirm compliance with these regulations as allowed by general law.

XI. The applicable local government may require affidavits of compliance with this section from each temporary lodging use and/or unit owner.

e. A development agreement prepared pursuant to this section shall be approved by the local government governing body, recorded with the clerk of the circuit court pursuant to F.S. § 163.3239, a copy filed with the Property Appraiser's Office, and a copy submitted to the PPC and CPA for receipt and filing within 14 days after recording. The development limitations set forth in the development agreement shall be memorialized in a deed restriction, which shall be recorded in the official records of Pinellas County prior to the issuance of a building permit for the temporary lodging use.

SECTION 6. SEVERABILITY.
It is the intention of the City Commission that each provision hereof be considered severable, and, if any section, subsection, sentence, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

SECTION 7. CONFLICT.
All ordinance or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 8. CODIFICATION.
Sections 2-5 of this ordinance shall be codified in the Code of Ordinances for the City of Treasure Island, Florida. The codifier is authorized to renumber or reclassify such other provision of the Code of Ordinance to accomplish such intention. The codifier is also authorized to make editorial changes not affecting the substance of this Ordinance in the substitution of article, ordinance, section, paragraph, or such other appropriate word or phrase in order to accomplish such intention.

SECTION 9. EFFECTIVE DATE.
This Ordinance shall take effect upon the same date that Ordinance 2025-16 takes effect.

FIRST READING and PUBLIC HEARING on the 21st day of October, 2025.

SECOND READING and PUBLIC HEARING on the 18th day of November, 2025.

PUBLISHED in the Tampa Bay Times on the 29th day of October, 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:

_____
Gavin Rollins, City Attorney

City of Treasure Island

Community Development Department
10451 Gulf Blvd, Treasure Island, FL 33706
(727) 547-4575
zoning@mytreasureisland.org

COMPREHENSIVE PLAN TEXT AMENDMENT, FUTURE LAND USE MAP AMENDMENT, REZONING AND/OR LAND DEVELOPMENT REGULATION TEXT CHANGE APPLICATION

Application # _____ Date 7-22-2025

☒Comprehensive Plan Text Change ☒Land Development Regulation Text Change
☐Future Land Use Map Change ☐Rezoning/Map Change

OWNER/APPLICANT INFORMATION

OWNER'S NAME: Thunderbird TI Holdings LLC PHONE 813-331-0976

OWNER'S ADDRESS: 4100 N 28th Terrace EMAIL: ialbert@halff.com

CITY: Hollywood STATE: FL ZIP: 33020-1116

AGENT'S NAME: Isabelle Albert, Halff PHONE 813-331-0976

AGENT'S ADDRESS: 1000 N Ashley Dr, #900 EMAIL: ialbert@halff.com

CITY: Tampa STATE: FL ZIP: 33602

Note: The owner/applicant must submit a notarized letter authorizing the agent to act on their behalf and stating the agent's name, address and phone number.

LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL ID NUMBER(S): N/A - Text amendment

LEGAL DESCRIPTION: N/A - Text amendment

PROPERTY DESCRIPTION

PROPERTY ADDRESS: N/A - Text amendment

PROPERTY ACRES (AC): N/A - Text amendment PROPERTY SQUARE FEET (SF): N/A - Text amendment

CURRENT FUTURE LAND USE CATEGORY: N/A - Text amendment

PROPOSED FUTURE LAND USE CATEGORY: N/A - Text amendment

CURRENT ZONING DISTRICT DESIGNATION: N/A - Text amendment

PROPOSED ZONING DISTRICT DESIGNATION: N/A - Text amendment

THE UNDERSIGNED CERTIFIES that the ownership of all property within this application has been fully divulged, whether such ownership be contingent or absolute, and that the names of all parties to any contract for sale in existence or any options to purchase are filed with this application. Further, this application must be complete and accurate before the Public Hearing can be advertised, with attached justification form(s) completed and filed as part of this application. Furthermore, I certify that the information contained herein is correct to the best of my knowledge.

Signature of Applicant — Gilad Ovaknin, Thunderbird TI Holdings, LLC (Printed Name of Signatory)

Signature of Applicant — Printed Name of Signatory

Signature of Applicant — Printed Name of Signatory

(THIS FORM MUST BE SIGNED BY ALL TITLE HOLDER OR HOLDERS)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ✓ physical presence or __ online notarization this 23rd day of July, 2025, by Gilad Ovaknin, who ✓ is personally known to me or _____ has produced a _____ driver's license or _____ as identification.

SUEZETTE MCCRAY-NEWSON
Notary Public - State of Florida
Commission # HH 233408
My Comm. Expires Feb 27, 2026
Bonded through National Notary Assn.

Suezette McCray-Newson 7/23/25
Notary Public
My Commission Expires: 2/27/2026

A fee payable to the City of Treasure Island must accompany this application in accordance with the fee schedule set by the City Commission. (Fees current as of October 1, 2024)

Comprehensive Plan Text Amendment/Future Land Use Map Amendment:	$2,250
Rezoning/Map Change:	$2,000
Land Development Regulation Text Amendment:	$2,000

COMPREHENSIVE PLAN TEXT AMENDMENT, FUTURE LAND USE MAP AMENDMENT, REZONING AND/OR LAND DEVELOPMENT REGULATION TEXT CHANGE

APPLICATION NO. _____

Applicant Thunderbird TI Holdings LLC

Address 4100 N 28th Terrace, Hollywood, FL 33020

(1) Existing Use: If the property is developed, describe, in general terms, the existing use of the property such as the type of use, number of units, gross floor area etc. If the property contains structures, please submit a site plan in addition to the description.

With input and guidance from City staff—Katheryn Younkin, Maryellen Edwards, and Bobbie Shay Lee—this request seeks a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan. The purpose is to allow for Alternative Temporary Lodging Units, in alignment with the Countywide Rules effective as of August 21, 2023.

A Word version of both proposed text amendments is included with this application. Please note that the subsection under Section 68-796 (4)(d)2 will need to be finalized by the City of Treasure Island, as the applicant does not have sufficient information regarding pending Ordinance 2025-08, which pertains to the Multimodal Impact Fee.

(2) Proposed Use: Please describe the proposed use that requires the zone or text change. The proposed plan, including a site plan, for the site in question must be submitted along with a verbal representation of the proposed project.

With input and guidance from City staff—Katheryn Younkin, Maryellen Edwards, and Bobbie Shay Lee—this request seeks a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan. The purpose is to allow for Alternative Temporary Lodging Units, in alignment with the Countywide Rules effective as of August 21, 2023.

A Word version of both proposed text amendments is included with this application. Please note that the subsection under Section 68-796 (4)(d)2 will need to be finalized by the City of Treasure Island, as the applicant does not have sufficient information regarding pending Ordinance 2025-08, which pertains to the Multimodal Impact Fee.

Comprehensive Plan Text Amendment and/or Future Land Use Map Amendment (Also see Florida Statutes 163.3184)

All Comprehensive Plan amendments and Future land Use Map amendments are evaluated by the Local Planning Agency and the City Commission based on consistency with the City of Treasure Island Comprehensive Plan, the criteria outlined in Section 68-121 of the Land Development Regulations and the Forward Pinellas Countywide Plan. Please describe how your application meets the following criteria:

Section 68-121 Comprehensive Plan and Future Land Use Map

(1) The proposed amendment will meet the acceptable level of service standards established in the comprehensive plan;

Each individual project requesting Alternative Temporary Lodging will be evaluated to ensure compliance with applicable level of service standards during the review process. This amendment does not waive any such review process.

(2) The proposed amendment is in harmony with the general intent of the comprehensive plan;

The proposed amendment is in harmony of the general intent of the comprehensive plan and of the Countywide Rules.

(3) A change in land use designation must be compatible with adjacent land uses, and one that will not become a potential nuisance; and

N/A - this is a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan

(4) A change in land use designation must be compatible with the current and future use of adjacent and nearby properties to justify the proposed change and will not negatively affect the property values of adjacent and nearby properties.

N/A - this is a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan

Rezoning/Map Change or Land Development Regulation Text Change

Please note that applications for changes to the Zoning Map are evaluated by the Local Planning Agency and the City Commission based on the criteria outlined in Section 68-121 of the Land Development Regulations. Please describe how your application will affect the following:

(1) The existing land use pattern; compatible with the purpose and intent of the applicable comprehensive plan goals, objectives and policies

N/A – This is a text amendment to permit Alternative Temporary Lodging within zoning districts and land use classifications designated for medium- to high-intensity resort facilities.

(2) The population density pattern of the area and possible increase or overtaxing of the load on public facilities such as utilities and streets

This amendment is for Alternative Temporary Lodging which is a similar use to Hotel and Motel currently permitted within the zoning districts and land use classifications designated for medium- to high-intensity resort facilities

(3) The possible overloading of the city's sewage collection facilities

Each individual project requesting Alternative Temporary Lodging will be evaluated to ensure compliance with applicable utilities standards during the review process. This amendment does not waive any such review process.

(4) The possible overloading of the city's drainage system

Each individual project requesting Alternative Temporary Lodging will be evaluated to ensure compliance with applicable utilities standards during the review process. This amendment does not waive any such review process.

(5) The proposed change would create an isolated zoning district unrelated to adjacent and nearby zoning districts

N/A - this is a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan

(6) The existence of changed or changing conditions which make the passage of the proposed rezoning necessary or appropriate

N/A - this is a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan

(7) The impact of the proposed rezoning upon living conditions in the adjacent neighborhood

N/A - this is a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan

(8) The impact of the rezoning and allowable development upon the flow of light and air to adjacent areas

N/A - this is a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan

(9) The impact of the proposed rezoning upon property values in the adjacent area

N/A - this is a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan

(10) The impact of the proposed rezoning upon improvement or development of adjacent property in accordance with existing regulations

N/A - this is a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan

(11) The existence of other adequate sites in the city for the proposed use in districts already permitting such use

N/A - this is a text amendment to both the Land Development Regulations and the City of Treasure Island Comprehensive Plan

For proposed text changes to the Land Development Regulations please attach a strikethrough/underline version of the text to be changed in a word document

Please see attached strikethrough/undrline version of the text amendment for Land Development Regulations and the City of Treasure Island Comprehensive Plan

Submittal Requirements

The following information is required to be completed or submitted with this completed application. (10 copies of each for a FLUM and Rezoning Application)

1. Pre-application meeting date Done
2. Processing Fee Ok
3. Legal names of each of the owners of the subject property including their business and home addresses and telephone numbers Done
4. If any owner is a business entity such as a partnership, corporation or joint venture, the names and business addresses of all partners and officers, as appropriate, and telephone numbers Done
5. The legal description of the subject property N/A
6. If the applicant for rezoning is a representative of the owner, evidence of agency in the form of a letter, affidavit or other document satisfactory to the city attorney Done Done
7. Property survey for rezoning or map changes N/A
8. A copy of the zoning map, clearly marking the boundaries of the property being considered. N/A
9. Attach proof of ownership (i.e. copy of the deed). Include a copy of the property record card from the property appraiser's office. N/A
10. Written statement regarding the consistency with the City's Comprehensive Plan and Land Development Regulations for amendments (Sections 68-121 and 68-122) as applicable. See above
11. Proof of mailing of Public Notice. At least 10 days prior to each public hearing date (Local Planning Agency and two City Commission meetings) the applicant must send a public notice to all property owners within 200 feet (500 feet if the property is within the planned development districts) of the subject property. The Community Development Department will create the notice and mailing labels. The applicant is responsible for printing and mailing the notices and providing proof of mailing from USPS to the Community Development Department at least 5 days before the public hearing. Ok

AFFIDAVIT TO AUTHORIZE AGENT

STATE OF Florida
COUNTY OF Pinellas

Thunderbird TI Holdings LLC
NAME OF OWNER(S) being duly sworn, depose(s) and say(s):

PROPERTY ADDRESS(ES): 10700-10750 Gulf Blvd Treasure Island, FL 33706

Parcel I.D. Number(s).: 23-31-15-91926-010-0050

1. That this property constitutes the property for which request for permits and approvals from the City of Treasure Island, as necessary, are being applied for.

2. That the undersigned (has/have) appointed Isabelle Albert, Halff; Lauren C. Rubenstein, Esquire and Katie E. Cole, Esquire, Hill Ward Henderson as (his/their) agent(s) to represent the above-described property and serve as the applicant/agent for development applications/modifications, at the Planning and Zoning Board meeting and execute any permits or other documents necessary to affect such permit(s).

3. That this affidavit has been executed to induce appropriate state agency in Florida to consider, and act on the above-described property.

4. That (I/we), the undersigned authority, hereby certify that the foregoing is true and correct.

PRINTED NAME OF PROPERTY OWNER(S): Gilad Ovaknin

SIGNATURE OF PROPERTY OWNER(S): [signature]

DATE: 7/23/2025

STATE OF: Florida
COUNTY OF: Pinellas
The foregoing instrument was acknowledged before me this 23rd day of July, 2025 by (company/agent) Thunderbird TI Holdings LLC by (persons name) Gilad Ovaknin, it's (title) _____ who is personally known to me, or who has produced _____ as identification and who _____did _____did not take an oath.

Suezette McCray Newson 7/23/25
(Print, Type, or Stamp Commissioned Name of Notary Public)
Commission Number:
Commission Expires:

SUEZETTE MCCRAY-NEWSON
Notary Public - State of Florida
Commission # HH 233408
My Comm. Expires Feb 27, 2026
Bonded through National Notary Assn.

LPA RESOLUTION NO. 2025-11

A RESOLUTION OF THE LOCAL PLANNING AGENCY OF THE CITY OF TREASURE ISLAND, FLORIDA, RECOMMENDING APPROVAL OF ORDINANCE NO. 2025-17 AMENDING CHAPTER 68 "ZONING REGULATIONS" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES TO PROVIDE FOR ALTERNATIVE TEMPORARY LODGING DENISTY AND INTENSITY STANDARDS, BY AMENDING SECTION 68-2 "DEFINITIONS"; AMENDING SECTION 68-284 "PROPERTY DEVELOPMENT ZONING REGULATIONS" TO INCLUDE ALETERNATIVE TEMPORARY LODGING DENSITY AND INTENSITY STANDARDS FOR THE RFM-30 ZONING DISTRICT; AMENDING SECTION 68-304 "PROPERTY DEVELOPMENT ZONING REGULATIONS" TO INCLUDE ALTERNATIVE TEMPORARY LODGING DENSITY AND INTENSITY STANDARDS FOR THE RFH-50 ZONING DISTRICT; AMENDING SECTION 68-431 "SCHEDULE OF LOT AND BUILK REGLATIONS"; AMENDING SECTION 68-496 TO PROVIDE PROCEDURES AND REQUIREMENTS FOR DEVELOPMENT AGREEMENTS UTILIZING ALTERNATIVE TEMPORARY LODGING DENSITY AND INTENSITY

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 regulations; 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 2025-17 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 2025-17 to the City Commission through Resolution 2025-11.

NOW, THEREFORE, BE IT RESOLVED by the Local Planning Agency of the City of Treasure Island, in a public meeting assembled:

The City of Treasure Island Local Planning Agency hereby transmits to the City Commission the proposed text amendment to the Land Development Regulations, as set forth in Ordinance 2025-17, with the recommendation to approve the 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

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:

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).

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. 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;

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

(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.

(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):

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance:

D. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses*).

CITY OF TREASURE ISLAND
LOCAL PLANNING AGENCY
10451 Gulf Blvd, Treasure Island, Florida 33706
(727) 547-4575

STAFF REPORT
AUGUST 21, 2025

GENERAL INFORMATION

REQUESTS:

Ordinance 2025-16: This is a privately proposed text amendment request to amend the City of Treasure Island Comprehensive Plan (City File: 000530-2025) to allow for alternative temporary lodging density and intensity standards, in alignment with the Countywide Rules.

Ordinance 2025-17: The applicant is also requesting to amend the associated City of Treasure Island Land Development Regulations (City File: 000531-2025) to allow for alternative temporary lodging density and intensity standards, which include potential increases to density, Floor Area Ratio (FAR) and building height, subject to a development agreement.

OWNER/APPLICANT:

Thunderbird TI Holdings, LLC
4100 N 28th Terrace
Hollywood, FL 33020

AGENT(S):

Isabelle Albert, Halff
1000 Ashley Drive #900
Tampa, Florida 33602

Hill Ward Henderson
101 E. Kennedy Blvd. Suite 3700
Tampa, Florida 33602

BACKGROUND

This is a private-initiated application requesting the Local Planning Agency to make a finding of consistency with the City of Treasure Island Comprehensive Plan and recommend approval to the City Commission. If approved, the board shall also consider the second request to amend the associated Land Development Regulations accordingly.

The Countywide Plan Rules provide for certain increased alternative temporary lodging densities as an economic development incentive tool. The proposed change to the comprehensive plan would apply to development within the Resort Facilities Medium (RFM-30) and the Resort Facilities High (RFH-50) zoning districts and would require a development agreement that controls the use of this incentive.

The Land Development Regulations currently allow an FAR of 0.65 and 30 units per acre in the RFM-30 and a FAR of 1.2 and 50 units per acre in the RFH-50. Hotel/motels using the proposed Alternative Temporary Lodging Density and Intensity Standards could be allowed to utilize greater density and intensity as shown in the table below with an approved development agreement.

The applicant is also requesting to increase the allowable height in the RFM-30 and the RFH-50 for projects requesting Alternative Temporary Lodging as shown in Section 68-431, Schedule of Lot and Bulk Regulations. Please note that increased height is not as of right and that the

Commission, through the required development agreement, can evaluate each application to determine if the proposed height is appropriate.

PRIVATE COMPREHENSIVE PLAN TEXT AMENDMENT REQUEST

The privately proposed text amendment request is to revise the Future Land Use Element, Objective 1.1: Future Land Use Map and Land Use Designations, Specifically, the applicant is requesting to amend Policy 1.1.3, to allow for Alternative Temporary Lodging Density standards in the Resort Facilities Medium (RFM-30) and the Resorts Facilities High (RFH-50) in alignment with the Countywide Plan Rules as outlined below:

Future Land Use Element……1
Introduction
Goal
Objective 1.1 – Future Land Use Map and Land Use Designations
Objective 1.2 – Land Development Regulations
Objective 1.3 – Residential Development
Objective 1.4 – Commercial Development
Objective 1.5 – Redevelopment
Objective 1.6 – Nonconforming Uses
Objective 1.7 – Natural Resources
Objective 1.8 – Public Facilities and Development Impacts
Objective 1.9 – Utilities
Objective 1.10 – Educational Facilities
Objective 1.11 – Historic Preservation
Objective 1.12 – Hurricane Evacuation
Objective 1.13 – Private Property Rights
Objective 1.14 – Transfer of Development Rights
Objective 1.15 – Resiliency Planning

Policy 1.1.3: The City adopts those land use categories identified and defined in this policy as those which shall govern mixed-use development within the City.

• Resort Facilities Medium-30 (RFM-30), with a residential density of 0 to 15 units per acre, ~~and~~ a tourist accommodation density of 0 to 30 units per acre with a maximum floor area ratio (FAR) of 0.65 and a maximum impervious surface ratio (ISR) of 0.85, and an alternative temporary lodging density up to 125 units per acres acre with a maximum FAR of 4 and a maximum ISR of 0.95 (listed under Alternative Temporary Lodging Density and Intensity Standards table) with a percentage distribution of 50 to 70 percent residential, up to 50 percent tourist accommodation including alternative temporary lodging, and up to 20 percent "other."
• Resort Facilities High-50 (RFH-50), with a residential density of 0 to 15 units per acre, ~~and~~ a tourist accommodation density of 0 to 50 units per acre with a maximum FAR of 1.2 and a maximum ISR of 0.95, and an alternative temporary lodging density up to 125 units per acres acre with a maximum FAR of 4 and a maximum ISR of 0.95 (listed under Alternative Temporary Lodging Density and Intensity Standards table) with a percentage distribution of 30 to 60 percent residential, up to 70 percent tourist accommodation including alternative temporary lodging, and up to 10 percent "other."

Alternative Temporary Lodging Density and Intensity Standards*				
Plan Category	Temporary Lodging On Property That Is	Maximum Density/Intensity Standards		
		Units/Acre	FAR	ISR
Resort Facility Medium (RFM) or Resort Facility High (RFH)	Less Than One Acre	75	2.2	0.95
	Between One Acre And Three Acres	100	3.0	0.95
	Greater Than Three Acres	125	4.0	0.95

* A development agreement shall be prepared and approved pursuant to F.S. §§ 163.3220-163.3243, as amended to allow the increase in density and intensity greater than 30 units per acre and 0.65 FAR in the RFM Category, and greater than 50 units per acre and 1.2 FAR in the RFH Category.

STANDARDS FOR REVIEW

Section 68-121 of the City of Treasure Island Land Development Regulations states that the Local Planning Agency shall not recommend approval of a plan amendment unless it makes a positive finding based on competent evidence, on each of the following:

a. The proposed plan amendment will meet the acceptable level of service standards established in the comprehensive plan.

b. The proposed plan amendment is in harmony with the general intent of the comprehensive plan.

c. A change in land use designation must be compatible with adjacent land uses, and one that will not become a potential nuisance.

d. A change in land use designation must be compatible with the current and future use of adjacent and nearby properties to justify the proposed change and will not negatively affect the property values of adjacent and nearby properties.

ASSOCIATED LAND DEVELOPMENT REGULATION TEXT AMENDMENT

The applicant is also requesting a Land Development Regulation text amendment to allow for Alternative Temporary Lodging Density standards in the Resort Facilities Medium (RFM-30) and the Resorts Facilities High (RFH-50) in alignment with the Countywide Plan Rules as outlined below:

Sec. 68-2, add the following:

Hotel or motel means a building or buildings, collectively, "facility," containing individual guest rooms, units or efficiencies for which daily, weekly or monthly lodging is provided as transient accommodations. (Also known as Alternative temporary lodging)

Hotel or motel unit means a room or group of rooms within a hotel or motel, as defined, with individual sleeping facilities having one entrance door. (Also known as Alternative temporary lodging)

Alternative Temporary lodging unit means an individual room, rooms or suite within a temporary lodging use designed to be occupied as a single unit of temporary occupancy. (Includes hotel/motel units)

Alternative Temporary lodging use means a facility, building or structure containing one or more temporary lodging units, used for lodging, boarding, or temporary residential occupancy by one or more individuals possessing a leasehold term of less than three months and offered to the public at large for compensation at a daily, weekly, or seasonal rate. In determining whether a property is used as a temporary lodging use, such determination shall be made without regard to the form of ownership of the property or unit, or whether the occupant has a direct or indirect ownership of the property or unit; and without regard to whether the right of occupancy arises from a rental agreement, other agreement, or the payment of consideration. (Includes hotel/motel units)

DIVISION 4. RFM-30 (RESORT MEDIUM) ZONING DISTRICT

Sec. 68-284. Property development zoning regulations.

(a) *Generally.* Property development zoning regulations as expressed through lot and bulk requirements are as indicated within section 68-431. Yard requirements, setbacks, height regulations, impervious surface requirements, parking and other lot and zoning regulations are contained in this and other sections of this chapter.

(1) The maximum impervious surface ratio (ISR) shall be 0.85. The maximum floor area ratio (FAR) shall be 0.65 for all allowable uses, except for Hotel/Motel utilizing the Alternative Temporary Lodging Density and Intensity Standards, per Sub-section (3) below. Residential dwellings shall be exempt from the FAR and ISR requirements.

(2) Hotel/motel uses shall not exceed a density of 30 units per acre. Tourist dwellings, as defined in section 68-2, and residential dwellings of all types shall be limited to a maximum density of 15 units per acre. Hotel/motel "residence" suites, which may have full kitchens, shall not be considered tourist dwellings for the purpose of this regulation.

(3) Hotel/motel utilizing Alternative Temporary Lodging Density and Intensity Standards below shall be permitted at a greater density and intensity than 30 units per acre and 0.65 FAR. A Development Agreement is required per section 68-496 (4) to permit alternative density and intensity as follows:

Alternative Temporary Lodging Density and Intensity Standards				
Plan Category	Temporary Lodging On Property That Is	Maximum Density/Intensity Standards		
		Units/Acre	FAR	ISR
Resort Facility Medium (RFM) or	Less Than One Acre	75	2.2	0.95
	Between One Acre And Three Acres	100	3.0	0.95

Resort Facility High (RFH)	Greater Than Three Acres	125	4.0	0.95

(b) *Other standards.* Public/semi-public and/or ancillary nonresidential uses shall not exceed a maximum area of three acres. Any such use, alone or when added to existing contiguous like uses, which exceed this threshold shall require a future land use map amendment and be rezoned to include such use and all contiguous like uses.

Division 5, RFH-50 (Resort Hight Zoning Districts)

Sec. 68-304. Property development zoning regulations.

(a) *Generally.* Property development zoning regulations as expressed through lot and bulk requirements are as indicated within section 68-431. Yard requirements, setbacks, height regulations, impervious surface requirements, parking and other lot and zoning regulations are contained in separate sections of this chapter.

(1) The maximum impervious surface ratio (ISR) shall be 0.95. The maximum floor area ratio (FAR) shall be 1.2 for all allowable uses, except for Hotel/Motel utilizing the Alternative Temporary Lodging Density and Intensity Standards shall be permitted Intensity per Sub-section (3) below. Residential dwellings shall be exempt from the FAR and ISR requirements.

(2) Hotel/motel uses shall not exceed a density of 50 units per acre. Tourist dwellings, as defined in section 68-2, and residential dwellings of all types shall be limited to a maximum density of 15 units per acre. Hotel/motel "residence" suites, which may have full kitchens, shall not be considered tourist dwellings for the purpose of this regulation.

(3) Hotel/motel utilizing Alternative Temporary Lodging Density and Intensity Standards, as defined in Section 68-2, shall be permitted at a greater density and intensity than 50 units per acre and 1.2 FAR. A Development Agreement is required per section 68-496 (4) to permit alternative density and intensity as follows:

Alternative Temporary Lodging Density and Intensity Standards				
Plan Category	Temporary Lodging On Property That Is	Maximum Density/Intensity Standards		
		Units/Acre	FAR	ISR
Resort Facility Medium (RFM) or Resort Facility High (RFH)	Less Than One Acre	75	2.2	0.95
	Between One Acre And Three Acres	100	3.0	0.95
	Greater Than Three Acres	125	4.0	0.95

(b) *Other standards.* Public/semi-public and/or ancillary nonresidential use shall not exceed a maximum area of three acres. Any such use, alone or when added to existing contiguous like uses, which exceed this threshold shall require a future land use map amendment and be rezoned to include such use and all contiguous like uses.

Sec. 68-431. Schedule of lot and bulk regulations.

The restrictions and controls intended to regulate the property development characteristics of each zoning district are set forth in the following schedule of lot and bulk regulations supplemented by other sections of this chapter:

Zoning District/Land Use	Minimum Lot Width (Feet)	Minimum Lot Depth (Feet)	Minimum Lot Area (Square Feet)	Maximum Density Dwelling Units (Per Acre)	Maximum Building Height (Above BFE +2 feet of freeboard + Terrain Height Modification Adjustment Factor)	Floor Area Ratio (%)
RFM-30/Resort Facilities Medium						
Dwelling, Residential and Dwelling, Tourist						
Single-family	40	90	4,500	9	35	—
Two-family	50	90	6,000	11	35	—
Multiple-family	70	90	9,000	15 (5 living levels max.)	60	—
Hotel/Motel	70	90	9,000	50 (5 living levels max.)	60	120
Hotel/Motel Alternative Temporary Lodging	70	90	9,000	See Sections 68-284(a)(3) or 68-304(a)(3)	80	See Sections 68-284(a)(3) or 68-304(a)(3)
Public Administration Facilities	90	90	10,000	—	45	120
Commercial Use	70	90	9,000	—	45	120
Maximum lot coverage in all districts: 50%						
Impervious surface ratio—RFM-30:	Multifamily residential: 70% Nonresidential uses: 85%					
Zoning District/Land Use	Minimum Lot Width (Feet)	Minimum Lot Depth (Feet)	Minimum Lot Area (Square Feet)	Maximum Density Dwelling Units (Per Acre)	Maximum Building Height (Above BFE +2 feet of freeboard + Terrain Height Modification Adjustment Factor)	Floor Area Ratio (%)
RFH-50/Resort Facilities High						

Dwelling, Residential and Dwelling, Tourist						
Single-family	40	90	4,500	9	35	—
Two-family	50	90	6,000	11	35	—
Multiple-family	70	90	9,000	15 (5 living levels max.)	60	—
Hotel/Motel	70	90	9,000	50 (5 living levels max.)	60	120
Hotel/Motel Alternative Temporary Lodging	70	90	9,000	See Sections 68-284(a)(3) & 68-304 (a) (3)	80	See Sections 68-284(a)(3) & 68-304 (a) (3)
Public Administration Facilities	90	90	10,000	—	45	120
Commercial Use	70	90	9,000	—	45	120
Maximum lot coverage in all districts: 50%						
Impervious surface ratio—RFH-50:	Multifamily residential: 70% Nonresidential uses: 95%					

ARTICLE VII. - SUPPLEMENTARY LOT AND USE REGULATIONS

DIVISION 3. - USE REGULATIONS

Sec. 68-496. Development agreements.

Pursuant to the authority granted the city by F.S. §§ 163.3220—163.3243, as amended (known as the Florida Local Government Development Agreement Act, hereinafter the "Act") the city may enter into a development agreement with any person(s) having a legal or equitable interest in real property located within the city. All fees imposed pursuant to this section, shall be set by the city commission in appendix A.

A development agreement shall mean a written agreement between the city and a property owner(s) that identifies fees, dedications, exactions or other public improvements or construction controls that will be provided by the developer, and the land development regulations that will be applied by the city during the term of the agreement.

(1) A development agreement may be entered into when one or more of the following exist:

a. Where the development is proposed to be constructed with commitments to substantial public improvements being required in the development process.
b. Where commitments to public improvements beyond those ordinarily required of similar development are desirable by reason of location, topography, or other characteristics of the property.
c. Where it is desirable to provide incentives to coordinate developments with a specific plan.
d. Where hotel/motel utilizes temporary lodging density and intensity greater than 30 units per acre and 0.65 floor area ratio (FAR) per Sections 68-284(a)(3) & 68-304 (a) (3).

Procedures and requirements for entering into a development agreement:

a. Proposal for a development agreement may be made by any interested party at any time prior to the completion of approvals for development of the project. Such proposal shall be formulated with the applicant and the city manager.
b. A proposed development agreement shall be adopted, amended, or revoked by following the procedures of the Act. At a minimum, the local planning agency and the city commission shall each hold a public hearing following the notification procedures set forth in the Act and section 70-12.
c. Development agreements shall be adopted by ordinance and may be amended by ordinance with the mutual consent of the parties to the agreement or by their successors in interest.
d. No development agreement shall be effective or be implemented by the city unless the city's comprehensive plan and plan amendments implementing or related to the agreement are in compliance with F.S. § 163.3184.

(2) Procedures and requirements for entering into a development agreement:

a. Proposal for a development agreement may be made by any interested party at any time prior to the completion of approvals for development of the project. Such proposal shall be formulated with the applicant and the city manager.
b. A proposed development agreement shall be adopted, amended, or revoked by following the procedures of the Act. At a minimum, the local planning agency and the city commission shall each hold a public hearing following the notification procedures set forth in the Act and section 70-12.
c. Development agreements shall be adopted by ordinance and may be amended by ordinance with the mutual consent of the parties to the agreement or by their successors in interest.
d. No development agreement shall be effective or be implemented by the city unless the city's comprehensive plan and plan amendments implementing or related to the agreement are in compliance with F.S. § 163.3184.

(3) A development agreement shall include the following <u>(See section 68-496 (4) for Alternative Temporary Lodging Density and Intensity requirements)</u>:

a. A legal description of the land subject to agreement and the names of its legal and equitable owners.
b. The duration of the agreement, may not exceed 30 years unless it is extended by mutual consent of the city and the developer, subject to a public hearing in accordance with F.S. § 163.3225.
c. The development uses permitted on the land including population densities and building intensities and height.
d. A description of public facilities that will service the development, including who shall provide such facilities; the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development.
e. A description of any reservation or dedication of land for public purposes.
f. A description of all local development permits approved or needed to be approved for the development of the land.

g. A finding that the development permitted or proposed is consistent with the city comprehensive plan and the land development regulations.
h. A description of any conditions, terms, restrictions, or other requirements determined to be necessary for the public health, safety, or welfare.
i. A statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.
j. A development agreement may provide that the entire development or any phase thereof be commenced or completed within a specific period of time.
k. All other things required to be addressed by the Act, the city's comprehensive plan, or other city ordinances.

(4) Procedures and requirements for entering into a development agreement for Alternative Temporary Lodging Density and Intensity:

a. The development agreement shall be prepared and approved pursuant to F.S. §§ 163.3220-163.3243, as amended.

b. The development agreement shall indicate the ability of the local government, or the applicable service provider, to meet the concurrency management standards for sanitary sewer, solid waste, drainage, potable water, parks and recreation, schools and transportation facilities, as required pursuant to F.S. § 163.3180, and the applicable local government or service provider plan and regulations.

c. The provision for all temporary lodging uses shall comply with all county and local hurricane evacuation plans and procedures to ensure orderly evacuation of guests and visitors pursuant to the Pinellas County Code, Chapter 34, Article III. In particular, all temporary lodging uses which are located in hurricane evacuation level A, as identified by the Pinellas County Emergency Management Agency, shall prepare a legally enforceable mandatory evacuation/closure covenant, stating that the temporary lodging use will be closed as soon as practicable after a hurricane watch is posted for Pinellas County by the National Hurricane Center. Further, a plan implementing the closure and evacuation procedures shall be prepared and submitted to the county or municipal emergency management coordinator, whichever is applicable, within 90 days of the issuance of a certificate of occupancy. This plan will be updated and sent for review when there is a change of ownership or substantive change to the plan or as required by the county or municipal emergency management coordinator, whichever is applicable.

d. Design considerations in Section A, the transportation concurrency management provisions in Section B, and the restrictions on temporary lodging use in Section C set forth the following:

1. *Design considerations.* The purpose of the design considerations is to enable the local government to authorize increased density and intensity, subject to a determination that the project is compatible with the size, location, configuration and character of the site, its relationship to the countywide plan map category in which it is located, and to adjoining uses; and that the overall principles of quality urban design as set forth in Pinellas By Design: An Economic Development and Redevelopment Plan for Pinellas County are furthered.

In particular, design considerations applicable to the proposed use shall address the following in the development agreement so as to ensure compatibility in terms of context-sensitive design, and the

scale and placement of the proposed use so as to achieve a harmonious relationship and fit relative to its location and surroundings:

I. Building scale, including height, width, location, alignment, and spacing.

II. Building design, including elevations, facade treatment, entrance and porch or balcony projections, window patterns and roof forms.

III. Site improvements, including building and site coverage, accessory structures, service and amenity features, walkway and parking areas, open space, and view corridors.

IV. Adjoining property use, including density/intensity, and building location, setbacks, and height.

2. Mobility Management. The purpose of this provision is to ensure that a project authorized to use the increased density and intensity is consistent with the Forward Pinellas Countywide Rules Section 5.2.2.3 approach to analysis standards, level of service, proportionate fair share, the Pinellas County Mobility Plan, and constrained facility designations.

3. *Operating characteristics and restrictions.* The purpose of this provision is to ensure that a project authorized to use any portion of the increased density and intensity is built, functions, operates, and is occupied exclusively as temporary lodging. In particular, temporary lodging uses at higher densities/intensities shall comply with the following restrictions:

I. No temporary lodging unit shall be occupied as a residential dwelling unit, and a locally-determined maximum length of stay for any consecutive period of time shall be established by the local government to ensure that any temporary lodging use does not function as a residential use.

II. Temporary lodging units shall not qualify or be used for homestead or home occupation purposes.

III. All temporary lodging units must be included in the inventory of units that are available within a temporary lodging use.

IV. No conversion of temporary lodging units to residential dwelling units shall be permitted unless the conversion is in compliance with the countywide rules with respect to the permitted residential density and, where applicable, the intensity for associated nonresidential uses.

V. A temporary lodging use may include accessory uses, such as recreational facilities, restaurants, bars, personal service uses, retail uses, meeting space, fitness centers, spa facilities, parking structures and other uses commonly associated with temporary lodging uses. All such uses shall be included in the calculation of allowable floor area ratio.

VI. Any license required of a temporary lodging use by the local government, county, or state agency shall be obtained and kept current.

VII. Temporary lodging uses shall be subject to all applicable tourist development tax collections.

VIII. A reservation system shall be required as an integral part of the temporary lodging use, and there shall be a lobby/front desk area that must be operated as a typical lobby/front desk area for temporary lodging would be operated.

IX. Temporary lodging uses must have sufficient signage that complies with local codes and is viewable by the public designating the use as a temporary lodging use.

X. The books and records pertaining to use of each temporary lodging unit shall be open for inspection by authorized representatives of the applicable local government, upon reasonable notice, in order to confirm compliance with these regulations as allowed by general law.

XI. The applicable local government may require affidavits of compliance with this section from each temporary lodging use and/or unit owner.

e. A development agreement prepared pursuant to this section shall be approved by the local government governing body, recorded with the clerk of the circuit court pursuant to F.S. § 163.3239, a copy filed with the Property Appraiser's Office, and a copy submitted to the PPC and CPA for receipt and filing within 14 days after recording. The development limitations set forth in the development agreement shall be memorialized in a deed restriction, which shall be recorded in the official records of Pinellas County prior to the issuance of a building permit for the temporary lodging use.

CONSISTENCY WITH THE COUNTYWIDE PLAN

Proposed amendments to the local future land use plans and land development regulations are required to be consistent with the Countywide Plan Map and the criteria and standards outlined in the Countywide Rules. The proposed comprehensive plan text amendment was submitted to Forward Pinellas staff and was determined to be consistent with the Countywide Rules (see attached consistency letter from Forward Pinellas staff). Please note that the requested changes from Forward Pinellas were included in the Ordinance.

STAFF RECOMMENDATION

Staff has evaluated the standards for review for the proposed text amendments and find them to be consistent with the comprehensive plan. Policy 1.8.1 of the comprehensive plan states that the city shall ensure that all development and redevelopment taking place within its municipal boundaries do not result in a reduction of the level-of-service requirements established and adopted in its comprehensive plan. Accordingly, all applications that proposed to utilize the alternative temporary lodging standards will be evaluated on a case-by-case basis to ensure acceptable levels of service and harmony with the intent of the comprehensive plan.

Staff recommend that the Board make a finding of consistency with the Comprehensive Plan and recommend **Approval** of Ordinance 2025-16 to the City Commission.

Staff also recommend that the Board find the proposed amendment to the Land Development Regulations to be consistent with the comprehensive plan and the associated Land Development Regulations and recommend **Approval** of Ordinance 2025-17 to the City Commission for further discussion and public hearings.

ATTACHMENTS:

Application

Forward Pinellas Letter of Consistency

FORWARD PINELLAS
P: (727) 464.8250
F: (727) 464.8212
forwardpinellas.org
310 Court Street
Clearwater, FL 33756

August 5, 2025

Maryellen Edwards
City of Treasure Island
Community Development Department
120 108th Avenue
Treasure Island, FL 33706-4702

RE: Review of Amendments to Comprehensive Plan and Land Development Code – Alternative Temporary Lodging Standards

Dear Maryellen:

Thank you for submitting the proposed amendments to the City's Comprehensive Plan and Land Development Code. We appreciate the opportunity to provide feedback. While the plan is generally aligned with the Countywide Rules, we recommend that the following updates be considered:

- **Mobility Management:** Treasure Island's provision focuses on Forward Pinellas (formerly MPO) analysis standards, LOS, proportionate fair share, and constrained facility designations. We recommend referencing Section 5.2.2.3 of the Countywide Rules, which highlights the Pinellas County Mobility Plan and the Multimodal Impact Fee Ordinance, to ensure alignment with Countywide standards while retaining Treasure Island's detailed analysis points if desired.
- **Agency Name Update:** References to "Metropolitan Planning Organization" should be updated to "Forward Pinellas."

Treasure Island's alternative temporary lodging provisions are otherwise generally consistent with Countywide Rules in definitions, density/intensity standards, and development agreement requirements.

We recognize that the consistency process is an ongoing one and if either the City or Forward Pinellas staff has failed to note a matter governed by the consistency process in the course of this review, we will be happy to work with you to resolve any such matter as may be necessary.

If you have any questions, please feel free to call me at 727-464-5679 or email me at ewennick@forwardpinellas.org.

Sincerely,

Emma Wennick

Emma Wennick
Program Planner

62046

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 2025-17 was published in said newspaper by print in the issues of 10/29/25 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 Jessica Bowling
Sworn to and subscribed before me this **10/29/2025**

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 577686
My Commission Expires July 31, 2028

LEGAL NOTICE

CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

The City of Treasure Island City Commission will hold a public hearing for the second and final reading of Ordinance 2025-17. The public hearing will be held on Tuesday, November 18, 2025, in the City Commission Chambers, 10451 Gulf Blvd, Treasure Island, Florida. The City Commission meeting will begin at 6:00 p.m., and the public hearing(s) will be held shortly after the meeting is called to order.

ORDINANCE 2025-17

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA AMENDING CHAPTER 68 "ZONING REGULATIONS" OF THE CITY OF TREASURE ISLAND CODE OF ORDINANCES TO PROVIDE FOR ALTERNATIVE TEMPORARY LODGING DENISTY AND INTENSITY STANDARDS, BY AMENDING SECTION 68-2 "DEFINITIONS"; AMENDING SECTION 68-304 "PROPERTY DEVELOPMENT ZONING REGULATIONS" TO INCLUDE ALTERNATIVE TEMPORARY LODGING DENSITY AND INTENSITY STANDARDS FOR THE RFH-50 ZONING DISTRICT; AMENDING SECTION 68-431 "SCHEDULE OF LOT AND BUILK REGLATIONS"; AMENDING SECTION 68-496 TO PROVIDE PROCEDURES AND REQUIREMENTS FOR DEVELOPMENT AGREEMENTS UTILIZING ALTERNATIVE TEMPORARY LODGING DENSITY AND INTENSITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the hearing and be heard with respect to the proposed ordinance. A copy of Ordinance 2025-17 is available for review at the City of Treasure Island, City Hall, 10451 Gulf Blvd, Treasure Island, Florida 33706, Monday through Friday, between the hours of 8:00 a.m. – 4:30 p.m.

In accordance with Florida Statute 286.0105, any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with Florida Statute 286.26, persons with disabilities needing assistance to participate in any of these proceedings should contact the Office of the City Clerk at least three (3) working days in advance of the meeting date and time at (727) 547-4575.

Lisa-Marie Kennedy, City Clerk
City of Treasure Island, FL

10/29/2025 jb 62046-1

AGENDA ITEM NO. G.4

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 18, 2025
SUBMITTED BY:	Bobbie Shay Lee, Police
ITEM TYPE:	Ordinances
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Second and Final reading of Ordinance 2025-30, Amending Ch 18, Section 73, Saturday construction hours to begin no earlier than 8AM
BACKGROUND:	Currently construction hours are allowed beginning at 7AM on Saturdays. Due to the volume of construction on the island, post storm recovery, it is the request of citizens that Saturday morning hours be adjusted to begin at 8AM.
POLICY/PURPOSE:	To restrict loud and raucous noise related to construction between the hours of 7:00 a.m.-8:00 a.m. on Saturdays
STRATEGIC PLAN RELEVANCE:	Not Applicable
ANALYSIS/DISCUSSION:	Chapter 18, Section 18-73 of the Code of Ordinances of the City of Treasure Island (“Code”), Florida, restricts specific acts considered to be unreasonably loud and raucous noise; and the Code currently restricts loud and raucous noise related to construction between the hours of 7:00 a.m. and 6:00 p.m. on any day; and, the City Commission of the City of Treasure Island wishes to further restrict loud and raucous noise related to construction between the hours of 7:00 a.m.-8:00 a.m. on Saturdays; and, the City Commission finds that said restrictions on construction noise are in the best interests of the citizens of the City of Treasure Island, Florida

FUNDING:	Not Applicable
MOTION:	Move to approve Ordinance 2025-30 at the second and final public hearing.

ATTACHMENTS:
Ad 62048 Ordinance 2025-30.pdf
2025-30_Construction_Hours_Code_Amendment Update.docx

62048

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 2025-30 was published in said newspaper by print in the issues of 10/29/25 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 Jessica Bowling
Sworn to and subscribed before me this **10/29/2025**

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 577686
My Commission Expires July 31, 2028

LEGAL NOTICE

CITY OF TREASURE ISLAND, FLORIDA
NOTICE OF PUBLIC HEARING

The City of Treasure Island City Commission will hold a public hearing for the second and final reading of Ordinance 2025-30. The public hearing will be held on Tuesday, November 18, 2025, in the City Commission Chambers, 10451 Gulf Blvd, Treasure Island, Florida. The City Commission meeting will begin at 6:00 p.m., and the public hearing(s) will be held shortly after the meeting is called to order.

ORDINANCE 2025-30

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 18, SECTION 18-73 OF THE CODE OF ORDINANCES OF THE CITY OF TREASURE ISLAND, FLORIDA, RELATING TO UNREASONABLY LOUD CONSTRUCTION NOISE; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the hearing and be heard with respect to the proposed ordinance. A copy of Ordinance 2025-30 is available for review at the City of Treasure Island, City Hall, 10451 Gulf Blvd, Treasure Island, Florida 33706, Monday through Friday, between the hours of 8:00 a.m. – 4:30 p.m.

In accordance with Florida Statute 286.0105, any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with Florida Statute 286.26, persons with disabilities needing assistance to participate in any of these proceedings should contact the Office of the City Clerk at least three (3) working days in advance of the meeting date and time at (727) 547-4575.

Lisa-Marie Kennedy, City Clerk
City of Treasure Island, FL

10/26/2025 jb 62048-1

ORDINANCE 2025-30

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 18, SECTION 18-73 OF THE CODE OF ORDINANCES OF THE CITY OF TREASURE ISLAND, FLORIDA, RELATING TO UNREASONABLY LOUD CONSTRUCTION NOISE; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 18, Section 18-73 of the Code of Ordinances of the City of Treasure Island ("Code"), Florida, restricts specific acts considered to be unreasonably loud and raucous noise; and

WHEREAS, the Code currently restricts loud and raucous noise related to construction between the hours of 7:00 a.m. and 6:00 p.m. on any day; and at any time on Sunday, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the building official.

WHEREAS, the City Commission of the City of Treasure Island wishes to further restrict loud and raucous noise related to construction between the hours of 7:00 a.m.-8:00 a.m. on Saturdays; and

WHEREAS, the City Commission finds that said restrictions on construction noise are in the best interests of the citizens of the City of Treasure Island, Florida.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF TREASURE ISLAND:

Section 1. The recitals set forth above are true and correct and adopted herein by reference as legislative findings by the City Commission of the City of Treasure Island, Florida, for the adoption of this Ordinance.

Section 2. Chapter 18, Section 18-73 of the Code of Ordinances of the City of Treasure Island, Florida, relating to unreasonably loud noise, is hereby amended and shall read as follows:

(Underlined terms are additions; ~~stricken~~ terms are deletions from original text)

Sec. 18-73. Specific acts considered to be unreasonably loud and raucous noise.

This section shall not be interpreted to restrict the city's rights to enforce noise violations by and through any other available legal means, including, but not limited to, the common law, county and/or state law governing noise or public nuisances.

Nothing contained in this section shall be interpreted to limit, restrict or otherwise control the provisions of section 18-72 or any other section in this article. Any of the following acts and causes thereof are presumed to be in violation of this chapter and to constitute unreasonably loud and raucous noise. This enumeration does not constitute an exclusive list:

(1) *Exhaust.* The discharge into the open air of the exhaust of any steam engine or stationary internal combustion engine except through a muffler or other device that will effectively prevent loud and raucous noises therefrom.

(2) *Pile drivers, similar appliances.* The operation between the hours of 6:00 p.m. and 7:00 a.m. on any day or at any time on Sunday of any pile driver, steam shovel, pneumatic hammer, derrick, dredge, steam or electric hoist or other appliance the use of which is attended by loud and raucous noise, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the city manager, which permit may be granted for a period not to exceed three working days or less while the emergency continues and which permit may be renewed for successive periods of three days or less while the emergency continues.

(3) *Blowers.* The operation of any blower or power fan or any internal combustion engine the operation of which causes loud and raucous noise unless the noise from such blower or fan is muffled or such engine is equipped with a muffler device sufficient to prevent loud and raucous noise.

(4) *Horns, whistles, signaling devices.* The sounding of any horn, whistle or other audible signaling device so as to create a loud and raucous noise.

(5) *Radios, amplifiers, phonographs.* The using, operation or permitting to be placed, used or operated any radio, amplifier, musical instrument, phonograph or other device for the producing or reproducing of sound in such manner as to cause loud and raucous noise between the hours of 11:00 p.m. and 7:00 a.m.

(6) *Sound trucks.* The operation of any amplifier or loudspeaker in, upon or attached to a sound truck or other similar device.

(7) *Yelling, shouting.* Yelling, shouting, whistling or singing at any time or place so as to create a loud and raucous noise between the hours of 11:00 p.m. and 7:00 a.m. on any day.

(8) *Animals, birds.* The keeping of any animal or bird that habitually causes a loud and raucous noise.

(9) *Defect in vehicle or load.* The use of any motor vehicle so out of repair, so loaded or in such manner as to create loud grating, grinding, rattling or other loud and raucous noise or which is not equipped with a muffler in a good working order and in constant operation so as to prevent loud and raucous noise.

(10) *Construction or repairing of buildings.* The erection (including excavating), demolition, alteration or repair of any building so as to create a loud and raucous noise other than between the hours of 7:00 a.m. and 6:00 p.m. on any day or at any time on Sunday, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the building official, which permit may be granted for a period not to exceed three working days or less while the emergency continues and which permit may be renewed for successive periods of three days or less while the emergency continues. If the building official should determine that the public health and safety necessitates the issuance of such a permit and will not be impaired by the erection,

demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m. or on Sunday, he may grant permission for such work to be done within such hours or within a shorter time period during such hours, upon application being made at the time the permit for the work is issued or during the progress of the work.

(11) *Schools, public buildings, churches, hospitals.* The creation of any loud and raucous noise heard within any school, public building, church or any hospital, or the grounds thereof while in use, that interferes with the workings of such institution, or that disturbs or annoys patients in the hospital.

(12) *Noises to attract attention.* The use of any drum or other instrument or device to create a loud and raucous noise.

Section 3. All ordinances in conflict herewith are repealed to the extent necessary to give this ordinance full force and effect.

Section 4. Should any section, paragraph, clause, sentence, item, word or provision of this Ordinance be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part hereof, not so declared to be invalid.

Section 5. It is the intent of the City Commission that the provisions of this Ordinance shall become codified and made a part of the Code of Ordinances of the City of Treasure Island, Florida, and the sections cited in this Ordinance may be renumbered, reformatted or re-lettered to accomplish such intention.

Section 6. This Ordinance shall become effective immediately upon its passage.

INTRODUCED AND PASSED on first reading at the regular meeting of the City Commission of the City of Treasure Island, Florida, held this ____ day of _____ 2025.

PASSED AND ADOPTED on second reading at the regular meeting of the City Commission of the City of Treasure Island, Florida, held this ____ day of _____ 2025.

CITY OF TREASURE ISLAND, FLORIDA

_____

John Doctor, Mayor

Attest:

_____

Lisa-Marie V. Kennedy, Clerk

Approved as to Form:

_____

Anthony Sabatini, City Attorney

AGENDA ITEM NO. G.5

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 18, 2025
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	Ordinances
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Second and Final Reading of Ordinance 2025-31 Beach Renourishment Charter Amendment
BACKGROUND:	Section 1.02(b) - Extraterritorial Powers states "Notwithstanding paragraph (a), all parks, wherever located, and public lands within the city limits of the City of Treasure Island that are contiguous to provide water access...including rights-of-way and access easements, may not be sold, leased beyond three (3) years, traded or given away absent the passage by an affirmative vote of four fifths (4/5) of the City Commission, and approval by the electorate, or by a vote of he electorate through initiative or referendum as provided for in article VII..." The Army Corps of Engineers has refused to accept prior easements to renourish City beaches, but has required new easements with revised language and boundaries, due to the updated Erosion Control Line, often with a short time to respond to the request. The Charter revision would allow the City to respond more quickly to easement requests for public lands solely needed for renourishment.
POLICY/PURPOSE:	Charter Amendment for the March 10, 2026, general election which would allow the City Commission to approve perpetual easements to the Army Corps of Engineers or Pinellas County for the sole purpose of beach maintenance and renourishment.
STRATEGIC PLAN RELEVANCE:	.

ANALYSIS/DISCUSSION: Beach renourishment and maintenance is critical to protect the City so the City's beach system absorbs wave energy, protects upland areas from flooding, mitigates erosion, and mitigates storm damage.

The Army Corps of Engineers has refused to accept prior easements to renourish City beaches and now requires new easements with revised language and boundaries, due to the updated Erosion Control Line, often with a short time to respond to the request. The Charter revision would allow the City to respond more quickly to easement requests for public lands solely needed for renourishment.

FUNDING: The referendum will be offered as part of the March 10, 2026, general election and will not incur any additional costs.

MOTION: Move to approve Ordinance 2025-31, Beach Renourishment Charter Amendment, at this second and final reading.

ATTACHMENTS:
Ordinance 25-31 (beach renourishment charter amendment) (Updated).v2.docx
Ad 62049 Ordinance 2025-31.pdf

ORDINANCE NO. 2025-31

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, PLACING A REFERENDUM ON THE BALLOT AMENDING ARTICLE I, SECTION 1.02 OF THE CHARTER OF THE CITY OF TREASURE ISLAND, FLORIDA, TO ALLOW FOR EASEMENTS TO THE UNITED STATES ARMY CORPS OF ENGINEERS OR PINELLAS COUNTY SOLELY FOR THE PURPOSE OF BEACH RENOURISHMENT AND MAINTAINCE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 1.02 of the Charter of the City of Treasure Island provides for the extraterritorial powers of the City; and

WHEREAS, pursuant to such charter provisions, the City's extraterritorial powers are limited to provide that all parks, wherever located, and public lands that are contiguous to or provide water access may not be sold, leased beyond three (3) years, traded or given away, including easements, absent the passage by an affirmative vote of four fifths (⅘ths) of the City Commission and approval by the electorate; and

WHEREAS, beach renourishment is critical to protect the City so that the City's beach system absorbs wave energy, protects upland areas from flooding, mitigates erosion, and mitigates storm damage; and

WHEREAS, historically, the Army Corps of Engineers and Pinellas County have conducted beach renourishment in the City based on existing easements; and

WHEREAS, in the past few years, the Army Corps of Engineers has refused to accept prior easements and renourish City beaches, but instead has required new easements with revised language and boundaries, often with a short time to respond to the request; and

WHEREAS, in an effort to try to be able to respond quickly to easement requests for public lands needed solely for renourishment, the City desires to propose this charter amendment to exempt beach renourishment easements that are provided to the United States Army Corps of Engineers or Pinellas County from the limitations of Section 1.02 of the Charter of the City of Treasure Island and for

the proposed amendment to be submitted to a vote of the electorate by referendum; and

NOW, THEREFORE, THE CITY OF TREASURE ISLAND DOES ORDAIN:

SECTION 1. That the City Commission of the City of Treasure Island, Florida, does propose to amend the City Charter of the City of Treasure Island, Florida, by amending Article I, Powers, by amending Section 1.02 as follows:

Section 1.02 – Extraterritorial powers

(a) Except as limited herein, the City of Treasure Island shall have the power to acquire, by purchase, condemnation or otherwise, take, hold, lease, sell, grant, convey and encumber such real and personal or mixed property, or interest therein, whether within or without the limits of the city as may be necessary for any of the purposes of the city, and to improve, sell, lease, mortgage, pledge or otherwise dispose of same, or any part thereof, including real estate or any interest therein not necessary or required for public use or that may have become unsuitable for public use, to the same extent that a natural person may do.

(b) Limitations. Notwithstanding paragraph (a), all parks, wherever located, and public lands within the city limits of the City of Treasure Island that are contiguous to or provide water access including, but not limited to, the Gulf of Mexico beaches, Boca Ciega Bay and Blind Pass, including rights-of-way and access easements, may not be sold, leased beyond three (3) years, traded or given away absent the passage by an affirmative vote of four fifths (⅘) of the city commission, and approval by the electorate, or by a vote of the electorate through initiative or referendum as provided for in article VII. Notwithstanding any other provisions of this Charter or other law providing for the use of the power of eminent domain, the City shall not use the power of eminent domain to take private property for the purpose of making the property so taken available for a private commercial, financial, retail or industrial enterprise.

(c) Exception. The city commission may provide an easement to the United States Army Corps of Engineers and Pinellas County solely to permit the United States Army Corps of Engineers and/or Pinellas County to conduct beach renourishment and maintenance within the City limits, by a majority vote of the city commission

SECTION 2. A referendum election is called and will be held on the 10 day of March, 2025, at the regular city election to be held on said date, for the consideration by the voters of the proposed amendment to Article I, Section 1.02

of the Charter of the City of Treasure Island, Florida. The following referendum question shall be presented to the electorate of the City of Treasure Island, Florida at the general election to be held on March 10, 2025;

A Charter Amendment Allowing For Beach Renourishment Easements By A Majority Vote Of The Commission

Solely for the purpose of beach renourishment and maintenance, shall Section 1.02 of the City Charter be amended to allow the City Commission, by majority vote, to grant an easement on city-owned property exceeding three (3) years to the United States Army Corps of Engineers or Pinellas County, as described more fully in Ordinance No. 2025-__?

_____ Yes (For the Amendment)

_____ No (Against the Amendment)

SECTION 3. If a majority of the electorate voting in the general election conducted on March 10, 2025, vote "Yes" (For the Amendment) then Article I, Section 1.02 of the Charter of the City of Treasure Island, Florida shall be amended as reflected in Section 1 above and Section 1 of this Ordinance shall be codified in the Charter for the City of Treasure Island, Florida. The codifier is authorized to make editorial changes not affecting the substance of this Ordinance in the substitution of "article" for "ordinance", "section" for "paragraph", or otherwise take such editorial license.

SECTION 4. This Ordinance shall take effect immediately upon its passage and any amendments to the Charter proposed by this Ordinance and approved by the electorate shall be effective the date after such referendum approving the amendment and certifying of such election.

SECTION 5. It is declared to be the intent of the City Commission that, if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 6. All ordinances or portions of ordinances in conflict with or inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

FIRST READING:

SECOND READING AND PUBLIC HEARING:

PUBLISHED:

_____
Mayor

ATTEST:

_____

_____, City Clerk

62049

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 2025-31 was published in said newspaper by print in the issues of 10/29/25 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 Jessica Bowling
Sworn to and subscribed before me this **10/29/2025**

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 577686
My Commission Expires July 31, 2028

LEGAL NOTICE

CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

The City of Treasure Island City Commission will hold a public hearing for the second and final reading of Ordinance 2025-31. The public hearing will be held on Tuesday, November 18, 2025, in the City Commission Chambers, 10451 Gulf Blvd., Treasure Island, Florida. The City Commission meeting will begin at 6:00 p.m., and the public hearing(s) will be held shortly after the meeting is called to order.

ORDINANCE 2025-31

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, PLACING A REFERENDUM ON THE BALLOT AMENDING ARTICLE I, SECTION 1.02 OF THE CHARTER OF THE CITY OF TREASURE ISLAND, FLORIDA, TO ALLOW FOR EASEMENTS TO THE UNITED STATES ARMY CORPS OF ENGINEERS OR PINELLAS COUNTY SOLELY FOR THE PURPOSE OF BEACH RENOURISHMENT AND MAINTENANCE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

Interested parties may appear at the hearing and be heard with respect to the proposed ordinance. A copy of Ordinance 2025-31 is available for review at the City of Treasure Island, City Hall, 10451 Gulf Blvd., Treasure Island, Florida 33706, Monday through Friday, between the hours of 8:00 a.m. – 4:30 p.m.

In accordance with Florida Statute 286.0105, any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with Florida Statute 286.26, persons with disabilities needing assistance to participate in any of these proceedings should contact the Office of the City Clerk at least three (3) working days in advance of the meeting date and time at (727) 547-4575.

Lisa-Marie Kennedy, City Clerk
City of Treasure Island, FL

10/29/2025 jb 62049-1

AGENDA ITEM NO. G.6

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: November 18, 2025

SUBMITTED BY: Bobbie Shay Lee, Community Development

ITEM TYPE: Resolutions

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT:

Applicant has requested the item be postponed - First Reading of Ordinance 2025-20, Comprehensive Plan Text Amendment PRMU-Core Density

BACKGROUND:

This is a private-initiated application requesting the City Commission amend the density and intensity of the PR-MU-Core (Activity Center) in the Citywide Comprehensive Plan, to become consistent with the Countywide Comprehensive Plan.

POLICY/PURPOSE:

To amend the PR-MU- Core, Activity Center, density and intensity in accordance with the Countywide Comprehensive Plan.

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 Regulations

ANALYSIS/DISCUSSION:

The Countywide Plan Rules provide for certain increased density and intensity in the Downtown Redevelopment Area. Requesting that Planned Redevelopment-Mixed Use-Core (PR-MU-Core), with a residential density of 0-24 be increased to 90 units per acre and a tourist accommodation density of 0-60 be increased to 150 units per acre with a maximum floor

ratio area (FAR) of 1.00 increased to 3.00 and a maximum impervious surface ratio area (ISR) of .90.

FUNDING: N/A

MOTION: I move to approve Ordinance 2025-20 and schedule it for the second and final reading and public hearing.

ATTACHMENTS:
Business Impact Ordinance 2025-20.docx
Application for Comprehensive Plan Text Amendment_SB.pdf
FInal Staff Recommendation PR-MU-Core.docx
Final ORD 2025-20 PR-MU.docx
Signed Resoluton 2025-13.pdf

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:

AN ORDIANCE OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA, TO ALIGN WITH THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN AND THE FORWARD PINELLAS COUNTYWIDE PLAN; PROVIDING FOR TRANSMITTAL TO REVIEWING AGENCIES IN ACCORDANCE WITH THE REQUIREMENTS OF LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT 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):
N/A

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted; N/A

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and N/A

(3) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. N/A

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3): N/A

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance: N/A

D. Additional information the governing body deems useful (if any): N/A

JOHNSON POPE BOKOR RUPPEL & BURNS, LLP
COUNSELORS AT LAW

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

TAMPA ▪ CLEARWATER ▪ ST. PETERSBURG

Email: MarkB@JPFirm.com
File No. 165837

July 25, 2025

Via E-mail

Maryellen Edwards, Assistant Director
City of Treasure Island
Community Development Department
10451 Gulf Boulevard
Treasure Island, FL 33706
medwards@mytreasureisland.org

Re: Application for Comprehensive Plan Text Amendment

Dear Ms. Edwards:

Please find enclosed our client's proposed amendment to the City's text of its Comprehensive Plan Land Use Element. Because the PR-MU category encompasses a Community Activity Center on both the City and Countywide Plans, the text amendment is intended to bring the City's PR-MU category in line with the development parameters set forth in the Countywide Plan.

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.

Cc: Jesse Miller

10871138.1

City of Treasure Island

Community Development Department
10451 Gulf Blvd, Treasure Island, FL 33706
(727) 547-4575
permits@mytreasureisland.org

COMPREHENSIVE PLAN TEXT AMENDMENT, FUTURE LAND USE MAP AMENDMENT, REZONING AND/OR LAND DEVELOPMENT REGULATION TEXT CHANGE APPLICATION

Application # _____ Date 7/25/2025

☒Comprehensive Plan Text Change ☐Land Development Regulation Text Change
☐Future Land Use Map Change ☐Rezoning

OWNER/APPLICANT INFORMATION

OWNER'S NAME: Pirate Square LLC PHONE 727-692-6672

OWNER'S ADDRESS: 11620 7th St E EMAIL: shawnlbyrne@gmail.com

CITY: St. Petersburg STATE: FL ZIP: 33706

AGENT'S NAME: Mark Bentley & Ryan Manasse PHONE 813-225-2500

AGENT's ADDRESS: 400 N Ashley Drive, Suite 3100 EMAIL: development@jpfirm.com

CITY: Tampa STATE: FL ZIP: 33602

Note: The owner/applicant must submit a notarized letter authorizing the agent to act on their behalf and stating the agent's name, address and phone number.

LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL ID NUMBER(S): N/A - Application is for text amendment.

LEGAL DESCRIPTION: N/A - Application is for text amendment.

PROPERTY DESCRIPTION

PROPERTY ADDRESS: N/A - Application is for text amendment.

PROPERTY ACRES (AC): N/A PROPERTY SQUARE FEET (SF): N/A

CURRENT FUTURE LAND USE CATEGORY: N/A

PROPOSED FUTURE LAND USE CATEGORY: N/A

CURRENT ZONING DISTRICT DESIGNATION: N/A

PROPOSED ZONING DISTRICT DESIGNATION: N/A

THE UNDERSIGNED CERTIFIES that the ownership of all property within this application has been fully divulged, whether such ownership be contingent or absolute, and that the names of all parties to any contract for sale in existence or any options to purchase are filed with this application. Further, this application must be complete and accurate before the Public Hearing can be advertised, with attached justification form(s) completed and filed as part of this application. Furthermore, I certify that the information contained herein is correct to the best of my knowledge.

Signature of Applicant — Printed Name of Signatory: Shawn Byrne

Signature of Applicant — Printed Name of Signatory

Signature of Applicant — Printed Name of Signatory

(THIS FORM MUST BE SIGNED BY ALL TITLE HOLDER OR HOLDERS)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this 16th day of July, 2025, by Shawn L. Byrne, who ✓ is personally known to me or _____ has produced a _____ driver's license or _____ as identification.

Notary Public

My Commission Expires:

LINDA SASSER
Commission # HH 535544
Expires September 23, 2028

A fee payable to the City of Treasure Island must accompany this application in accordance with the fee schedule set by the City Commission.

Comprehensive Plan Text Amendment/Future Land Use Map Amendment:	$2,250
Rezoning:	$2,000
Land Development Regulation Text Amendment:	$2,000

COMPREHENSIVE PLAN TEXT AMENDMENT, FUTURE LAND USE MAP AMENDMENT, REZONING AND/OR LAND DEVELOPMENT REGULATION TEXT CHANGE

APPLICATION NO. _____

Applicant Pirate Square LLC (Agents: Mark Bentley & Ryan Manasse)

Address N/A - Application is for text amendment.

(1) Existing Use: If the property is developed, describe, in general terms, the existing use of the property such as the type of use, number of units, gross floor area etc. If the property contains structures, please submit a site plan in addition to the description.

N/A - Application is for text amendment.

(2) Proposed Use: Please describe the proposed use that requires the zone or text change. The proposed plan, including a site plan, for the site in question must be submitted along with a verbal representation of the proposed project.

N/A - Application is for text amendment.

Comprehensive Plan Text Amendment and/or Future Land Use Map Amendment (Florida Statutes 163.3184)

All Comprehensive Plan amendments and Future land Use Map amendments are evaluated by the Local Planning Agency and the City Commission based on consistency with the City of Treasure Island Comprehensive Plan, the criteria outlined in Section 68-121 of the Land Development Regulations and the Forward Pinellas Countywide Plan. Please describe how your application meets the following criteria:

(1) The proposed amendment will meet the acceptable level of service standards established in the comprehensive plan;

The proposed text amendment will not compromise the City's ability to maintain acceptable level of service (LOS) standards. Any future development under the revised standards would remain subject to concurrency review during the site plan or development approval stage. This ensures that impacts on public facilities—such as transportation, potable water, wastewater, drainage, and parks—are fully evaluated and mitigated, maintaining compliance with adopted LOS standards. Additionally, alignment and consistency with the Countywide PR-MU standards promotes redevelopment in already urbanized areas, where infrastructure is in place and services are more efficiently provided.

(2) The proposed amendment is in harmony with the general intent of the comprehensive plan;

The Treasure Island Comprehensive Plan encourages redevelopment, revitalization, and infill development that supports a vibrant, economically resilient community while preserving neighborhood character. Aligning the City's Comprehensive Plan development entitlements with the standards found in the Countywide Plan for the PR-MU category directly supports these goals by facilitating high-quality, mixed-use redevelopment that promotes walkability, sustainability, and a diverse tax base. The amendment strengthens consistency with regional planning frameworks while advancing Treasure Island's long-term vision for smart growth.

(3) A change in land use designation must be compatible with adjacent land uses, and one that will not become a potential nuisance; and

This text amendment does not propose a specific land use designation change for individual parcels, but rather a general alignment with the PR-MU standards for eligible areas. Any future site-specific changes will be reviewed for compatibility on a case-by-case basis. The PR-MU category is intended for redevelopment in established urban areas and includes design standards that ensure new development complements the existing urban fabric. Moreover, any development must comply with local zoning regulations, and buffering requirements to avoid potential adverse impacts such as noise, traffic, or visual intrusion.

(4) A change in land use designation must be compatible with the current and future use of adjacent and nearby properties to justify the proposed change and will not negatively affect the property values of adjacent and nearby properties.

The intent of aligning Treasure Island's Comprehensive Plan with the Countywide maximums for the PR-MU category is to support compatible, context-sensitive redevelopment. The PR-MU framework encourages a mix of residential, commercial, and recreational uses that are consistent with the character and scale of surrounding development. By incentivizing quality redevelopment and reinvestment, the amendment is expected to enhance—not diminish—property values. It provides a regulatory foundation for coordinated growth that preserves neighborhood integrity, supports economic vitality, and ensures compatibility with adjacent and nearby uses through proper site planning and community input.

Rezoning or Land Development Regulation Text Change

Please note that applications for changes to the Zoning Map are evaluated by the Local Planning Agency and the City Commission based on the criteria outlined in Section 68-121 of the Land Development Regulations. Please describe how your application will affect the following:

(1) The existing land use pattern; compatible with the purpose and intent of the applicable comprehensive plan goals, objectives and policies

N/A

(2) The population density pattern of the area and possible increase or overtaxing of the load on public facilities such as utilities and streets

N/A

(3) The possible overloading of the city's sewage collection facilities

N/A

(4) The possible overloading of the city's drainage system

N/A

(5) The proposed change would create an isolated zoning district unrelated to adjacent and nearby zoning districts

N/A

(6) The existence of changed or changing conditions which make the passage of the proposed rezoning necessary or appropriate

N/A

(7) The impact of the proposed rezoning upon living conditions in the adjacent neighborhood

N/A

(8) The impact of the rezoning and allowable development upon the flow of light and air to adjacent areas

N/A

(9) The impact of the proposed rezoning upon property values in the adjacent area

N/A

(10) The impact of the proposed rezoning upon improvement or development of adjacent property in accordance with existing regulations

N/A

(11) The existence of other adequate sites in the city for the proposed use in districts already permitting such use

N/A

For proposed text changes to the Land Development Regulations - Please add text to be stricken and/or added (Add additional sheets as necessary)

See attached proposed text amendment.

Submittal Requirements

The following information is required to be completed or submitted with this completed application. (10 copies of each for a FLUM and Rezoning Application)

1. Pre-application meeting
2. Processing Fee
3. Legal names of each of the owners of the subject property including their business and home addresses and telephone numbers
4. If any owner is a business entity such as a partnership, corporation or joint venture, the names and business addresses of all partners and officers, as appropriate, and telephone numbers
5. The legal description of the subject property
6. If the applicant for rezoning is a representative of the owner, evidence of agency in the form of a letter, affidavit or other document satisfactory to the city attorney
7. Property survey
8. A copy of the zoning map, clearly marking the boundaries of the property being considered.
9. Attach proof of ownership (i.e. copy of the deed). Include a copy of the property record card from the property appraiser's office.
10. Written statement regarding the consistency with the City's Comprehensive Plan and Land Development Regulations for amendments (Sections 68-121 and 68-122) as applicable.
11. Proof of mailing of Public Notice. At least 10 days prior to each public hearing date (Local Planning Agency and two City Commission meetings) the applicant must send a public notice to all property owners within 200 feet (500 feet if the property is within the planned development districts) of the subject property. The Community Development Department will create the notice and mailing labels. The applicant is responsible for printing and mailing the notices and providing proof of mailing from USPS to the Community Development Department.

Proposed Text Amendment:

Policy 1.1.3: The City adopts those land use categories identified and defined in this policy as those which shall govern mixed-use development within the City.

- Planned Redevelopment-Mixed Use (PR-MU). The purpose of this category is to depict those areas that are developed with a collection of residential, office, and commercial uses, along corridors, adjacent to neighborhoods or within distinct areas that are interrelated and complementary. The category should facilitate infill and redevelopment of these areas to create a desirable mix of non-residential and residential uses but promoting aesthetically pleasing, safe environments, and buildings that are compatible with the area's character, uses, and transportation facilities.

The PR-MU in the Downtown Redevelopment Area will consist of two sub-categories:

- Planned Redevelopment-Mixed Use-Core (PR-MU-Core), with a residential density of ~~0-24~~ 90 units per acre and a tourist accommodation density of ~~0-60~~ 150 units per acre with a maximum floor ratio area (FAR) of ~~1.00~~ 3.00 and a maximum impervious surface ratio area (ISR) of .90.
- Planned Redevelopment-Mixed Use-Gulf Boulevard (PR-MU-Gulf Blvd), with a residential density of 0 to 15 units per acre and a tourist accommodation density of 0 to 60 units per acre with a maximum FAR of .55 and a maximum ISR of .90.

Within the PR-MU uses, development standards, density/intensity standards and locational characteristics associated with this category must be set forth in a special area plan.

- Shall be a minimum of ten (10) acres in size.
- Must include residential with office, and/or commercial uses, along corridors adjacent to neighborhoods or within distinct areas that are interrelated and complimentary, and
- Shall be of countywide significance.

The following uses in the PR-MU shall not exceed the respective acreage threshold designated for such uses. Any such use, alone or when added to existing contiguous like uses(s), which exceeds the designated threshold shall require a plan map amendment that shall include such use and contiguous uses:

- ~~Ancillary Non-residential; Transportation/Utility – Shall not exceed a maximum area of three (3) acres.~~
- Institutional Use (except public educational facilities which are not subject to this threshold) – Shall not exceed a maximum area of five (5) acres).

Planned Redevelopment shall require a Special Area Plan that must be approved by the City Commission. The Special Area Plan and substantive changes to an approved special area plan shall be subject to review by and approval of the Countywide Planning Authority upon recommendation of the Pinellas Planning Council. While each Special Area Plan shall establish the density, intensity, and mix of permitted uses, the maximum density and intensity permitted in any PR-MU designated area shall be a maximum permanent density of ~~24~~ 90 residential units per acre, a tourist dwelling density of ~~60~~ 150 units per acre and a maximum floor area ratio of ~~1.00~~ 3.00.

The Special Area Plan shall include at minimum, information addressing the following:
A. Plan Issues and Objectives.

a. Existing land use and related characteristics of the area.
b. Issues to be addressed by the plan.
c. Plan objectives in relationship to the City's comprehensive plan and PlanPinellas.

B. Plan Composition.

1. Permitted uses and any differentiation by location.
2. Density/intensity standards for permitted uses.
3. Design guidelines, if any, appropriate to plan.
4. Affordable housing provisions, if any, are appropriate to the plans.
5. Mixed use provisions, if any, appropriate to the plan.
6. Special provision for multimodal mobility and circulation, access management, parking, and safety.
7. Identification of and reference to land development regulations that implement the plan.
8. Public and/or private improvements, contributions and/or incentives, if any, appropriate to the plans; and,
9. The local government's plan approval process.

C. Plan Impacts.

10. Identification of water, sewer, and storm-water drainage impacts that may be anticipated based on the plan.
11. Identification of overall system characteristics.
12. An analysis of the difference between these anticipated impacts on the systems as compared to the impacts based on the current Countywide Plan Map designations.



Detail by Entity Name

Florida Limited Liability Company
PIRATE SQUARE, LLC

Filing Information

Document Number	L05000048695
FEI/EIN Number	20-2850181
Date Filed	05/16/2005
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	11/18/2009
Event Effective Date	NONE

Principal Address

11620 7th St E
TREASURE ISLAND, FL 33706

Changed: 07/26/2023

Mailing Address

11620 7th St E
TREASURE ISLAND, FL 33706

Changed: 08/15/2023

Registered Agent Name & Address

BYRNE, SHAWN L
11620 7th St E
TREASURE ISLAND, FL 33706

Name Changed: 06/01/2009

Address Changed: 02/21/2024

Authorized Person(s) Detail

Name & Address

Title MGR

BYRNE, SHAWN L
11620 7TH ST E
TREASURE ISLAND, FL 33706

Annual Reports

Report Year	Filed Date
2023	01/26/2023
2024	02/21/2024
2025	01/06/2025

Document Images

01/06/2025 -- ANNUAL REPORT	View image in PDF format
02/21/2024 -- ANNUAL REPORT	View image in PDF format
01/26/2023 -- ANNUAL REPORT	View image in PDF format
02/08/2022 -- ANNUAL REPORT	View image in PDF format
03/01/2021 -- ANNUAL REPORT	View image in PDF format
03/17/2020 -- ANNUAL REPORT	View image in PDF format
02/26/2019 -- ANNUAL REPORT	View image in PDF format
01/22/2018 -- ANNUAL REPORT	View image in PDF format
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01/27/2016 -- ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
01/22/2014 -- ANNUAL REPORT	View image in PDF format
03/06/2013 -- ANNUAL REPORT	View image in PDF format
03/09/2012 -- ANNUAL REPORT	View image in PDF format
02/06/2011 -- ANNUAL REPORT	View image in PDF format
03/08/2010 -- ANNUAL REPORT	View image in PDF format
11/18/2009 -- LC Amendment	View image in PDF format
06/01/2009 -- Reg. Agent Change	View image in PDF format
02/01/2009 -- ANNUAL REPORT	View image in PDF format
01/18/2008 -- ANNUAL REPORT	View image in PDF format
01/29/2007 -- ANNUAL REPORT	View image in PDF format
04/25/2006 -- ANNUAL REPORT	View image in PDF format
10/05/2005 -- Amendment	View image in PDF format
09/29/2005 -- Amendment	View image in PDF format
09/26/2005 -- Reg. Agent Change	View image in PDF format
05/16/2005 -- Florida Limited Liabilites	View image in PDF format

CITY OF TREASURE ISLAND
LOCAL PLANNING AGENCY
10451 Gulf Blvd, Treasure Island, Florida 33706
(727) 547-4575

STAFF REPORT
AUGUST 21, 2025

GENERAL INFORMATION

REQUESTS: Ordinance 2025-20: This is a privately proposed text amendment request to amend the City of Treasure Island Comprehensive Plan (City File: 000532-2025) to allow for density and intensity standards, in alignment with the Countywide Rules.

OWNER/APPLICANT: Pirates Square LLC
11620 7th St E
Treasure Island, FL 33706

AGENT: Mark Bentley, Esq., B.C.S., AICP
400 N. Ashley Drive, Suite 3100
Tampa, FL 33602

BACKGROUND

This is a private-initiated application requesting the Local Planning Agency to make a finding of consistency with the City of Treasure Island Comprehensive Plan and recommend approval to the City Commission. If approved, the board shall also consider the second request to amend the associated Land Development Regulations accordingly.

The Countywide Plan Rules provide for a density and intensity in Activity Centers greater than the city's Comprehensive Plan. The applicant is requesting an amendment to Planned Redevelopment-Mixed Use-Core (PR-MU-Core), with a residential density of 90 units per acre and a tourist accommodation density of 150 units per acre with a maximum floor ratio area (FAR) of 3.00 and a maximum impervious surface ratio area (ISR) of .90.

The Land Development Regulations currently allow Planned Redevelopment-Mixed Use-Core (PR-MU-Core), with a residential density of 0-24 units per acre and a tourist accommodation density of 0-60 units per acre with a maximum floor ratio area (FAR) of 1.00 3 and a maximum impervious surface ratio area
(ISR) of .90

PRIVATE COMPREHENSIVE PLAN COMPREHENSIVE PLAN TEXT AMENDMENT REQUEST

SEE EXHIBIT A

STANDARDS FOR REVIEW

Section 68-121 of the City of Treasure Island Land Development Regulations states that the Local Planning Agency shall not recommend approval of a plan amendment unless it makes a positive finding based on competent evidence, on each of the following:

a. The proposed plan amendment will meet the acceptable standard of service established in the comprehensive plan.

b. The proposed plan amendment is in harmony with the general intent of the comprehensive plan.

c. A change in land use designation must be compatible with adjacent land uses, and one that will not become a potential nuisance.

d. A change in land use designation must be compatible with the current and future use of adjacent and nearby properties to justify the proposed change and will not negatively affect the property values of adjacent and nearby properties.

CONSISTENCY WITH THE COUNTYWIDE PLAN

Proposed amendments to the citywide Comprehensive Plan land development regulations are required to be consistent with the Countywide Plan Map and the criteria and standards outlined in the Countywide Rules. The proposed comprehensive plan comprehensive plan text amendment must be submitted to Forward Pinellas staff for final determination of consistency with the Countywide Rules. Please note that any requested changes from Forward Pinellas must be included in the Ordinance.

The designation of Activity Center was adopted in 2019. At that time all old central business districts were grandfathered in. The following may be required by Forward Pinellas to proceed.

- **Amended Special Area Plan**
- **Adoption of land development regulations that create transit-oriented development, consistent with the Planning and Urban Design Principles from the Countywide Plan**

- **A transportation analysis and plan to transition to multimodal transportation**
- **Justifying and mitigating the increased densities/intensities in the Coastal High Hazard Area**
- **Amendments to increase densities/intensities above what currently exists in the City's Comprehensive Plan will require the applicant to meet the current Activity Center standards in the Countywide plan**

STAFF RECOMMENDATION

Staff have evaluated the standards for review for the proposed comprehensive plan text amendment to the citywide comprehensive plan. The density and intensity are within the current limits for the Community center outlined in the Countywide Plan. Staff is in support of the implications of this comprehensive plan text amendment; however, it is our understanding that the special area plan runs concurrently with this amendment. The staff has advised the applicant of the necessary requirements set forth by Forward Pinellas.

ATTACHMENTS:
Application

ORDINANCE 2025-20

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE TEXT OF THE ADOPTED COMPREHENSIVE PLAN TO ALLOW FOR HIGHER DENSITY AND INTENSITY STANDARDS IN THE PR-MU CORE FUTURE LAND USE CATEGORY BY AMENDING POLICY 1.1.3 OF THE CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR TRANSMITTAL TO REVIEWING AGENCIES IN ACCORDANCE WITH THE REQUIREMENTS OF LAW; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Florida Statutes, established the Community Planning Act; the "Act", and

WHEREAS, the City of Treasure Island ("City") has previously enacted its Comprehensive Plan pursuant to the Act, and

WHEREAS, many properties within the PR-MU Core Future Land Use category suffered catastrophic damage during Hurricanes Helene and Milton in 2024, and are now faced with rebuilding; and

WHEREAS, The Treasure Island Comprehensive Plan encourages redevelopment, revitalization, and infill development that supports a vibrant, economically resilient community while preserving neighborhood character. Aligning the City's Comprehensive Plan development entitlements with the standards found in the Countywide Plan for the PR-MU category directly supports these goals by facilitating high-quality, mixed-use redevelopment that promotes walkability, sustainability, and a diverse tax base; and

WHEREAS, the amendment strengthens consistency with regional planning frameworks while advancing Treasure Island's long-term vision for smart growth; and

WHEREAS, the City's Comprehensive Plan is required by law to be consistent with the Countywide Plan Rules; and

WHEREAS, this ordinance is a Comprehensive Plan Amendment initiated by an application by a private party and therefore, pursuant to s. 166.041(4)(c), Fla. Stat., this ordinance is exempt from the business impact estimate requirement of s. 166.041(4)(a), Fla. Stat.; and

WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, met on August 21, 2025 and determined that the application is consistent with the goals, objectives and policies of the City's Comprehensive Plan, the Land Development Regulations and the Forward Pinellas Countywide Plan and recommended approval to the City Commission; and

WHEREAS, the City Commission has reviewed City's Comprehensive Plan and finds that map amendments are consistent with the goals, objectives and policies of the City's Comprehensive Plan and the Forward Pinellas Countywide Plan; and

WHEREAS, the City of Treasure Island has determined to request the amendment of the Forward Pinellas Countywide Plan pursuant to the rules of the Countywide Plan; and

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. Pursuant to the provisions of the Community Planning Act, as amended, and pursuant to all applicable provisions of law, the text of Policy 1.1.3 of the City of Treasure Island's Comprehensive Plan is hereby amended, as found in Exhibit A.

SECTION 3. This amendment shall be transmitted to reviewing agencies in accordance with Sec. 163.3184, Florida Statutes.

SECTION 4. 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 5. 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 6. EFFECTIVE DATE. That the effective date of these amendments shall be 45 days after the State Land Planning Agency determines the amendment package is complete and no timely petition is filed by an affected party. If an affected party petition is filed timely, then this amendment shall become effective on the date the state land planning agency or the Administrative Commissioner enters a final order determining the adopted amendment to be in compliance. No development orders, development plans, or land uses dependent on this plan amendment may be issued before it has become effective.

FIRST READING and PUBLIC HEARING on the 16th day of September, 2025.

SECOND READING and PUBLIC HEARING on the ___ day of _____, 2025.

PUBLISHED in the Tampa Bay Times on the 17th day of September, 2025 and 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

LPA RESOLUTION NO. 2025-13

A RESOLUTION OF THE LOCAL PLANNING AGENCY OF THE CITY OF TREASURE ISLAND, FLORIDA, RECOMMENDING APPROVAL OF ORDINANCE NO. 2025-20; TO ALIGN WITH THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN AND THE FORWARD PINELLAS COUNTYWIDE PLAN; PROVIDING FOR TRANSMITTAL TO REVIEWING AGENCIES IN ACCORDANCE WITH THE REQUIREMENTS OF LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE

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 regulations; 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 2025-20 amending Comprehensive Plan of the City of Treasure Island 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 2025-20 to the City Commission through Resolution 2025-13.

NOW, THEREFORE, BE IT RESOLVED by the Local Planning Agency of the City of Treasure Island, in a public meeting assembled:

The City Treasure Island Comprehensive Plan, as set forth in Ordinance 2025-20, with the recommendation to approve the 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

AGENDA ITEM NO. G.7

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: November 18, 2025

SUBMITTED BY: Matthew Storandt, Finance

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT:

Adopting Ordinance 2025-34 for Additional Expenses of $7,900 for Purchase of the Self-Contained Breathing Apparatus

BACKGROUND:

The City's approved FY 2026 budget included the purchase of the self-contained breathing apparatus' equipment, originally estimated at $179,100, as part of the Capital Improvement Projects funding process. A current quote is on file of $196,914.57, including shipping. As a result of the lifecycle replacement of safety equipment requirement, the City is amending the Budget to recognize these expenses.

POLICY/PURPOSE:

Section 3.12(a) of the City's Charter stipulates that any amendments to the city's annual budget be approved by ordinance. Give the City Manager purchase authority of $197,000 for Self-Contained Breathing Apparatus.

STRATEGIC PLAN RELEVANCE:

This is a regulatory step related to a budget amendment AND City Manager Purchase Authority.

ANALYSIS/DISCUSSION:

City approved this purchase as part of the prior two improvement plans. The Fire Department's current air packs are out of warranty and past end of useful life.

FUNDING:

This budget amendment aims to purchase fourteen units and the additional required operating equipment. These monies will be booked to funds as follow:

- $7,900 in General Fund

MOTION:

I move to give the City Manager Purchase Authority of $197,000 and approve Ordinance No. 2025-34 at this first public hearing and to schedule it for a second reading.

ATTACHMENTS:
ORDINANCE_2025-34- SCBA PURCHASE.docx

ORDINANCE 2025-34

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2026 GENERAL FUND BUDGET TO RECOGNIZE ADDITIONAL EXPENSES OF $7,900.00 FOR PURCHASE OF THE SELF CONTAINED BREATHING APPARATUS PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance 2025-21, the City of Treasure Island, Florida adopted an annual operating budget for fiscal year 2026; and

WHEREAS, the City shall spend money exceeding the Fiscal Year 2026 Approved Budget in the amount of $7,900.00, generally for the purchase of the Self Contained Breathing Apparatus.

WHEREAS, this ordinance is a budget amendment and therefore, pursuant to s. 166.041(4)(c), Fla. Stat., this ordinance is exempt from the business impact estimate requirement of s. 166.041(4)(a), Fla. Stat.; and

WHEREAS, pursuant to the City's Charter and generally accepted accounting principles, the City finds it in the public's best interest to amend the City's budget to recognize the additional expenses of $7,900.00 in General Fund, Fire Department CIP, toward the purchase of Self Contained Breathing Apparatus.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND DOES ORDAIN:

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as findings by the City Commission of the City of Treasure Island, Florida for the adoption of this Ordinance.

SECTION 2. The budget for the City of Treasure Island, Florida for the fiscal year 2026, as adopted pursuant to Ordinance 2025-21 is hereby amended by adding expenses of $7,900 in General Fund, Fire Department CIP, toward the purchase of Self Contained Breathing Apparatus.

SECTION 3. That allocation of said funds shall be as follows:

<u>General Fund - Expenses</u>		
Several General	001-5220-64900	$7,900

SECTION 4. SEVERABILITY. It is declared to be the intent of the City Commission, that if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5. CONFLICT. This action supersedes all ordinances and resolutions of the City or portions thereof, in conflict with or inconsistent with this ordinance, to the extent of such inconsistency or conflict.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage.

FIRST READING and PUBLIC HEARING on the 18 day of November, 2025.

SECOND READING and PUBLIC HEARING on the 2 day of December, 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. G.8

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: November 18, 2025

SUBMITTED BY: Victor Ortiz, Finance

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Approve Ordinance 2025-35, Amending the FY 2026 Budget due to Cost Increment Over the Budgeted Estimates

BACKGROUND:

The City's approved FY 2026 budget included the purchase of the street sweeper vehicle as part of the Capital Improvement Projects funding process. A current quote is on file of $400,950.00, including title, registration, and dealer fees. We sold Solid Waste trucks in FY25 for $385,000.00.

The City's approved FY 2026 budget included the purchase of the development and build of pickleball courts at Rosselli Park, originally estimated at $300,000.00, as part of the Capital Improvement Projects funding process. The additional expenditure of $56,281.10 is attributed to increased cost.

The City's approved FY 2026 budget included the purchase of the beach cleaning machine, originally estimated at $78,111.00, as part of the Capital Improvement Projects funding process. The additional expenditure of $6,554.00 is attributed to increased cost.

As a result of the enhancement to the aesthetic appeal and creating a cleaner environment for the residents and businesses, as well as providing popular recreational opportunities and promoting physical activity across a wide age range, the City is amending the Budget to recognize these expenses.

POLICY/PURPOSE:

Section 3.12(a) of the City's Charter stipulates that any amendments to the city's annual budget be approved by ordinance. Give the City Manager purchase authority of $401,000 for a Street Sweeper vehicle and $64,000 for Pickleball courts and Barber & Sons Beach Cleaning Machine.

STRATEGIC PLAN RELEVANCE:

This is a regulatory step related to a budget amendment AND City Manager Purchase Authority.

ANALYSIS/DISCUSSION:

Street sweeping is an essential component of the City's stormwater management system, addressing localized flooding, and reduces pollution from entering waterways. The approved purchase of the street sweeper vehicle will protect our streets, infrastructure, and waterways, while also delivering improved responsiveness and accountability to our residents.

The City approved the repurpose of two tennis courts at Rosselli Park into 6 dedicated (cushioned court surfaced) pickleball courts. The pickleball courts will provide accessible and popular recreational opportunities for residents and visitors, fostering a sense of community and promoting physical activity across a wide age range.

The City approved the purchase of the Baber Surf Rake to replace the existing unit that continues to have ongoing maintenance issues that impact operational efficiency. The equipment will remove debris and fish from red tide events, improve the appearance of the beaches, and make them safer for the residents and visitors.

FUNDING:

This budget amendment aims to purchase fourteen units and the additional required operating equipment. These monies will be booked to funds as follow:

- $401,000.00 in Stormwater Fund
- $64,000.00 in General Fund

MOTION:

I move to approve Ordinance No. 2025-35 at this first public hearing and to schedule it for a second reading at the December 16, regular Commission meeting.

ATTACHMENTS:

Budget Amendment 2025-35.xlsx
ORDINANCE_2025-35-Street Sweep&Beach Rake&Pickleball.docx

BUDGET AMENDMENT

DATE: 2025-11-18

FY 2026

TO: City of Treasure Island City Manager

FROM: Victor Ortiz, Chief Financial Officer

Ord. # 2505-35

SUBJECT: FY 2026 CIP Adjustment

REVENUE

Fund	*Acct.*	*Name*	*Proceeds for:*	*TOTAL*
			Total	**$ -**

EXPENSE:

Fund	*Prog.*	*Acct.*	*Name*		*TOTAL*
450	5380	64200	Regenerative Air Street Sweeper	FY 2026 budget amendment, Stormwater Fund Expense	$ 401,000.00
001	5220	63000	Rosselli Park Pickleball Courts	'FY 2026 budget amendment, General Fund Expense	$ 57,000.00
001	5410	64200	Barber & Sons Beach Cleaning Machine	'FY 2026 budget amendment, General Fund Expense	$ 7,000.00
				Total	**$ 465,000.00**

EXPLANATION:

City of Treasure Island shall (a) purchase a Regenerative Air Street Sweeper vehicle, (b) budget $57,000.00 for the increased cost to the already budgeted Rosselli Park Pickleball Courts, and (c) budget $7,000.00 additional cost to purchase the Barber & Sons Beach Cleaning Machine.

DATE

Chief Financial Officer: _____ _____

City Manager: _____ _____

Completed by Finance:

ORDINANCE 2025-35

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2026 STORM WATER FUND AND GENERAL FUND BUDGETS TO RECOGNIZE ADDITIONAL EXPENSES OF $401,000 FOR PURCHASE OF A STREET SWEEPER, AND $64,000 FOR PICKLEBALL COURTS AND A BEACH BARBER MACHINE PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance 2025-21, the City of Treasure Island, Florida adopted an annual operating budget for fiscal year 2026; and

WHEREAS, the City shall spend money exceeding the Fiscal Year 2026 Approved Budget in the amount of $401,000.00 for the purchase of a Regenerative Air Street Sweeper vehicle, $57,000.00 for the increased cost to the already budgeted Rosselli Park Pickleball Courts, and $7,000.00 for the increased cost to purchase the Barber & Sons Beach Cleaning Machine.

WHEREAS, this ordinance is a budget amendment and therefore, pursuant to s. 166.041(4)(c), Fla. Stat., this ordinance is exempt from the business impact estimate requirement of s. 166.041(4)(a), Fla. Stat.; and

WHEREAS, pursuant to the City's Charter and generally accepted accounting principles, the City finds it in the public's best interest to amend the City's budget to recognize the additional expenses of $401,000.00 in the Stormwater Fund for the purchase of a Street Sweeper vehicle, and $64,000 in General Fund toward the increased cost of the Pickleball Courts and Beach Cleaning Machine.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND DOES ORDAIN:

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as findings by the City Commission of the City of Treasure Island, Florida for the adoption of this Ordinance.

SECTION 2. The budget for the City of Treasure Island, Florida for the fiscal year 2026, as adopted pursuant to Ordinance 2025-21 is hereby amended by adding expenses of $401,000.00 in the Stormwater Fund for the purchase of a Street Sweeper vehicle, and $64,000.00 in General Fund toward the increased cost of the Pickleball Courts and Beach Cleaning Machine.

SECTION 3. That allocation of said funds shall be as follows:

<u>Stormwater Fund - Expenses</u>		
Vehicles	450-5380-64200	$401,000.00
<u>General Fund - Expenses</u>		
Pickleball Courts	001-5220-63000	$57,000.00
Vehicles	001-5410-64200	$7,000.00

SECTION 4. SEVERABILITY. It is declared to be the intent of the City Commission, that if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a

separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5. CONFLICT. This action supersedes all ordinances and resolutions of the City or portions thereof, in conflict with or inconsistent with this ordinance, to the extent of such inconsistency or conflict.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage.

FIRST READING and PUBLIC HEARING on the 18 day of November, 2025.

SECOND READING and PUBLIC HEARING on the 16 day of December, 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. G.9

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 18, 2025
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	Ordinances
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	First Reading of Ordinance 2025-32, Increase City Manager's Purchase Authority (Commissioner Dickey)
BACKGROUND:	The City Commission last approved an increase to the City Manager's purchasing authority in 2019 as part of a broader purchasing policy revision.
POLICY/PURPOSE:	To request the City Commission adopt changes to the Sections of Chapter 2, Article VI to increase the City Manager's Purchasing Authority
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	The City Commission has periodically updated the spending authority for the City Manager. Utilizing the US Bureau of Labor Statistics CPI Calculator, the Finance Director has determined that $1 in September 2019 has the same buying power as $1.26 in August 2025. The recommendation is to increase the purchasing authority to $35,000 for unbudgeted expenses; allow the City Manager to approve and execute purchases, contracts, and change orders up to $100,000 for items approved in the budget; and require a quarterly report from the City Manager to the City Commission identifying all purchases and contracts that exceed $25,0000.
FUNDING:	N/A

MOTION: Move to approve Ordinance 2025-32 at this first reading and schedule it for a second and final reading and public hearing.

ATTACHMENTS:
Ordinance 2025-32 CM Spending Authority.docx

ORDINANCE NO. 2025-32

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE PURCHASING AUTHORITY OF THE CITY MANAGER; PROVIDING FOR GREATER ADMINISTRATIVE EFFICIENCY WHILE MAINTAINING STRONG OVERSIGHT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission has adopted annual budgets that authorize expenditures for specific goods, services, and capital projects essential to the operation of the City; and

WHEREAS, the current City Manager spending authorization of $25,000 for all purchases does not reflect increases in cost, supply chain realities, or the operational need to timely execute approved budget items; and

WHEREAS, increased authority for budgeted purchases will allow the City Manager to efficiently implement Commission-approved programs, capital improvements, and maintenance needs without causing delay to critical operations; and

WHEREAS, the City Commission remains committed to maintaining transparency and appropriate administrative controls through regular reporting of authorized purchases;

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. Section 2-276 "Purchasing procedures for goods, materials and services" of the Code of Ordinance of the City of Treasure Island, Florida, is hereby amended to read as follows:

(a) *Budgeted Expenditures up to $100,000~~25,000.00~~.* The city manager is authorized to approve expenditures up to $100,000~~25,000.00~~ ~~without prior approval of the city commission~~ for the purchase of goods, materials, equipment or services, ~~provided sufficient funding is available in the approved city budget~~ and all procurement is conducted in accordance with the City's Procurement Code. The $100,000~~25,000.00~~ city manager's expenditure authority is not exceeded when budgeted individual identical items are purchased throughout a fiscal year, each costing less than $100,000~~25,000.00~~ individually, even if cumulatively those items total more than $100,000~~25,000.00~~.

(b) *Unbudgeted Expenditures up to $35,000.* The city manager is authorized to approve and execute purchases, contracts, and change orders up to $35,000 when such expenditures are necessary for operational continuity or public safety, and when sufficient funds exist within the related fund balance or departmental budget.

(c) *Public Reporting. The City Manager shall provide to the City Commission a quarterly report identifying all purchases and contracts approved pursuant to this Sections (a) and (b) that exceed $25,000, including vendor name, purpose, cost, fund source, and procurement method.*

(d~~b~~) *Expenditures in excess of ~~$25,000~~ 35,000.* The city ~~commission~~ manager may authorize an expenditure in excess of $~~25,000.00~~ 35,000 for goods, materials, equipment or services after a public, formal, ~~sealed bid~~ competitive solicitation process or any other procurement method so authorized.

(e~~c~~) *Exceptions.* The requirements of subsection (~~b~~d) are not intended to apply to routine operating expenses such as salaries, utilities, supplies, medical payments as required by law for which budget appropriations have been made.

(f~~d~~) *Award of contract.* The city commission shall award the contract to the lowest responsive and responsible bidder. For the purpose of determining the lowest responsive and responsible bidder, the city commission may consider factors including the cost of the product or service; qualifications of the bidder; prior experience of the bidder in similar activities; prior work performed by the bidder on behalf of the city or other units of government or their agencies; and any other factors deemed relevant by the city commission in its sole discretion. If the city manager recommends the acceptance of a bid other than the bid with the lowest total price, the reason for the recommendation shall be given.

(g~~e~~) *Rejection.* The city commission may reject any or all ~~bids~~ responses if it is deemed in the best interests of the city to do so, and to re~~bid~~ solicit the proposed purchase. All ~~bid proposals~~ responses submitted to the city must address and conform to the ~~bid~~ specifications and the scope of the work to be performed. Any deviations or substitutions from the ~~bid~~ specifications or the scope of work must be identified with a written explanation. Failure to comply with the provisions of the ~~bid~~ specification may result in a rejection of the ~~bid proposal~~ submission. Incomplete ~~bid proposals~~ submissions may be rejected by the city. The city reserves the right to waive minor technical defects in a ~~bid~~ submittal as determined in its sole discretion.

(h~~f~~) *Exemptions.* Unless otherwise prohibited by law, the following situations are exempted or modified from the competitive bid requirements of this section:

(1) *Professional services.* Contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding, are exempt from the competitive bidding requirements of this section; however, a formal, written contract, approved by the city ~~commission~~

manager, shall be required for all such contracts in excess of $~~25,000~~ 35,000, and any applicable state law, such as the Consultant's Competitive Negotiation Act shall be followed.

(2) *Noncompetitive supplies.* Noncompetitive supplies, available only from one source, such as unique, patented or franchised supplies are exempt for the competitive requirements of this section. The city manager is authorized to purchase and contract for noncompetitive supplies up to $100,000~~25,000.00~~, provided authorized funds are available in the annual budget.

(3) *No bid received.* Where no bid has been received after publication of a bid/proposal; however, such purchases in excess of $~~25,000~~ 35,000 require a formal, written contract approved by the city ~~commission~~ manager.

(4) *Unique circumstances.* Where the city commission finds unique circumstances to establish that competitive bidding is not in the best interest of the city; however, such purchases in excess of $~~25,000~~ 35,000 shall require a formal, written contract approved by the city commission. The city commission, upon request by the city manager, may waive the requirement for a formal written contract when such a contract would not be in the best interest of the city.

(5) ~~*Bids*~~ *Solicitations and contracts from other entities.* The city manager is authorized to use competitive ~~bids~~ solicitations and formal contracts from other entities as provided in section 2-278.

SECTION 3. Conflict. All resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

FIRST READING AND PUBLIC HEARING on ___ day of _____ 2025.

SECOND READING AND PUBLIC HEARING on ___ day of _____ 2025.

PUBLISHED in the Tampa Bay Times on ___ 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 V. Kennedy, City Clerk

AGENDA ITEM NO. G.10

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: November 18, 2025

SUBMITTED BY: Jeffrey Agrall, Public Works

ITEM TYPE: Resolutions

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Public Safety Building – Approving Location and Project Direction

BACKGROUND: The City previously voted to locate the Public Safety Building north of City Hall. After further evaluation, staff recommends establishing the use of the City property on 108th Street. This motion formalizes the updated site selection, confirms the intended project delivery method (Design-Bid), and provides flexibility regarding the use of the previously selected architect. The motion also affirms that both Fire and Police operations will be housed within the new facility.

POLICY/PURPOSE:

To establish the official site for the new Public Safety Building on 108th Street, confirm the Design-Bid method of project delivery, and provide direction regarding the inclusion of both Fire and Police operations within the facility. This action also clarifies that the architect previously designated for the project may or may not be utilized, ensuring flexibility as the project moves forward.

STRATEGIC PLAN RELEVANCE: Rebuild, strengthen and harden our infrastructure. Modernizing public infrastructure for resiliency, economic development and sustainability utilizing a community-focused vision.

ANALYSIS/DISCUSSION:

The City Commission previously approved a location north of City Hall for the Public Safety Building. After further evaluation

of site constraints, access, and long-term operational needs, staff recommends designating the 108th Street property as the preferred site. The 108th Street location provides improved accessibility, sufficient space for both Fire and Police operations, and greater flexibility for future expansion.

Staff also recommends using the Design-Bid project delivery method, which aligns with the City's procurement standards and provides a clear, competitive bidding process. While an architect was previously designated for this project, this motion acknowledges that the City may either continue with that firm or consider alternative architectural services as the project progresses.

This action provides clear direction to proceed with design and planning for a consolidated Public Safety Building housing both the Fire and Police Departments.

FUNDING: This Resolution does not authorize the spending of City funds but rather addresses location and project delivery issues relating to the proposed joint Fire / Police Public Safety Building.

MOTION: Motion to establish the location of the new Public Safety Building at 108th Street; to rescind the previous vote designating the site north of City Hall; to authorize the Design-Bid method of project delivery; to acknowledge that the architect previously designated for this project may or may not be utilized; and to confirm that both the Fire Department and Police Department shall be included within the Public Safety Building complex.

ATTACHMENTS:

AGENDA ITEM NO. G.11

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 18, 2025
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	Resolutions
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	**Item has been moved to January 6, 2026, Workshop -** Amend the Comprehensive Plan to add Planned Development Zoning (Vice Mayor Vasquez)
BACKGROUND:	Commissioner Item
POLICY/PURPOSE:	Commissioner Item
STRATEGIC PLAN RELEVANCE:	Commissioner Item
ANALYSIS/DISCUSSION:	Commissioner Item
FUNDING:	Commissioner Item
MOTION:	Move to approve Resolution 2025-25, to direct staff to expedite the development of planned development zoning.

ATTACHMENTS: