BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, DECEMBER 2, 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. CALL TO ORDER

B. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

B.1 Recognition of retiring Firefighter/EMT Joe White after 26 years' service to the residents and visitors of Treasure Island.

C. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

D. APPROVAL OF MINUTES

D.1 Approval of the following Minutes: October 21, 2025, Workshop; October 21, 2025, Regular; and October 27, 2025, Special Joint Meeting.
10.21.2025 Regular Meeting Minutes.docx
10.21.2025 Workshop Minutes.docx
10.27.2025 Special Joint Meeting MINUTES.docx

E. CONSENT AGENDA

E.1 Authorize City Manager to Execute Contract for MCCI LaserFiche Cloud Upgrade
Addendum 1 to MSA 20777 - City of Treasure Island - 38755 (FINAL).pdf
MSA 20777 - City of Treasure Island (BMO Review) (02840523-2) MCCi Clean 9.17.25 (Final11.12.25).pdf

E.2 Authorization of Purchase Order for Sidewalk Restoration for the Gulf Boulevard Undergrounding Project
C&T Propsal-TI Sidewalk Repair 11.7.25.pdf

E.3 Authorize the City Manager to execute the Construction Work Order for the Treasure Bay Clubhouse Repairs
Treasure Bay Estimate1026 Interior Repairs.pdf

Treasure Bay Estimate 1037 Windows-Doors Replacement.pdf
11.18.2025 Contract w. Somerfield Construction Services.pdf

E.4 Authorize the City Manager to execute the Construction Work Order for the Repair of the Sunset Beach Pavilion
CT Propsal - Sunset Beach Pavilion Repairs - 11.26.25.pdf
C&T CONTRACTING SERVICES LLC Small Project General Contractor.pdf
CT Contracting Services Amendment.pdf

F. ITEMS OF BUSINESS

F.1 Second and Final Reading of Ordinance 2025-33, Mandatory Lot Mowing Program (Commissioner Clark)
Ordinance 2025-33 Lawn Maintenance.docx
64375 affidavit.pdf

F.2 First reading of Ordinance 2025-36, for Expense of Beach Pavilion and Treasure Bay Clubhouse Repairs, and adding an FTE Community Development Administrative Assistant
ORDINANCE_2025-36-Bch Pavilian&Tres Bay Clubhouse Repair&CD Admin Assistant.docx
Budget Amendment 2025-36.xlsx

F.3 Adoption of Resolution 2025-27, Electing to Not Exempt Property From Ad Valorem Property Tax
Resolution 2025-27.docx

F.4 Non-Exclusive License Agreement with Two Mermaids Beach Resort for Parking Access
Parking Agreement - Two Mermaids 2026.pdf

F.5
Authorization to Proceed with the Consultant Selection Process for the Treasure Island Master Plan Project

Treasure Island Master Plan Next Steps Summary_11262025r2.pdf
Proposed TI Master Plan Scope of Services_11262025.pdf

F.6 Sunshade Installation at Rosselli Park Playground
26-0041-MR -PROJECT INNOVATIONS- Fully Executed Contract.pdf
Solicitation 260041 Park and Playground Equipment.pdf
Rosselli Shade Package Sunshade.pdf

G. COMMISSIONER REPORTS

H. 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. B.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 2, 2025
SUBMITTED BY:	William Barrs, Fire
ITEM TYPE:	Recognitions
AGENDA SECTION:	PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION
SUBJECT:	Recognition of retiring Firefighter/EMT Joe White after 26 years' service to the residents and visitors of Treasure Island.
BACKGROUND:	
POLICY/PURPOSE:	Recognizing employment milestone for tenured employee.
STRATEGIC PLAN RELEVANCE:	Goal 1 of Administration Roadmap: Goal 1: Develop, support, and retain a diverse workforce to serve the needs of the community.
ANALYSIS/DISCUSSION:	Commission comments on FF/EMT White's work history welcomed.
FUNDING:	N/A
MOTION:	

ATTACHMENTS:

AGENDA ITEM NO. D.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 2, 2025
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Approval of the following Minutes: October 21, 2025, Workshop; October 21, 2025, Regular; and October 27, 2025, Special Joint 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 21, 2025, Workshop; October 21, 2025, Regular; and October 27, 2025, Special Joint Meeting.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	.
FUNDING:	There is no cost associated.
MOTION:	I move to approve the minutes, as presented.

ATTACHMENTS:
10.21.2025 Regular Meeting Minutes.docx

10.21.2025 Workshop Minutes.docx
10.27.2025 Special Joint Meeting MINUTES.docx

BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, OCTOBER 21, 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 6:36 p.m.

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

Citing discussion on the master plan, Commissioner Czyszczon moved to table H.1. until the Commission had consensus on what was discussed in the workshop. (The motion died for lack of a second.)

Mayor Doctor noted the following changes: Item H.3 would move to Item H.1. and Item H.8. would move to Item H.2.

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

D.1 Award Presentation, Florida State Senator Nick DiCeglie for his dedication to first responders.

Police Chief John Barkely presented State Senator DiCeglie an award and voiced appreciation for his work for the City. State Senator DiCeglie made appreciative remarks.

CITY MANAGER AND CITY ATTORNEY REPORTS

City Manager Charles Van Zant reviewed a presentation, as shown in background material.

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Father Andy Ellis, Fire Station Chaplain, asked for assistance with a community event to assist with adult incontinence products.

Mr. West Evans, Isle of Palms, mentioned that the ethics ordinance was not scheduled for the current meeting. City Clerk Lisa-Marie Kennedy explained the notice requirements for second readings and said the Ordinance would be on the November 4, 2025, Regular meeting agenda.

Ms. Sarah Pennington, District 2, asked about other ways to donate the incontinence products and if the current street sweeping program could be paused before the new truck was purchased and wanted updates on the grants applied for and received.

Mayor Doctor asked the City Manager to provide monthly updates on grants in the City Manager report.

Ms. Marie Barba, District 3, highlighted Article I, paragraph B, extraterritorial rights, and the referendum process outlined in the City Charter, and believed it was important for the Commission to consider a conversation with Forward Pinellas and the City's land use and density maps.

Ms. Edwardine Wasilewski, Isle of Capri, spoke about the poor condition of her neighbor's home and complained nothing was done. Responding to Mayor Doctor, City Manager Van Zant would ensure he obtained the address.

Ms. Brandy Long, Gulf Boulevard, expressed disappointment with the ethics ordinance not being scheduled for the current meeting. City Clerk Kennedy advised the item was scheduled for the November 4, 2025, Regular meeting.

Mr. Ron DeBiase, resident, believed the City Commission was acting outside its authority with no benefit to the City, read the City Charter's provisions regarding procurement, and wanted to know where the City Charter allowed the Commission to sign contracts.

Ms. Kim Snemis, Isle of Capri, supported bringing back the golf course to Treasure Bay at a fee that would support the course.

Mr. Rick Matthews, District 3, noted his wife did not feel safe due to Commissioner Czyszczon's comments and spoke against Commissioner Czyszczon.

Mr. Jeffry Baynon, Resident, spoke about the poor condition of the St. Petersburg Parking Lot, agreed with a setback for tall buildings and remarked on the potential of a walkover Gulf Boulevard through negotiating with developers.

F. APPROVAL OF MINUTES

F.1 Approval of the following Minutes: August 19, 2025, Workshop; September 2, 2025, Regular Meeting; December 6, 2024, Special Meeting; and December 17, 2024, Regular Meeting and Workshop.

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

G. CONSENT AGENDA

Vice Mayor Vasquez moved to approve the Consent Agenda, as provided, seconded by Commissioner Czyszczon. Mayor Doctor called for public comment.

Ms. Sarah Pennington, Isle of Palms, was concerned the City was overspending on software and subscriptions, specifically Item G.2, Consideration of Authorization for City Manager to Execute a Two-Year SeeClickFix Software. Responding to Mayor Doctor, Public Works Director Gary Volenec expounded on the program use and benefit.

Mr. Rick Matthews, Resident, favored SeeClickFix and asked about Item G.3, Approve City Manager spending authority in an amount not to exceed $600,000 for as-needed building services with M.T. Causley or Joe Payne Inc.

City Attorney Gavin Rollins explained the item was an extension of a current contract and after the extension, it would need to be re-procured. Mr. Matthews asked what happened if it exceeded that amount. Community Development Director Bobbie Shay Lee and Assistant Community Development Director Maryellen Edwards explained.

The motion carried five to zero.

G.1 Authorizing the City Manager to Execute a Three-Year Roadway Management Technologies (RMT) Software Contract for $60,000 ($20,000 per year).

G.2 Consideration of Authorization for City Manager to Execute a Two-Year SeeClickFix Software Contract for $34,562.26 ($17,281.13 per year)

G.3 Approve City Manager spending authority in an amount not to exceed $600,000 for as-needed building services with M.T. Causley or Joe Payne Inc.

G.4 Purchase and Upfitting of Two Police Vehicles

G.5 Forward Pinellas Local Agency Grants Program

H. ITEMS OF BUSINESS

H.1 First 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. (Previously Item H.1)

Attorney Rollins read the ordinance by title only.

Vice Mayor Vasquez moved to approve Ordinance 2025-17 and move it to the second and final reading, seconded by Commissioner Dickey.

Ms. Katherine Cole, Hill Ward Henderson, reviewed a presentation shown in background material and submitted the resume for Ms. Isabelle Albert, Halff, who continued the presentation. Vice Mayor Vasquez asked who Ms. Albert had worked with to increase height on RFM-30. Ms. Albert said she had the idea from Ms. Katherine Younkin, former Community Development Director, and concluded the presentation. Mayor Doctor called for public comment.

Ms. Kaytlyn Doukis, Public Administration Student, believed the ordinance was an opportunity to give the Commission more flexibility and support the community.

Mr. Charlie Justice, Tampa Bay Beaches Chamber of Commerce, supported the Thunderbird Hotel, made appreciative comments, and expounded on the reasoning for supporting the amendment.

Ms. Marie Barba, District 3, opposed the ordinance, noting it was unconstitutional due to Charter requirements and, highlighting height and density changes, said the growth was too much.

Ms. Sarah Pennington, District 2, asserted the Local Planning Agency (LPA) supported the item under false pretenses, noted the change would impact more establishments than the Thunderbird Hotel, and the density increases were extreme.

Mr. West Evans, Isle of Palms, reiterated the ordinance was not only for the Thunderbird Hotel; remarked there was a previous citizen vote confirming the sentiment of the community about increased height; and, noting the previous City Attorney had presented false information to the LPA, asserted the item should go back to the LPA.

Ms. Cole addressed public comment concerns, referenced the presentation for density and intensity and floor area ratio (FAR) allowances, and submitted items into the record. Ms. Donna Jollymore, Thunderbird Hotel Manager, affirmed the hotel was attempting to build a hotel that was a benefit for the community and rebutted citizen comments regarding height, FAR, LPA member votes; and reiterated they were wanted to work with the community.

Commissioner Czyszczon said he would vote no on the item based on the master plan discussion, wanted the item tabled until the request for proposal (RFP) was completed for a master plan. Commissioner Dickey was opposed to increased height in general but would support the ordinance at hand. Vice Mayor Vasquez agreed with removing the RFM-30 but supported the item. Commissioner Clark would vote for the item to ensure RFM-30 was removed and wanted to see if there could be an exit-tax applied if the Thunderbird Hotel sold. Commissioner Dickey thought it was a good idea. Attorney Rollins said he would have to look into the suggestion but believed it could be possible. Commissioner Clark wanted to make sure the hotel was built quickly if the item passed and wanted to know what things the hotel would do to assist the City as far as infrastructure. Mayor Doctor said it was something that would be supported in the developer agreement.

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

H.2 First reading of Ordinance 2025-30, Amending Chapter 18, Section 73, Saturday construction hours to begin no earlier than 9 a.m.

Vice Mayor Vasquez moved to approve Ordinance 2025-30 and schedule it for a second and final public hearing, seconded by Commissioner Czyszczon. (The motion was not voted on.) Mayor Doctor did not want to be less friendly to construction. City Manager Van Zant advised he believed 8 a.m. would be better. Commissioner Czyszczon relayed resident requirements and, answering Mayor Doctor, said he would prefer 9 a.m. Vice Mayor Vasquez favored 8 a.m.

Commissioner Dickey was in favor of 9 a.m. Commissioner Czyszczon confirmed there was an issue with enforcement. Attorney Rollins read the ordinance by title only and said an amendment on time would not be a significant change requiring another first reading.

Commissioner Czyszczon moved keep the time at 9 a.m. (The motion died for lack of a second.)

Vice Mayor Vasquez moved to approve, with the amendment to 8 a.m. starting time, Ordinance 2025-30, and schedule it for a second and final, seconded by Commissioner Clark, and carried five to zero.

H.3 First Reading of Ordinance 2025-31 Beach Renourishment Charter Amendment (now H.1.)

Attorney Rollins introduced Mr. John Bishop, Pinellas County, who explained why the Corps of Engineers and Pinellas County required perpetual easements and construction easements. Commissioner Dickey asked if the amendment was only for City property. Attorney Rollins explained the rationale for the proposed charter amendment and read the potential ballot language. Commissioner Clark asked if the amendment would solve the private property easements. Attorney Rollins advised it was a separate issue and was specific to City property.

Mr. Bishop confirmed the Corps would pay for 65 percent of the project. Attorney Rollins advised the ordinance would allow the language to go the ballot and then the Commission would vote to provide the easements.

Vice Mayor Vasquez moved to approve Ordinance 2025-31, Beach Renourishment Charter Amendment, and schedule it for a second and final reading, seconded by Commissioner Dickey, and carried five to zero.

H.4 First Reading of Ordinance 2025-28, to approve FY 2026 fee schedule

Vice Mayor Vasquez moved to adopt Ordinance 2025-28 adopting the Citywide 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 introduced the item and said the two separate changes were an increase of parking and stormwater rate increase passed along by the City of St. Petersburg.

Commissioner Dickey distributed a parking rate comparison, provided in background material; asserted the rate was already high enough and the budget was balanced without increased rates; and rather increase the parking rates if it was needed because the high fees may discourage visitors.

Responding to Commissioner Czyszczon, Chief Barkley confirmed Treasure Island was the only beach that allowed open containers. Commissioner Dickey said the Sunset Beach signs still said alcohol was not permitted beyond Caddy's and reiterated there was no need to increase parking. Mayor Doctor emphasized the parking fees would be needed to pay for loans the City would need. Commissioner Czyszczon said the fee could always be reduced if it was a problem. Commissioner Clark was indifferent on parking. Vice Mayor Vasquez agreed Treasure Island would remain a destination despite an increase in parking revenue.

Director Ortiz noted the increased fee would address the St. Petersburg wastewater treatment increase of 9.5 percent. Commissioner Dickey referred to an explanation from Director Ortiz and said the City could raise the rate 4.8 percent to cover the 9.5 percent increase from St. Petersburg. Director Ortiz confirmed those numbers and deferred to the Commission. Answering Commissioner Czyszczon, Director Ortiz advised the CPI increase. Commissioner Dickey asked about the recommended increase in the agenda item versus what was in the draft ordinance.

City Manager Van Zant said the increase was up to the Commission.

Commissioner Czyszczon asked what the cost per household would be. Director Ortiz did not know the number. Commissioner Dickey said he calculated his own home bill and relayed the proposed increase. Commissioner Clark asked how much the water bill was total. Vice Mayor Vasquez was curious about finding a medium to have extra for repairs and prepare for the future. Commissioner Dickey believed the current rates had extra amounts built in for repairs/replacement. Commissioner Clark confirmed the increase would apply to an enterprise fund. Attorney Rollins advised the money was limited to the designated enterprise fund. Mayor Doctor believed the infrastructure needed improvement, especially following Hurricane Helene. Director Ortiz confirmed there were budgeted repairs. Commissioner Dickey asked for the balance in the account, which Director Ortiz provided.

Commissioner Czyszczon said a water bill that reads estimated means the meter had not been read and wanted a 5 percent increase. Vice Mayor Vasquez asked how much increase would happen per percentage point. Commissioners Dickey and Clark and Vice Mayor Vasquez were fine with the 5 percent increase.

Vice Mayor Vasquez moved to amend the wastewater fee pass through to 5 percent, instead of the 4.8 percent, seconded by Commissioner Dickey. The motion carried five to zero.

Vice Mayor Vasquez moved to adopt Ordinance 2025-28, with the amendment of 5 percent wastewater fees, as Appendix A to Code Ordinances to be effective December 1, 2025, at the first public hearing and to schedule it for a second reading November 4, 2025, Regular Commission meeting, seconded by Commissioner Dickey, and carried five to zero.

H.5 Resolution 2025-22 Appointments to the Code Enforcement Board

Following introductory remarks, City Clerk Kennedy advised Eva Devries did not meet residency requirement. Attorney Rollins expounded on residency requirements. Vice Mayor Vasquez noted Mr. Derry Smith had requested her application be removed from consideration. City Clerk Kennedy noted Mr. Baynon would like to be moved from an alternate to a full member. Following discussion on potential vacancies, Commissioner Dickey believed Ms. Smith would not mind being included if there was an additional position. On advisement from City Attorney Rollins to address the issues one-by one, **Vice Mayor Vasquez moved to remove Eva Devries due to non-residency in the City of Treasure, seconded by Commissioner Czyszczon. The motion carried five to zero.**

Commissioner Clark suggested Ms. Smith be an alternate. Commissioner Dickey agreed and suggested Sherri Cohen also be an alternate, and the other two applicants as full members.

Vice Mayor Vasquez moved to adopt Resolution 2025-22, moving alternate member Jeff Baynon to an at-large position on the Code Board, also appointing Dana Ball and Jennifer Grey as a member, with alternates Derry Smith and Sherri Cohen, seconded by Commissioner Dickey, and carried five to zero.

H.6 Interlocal Agreement with Pinellas County for Cooperative Procurements of Post Storm Recovery Services

Vice Mayor Vasquez moved to approve the interlocal agreement between Pinellas County and the City of Treasure Island for cooperative procurement of post-storm recovery services, seconded by Commissioner Czyszczon, and carried five to zero.

H.7 Fiscal Year (FY) 2026–27 Coastal Partnership Initiative (CPI)

Vice Mayor Vasquez moved to allow staff to proceed in the application process for the FY 2026–27 Coastal Partnership Initiative with the understanding a $30,000 match was required when awarded, seconded by Commissioner Czyszczon.

Director Lee explained the item. Commissioner Dickey did not understand how the grant applied to downtown. Director Lee said it was because the area was in a high hazard area.

The motion carried five to zero.

H.8 Piggyback Contract with Ballard Partners for State Lobbying Services (now H.2.)

Director Lee introduced the item. **Vice Mayor Vasquez moved to approve the piggyback agreement with Ballard Partners for State Lobbying Services in the amount of $75,000 per year, seconded by Commissioner Czyszczon, and carried five to zero.**

Mr. Robert Bozzo, District 1, remarked there was no metric or deliverable on the contract. Attorney Rollins said legally metrics were not allowable. Mr. Bozzo disliked that type of contract, remembered a member of staff had legislative experience that justified their hiring. Director Lee noted it was not uncommon for a municipality to contract a firm that could provide more dedication to Tallahassee.

Commissioner Dickey requested to hear from Mr. Todd Josko, Ballard Partners, who expounded on his group's expertise and history. Commissioner Dickey questioned if the $4.5 million referenced in the agenda item was for the public safety facility. Vice Mayor Vasquez was pleased to contract with Ballard Partners.

I. COMMISSIONER REPORTS

Vice Mayor Vasquez reported on past/upcoming Commissioner chats and highlighted upcoming community events.

Referencing derelict properties in the community, Commissioner Clark asked about a draft ordinance to allow the City to mitigate overgrowth. Attorney Rollins would follow up on the proposed ordinance and said there would be Code Enforcement meeting and special magistrate

meeting in November to work on egregious issues. Commissioner Clark requested an update on the Terrain Modification Manual (TMM). City Manager Van Zant said the goal was to have TMM repealed by January and provided an update on increased permit approval rates. City Manager Van Zant would have an update on the TMM repeal at the next regular meeting.

Commissioner Czyszczon had no update.

Commissioner Dickey shared the following information from the Florida League of Cities Training for Elected Officials: Sunshine Laws did not apply to state lawmakers, best practices on reserve amounts, twenty-nine of thirty municipalities present limited public comment to three minutes and limited public comment time to 30 minutes, and remarked renourishment had started in the City.

J. ADJOURNMENT

The meeting was adjourned at 9:04 p.m.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

BOARD OF COMMISSIONERS REGULAR WORKSHOP
TUESDAY, OCTOBER 21, 2025 – 5:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MINUTES

Mayor Doctor called the meeting to order at 5:00 p.m.

Present

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

A. CITY MANAGER AND CITY ATTORNEY REPORT

Addressed in the October 21, 2025, Regular Meeting.

B. DISCUSSION

B.1 Authorize the City Manager to Purchase a New Street Sweeper for $400,950.00 using the Sheriffs Association Cooperative Purchasing Program.

Public Works Director Gary Volenec provided an overview of the item, as contained in background material. Mayor Doctor commented on the current street sweeper's poor performance and supported the purchase. Vice Mayor Vasquez echoed displeasure with the current street sweeper and wanted the sweeper to be cautious to not move the curb bridges. Director Volenec said the vehicle was built to avoid those. Commissioner Czyszczon asked how curb bridges would be avoided. Director Volenec expounded on the vehicle's capabilities. Commissioner Clark stated the item was not budgeted and sought confirmation how the purchase would be funded. Director Volenec relayed the sale of the garbage trucks could be used to pay for the truck.

Finance Director Victor Ortiz stated the budget amendment would be for the full cost of the truck, but the remaining solid waste funds would be moved to general or stormwater fund and the difference in cost would be $15,000.

Commissioner Dickey questioned the cost comparison. Director Volenec asserted the current program was unacceptable. Commissioner Dickey agreed and clarified the increased cost would be approximately $17,000 a year from the current program.

Ms. Diana Crabill, District 2, requested information be given to the public prior to the meeting, agreed the streetsweeper program needed improvement, opined the construction crews in the City were causing a lot of debris, suggested enforcement of the crews, suggested the residents sweep their own gutter, and enforcement of lawn waste be blown back into the yards, not the street.

Mayor Doctor confirmed there was consensus to move forward with the purchase. City Manager Charles Van Zant said the item would be put on the November 4, 2025, Regular Meeting and expounded on the item background. City Attorney Gavin Rollins said the procurement process would be a piggyback contract and a budget amendment would be brought in conjunction with the item.

B.2 Master Plan Discussion

City Manager Van Zant reviewed a presentation, as shown in background material. Mayor Doctor reflected on the unenacted previous City studies, commented on potential master planners, believed a Master Plan would be an opportunity to pull together all the previous studies with a aster planner to run the planning process with collaboration from the community vision, advocated for an economic plan to assist with the development, and touched on a transportation plan.

Commissioner Dickey wanted to hear public comment, agreed the City needed a Master Plan to handle the height and density issues, wished the timeline was quicker, agreed there was no expertise in-house but liked outsourcing the project, and hoped to speak on the cost at some point.

Commissioner Clark reiterated there were multiple studies that were not implemented, wanted development quickly, noted height and development was a controversial subject in the community, believed a master planner like the former Carmel, Indiana Mayor, James Brainard was a good compromise between lower height development, and believed Mr. Brainard would bring in top designers and architects, believed his assistance would also help local developers, and asserted the tax increment financing program would help pay for the development.

Vice Mayor Vasquez was not opposed to contracting a master planner through a request for proposals or qualifications, did not favor pausing the Thunderbird Hotel's Comprehensive Plan amendment or other development while the Master Plan was developed. Commissioner Czyszczon referred to a Community Planning Overview, as contained in background material, did not feel the Master Plan would be acted on and would be a waste of money. Mayor Doctor called for public comment.

Mr. Richard Harris, Planning and Zoning Board (PZ) and Local Planning Agency (LPA) Chair, commented on the upcoming Special Local Planning Agency and Commission Joint Meeting to discuss future changes to the Land Development Regulations (LDR), believed the Master Plan would be primarily focused on the downtown area, commented on planned development plans, and thought that would be beneficial for the City.

Mr. Chris Downing, PZ/LPA member, asserted the Master Plan would be beneficial, especially due to the destruction in the City, and felt the economic plan would be an added benefit of the plan, believed a pedestrian bridge from downtown to the boardwalk would be nice.

Ms. Sarah Pennington, Isle of Palms, wanted the Thunderbird Hotel comprehensive plan amendment to be put on hold until the Master Plan was completed because approval would impact the entire community.

Mr. West Evans, Isle of Palms, believed litigation would prevent the Thunderbird Hotel from building.

Ms. Tamara Wickes, 10365 Paradise Boulevard, complimented Economic Development Director Joan Goodrich's work on the item, stated the full amount was for the several parties involved, not just the Master Plan consultant, listed several benefits that would come from a Master Plan, and did not believe a consultant would be beneficial

Ms. Kim Snemis, Isle of Capri, spoke in favor of hiring James Brainard to be the master planner for the City.

Ms. Brandy Long, Gulf Boulevard, advocated for the Master Plan as a shared plan for the future of the City.

Mr. Robert Bozzo, District 1, appreciated the presentation, agreed with the Master Plan, and did not think the Thunderbird would be delayed.

Commissioner Czyszczon wanted an economic viability study, reflected on the cost of the consultant, and wanted an example of a Master Development Plan for a similar size, urban and type of community as the City. Answering City Manager Van Zant, Commissioner Czyszczon reiterated his request for an example of a Master Plan for a similar City, what was the expectation of the master plan, wanted clarity on the procurement process for the service, what properties would be the focus, and how could the City consider Thunderbird Hotel if there was consensus on the Master Plan, and asserted someone was selected before it came before the Commission and wanted Attorney Rollins to advise on procurement.

Attorney Rollins said the Commission could give consensus on requesting staff come back with a scope of work and parameters, said if the contract was only for a consultant there was a different process than whether the consultant brought in other professionals, and said if the item was more than $25,000 it required three quotes pursuant to the purchasing policy, but the Commission could request additional quotes.

Commissioner Czyszczon wanted a master plan to be conducted in-house with Director Volenec, Community Development Director Bobbie Shay Lee, and Director Goodrich.

City Manager Van Zant said he could have Director Goodrich develop a scope of work that would require three quotes to be submitted to the Commission for a decision and was prepared if the Commission gave direction to get quotes to bring back on the November 4, 2025, meeting.

Mayor Doctor proposed moving forward with Mr. Brainard and get the three quotes which would allow everything to move forward without an RFP or RFQ.

Commissioner Czyszczon asked the cost. Mayor Doctor said up to $50,000. Vice Mayor Vasquez said a consultant would be different than someone who would bring the additional trade professionals. Director Ortiz clarified if the item was over $25,000, the City required three quotes.

Attorney Rollins advised a phased approach would allow the Commission to hire a consultant without additional trade services, and then get advisement on bringing in additional professionals, and an RFQ was more focused on quality than price.

Vice Mayor Vasquez was not opposed to the Master Plan, said she had not spoken with Mr. Brainard, wanted to see other options for a consultant, and said the procurement had changed. Mayor Doctor disputed the procurement scope had changed. Vice Mayor Vaquez sought confirmation that the procurement scope had changed and there was a submitted contract from Mr. Brainard. City Manager Van Zant did confirm he had seen a contract, but was seeking permission to get the three quotes.

Commissioner Dickey reiterated the City Manager's suggestion to bring back three quotes to the next meeting, said he was leaning toward Mr. Brainard, but believed the Commission could move forward with reviewing three quotes at the next meeting.

Attorney Rollins noted Mr. Brainard could not bring in consultants without going through the appropriate procurement policy. Commissioner Clark agreed with the Mayor's approach, believed Mr. Brainard would bring a master planner and economic expertise to the City, and said tax increment financing would assist with financing public works projects.

Following remarks, City Manager Van Zant said he would send out a scope of work that week and would bring back an item to the November 4, 2025, Regular meeting, with three quotes, not exceeding $50,000, for the Commission to decide.

C. PUBLIC COMMENT

Mayor Doctor called for public comment with no response.

D. ADJOURNMENT

The meeting was adjourned at 6:23 p.m.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

BOARD OF COMMISSIONERS SPECIAL MEETING
MONDAY, OCTOBER 27, 2025 – 4:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MINUTES

A. PLEDGE OF ALLEGIANCE

Mayor Doctor called the meeting to order at 4:01 p.m. and led in the pledge of allegiance.

B. ROUND TABLE INTRODUCTIONS

The following members of the City Commission were present:

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

The following members of the Local Planning Agency (LPA) were present:

Richard Harris, Chair
Ross Sanchez, Vice Chair
Valarie Acree
Daniel Billingsley
Chris Downing
Gary Potenziano
Marvin Shavlan

The following guest attendees were present:

Vince Nowicki, Pinellas County Commissioner
Chis Scherer, Pinellas County Commissioner
Anne Marie Brooks, Madeira Beach Mayor and Forward Pinellas Member

C. PROJECT UNDERSTANDING

City Attorney Gavin Rollins reviewed a presentation on Senate Bill (SB) 180, as contained in background material.

C.1 Kimley-Horn Presentation

Mr. Kelley Klepper, Kimley-Horn, gave a presentation as shown in background material. Mr. Sanchez asked about collaboration in the workshop. Mr. Harris believed there were areas in town that would benefit from a planned development (PD) designation. Mr. Klepper said that was something that could be discussed. Mr. Harris stressed the central business district, 107th and 108th, the Gator's, and the Yacht Club needed to be addressed.

Mr. Klepper continued the presentation. Mr. Sanchez asked how the City had gotten density variations between the City and the County plan. Mr. Klepper noted it was not uncommon for codes to be updated piecemeal and not all impacted codes updated accordingly. Mr. Sanchez wanted clarity that Phase 2 would address those inconsistencies. Commissioner Dickey confirmed that consistency meant the City could not exceed County requirements, but did not have to meet maximum allowances. Answering Commissioner Dickey's inquiry, a Forward Pinellas member confirmed the City could be more restrictive, but not exceed County plans.

Mr. Sanchez reiterated the City's land development regulations (LDRs) were not in compliance with the Comprehensive (Comp) Plan. Mr. Shavlan asked if the LDRs could be less restrictive but not more restrictive than the Comp Plan. Following comments, Mr. Klepper advised specifics belonged in the LDR, while the Comp Plan was reserved for broader visioning, and resumed the presentation.

Mr. Downing suggested SB 180 played a role in the Phase I clean up. Mr. Klepper said that was why some of the codes had not been brought to the LPA/Commission for review because the changes could be considered more burdensome and continued the presentation.

D. TIMELINE AND PUBLIC OUTREACH

Highlighting the portion of the presentation of the project schedule, Mr. Klepper advised if the City did move toward a master plan, the City should run Phase II of the LDR updates concurrently, and opened discussion for the member priorities.

Mr. Shavlan asked what alternatives were available to Community Redevelopment Agencies (CRA) and if the County was open to CRAs. Commissioner Scherer reflected that CRAs tend to be dormant, so a viable CRA application should show good incentive and be short-term. Mr. Klepper confirmed CRAs did tend to stagnate.

Vice Mayor Vasquez relayed information from the County that the City did not meet requirements to receive a CRA and it was very unlikely the City would receive one. Mr. Shavlan asked for clarity. Vice Mayor Vasquez expounded on the ineffective CRA that had been given to Tarpon Springs. Mr. Shavlan stressed it would be up to the City to incentivize developers. Vice Mayor Vasquez said she was told the property values of the barrier

islands would prohibit a CRA and said the City's problem was the difficulties with construction and return on investment.

Mr. Klepper reiterated the need for a discussion. Vice Mayor asked Mayor Brooks' opinion on planned development. Mayor Brooks asserted PDs were controversial but were beneficial because the City could work with the developers to negotiate a plan that benefited the City and the developer. Commissioner Dickey questioned whether a planned development was about height. Mayor Brooks commented that it was important to not focus on height, but the entirety of the building because a short, fat building could be more restrictive to the view of the beach than a tall building.

Vice Mayor Vasquez relayed another cities' positive experience in utilizing development plans.

Commissioner Clark agreed that the City should get a benefit from development, wondered about CRA possibilities that would benefit the City. Mayor Brooks said Madeira Beach's Community Development Department worked with developers on the negotiations and gave examples of beneficial outcomes of negotiations. Mr. Sanchez wanted to know what the developers wanted as an incentive. Referring to the central business district, Mr. Harris reflected on a 2009 redevelopment plan and suggested asking the developer what they wanted from a planned development, rather than emphasizing what the City wanted. Mr. Klepper emphasized it was important to hear from the City before reaching out to the developers. Mr. Sanchez said he was concerned that Economic Development be included in the redevelopment.

Mayor Doctor asserted the Thunderbird Hotel's request was not understood, the hotel's footprint would allow for a view of the Gulf, and the hotel would work with the City about parking. Commissioner Czyszczon agreed with Commissioner Clark that give-and-take was important and asked Mayor Brooks for a Master Plan. Mayor Brooks contracted with Kimley-Horn in 2024 for a master plan and said it was a positive experience that included community and staff involvement. Commissioner Czyszczon wanted to know if it would be a conflict of interest for Kimley-Horn to conduct the master plan. Attorney Rollins said it was not. Commissioner Czyszczon requested Kimley-Horn submit a proposal. City Manager Charlie Van Zant confirmed he would ensure Kimley-Horn was aware of the call for proposals.

Vice Mayor Vasquez said the Thunderbird Hotel situation was like a PD because there was negotiation involved and argued the City should treat developers as partners, not as enemies. Mr. Sanchez emphasized the rezoning was not limited to the Thunderbird Hotel, height could create opportunity for more greenspace, and wondered if the downtown area was usually higher or more dense than other area of the City. Mr. Klepper stated downtown areas were the heart of the community and should be the economic and social hub of the community. Answering Commissioner Czyszczon, Gary Volenec noted as a consultant, the PD was typically successful and mutually beneficial to the City and Developers.

Commissioner Dickey agreed downtown should be developed but it was a small area, noted residents did not believe that 5-over-1 development would not work, believed PDs

were beneficial but did not like giving anyone authority to exceed the code allowances in exchange for another public benefit.

Mr. Sanchez asserted 5-over-1 did not work, noted the County considered Treasure Island an activity center, said the current code basically required buildings be built on the road, and development in the City would benefit 108th Avenue. Mr. Klepper clarified a PD did not authorize developers to exceed the city code. Mr. Downing said the LDR updates would consider increased height.

Mr. Harris opined the PD would kickstart development in the City but did not mean excessive growth would follow. Mr. Downing believed all the concerns would be addressed with a master plan.

Commissioner Nowicki said Tarpon Springs had been approved for a new CRA because it had been considered an area of blight.

Answering Mayor Doctor, Mr. Klepper highlighted tentative project schedule. Mayor Doctor commented the City should work quickly.

E. PUBLIC COMMENT

Mr. Andrew Vasey, District 2, did not believe Brian Scott spoke for the entirety of the County Commission, asserted a CRA would be possible under the headline of redevelopment, the CRA discussion had not been considered, said return on investment was not backed up with actual data, and believed the Commission was rushing the decision.

Mr. West Evans, Isle of Palms, believed the Commission should not be voting on the plan amendment prior to negotiating.

Ms. Christa Adymy, resident, said the City needed a CRA and believed there was data to support the funding. Ms. Tamarra Nickes, resident, said a master planner would be beneficial for economic development and bringing in experts.

Mr. Mitchell Shenkman, Isle of Palms, reflected there was a 2014 Planned Development agreement for downtown, expressed displeasure at the state of the City, and asserted it was time to move forward.

Mr. Shawn Byrnes, resident, commented on people selling land once redeveloped and limitations of financing.

Mr. Marcus Winters, Isle of Capri, believed the City should adopt a PD process, reflected on an ongoing Madeira Beach project, asserted developers wanted to build something the Community would like, opined 5-over-1 was not feasible for development, argued parking restrictions were too restrictive, and wanted the Commission to consider that businesses cannot rebuild back to its original footprint.

Mr. Bills Carnes, former resident, asserted PDs were beneficial, reflected on a plan in Madeira Beach that benefited the City and the developers, and asserted thoughtful development was important and a PD was better than a master plan, stated financing was easier when it was easy to build.

Mr. Eric Norrie, Isle of Capri, believed a PD would be more beneficial than a master plan because he was ready to develop and did not need a separate entity telling the City what to create.

Mr. Phil Rooney, Developer, explained the cost involved in development,

F. ADJOURNMENT

The meeting adjourned at 6:00 p.m.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

AGENDA ITEM NO. E.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: December 2, 2025

SUBMITTED BY: Lisa-Marie Kennedy, Administration

ITEM TYPE: Contracts

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Authorize City Manager to Execute Contract for MCCI LaserFiche Cloud Upgrade

BACKGROUND:

The City acquired Laserfiche Avante in 2006 as its primary electronic document management system. The Avante system is currently hosted on an on-premises server, which has become outdated and increasingly difficult to maintain. During recent hurricanes, staff temporarily lost access to Laserfiche due to local power outages and infrastructure interruptions, preventing access to critical documents when they were most needed.

Upgrading to Laserfiche Cloud would address these challenges by moving the system to a secure, reliable, and remotely accessible environment. The cloud platform offers greater scalability, improved performance, and enhanced disaster resiliency, while also supporting modern workflow automation and records-management capabilities.

POLICY/PURPOSE: To authorize the software upgrade, training, and technical support from MCCI in the amount of $18,050.30.

STRATEGIC PLAN RELEVANCE: .

ANALYSIS/DISCUSSION: Upgrading to Laserfiche Cloud will provide both operational and financial advantages to the organization. The current Laserfiche Avante system costs approximately $12,000 per year, whereas Laserfiche Cloud is offered at approximately

$8,200 per year, representing an estimated annual savings of $3,800.

Laserfiche has also announced that the current Cloud subscription pricing for the 100-user license package will be discontinued at the end of December 2025. Agencies that transition before the deadline will be grandfathered into this lower rate. If the upgrade is postponed, the annual cost for Laserfiche Cloud is approximately $17,000 per year, resulting in a significant long-term cost impact. The upgrade will increase user licenses from 25 to 100 user licenses and upgrade to 100 TB of storage. The cloud platform also provides enhanced system capabilities, including improved workflows, updated features and modern record management tools which are not available with our current system.

We also looked into competitors and received a quote from OnBase for $60,302 per year for 100 user licenses.

FUNDING:

The total cost for the Laserfiche Cloud upgrade is $18,050.30. Funding for this project is already included in the FY26 budget. Laserfiche licensing was budgeted at $15,000, and the training component associated with the upgrade totals $3,050.30, which is within the $4,000 budget allocated for training.

Funding will be expended from the following accounts:

- 001-5191-45320: $15,000
- 001-5191-34000: $3,050.30

MOTION:

I move to approve/deny the City Manager to execute the contract for MCCI LaserFiche Cloud for the amount of $18,050.30.

ATTACHMENTS:
Addendum 1 to MSA 20777 - City of Treasure Island - 38755 (FINAL).pdf
MSA 20777 - City of Treasure Island (BMO Review) (02840523-2) MCCi Clean 9.17.25 (Final11.12.25).pdf

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 20777

LASERFICHE PLATFORM CHANGE ORDER

Pursuant to Master Services Agreement No. 20777 ("**Agreement**"):

This Laserfiche Platform Change Order, designated as Addendum No. 1 (this "Addendum" or "Order"), is entered into as of November 14, 2025, ("**Addendum Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quotes or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Addendum, are void and of no effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC

Signed: E-SIGNED by Victor D'Aurio on 2025-11-14 14:57:43 GMT

Name: Victor D'Aurio

Title: COO

Date: November 14, 2025

CITY OF TREASURE ISLAND ("Client")

Signed: _____

Name: _____

Title: _____

Date: _____

PRICING: LASERFICHE

3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill to: Lisa-Marie Kennedy
lkennedy@mytreasureisland.org
Ship to: Chris Pagan
cpagan@mytreasureisland.org
cc AP Contact: finance@mytreasureisland.org; ckidwell@mytreasureisland.org
Cloud Admin: Lisa-Marie Kennedy
lkennedy@mytreasureisland.org

Client Name: City of Treasure Island
Client Address: 10451 Gulf Blvd, Treasure Island, FL 33706
Quote Number: 38755
Quote Type: Platform Change

Quote Date: November 11, 2025

Product Description:	*Qty.*	*Unit Cost*	*OMNIA – NCPA 01-162*	*Annual Total*
LASERFICHE CLOUD ANNUAL SUBSCRIPTION - BASIC				
☑ LF Cloud Municipality Site License (<10k Population)	1	$3,415.00	$3,312.55	$3,312.55
☑ Laserfiche Cloud Records Management Subscription	1	Included*	Included*	Included*
☑ Laserfiche Cloud Quick Fields Complete with Agent Subscription (10-Pack)	1	Included*	Included*	Included*
☑ Laserfiche Cloud Direct Share, Up to 200MB	1	Included*	Included*	Included*
☑ Laserfiche Cloud Advanced Audit Trail Subscription	1	Included*	Included*	Included*
☑ Laserfiche Cloud Unlimited Public Portal	1	Included*	Included*	Included*
☑ Laserfiche Cloud Forms Portal Subscription (Unlimited Submissions Per Month)	1	Included*	Included*	Included*
☑ Laserfiche Cloud ScanConnect Subscription	10	$105.00	$101.85	$1,018.50
☑ Smart Fields (Up to 50,000 Extractions Per Year)	1	Included*	Included*	Included*
☑ Laserfiche Cloud SDK Subscription	1	Included*	Included*	Included*
Laserfiche Annual Recurring Subscription Subtotal				***$4,331.05***
MCCi SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION				
☑ MCCi Process Administration Support Services for Laserfiche (MPASS) *Client needs are estimated based on the current components provided herein: up to 15 hours that will expire at the end of your renewal term.*	1	$2,835.00	$2,835.00	$2,835.00
☑ MCCi's Learning Management System (LMS) for Laserfiche Site License, Population Less than 10,000	1	$450.00	$450.00	$450.00
☑ MCCi SLA for Laserfiche Site License, Population Less than 10,000	1	$600.00	$540.00	$540.00
MCCi Supplemental Support Services Annual Recurring Subscription Subtotal				***$3,825.00***
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION				***$8,156.05***

Service Description:	*Qty.*	*Unit Cost*	*OMNIA – NCPA 01-162*	*Total*
MCCi SERVICE PACKAGES				
☑ Self-Hosted Data Migration to Laserfiche Cloud *Client must upgrade to newest version of Laserfiche to utilize the Laserfiche Data Migration Tool.*	1	$2,925.00	$2,778.75	$2,778.75
☑ Laserfiche Repository Administrator Training - Half Day (Remote)	1	$1,250.00	$1,187.50	$1,187.50
☑ Laserfiche User Training - Full Day (Remote)	1	$2,415.00	$2,294.25	$2,294.25
☑ Implementation Management	1	$3,825.00	$3,633.75	$3,633.75
Service Packages Subtotal				***$9,894.25***

GRAND TOTAL - ONE-TIME SERVICES	***$9,894.25***

EXISTING LASERFICHE SOFTWARE SUPPORT CREDIT		
☑ Laserfiche Avante Starter Public Portal	-1	
☑ Laserfiche Avante Server for SQL Express with Workflow	-1	
☑ Laserfiche Avante Named Full User with Snapshot and Email	-25	
☑ Laserfiche Avante Web Client	-25	
☑ Laserfiche Avante Standard Audit Trail	-25	
☑ Laserfiche Avante ScanConnect 5 Pack (Legacy)	-2	
☑ Laserfiche Software Support Credit Proration	1	
☑ ***Existing Laserfiche Software Support Credit Total***		***N/A***

EXISTING MCCI SUPPORT/SUBSCRIPTION CREDIT		
☑ MCCi's Learning Management System (LMS) for Laserfiche On-Premise (25-49 Users)	-1	
☑ OCR Scheduler for Laserfiche	-1	
☑ Managed Support Services	-1	
☑ MCCi Supplemental Support/Subscription Services Credit Proration	1	
Existing MCCi Supplemental Support/Subscription Credit Total		***N/A***

GRAND TOTAL - ESTIMATED EXISTING SUPPORT CREDIT	***N/A***

TOTAL LASERFICHE PROJECT COST	***$18,050.30***

**Products shown as "Included" will be implemented and configured ONLY if the applicable MCCi Service Package(s) is included in this order, or product(s) can be implemented and configured at a later date with the purchase of the applicable service package(s).*

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal. Recurring Services portion of this Order and/or applicable Addendum will renew upon payment of annual renewal invoice.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

REMOTE SERVICES

All services will be performed remotely unless noted otherwise. All Services pricing assumes the Client will grant MCCi **secure unattended access.**

[remainder of page intentionally left blank]

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	Within 30 days of receipt of Order

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	▪ **Initial Sale:** Upon delivery of software or activation of the subscription ▪ **Annual Renewal:** 75 days in advance of expiration date
Professional Services: Statement of Work	Defined in Statement of Work

SUPPLEMENTAL SUPPORT PACKAGES

As Client's first-tier solution provider, MCCi provides multiple options for technical support. Client's annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi's Managed Support Services (MMSS) or Process Administration Support Services (MPASS & MPASS2) packages are strongly encouraged to be included with every renewal. Supplemental Support Packages are annual subscriptions and pricing is based on the package purchased and an advanced discounted block of hours, which expire on the same date as Client's annual renewal. MMSS pricing for the advanced block of hours is based on MCCi's Support Technician II hourly rate discounted by 10%. MPASS and MPASS2 pricing for the advanced block of hours is based on MCCi's Application Support Analyst hourly rate discounted by 10%.

LASERFICHE

	MCCi's Managed Support Services	MCCi's Process Administration Support Services	
Description	**MMSS**	**MPASS**	**MPASS2**
Easy access to MCCi's team of Certified Technicians for application break/fix support issues (i.e., error codes, bug fixes, etc.)⁺	■	■	■
Remote access support through web conferencing service⁺	■	■	■
Access to product update version and hotfixes (Client Download)⁺	■	■	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums⁺	■	■	■
Additional Remote Basic Training	■	■	■
Additional System Settings Consultation	■	■	■
Assistance with Implementation of Version Updates	■	■	■
Annual Review (upon Client's request) of Administration Settings	■	■	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■	■	■
Configuration and maintenance of *basic* business processes and MCCi packaged solution utilizing Laserfiche Forms and Workflow	■	■	■
Configuration of Laserfiche Quick Fields sessions	■	■	■
Basic Records Management Module Overview Training	■	■	■
Administration Configuration Services	■	■	■
Dedicated Certified Professional		■	■
Proactive recurring consultation calls upon the Client's request		■	■
Annual Review of business process configurations			■
Institutional Knowledge of Client's Solution			■
Maintenance of MCCi/Client configured *complex* business processes			■
Ability to schedule after-hours upgrades Monday-Friday 8 am to 10 pm ET and Saturday-Sunday from 12 pm to 4 pm ET			■
Basic JavaScript, CSS, and Calculations for Laserfiche Forms*			■

⁺ Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

***** Excludes the development of new integrations, large-scale development projects, and SQL queries. Excludes maintenance of custom-built integrations, or any item not purchased from MCCi.

**** Hours:** MCCi allows clients to use their hours for a multitude of services, if a request will not start a service that cannot be completed with the hours available. None of the packages listed above are intended to be utilized to configure a new *complex* business process. In those instances, a separate SOW is required.

CLIENT RESPONSIBILITIES (All Packages)

- For self-hosted (applications hosted by Client) solutions: Configuring/maintaining backups and any general network, security, or operating system settings outside of Client's solution.
- Managing application-level security.
- Managing and creating retention policies related to Records Management Module.
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary.
- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- Creating/providing process diagrams (and any other necessary paperwork/examples).

SUPPLEMENTAL SUPPORT PACKAGE DEFINITIONS

ADDITIONAL REMOTE TRAINING

Additional web-based training is conducted to train new users or as refresher training for existing users.

ADDITIONAL SYSTEM SETTINGS CONSULTATION

MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.

REMOTE IMPLEMENTATION OF VERSION UPDATES

While Client's renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of MMSS, MCCi is at Client's service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on the complexity and the Client's specific configurations, major software upgrades may or may not be covered and should be discussed with Client's Account Management Team.

ANNUAL SYSTEM REVIEW & ANALYSIS

MCCi will access Client's system to review how Client's organization uses Client's solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

LASERFICHE CERTIFICATIONS

Priority offering of complimentary Laserfiche certifications, based on availability.

LASERFICHE CONFERENCE REGISTRATION

Priority offering of complimentary Laserfiche Empower registration, based on availability.

CONFIGURATION AND MAINTENANCE OF BASIC BUSINESS PROCESS

Utilizing Laserfiche Forms and Workflow, MCCi will assist with the configuration and maintenance of *basic* business processes. A basic business process requires minimal configuration and virtually no institutional knowledge of the Client's business process, allowing an MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process. Examples include Filing Workflows, simple Forms, or approval/notification workflows that have few routing steps, no integration, and little to no database lookups.

MAINTENANCE OF MCCi PACKAGED SOLUTION: MCCi will assist with maintenance with a solution MCCi has created for a market that has a specific business process automation use.

CONFIGURATION OF LASERFICHE QUICK FIELDS SESSIONS

Using Client's current Quick Fields modules, MCCi will configure Quick Fields sessions, excluding custom scripting, custom calculations, etc.

BASIC RECORDS MANAGEMENT MODULE OVERVIEW TRAINING

MCCi will provide refresher overview training of the records management module. Initial training cannot be performed under this support level.

ADMINISTRATION CONFIGURATION SERVICES
MCCi will assist with administration configuration services, including setting up users, metadata, security, etc.

DEDICATED LASERFICHE CERTIFIED PROFESSIONAL
While on MCCi's **MMSS** level, Client will have access to MCCi's team of Certified Support Professionals; with **MPASS** and **MPASS2,** Client will have a representative dedicated to Client's organization.

SCHEDULED RECURRING CONSULTATION CALLS
Upon Client's request, Client's **MPASS** representative will schedule recurring calls with Client to discuss Client's current and upcoming projects. This helps us stay on the same page with Client and ensure tasks and project milestones are being completed.

ANNUAL REVIEW OF BUSINESS PROCESS CONFIGURATIONS
MCCi will review Client's business processes to see how Client's organization uses the solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

INSTITUTIONAL KNOWLEDGE OF CLIENT SOLUTION
Turnover within Client's organization can happen, and it is important to have a plan. Who will help Client's new solution administrator get up to speed on Client's processes and solutions in place? Leave that to us. MCCi documents Client's specific organization's usage and implemented business processes, integrations, etc., and can assist with the knowledge transfer to the new solution administrator if needed.

MAINTENANCE OF MCCI/CLIENT CONFIGURED COMPLEX BUSINESS PROCESSES
The assigned representative can maintain MCCi- or Client-configured *complex* business processes. A *complex* business solution is a large business process with an extensive configuration that is mission-critical to the organization. For example, minor tweaks, updates due to upgrades, process improvements, etc. can be requested.
For creation of new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with Client's Account Executive or Account Manager.

ABILITY TO SCHEDULE AFTER-HOURS UPGRADES
Avoid MCCi's after-hours premium charge for upgrades. MPASS2 clients can schedule these anytime Monday-Friday from 8 am to 10 pm ET and Saturday and Sunday from 12 pm to 4 pm ET.

BASIC JAVASCRIPT, CSS AND CALCULATIONS FOR LASERFICHE FORMS
Excludes complex scripting.

BASIC LASERFICHE WEBLINK/PUBLIC PORTAL CUSTOMIZATION
MCCi will help customize Client's WebLink/Public Portal to meet Client's needs.

MCCI'S LEARNING MANAGEMENT SYSTEM (LMS) FOR LASERFICHE*

MCCi LMS is a powerful resource to enhance your operations by viewing Laserfiche trainings and easily create custom videos tailored to your specific use cases. With MCCi LMS you'll be able to:

- Learn how to use the Laserfiche solution with ever-increasing content of training videos
- Develop training materials specific to your agency's workflows
- Streamline onboarding of new employees
- Improve knowledge sharing across your team

**The LMS subscription gate is based on Laserfiche user counts*

SERVICE LEVEL AGREEMENT (SLA)*

MCCi's SLAs are offered as additional options to Client's annual support/subscription. An SLA offers clients escalated response times depending on the severity of the support issue, as well as other additional benefits. The SLA documentation and pricing is readily available upon request. MCCi currently has two separate SLAs available:

- Infrastructure Hosting
- Application Support
  - Client Self-Hosted
  - Cloud Applications

* *Full SLA document is available upon request*

[remainder of page left intentionally blank]

GENERAL ASSUMPTIONS

To determine which platform/licenses are applicable, please refer to the Pricing section. The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the Scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a Change Order.

- MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client is responsible for ensuring that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the services performed.
- Any additional software-licensing needs related to this service/process configuration have not been considered or included as part of service packages. Client is responsible for ensuring required software licensing is available.
- If the Services require MCCi to access client data, item, and/or use any third party software products provided or used, Client represents and warrants that it shall have all rights and licenses, including, without limitation those of third parties, necessary or appropriate for MCCi to access or use such data and/ or third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a Change Order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Through the course of this project, MCCi may choose to utilize a third-party service for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in program.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the services as reasonably necessary; and (iii) be available to assist MCCi with any other activities or tasks required to complete the services.
- **All Services pricing assumes the Client will grant MCCi secure unattended access** to the required infrastructure for the project. Secure unattended access requires the following:
  - Either a VPN connection with proper credentials or installation of on-demand remote access software utilized by MCCi.
  - Connections that can be made by an assigned MCCi Project Team without intervention from the Client from the hours of 8:00 AM ET to 8:00 PM ET.
  - A Windows Domain account assigned exclusively to the assigned MCCi Project Team, with passwords provided, that has administrative access to all infrastructure being serviced for purposes of the project.
  - A Windows Domain account, and complete access to that account including the password, for the service account to be used with any installed software products.
  - **Failure to provide this access will result in a Change Order increasing the cost to Client and timeline of the project.**
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new

project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.

- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- All services will be performed Monday – Friday, 8 am to 8 pm EST.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through MCCi's LMS for Laserfiche.
- Client will acquire, install, and set up TLS certificates that meet application requirements.
- Purchase of Managed Cloud services may cover some of these assumptions/deliverables.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, client will reimburse MCCi accordingly, and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (ii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

GENERAL TESTING DEFINITIONS

- **Alpha Testing –** Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client
- **Basic Deployment Testing –** Defined as testing to ensure that the crucial functions of the system are operating properly and that the deployment is stable
- **Beta Testing –** Defined as the testing performed to verify functionality and fulfillment of user requirements
- **User Acceptance Testing –** Defined as testing performed by the Client's users to verify and accept the implemented functionality or deployment

GENERAL EXCLUSIONS

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining backups, backup plans or recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

SELF-HOSTED DATA MIGRATION TO LASERFICHE CLOUD

MCCi's Self-Hosted Data Migration to Laserfiche Cloud Package is designed to migrate an existing self-hosted Laserfiche system to a new Laserfiche Cloud environment.

CLIENT DELIVERABLES

- Provide a Windows account that has administrative rights to each server (can create, write, and read the various Laserfiche databases, and has administrative rights to the Laserfiche applications)
- Purchase a Laserfiche Cloud license that includes the features and data needed to migrate the self-hosted system

MCCi DELIVERABLES

- Migrate a single (1) repository from the Client's environment to the Laserfiche Cloud system
- Assist Client with switching one (1) installation of a self-hosted application (Windows Client, Quick Fields, Import Agent, etc.) to work with Laserfiche Cloud
- Perform basic software deployment testing
- Upgrade one existing installation of Laserfiche Server to the latest version of Laserfiche.
- Create up to three (3) Laserfiche User Groups.
- Set entry access security for up to two folder levels with no more than ten (10) folders in each level, for up to three (3) user groups.

EXCLUSIONS

MCCi is not responsible for the following:

- Upgrading Laserfiche applications except for the Laserfiche Server
- Upgrading SQL Server
- Migration of Laserfiche workflows, Laserfiche Forms Business Processes, or multiple repositories
- Migration or installation of Quick Fields Sessions
- Switching Windows users or groups to Repository users or groups

ASSUMPTIONS

- If Client has SQL 2016 or newer, additional professional services time may be needed to complete the migration.
- Laserfiche server is running Windows Server 2012 R2 or higher.
- Data is being migrated to a new Laserfiche Cloud system.
- During the migration of the self-hosted system to Laserfiche Cloud, both systems will be unavailable.
- Data is being migrated to a new Laserfiche Cloud system.
- The current Client infrastructure meets the requirements needed to install and run the Laserfiche Cloud Migration tool.

LASERFICHE REPOSITORY ADMINISTRATOR TRAINING – HALF DAY

MCCi's Administrator Training is available as a single half-day session. The goal is for your organization to have a trained repository administrator. The single half-day session focuses on ongoing management of the repository with a focus on user management, troubleshooting user permissions, monitoring and auditing user activity, and managing metadata. The complete list of training topics is listed below.

- User Management & Security
- Monitoring User Activity
- Licensing
- Metadata Management
- Repository Architecture Overview
- Cloud Navigation
- General Repository Settings
- Folder Security
- Recycle Bin Settings

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Have access point for each attendee (laptop, desktop application, etc.)
- Provide the requisite IT system access
- Verify trainees can login to Laserfiche prior to scheduled training

MCCi DELIVERABLES

- Provide one (1) training session for three (3) hours

- Provide Repository Administration training according to the level of package purchased
- Provide training for up to six (6) users per session

ASSUMPTIONS

- Attendees have either attended a Laserfiche User Training or have requisite prior user experience
- A single half-day onsite training will be accompanied by other training packages

EXCLUSIONS

- MCCi is not responsible for customizing training materials for the client.

LASERFICHE USER TRAINING – FULL DAY

MCCi's User Training is a great introduction to the Laserfiche repository, which is accessed through an application called the Laserfiche Client or the Laserfiche Cloud site. Attendees will become familiar with how to import new content, how to search and retrieve existing content, and how to export. Your organization can choose whether training is conducted on the web-based or on the Windows Desktop Client. Your organization can work closely with the product trainer to identify user functions. The trainer can emphasize certain topics listed below.

- Import Options & Scanning
- Search & Retrieval
- User Options
- Metadata Usage & Reports
- User Navigation
- Export Options
- Repository Organization
- Document Modification
- OCR & Generating Text

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Have access point for each attendee (laptop, desktop application, etc.)
- Provide the requisite IT system access
- Verify trainees can login to Laserfiche prior to scheduled training

MCCi DELIVERABLES

- Provide two (2) training sessions for three (3) hours each
- Provide Laserfiche User training according to the level of package purchased
- Provide training for up to six (6) users per session

ASSUMPTION

- Onsite training will be scheduled in full-day sessions where applicable. Scheduling exceptions can be discussed with your trainer.

EXCLUSIONS

- MCCi is not responsible for customizing training materials for the client.

IMPLEMENTATION MANAGEMENT PACKAGE

MCCi will manage the work, communication, and documentation MCCi deems necessary for successful project delivery.

MCCi DELIVERABLES

- Manage Client communication
- Produce project documentation
- Oversee risk/issue management
- Oversee meeting scheduling
- Ensure deliverables are met
- Budgeting and Resource Management

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each party's limited liability, or there exists no master agreement, except for breach of any intellectual property right, or end user terms of use, and/or license agreement, liability is limited to the amount of dollars received by MCCi directly associated with this Order in the twelve (12) months prior to the date of the Claim. If the applicable agreement provides for a limitation of liability, then such limitation applies to the greatest extent allowed.

MCCi also does not warrant any third-party products procured on behalf of Client. If there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer and MCCi has no liability associated therewith.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain a non-exclusive, royalty-free, world-wide, license to use the product(s) as such product(s) is integrated into the solution purchased from MCCi and for the term of the applicable subscription(s) by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche
- GovBuilt software

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without MCCi's help. MCCi is not responsible for any damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

FEES

Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse Company for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by Company in connection with the Services ("Order Expenses"). If relevant, and provided to Company, Company will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding Company's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse Company for the full amount of expenses invoiced.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If Company is reselling a license and/or subscription of a third-party product to Client, then Company will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to Company within 15 days of the date of the notice of such increase. Upon receipt of such notice, Company will cancel Client's license and/or subscription to the third-party licensed product.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends this Addendum, pursuant to the Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing as applicable.

WARRANTY

Company warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the applicable subject matter, in a professional, competent, and workman-like manner.

Company's delivery of a Deliverable to Client shall constitute a representation by Company that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in this Addendum. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications, set forth in the hereunder, Client shall have five (5) business days after Company's submission to give written notice to Company specifying the deficiencies in reasonable detail. Company shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, Company shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

COMPANY DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT COMPANY SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN THIS ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR COMPANY, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALLY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND COMPANY'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN THE MASTER SERVICES AGREEMENT. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING COMPANY WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH COMPANY IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING COMPANY TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN COMPANY. COMPANY ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND COMPANY HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS ORDER OR THE AGREEMENT, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be Company's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by Company), Client shall pay Company for all costs incurred for all evaluation, correction or other services performed by Company relating to such claim on a time and materials basis at Company's then-standard rates.

[remainder of page intentionally left blank]

LASERFICHE CLOUD ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

REQUIREMENTS

Laserfiche Cloud is not recommended for clients with less than 10 mb/s download and upload speed. Client is responsible for ensuring they meet these requirements.

LASERFICHE CLOUD AGREEMENT

As part of Client's account activation process, Laserfiche requires acceptance of the Laserfiche Cloud Agreement, which is made available by Laserfiche during the activation process, or can be supplied by MCCi upon request.

- By accepting this Order, Client acknowledges Laserfiche's Cloud Agreement and agrees to abide by its terms and absolve MCCi of any Laserfiche Cloud product-related liability.

LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are bundled Laserfiche Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. Laserfiche Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Continued access to Client's Laserfiche solution

POLICIES

- Laserfiche Cloud subscriptions are annual, prepaid and non-refundable.
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf. This is not contingent upon a completed implementation.
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e. prorating for less than 4 months may not be permittable due to the timing of renewal invoicing.)

LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
  - Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
  - Access to Client's Laserfiche Cloud solution will be deactivated after 30 days (or based on Laserfiche's then current policy).
- Cloud products cancelled 30+ days before the renewal date will not be charged a cancellation fee.

- Cloud products cancelled 1 – 30 days before or on the renewal date will be charged a 10% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 1 – 30 days after the renewal date will be charged a 50% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 30+ days after the renewal date are nonrefundable.
- Subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

Cloud Renewal Cancellation Timeframe	Cancellation Fee
30+ days before the renewal date	No Fee
1-30 days before or on the renewal date	10% Cancellation Fee
1-30 days after the renewal date	50% Cancellation Fee
30+ days after the renewal date	Non-Refundable

OVERAGE FEES FOR DATA STORAGE/BANDWIDTH

If additional data storage or bandwidth is needed mid-term, additional charges will apply. MCCi recommends reviewing this annually and pre-purchasing any additional storage/bandwidth based on anticipated needs.

DATA RESTORATION SERVICES

Laserfiche Cloud backups are solely intended for recovering the multitenant SaaS platform from a systemwide outage event. Clients are responsible for their own data backups for incremental/snapshot purposes, if desired. On an exception basis and subject to written approval from Laserfiche, Client may receive assistance to restore data which it may have lost as a result of its own actions. Additional fees may apply.

LASERFICHE SOLUTION PROVIDER OF RECORD

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to process subscription renewals and initiate additional purchases on Client's behalf. Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.

[remainder of page intentionally left blank]

MASTER SERVICES AGREEMENT NO. 20777

This Master Services Agreement No. 20777 (this "**Agreement**") is effective on date of last signature ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**Company**") and Client (defined herein). Company and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

As used in this Agreement, "Company" means the Company Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

Company and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by Company (and as modified in writing by the Parties, each an "**Order**"). Company will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by Company to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the appliable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or Company, nor will such Change Order be the basis for any claim for additional compensation by Company, until Client and Company have agreed in writing to the same.

Each Company Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party and the applicable Affiliate will invoice client for the same. In no event will a Company Affiliate be liable for any of the obligations or liabilities of any other Company Affiliate pursuant to this Agreement.

2. Fees

Client shall pay to Company the fees and other compensation and or reimbursement set forth in each Order. The Client acknowledges that it may incur expenses as associated with non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after Company has made the applicable arrangements; or (ii) If Client is not prepared upon Company's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

3. Invoicing and Payment

Unless otherwise stated in an Order, Company will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

All invoices shall be submitted in accordance with the Local Government Prompt Payment Act, sections 218.70 through 218.80, Florida Statutes. All payments shall be due on the date established by the Local Government 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 Local Government Prompt Payment Act is received by the Client. 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 Client does not pay sales tax and will provide sales tax exemption information at the written request of Company, where necessary. Failure to pay invoices by the due date, unless Company has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing per the applicable Order.

To the extent that Client is not exempt and/or has not communicated its tax status to Company, Client further agrees to pay amounts equal to any federal, state or local, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to Company under this Agreement or any other Agreement between the Parties, exclusive of taxes based on Company's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages (**"Recurring Services"**) will automatically renew unless Client has

(a) terminated the Agreement and/or applicable Order, per Section 4;
(b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
(c) not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees);

Once payment has been received, no refunds for Recurring Services are available.

4. Term, Termination, and Cancellation

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

(a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
(b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
(c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event"),** unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
(d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist Company Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist Company with any other activities or tasks required to complete the Services in accordance with the Order.

6. Company Personnel

Neither Company nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. Company shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, Company shall be responsible for all acts or omissions of its Personnel.

Company may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with Company employees "**Personnel**"). Company remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any Company Personnel is not suitable, Company shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular Company Personnel member has been identified as a key resource to the relevant Order, Company at its sole discretion may reassign, if and as necessary, other appropriately qualified Company Personnel to the relevant Order as long as such assignment will not affect Company's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. Except for government entities, In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Confidential Information

The Parties acknowledge that in the course of Company providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by Company to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"**Confidential Information**" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. The Parties recognize that the Client is a governmental entity which is subject to the public records and open meetings laws of the State of Florida and nothing contained herein shall be construed as authorizing or agreeing to any action which would violate such laws. All information claimed to be Confidential Information shall be clearly, distinctly, and separately marked and identified in writing as such. Regardless of whether such information is marked or identified as such and notwithstanding any provision contained in this Agreement, no information claimed to be confidential shall include any information that: (i) was already in the public domain or is otherwise already disclosed; (ii) was already known to the recipient, without restriction, at the time of disclosure; (iii) was independently developed by the recipient without any use of such information; (iv) was properly obtained by the recipient from a third party lawfully in possession of such information and without breach of such third party's obligations of confidentiality; or (v) must be disclosed pursuant to court order or under operation of law, including but not limited to the public records or public meetings laws of the State of Florida because such information: (a) does not meet the definition of trade secret as prescribed by section 815.045, Florida Statutes, as may be amended from time to time, or (b) is not otherwise exempt from the public records and open meetings laws of the State of Florida pursuant to a specific statutory exemption. The determination of the applicability of statutory exemptions to a particular record will be made by the Client, in its sole and absolute discretion.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by Company under any Order, to the extent that the same are custom and unique in application to Client, (whether or not such Order is completed) ("**Works**"), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. Company shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing Company shall not use or disclose any Client Confidential Information or Deliverables custom and unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Company agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, Company shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) Company software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Company and/or Client; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which Company had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to Company.

Should Company, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), Company shall retain any and all rights in such Pre-existing Work. Company hereby grants Client a paid up, royalty free, world-wide, non-exclusive license to use outputs generated by the Company software and Pre-existing Work for its internal business needs for the term of each applicable Order.

Client understands and agrees that Company may perform similar services for third Parties using the same Personnel that Company may use for rendering Services for Client hereunder, subject to Company's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that Company, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "**Personal Information**" (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then Company shall safeguard this information in accordance with these laws. Company may disclose Personal Information and other Client provided information for business purposes only on a need-to-know basis and only to (i) Company Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information and other Client provided information in a like manner as Company safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. Company may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. Company shall have no duty to notify Client of such compliance with law. Company takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that Company experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, Company shall notify Client in writing within five (5) business days of confirming the same.

11. Warranty

(a) General Representation and Warranty.

Client represents and warrants that it shall have all rights and licenses, including, without limitation those related to data, software and the like, of third parties, necessary or appropriate for Company to access or use such data and/or third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of Company.

(b) Services Warranty.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10, THE APPLICABLE EXHIBITS AND/OR ORDERS, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS A WAIVER OF THE PARTIES' IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING.

(c) General Warranty.

Company shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that Company agrees that Client may be a publicly traded company and Company shall instruct Company Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) Company also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

a. Indemnification.

To the extent caused by Company, Company shall indemnify, defend, and hold Client harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("Claims") for bodily injury or tangible property damage arising out of Company's performance within the scope of its responsibilities under this Agreement or by a third-party alleging that the use of any Deliverable (expressly excluding third party software and/or cloud host provider) as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights perfected in the United States. Notwithstanding the foregoing, Company shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than Company, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by Company. If Client is enjoined from using the Deliverable or Company reasonably believes that Client will be enjoined, Company shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then this Agreement may be terminated at either Party's option, and Company's sole liability shall be subject to the limitation of liability provided in this Section.

b. Indemnification Procedure.

Client shall give Company (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless it unconditionally releases Client of all liability and does not otherwise negatively impact Client's rights, including, without limitation, those in its intellectual property); and (iii) at Company's cost, all reasonable assistance.

c. Limitation of Liability.

Except for a breach of intellectual property rights, a third party's end user and/or terms of use agreement, and to the extent caused by the applicable Party:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT OBLIGATIONS; (ii) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST TWELVE (12) MONTHS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL AGREEMENTS BETWEEN THE PARTIES, REGARDLESS OF WHETHER EXECUTED PRIOR TO OR SUBSEQUENT TO THIS AGREEMENT. EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, Company shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and $1,000,000 employers' liability
- Comprehensive General Liability: $2,000,000 per occurrence and $4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: $1,000,000 per occurrence and $3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: $3,000,000 in the aggregate

Company, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. Company represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

If to Company
MCCi, LLC
3717 Apalachee Parkway
Suite 201
Tallahassee, FL 32311
Attn: Legal Department
Email: legal@mccinnovations.com

If to Client:
City of Treasure Island
10451 Gulf Boulevard
Treasure Island, FL 33706
Attn: Ralf Brookes, City Attorney, Vose Law Firm
Email : ralfbrookes@gmail.com

15. Miscellaneous

(a) Third-Party EULA (End User License Agreement) Provisions.

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements (**"EULA"**), if supplied by Company and agreed to by Client, for any products procured on behalf of Client by Company and Company shall not be responsible for such products except related services provided directly by Company

(b) Use of Open-Source Code.

Except as disclosed in the Order, Company does not distribute nor otherwise use any open-source or similar software in a manner that would obligate Company to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "**Open Source**" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or

equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without Company's help. Company is not responsible for any damages caused by Client's customization of the software. Company will not be held responsible for correcting any problems that may occur from these customizations.

(d) Company Software Configuration Services.

Client may elect to contract with Company to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to Company for any damages that could be related to these software configurations.

(e) Compliance with Laws.

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.

To the extent required by law and applicable to Client, Company agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Scrutinized Companies.

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

(i) E-Verify

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

(j) Foreign Countries of Concern.

Pursuant to section 286.101, Florida Statutes, Company shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Company'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. Company represents that within one (1) year before proposing any contract to the Client, Company provided a copy of such disclosure to the Florida Department of Financial Services. Company must complete Florida Department of Management Services Form PUR 1355, Foreign Country of Concern Attestation, incorporated by reference into rule 60A-1.020, F.A.C.

(k) No Agreement Funds for Identification Documents.

Company agrees that Company does not and will not, nor will it allow a subcontractor to, use any funds from the Client 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.

(l) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "**Force Majeure**" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(m) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit Company's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, Company will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be Company Confidential Information.

Client shall bear all costs associated with audits.

(n) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(o) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(p) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(q) Dispute Resolution.

Should a dispute arise between Company and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single mediatiorfor resolution the Parties will bear their own costs and will share equally in the costs and fees assessed by the mediator for its services. If not resolution is reached by mediation, then the Parties may bring action in civil court .

(r) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(s) Publicity.

Company may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

(t) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(u) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document

format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(v) Governing Law.

This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

(w) Survival.

Sections 2 (Fees), 3 (Invoicing and Payment), 6 (Company Personnel), 7 (Non-solicitation), 8 (Confidential Information), 9 (Intellectual Property), 10 (Data Privacy), 11 (Warranty), 12 (Indemnification and Limitation of Liability), 14 (Notices), 15 (Miscellaneous), and all other terms that by their context are intended to survive, whether in or under this Agreement, shall survive termination or expiration of this Agreement.

(x) Bench Trial.

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(y) No Class Actions.

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(z) Limitation Period.

Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

(aa) Public Records.

Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Company on behalf of the Client, Company shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the Client to perform the work contemplated by this Agreement; (b) upon request from the Client's custodian of public records, provide the Client 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 Company does not transfer the records to the Client in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the Client, in its sole and absolute discretion, requests that all Public Records in possession of Company be transferred to the Client, Company shall transfer, at no cost, to the Client, all Public Records in possession of Company within thirty (30) days of such request or (ii) if no such request is made by the Client, Company shall keep and maintain the Public Records required by the Client to perform the work contemplated by this Agreement. If Company transfers all Public Records to the Client pursuant to (d)(i) above, Company 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 Client and provide the Client with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Company keeps and maintains Public Records pursuant to (d)(ii) above, Company shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology of the Client. If Company does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the Client 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 Company is acting on behalf of the Client.

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

Telephone number: 727-547-4575

E-mail address: cityclerk@mytreasureisland.org

Mailing address: Attn: City Clerk, 10451 Gulf Blvd, Treasure Island, FL 33706

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC

Signed: E-SIGNED by Victor D'Aurio on 2025-11-14 14:57:24 GMT

Name: Victor D'Aurio

Title: COO

Date: November 14, 2025

CITY OF TREASURE ISLAND ("Client")

Signed: _____

Name: _____

Title: _____

Date: _____

Attest:

_____
City Clerk

10451 GULF BOULEVARD
TREASURE ISLAND, FL 33706

AGENDA ITEM NO. E.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: December 2, 2025

SUBMITTED BY: Jeffrey Agrall, Public Works

ITEM TYPE: Contracts

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Authorization of Purchase Order for Sidewalk Restoration for the Gulf Boulevard Undergrounding Project

BACKGROUND:

In February 2023, the Commission approved the City's utility undergrounding project along Gulf Boulevard from 100th Avenue to 104th Avenue. This project involved relocating overhead utilities underground to improve reliability and aesthetics in the corridor.

To date, the work by Duke Energy and Frontier has been completed, with Spectrum's portion expected to be finished shortly. During the course of the undergrounding work, portions of the sidewalks within the project area were disrupted or damaged.

The final phase of the project includes restoration of these sidewalks to ensure safety, accessibility, and compliance with current standards. C&T Contracting, an approved vendor on the City's handyman contractor list, has provided a proposal to perform this restoration work in the amount of **$75,319**. Authorization of this Purchase Order will allow the City to complete the final restoration phase and return the corridor to its intended condition.

POLICY/PURPOSE: To request Commission authorization to execute a Purchase Order with C&T Contracting, an approved handyman contractor, for the restoration of sidewalks impacted by the Gulf Boulevard utility undergrounding project, in the amount of $75,319.

STRATEGIC PLAN RELEVANCE:

Goal 1: Rebuild, strengthen and harden our infrastructure. Modernize public infrastructure for resiliency, economic development and sustainability utilizing a community-focused vision.

ANALYSIS/DISCUSSION:

This scope includes the repair and replacement of sidewalks impacted during the undergrounding work. C&T Contracting, which is already an approved vendor on the City's handyman contractor list, has provided a proposal for the necessary restoration. Utilizing a contractor already vetted and under contract with the City will allow the work to proceed efficiently and within established procurement guidelines.

Authorization of this Purchase Order will enable the City to complete the final restoration efforts and return the corridor to its intended condition.

FUNDING:

This work will be funded under account 450-5380-63403.

MOTION:

I move to authorize the City Manager to execute a Purchase Order with C&T Contracting, an approved handyman contractor, in the amount of $75,319 for sidewalk restoration within the Gulf Boulevard utility undergrounding project area.

ATTACHMENTS:

C&T Propsal-TI Sidewalk Repair 11.7.25.pdf

C & T

CONTRACTING SERVICES

Tampa, FL

P R O P O S A L

Attn: Estimating **November 7, 2025**

Project: Treasure Island Sidewalk Repairs
Location: Treasure Island, Florida

We are pleased to submit our proposal for the above referenced project, as follows. This proposal includes the management and cost to perform the following scope of work.

-There are no engineered plans, all work will be completed to restore sidewalks to existing conditions or conditions described in the proposal below.
-No consideration was included within the proposal if there are new codes that may contradict what was built previously.
- The proposed sidewalk repairs start from the intersections at 104th Ave. and Gulf Blvd. and end at the blind pass bridge. See highlighted picture below.
- The proposed sidewalks will be poured with a standard 3000psi commercial fiber reinforced concrete mix.
-The work quoted is based on the total estimated linear feet of sidewalk repair needed. If additional sidewalk repairs are needed, beyond the quantity quoted below, C&T Contracting will notify Treasure Island of the additional cost in advance of proceeding with an additional work.

The proposal includes multiple mobilizations.

#1 684 FT of Sidewalk Repair (West) - Demo, prep subgrade, form, pour & finish concrete sidewalks	$59,508.00
#2 97 FT of Sidewalk (East) - Demo, prep subgrade, form, pour & finish concrete sidewalks	$8,439.00
#3 76 FT of Sidewalk w/ Puddle - Demo, prep subgrade, form, pour & finish concrete sidewalks	$7,372.00
Total: 857 LF of Sidewalk	**$75,319.00**

11023 Countryway Blvd. Tampa, Fl. 33626
Ph: 813-616-3210

C & T

CONTRACTING SERVICES

Tampa, FL

This proposal is for the supplying of all material, labor, equipment and supervision for the completion of the works as per outlined below:

General Items:

1. Materials (Included) – Wood, fiber reinforced concrete, etc... for completion of this scope.
2. Equipment - Forklifts, form work, etc... for completion of this scope.
3. Work to have a one year warrantee period.

Payment Terms:

1. Monthly Billing

Exclusions:

1. Curbs
2. Asphalt work
3. Engineered drawings
4. Building corners and elevation survey.
5. Builders Risk Insurance – If work is to be completed within hurricane season, sections will be considered complete and will be opened for beneficial use to the public. The city will take ownership of these sections and only the sections being rehabilitated will be covered by builder's risk insurance.
6. Warrantee will not cover damage from future storms, vandalism, or any other damage. Warrantee only covers workmanship.
7. Plans and permits.
8. Bonds.
9. Anchor bolts, straps, weld plates, angle iron, steel lintels, bollards, etc.
10. Site grade and pad elevations to be coordinated prior to cut/fill activities.
11. Site shall be stabilized for access of concrete and pump trucks around building.
12. Electricians/plumbers shall back fill and compact trenches to original grade.
13. Water and electricity shall be furnished by G.C.
14. Dewatering / wellpointing/Socking by others. This includes surface water managment. All work to be performed in the dry.

11023 Countryway Blvd. Tampa, Fl. 33626
Ph: 813-616-3210

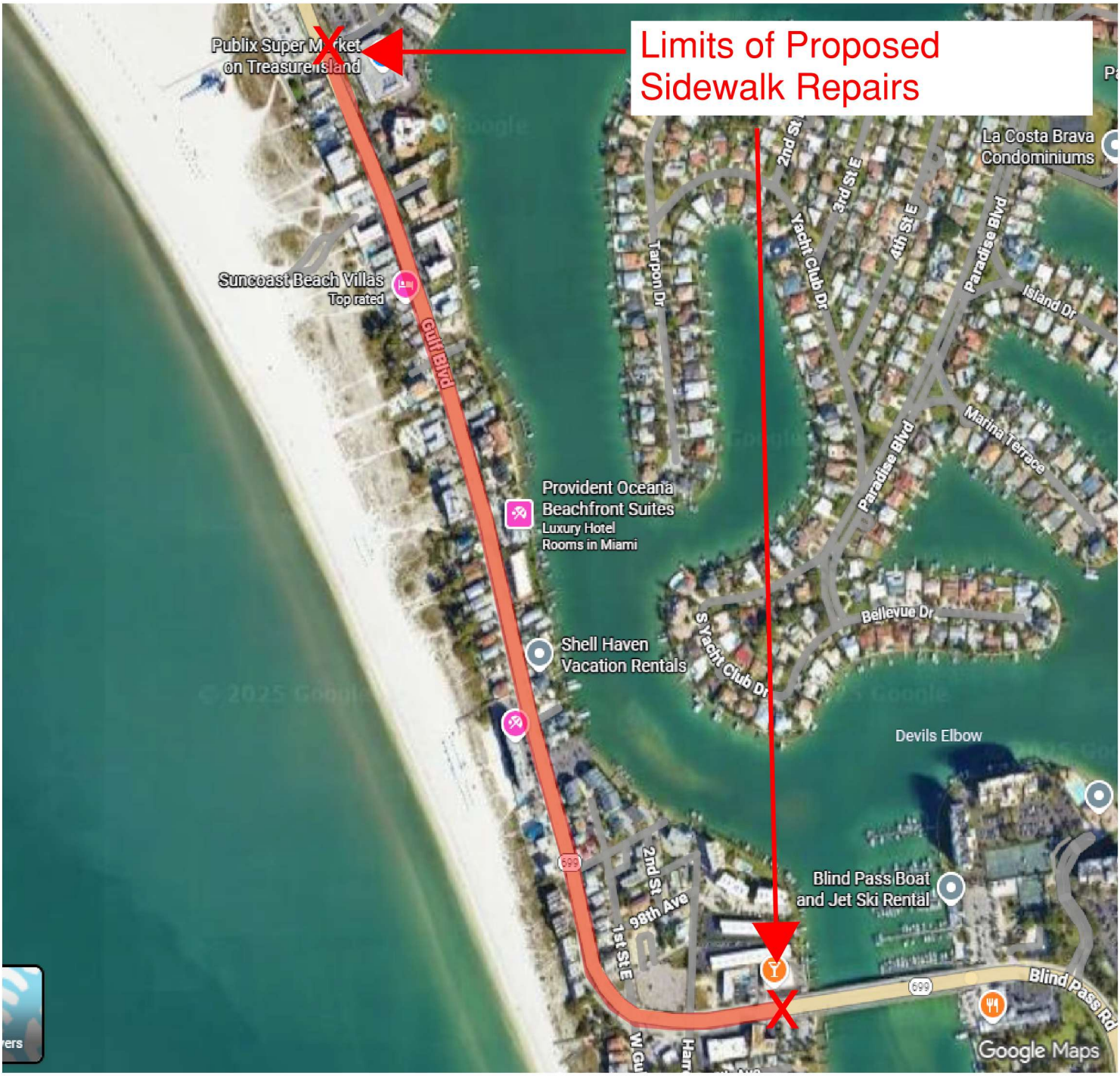
15. Testing- materials, floor flatness, etc…
16. Relocation or removal of excess excavated materials.
17. Demolition of any kind. Except as noted in the proposal above.
18. Soil poison/Termite Treatment
19. Corrosion Inhibitors
20. Waterproofing Admixtures
21. Pipe Forms or Sleeves - supplied and located by others.
22. Thrust Block
23. Duct Banks
24. Specialty Concrete Coatings.
25. Pipe Encasements
26. Foundation Prep - digging or placement of #57 stone by others.
27. Pipe Saddles
28. Grating, railings, or ladders.
29. Foundation and Slab Prep
30. Shoring and Dewatering of structures
31. Pipe Piers or Encasements.
32. Stairs or Railings.
33. Grating
34. Grouting

We look forward to being of service.

Sincerely,



Chris Telson
Operations Manager
CTcontractingservicesllc@gmail.com
Cell: 813-616-3210


Limits of Proposed Sidewalk Repairs
Publix Super Market on Treasure Island
Suncoast Beach Villas
Top rated
Gulf Blvd
Provident Oceana Beachfront Suites
Luxury Hotel Rooms in Miami
Shell Haven Vacation Rentals
La Costa Brava Condominiums
2nd St
3rd St E
4th St E
Yacht Club Dr
Tarpon Dr
Paradise Blvd
Island Dr
Marina Terrace
Bellevue Dr
S Yacht Club Dr
Devils Elbow
Blind Pass Boat and Jet Ski Rental
2nd St
98th Ave
1st St E
699
Blind Pass Rd
Google Maps

AGENDA ITEM NO. E.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: December 2, 2025

SUBMITTED BY: Gary Volenec, Public Works

ITEM TYPE: Resolutions

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Authorize the City Manager to execute the Construction Work Order for the Treasure Bay Clubhouse Repairs

BACKGROUND: The City of Treasure Island Parks and Recreation Department maintains the Treasure Bay property for the enjoyment of residents and visitors alike. The proposed repair project for Treasure Bay Clubhouse which was damaged during the 2024 hurricane season will provide enhanced, safe use of the clubhouse which serves the patrons of the tennis courts as well as other improvements being constructed at Treasure Bay, including the Living Shoreline sidewalk/board walk, and the new kayak/paddleboard dock facility.

POLICY/PURPOSE:

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

STRATEGIC PLAN RELEVANCE: The Financial and Economic Development Section of the City's Strategic Plan includes Goal 2 Maximize the Utilization of the City's Resources, Objectives - Continue toward the replacement of City Facilities.

ANALYSIS/DISCUSSION:

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

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

FUNDING:

Funding is available from the General Fund through the proposed Budget Amendment to account 01 5721 46900. The total for the interior repairs project is $95,681.20. Staff is also evaluating the replacement of all or a portion of the windows and doors and have included a proposal to cover their full replacement for $167,750. The total for the project will not exceed $263,431.20 if all the door and replacement proposals is incorporated.

MOTION:

I move that the City Commission authorize the City Manager to execute the Construction Work Order for the Treasure Bay Clubhouse Repairs.

ATTACHMENTS:

Treasure Bay Estimate1026 Interior Repairs.pdf
Treasure Bay Estimate 1037 Windows-Doors Replacement.pdf
11.18.2025 Contract w. Somerfield Construction Services.pdf

ESTIMATE

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

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

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

Estimate details
Estimate no.: 1026
Estimate date: 09/24/2025

Job Name: Treasure Bay Interior Repairs

#	Product/service	Description	Qty	Rate	Amount
1.	**Division 01**	Management, supervision, and Labor to required to finish the renovation of the Treasure Bay Club house. Project manager - 8 hrs. - $960 Superintendent - 60 hrs. - $6,000 Laborer - 10 hrs. - $600	1	$7,560.00	$7,560.00
2.	**Division 06**	Install new drywall on all walls that have been removed. We will install concrete board on the bottom four feet. All walls will be level 4 finish	1	$27,250.00	$27,250.00
3.	**Division 09**	Grind off the existing epoxy and install a new epoxy floor with paint specs for traction. Install Vinyl base around the building. (Color to match what was existing.)	1	$26,560.00	$26,560.00
4.	**Division 09**	New Paint on all interior walls. Prime and paint (color to be selected by owner)	1	$9,200.00	$9,200.00
5.	**Division 09**	Remove the existing ceiling tile (Leave the grid) and install new ceiling tiles (Match existing style) (Not insulation included within the price)	1	$6,160.00	$6,160.00
6.	**Division 10**	Supply & installation of Composite partitions of in the men's and women's restrooms (Owner to pick color).	1	$4,120.00	$4,120.00

7.	**Division 15**	Plumbers will provide new hand sinks, faucets, new urinals, and reinstall the existing tanked toilets. We will provide new seals and connection lines for the water.	1	$8,331.20	$8,331.20
8.	**Division 16**	Replace the electrical switches, receptacles and covers	1	$6,500.00	$6,500.00

Total **$95,681.20**

Note to customer

Permit fees to be paid by owner

Accepted date **Accepted by**

ESTIMATE

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

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

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

Estimate details
Estimate no.: 1037
Estimate date: 10/27/2025

Job Name: T Bay Storefront Replacement

#	Product/service	Description	Qty	Rate	Amount
1.	**Division 02**	Demolition of all storefront windows and doors. Additionally all stucco that is damaged 4' and below will be removed.	1	$22,830.00	$22,830.00
2.	**Division 08**	Replacement of all storefront windows and doors throughout the Treasure Bay Clubhouse.	1	$121,000.00	$121,000.00
3.	**Division 09**	New stucco is to be installed on all locations 4' and below where the stucco was damaged.	1	$14,720.00	$14,720.00
4.	**Division 09**	Exterior Painting of the building.	1	$9,200.00	$9,200.00

Total **$167,750.00**

Accepted date

Accepted by

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.~~ Vose Law Firm
~~1601 E. 1st Ave.~~ 10451 Gulf Blvd
Mount Dora, FL 32757 Treasure Island, FL 33706

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:

Signature

ERIKA KLATYIK
Printed Name

Signature

Austin Somerfield
Printed Name

As To
CITY OF TREASURE ISLAND

ATTEST | City Clerk:

Signature

CITY OF TREASURE ISLAND * FLORIDA
SEAL
INCORPORATED 1955

City Manager:

Signature

AGENDA ITEM NO. E.4

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: December 2, 2025

SUBMITTED BY: Gary Volenec, Public Works

ITEM TYPE: Resolutions

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Authorize the City Manager to execute the Construction Work Order for the Repair of the Sunset Beach Pavilion

BACKGROUND: The City of Treasure Island Parks and Recreation Department maintains the Sunset Beach Pavilion for the enjoyment of residents and visitors alike. The proposed repair project for the Pavilion, which was damaged during the 2024 hurricane season will provide enhanced, safe use of the facility.

POLICY/PURPOSE:

The City of Treasure Island is dedicated to being a good fiscal and environmental steward of the community while providing high quality public services to meet the needs of our residents, business owners, and visitors. The proposed project provides for the structure repair of the Sunset Beach Pavilion which was damaged during the 2024 hurricane season.

STRATEGIC PLAN RELEVANCE:

The Financial and Economic Development Section of the City's Strategic Plan includes Goal 2 Maximize the Utilization of the City's Resources, Objectives - Continue toward the replacement of City Facilities.

ANALYSIS/DISCUSSION:

Following discussion with Parks and Recreation Department, it was determined to utilize the Public Works Department to provide for the necessary repairs to the Sunset Beach Pavilion.

Staff have inspected the condition of the Pavilion structure and identified the necessary improvements that are required to return the structure to safe use by the community. It was determined that the most cost-effective way to proceed was to utilize a continuing services contractor to perform the necessary repairs. Multiple quotations were received for this work and evaluated to determine the best way to proceed with having the structure repairs completed. Due to their responsive cost proposal, as well as the good work that they are performing for the City on the Dune Walkover project, it was determined by staff to recommend the use of C&T Contracting on this important beachside project.

FUNDING:

Funding will be available from the General Fund through a proposed Budget Amendment by the Finance Department. The total for the project is $222,000. Monies were received from the insurance claim to cover the majority of the repairs.

MOTION:

I move that the City Commission authorize the City Manager to execute the Construction Work Order for the Repair of the Sunset Beach Pavilion.

ATTACHMENTS:

CT Propsal - Sunset Beach Pavilion Repairs - 11.26.25.pdf
C&T CONTRACTING SERVICES LLC Small Project General Contractor.pdf
CT Contracting Services Amendment.pdf

C & T

CONTRACTING SERVICES

Tampa, FL

P R O P O S A L

Attn: Estimating **November 26, 2025**

Project: Treasure Island Sunset Beach Pavilion Repairs
Location: Treasure Island, Florida

We are pleased to submit our proposal for the above referenced project, as follows. This proposal includes the management and cost to perform the following scope of work.

-There are no engineered plans, all work will be completed to restore the pavilion to existing conditions, per the Pavilion's record drawings, or conditions described in the proposal below.
-No consideration was included within the proposal if there are new codes that may contradict what was built previously.
- Without analysis and approval by a licensed engineer, C&T Contracting cannot verify or guarantee the structural integrity of the pavilion in its current condition or under any proposed repairs. No allowance or consideration for structural engineering evaluation, design, or certification has been included in this proposal.
- City of Treasure Island will be responsible for obtaining the building permit, and all permitting costs, C&T will be responsible for posting permit card at job site, calling in all required inspections including final inspection, and assisting in closing out the permit.
-Work associated with a limited number of manhours and material that has an allowance established will be tracked with time and material. If it is found that the work will take longer than or exceed the material allowance, C&T Contracting will notify Treasure Island in advance of proceeding with additional work. An additional 20% fee will be assessed for additional materials and labor exceeding the allowances below.

The proposal includes all required mobilizations.

11023 Countryway Blvd. Tampa, Fl. 33626
Ph: 813-616-3210

Demolition Remove all IPE hardwood decking, clean screws and cull for re installation Remove damaged deck framing and rusted hardware Remove damaged floors Remove damaged rails Remove sand under handicap ramps and redistribute evenly about the property Remove ceiling covering and siding in store, storage, restrooms Remove restroom fixtures, appliances, flood damaged items not in use Remove debris	
Frame Repair fascia damage Repair existing railing at front ramp Reframe and install new galvanized hurricane hardware for Deck Build new rails at Deck Build deck and stairs to beach New underlayment at floors in bathrooms, storage, store New Siding at interior of rooms ie BRs, STR, store New ceilings (mold resistant drywall) Misc siding repair at tower Misc framing scabs and repairs in south side of building Clean and reinstall aluminum louvers Material allowance $ 20,000 (turn in receipts with invoices)	
Other Pressure wash and paint exterior siding, railings, interior new work with 2 coats Sherwin Williams Super Paint Excavated excess sand and spread or remove around building Provide elevation drawings with notes for construction	

All MEPs are excluded in this proposal. MEP proposals to be provided at a later date.	
Total:	**$222,000.00**

This proposal is for the supplying of all material, labor, equipment and supervision for the completion of the works as per outlined below:

General Items:

1. Materials (Included) – Wood, hardware, supports, etc... for completion of this scope.
2. Equipment - Forklifts, form work, shoring, etc... for completion of this scope.
3. Work to have a one year warrantee period.

Payment Terms:

1. Monthly Billing

Exclusions:

1. Building corners and elevation survey.
2. Builders Risk Insurance – If work is to be completed within hurricane season, sections will be considered complete and will be opened for beneficial use to the public. The city will take ownership of these sections and only the sections being rehabilitated will be covered by builder's risk insurance.
3. Warrantee will not cover damage from future storms, vandalism, or any other damage. Warrantee only covers workmanship.
4. Plans and permits.
5. Bonds.
6. Anchor bolts, straps, weld plates, angle iron, steel lintels, bollards, etc.
7. Site grade and pad elevations to be coordinated prior to cut/fill activities.
8. Site shall be stabilized for access of concrete and pump trucks around building.
9. Electricians/plumbers shall back fill and compact trenches to original grade.
10. Water and electricity shall be furnished by G.C.
11. Dewatering / wellpointing/Socking by others. This includes surface water managment. All work to be performed in the dry.

12. Testing- materials, floor flatness, etc…
13. Relocation or removal of excess excavated materials.
14. Demolition of any kind. Except as noted in the proposal above.
15. Soil poison/Termite Treatment
16. Corrosion Inhibitors
17. Waterproofing Admixtures
18. Pipe Forms or Sleeves - supplied and located by others.
19. Thrust Block
20. Duct Banks
21. Specialty Concrete Coatings.
22. Pipe Encasements
23. Foundation Prep - digging or placement of #57 stone by others.
24. Pipe Saddles
25. Grating, railings, or ladders.
26. Foundation and Slab Prep
27. Shoring and Dewatering of structures
28. Pipe Piers or Encasements.
29. Stairs or Railings.
30. Grating
31. Grouting

We look forward to being of service.

Sincerely,

Chris Telson
Operations Manager
CTcontractingservicesllc@gmail.com
Cell: 813-616-3210

CONTRACT AND GENERAL CONDITIONS FOR CONSTRUCTION SERVICES

Solicitation #: 22-019 | SMALL PROJECT GENERAL CONTRACTOR

This Agreement is made this 3RD day of May 2022 by and between the City of Treasure Island, a municipal corporation (the "CITY") whose address is 120 108th Avenue, Treasure Island, FL 33706, and C & T Contracting Services, LLC, a corporation authorized to do business in the State of Florida (the "CONTRACTOR"), whose FEIN is 87-0670915, 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 the Contract Documents 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 Contract 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 the 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 the project within the agreed fixed cost set forth in the Contract.

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 the Project or a designated portion of the 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 may comprise the whole work, or part of the work planned for the 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 the Contract Documents 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.

Unit Price Work - Work to be paid on the bases of unit prices.

ARTICLE 2 - PRELIMINARY MATTERS

1. Delivery of Documents

   When the CONTRACTOR delivers the signed Contract to the CITY, the CONTRACTOR will also deliver to the CITY such bonds and insurance policies, certificates or other documents as the CONTRACTOR may be required to furnish in accordance with the Contract Documents.

2. Copies of Documents

   The CITY will furnish to the CONTRACTOR three copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents including one fully executed

counterpart of the Contract, and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

3. Commencement of Contract Times; Notice to Proceed

   The Commencement Date will be established by the CITY and communicated to the CONTRACTOR in a Notice to Proceed (NTP) sent by registered mail to the CONTRACTOR's place of business 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

   The CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work may be done at the site prior to the date on which the Contract Time commences to run.

5. Before Starting Construction

   a. Preliminary Schedules

      Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), the CONTRACTOR shall submit to Engineer for timely review:

      i. 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 and identifying the times/dates of required submittals and time requirements for Engineer's review of the submittals and the performance of related construction activities; and

      ii. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Amount 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.

      iii. As provided for in Article 8, the Schedule of Values will be reviewed by the Engineer and approved by the CITY, and will be used as the basis for reviewing the 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 the Project Site is started, a conference attended by the CITY, CONTRACTOR, Engineer, and others as appropriate will 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 the 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 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

At least ten days before submission of the first Application for Payment a conference attended by the CONTRACTOR, CITY, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with the Contract. The finalized progress schedule will be acceptable to the CITY as providing an orderly progression of the Work to completion within the Contract Time, but acceptance will neither impose on the CITY responsibility for the progress or scheduling of the Work nor relieve the CONTRACTOR from full responsibility therefor. The finalized schedule of values will be acceptable to the CITY as to form and substance.

ARTICLE 3 - CONTRACT DOCUMENTS

1. Intent of Contract Documents

Execution of the Contract by the CONTRACTOR is a representation that the CONTRACTOR has become familiar with the Contract Documents and field conditions under which the Work is to be performed within the requirements of Work specified by the Contract Documents, all of which are incorporated herein by reference.

It is the intent of the Contract to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract. 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.

Unless otherwise stated in the Contract, if there is a discrepancy between the electronic or digital versions of the Contract (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version governs.

Engineer will issue clarifications and interpretations of the Contract as provided in this Contract.

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

Neither the 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 the 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.

The prohibitions of this Paragraph will survive final payment, or termination of the Contract. Nothing in this Contract will preclude the CONTRACTOR from retaining copies of the Contract Documents for record purposes.

3. References and Manuals

Reference in the Contract Documents to standard specification manuals, reference standards, or codes of any technical society, organization, or association, to the laws or regulations, whether such reference be specified or by implication, means the standard specification, manual, reference standards, codes, law, or regulation in effect at the time of the opening of bids or on the effective date of the Contract, except as may be otherwise specifically stated in the Contract Documents.

No provision of any such standard specification, manual, reference standard, or code, or any 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 will be effective to assign to CITY, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by the Engineer.

ARTICLE 4 - SCOPE OF WORK

The CONTRACTOR shall execute the entire Work described in the Procurement and Contract Documents.

ARTICLE 5 - CONTRACT AMOUNT

The CITY shall pay the CONTRACTOR the sum of $_____N/A_____, subject to additions and deductions as provided in the Contract Documents for all Work described in Article 4.

ARTICLE 6 - SUBSTANTIAL COMPLETION DATE AND DELAYS

The CONTRACTOR shall commence work within __14__ days from the date of Notice to Proceed. The CONTRACTOR shall achieve Substantial Completion of Work not later than _____n/a_____ consecutive calendar days after the date specified by the Notice to Proceed, subject to adjustments of the Contract Time as provided in the Contract Documents. The CONTRACTOR shall achieve Final Completion of the Work not later than ____n/a____ days after reaching Substantial Completion.

Time limits herein stated in the Contract Documents are of the essence of the Contract. By executing the Contract, the CONTRACTOR confirms that the Contract Time is a reasonable period for performing the Work. The term of this agreement will span from the effective date until the final payment of the invoice by the City for all projects described in the original solicitation, unless otherwise specified in this agreement.

The 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.

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 Contract Times. 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:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. Abnormal weather conditions;
3. Acts or failures to act of utility; and
4. Acts of war or terrorism.

No delay will entitle the CONTRACTOR to an increase of the Contract Amount except where the CITY or Engineer acted in bad faith to prevent the progress of Work. The 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 the CONTRACTOR agrees that the limitations will apply, regardless of the accuracy of the CONTRACTOR's assessment or actual costs incurred by the CONTRACTOR in connection with any such delays or interference.

ARTICLE 7 - LIQUIDATED DAMAGES/SPECIAL DAMAGES

1. Liquidated Damages

The CONTRACTOR and CITY mutually agree that said work will be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the CONTRACTOR and CITY, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing. CONTRACTOR and CITY recognize that time is of the essence.

If the CONTRACTOR neglects, fails or refuses to complete the work within the time specified, or in the time any proper extension is granted in accordance with this Contract, then the CONTRACTOR agrees, as a part of consideration for the award of this Contract, to pay the CITY the amount of $200 for each calendar day beyond the Substantial Completion date, not as a penalty, but as liquidated damages for such breach of contract. Furthermore, the CONTRACTOR agrees to pay the CITY the amount of $200 for each calendar day the Work remains incomplete after the date established for Final Completion.

This amount is fixed and agreed upon by and between the CONTRACTOR and CITY because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the CITY would in such event sustain, and said amount is agreed to be the amount of damages which the CITY would sustain. However, these liquidated damages will not be

construed to limit the CITY's damages for any claim for CONTRACTOR's negligence, defective performance or their other breach of this contract. Also, failure to meet requirements for substantial or final completion will subject the CONTRACTOR to re-inspection fees as set forth in Article 10, (c) (18), Testing and Inspections.

Both Liquidated Damages and re-inspection Fees will be implemented using a Deductive Change Order or Construction Change Directive.

2. Special Damages

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 according to the Contract Times, 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.

After CONTRACTOR achieves Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, 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 8 - PAYMENTS

1. Progress Payments

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 the Engineer. Any progress payments on account of Unit Price Work will be based on the number of units completed.

Based upon Applications for Payment submitted to the Engineer by the CONTRACTOR and Certificates for Payments issued by the Engineer, the CITY shall make progress payments on account of the Contract Amount to the CONTRACTOR as provided below and elsewhere in the Contract Documents.

The period covered by each Application for Payment will be one calendar month ending on the last day of the month.

Provided an Application for Payment is received by the Engineer not later than the 15th day of the month, the CITY shall make payment to the CONTRACTOR not later than the last day of the month. If a valid Application for Payment is received by the Engineer after

the Application date fixed above, payment will be made 30 days after the Engineer received the Application for Payment.

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.

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.

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.

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. The CONTRACTOR shall coordinate with the CITY and the 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

Final Inspection. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, 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.

Final Payment. Final payment, comprising the entire unpaid balance of the Contract Amount, will be made by the CITY to the CONTRACTOR when the Contract has been fully performed and accepted by the CITY. Furthermore, payment will be made within 30 days of the CITY receiving a final Certificate of Payment from the Engineer. CONTRACTOR's acceptance of final payment from the CITY will constitute a full waiver and release by CONTRACTOR of all claims against the CITY arising out of or related to the Project.

3. CONTRACTOR Applications for Payment

By the 15th of each month the CONTRACTOR shall submit to the 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 the CONTRACTOR's right to payment as the 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 the CITY, payment may similarly be made for materials and equipment suitably stored off the site.

Applications for Payment not include:

- Payments on account of changes in the Work which have not been approved by the CITY in a Change Order; and
- Payment of amounts the CONTRACTOR does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason.

The Application for Payment will also be accompanied by a bill of sale, invoice or other documentation warranting the 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 the CITY's interest therein, all of which must be satisfactory to the CITY.

The 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, the Engineer, in consultation with the CITY, will issue a Certificate for Payment for an amount the Engineer and CITY determines is due, or notify the 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

The Engineer or CITY may withhold a Certificate for Payment in whole or in part if in the CITY's opinion, the CONTRACTOR representations to the CITY are not supported. If the CONTRACTOR and the CITY cannot agree on a revised amount, the CITY will promptly

issue a Certificate of Payment for the amount to which the CITY are 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 the 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, the Engineer and CITY will certify amounts previously withheld.

6. CONTRACTOR's Warranty of Title

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.

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.

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

The 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, the CITY may make payment to the 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 the CITY.

Further, the parties agree that in the event the CITY releases a Designated Portion of the Work, whether or not retainage is released for the Designated Portion of the Work, the 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 the CITY.

8. Substantial Completion

When the CONTRACTOR considers that the Work or a portion thereof, which the CITY agrees to accept separately, is Substantially Complete, the CONTRACTOR shall prepare and submit to the Engineer a comprehensive list of items to be completed and corrected. The CONTRACTOR shall proceed promptly to complete and correct items on the list. Failure to include an item on the list does not relieve the CONTRACTOR of the responsibility to complete all Work in accordance with the Contract Documents.

Upon receipt of the CONTRACTOR's list, the Engineer will make an inspection, and with the approval of the CITY, determine whether the Work, or designated portion thereof, is Substantially Complete. If the Engineer's inspection discloses any item, whether or not included on the CONTRACTOR's list, which is not in accordance with the requirements of the Contract Documents, the CONTRACTOR shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Engineer.

The CONTRACTOR may request additional inspections by the Engineer as may be reasonable to determine when Substantial Completion has been achieved. When the Work or designated portion thereof, is Substantially Complete, the Engineer will prepare a Certificate of Substantial Completion that will establish the date of Substantial Completion and will establish responsibilities of the CITY and CONTRACTOR for:

- Security;
- Maintenance;
- Water, sewer, electric and other utilities;
- Damages to the Work; and
- Insurance Responsibilities

The Certificate will also establish the time within which the CONTRACTOR must finish all items on the list of incomplete Work or corrections otherwise necessary to meet the requirements of the Contract Documents.

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 the CITY and CONTRACTOR for their written acceptance of responsibilities assigned to each.

Upon Substantial Completion of the Work, or designated portion thereof, and upon application by the CONTRACTOR, certification by the Engineer, and approval by the CITY, the 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

Upon receipt of written notice that the Work is ready for Final Inspection and upon receipt of a Final Application for Payment, the Engineer shall promptly inspect the Work. When the Engineer and CITY find the Work acceptable under the Contract Documents and the Contract fully performed, the Engineer shall issue a Certificate for Final Payment.

Neither final payment or any remaining retainage will become due until the CONTRACTOR submits to the Engineer all information required in the Contract

Documents, including, but not limited to, warranties, as-built plans, and operation and maintenance manuals.

Furthermore, neither final payment nor any remaining retainage, will become due until the CONTRACTOR executes and presents to the CITY a "Certificate of Claims Paid" and "Release of all Claims" form in such a form as may be acceptable to the CITY. Acceptance of final payment by the 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.

Application for Final Payment:

(a) 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 10, (c) (10)), and other documents, CONTRACTOR may make application for final payment.

(b) 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.

(c) 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, the CITY at its option may issue joint checks payable to CONTRACTOR and specified Subcontractors and Suppliers.

10. Corrective Period

If within one year from the date of final Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, 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:

(a) Correct the defective repairs to the Project Site or such other adjacent areas;

(b) Correct the defective Work;

(c) If the defective Work has been rejected by the CITY, remove it from the Project and replace it with Work that is not defective; and

(d) 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.

If the CONTRACTOR does not promptly comply with the terms of the CITY's written instructions, or in an emergency where delay would cause serious risk of loss or damage, the CITY may have the defective Work corrected or repaired or may have the rejected Work removed or replaced. The 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).

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.

The 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.

ARTICLE 9 - TERMINATION OR SUSPENSION OF THE CONTRACT

1. CITY May Suspend Work

At any time and without cause the CITY may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to the CONTRACTOR and Engineer. Such notice will state Work is suspended and will fix the date on which Work will be resumed. The CONTRACTOR shall resume the Work on the date so fixed. The CONTRACTOR shall be entitled to an adjustment in the Contract Amount for an extension of the Contract Time, or both, 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

The 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, the 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

The occurrence of any one or more of the following will constitute a default by CONTRACTOR and justify the CITY's termination for cause:

- CONTRACTOR's refusal or failure to supply properly skilled workers or materials;
- CONTRACTOR's disregard of the laws, ordinances, or regulations of public authorities having jurisdiction over the Work;
- CONTRACTOR substantially breaching provisions of the Contract Documents;
- CONTRACTOR's repeated disregard of the authority of the CITY or Engineer;
- CONTRACTOR becomes insolvent such that CONTRACTOR is unable to meet its debts as they mature, unable to pay its debts generally, or institutes or has instituted against it under any law relating to bankruptcy, insolvency, or reorganization or relief of debtor, a proceeding which seeks the adjustment protection or composition of CONTRACTOR or its debts or an Order providing for appointment of a receiver, trustee, or other similar official for Subcontractor part of its property;

- CONTRACTOR fails to comply with the public records requirements of this Contract; or
- If the CONTRACTOR abandons the Work or sublets this Contract or any portion of this Contract without the previous written consent of the CITY, or if the Contract or any claim is otherwise assigned by the CONTRACTOR.

If any such conditions exist, the CITY may, without prejudice of any other rights or remedies of the CITY, after having given the CONTRACTOR and the CONTRACTOR's surety seven days' written notice, terminate the Contract and, subject to any prior rights or the surety:

- Enforce its rights under any applicable performance bond;
- Take possession of the Work.
- Incorporate in the Work all materials, equipment, tools, and machinery stored at the Project Site or for which the CITY has paid CONTRACTOR but which are stored elsewhere;
- Accept assignment of Subcontracts; and
- Finish the Work by whatever means are available to the CITY.

Should the Work be terminated according to this section the CONTRACTOR is not entitled to receive further payment until the Work is finished.

If the unpaid balance of the Contract Amount exceeds the costs of finishing the work, such excess will be used to pay the CONTRACTOR amounts due for materials and equipment stored on site and Work completed in accordance with the Contract Documents which has been certified by the Engineer and accepted by the CITY. If such costs exceed the unpaid balance, the CONTRACTOR shall pay the difference to the CITY, which obligation for payment will survive the termination of the Contract.

The costs of finishing the Work include, without limitation, all reasonable attorney's fees, additional title costs, insurance, additional interest because of delay in completing the Work, and all other direct, indirect, and consequential costs incurred by the CITY by reason of the termination of the CONTRACTOR as stated herein. The CITY is entitled to hold all amounts due to the CONTRACTOR at the date of termination until all of the CITY's costs have been established, and to apply such amounts to such costs.

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 latter 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.

Additionally, in the event that the CITY budgeted funds are not available for a new fiscal period, the CITY shall notify the CONTRACTOR of such occurrence, and the Contract will terminate on the last day of the current fiscal period without penalty or expense to the CITY.

Should the CITY's termination of the CONTRACTOR for Cause be challenged, and should such challenge prevail, then the CITY's termination of the CONTRACTOR will be deemed to have been a termination for Convenience.

4. Termination by the CITY for Convenience

The CITY may, without cause, order the CONTRACTOR in writing to delay or terminate the Work in whole or in part for such period of time the CITY may determine.

In the event of termination for convenience by the CITY, the CONTRACTOR is only entitled to and paid compensation earned through the date of termination and Termination Expenses. Termination Expenses are those expenses directly attributable to the termination (such as demobilization costs). The 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 10 - EXECUTION OF THE PROJECT

A. OBLIGATIONS OF THE ENGINEER

1. Engineer as CITY's Representative

The Engineer will provide project management services as described in the Contract Documents, and will serve as the CITY's representative during construction, and until final payment is certified. The Engineer will consult with and advise the CITY. The Engineer will have the authority to act on behalf of the CITY only to the extent as provided in the Contract documents.

The 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, the CONTRACTOR, Subcontractor, Sub-subcontractors, their agents, employees, or any of their bonding companies, it being understood that the Engineer's obligations are to the CITY, and in performing such obligations the Engineer may consequently alter the burdens and expense of such other parties. The CONTRACTOR is not entitled to additional costs associated with the Engineer's performance of his/her duties unless otherwise provide in the Contract. The CITY and CONTRACTOR must communicate

through the Engineer, and communications by and with the Engineer and Engineer's consultants must be through the Engineer. Communications by and with Subcontractors and Suppliers must be through the CONTRACTOR. Communication by and with other CONTRACTORs working on the site which are not parties to this Contract must be through the CITY.

2. Monitoring Progress, Quality and Compliance with Contract Requirements

The Engineer will perform site inspections as various and critical stages of construction 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. The Engineer will have authority to reject work that does not comply with the Contract Documents. Wherever considered necessary, the Engineer may require additional inspection or testing of the Work whether the Work is fabricated, installed, or completed.

The 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. The Engineer will not be responsible for the CONTRACTOR's failure to carry out the Work, since these are solely the CONTRACTOR's responsibility. The Engineer will not be responsible for the CONTRACTOR's failure to carry out the Work in accordance with the Contract Documents. The Engineer will not have control over, or charge of, and will not be responsible for, acts or omissions of the CONTRACTOR, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

Actions of the Engineer undertaken while providing administration of the Contract will not be construed as either supervision or coordination, since these are solely the CONTRACTOR's responsibility.

3. Review and Approval of CONTRACTOR's Submittals

The Engineer will review and approve the CONTRACTOR's Submittals, such as Shop Drawings and product Samples, for the limited purpose of checking for compliance with the Contract Documents. The Engineer's review does not relieve the CONTRACTOR of his obligations under the Contract to comply with the plans and specifications.

The Engineer's approval of a submittal which contains a deviation which has not been specifically called to the Engineer's attention excludes approval of that deviation and will not serve as a waiver of the rights of the Engineer or CITY unless the Engineer makes specific written acceptance of said deviation on the Engineer's letterhead or the CITY makes specific written acceptance of said deviation on the CITY's letterhead.

Engineer has the authority to reject work.

4. Interpret Plans

The Engineer will provide interpretations of the plans and Specifications for compliance with the Contract Documents. The 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.

Interpretations of the 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.

The Engineer may, as the 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 the CONTRACTOR, and provided such drawings or information may be affected by field order or other notice to the 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 the CONTRACTOR claims additional cost or time on account of such additional drawings or information, the CONTRACTOR must give the notice provided in Article 14.

5. Approving Non-Substantial Deviations

The 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 the CONTRACTOR upon receipt.

6. Certifying Applications for Payment

Based on the Engineer's observations and evaluations of the CONTRACTOR's Applications for Payment, the Engineer will review amounts due the CONTRACTOR and will, upon approval by the CITY, issue Certificates for Payments.

7. Preparing Change Orders

The Engineer will prepare Change Orders for approval by the CITY.

8. Substantial Completion and Acceptance Reviews

The Engineer will conduct inspections, and if the CITY and Engineer find Work substantially complete, establish the date or dates of Substantial Completion and the date of Final Completion. The Engineer will receive and forward to the CITY for the CITY's review, project records, written documents required by the Contract and assembled by the CONTRACTOR. The Engineer will issue a Final Certificate for Payment upon compliance with requirements of the Contract Documents and acceptance by the CITY.

B. OBLIGATIONS OF THE CITY

1. Project Manager

   The CITY will designate a Project Manager, through which the CITY will communicate with the Engineer and CONTRACTOR.

2. Information Provided by CITY

   The CITY shall furnish surveys describing physical characteristics of the site, and utility locations, except those utilities that are not owned by the CITY.

   Information or services under the CITY's control will be promptly supplied to the CONTRACTOR in order to promote orderly progress of the Work. Such information and services will be provided to the CONTRACTOR free, unless otherwise provided in the Contract Documents.

   The CITY will furnish the CONTRACTOR, free of charge, a maximum of ten sets of Construction Documents.

3. Permits

   Unless otherwise provided in the Contract Documents, the CONTRACTOR shall secure and pay for any and all Permits necessary to construct the facilities described by the Contract Documents.

4. CITY's Right to Stop Work

   If the CONTRACTOR fails to correct Work that is not in accordance with requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the CITY may order the 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.

5. CITY's Right to Carry Out Work

   If the CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents, after giving seven (7) days written notice, the CITY may without prejudice to other remedies, correct such deficiencies. In such a case, a Change Order will be issued deducting from the Contract Amount the cost of correcting such deficiencies, including additional design and administrative costs as may be necessary by default, neglect, or failure.

6. Interpretation of Contract Documents and Performance

   In all matters concerning performance under this Contract and requirements of the Contract Documents, the CITY's interpretation will prevail.

7. Approving Substantial Deviations

The CITY's written approval is required for all changes in the Work involving:

- Adjustments to the Contract Amount;
- Contract Time; or
- Work that is inconsistent with the intent of the Contract Documents.

A Change Order signed by the CONTRACTOR, Engineer, and the CITY will effect such changes.

8. Replacement of Engineer

The CITY may at its discretion appoint an engineer to replace the Engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9. Limitations on CITY's Responsibilities

The 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. The CITY will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. OBLIGATIONS OF THE CONTRACTOR

1. Superintendent

The CONTRACTOR shall employ a competent Superintendent and necessary assistants who will be in attendance at the Project Site during performance of the Work. The Superintendent shall represent the CONTRACTOR, and communications given to the Superintendent will be as binding as if given to the CONTRACTOR.

2. Review of Contract Documents

The CONTRACTOR shall carefully review Contract Documents and information provided by the CITY, and will at once report to the Engineer any errors, omissions, or inconsistencies discovered.

If the CONTRACTOR performs any construction activities with knowledge of an error, omission, or inconsistencies in the Contract Documents without such notice to the Engineer, the CONTRACTOR shall assume responsibility for such performance.

3. Review of Field conditions

The 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 the Engineer at once.

4. Supervision and Construction Procedures

The CONTRACTOR shall perform the Work in accordance with the Contract Documents and Submittals approved by the Engineer.

The CONTRACTOR shall supervise and direct the Work, using the CONTRACTOR's best skill and attention. The 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.

The CONTRACTOR shall be responsible to the CITY for acts and omissions of the CONTRACTOR's employees, Subcontractors, Suppliers, and their agents and employees, and other persons performing portions for the Work under a contract with the CONTRACTOR or his Subcontractors.

The CONTRACTOR will not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Engineer, or the CITY's Project Manager, in administration of the Contract, or by tests, inspections, or approvals required or performed by persons other than the CONTRACTOR.

5. Inspection of Work

The CONTRACTOR is responsible for inspection of portions of the Work already performed under this Contract to determine if such portions are in proper condition to receive subsequent Work.

6. Labor and Materials

The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the Project Site.

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. The CONTRACTOR will not perform Work on a Saturday or Sunday, or any legal holiday. The CONTRACTOR may perform Work outside regular working hours or on Saturdays, Sundays or legal holidays only with the CITY's written consent.

(a) Regular working hours will be 8:00 AM to 5:00 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.

The CONTRACTOR is responsible for the cost of any overtime pay or other expense incurred by the CITY for Engineer's or CITY's Project Services, and construction observation services, occasioned by the performance of Work on Saturday, Sunday or any legal holiday, or as overtime on any regular work day. If CONTRACTOR is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then CITY may impose a reasonable set-off against payments due under Article 8. Overtime costs for personnel employed by the Engineer or CITY's consultant will be calculated in accordance with the terms of their respective contracts with the CITY.

Unless otherwise provided in the Contract Documents, the 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 the CONTRACTOR's responsibility to provide these resources whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

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 the CITY. If required by the CITY or Engineer, the 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.

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.

The CONTRACTOR shall enforce strict discipline and good order among the CONTRACTOR's employees and other persons carrying out the Contract. The CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

7. Warranty

The CONTRACTOR warrants to the 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.

The CONTRACTOR shall obtain the following guarantee/warranty from the manufacturer of all major pieces of equipment furnished and installed on this Project. Such guarantee/warranty must be for the benefit of the CITY and be furnished in writing by the manufacturer. The 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 the 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 the CITY can enforce such other duties, obligations, rights, or remedies.

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.

8. Indemnification, Insurance and Bonds.

The CONTRACTOR is responsible for providing the CITY with Indemnification, Insurance, and Bonds as required under Article 15 of this Contract.

9. Construction Schedule

Prior to issuance of a Notice to Proceed, the CONTRACTOR shall prepare and submit to the Engineer a Construction Schedule for the Work. The Schedule must not exceed the time limits established in the Contract Documents. 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 would most greatly affect the Construction Schedule. The Construction Schedule will be prepared in sufficient detail as may be acceptable to the Engineer. The Construction Schedule will be revised at appropriate intervals as required by conditions of the Work.

10. Project Records

The 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.

Records must be maintained in good order, and marked to reflect current changes and selections made during the construction process.

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 the CITY upon completion of the Work.

Additionally, the Superintendent's Log must 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.

Upon completion of the WORK, the CONTRACTOR must deliver these record documents to Engineer.

11. Approval of Shop Drawings and Other Submittals

The CONTRACTOR shall review, approve and submit to the Engineer, Shop Drawings, Product Data, Samples, and other Submittals required by the Contract Documents for approval by the Engineer prior to their implementation. The CONTRACTOR may not perform any portion of the Work requiring submittal and review of these or similar data until approved by the Engineer. Such Work must be accomplished in accordance with approved Submittals.

The 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 the CONTRACTOR or for the CONTRACTOR by a Subcontractor or Supplier of the CONTRACTOR. The 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 the CONTRACTOR or any third party against the CITY or Engineer.

By submitting the materials described above to the Engineer for approval, the 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
- The CONTRACTOR will not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or other Submittals. The 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.

If the CONTRACTOR requests a change of a previously approved submittal item, the 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 the CONTRACTOR.

12. Use of the Project Site

The CONTRACTOR shall confine operations to the Project Site as designated by the CITY, 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. The CONTRACTOR is specifically prohibited from the storage of materials, equipment, or supplies not related to the Work on the Project Site.

13. Limitation on Use of Project Site and Other Areas

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. The 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 the CONTRACTOR or those for which CONTRACTOR is responsible.

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 the CONTRACTOR or those for which the CONTRACTOR is responsible, the CONTRACTOR shall (a) take immediate corrective or remedial action as required by paragraph 25 below, 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 the CONTRACTOR or those for which CONTRACTOR is responsible.

14. Cleanup of Project Site

The 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, the CONTRACTOR shall remove from and about the Project Site, waste materials, rubbish, tools, construction equipment, machinery, and surplus materials to the CITY's satisfaction. Should the CONTRACTOR fail to clean up as provided in the Contract Documents, the CITY may do so and the cost charged to the CONTRACTOR though a deductive Change Order or Construction Change Directive.

15. Observations and Inspections

The 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.

If a portion of the Work is covered contrary to the 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 the CONTRACTOR's expense without change in Contract Time.

If a portion of the Work has been covered for which the CITY or Engineer has not specifically requested prior to observation, the Engineer may request to see such Work

and the 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 the CITY and implemented through a Change Order recommended by the Engineer and approved by the CITY. If such Work was inspected and found not to be in conformance with the Contract Documents, the CONTRACTOR shall pay the cost of uncovering and replacement without a change in Contract Time.

16. Correcting Rejected Work

The CONTRACTOR shall promptly correct Work rejected by the 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. The 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 the 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 the CITY may impose a reasonable set-off against payments due under Article 8.

If, within one year after the date of Final Acceptance, or before the expiration of warranties provided by the 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, the CONTRACTOR shall correct it promptly after receipt of a written notice from the CITY. This obligation will survive acceptance of the Work under the Contract and termination of the Contract, if the CITY has exercised such Termination.

If the CONTRACTOR fails to correct nonconforming Work, within a reasonable time, the CITY may complete the work in accordance with the provisions in Article 10(B)(5) of this Contract.

In exercising the rights and remedies under this paragraph 10(C) (16), the CITY shall proceed expeditiously. In connection with such corrective or remedial action, the CITY may exclude the CONTRACTOR from all or part of the Project Site, take possession of all or part of the Work and suspend the 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. The CONTRACTOR shall allow the CITY, the CITY's representatives, agents and employees, the CITY's other contractors, and Engineer and Engineer's consultants access to the Project Site to enable the CITY to exercise the rights and remedies under this paragraph.

All claims, costs, losses, and damages incurred or sustained by the CITY in exercising the rights and remedies under this paragraph 10(C) (16) will be charged against CONTRACTOR has set-offs against payments due under Article 8. 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.

The 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 10(C) (16).

17. Acceptance of Non-Conforming Work

The 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 Contract 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 the CITY may impose a reasonable set-off against payments due under Article 8. 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 the CITY.

18. Tests & Inspections

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, the CONTRACTOR will make arrangements for such tests, inspections and approvals, and is responsible for paying testing, inspection and re-inspection fees.

Other tests, inspections, and approvals required by the Contract Documents must also be made at the appropriate times. The CONTRACTOR shall make arrangements for such tests, inspections, and approvals within the independent testing laboratories or entities designated by the CITY. The CITY will bear the costs related to these tests, inspections, and approvals.

For all tests and inspections conducted under this section, the CONTRACTOR shall give the Engineer timely notice of when and where tests and inspections are to be made so that observations may be made.

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, the CONTRACTOR will bear all costs made necessary by such failure.

Certificates of testing, inspection or approval must be secured by the CONTRACTOR and promptly delivered to the Engineer.

19. Equal Opportunity Employer

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

20. Taxes

The 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.

The 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 the 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 the CITY in the Contract Documents.

To the fullest extent permitted by laws and regulations, the 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.

21. Laws and Regulations

The 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 the CITY nor the Engineer shall be responsible for monitoring the CONTRACTOR's compliance with any laws or regulations. The 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

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and CITY, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Contract or are adopted at any time following the execution of his Contract.

If the CONTRACTOR performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, the CONTRACTOR will bear all resulting costs and losses, and will indemnify and hold harmless the 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.

22. Applicable Licensing

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully providing the services set forth herein.

23. Safety of Employees and Property

The CONTRACTOR is solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The 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 the CONTRACTOR or the 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.

The CONTRACTOR will not load or permit any part of the construction or Project Site to be loaded so as to endanger its safety. The 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. The 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.

When use or storage of explosives or equipment or unusual methods is necessary for execution of the Work, the CONTRACTOR shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The 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.

The 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 the 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 the CONTRACTOR is responsible, except damage or loss attributable to acts or omissions of the 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 the CONTRACTOR.

The CONTRACTOR shall designate a qualified and experienced safety representative who is a responsible member of the 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 the CONTRACTOR's Superintendent unless otherwise designated by the CONTRACTOR in writing to the CITY and Engineer.

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 8(4) that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

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.

26. Emergencies

In an emergency affecting safety of persons or property, the CONTRACTOR shall act, at the CONTRACTOR's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the CONTRACTOR on account of an emergency will be determined as provided in this Contract.

ARTICLE 11 - SUBCONTRACTORS/SUPPLIERS

1. Reporting of Proposed Subcontractors

As soon as practical after the issuance of a Notice to Proceed, or as otherwise provided in the Contract Documents, the CONTRACTOR will furnish in writing to the Engineer the names of persons or entities, including Subcontractors, material suppliers, equipment, Suppliers, and fabricators proposed for principal portions of the Work. After conferring with the CITY, the Engineer will promptly inform the CONTRACTOR in writing whether or not there are reasonable objections to any of the proposed persons or entities unto which the CONTRACTOR proposes to enter into an agreement. Reasonable objections include a Subcontractor or Supplier who is not licensed, qualified or certified as required by State Law.

A. No acceptance by the 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 the CITY to the completion of the Work in accordance with the Contract Documents.

B. The 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. The 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. The 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. The 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:

i. 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

ii. 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 the CONTRACTOR nor the 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

The CONTRACTOR will not change a Subcontractor, person or entity previously selected unless the CITY makes reasonable objection to such change.

4. Subcontractors Bound by Contract Documents

By appropriate agreement, the CONTRACTOR will require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the CONTRACTOR by the terms of the Contract Documents, and to assume toward the CONTRACTOR all obligations and responsibilities which the CONTRACTOR, under this Contract, assumes toward the CITY.

Each subcontract must preserve and protect the right of the 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 the CONTRACTOR that the CONTRACTOR has against the CITY.

In all Contracts between the CONTRACTOR and Subcontractor(s), Suppliers, or fabricators, the CITY will be named as third party beneficiary. The 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.

The CONTRACTOR agrees that it will be deemed to automatically assign all rights to subcontract warranties to the CITY, and CONTRACTOR will ensure that all such subcontract warranties specifically provide for such warranties to extend to the CITY. Additionally, the CONTRACTOR assigns each Subcontract for a portion of the Work to the CITY as follows:

- Assignment is effective only after termination of the Contract by the CITY for cause pursuant to Article 9(3) of this Contract.
- Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

5. Subcontractor Payment

Unless otherwise provided by law, within 10 days after the CONTRACTOR's receipt of payment, the CONTRACTOR will remit payment due to the Subcontractor for labor, services, and material furnished.

If Subcontractor receives payment from the 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 12 - CONSTRUCTION BY CITY OR SEPARATE CONTRACTORS

1. CITY's Right to Perform Construction

The CITY reserves the right to perform construction or operations related to the 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

The CITY shall provide for coordination of activities of the CITY's own forces and for the other contractor's under a separate agreement to provide construction services on the Project Site. If part of the CONTRACTOR's Work depends upon prior Work performed by the CITY or other separate contractors, the CONTRACTOR shall, prior to proceeding with that portion of the Work, promptly report to the Engineer apparent discrepancies or defects in other such construction that would render it unsuitable for the proper execution and results of the CONTRACTOR's Work. Failure of the CONTRACTOR to so report will constitute an acknowledgment that the CITY's previously completed construction is fit and proper to receive the CONTRACTOR's Work.

ARTICLE 13 - 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 the Engineer will direct all changes in the Work. A Construction Change Directive signed by the CONTRACTOR indicates agreement of the 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:

- Contract Amount;
- Contract Time; or
- The intent of the Contract Documents.

In such instances, the 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 14 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 the CONTRACTOR in the proper performance of the Change Order Work. Except as may be agreed to in writing by the 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.

The 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, the CONTRACTOR shall submit an itemized cost breakdown, together with supporting data in such detail and form as prescribed by the Engineer. When a credit is due, the amount of the credit to be allowed by the CONTRACTOR to the 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 the 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.

The allowance for combined overhead and profit included in the total cost to the CITY will be based upon the following schedule:

- For the CONTRACTOR, for Work performed by the CONTRACTOR's own forces, fifteen percent (15%) of the cost.
- For the CONTRACTOR, for Work performed by the CONTRACTOR's Subcontractor, seven and one-half percent (7½%) of the amount due to the Subcontractor.
- For each Subcontractor or Sub-Subcontractor involved, for Work performed by that Subcontractor's or Sub-Subcontractor's own forces, fifteen percent (15%) of the cost.
- For each Subcontractor, for Work performed by the Subcontractor's Sub-Subcontractor, seven and one-half percent (7½%) of the amount due the Subcontractor.

B. The term "Cost of Work" or "Direct Cost" will not include any of the following:

- Payroll costs and other compensation of the 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 the 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 the CONTRACTOR's allowance for overhead and profit.
- Extraordinary fringe benefits not specifically identified, above.
- Expenses of CONTRACTOR's principal and branch offices other than the CONTRACTOR's office at the job site.
- Any part of the CONTRACTOR's capital expenses, including interest on the CONTRACTOR's capital used for the Change Order Work and charges against the CONTRACTOR for delinquent payments.
- Costs due to the negligence of the CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including, but not limited to, the correction 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 14 of this Contract.

7. Changes in Contract Time Due to Weather Conditions

The 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 the 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, the 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. The 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, the CONTRACTOR shall promptly proceed with the change in the Work. The 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 the 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 14 - CLAIMS AND DISPUTES

1. Time Limits on Claims

Contractor Claims must be made by written notice within 14 calendar days after the occurrence of the event giving rise to such Claim or within 14 calendar days after the CONTRACTOR would have reasonably first recognized the condition giving rise to the Claim, whichever is later. Claims for additional time and additional compensation must be made in accordance with the conditions of this Article.

Such written notice of the Contractor Claims must be complete. Written notice which is incomplete and only partially identifies a claim with wording such as "(time or cost) impact to be determined at a later date" or "we reserve the right to claim additional (time or cost) at a later date" will not be considered.

2. Continuing Performance on the Contract

Pending resolution of a Claim, unless otherwise agreed to in writing, the CONTRACTOR shall proceed diligently with performance of the Contract and the CITY shall continue to make payments in accordance with the Contract Documents.

3. Claims for Concealed or Unknown Conditions

If conditions are encountered at the Project Site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or comprise unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and are generally recognized as inherent in construction activities of the character provided for in the Contract Documents; then the CONTRACTOR shall inform the Engineer of the materially different field conditions in writing within 14 days after first observance of the conditions, or within 14 days after the CONTRACTOR would have reasonably first recognized the materially different field conditions.

The Engineer will promptly investigate and report to the CITY if field conditions were found to be materially different than those which have been reasonably found given the criteria indicated above. If field conditions are found to be materially different and an adjustment in time is essential to the CONTRACTOR's ability to complete the Work, then the CITY shall prepare a Change Order providing an equitable adjustment in Contract Time.

If the CITY determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the contract are justified, the CITY shall notify the CONTRACTOR in writing stating the reasons.

The CONTRACTOR is not entitled to any adjustment in the Contract Amount or Contract Times with respect to a subsurface or physical condition if:

(a) the CONTRACTOR knew of the existence of such condition at the time the CONTRACTOR made a commitment to CITY with respect to Contract Amount and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

(b) the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Project Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such commitment; or

(c) CONTRACTOR failed to give the written notice as required above.

If CITY and CONTRACTOR agree regarding CONTRACTOR's entitlement to and the amount or extent of any adjustment in the Contract Amount or Contract Times, or both, then any such adjustment must be set forth in a Change Order.

4. Claims for Additional Time

The CONTRACTOR will make claims for an increase in Contract Time by presenting a "Request for Delay" (RFD) form to the Engineer within 14 days of the occurrence giving rise to the claim. All claims for an increase in the Contract Time are waived if not so presented. Engineer will supply RFD forms to the CONTRACTOR.

The sole and exclusive manner of increasing the Contract Time due to some occurrence giving rise to the representation of an RFD form is by Change Order. Timely presentation of an RFD form is the prerequisite for obtaining a Change Order. The Change Order must address any and all Claims based on the occurrence requiring a claim for additional time. The CONTRACTOR agrees that its exclusive remedy for delays in the performance of the Contract caused by events beyond its control, including delays claimed to be caused by the CITY or the Engineer or attributable to the CITY or the Engineer, and including Claims based on breach of Contract or negligence, will be an extension of the Contract Time. The CONTRACTOR waives any and all Claims based on the occurrence that are not addressed by the Change Order.

Nothing contained in this Contract will prevent the parties from increasing the Contract Time by mutual agreement.

5. Claims for Additional Compensation

CITY's liability to CONTRACTOR for any Claims other than Claims for extension of Contract Time, as described above, arising out of or related to the subject matter of this Contract, whether in Contract or Tort, including but not limited to, claims for payment by CITY of the costs, damages, or losses because of changed condition under which the

Work is to be performed or for additional Work, will be governed by the following provisions:

- All Claims must be submitted as a Request for Change Order in the manner provided herein;
- The CONTRACTOR must submit a Notice of Claim to the CITY and to the Engineer within fourteen days (14) of when the CONTRACTOR was, or should have been aware of the occurrence of the event giving rise to the Claim; and
- Within fourteen days (14) of submitting its Notice of Claim, the CONTRACTOR shall submit to the Engineer and CITY its Request for Construction Change Order using AIA Form G701, which shall include a written statement of details of the Claim, including a description of the Work affected.

The CONTRACTOR agrees that the CITY is not liable for any Claim the CONTRACTOR fails to submit as a Request for Change Order or as a timely presented RFD form as provided in this Contract.

After receipt of a Request for Change Order, the CITY, in consultation with the Engineer, will deliver to the CONTRACTOR within thirty (30) days after receipt of request its written determination of the Claim.

The CONTRACTOR's exclusive remedy for delays in performance of construction caused by delays claimed to be caused by or attributable to the CITY or the Engineer including claims based on breach of contract or negligence, will be a Claim or a RFD form submitted in compliance with this Article.

CONTRACTOR expressly agrees that the conditions established by this Article constitutes its sole and exclusive remedies for delays and changes in such Work and eliminates any other remedies for Claim for increase in the Contract Amount, delays, changes in the Work, damages, losses, or additional compensation.

6. Resolution of Disputes by the CITY

If a Claim has not been resolved after consideration under other terms of this Article, the Engineer shall notify the CONTRACTOR in writing that the CITY shall make a determination within seven (7) days, which determination will be final and binding on the Parties, but subject to litigation in a court having competent jurisdiction. Upon expiration of such time period, the CITY shall render to the parties a written decision relative to the Claim, including any change in Contract Amount or Time.

If there is surety and there appears to be a possibility of the CONTRACTOR's default, the CITY may, but is not obligated to, notify the surety and request the surety's assistance in resolving the dispute.

7. Injury or Damage to Person or Property

In any party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or for others whose acts such party is legally liable; written notice of such injury or damage, whether or not insured, will be given to the other party within a reasonable amount of time not exceeding 21 days after first observance. The notice must provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to the Claim is asserted, it must be filed as a Claim pursuant to the conditions of the Article.

ARTICLE 15 - INDEMNIFICATION, INSURANCE AND BONDS

1. Indemnification

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 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 the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury 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.

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 CONTRACTORs, 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 under 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.

The indemnification obligations of the CONTRACTOR will not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants, and subcontractors arising out of:

(a) The preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

In conformance with the requirements of Section 725.06, Florida Statutes, the specific considerations for CONTRACTOR's promises are:

(a) Ten dollars ($10.00) and other valuable consideration, in hand paid by CITY, Engineer, and Engineer's employees to CONTRACTOR, receipt whereof is hereby acknowledged and the adequacy of which CONTRACTOR accepts as completely fulfilling the obligations of CITY, Engineer, and Engineer's employees under the requirements of Section 725.06, Florida Statutes, and;

The entry of CITY and CONTRACTOR into the construction contract because, but for CONTRACTOR's promises as contained in the General Conditions, CITY would not have entered into the construction contract with CONTRACTOR.

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. The CONTRACTOR shall ensure that the insurance obtained will extend protection to all Subcontractors engaged by the CONTRACTOR. As an alternative, the CONTRACTOR may require all Subcontractors to obtain insurance consistent with the below requirements. This insurance must name the CITY as an additional insured, except for with respect to Worker's Compensation Coverage.

The 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 the CITY as specified below. Delays in the commencement of work, resulting from the failure of the 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 the 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.

The CONTRACTOR's insurance, and the insurance of any other party bound to the CONTRACTOR, will be considered primary. The 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.

The 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 the CITY with proof of same.

4. Loss Deductible

The 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 the CONTRACTOR.

5. Subcontractor's Insurance

The CONTRACTOR shall ensure that any Subcontractor(s), hired to perform any of the Work, maintain the same Insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.

6. Certificate of Insurance

The CONTRACTOR agrees to promptly provide the 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 the CITY and a copy to the 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 the CITY and such Certificate must clearly state all the coverage's required in this Article:
- If requested by the CITY, the 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 the CONTRACTOR or by any of its representatives that indicate less

coverage than required by the Contract Documents does not constitute a waiver of the CONTRACTOR's obligations to fulfill the requirements of this Article.

The 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

The 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, the 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 the 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, the 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 $1,000,000.00 for Employer's Liability.

8. Liability Insurance

The 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 $2,000,000 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.
- The 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

The CONTRACTOR shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Amount, as security for the faithful performance and payment of all of the 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. The 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.

The 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 the 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 the CONTRACTOR shall promptly notify the 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, CONTRACTOR may exclude the CONTRACTOR from the Project Site and exercise CONTRACTOR's termination rights under Article 9.

Upon request, the 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 16 - COMMENCEMENT OF STATUTORY LIMITATION PERIOD

1. The Commencement of Statutory Limitation Periods between the CITY, CONTRACTOR, and assignees are as follows:

   - **Before Substantial Completion**. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations will commence to turn and any alleged cause of action will be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
   - **After Final Certificate for Payment**. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations will commence to run and any alleged cause of action will be deemed to have accrued in any and all events not later than the act or failure to act by the CONTRACTOR, pursuant to any warranty provided under the Contract Documents, the date of any correction of the Work or failure to correct the Work by the CONTRACTOR or date of actual commission of any other act or failure to perform any duty or obligation by the CONTRACTOR or CITY, whichever occurs last.

2. Concerning Latent Defects and Fraud

   As to latent defects and fraud, the applicable statute of limitations will commence upon the date of discovery or the date discovery of the defect should reasonably have occurred.

3. Sovereign Immunity

   The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statues. Notwithstanding anything set forth in any section, article or paragraph of this Contract to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, will not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Contract will inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

ARTICLE 17 - MISCELLANEOUS PROVISIONS

1. Governing Law

   This Contract is governed by the laws of the State of Florida.

2. 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.

3. Successors and Assigns

   The CITY and CONTRACTOR respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract will assign the Contract as whole without the written consent of the other. If either party attempts to make such an assignment without such written consent, that party will nevertheless remain legally responsible for all obligations under the Contract.

4. Written Notice

   Written notice will be deemed to have been duly served if delivered in person or 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 at or sent by registered or certified mail to the last business address known to the party giving notice.

   Both the addresses given in the Bid Form upon which this Contract is founded and the CONTRACTOR's office at or near the site of work are designated as places to either of which notices, letters and other communication to the CONTRACTOR will be certified mailed or delivered. The delivering at the above named place or depositing of a postage paid communication or directed to the first name, place, in any post office box, regularly maintained by the post office department of any notice, letter, or other communication to the CONTRACTOR will be deemed sufficient service on the CONTRACTOR; and the date of this service will be the date of such delivery or mailing.

5. Limitation of Liability

   The CITY will be liable only to the extent of its interest in the Project; and no elected official, officer, agent, or employee of the 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 the CITY ever succeeds to the CONTRACTOR's rights or obligations under a Subcontract.

The 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.

6. Validity, Severability, and Reformation

The validity, interpretation, construction, and effect of this Contract will be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Contract held to be void or unenforceable under any law will be deemed stricken, and all remaining provisions will continue to be valid and binding upon the parties. The parties agree that this Contract will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

7. Public Records

The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records herein under Florida law include, but are not limited to: records related to the entry, management and implementation of the contract itself; emails/correspondence between the CITY and the CONTRACTOR related to the contract; emails or correspondence from all other entities related to the contract (i.e., subcontractors, suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and all vendor invoices. The CONTRACTOR agrees, to the extent required by law, to:

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

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

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

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

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

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, City of Treasure Island
120 – 108th Avenue
Treasure Island, Florida 33706
Phone: (727)-547-4575
Fax: (727)-547-4582
rnickerson@mytreasureisland.org

THE CONTRACTOR ACKNOWLEDGES THAT THE CITY OF TREASURE ISLAND CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF TREASURE ISLAND OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT.

8. Cumulative Remedies

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

9. Limitation of Damages

With respect to any and all Claims, disputes subject to final resolution, and other matters at issue, neither CITY nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, will be liable to CONTRACTOR for any claims, costs, losses, or damages sustained by CONTRACTOR on or in connection with any other project or anticipated Project.

10. No Waiver

A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

11. Survival of Obligations

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of CONTRACTOR.

12. Headings

Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

13. Inspection.

The CONTRACTOR and any Subcontractors understand and will comply with Section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to that section.

[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

C & T Contracting Services, LLC
(name of corporation or business)

BY: Christopher Telson
(title of authorized corporate officer or individual)

WITNESS:

Hannah Lamon
Digitally signed by Hannah Lamon
DN: C=US, E=hannah@ctcontractingservices.com, O="C&T Contracting Services, LLC", CN=Hannah Lamon
Date: 2022.03.07 17:04:59-05'00'
Signature

Hannah Lamon
Printed Name

Christopher Telson
Digitally signed by Christopher Telson
DN: C=US, E=chris@ctcontractingservices.com, O="C&T Contracting Services, LLC", CN=Christopher Telson
Date: 2022.03.07 17:04:42-05'00'
Signature

Christopher Telson
Printed Name

As To
CITY OF TREASURE ISLAND

ATTEST | City Clerk:

Celine Kidwell
Signature

City Manager:

Signature

Exhibit A: Bid Schedule

Small Project General Contractor | RFP 22-019

TRADES	Labor Rates Per Hour* Year 1	Year 2	Year 3
(1) GENERAL CONTRACTOR			
Project Manager	$ 120.00	$ 126.00	$ 132.30
Superintendent	$ 85.00	$ 89.25	$ 93.71
Foreman	$ 75.00	$ 78.75	$ 82.69
Laborer**	$ 60.00	$ 63.00	$ 66.15
Administrative Staff	$ 45.00	$ 47.25	$ 49.61
(2) PLUMBING			
Superintendent	$ 100.00	$ 100.00	$ 100.00
Foreman	$ 100.00	$ 100.00	$ 100.00
Journeyman	$ 100.00	$ 100.00	$ 100.00
Laborer**	$ 100.00	$ 100.00	$ 100.00
(3) MECHANICAL / HVAC			
Superintendent	$ 100.00	$ 100.00	$ 100.00
Foreman	$ 100.00	$ 100.00	$ 100.00
Journeyman	$ 100.00	$ 100.00	$ 100.00
Laborer**	$ 100.00	$ 100.00	$ 100.00
(4) ROOFING			
Superintendent	$ 100.00	$ 100.00	$ 100.00
Foreman	$ 100.00	$ 100.00	$ 100.00
Laborer**	$ 100.00	$ 100.00	$ 100.00
(5) UNDERGROUND UTILITIES			
Superintendent	$ 80.00	$ 84.00	$ 88.20
Foreman	$ 70.00	$ 73.50	$ 77.18
Laborer**	$ 60.00	$ 63.00	$ 66.15
(6) ELECTRICAL			
Superintendent	$ 84.85	$ 84.85	$ 87.24
Foreman	$ 79.49	$ 79.49	$ 82.67
Journeyman	$ 70.20	$ 70.20	$ 71.65
Laborer**	$ 64.42	$ 64.42	$ 65.86

Exhibit A: Bid Schedule

Small Project General Contractor | RFP 22-019

TRADES	Labor Rates Per Hour* Year 1	Year 2	Year 3
(7) FENCE ERECTION			
Superintendent	$ 125.00	$ 125.00	$ 125.00
Foreman	$ 110.00	$ 110.00	$ 110.00
Laborer**	$ 70.00	$ 70.00	$ 70.00
(8) FLATWORK CONCRETE			
Superintendent	$ 80.00	$ 84.00	$ 88.20
Foreman	$ 70.00	$ 73.50	$ 77.18
Laborer**	$ 60.00	$ 63.00	$ 66.15
(9) GARAGE DOOR			
Superintendent	$ 100.00	$ 100.00	$ 100.00
Foreman	$ 100.00	$ 100.00	$ 100.00
Laborer**	$ 100.00	$ 100.00	$ 100.00
(10) GLASS & GLAZING			
Superintendent	$ 100.00	$ 100.00	$ 100.00
Foreman	$ 100.00	$ 100.00	$ 100.00
Laborer**	$ 100.00	$ 100.00	$ 100.00
(11) IRRIGATION SYSTEMS			
Superintendent	$ 100.00	$ 100.00	$ 100.00
Foreman	$ 100.00	$ 100.00	$ 100.00
Laborer**	$ 100.00	$ 100.00	$ 100.00
(12) MARINE			
Superintendent	$ 100.00	$ 100.00	$ 100.00
Foreman	$ 100.00	$ 100.00	$ 100.00
Laborer**	$ 100.00	$ 100.00	$ 100.00
(13) PAINTING			
Superintendent	$ 100.00	$ 100.00	$ 100.00
Foreman	$ 100.00	$ 100.00	$ 100.00
Laborer**	$ 100.00	$ 100.00	$ 100.00

Exhibit A: Bid Schedule

Small Project General Contractor | RFP 22-019

TRADES	Labor Rates Per Hour* Year 1	Year 2	Year 3
(14) PAVING			
Superintendent	$ 100.00	$ 100.00	$ 100.00
Foreman	$ 100.00	$ 100.00	$ 100.00
Laborer**	$ 100.00	$ 100.00	$ 100.00
(15) PLASTER, STUCCO, & LATH			
Superintendent	$ 100.00	$ 100.00	$ 100.00
Foreman	$ 100.00	$ 100.00	$ 100.00
Laborer**	$ 100.00	$ 100.00	$ 100.00
(16) STRUCTURAL MASONRY			
Superintendent	$ 80.00	$ 84.00	$ 88.20
Foreman	$ 70.00	$ 73.50	$ 77.18
Laborer**	$ 60.00	$ 63.00	$ 66.15

COMPANY NAME: C&T Contracting Services, LLC

FIRST AMENDMENT TO CONTRACT AND GENERAL CONDITIONS FOR CONSTRUCTION SERVICES

This First Amendment to the Contract and General Conditions for Construction Services ("First Amendment"), is entered into this 12 day of May, 2025 ("Effective Date") by and between C&T Contracting Services, LLC, a Florida limited liability company with a principal place of business of 11023 Countryway Blvd, Tampa, FL 33626 ("CONTRACTOR") and the City of Treasure Island, Florida, a municipal corporation ("CITY")(collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties previously entered into an agreement for CONTRACTOR to serve the City as a small project general contractor on May 3, 2022 pursuant to the CITY's RFP # 22-019 ("Agreement"); and

WHEREAS, the Agreement was for an initial term of three years and is set to expire on May 3, 2025; and

WHEREAS, pursuant to RFP # 22-019, the initial term may be renewed for one two-year renewal term; and

WHEREAS, the Parties desire to amend the Agreement as described below and extend the Agreement for a single two-year renewal term.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

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

2. The Agreement is hereby renewed for one two-year renewal term commencing on May 3, 2025, and expiring on May 31, 2027, unless terminated earlier by the City.

3. Article 17, Section 7 of the Agreement is hereby amended to read as follows:

The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records herein under Florida law include, but are not limited to: records related to the entry, management and implementation of the contract itself; emails/correspondence between the CITY and the CONTRACTOR related to the contract; emails or correspondence from all other entities related to the contract (i.e., subcontractors, suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and all vendor invoices. The CONTRACTOR agrees, to the extent required by law, to:

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

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

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

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

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

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, City of Treasure Island
120 – 108th Avenue
Treasure Island, Florida 33706
Phone: (727)-547-4575
Fax: (727)-547-4582

~~**THE CONTRACTOR ACKNOWLEDGES THAT THE CITY OF TREASURE ISLAND CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF TREASURE ISLAND OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT**~~

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. 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: Telephone number: 727-547-4575;n E-mail address: cityclerk@mytreasureisland.org; Mailing address: Attn: City Clerk, 10451 Gulf Blvd, Treasure Island, FL 33706

4. Article 17, Section 14 of the Agreement is hereby created to read as follows:

Scrutinized Companies.

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

5. Article 17, Section 15 of the Agreement is hereby created to read as follows:

Foreign Countries of Concern.

Pursuant to section 286.101, Florida Statutes, CONTRACTOR shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern.

CONTRACTOR's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. CONTRACTOR represents that within one (1) year before proposing any contract to the CITY, CONTRACTOR provided a copy of such disclosure to the Florida Department of Financial Services.

6. Article 17, Section 16 of the Agreement is hereby created to read as follows:

Use of Funds.

CONTRACTOR agrees that CONTRACTOR does not and will not, nor will it allow a subcontractor to, use any funds from the CITY for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.

7. Article 17, Section 17 of the Agreement is hereby created to read as follows:

E-Verify.

CONTRACTOR shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Agreement. CONTRACTOR shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of CONTRACTOR. CONTRACTOR may not enter into a contract with a subcontractor to perform work under this Agreement unless and until the subcontractor registers with and uses the E-Verify system. If CONTRACTOR enters into a contract with a subcontractor to perform work under this Agreement, CONTRACTOR must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR must maintain copies of all such affidavits for the duration of this Agreement. CITY may terminate this Agreement for cause if CITY determines that CONTRACTOR or CONTRACTOR's subcontractor has not complied with any applicable provision of sections 448.09 or 448.095, Florida Statutes, as may be amended. CITY will terminate this Agreement for cause if CITY has a good faith belief that CONTRACTOR has

knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the CITY has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but CITY determines that CONTRACTOR otherwise complied with section 448.09(1), Florida Statutes, as may be amended, CITY will notify CONTRACTOR as such, and CONTRACTOR must immediately terminate CONTRACTOR's contract with said subcontractor. If this Agreement is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this Agreement and may not be considered as such; (b) CONTRACTOR may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated; and (c) CONTRACTOR is liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

8. Article 17, Section 18 of the Agreement is hereby created to read as follows:

United States-produced Iron and Steel in Public 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.

9. Article 18 of the Agreement is hereby created to read as follows:

ARTICLE 18 - FEDERAL FUNDING

CONTRACTOR acknowledges that the CITY may make payments under this Agreement 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 Agreement 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 Agreement, the CITY may take any administrative, contractual, or legal remedies available to it at law. Notwithstanding any other provision of this Agreement, the CITY may terminate the Agreement immediately upon any such violation or breach. This provision supplements any other remedies provided for in the Agreement. In the event of conflict, this provision governs.

B. Termination for Cause and Convenience. This provision applies only if this Agreement 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 Agreement 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 Agreement shall be deemed terminated, all obligations under this Agreement 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 Agreement 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 Agreement; (b) CONTRACTOR fails to perform in the manner called for in this Agreement; or (c) CONTRACTOR does not provide services in accordance with the requirements of the specifications in this Agreement. 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 Agreement. In the event of conflict, this provision governs.

C. **Rights to Inventions.** If the Agreement meets FEDERAL AGENCY's definition of funding agreement 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 Agreement 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 Agreement 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 Agreement 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 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

G. **Procurement of Recovered Materials.** In the performance of this Agreement, 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 Agreement performance schedule; (2) meeting Agreement 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 Agreement 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.

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

IN WITNESS WHEREOF, the Parties to this First Amendment have caused the same to be signed by their respective duly authorized representatives as of the Effective Date.

CONTRACTOR:

By: _____

Print name: Chris Telson

Its: C&T Contracting Services

Date: 4/4/2025

CITY OF TREASURE ISLAND, FLORIDA

_____

Mayor

Date: 5/7/2025

ATTEST:

_____

City Clerk

AGENDA ITEM NO. F.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: December 2, 2025

SUBMITTED BY: Lisa-Marie Kennedy, Administration

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Second and Final Reading of Ordinance 2025-33, Mandatory Lot Mowing Program (Commissioner Clark)

BACKGROUND:

Chapter 18, Section 18-37 of the Code of Ordinances of the City of Treasure Island currently prohibits unhealthful accumulations as public nuisances. The City Commission wishes to clarify and strengthen these provisions by explicitly specifying that grass growth in excess of ten (10) inches shall be deemed a public nuisance and/or a threat to health and/or public safety.

In addition, revisions to Section 18-38 establish detailed procedures for abatement, cost recovery, and appeal rights consistent with Chapter 162, Florida Statutes. The updates include:

- A defined grass height threshold of 10 inches.
- Clarified notice and compliance timeframes for property owners.
- Authorization for the City to abate violations after notice and to recover associated costs, administrative fees, and lien preparation expenses.
- Procedures for property owners to appeal violations or abatement costs to the City's Code Enforcement Board/Special Magistrate.
- Establishes an appeals process

These amendments improve enforceability, transparency, and alignment with state law, ensuring fair due process and effective nuisance abatement.

POLICY/PURPOSE:

To promote public health, safety, and welfare by specifying conditions constituting a nuisance and establishing clear procedures for enforcement, abatement, and cost recovery in accordance with Florida Statutes.

STRATEGIC PLAN RELEVANCE:

Goal 2: Maintain a safe community.

ANALYSIS/DISCUSSION:

Revisions to Section 18-38 establish detailed procedures for abatement, cost recovery, and appeal rights consistent with Chapter 162, Florida Statutes. The updates include:

- A defined grass height threshold of 10 inches.
- Clarified notice and compliance timeframes for property owners.
- Authorization for the City to abate violations after notice and to recover associated costs, administrative fees, and lien preparation expenses.
- Procedures for property owners to appeal violations or abatement costs to the City's Code Enforcement Board/Special Magistrate.

These amendments improve enforceability, transparency, and alignment with state law, ensuring fair due process and effective nuisance abatement.

FUNDING:

Administrative fees and cost recovery mechanisms will offset City expenses incurred for nuisance abatement and lien processing. No additional budget impact is anticipated.

MOTION:

Move to approve Ordinance No. 2025-33 at the second and final reading and public hearing.

ATTACHMENTS:
Ordinance 2025-33 Lawn Maintenance.docx
64375 affidavit.pdf

ORDINANCE 2025-33

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 18, ARTICLE II OF THE CODE OF ORDINANCES OF THE CITY OF TREASURE ISLAND, FLORIDA, RELATING TO ABATEMENT OF NUISANCES; ADDING GRASS IN EXCESS OF TEN (10) INCHES AS A NUISANCE; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 18, Section 18-37 of the Code of Ordinances of the City of Treasure Island ("Code"), Florida, prohibits unhealthful accumulations as public nuisances; and

WHEREAS, the City Commission of the City of Treasure Island wishes to specify that growth of grass in excess of ten (10) inches shall be deemed a public nuisance; and

WHEREAS, the City Commission finds that this Ordinance is 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, Article II of the Code of Ordinances of the City of Treasure Island, Florida, relating to Nuisances, is hereby amended and shall read as follows:

(Underlined terms are additions; ~~stricken~~ terms are deletions from the original text)

Sec. 18-37. - Unhealthful accumulations and excessive vegetation growth declared public nuisance.

(a) It shall be unlawful and shall constitute a public nuisance for any owner or occupant of property within the city to create, allow, permit, tolerate or maintain upon such property or within their premises, or the streets, public ways, rights-of-way or easements adjacent thereto, any pools of water or stagnant water or any building materials, refuse, rubble, trash, filth, waste, junk, motor vehicle bodies or parts or disabled boats or marine parts, or old lumber, or any excessive growth of weeds or other vegetation or any other rank or noxious plants, vegetation or matter, or grass in excess of ten (10) inches, or any other conditions or matter conducive to the breeding of mosquitos or to infestation by rats, rodents or other vermin, or the breeding, concealing or harboring of rats, rodents, snakes,

dangerous reptiles or animals, insects or vermin or anything which may cause disease, or affect the health of the inhabitants of the city, or anything that endangers, injures or impairs the public health and safety of the inhabitants of the city.

(b) It shall be the duty and responsibility of all owners or occupants of property within the city, whether improved or vacant, to take such steps as are necessary to prevent, keep down, cut, remove, drain, fill up or otherwise abate and remedy the aforesaid matters and things, prohibited acts, matter and conditions, and nuisances or similar unsanitary conditions in or upon their property or within their premises or the streets, rights-of-way, public ways or adjacent public easements.

Sec. 18-38. – Abatement.

(a) Whenever the city manager, his designee or any city code inspector shall find that any of the enumerated matters and things, conditions, nuisances or similar unsanitary conditions exist or have arisen or are being perpetrated, created, permitted, tolerated, maintained or allowed to arise, accumulate or exist in or upon any property or within any premises or the streets and public rights-of-way, easements and ways adjacent thereto within the city, he shall order that condition or nuisance immediately be abated by the owner or occupant of the property or premises. He shall give written notice to the owner and/or occupant of the premises or to such owner's and/or occupant's agent, at his last address as shown on the assessment roll or tax records or the voting records briefly stating the nature of the unsanitary condition, nuisance or violation of the terms and provisions of this article and requesting that they be remedied.

(b) If the written request required in subsection (a) of this section is not complied with within fourteen days from the date of notice, or within such additional time as may be specified in the notice, the city manager or other authorized official of the city shall cause the necessary work to be done to abate, remove or remedy such condition or nuisance or violation and to put such property or premises and the streets or public ways, rights-of-way or easements adjacent thereto in good sanitary condition and in compliance with the terms and provisions of this article and shall send to the owner or occupant, or to his agent a statement of the cost of the work; and if the cost is not paid to the city within ten days after mailing of such statement to the owner or occupant, or his agent, the cost of abating or remedying the condition or nuisance or violation, including the cost of mailing, clerical and filing or recording expenses, shall become a lien on such property or premises. The city clerk shall file notice of lien in the office of the clerk of the circuit court of the county. The lien shall continue in full force and effect until paid, and shall draw interest at the legal rate from the time of filing in the office of the clerk of the circuit court until paid in full; and the lien may be foreclosed and the property sold to satisfy the lien in

the same manner as other municipal liens against real property are enforced, foreclosed and collected according to law or as provided by law in suits to foreclose mortgages.

(c) If the City abates a public nuisance in accordance with Paragraph (b) above, in addition to the costs of such abatement, the owner shall pay the City an administrative fee in the amount of one hundred dollars ($100.00) and shall reimburse the City for the cost of preparing and recording a lien against the owner's property. An owner's failure to pay the invoiced costs incurred by the City, including the administrative fee and the cost of preparing and recording a lien against the owner's property, shall constitute a violation of this Article.

(d) The notice to the owner provided for in Paragraph (a) above shall advise the owner of the specific violations with which the owner is charged, setting out the location of the property on which the violation occurs, describing the nature of the violation and identifying the provisions of the City code violated; advise the owner that, within fourteen days from the date of notice, or within such additional time as may be specified in the notice, the owner must remedy the violation or authorize the City to remedy at the owner's expense; advise the owner what the estimated direct costs shall be for the City to remedy the violation; advise the owner that the charge to the owner for the City to remedy the violation shall include an administrative fee in the amount of one hundred dollars ($100.00); advise the owner that, if the owner takes no action and the City remedies the violation or if the owner authorizes the City to remedy the violation and fails to pay the charges within ten (10) days after the date of the billing invoice, such charges, along with the cost of preparing and recording a lien, shall become a lien against the property; and advise the owner that such failure to pay shall be deemed a violation of this Article.

(e) Any record owner may appeal to the City's Code Enforcement Board/Special Magistrate ("Code Board") under Ch. 162, F.S., by submitting a request in writing to the City Clerk identifying the property address, parcel ID, contact information, and issues. Pre-abatement: Within 10 days after notice under Sec. 18-38(a), the owner may appeal the existence of a violation under Sec. 18-37; a timely appeal stays the City's abatement under Sec. 18-38(b) pending the Code Board or Special Magistrate's order, except the City Manager may authorize summary abatement upon a written finding of an imminent threat to health, safety, or welfare. Post-abatement: Within 15 days after an invoice under Sec. 18-38(b) The owner may appeal the existence of the violation (if no pre-abatement appeal occurred) and/or the necessity, scope, accuracy, or reasonableness of abatement costs or the administrative fee; a timely appeal stays lien recordation, and interest accrues as provided by law. The City shall provide at least 10 days' hearing notice by first-class mail to the owner's address on the property appraiser's roll and by posting, consistent with s. 162.12, F.S. Hearings are conducted pursuant to Ch. 162, F.S.

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:

_____
Gavin Rollins, City Attorney

64375

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett 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 2025-33 was published in said newspaper by print in the issues of 11/12/25 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 _____

Sworn to and subscribed before me this **11/12/2025**

Signature of Notary of Public

Personally known **X** or produced identification.

Type of identification produced _____

Notary Public State of Florida
Jean M Mitotes
My Commission HH 577686
Expires 7/31/2028

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 2025-33. The public hearing will be held on Tuesday, December 2, 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 2025-33

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 18, ARTICLE II OF THE CODE OF ORDINANCES OF THE CITY OF TREASURE ISLAND, FLORIDA, RELATING TO ABATEMENT OF NUISANCES; ADDING GRASS IN EXCESS OF TEN (10) INCHES AS A NUISANCE; 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 2025-33 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

198

11/12/2025 DB

64375-1

AGENDA ITEM NO. F.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: December 2, 2025

SUBMITTED BY: Matthew Storandt, Finance

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: First reading of Ordinance 2025-36, for Expense of Beach Pavilion and Treasure Bay Clubhouse Repairs, and adding an FTE Community Development Administrative Assistant

BACKGROUND:

In September and October 2024 the City sustained damage from Hurricanes Helene and Milton, the City incurred extra expenses and revenue losses due to such damages. During the August 5, 2025 Board of Commissioner's meeting, ORDANANCE 2025-10 was unanimously approved to amend the budget to accept the proceeds received from World Risk Management in the amount of $2,526,077.83. this was for damages including general damage assessment, invoices, revenue losses and other miscellaneous damages.

The Community Development Administrative Assistant role is critical for the maintaining of the department's workflow, coordination with other departments, and ensuring efficient operations in areas such as planning, zoning, code enforcement, and planning.

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 $350,000.00 for the expense of repairs for the Beach Pavilion, $275,000.00 for the expense of repairs for the Treasure Bay Clubhouse and $30,000.00 for the salary of a Fulltime Community Development Administrative Assistant Employee.

STRATEGIC PLAN RELEVANCE:

This is a regulatory step related to a budget amendment AND City Manager Purchase Authority.

ANALYSIS/DISCUSSION:

Hurricane Helene caused significant damage to the City's Beach Pavilion due to both storm surge and sustained flooding. In addition to water intrusion, the force of the surge pushed a substantial amount of sand beneath the structure. This accumulation of sand created upward pressure on the decking, resulting in sections of the deck lifting, shifting, and becoming unsafe for public use.

Staff conducted a post-storm assessment and determined that repairs are necessary to restore structural integrity and ensure the pavilion remains safe and compliant for public access. The work will include removal of impacted decking, reinforcement or replacement of compromised framing components, and installation of new, secure decking and painting. These repairs are essential to prevent long-term deterioration and to return this heavily used public amenity to service as quickly as possible.

The Treasure Bay Clubhouse experienced interior and exterior impacts from the flooding associated with Hurricane Helene. Rising water infiltrated the lower portions of the building, causing damage to flooring, baseboards, wall materials, and electrical components. Moisture intrusion also created conditions requiring immediate remediation to prevent mold growth and additional structural damage.

Staff inspections confirmed that restoration work is required to bring the facility back to operational standards. Repairs will include replacement of damaged interior finishes, restoration of affected electrical systems. Given the importance of the clubhouse for community activities, timely repair is critical to minimize service disruptions.

The Community Development Administrative Assistant role is being added to assist the Department Director with the necessary daily administrative duties required of the new property maintenance ordinance, assist codes with short-term rentals, and help with permitting and other departmental tasks as necessary.

FUNDING:

This budget amendment aims to provide required repairs to the Beach Pavilion and the Treasure Bay Clubhouse and add an FTE position for the Community Development Administrative

Assistant. These monies will be booked to funds as follow:

- $655,000.00 in General Fund

MOTION:

I move to approve Ordinance No. 2025-36 at this first public hearing and to schedule it for a second reading at the December 16th, regular Commissioner's Board meeting.

ATTACHMENTS:
ORDINANCE_2025-36-Bch Pavilian&Tres Bay Clubhouse Repair&CD Admin Assistant.docx
Budget Amendment 2025-36.xlsx

ORDINANCE 2025-36

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2026 GENERAL FUND BUDGETS TO RECOGNIZE ADDITIONAL EXPENSES OF $625,000 FOR EXPENSE OF BEACH PAVILIAN AND TREASURE BAY CLUBHOUSE REPAIRS, AND ADDING A FTE COMMUNITY DEVELOPMENT ADMINIATRATIVE ASSISTANT 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 $350,000.00 for the expense of repairs for the Beach Pavilion, $275,000.00 for the expense of repairs for the Treasure Bay Clubhouse, and $30,000.00 salary expense for a Fulltime Community Development Administrative Assistant Employee.

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 $655,000.00 in General Fund toward the repairs for the Beach Pavilion and the Treasure Bay Clubhouse, and for the salary of the Community Development Administrative Assistant position.

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 $655,000.00 in General Fund toward the repairs for the Beach Pavilion and the Treasure Bay Clubhouse, and CDD Administrative Assistant Employee.

SECTION 3. That allocation of said funds shall be as follows:

<u>General Fund - Expenses</u>		
REPAIR/MAINT BLDG/EQUIP	001 5721 46900	$350,000.00
REPAIR/MAINT BLDG/EQUIP	001 5722 46900	$275,000.00
Salaries	001 5242 12000	$30,000,00

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 2nd day of December, 2025.

SECOND READING and PUBLIC HEARING on the 6th day of January, 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

BUDGET AMENDMENT

DATE: 2025-12-02

FY 2026

TO: City of Treasure Island City Manager

Ord. # 2505-36

FROM: Victor Ortiz, Chief Financial Officer

SUBJECT: FY 2026 CIP Adjustment

REVENUE

Fund	*Acct.*	*Name*	*Proceeds for:*	*TOTAL*
			Total	**$ -**

EXPENSE:

Fund	*Prog.*	*Acct.*	*Name*		*TOTAL*
001	5721	46900	Beach Pavilion Repairs	'FY 2026 budget amendment, General Fund Expense	$ 350,000.00
001	5722	46900	Treasure Bay Clubhouse Repairs	'FY 2026 budget amendment, General Fund Expense	$ 275,000.00
101	5242	12000	Fulltime Community Development Administrative Assistant Employee	'FY 2026 budget amendment, General Fund Expense	$ 30,000.00
				Total	**$ 655,000.00**

EXPLANATION:

City of Treasure Island shall (a) budget $350,000.00 for the required repairs to the Beach Pavilions to the Beach Pavilion, (b) budget $275,000.000 for the required repairs to the Treasure Bay Clubhouse, and (c) budget $30,000.00 for the salary of a Fulltime Community Development Administrative Assistant Employee.

		DATE
Chief Financial Officer:		
City Manager:		
Completed by Finance:		

AGENDA ITEM NO. F.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: December 2, 2025

SUBMITTED BY: Ralf Brookes, Administration

ITEM TYPE: Resolutions

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Adoption of Resolution 2025-27, Electing to Not Exempt Property From Ad Valorem Property Tax

BACKGROUND:

The State of Florida's Live Local Act created a new property tax exemption for apartment complexes that offer certain income-restricted rental units. Cities are allowed to "opt-out" of providing this exemption, but only if a required annual housing report from the University of Florida (the Shimberg Report) shows that the area already has enough affordable units. This year, because of the Federal Government Shutdown, the 2025 Shimberg Report is delayed and will not be released until later in December—after the statutory deadline for cities to act. To avoid losing the ability to opt-out if the upcoming report shows our City is eligible, the City is adopting this Resolution conditionally. It will only take effect if the delayed Shimberg Report, once released, confirms that the City qualifies under state law.

POLICY/PURPOSE: Conditionally adopt Resolution 2025-27.

STRATEGIC PLAN RELEVANCE: .

ANALYSIS/DISCUSSION:

Adoption of the opt-out Resolution will result in the city potentially receiving a slightly higher share of ad valorem tax monies than without the opt-out Resolution. The City adopts this resolution conditionally, to become effective only if the Report supports the statutory findings required by F.S.

196.1978(3)(o). The deadline to adopt the resolution is before the January 1, 2025, statutory deadline.

FUNDING: .

MOTION: Move to adopt Resolution 2025-27.

ATTACHMENTS:
Resolution 2025-27.docx

RESOLUTION NO. 2025-27

A RESOLUTION OF THE CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA, PURSUANT TO SECTION 196.1978(3)(o), FLA. STAT., ELECTING TO NOT EXEMPT PROPERTY FROM AD VALOREM PROPERTY TAX UNDER SECTION 196.1978(3)(d)1.a., FLA. STAT., COMMONLY KNOWN AS THE "LIVE LOCAL ACT PROPERTY TAX EXEMPTION"; PROVIDING FOR INCORPORATION OF RECITALS, REQUIRED FINDINGS, DIRECTION TO THE MAYOR, DIRECTION TO THE CITY MANAGER, APPLICABILITY, SEVERABILITY, AND A CONDITIONAL EFFECTIVE DATE.

WHEREAS, Section 196.1978(3), Florida Statutes (the "Live Local Act Property Tax Exemption") requires the Pinellas County Property Appraiser to exempt certain rental properties from ad valorem taxes if such properties meet the statutory criteria; and

WHEREAS, beginning with the 2025 tax roll, §196.1978(3)(o), Fla. Stat., allows taxing authorities to "opt-out" of providing the Live Local Act Property Tax Exemption for units in multifamily projects used to house natural persons or families whose annual household income is between 80% and 120% of the median annual adjusted gross income for households within the metropolitan statistical area ("MSA"), or, if not within an MSA, within the county in which the person or family resides (the "80 to 120 Tax Exemption"), if the taxing authority finds that the latest Shimberg Center for Housing Studies Annual Report, prepared pursuant to §420.6075, Fla. Stat. ("Shimberg Annual Report"), identifies that the number of affordable and available units in the MSA or region is greater than the number of rental households in the MSA or region for natural persons or families who meet the income criteria; and

WHEREAS, the City of Treasure Island relies upon the annual Shimberg Annual Report to determine whether it is eligible to exercise the opt-out authority set forth in §196.1978(3)(o), Fla. Stat.; and

WHEREAS, due to the Federal Government Shutdown occurring in late 2025, the compilation, review, and release of the 2025 Shimberg Annual Report has been delayed and is not expected to be available until later in December 2025; and

WHEREAS, because the Report is not yet available, Treasure Island cannot presently determine whether it is eligible to opt-out of the Live Local Act Property Tax Exemption; and

WHEREAS, in order to ensure compliance with statutory deadlines and to preserve Treasure Island's ability to opt-out in the event the forthcoming Shimberg Annual Report shows that Treasure Island is eligible, the City Commission desires to adopt this Resolution conditionally, to become effective only if the Report supports the statutory findings required by §196.1978(3)(o), Fla. Stat.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF TREASURE ISLAND, FLORIDA:

SECTION ONE. INCORPORATION OF RECITALS. The "WHEREAS" clauses set forth above are incorporated herein by reference and represent the legislative findings of the City Commission supporting the need for this Resolution.

SECTION TWO. OPT-OUT ELECTION; REQUIRED FINDINGS. The City Commission hereby states its intent to elect not to exempt properties eligible for the 80 to 120 Tax Exemption pursuant to §196.1978(3)(o), Fla. Stat., but only if and upon the condition that the 2025 Shimberg Annual Report, upon its release, demonstrates that the City of Treasure Island is eligible under Florida law to make such an election. If eligibility is confirmed by the findings of the Report, Treasure Island hereby requests that the Pinellas County Property Appraiser not grant any such exemptions for the 2025 tax roll.

SECTION THREE. DIRECTION TO THE MAYOR. The Mayor, or in the Mayor's absence the Vice Mayor, is authorized to execute this Resolution only upon the publication or release of the 2025 Shimberg Annual Report confirming Treasure Island' eligibility to opt-out pursuant to Section Two of this Resolution.

SECTION FOUR. DIRECTION TO CITY MANAGER. Upon confirmation of eligibility, the City Manager is directed to provide an executed copy of this Resolution to the Pinellas County Property Appraiser prior to the statutory deadline.

SECTION FIVE. APPLICABILITY. This Resolution applies solely to ad valorem property tax levies imposed by the City of Treasure Island.

SECTION SIX. SEVERABILITY. If any provision of this Resolution is held invalid by a court of competent jurisdiction, or if any portion becomes preempted by state law, the affected provision shall be deemed stricken and the remainder shall continue in full force and effect.

SECTION SEVEN. CONDITIONAL EFFECTIVE DATE. This Resolution shall only take effect if, and upon the date that, the 2025 Shimberg Annual Report establishes that Treasure Island is eligible under §196.1978(3)(o), Fla. Stat., to elect not to provide the Live Local Act Property Tax Exemption. If the Report does not establish eligibility, this Resolution shall be null and void without further action of the City Commission.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA, THIS _____ DAY OF _____, 2025.

CITY COMMISSION, CITY OF
TREASURE ISLAND, FLORIDA.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Ralf Brookes, City Attorney

AGENDA ITEM NO. F.4

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 2, 2025
SUBMITTED BY:	David Green, Finance
ITEM TYPE:	Contracts
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Non-Exclusive License Agreement with Two Mermaids Beach Resort for Parking Access
BACKGROUND:	In May 2022 the City executed an agreement with the owner of the business at 10200 Gulf Blvd. for the licensing of 8 parking spaces within the City's right-of-way on 102nd Avenue West. The term of the agreement was 3 years. The agreement expired but the business owner would like to execute a new agreement and continue using the parking spaces for guest parking.
POLICY/PURPOSE:	The licensing of any City property for non-exclusive use requires the review and approval of the City Commission prior to execution.
STRATEGIC PLAN RELEVANCE:	This item would serve Goal 2 (Maximize the utilization of the City's resources) by ensuring the City is providing this vital service to a local business within the City at a fair rate.
ANALYSIS/DISCUSSION:	The prior and proposed agreements are both for the licensing of 8 parking spaces within the City's right-of-way on 102nd Avenue West. The previous agreement licensed each space at $600 annually, or $4,800 annually for the 8 spaces, with a maximum 5% yearly inflator. Due to the premium location of the right-of-way, the new agreement resets the rate to $1000 annually per space for an annual total of $8000. Staff believes the new initial rate of $1000 per space with the same 5% annual inflator, as previously implemented, is a fair option for both the City and the licensee. Because this agreement is based upon providing access,

rather than actual utilization, the licensee is required to make their monthly payments, regardless of actual space utilization.

The agreement permits the licensee use of the spaces for the sole purpose of guest parking. Licensee is not authorized to rent the parking spaces on an hourly, daily, or other basis at any time. Violation of this condition will result in immediate termination of the license.

The City may terminate the license at any time, for any reason, upon 5 calendar days' written notice to the licensee.

FUNDING: The revenues generated from these monthly billings are deposited into the Contractual Parking revenue in the General Fund (001-344530).

MOTION: I move to approve the 3-year license agreement between the City of Treasure Island and Two Mermaids Beach Resort, LLC located at 10200 Gulf Boulevard for the use of eight (8) parking spaces in the City's right-of-way at 102nd Avenue West.

ATTACHMENTS:
Parking Agreement - Two Mermaids 2026.pdf

Non-Exclusive License Agreement
Between
City of Treasure Island, FL and Two Mermaids Beach Resort, LLC

This Non-Exclusive License Agreement (hereinafter the "License") by and between the City of Treasure Island, Florida, a municipal corporation (hereinafter the "City"), and Two Mermaids Beach Resort, LLC, a Florida limited liability company with its principal address at 10200 Gulf Boulevard, Treasure Island, FL 33706 (hereinafter the "Licensee"), (collectively referred to as the "Parties"), is made and entered into on this_____ day of _____ 2025.

WITNESSETH

WHEREAS, 102nd Avenue West is used as a parking and public access of ingress and egress to the public beach (hereinafter "Right-of-Way"); and

WHEREAS, the Licensee is the owner of the real property adjacent to the Right-of-Way at 10200 Gulf Boulevard; and

WHEREAS, Licensee does not have any parking for its guests and public visiting its property; and

WHEREAS, Licensee has requested that the City provide it a license to use a portion of the Right-of-Way as eight (8) parking spaces for its guests, and that portion is designated on Exhibit A attached to this License and incorporated by reference ("Permitted Use Area"); and

WHEREAS, the Parties accordingly entered into a Non-Exclusive License Agreement on May 24, 2022, whereby the City granted a license to Licensee for the limited purpose of guest parking; and

WHEREAS, said agreement was for a three-year term; and

WHEREAS, the Parties desire to enter into a new license for the use of the Permitted Use Area for guest parking, subject to all of the requirements set forth in this License; and

WHEREAS, the City has determined that the Licensee's use of the Permitted Use Area will not unreasonably interfere with pedestrian access to the beach, public parking, or the public's general use of the Right-of-Way; and

WHEREAS, the City has determined that there continues to be a public benefit by granting this License to the Licensee for the limited purposes set forth below; and

WHEREAS, the City desires to provide safe parking for all of its property owners, residents and visitors; and

WHEREAS, there is a need for limitations and standards on any License to ensure the safety and welfare of the general public utilizing City-owned property; and

WHEREAS, the Licensee, by executing the acknowledgement of this License, consents to and agrees to be bound by all conditions of the granting of this License;

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants contained in this License, the City grants the Licensee the License for the Permitted Use Area conditioned on the Licensee's compliance with limitations as set forth in this License:

1. **Recitals Acknowledged.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **License Components.** This License, including any attached endorsements and exhibit(s), constitutes the entire License granted by the City to the Licensee, and may not be changed, modified, discharged or extended except by written endorsement duly executed on behalf of the City and Licensee. The Licensee agrees that no representations or warranties are binding on the City unless expressed in writing and included in this License.
3. **Endorsement Obligations.** The Licensee agrees to be bound by and to comply with the provisions of all endorsements enumerated in and attached to this License, as may be from time to time included, amended or modified by the City.
4. **Purpose, Scope, Uses.** The principal purpose of the City granting the privileges under this License is to accommodate the Licensee with parking for its guests and to generate revenue for the City. The Licensee is strictly limited to the following conditions:
    a. **Permitted Use Area and Permitted Uses.** The Licensee is permitted to utilize eight (8) parking spaces, shown in Exhibit A, for the sole purpose of guest parking. The parking spaces depicted in Exhibit A make up the entire Permitted Use Area. The parking spaces will be used to park vehicles in accordance with the City's Code of Ordinances, and state and federal laws. The Licensee agrees it will not allow any parking in the Permitted Use Area that obstructs the public's use of the remaining Right-of-Way. The Licensee is not authorized to rent the parking spaces on an hourly, daily, or other basis at any time. Violation of this condition will result in immediate termination of the License.
    b. **Litter and Debris.** The Licensee must not litter and must, at all times, keep the Permitted Use Area free and clean of trash and debris, and the Licensee will not allow any trash or debris generated from the Permitted Use Area to cause litter upon any of the adjacent City-owned property.
    c. **Tropical Storm or Hurricane Warning.** In the event of a tropical storm or hurricane warning issued for Pinellas County, the City may require the Licensee to remove any vehicles parked in the Permitted Use Area and cease any further parking of vehicles in the Permitted Use Area until the threat has passed.
    d. **Damage to Vehicles.** The City is not responsible for any damage to any vehicle parked in the Permitted Use Area, whether such damage is caused by other vehicles or persons utilizing the Permitted Use Area and surrounding areas.

e. **Items Left in Vehicles.** The City is not responsible for damage or loss to possessions or items left in vehicles parked on the Permitted Use Area or surrounding areas.

f. **Improvements.** Any improvement to the Permitted Use Area is strictly prohibited unless written permission is provided by the City Manager.

g. **No Unlawful Use.** The Licensee shall use the Permitted Use Area described in this License only for the purpose stated, and for no unlawful purposes whatsoever.

h. **Noise.** The Licensee must at all times assure that any users of the Permitted Use Area are in full compliance with all applicable City, County, or State noise ordinances and regulations.

i. **Signage.** The Licensee must not erect, construct or maintain any signage on the Permitted Use Area or other City-owned properties unless written approval is provided by the City Manager.

j. **Lighting.** The Licensee must not construct, erect or maintain, or allow any patron in the Permitted Used Area any lighting in violation of the City's lighting standards concerning the preservation and protection of turtles, or otherwise.

k. **Supervision and Personnel.** The Licensee shall assure that competent and experienced personnel are employed on the Permitted Use Area as needed, in order to assure that there is full compliance with all terms and limitations of this License.

5. **Fees, Payments and Term.** Licensee will pay to the City the sum of $1,000.00 per space per year. As stated above, the Permitted Use Area consists of eight (8) parking spaces identified in Exhibit A. The total compensation owed to the City is $8,000.00 per year. This license fee may be adjusted by the City from time to time not to exceed more than one increase per year with a 5% maximum per year. The term of the License is for a period of three (3) years, beginning on the effective date of this License, subject to the City's right to terminate. The Licensee will be required to obtain and pay annually for a current Business Tax Receipt from the City.

6. **No Waiver of Applicable Regulations.** Nothing in this License will be construed to exempt the Licensee from full compliance with all applicable laws and regulations. Prior to using the Permitted Use Area and throughout the term of this License, the Licensee agrees to obtain all necessary permits and to otherwise fully comply with all requirements of the City, Pinellas County and the State of Florida as may be required by law pertaining to the Licensee's use of the Permitted Use Area.

7. **Limitations of Interest.** The Licensee further agrees that the Licensee will not obtain any prescriptive rights, easements, or other legal or equitable interest in the Permitted Use Area by reason of the execution of this License, or by compliance with the terms of this License by the Licensee. Ownership of the Permitted Use

Area, as defined in this License, will at all times remain with the City and the Licensee must not do anything inconsistent with the City's ownership rights to the Permitted Use Area.

8. **Encumbrances.** The granting of this License does not vest in the Licensee any interest in the Permitted Use Area as defined in this License. The Licensee must not mortgage, encumber or lien the Permitted Use Area, and the Licensee must not cause or create any interests in real estate or any encumbrances upon the Permitted Use Area.

9. **Hold Harmless and Indemnity.** The Licensee must indemnify and hold harmless the City, its officers, agents and employees of the City from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees and costs arising out of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether concurring or contributory) of the Licensee, or the officers, agents, independent contractors, employees or invitees of the Licensee, arising out of or in connection with, directly or indirectly, the License, or in the use of the Permitted Use Area. Such obligation must not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the License. This indemnification provision will not be limited to the amount of insurance required by this License. This indemnification provision will survive five (5) years following the termination or expiration of this License. Nothing contained in this License will be construed as a waiver of any immunity from or limitation of liability the City may have under this doctrine of sovereign immunity or Section 768.28, Florida Statutes. The Licensee obligations under this Article do not include or extend to the liability of any City employee.

10. **Insurance.** Licensee agrees to maintain the insurance coverages defined below in accordance with the laws of the State of Florida. The amount of insurance required in this License may be amended from time to time by the City, upon reasonable notice to the Licensee. The City must be named as an additional insured in any comprehensive liability insurance policy required below, and those policies must contain a provision waiving all subrogation rights against the City. Licensee must deliver to the City, upon execution of this License and prior to beginning use of the Permitted Use Area, for each year thereafter during the term of this License, certified copies of the below policies or a certificate evidencing their existence. In the event a binder is delivered, it must be replaced within ten days by a certified copy of the policy. Each such copy or certificate must contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving ten days' written notice thereof to the City. Licensee must deliver to the City at least fifteen (15) calendar days prior to a policy's expiration date a renewal policy, except for any policy expiring on the expiration date of this License.

a. **Comprehensive General Liability Insurance.** Licensee further agrees to execute and deliver to the City at the time of acceptance and execution of this License a comprehensive liability insurance policy, including public liability and property

damage, acceptable to and approved by the City, covering the Permitted Use Area and the operations to be conducted on the Permitted Use Area including but not limited to, premises operations, products/completed operations, products liability, contractual liability, independent contractors, personal injury and advertising injury and $1,000,000 per occurrence and $1,000,000 general aggregate and $1,000,000 products/completed operation aggregate.

b. **Workman's Compensation Insurance.** Licensee must maintain adequate workman's compensation insurance if required by the State of Florida in the amounts as required by law for employees. The limits will be statutory for Worker's Compensation and $1,000,000 for Employer's Liability. If the Licensee does is not required to carry workman's compensation, then a waiver of workman's compensation insurance must be completed by the Licensee at the time this agreement is executed . The City of Treasure Island must be included on all Releases of Liability and Acknowledgements of Assumption of Risk .

11. **TERMINATION. THIS LICENSE IS SUBJECT TO, AND THE LICENSEE ACKNOWLEDGES THAT THIS LICENSE IS REVOCABLE AT WILL BY THE CITY, THAT IT IS SUBJECT TO BEING WITHDRAWN AND TERMINATED BY THE CITY AT ANY TIME, FOR ANY REASON, UPON FIVE (5) CALENDAR DAYS' WRITTEN NOTICE GIVEN TO THE LICENSEE AS PROVIDED FOR IN THIS LICENSE. THE CITY, IN ITS SOLE DISCRETION, WILL HAVE THE AUTHORITY TO DETERMINE WHETHER TO TERMINATE THIS LICENSE, AND THE LICENSEE AGREES THAT THE CITY'S DISCRETION IN ANY TERMINATION OF THIS LICENSE WILL NOT BE SUBJECT TO JUDICIAL REVIEW OR CHALLENGE, BUT WILL BE FINAL.**

12. **<u>NON-RELIANCE</u>. LICENSEE UNDERSTANDS AND AGREES THAT IT HAS NOT AND WILL NOT RELY UPON ANY GRANT OR PROMISE OF GRANT OF THIS LICENSE IN ANY MANNER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EXPENDITURE OR INVESTMENT OF FUNDS.**

13. **Suspension of Activities.** This License is subject to immediate suspension for an indefinite period of time in the event of injury or accident related to allowable parking operations. The City, in its sole discretion, will have the authority to review such injury or accident incident and determine whether to remove the suspension or move to terminate the License.

14. **Notices.** Any notice or communication which the City may desire to give the Licensee is agreed to as sufficiently rendered or given if the notice is in writing and sent by personal delivery, or via certified mail, return receipt requested, addressed to: <u>Two Mermaids Beach Resort, LLC, or any agent or employee at 10200 Gulf Boulevard, Treasure Island, FL 33706</u>, or delivered to a Licensee's representative. The time of rendition of such notice or communication is the time when the notice is mailed or personally delivered. Any notice or communication which Licensee

may desire to give the City is agreed to as rendered or given if the notice is in writing and sent by certified mail, return receipt requested, addressed to: City Manager, City of Treasure Island, 10451 Gulf Boulevard, Treasure Island, FL 33706, and the time of rendition of such notice or communication is the time when the notice is mailed. Either party may provide a change of address notice, or the change of address notice is effective upon receipt.

15. **Public Records.** Licensee agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701, Florida Statutes. Documents which are considered public records under Florida law include, but are not limited to: records related to the entry, management and implementation of the License itself; emails/correspondence between the City and the Licensee related to the License; emails or correspondence from all other entities related to the License (i.e. suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and all vendor invoices. The Licensee agrees, to the extent required by law, to :

a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the License; and

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

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

d. Meet all requirements for public records and transfer, at no cost, to the City, all public records in possession of the Licensee, upon termination or completion of the License and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Licensee agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Licensee will promptly provide the City with a copy of any request to inspect or copy public records that Licensee receives with a copy of the Licensee's response to each request. The Licensee understands and agrees that failure to provide access to the public records will be a material breach of this License and grounds for termination.

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

City Clerk, City of Treasure Island
10451 Gulf Boulevard, Treasure Island, FL 33706
Tel: (727) 547-4575
Fax: (727) 547-4582
cityclerk@mytreasureisland.org

16. **Miscellaneous Provisions.** Licensee further agrees to comply with and be bound by the following provisions :

a. **Successive Interest.** The rights and obligations of the Licensee pursuant to this License will inure to and are binding upon the Licensee, its successors, assigns, and legal representatives. The Licensee must not assign or sublet the License, in whole or part, without the express prior written permission of the City.

b. **"City".** Wherever used in this License, the term "City" will refer to the City Commission of the City of Treasure Island, Florida, either acting in whole or acting through its designated City Manager.

c. **Construction of License.** The Licensee agrees that in the event of any litigation concerning the construction of this License or the interpretation of any language used in this License, that this License and any of its provisions must be interpreted in favor of the City. No provisions in this License will be construed against the City by virtue of this License having been drafted by the City.

d. **Assignment.** The Licensee may not assign or transfer this License in whole or in part, without the express prior written permission of the City.

e. **Taxes.** In the event that as a result of this License the parcel, as shown on Exhibit A, is found to be subject to ad valorem or other tax assessment, then in such event the Licensee agrees to promptly pay when due, taking advantage of all early payment discounts, any and all taxes that shall be assessed, imposed, charged or collected.

f. **Entire Agreement.** This License embodies the entire agreement of the City and the Licensee. There are no promises, terms, conditions, or allegations other than those contained in this License, and this License supersedes all previous communications, representations and agreements, whether written or verbal, between the Parties. This License may be modified or revoked at any time, for any reason, by the City, by delivering a copy of any modifications or superseding agreement to the Licensee, at the Licensee's address provided in this License. The obligations in this License will survive the termination of this License. This License is governed by Florida laws and venue for purposes for any legal action lies in Pinellas County.

IN WITNESS WHEREOF, the City Commission of the City of Treasure Island, Florida, has executed this License effective the date first written above.

CITY OF TREASURE ISLAND, FLORIDA

By: _____

Charles Van Zant, City Manager

Attest:

_____

Lisa-Marie V. Kennedy, City Clerk

ACKNOWLEDGMENT OF CONDITIONS

Licensee accepts the grant of the License contained in this License, and agrees to be bound by all terms, conditions and limitations imposed upon the Licensee pursuant to the License.

WITNESSED:

By: _____

Printed Name: _____

Title: _____

Two Mermaids Beach Resort, LLC

_____

Printed Name:

_____

_____

Printed Name:

AGENDA ITEM NO. F.5

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: December 2, 2025

SUBMITTED BY: Joan Goodrich, Administration

ITEM TYPE: Request to Commission

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT:

Authorization to Proceed with the Consultant Selection Process for the Treasure Island Master Plan Project

BACKGROUND:

During the November 18, 2025, Regular Meeting of the City Commission, the City Manager was directed on a vote of 4-1 to proceed with a Request for Qualifications (RFQ) solicitation for a master planner. The draft RFQ or Request for Proposals (RFP) for the Treasure Island Master Plan Scope of Services will be presented and discussed.

POLICY/PURPOSE:

The purpose of this item is to receive City Commission procurement and scope of services direction for the Treasure Island Master Plan project.

STRATEGIC PLAN RELEVANCE:

Rebuild, Restore, and Redevelop

Rebuild, strengthen and modernize properties and infrastructure for resiliency, economic development and sustainability utilizing a community-focused vision.

Community

Create a vibrant, active, walkable, engaging, and thriving

community that welcomes locals, families, and visitors.

Financial and Economic Development

Increase the non-residential tax base by redeveloping the downtown district and other commercial areas.

ANALYSIS/DISCUSSION:

Procurement details and proposed scope of services are provided in the Treasure Island Master Plan Next Steps and Proposed Treasure Island Master Plan Scope of Services documents.

FUNDING:

Estimated budget costs could be in the range of $200,000 - $250,000.

MOTION:

I move to:

- Direct the City Manager to proceed with the Request for Qualifications (Request for Proposals) Solicitation for a Treasure Island Master Plan with the parameters and scope of services discussed during this meeting.

ATTACHMENTS:
Treasure Island Master Plan Next Steps Summary_11262025r2.pdf
Proposed TI Master Plan Scope of Services_11262025.pdf

Treasure Island Master Plan Project Next Steps Overview

Issue RFP-RFQ Solicitation for Master Plan Project

General Purpose	A comprehensive 10-year roadmap directing the community's future development and quality-of-life improvements either in a specific district or throughout the community. A master plan generally outlines a shared vision for future growth and investments, guiding land use, redevelopment, economic vitality, mobility, parking, transportation, housing, public amenities, and placemaking.
Geographic Area	Central City Core – Both sides of Gulf Boulevard from 104 to 112 Avenues
Scope of Services	1. Existing Conditions & Market Snapshot 2. Land Uses & Redevelopment 3. Visioning and Guiding Principles 4. Economic Vitality & Housing 5. Mobility & Parking 6. Public Spaces, Placemaking, Streetscapes 7. Historic Preservation & Community Character 8. Fiscal and Financial Modeling & Impact Analysis
General Tasks & Deliverables	See proposed scope of services dated 11/26/2025.
Solicitation Period	Mid December 2025 – End of March 2026
Proposed Selection Criteria	1. Relevant Florida Experience: 25–30 2. Technical Approach & Methodology: 25% 3. Team Qualifications: 20% 4. Project Management & Schedule: 10–15% 5. Proposal Quality & Creativity: 10% 6. References / Past Performance: 5–10%
Task Timeline Period	April 2026 – March 2027
$ Investment	• $200,000-$250,000 estimate

Proposed Treasure Island Master Plan Scope of Services

The purpose of this Request for Qualifications (RFQ) is for The City of Treasure Island to receive responses from qualified firms capable of providing planning and consulting services to create a Master Plan for Treasure Island's central core area (104-112 Avenues on both sides of Gulf Blvd.).

The city will be selecting one (1) firm to serve as a Planning Consultant to create this new comprehensive roadmap directing the community's future development and quality of life improvements. A master plan generally outlines a shared vision for future growth and investments, guiding land use, redevelopment, economic vitality, mobility, parking, transportation, housing, public amenities and placemaking.

1. Existing Conditions & Market Snapshot

a. Review existing land use, zoning, building conditions, and key parcels.
b. Conduct a concise demographic and economic profile (targeted downtown market snapshot).
c. Inventory the public spaces: sidewalks, lighting, crosswalks, trees, parks, streetscape.
d. Identify opportunity sites, vacant parcels, underutilized buildings, and key character areas.
e. Map assets and constraints (infrastructure, circulation, gateways, key structures).

2. **Land Use & Redevelopment**

a. Prepare alternative land use and redevelopment concepts suitable for small-town scale.
b. Recommend land use updates (e.g., mixed-use main street, upper-story housing, infill lots).
c. Develop concept plans for opportunity sites or blocks.
d. Provide urban space guidance (building form, storefront design, height/massing transitions including 3D massing, diagrams).
e. Conduct a feasibility study on at least one potential redevelopment opportunity to determine if existing rules support mixed-use redevelopment goals or if new rules are needed.
f. Identify catalytic investments or early-win projects.

3. Visioning & Guiding Principles

a. Facilitate a community visioning workshop and an online survey.
b. Develop a concise vision statement and guiding principles.
c. Produce simple diagrams or sketches illustrating the desired future character and development pattern.
d. Provide guidance to reinforce small-town character and scale.

4. **Economic Vitality & Housing**
   a. Recommend strategies for economic diversification and small business support.
   b. Identify market opportunities and tools to support new office, retail, and hospitality development and investments in the central core.
   c. Identify opportunities for arts, culture, and placemaking activation.
   d. Evaluate central core area housing opportunities such as upper-story units, small infill buildings, apartment housing and provide recommendations and strategies to add new housing units.

5. **Mobility & Parking**
   a. Evaluate central core operations and area traffic patterns.
   b. Provide a practical parking evaluation: current supply, utilization, circulation, and management options.
   c. Identify quick-build mobility improvements (crosswalks, traffic calming, sidewalk widening, bike amenities).

6. **Public Space, Placemaking & Streetscape Enhancements**
   a. Assess existing streetscape conditions (shade, lighting, furniture, signage).
   b. Develop a Placemaking Framework identifying priority streets, plazas, alleys, and park connections.
   c. Produce conceptual streetscape improvement plans for 1–3 priority locations.
   d. Recommend branding, wayfinding, and placemaking elements.

7. **Preservation & Community Character**
   a. Identify historic buildings, civic landmarks, and characteristic architectural features.
   b. Recommend preservation, adaptive reuse, or heritage tourism strategies.

8. **Fiscal and Financial Modeling & Economic Impact Analysis**
   a. Evaluate the current fiscal conditions of the central core area, including:
      - Property tax revenues
      - Sales tax estimates
      - Parking revenues (if applicable)
      - Operational costs for public services (public works, safety, maintenance)
   b. Prepare a baseline “status quo” fiscal profile.
   c. Prepare fiscal impact projections for alternative land use/development scenarios, including:
      - Mixed-use redevelopment
      - Increased residential units (e.g., upper-story housing, infill housing)
      - Commercial revitalization and new small businesses and commercial spaces
   d. Estimate net fiscal impacts (revenues vs. service costs).
   e. Model the fiscal effects of catalytic sites and priority development parcels.

f. Provide planning-level cost estimates for proposed public space, placemaking, and infrastructure improvements.
g. Evaluate funding mechanisms (grants, TIF districts, business improvement and/or downtown districts, special assessments, matching grants, Main Street programs).
h. Identify grants and implementation resources and partnerships tailored to Treasure Island.

10. Implementation Strategy

a. Prioritize short-, mid-, and long-term actions.
b. Provide cost ranges for recommended improvements.
c. Recommend zoning/code amendments (e.g., simplifying zoning, enabling mixed-use, improving signage standards).

11. Plan Deliverables

a. Existing Conditions & Market Snapshot (concise format)
b. Vision & Guiding Principles Summary
c. Concept plans for redevelopment and streetscape improvements
d. Draft and Final Downtown Master Plan
e. Executive Summary / One-page overview
f. Presentation materials for public meetings and governing board adoption

AGENDA ITEM NO. F.6

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: December 2, 2025

SUBMITTED BY: Cathy Hayduke, Parks & Recreation

ITEM TYPE: For Consideration and Discussion

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Sunshade Installation at Rosselli Park Playground

BACKGROUND: Rosselli Park is the City's ADA accessible playground.

Shade was provided by a large mature bottle brush tree that was destroyed by hurricane Helene and Milton. The tree was removed leaving a majority of the playground unshaded. Currently, there are two standalone shade sails that provide partial shade on the east side of the playground. These structures were incorporated into the proposed shade design to reduce costs for the removal of the structures and turf repair due to removal. Commissioner Vasquez, as well as the Parks and Recreation Department, have received requests from Isle of Capri residents to shade the playground and the stand-alone swing set west of the playground.

Isle of Palms playground is shaded naturally by two mature oak trees. However, a retrofitted shade canopy was added to the swing set. The playground and shade canopy was installed by Project Innovations.

The Beach Pavilion has a shade structure that completely covers the play structure. This playground and shade structure was installed in December 2025 by Project Innovations.

Treasure Bay has two standalone shade structures over the pirate ship, and retrofitted shade canopies over the smaller play structure and swing set. The playground was installed by Miracle; however, the shade structures were added a few years after the installation of the playground. by Project

Innovations.

POLICY/PURPOSE: Commission approval is required to move forward with the purchase of the shade sails for the Rosselli Park Shade Sails.

STRATEGIC PLAN RELEVANCE: Rebuild, Restore, Redevelop
Local Lifestyle Attracts Visitors

ANALYSIS/DISCUSSION: Installing sunshades on playgrounds is a public safety measure significantly reducing children's exposure to harmful UV radiation, lower the risk of heat-related illness, and necessary in keeping equipment surfaces at safe temperatures. Shade structures prevent burns from overheated equipment, decrease dehydration and heat stress during peak temperatures, and create a safer environment for year-round outdoor play. By mitigating these preventable risks, sunshades directly improve child safety and community health outcomes.

Project Innovations has submitted a competitive proposal to The School District of Manatee County for Park and Playground Equipment in response to Invitation to Bid 26-0041-MR. The city has worked with Project Innovations and piggybacked off former contracts for the Isle of Capri, Isle of Palms and Sunset Beach playground equipment and shade structures.

The proposal will add shade over the entire playground area, which consists of one play structure, two climbing apparatuses, and a swing set.

FUNDING: Pending approval of this item, a budget amendment in the amount of $178,872.40 will be presented for approval at a future commission meeting

Funds in the amount of $14,000 are budgeted in account 001-5723-52900 to retrofit a shade canopy over the standalone swing set. The cost of this shade structure is $12,752, as shown in the attached quote and included within the total project cost of $191,624.40. The Budget Amendment reflects the deduction of the cost allocated specifically for the swing-set shade canopy

MOTION: To approve the City Manager to move forward with the contract presented by Project Innovations and Spending Authority in the amount of $191,624.40. to Project Innovations.

ATTACHMENTS:

26-0041-MR -PROJECT INNOVATIONS- Fully Executed Contract.pdf
Solicitation 260041 Park and Playground Equipment.pdf
Rosselli Shade Package Sunshade.pdf

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 26-0041-MR

THIS AGREEMENT is entered into by and between The School Board of Manatee County, Florida, hereinafter "District" and PROJECT INNOVATIONS INC (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

BID TITLE, PARK AND PLAYGROUND EQUIPMENT **SDMC No.** 26-0041-MR

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from SEPTEMBER 1, 2025 through AUGUST 31, 2030. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with District policies and procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies Contractor of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
3.5 Exhibit E, Contractor Affidavit Regarding the Use of Coercion for Labor and Services

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the

failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/jessicalunsford. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members

may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

4.9 **SOVEREIGN IMMUNITY:** Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. all defenses relative to sovereign immunity are expressly reserved by the District.

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

4.12 **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the

Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statues.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
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 Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

4.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

4.19 **COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by Contractor will in no way be a cause for relief from responsibility. Contractor shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

4.20 **SAFETY STANDARDS:** All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

4.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this

Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

4.27 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the

relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: 1561948

4.31 **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of 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. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business

operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	712 WESLEY AV BLD A, TARPON SPRINGS, FL 34689
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, PO BOX 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain

all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

4.37.2 *CRIMINAL ACTS:* Employment and performing work relative to the Agreement by the Contractor, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
PROJECT INNOVATIONS INC CONTRACTOR/COMPANY NAME	712 WESLEY AV BLD A, TARPON SPRINGS, FL 34689 ADDRESS
PHONE 727-460-8449	EMAIL PROJECTINNOVATIONSFLORIDA.COM
TYPE OR PRINT NAME WAYNE ARMAND	TITLE PRESIDENT
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-708-8770 X41129	EMAIL RYAN@MANATEESCHOOLS.NET
TYPE OR PRINT NAME MELODY RYAN	TITLE CAPITAL BUYER

SIGNATURES:

e4cb5975-c91f-4a8c-b6ec-eec12cb358bd Digitally signed by e4cb5975-c91f-4a8c-b6ec-eec12cb358bd Date: 2025.06.25 08:48:50 -04'00'	6/25/2025	Joseph A. Ranaldi Joseph A. Ranaldi (Jul 21, 2025 16:49 EDT)	
Contractor	Date	Deputy Superintendent (up to $49.999.99)	Date
		Kevin Chapman (Jul 23, 2025 23:08:20 GMT+2)	
School Principal	Date	Superintendent (no greater than $99,999.99)	Date
Kevin Pendley (Jul 17, 2025 14:13 EDT)			
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $100,000.00)	Date

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: PROJECT INNOVATIONS INC

TELEPHONE NUMBER: 727-460-8449

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time
PERK, JOEY	4/29/2026	
Kramer, Ronald	2/21/2027	
Kramer, Quentin	9/2/2029	
Gauthier, Talon	9/12/2029	
Cremasco, River	9/11/2025	
Donton, Jason	9/15/2027	
Priest, Noah	9/15/2027	

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the

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

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

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

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

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

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

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

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

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

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

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

EXHIBIT E

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: PROJECT INNOVATIONS INC

Address: 712 WESLEY AV BLD A, TARPON SPRINGS, FL 34689

Phone Number: 727-460-8449

Authorized Representative's Name: WAYNE ARMAND

Authorized Representative's Title: PRESIDENT

Email Address: PROJECTINNOVATIONSFLORIDA.COM

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

As the person authorized to sign on behalf of Vendor, 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 her or his 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 toward 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 document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

e4cb5975-c91f-4a8c-b6ec-eec12cb358bd

Digitally signed by e4cb5975-c91f-4a8c-b6ec-eec12cb358bd
Date: 2025.06.25 08:55:10 -04'00'

Signature of Authorized Representative

6/25/2025

Date

SUBMIT TO: All Bids must be submitted via VendorLink--www.myvendorlink.com at the specified date and time below. *It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.*	*The School District of Manatee County* ***INVITATION TO BID*** PURCHASING DEPARTMENT 215 Manatee Avenue West Bradenton, Florida 34205	
CONTACT PERSON: Melody Ryan		
TELEPHONE #: 941-708-8770 ext 41129	**DATE ISSUED: May 16, 2025**	
EMAIL ADDRESS: ryan@manateeschools,net		
TITLE: **PARK AND PLAYGROUND EQUIPMENT**	**NUMBER:** **26-0041-MR**	**SUBMITTAL DEADLINE:** **JUNE 11, 2025, 3:00 PM**
PRE-PROPOSAL CONFERENCE - N/A		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED*
REQUEST FOR INFORMATION DEADLINE: June 2, 2025		
This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.		
LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"). **LEGAL COMPANY NAME:**	**Florida Division of Corporation Document Number** (www.sunbiz.org): **CONTRACTOR E-VERIFY NUMBER:**	
MAILING ADDRESS:	I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award. _____ Authorized Signature	
CITY – STATE – ZIP:		
TELEPHONE NO:		
FAX NO:	_____ Typed Name	
FEI/EIN Number:		
Email Address:	_____ Title Date	

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")
- ☐ Contractor Affidavit Regarding the Use of Coercion for Labor and Services
- ☐ FACTORY/MANUFACTURER CERTIFICATION

SECTION 1. SCOPE

The purpose of this solicitation is to establish a pre-qualified list of providers for the supply and installation of various park and playground equipment, including but not limited to: swing sets, shade structures, park, site furnishings (park benches, outdoor trash receptacles, outdoor picnic tables, etc.) and surfacing materials.

This bid applies to materials offered at a fixed discount from the manufacturer's and/or bidder's current catalog price list(s) and installation services based on a firm, fixed percentage markup of the equipment cost. While price lists may change, the discount percentage shall remain unchanged for the contract duration.

Minor repairs shall be invoiced at an hourly repair rate, plus a fixed percentage markup for materials.

Contract Value: Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

Specifications and the quality standards of service set forth in this bid.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of five (5) year(s) from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **September 1, 2025 through August 31, 2030**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number in accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

Playground Equipment and Installation Requirements:

1) General Compliance: All public-use playground equipment must adhere to the latest standards established by ASTM F1487, the Consumer Product Safety Commission (CPSC), and the Americans with Disabilities Act (ADA) Accessibility Guidelines.

2) Specific Equipment Standards: Each piece of playground equipment must meet detailed design requirements outlined in bid specifications, in addition to general safety and accessibility standards

3) Additional Safety Requirements: For elements not explicitly covered in the guidelines above, compliance with prevailing safety standards is required. This includes adherence to the *Handbook for Public Playground Safety* by the U.S. Consumer Product Safety Commission and regulations specified by the Florida Recreation and Parks Association. All installations must meet the current ASTM Playground Safety Standards for Public Use and comply with state, federal, and local safety regulations.

4) Final Inspection: Upon installation completion, a Certified National Playground Safety Inspector and a designated School District of Manatee County Representative will conduct a final inspection before the playground is approved for use.

COMPLIANCE & CERTIFICATIONS:

All bidders must provide WRITTEN FACTORY/MANUFACTURER CERTIFICATION verifying they are authorized and certified to install and repair playground equipment in accordance with the manufacturer's specifications.

Failure to provide this certification may result in bid rejection.

A Certified National Playground Safety Inspector (NPSI) must be present during all installations and repairs.

FINAL INSPECTION & CERTIFICATION:

The installation contractor must coordinate the final inspection with the Project Manager, Supervisor of Grounds Maintenance, and Principal at each school site.

Upon installation completion, the contractor shall submit the following to the Supervisor of Grounds Maintenance:

1. Blueprints, specifications, manufacturer instructions, parts list, and other documentation as required by the School Districts Grounds Maintenance Department.
2. Certification of proper installation from the Manufacturer/Contractor, ensuring compliance with ASTM F1487 and CPSC guidelines.
3. A sign-off letter from the contractor, detailing the final inspection date, issues found (if any), and completed repairs.

CATALOG:
Each bidder shall submit electronic catalog(s) or website links for the manufacturer's products. Printed copies may be provided upon request.

Additional manufacturers may be added semi-annually at the discretion of the Purchasing Department.

DELIVERY AND FREIGHT REQUIREMENTS
1. FOB Destination: All prices bid shall be FOB destination to School District of Manatee County locations, as specified at the time of order placement. If shipping costs are separately charged, they must be firm and calculated based on the total carton weight.
2. Contractor Responsibilities: The successful bidder/contractor must provide all necessary labor, materials, and equipment for off-loading and placement of items at all designated delivery locations, following quoted specifications. No assistance from School District personnel is permitted, except for deliveries to the School District Warehouse.
3. Delivery Notification: All freight carriers must provide a minimum of 48 hours advance notification before delivery.
4. Freight Charges and Documentation: Freight charges for the above requirements must be prepaid by the contractor and itemized in the invoice. Complete documentation of all charges must accompany the invoice for payment.
5. Title and Claims: Title to all ordered items remains with the vendor until received and officially accepted by the School District of Manatee County. Vendors are responsible for filing all claims regarding damages, shortages, or discrepancies.

REPAIRS:
Hourly Rates: Repairs for park and playground equipment shall be invoiced based on hourly rates provided in the bid specifications.

Certified Repairs: All repairs must be performed by an active Certified National Playground Safety Inspector, approved and certified by the manufacturer to repair specific brands of equipment.

Component Parts: Replacement parts shall be bid on an as-needed basis to ensure proper maintenance and functionality. **A maximum of 15% mark-up will be allowed**. A mark-up on sales tax will not be allowed.

SUBCONTRACTORS:
Identification of Subcontractors: If a subcontractor will be utilized, the bidder must provide the company name in accordance with bid specifications.

Addition of Subcontractors: Additional subcontractors may be included upon written request from the bidder, subject to approval at the discretion of the Purchasing Department.

Subcontracted services for repairs and installations are to be billed at net cost. **A maximum of 10% mark-up will be allowed**. A mark-up on sales tax will not be allowed. The Contractor's invoices will clearly show the description of the subcontracted service, cost, and percent mark-up cost. A copy

of the Subcontractor's invoice will be submitted with the Contractor's invoice.

RENTAL EQUIPMENT:

On occasion, the use of special rental equipment may be required. This is for equipment that is used on occasion, not in the regular course of services. The cost of special rental equipment will be allowed based on the Contractor's cost from the rental facility plus the bid percent mark-up. Indicate this percent mark-up on the bid form. **A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed**. Rental is for active use. Payment for inactive use will not be allowed. Approval from the Maintenance and Operations representative is required prior to the use of this equipment. The Contractor's invoices will clearly show the description of rental equipment used, number of hours or days of active use, cost, and percent mark-up cost. A copy of the rental equipment invoice will be submitted with the Contractor's invoice.

WARRANTY:

Guarantee Period: The contractor/installer shall guarantee that the entire installed system is free from defects in workmanship and materials for a minimum period of three years from the date of accepted installation.

Repair and Replacement: During the warranty period, the contractor and/or installer shall repair or replace any identified defects or malfunctions at no cost to the School District.

Manufacturer's Warranty Transfer: Any manufacturer's warranty that extends beyond the contract period for contractor/installer-furnished equipment shall be fully transferred to the School District.

PRODUCT DEFECT AND SAFETY CODE VIOLATION NOTIFICATION:

The manufacturer must immediately notify the School District of Manatee County in writing of any product defects or safety code violations discovered after equipment installation on School District property under this contract.

All notifications must be sent via certified mail to:
School District of Manatee County Attn: Bill Kelly, Risk Manager 215 Manatee Avenue West
Bradenton, Florida 34205

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

PRICING and WARRANTY:

NOTE: SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

1. **PLAYGROUND EQUIPMENT** -CATALOG DISCOUNT-Include Catalog Name, Number and associated discount.

Catalog Name	Catalog number/year	Percentage Discount Off of Catalog

2. **SITE EQUIPMENT** -CATALOG DISCOUNT-Include Catalog Name, Number and associated discount.

Catalog Name	Catalog number/year	Percentage Discount Off of Catalog

3. **SHADE STRUCTURE** -CATALOG DISCOUNT-Include Catalog Name, Number and associated discount.

Catalog Name	Catalog number/year	Percentage Discount Off of Catalog

4. SURFACING MATERIALS -CATALOG DISCOUNT-Include Catalog Name, Number and associated discount.

Catalog Name	Catalog number/year	Percentage Discount Off of Catalog

5. INSTALLATION To be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken but before freight has been added).

INSTALLER or SUBCONTRACTOR COMPANY NAME	**Percentage Mark up of equipment cost**

The bidder proposes and agrees to provide all labor, materials, supervision, tools, fuel, travel, etc., to perform the work required in accordance with the bid documents for the following price:

6. Repair Technician- standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.), hourly rate	**$**
7. Repair Technician- non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday), hourly rate	**$**

MATERIALS-Component Parts: Replacement OR repair parts

8. Percentage mark-up of repair materials. Where applicable, A MAXIMUM OF 15% MARK-UP of materials will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the Contractor's supplier must be included with all billings to the SDMC. Note: All invoices shall be billed on a markup basis except during a declared disaster (no mark-up permitted).	_____ % mark-up **Maximum 15% Markup**

RENTAL OF EQUIPMENT	
On occasion, it is recognized that rental of equipment may be necessary. This category is for special rental equipment that is used on occasion, not in the regular course services and only used with prior written approval from the School District of Manatee County representative. Rental is for active use of equipment. Payment for inactive use will not be allowed.	
9. Rental of equipment percentage mark-up of cost. This is equipment that is used on occasion, not in the regular course of electrical services. A MAXIMUM OF 10% MARKUP of cost of rental equipment will be allowed	_____ % mark-up **Maximum 10% Markup**

*If additional space is needed, copy form as needed.

ABILITY TO SETUP SECURED CUSTOMIZED WEBSITE FOR SCHOOL DISTRICT OF MANATEE COUNTY P-CARD TRANSACTIONS: Yes _____ No _____

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

CONTRACTORS RESPONSIBILITIES

The Contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The Contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of Contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while Contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The Contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition.

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The Contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The Contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The Contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the Contractor.

The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the Contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The Contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The Contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The Contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The Contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

The Contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The Contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The Contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The Contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The Contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work.

SECTION 4. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Bidder's Experience and Qualifications
    iv) Bidder's Statement of Principal Place of Business
    v) Bidder's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii)Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **"No Bid" Response Submittal Form**: If Bidder is not providing a Bid Submittal in response to this Contract, Bidder shall complete and submit the "No Bid" Response Submittal Form electronically prior to the due date established in this Contract via www.myvendorlink.com.
4. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.

ii. Enable printing on files submitted.

iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.

iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:

a. Business Name;

b. Complete Business Address;

c. Name(s) and contact information of key personnel.

v. Separate and identify each part of the submission.

5. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
6. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) are not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner, affect the product or service required. Bidders are required to carefully examine the ITB terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.
7. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
8. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.

    8.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.

    8.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted if any one of the following conditions

apply:

1.2.1. Vendor employees will be on school grounds when students are present;

1.2.2. Vendor employees will have direct contact with students; or

1.2.3. Vendor employees will have access to or control of school funds.

8.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

9. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:

9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).

9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.

9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.

9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.

9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.

9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 5. KEY EVENTS & DATES

KEY EVENTS & DATES

May 16, 2025	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
June 2, 2025	Questions/Clarifications due
June 3, 2025	Addenda posted to the e-procurement service website (www.myvendorlink.com).
June 11, 2025	Proposals due @ 3:00 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*June 23, 2025	The **evaluation meeting (if required)** will be held virtual via "Teams". Additional information will be posted if an evaluation meeting is needed.
*On or About June 30, 2025	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*July 22, 2025	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

SECTION 6. GENERAL TERMS AND CONDITIONS

ASSIGNMENT:
Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a Charter School, this contract may be cancelled by the School District upon thirty days written notice and the School Board will be released of any and all obligations under this contract.

GENERAL BIDDER'S INFORMATION: Interested vendors are advised that the School District of Manatee County (District) will not consider bids which contain an escalation clause for the initial contract period. It is understood that normal bid processing time will be 30 - 60 days after opening date of bid and that prices reflected by this bid will be firm through bid processing time and the delivery of items awarded.

No price escalations (increases) will be permitted during the initial term of this contract. Price de-escalation (decrease) is permissible at any time during the contract term. The District reserves the right to require a decrease based on industry pricing indicators (PPI and CPI) Contractors may request a price increase at renewal, if any. Price increase requests must be based on the Producer Price Index (PPI) Table Containing PPI-U All Items Indexes and Annual Percent Changes, http://data.bls.gov index for related commodity, final demand, seasonally adjusted, and may not exceed 4 percent.

The price increase request must be submitted 30 days before the expiration of the Contract, to the Contract Administrator, in writing and substantiated by a copy of the appropriate (meaning specific to that Contractor's commodity code) PPI index.

PURCHASE TERMS AND CONDITIONS: This bid, and the corresponding contract of award agreement and purchase orders will constitute the complete agreement. The School District of Manatee County will not accept proposed terms and conditions that are different than those contained in this Invitation for Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any School District of Manatee County employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on the School District of Manatee County.

MINOR IRREGULARITIES/RIGHT TO REJECT: The District reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the District determines that doing so shall serve the Districts' best interests. The District may reject any response not submitted in the manner specified by the solicitation documents.

CLARIFICATIONS OR REVISIONS: The District reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

EX PARTE COMMUNICATION: To assure proper and fair evaluation of submissions, after submissions are received the District prohibits ex parte communication initiated by the submitter to Board members and discourages ex parte communication initiated by the submitter to any District official or employee evaluating or considering the submissions prior to the time a decision has been made. Communication between a submitter and the District will be initiated by the appropriate District official, employee or designated consultant in order to obtain information or clarification needed to develop a proper and accurate evaluation of the submission. Ex parte communication may be grounds for disqualifying the offending submitter from consideration or award of the contract then in evaluation or any future contract.

PURCHASES BY OTHER PUBLIC AGENCIES: With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

CANCELLATION: Notwithstanding any other provision of this invitation, any agreement resulting from this invitation may be unilaterally canceled by the School District of Manatee County via either of these two methods at the District's sole discretion:

1. In the event any of the provisions of the awarded bid are violated by the vendor, the School District of Manatee County may give written notice to the vendor stating the violations or deficiencies and demanding their cure. If those violations or deficiencies are not cured to the School District's reasonable satisfaction within five (5) days of the vendor's receipt of the notice, the agreement may immediately thereafter be canceled by written notification to the vendor; or

2. The School District of Manatee County may terminate any agreement resulting from this invitation at any time, with or without cause, upon thirty (30) days written notice to the other party.

AUTHORITY: The School Board of Manatee County, Florida is the sole legal entity having authority to award a bid or bind the School District in regard to any agreement resulting from this invitation. The Superintendent of Schools acts as the Chief Executive Officer of the Manatee County School District and shall have, and is hereby delegated by the School Board, authority to issue any notice, effect any cancelation, perform any inspection, or take any other action to ensure compliance with the terms of this invitation or any agreement resulting there from on the School Board's behalf without further action by the School Board.

CLARIFICATION OF BIDS: Bidders shall submit via Vendorlink any questions regarding this bid. Only questions submitted electronically through Vendorlink will be answered and/or included in an addendum. See "Key Events & Date" section for deadline date. Questions received after the date posted in the "Key Events & Date" section will not be acknowledged. Changes to the bid which have a material effect shall be communicated to bidders only by written addenda.

ADDENDA TO BIDS: From time to time, addenda's may be issued to this bid. Any such addenda will be posted on (www.myvendorlink.com). Such notices will contain clarifications to details of the solicitation and/or responses to questions submitted during the preview period. Each respondent is responsible for monitoring these sites for information concerning this solicitation.

EVALUATION COMMITTEE MEETING: Evaluation meetings will be open to the public pursuant to Florida State Statute 286.011 and noticed on the District Web Site (www.manateeschools.net) and on the School District bulletin board located in the lobby at the School Support Center, 215 Manatee Avenue West, Bradenton, Florida, 34205. Any portion of a public meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of the a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from Florida Statute 286.011. See Key Events and Dates page contained herein.

LINE ITEM BID CORRECTIONS: The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by line outs of the incorrect figures, writing in of correct figures and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered nonresponsive for the corrected items only.

BUDGETARY LIMITATIONS: The School District of Manatee County reserves the right to reject any item or items and/or increase or decrease quantities as required due to budgetary limitations.

NON-FUNDING CLAUSE: In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

AWARDS: The School District of Manatee County reserves the right to make award(s) on an individual, multiple, lump sum or low total basis.

PUBLIC RECORDS: Any material submitted in response to this Solicitation will become a public record pursuant to Chapter 119, Florida Statutes, when the District receives the responses. Any claim of confidentiality is waived upon submission, unless addressed as set forth below. A Vendor's response to this solicitation shall be a public record and subject to production, disclosure, inspection and copying consistent with the requirements of Chapter 119, Florida Statutes. All information in a Vendor's response (including, without limitation, technical and price information) will be a matter of public record, subject to the provisions of Florida's Public Records Act, Chapter 119, Florida Statutes, regardless of copyright status. Submission of a response to this solicitation shall constitute a waiver of any copyright protection which might otherwise apply to the District's production, disclosure, inspection and copying of such response and contract, or any part thereof, except those parts asserted to be exempt under Chapter 119, Florida Statutes. The response, upon submission shall be the property of the District (except those parts asserted to be exempt in the manner set forth below), and the District, in its sole discretion, shall have the right to use, reproduce, and disseminate the response. The District reserves the right to use any and all information contained in a response received to this solicitation. Any content submitted to the District which is asserted to be exempt under Chapter 119, Florida Statutes, shall be set forth on a page or pages separate from the rest of the response, and clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption, confidentiality, or trade secret specifically identified in writing on each and every such page. Failure to segregate and so identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret as applied to the portion of the response or other document in which the content is set forth.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Public Records Custodian, Communications/Public Records Associate,
215 Manatee Avenue W.
(941) 708-8770
Bradenton, Florida, 34205
publicrecords@manateeschools.net

NOTIFICATION OF AWARD: After award by the School Board of Manatee County, bidders are invited to visit our website www.myvendorlink.com.

PURCHASING CARDS: The School District of Manatee County may choose to use a "P-Card" for ordering of goods and materials or payment of invoices under this bid. The Bidder, by submitting a bid, agrees to accept this manner of payment and may not add additional handling charges or service fees to purchases made with the District's Purchasing Card(s). Refusal to accept this condition may cause the bid to be declared nonresponsive, or result in revocation of the contract, if already awarded. A secured customized website for the School District of Manatee County will be setup with password capabilities which reflect pricing awarded on this bid at the discretion of the School District. No third-party payment, i.e. Pay pal will be considered.

VISITOR IDENTIFICATION SYSTEM: A Visitor Identification System has been implemented by the School District of Manatee County. A driver's license or government issued photo id will be required for scanning into the system and a visitor's pass will be issued to individuals visiting district sites.

COMPLIANCE REQUIREMENTS: Vendors/Bidders acknowledge and understand that the projects contemplated by this contract are being constructed on public property owned by the School District of Manatee County, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the vendor/bidder agrees to all provisions and instructions contained in this bid document and agrees that the failure of vendor/bidder to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

CONTACT WITH STUDENTS: To extent not otherwise indicated, no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this bid shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Bidder shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this bid.

STANDARDS OF CONDUCT: Vendors awarded a contract will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors.

PREVIOUS PERFORMANCE: Documented poor performance of contractors on previous contracts with the School District of Manatee County or other governmental entity will be considered during evaluation and may be sufficient cause not to award.

VARIANCE TO BID DOCUMENTS: For the purpose of bid evaluation, bidders must clearly stipulate any or all variances to the bid documents or specifications, no matter how slight. If variations are not stated in the vendor's bid proposal, it shall be construed that the bid proposal submitted fully complies in every respect with our bid documents.

BIDDER'S ERRORS: Where unit price and total price cannot be reconciled, the quoted unit price shall govern. Where numerical price and written price cannot be reconciled, the written price shall govern. No submissions or amendments made after bid or proposal opening shall be considered.

BID TABULATIONS: After approval by the School Board of Manatee County, bid tabulations will be available for review on the e-procurement service website (www.myvendorlink.com).

NOTICE OF INTENT TO AWARD BIDS: Once bids are evaluated and a recommendation for award is received by the Purchasing Department, a Notice of Intent to

Award will be posted on the e-procurement service website(www.myvendorlink.com).The recommendation for award is not official until this notice is posted.

CONFLICTS OF INTEREST AND KICKBACKS: Any bidder giving or offering to any employee and/or official of the School District of Manatee County, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of this or any other bid, shall be deemed in violation of this agreement, in addition to being in violation of any other municipal, county, state and federal laws and/or ordinances.

IDENTIFICATION: The contractor and sub-contractors shall be required to see that their personnel maintain visible personal identification on each employee. Vendor's employees must be appropriately attired (including shirt). Employees shall be required to dress neatly without vulgar or otherwise offensive apparel, commensurate with the location and types of tasks being performed.

SCHOOL DISTRICT POLICY: In accordance School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in Florida Statutes 112.

USE OF OTHER CONTRACTS: The School Board of Manatee County reserves the right to utilize any other School District of Manatee County contract, any State of Florida contract, any contract awarded by any other city or county governmental agencies, other school board, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so. The District hereby notifies interested parties that the purchasing agreements and state term contracts, available under s. 287.056, of the Department of Management Services have been reviewed for the subject of this solicitation.

NON-EXCLUSIVE AGREEMENT: This bid does NOT establish an exclusive arrangement between the district and vendor. The district reserves, but is not limited to, the following rights:

The unrestricted right to use others to perform work, provide services or deliver the same or similar products as described herein when it is to the economic benefit of the district.

The unrestricted right to separately bid any work, products or services as described herein when it is to the economic benefit of the District.

DISPUTE: Bid tabulations with recommendations will be posted on the e-procurement service website (www.myvendorlink.com). A bidder who wishes to file a protest pertaining to a bid must file such notice in accordance with procedures prescribed by Florida Statute 120.57(3), Florida Administrative Code 28-110 and School District Policy 7.15. The notice must be filed with the Purchasing Director.

Any person who is adversely affected by the District's decision or intended decision shall file with the Purchasing Director, a notice of protest in writing within seventy-two (72) hours after the posting of the bid tabulation or Notice of Intent to Award and shall file a formal written protest within ten (10) calendar days after filing the notice of protest. With respect to a protest of the specifications contained in an Invitation for Bid or Request for Proposal, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of notice of the project plan and specification or intended project plan and specifications in an Invitation for Bid or Request for Proposal, and the formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the seventy-two (72) hour time periods provided in this paragraph.

Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to Florida Statute 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to the School District of Manatee County in an amount equal to one percent (1%) of the total estimated contract value, but not less than $500 nor more than $5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, treasurer's check, bank draft of any national or state bank payable to the School District of Manatee County will be an acceptable form of security. If, after

completion of the administrative hearing process and appellate court proceedings, the District prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the remainder, if any, of the protest security shall be returned. If the protester prevails, protester shall recover from the district all costs and charges which are included in the final order of judgment, excluding attorney's fees.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed in Florida Statute 120.57(3), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

COMPLIANCE WITH REGULATIONS: Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility. The bidder **shall have in their possession and must provide** all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this contract. The successful bidder(s) must not be in violation of any zoning or other ordinances in the performance of this contract.

VENUE: The laws of the State of Florida shall govern this contract. Venue shall be in Manatee County, Florida and the sole and exclusive jurisdiction to resolve any disputes arising under the contract shall be in the county or circuit court for Manatee County, Florida.

INDEMNITY: Indemnifications as specified in section 725.06, 725.08 Florida Statute "as applicable", the bidder agrees to indemnify and hold the School Board of Manatee County harmless from all third party claims and all costs, including attorney's fees incurred by the School Board in defending same to the extend such claims are based on a defect in a product or part thereof, supplied hereunder, or failure of such product or part thereof to conform.

CANCELLATION OR CHANGES IN SPECIFICATIONS: The Board reserves the right to cancel an awarded bid without penalty or negotiate changes to specifications as required by changes to local, State or U. S. Government regulations concerning the contents of products desired.

UNAUTHORIZED ALIENS: The School District of Manatee County considers the employment of unauthorized aliens by the vendor/bidder, or any of its sub-contractors, a violation of the Immigration and Naturalization Act. Vendor/Bidder shall screen those working on the project site to insure no unauthorized aliens are present at any time. If it is determined that an unauthorized alien is working on the Project, the Vendor/Bidder shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.

PUBLIC ENTITY CRIMES CERTIFICATE: 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statute, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

NONCOMPLIANCE WITH CONTRACT: It is expected that the delivery and/or completion dates as annotated on this bid will be firm dates. Any deviation from the contracted completion date must be approved in writing by the Purchasing Office of the School District of Manatee County. Failure to complete the contract within the time agreement or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Other assessments as outlined elsewhere in this document may also apply. Termination for cause includes terminations under 287.135, F.S.

PURCHASE ORDER NUMBER: The School District of Manatee County's purchase order number must appear on all packages, labels, cartons, packing slips, bills of lading, invoices and all correspondence referring to all orders. Orders received without the purchase order number prominently displayed shall be subject to refusal and return at the vendor's expense.

TAX EXEMPTIONS: When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

INVOICES: The Contractor agrees that bills and invoices for fees or other compensation services or expenses shall cite the purchase order number, work order number, date of service, location of job, and name of person requesting the work. The invoice shall be submitted to the Accounts Payable Department within ten (10) working days upon completion of the job. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and

expenses for which compensation is sought. A copy of all applicable materials, rental, or sub-contractor invoices must be included with the invoicing to SDMC. The Contractor's invoice will also reflect a breakdown of all standard hours and non-standard hours worked.

DEFAULTS: If the Bidder defaults after the Board awards a bid, the Bidder shall pay to the School District of Manatee County, as liquidated damages, an amount equal to five percent (5%) of the unit prices times the quantity of each item in question, or $25.00, whichever amount is larger. If the bid pricing was expressed as a lump sum amount, the amount due will be five percent (5%) of the remaining value of the contract. A successful bidder who fails to pay said liquidated damages within fifteen (15) days after notification that liquidated damages are due, shall lose eligibility to transact business with the School District of Manatee County for a period of not less than one (1) year, but no more than two (2) years after the date of the default. Thereafter, the bidder may request to be reinstated to the active vendor list(s).

In addition, failure of any delivered item to conform to specifications as bid shall constitute a default in the contract and shall be subject to return or replacement at the buyer's option. Failure to deliver one (1) or more items on two (2) or more consecutive deliveries will be viewed as delivery default and will be considered grounds for canceling all awarded items and sites. Penalties may be assessed when failure to deliver places a financial burden on the School Board.

PAYMENT TERMS: SDMC complies with the Florida Prompt Payment Act (ss. 218.70-218.80). Invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All payments, other than payments for construction services, due and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance.

MINIMUM ORDER: Bids requiring minimum quantity and/or dollar purchases will be considered only if determined to be in the best interest of the School District.

UNITS OF MEASURE AND LOT SIZES: The item units of measure shall be as indicated on the Form of Proposal. If manufacturer's standard packaging is different than the quantity listed, it shall be the vendor's responsibility to convert the bid price to the requested unit of measure. Bids received for items which have not been converted to the requested units of measure shall be considered nonresponsive for that item. Additionally, bidders must indicate the units of measure they are able to supply.

POSSESSION OF FIREARMS: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/bidder, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/bidder. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/bidder shall terminate its agreement with the sub-contractor. If the vendor/bidder fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

CRIMINAL ACTS: Employment on the project by the Vendor/Bidder, or any of its sub-contractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor/Bidder agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor/Bidder does not comply with this provision.

POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES: Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor/Bidder's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor/Bidder. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor/Bidder shall terminate its agreement with the sub-contractor. If the Vendor/Bidder fails to terminate said employee or independent contractor or

fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i)(4): All vendors, contractors and sub-contractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

DAVIS-BACON ACT: as amended (40 U.S.C. 3141–3148): When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.

"STEVENS AMENDMENT" (Public Law 100.463, Section 8136): For the purpose of complying with Public Law 100.163 noticing the use of federal funds this notice incorporates by reference the Districts SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS and notifies parties that the approximated expenditure of Federal funds in this procurement is estimated at 30% of the contract volume. This report can be found on the District website (www.manateeschools.net) contained in the Comprehensive Annual Financial Report (CAFR), SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS for the fiscal year of this Solicitation.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

SAFETY STANDARDS: All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

MATERIAL SAFETY DATA SHEETS: Any items bid which contain substances found on the current State of Florida Toxic Substances List must include with shipment the appropriate Material Safety Data Sheets (MSDS).

SHOP DRAWINGS: Shop drawings are required from the successful bidder(s) and approval from the School District of Manatee County prior to starting installation unless waived by the School District of Manatee County.

SAMPLES: The School District of Manatee County reserves the right to request samples to be submitted at a later date for evaluation purposes, even though not specifically called for in the original specifications. Upon such request, samples shall be provided at no expense to the School District.

Samples not destroyed in testing will be available for return to all vendors upon notification by the Purchasing Department. Samples will be returned at no expense to the School District. Samples for which no return authorization has been received after thirty (30) days of notification shall be considered donations to the School District by the vendor.

INSPECTION: All items shall be subject to inspection after receipt at destination. Any deviation from the specifications, shortage of weights and/or any commodities that are found to be inferior or otherwise not in conformity with the specifications, the School District of Manatee County shall have the right to reject. Further, the rendering of inferior products or poor service, shall constitute a Breach of Contract and upon receipt of written notification of unsatisfactory performance, the contract shall be terminated immediately.

BRANDS: Bidders shall indicate for each item bid, the name and model of the brand being bid. An example of the brand desired may be provided for each item contained in this bid. This is done to provide the bidder with information regarding the nature and quality of the materials required and is not meant to restrict bidding to that particular brand, unless the term "No Equivalent will be accepted" or "Only" appears on the Form of Proposal. However, if the item bid varies from the one described descriptive literature in the form of catalogs or brochures which illustrate the product sufficiently for evaluation must accompany the submitted bid for consideration. Bids received without this information or with insufficient information, as determined by the Evaluation Committee, will not be considered. Once an item is awarded from this bid to a successful bidder, no substitution of brands will be permitted. If the bidder does not indicate that an item proposed to be furnished is other than specified, the specified item shall be supplied by the bidder upon issuance of a purchase order.

QUALIFIED PRODUCTS LIST (QPL): The product(s) listed herein is the only product(s) for which bids will be accepted. Bids submitted for any other product(s) will not be considered. Vendors who wish to have their products added to the QPL for future bids must, at their own expense, have the appropriate tests performed and submit acceptable results to the Purchasing Department. Contact the Purchasing Department for specific instructions.

TESTING: If, after delivery of the products by the successful bidder, the quality of any product shipped is questionable, the School District reserves the right to have it tested by the Florida Department of Agriculture or by an independent testing facility. In the event test results prove the product does not meet specifications, the cost of the testing shall be borne by the vendor and upon return of all unused materials, the vendor shall refund the entire purchase cost.

FACILITY INSPECTION: The School District of Manatee County reserves the right to inspect or have their representatives inspect the supplier's facilities at any time.

DELIVERY DATES: Delivery time shall be in accordance with time frames stipulated on the Form of Proposal by each vendor. Any delivery including back ordered items, not made within the specified period of time may be assessed a one percent (1%) per day late charge unless prior written approval is obtained from the Purchasing Department. Assessment of such charge will be applied to all sums owing said vendor. Assessment of said charge will be at the sole discretion of the School District of Manatee County and administered by the Purchasing Manager. Other assessments as outlined elsewhere in this document may also apply.

OVER SHIPMENTS/INCORRECT SHIPMENTS: Vendors will be notified of over shipments and/or incorrect shipments. If return authorization is not received within thirty (30) days, such items shall be considered as donations to the School District.

PALLETIZED SHIPMENTS: All shipments, except foam products, shall be palletized. The School District of Manatee County reserves the right of refusal at the delivery location for unpalletized shipments. No additional shipping charges shall be incurred due to refusal of shipment.

DELIVERY NOTICE: Vendors shall notify the School District of Manatee County forty-eight (48) hours prior to delivery to ensure availability of receiving personnel. The School District reserves the right of refusal at delivery location if prior notice has not been received.

FREIGHT CHARGES: Successful bidder(s) shall ship all materials F.O.B. DESTINATION. Shipments sent freight collect will be subject to refusal at receiving point.

FREIGHT CLAIMS: It shall be the responsibility of the shipper to replace damaged and/or lost shipments. Freight inspection reports will be furnished to the shipper promptly upon receipt from the carrier; however, it will be the shipper's responsibility to file a claim against the carrier.

DRUG FREE WORK PLACE CERTIFICATION: In accordance with section 287.087, Florida Statute, whenever two or more bids, proposals or replies that are equal with respect to price, quality, and service are received by the School District of Manatee County for the procurement of commodities or contractual services, a reply received from a business which certifies that it has implemented a Drug Free Workplace Program by signing the enclosed Drug Free Workplace Certification Form, shall be given preference in the award process.

DEBARMENT AND SUSPENSION: (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts

that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''

ANTI-DISCRIMINATION: a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions

MINORITY, SMALL, AND WOMEN OWNED BUSINESS: School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

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

CLEAN AIR ACT: (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

BYRD ANTI-LOBBYING AMENDMENT: (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT: The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS: 2 CFR §200.333: When federal funds are expended by HCPS for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will

retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

APPENDIX A

BIDDER ACKNOWLEDGEMENT

District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination, School Warehouse, One Matzke Way, Bradenton, Florida, 34208.

ADDITIONAL PURCHASES: In the event additional purchases are desired, prices shall remain in effect through _____.

WARRANTY: Materials/Services are guaranteed against defects in materials and workmanship for a period of _____.

Company Name: _____

Print Name: _____

Signature: _____ Date: _____

APPENDIX B

BIDDER'S EXPERIENCE AND QUALIFICATIONS

In providing responses to the following questions, if Bidder answers 'Yes' to any of the questions below, then describe the circumstances, current status, and ultimate disposition of each matter using a separate page attached to this document.

1. Years in business under present name:_____Years performing work specialty: ____
   Licenses currently valid and inforce: _____

2. Bidder's Representative
   Provide the following information for the representative assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

   Name:_____Phone #:_____Cell #: _____

   Email:_____

3. Has Bidder been declared in default ofany contract? ☐Yes ☐No

4. Has Bidder ever forfeited on any performance bond payment issued by a Surety company on any contract? ☐Yes ☐No

5. Has an uncompleted Contract been assigned by Bidder's Surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under? ☐Yes ☐No

6. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

7. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

8. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition or hostile take-over, either as atarget or as a pursuer?
   ☐Yes ☐No

9. References: Provide three references from agencies to which Bidder has provided goods or services to in the past two (2) years. At least one reference should be a public school system.

REFERENCES

Reference # 1

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

Reference # 2

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

Reference # 3

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

The School District of Manatee County is authorized to check your company's previous performance and contact references.

_____

Authorizing Signature (Respondent)

APPENDIX C

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

If Bidder's principal place of business is outside of the state of Florida, write Bidder's name and political subdivision (county or municipality) where Bidder's principal place of business is located.

Name of Bidder: _____

Bidder's principal place of business (County and State): _____

Pursuant to Section 287.084(2), F.S., "a vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

The Attorney for an Out of State Bidder shall complete the following:

Legal Opinion Regarding State Bidding Preferences

Bidder's principal place of business is in the State of _____and it is my legal opinion that the laws of that state *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Legal Opinion Regarding Political Subdivision Preference

Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws:

Signature of out of state Bidder's attorney: _____

Printed name of out of state Bidder's attorney: _____

Address of out of state Bidder's attorney: _____

Telephone number of out of state Bidder's attorney: _____

Email of out of state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

APPENDIX D

BIDDER'S STATEMENT OF FINANCIAL QUALIFICATION

The following questions are presented to evaluate a Bidder's financial ability, capacity and/or resources to acquire and maintain the required staffing for this Contract. If Bidder answers 'Yes' to any of the questions below, then Bidder shall describe the circumstances, current status, and ultimate disposition of each matter using a separate page and attach it to this document.

1. Has Bidder been declared in default of any contract? ☐Yes ☐No

2. Has Bidder forfeited payment of performance bond issued by a surety company on any contract? ☐Yes ☐No

3. Has an uncompleted contract been assigned by Bidder's surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations thereunder? ☐Yes ☐No

4. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

5. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

6. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐Yes ☐No

7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Bidder with all state and regulatory agencies.

_____

_____

_____

_____

8. Bidder must provide the name and address of all persons or entities serving or intending to serve as principals in Bidder's firm.

_____

_____

_____

_____

_____

_____

Company Name

_____

Corporate Name of Bidder (Typed)

_____ _____

Authorized Representative's Signature **Date**

APPENDIX E

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published 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) Informed employees about the dangers of drug abuse in the workplace, the business'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) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, 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 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.

5) Imposed a sanction on or required 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.

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.

_____

Company Name

_____

Signature of Contractor's Authorized Official

_____

Name and Title (Printed)

_____

Date

APPENDIX F

FEDERAL DEBARMENT CERTIFICATION
CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549*, *Debarment and Suspension*, *7 CFR Part 3017*, *Section 3017.510*, *Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***

**** **BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE** ****

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Company Name

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

APPENDIX G

SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
    b. Have a material business relationship involving the supply of military equipment, or
    c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
    d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
    b. Have made material investments with the effect of significantly enhancing Iran ‘s petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

_____

Company Name

_____

Signature of Contractor’s Authorized Official

_____

Name and Title of Contractor’s Authorized Official

_____

Date

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/

APPENDIX H

BYRD ANTI-LOBBYING AMENDMENT,
31 U.S.C. § 1352 (as amended)
CERTIFICATION

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
Company Name

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

APPENDIX I

Employment Eligibility Verification ("E-VERIFY")

By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on this document; by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: _____

_____

Company Name

_____

Signature of Contractor's Authorized Official

_____ _____

Name and Title of Contractor's Authorized Official **Date**

APPENDIX J

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: _____

Address: _____

Phone Number: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Email Address: _____

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

As the person authorized to sign on behalf of Vendor, 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 her or his 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 toward 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 document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

_____ _____

Signature of Authorized Representative Date

APPENDIX K

ANTI-DISCRIMINATION AMENDEMENT

The Proposer agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Proposer further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

BUSINESS/COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

*SIGNATURE: _____ DATE _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

Project Innovations Inc

712 Wesley Ave Building A

Tarpon Springs FL 34689

727-460-8449

Date: October 27, 2025

Bill To:

City of Treasure Island

10451 Gulf Blvd

Treasure Island FL 33706

Ship To:

Rosselli Park

2nd Street

Treasure Island FL 33706

ProjectInnovationsFlorida@gmail.com

Contact #1:	Cathy Hayduke	**Phone:**			
Contact #2:		**Mobile:**		**Email:**	

Qty.	Item #	Description/Colors/Mounting/Etc…	MSRP	4% Disc	Total
1	SHADE SAILS	8 Post 7 Sails Shades	$105,350.00	$ (4,214.00)	$101,136.00
	Sail 1	30' 38' 43'3'' Post Height Elev 16'18'23'			
	Sail 2	30' 36' 41'8'' Post Height Elev 18'20'24'			
	Sail 3	27 '30' 41'8'' Post Height Elev 18'19'24'			
	Sail 4	26' 29' 29' Post Height Elev 18' 19' 22'6''			
	Sail 5	27' 29' 29' Post Height Elev 18' 19' 22'6''			
	Sail 6	27' 29' 35' Post Height Elev 18' 19' 23'			
	Sail 7	24'6''35'43.3''Post Height Elev 16'18'23'			
1	Retro	Retro Fit Shade attached to swing	$ 13,200.00	$ (448.00)	$ 12,752.00
		Not Permited (Installed)			
1	Sails Install	Sail Shade & Post Spread Footer Install	$ 68,477.50	$ (2,739.10)	$ 65,738.40
		Includes Repairs to Turf			
1	PERMIT	Permits waived by City			
1	ENG	Engineered Drawings Calcs	$ 4,500.00		$ 4,500.00
1	FHT	Designated Freight	$ 7,500.00		$ 7,500.00

PARK&PLAYGROUND EQUIPMENT SDMC. 26-0041-MR	REFERENCE #
Expires 31st August 2030	

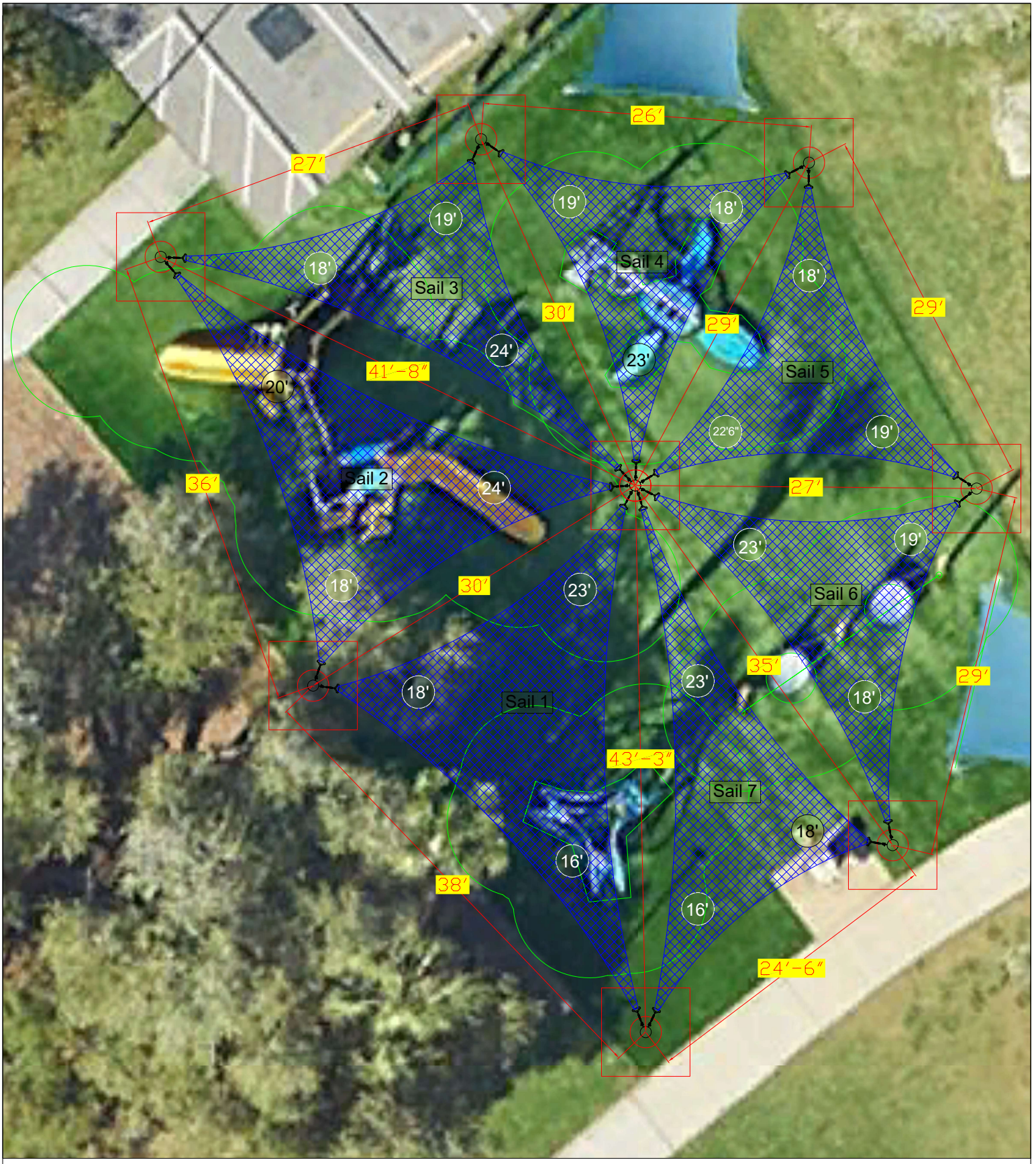
Sub Total	$191,626.40
Total	$191,626.40

Order Approved By (signature): _____

Date:_____

Quote is valid for 30 days on all equipment and install. Quote is valid for 10 days on all freight. Quote excludes site preparation. The customer is responsible for locating all underground phone & utility lines 72 hours prior to the installation date by calling 811. By initialing, customer acknowledges that any damage done as a result of not locating these lines will be the customers liability. (Initial) _____

Without FULL installation, customer is responsible for arranging for the off-loading of equipment & check-in. If during installation, large rocks or concrete are found additional costs for removal will occur. Additional expenses must be approved by both parties. All customers are required to pay local and state taxes. If a customer has tax exempt status, Project Innovations Inc must retain a copy of 501(C)(3) or other proof of tax exempt status.



IMPORTANT

The footing sizes provided by Modern Shade LLC are estimated only and may change after actual engineering is performed on footings due to local conditions and codes.

Modern Shade LLC is not responsible if actual engineered footings differ from the estimates provided or if any additional costs for footing installation are incurred by customer.

**** PRELIMINARY - NOT FOR CONSTRUCTION ****
**** DIMENSIONS BASED ON GE IMAGE ****

Confidential Proprietary Information:

The information contained herein is proprietary to Modern Shade LLC and shall not be reproduced or disclosed in whole or in part, or used for any design or manufacture except when user obtains direct written authorization from Modern Shade LLC.

551452 PROJECT

A0 SHEET

Rosselli Park
2nd Street East
Treasure Island, FL 33706

Modern Shade

Revision	Description	Date	Drawn
6			
5			
4			
3			
2			
1			
0	For Approval	10-21-25	JP


GENERAL STORE



Modern Shade
Premium Fabric Shade Structures

4213 Felter Lane
Austin, Texas
78744

Warranty

Modern Shade, LLC. ("MODERN SHADE") warrants that all Commercial Shade Products (Product) sold shall be free of defects in materials or workmanship. The Warranty set forth shall be the purchaser's sole and exclusive Warranty and is effective from the date of Product shipment or pickup. MODERN SHADE further warrants:

LIMITED 20 YEAR NON-PRORATED WARRANTY against failure due to rust-through corrosion on all Commercial steel frames with the exception of powder coated steel frames installed within 5 miles of the coast which has a 10 YEAR NON-PRORATED WARRANTY against failure due to rust-through corrosion. Failure to provide routine maintenance as stated in the below Required Maintenance and Care will void the Warranty.

LIMITED 10 YEAR NON-PRORATED WARRANTY on all HDPE Commercial shade fabric and Teflon stitching against cracks, tears, material breakdown or significant fading as a direct result of ultra-violet exposure with the exception of Red, which carries a 3 year limited warranty. MODERN SHADE reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color.

Note: All HDPE Commercial shade fabric and Teflon stitching over 40' in length carry a limited 5 year non-prorated warranty. Other non-HDPE fabrics are covered by their respective manufacturer's warranty.

LIMITED 1 YEAR WARRANTY on all moving parts, surface coat finish or any other product or part not covered by one of the above warranties.

All of the above Warranties exclude any cosmetic issues. MODERN SHADE reserves the right to repair or replace any item covered by this Warranty. MODERN SHADE shall deliver all repaired or replacement part or parts to the customer **FREE OF CHARGE**. MODERN SHADE shall not be responsible for providing labor or the cost of labor for the removal of the defective part or parts and the installation of any replacement part or parts. All Repaired or Replacement parts shall be warranted for remainder of original warranty. The Warranty shall be void if the Product is not paid for in full within 30 days. MODERN SHADE specifically denies the implied warranties of fitness for a particular purpose and merchantability. The Warranty is void if the Product is not installed in strict compliance with the MODERN SHADE specifications. Purchaser shall notify MODERN SHADE in writing within thirty (30) days following the discovery of the alleged defect, detailing any defects for which a Warranty claim is being made; otherwise the Warranty shall be void. The Warranty shall be void if damage to the Product or any of its components is caused by misuse; harmful chemicals; excessive loads, pressures or forces such as abnormal weather conditions outside or in excess of the design specifications; acts of God; falling objects other than hail; explosions; fire; riots; civil commotion; vandalism; external forces; acts of war; radiation; harmful fumes or foreign substances in the atmosphere; floods; abuse by machinery, equipment or any persons; immersion in salt or chlorine water; not performing maintenance as described in the below Required Maintenance and Care; causes not within MODERN SHADE'S control; or if modifications are made to the Product without prior written consent from MODERN SHADE including but not limited to attaching signs, banners, lights or decorations. All Commercial shade products are designed for 90 MPH wind speed (three second gusts) and 5 PSF snow load, unless otherwise stated. Fabric Tops must be removed if weather conditions are expected to exceed these design limits. Commercial steel frames without a membrane top are designed for 150 MPH wind speed (three second gusts). Light fixtures are limited solely to the manufacturer's warranty.

4213 Felter Lane
Austin, Texas
78744

Liability Limitation:

Modern shade shall not, in any event, be liable in contract or in tort (including negligence) for loss of profits or revenue, loss of use of equipment or facilities, cost of capital, or for any special, indirect, incidental or consequential damages of any nature resulting from or in any manner relating to the product covered hereby, it's design, use, any inability to use the same or any delay in delivery of the same. Furthermore, it is understood and agreed that the sole and exclusive remedy with respect to defective product shall be the repair, correction or replacement thereof pursuant to the foregoing provisions. Should the product or any part of it prove so defective, however as to preclude the remedying of warranted defects by repair or replacement, the customer's sole and exclusive remedy shall be the refund of the purchase price of the product, or part thereof which is defective, upon its return to modern shade. Furthermore, modern shade is not liable for damage to property caused by rain or hail. Corrections of non-conformities and defects in the manner and for the period of time provided above shall constitute fulfillment of all liabilities of modern shade to the customer, whether based on contract, negligence or otherwise with respect to or arising out of such product. No warranties or representation at any time made by any sales representative, dealer, agent or any person shall be effective to vary or expand the above express warranty or any other term hereof.

Required Maintenance and Care

Failure to provide the following routine maintenance shall void the Warranty.

Maintenance of Fabric Tops:

Fabric tops should be checked annually to ensure proper cable tension is maintained throughout the Warranty period. To remove dirt or bird droppings from fabric tops, simply spray the underside with water. For stubborn dirt, mild dish soap may be applied and rinsed.

Maintenance of Steel Frame:

Owner is responsible for routine maintenance to preserve the finish and welded joints. If surface rust or corrosion appears (regardless of cause), owner shall remove with sand paper or wire brush, prime and repaint. Ensure all connecting hardware is properly secured. Ensure all bolted connections and slip fit joints are caulked as needed. Failure to provide routine maintenance will void the Warranty.

MASTER SERVICES AGREEMENT NO. 20777

This Master Services Agreement No. 20777 (this "**Agreement**") is effective on date of last signature ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**Company**") and Client (defined herein). Company and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

As used in this Agreement, "Company" means the Company Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

Company and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by Company (and as modified in writing by the Parties, each an "**Order**"). Company will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by Company to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the appliable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or Company, nor will such Change Order be the basis for any claim for additional compensation by Company, until Client and Company have agreed in writing to the same.

Each Company Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party and the applicable Affiliate will invoice client for the same. In no event will a Company Affiliate be liable for any of the obligations or liabilities of any other Company Affiliate pursuant to this Agreement.

2. Fees

Client shall pay to Company the fees and other compensation and or reimbursement set forth in each Order. The Client acknowledges that it may incur expenses as associated with non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after Company has made the applicable arrangements; or (ii) If Client is not prepared upon Company's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

3. Invoicing and Payment

Unless otherwise stated in an Order, Company will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

All invoices shall be submitted in accordance with the Local Government Prompt Payment Act, sections 218.70 through 218.80, Florida Statutes. All payments shall be due on the date established by the Local Government 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 Local Government Prompt Payment Act is received by the Client. 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 Client does not pay sales tax and will provide sales tax exemption information at the written request of Company, where necessary. Failure to pay invoices by the due date, unless Company has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing per the applicable Order.

To the extent that Client is not exempt and/or has not communicated its tax status to Company, Client further agrees to pay amounts equal to any federal, state or local, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to Company under this Agreement or any other Agreement between the Parties, exclusive of taxes based on Company's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages (**"Recurring Services"**) will automatically renew unless Client has

(a) terminated the Agreement and/or applicable Order, per Section 4;
(b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
(c) not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees);

Once payment has been received, no refunds for Recurring Services are available.

4. Term, Termination, and Cancellation

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

(a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
(b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
(c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event"),** unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
(d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist Company Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist Company with any other activities or tasks required to complete the Services in accordance with the Order.

6. Company Personnel

Neither Company nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. Company shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, Company shall be responsible for all acts or omissions of its Personnel.

Company may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with Company employees "**Personnel**"). Company remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any Company Personnel is not suitable, Company shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular Company Personnel member has been identified as a key resource to the relevant Order, Company at its sole discretion may reassign, if and as necessary, other appropriately qualified Company Personnel to the relevant Order as long as such assignment will not affect Company's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. Except for government entities, In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Confidential Information

The Parties acknowledge that in the course of Company providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by Company to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"**Confidential Information**" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. The Parties recognize that the Client is a governmental entity which is subject to the public records and open meetings laws of the State of Florida and nothing contained herein shall be construed as authorizing or agreeing to any action which would violate such laws. All information claimed to be Confidential Information shall be clearly, distinctly, and separately marked and identified in writing as such. Regardless of whether such information is marked or identified as such and notwithstanding any provision contained in this Agreement, no information claimed to be confidential shall include any information that: (i) was already in the public domain or is otherwise already disclosed; (ii) was already known to the recipient, without restriction, at the time of disclosure; (iii) was independently developed by the recipient without any use of such information; (iv) was properly obtained by the recipient from a third party lawfully in possession of such information and without breach of such third party's obligations of confidentiality; or (v) must be disclosed pursuant to court order or under operation of law, including but not limited to the public records or public meetings laws of the State of Florida because such information: (a) does not meet the definition of trade secret as prescribed by section 815.045, Florida Statutes, as may be amended from time to time, or (b) is not otherwise exempt from the public records and open meetings laws of the State of Florida pursuant to a specific statutory exemption. The determination of the applicability of statutory exemptions to a particular record will be made by the Client, in its sole and absolute discretion.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by Company under any Order, to the extent that the same are custom and unique in application to Client, (whether or not such Order is completed) ("**Works**"), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. Company shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing Company shall not use or disclose any Client Confidential Information or Deliverables custom and unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Company agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, Company shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) Company software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Company and/or Client; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which Company had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to Company.

Should Company, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), Company shall retain any and all rights in such Pre-existing Work. Company hereby grants Client a paid up, royalty free, world-wide, non-exclusive license to use outputs generated by the Company software and Pre-existing Work for its internal business needs for the term of each applicable Order.

Client understands and agrees that Company may perform similar services for third Parties using the same Personnel that Company may use for rendering Services for Client hereunder, subject to Company's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that Company, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "**Personal Information**" (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then Company shall safeguard this information in accordance with these laws. Company may disclose Personal Information and other Client provided information for business purposes only on a need-to-know basis and only to (i) Company Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information and other Client provided information in a like manner as Company safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. Company may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. Company shall have no duty to notify Client of such compliance with law. Company takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that Company experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, Company shall notify Client in writing within five (5) business days of confirming the same.

11. Warranty

(a) General Representation and Warranty.

Client represents and warrants that it shall have all rights and licenses, including, without limitation those related to data, software and the like, of third parties, necessary or appropriate for Company to access or use such data and/or third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of Company.

(b) Services Warranty.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10, THE APPLICABLE EXHIBITS AND/OR ORDERS, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS A WAIVER OF THE PARTIES' IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING.

(c) General Warranty.

Company shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that Company agrees that Client may be a publicly traded company and Company shall instruct Company Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) Company also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

a. Indemnification.

To the extent caused by Company, Company shall indemnify, defend, and hold Client harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("Claims") for bodily injury or tangible property damage arising out of Company's performance within the scope of its responsibilities under this Agreement or by a third-party alleging that the use of any Deliverable (expressly excluding third party software and/or cloud host provider) as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights perfected in the United States. Notwithstanding the foregoing, Company shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than Company, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by Company. If Client is enjoined from using the Deliverable or Company reasonably believes that Client will be enjoined, Company shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then this Agreement may be terminated at either Party's option, and Company's sole liability shall be subject to the limitation of liability provided in this Section.

b. Indemnification Procedure.

Client shall give Company (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless it unconditionally releases Client of all liability and does not otherwise negatively impact Client's rights, including, without limitation, those in its intellectual property); and (iii) at Company's cost, all reasonable assistance.

c. Limitation of Liability.

Except for a breach of intellectual property rights, a third party's end user and/or terms of use agreement, and to the extent caused by the applicable Party:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT OBLIGATIONS; (ii) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST TWELVE (12) MONTHS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL AGREEMENTS BETWEEN THE PARTIES, REGARDLESS OF WHETHER EXECUTED PRIOR TO OR SUBSEQUENT TO THIS AGREEMENT. EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, Company shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and $1,000,000 employers' liability
- Comprehensive General Liability: $2,000,000 per occurrence and $4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: $1,000,000 per occurrence and $3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: $3,000,000 in the aggregate

Company, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. Company represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

If to Company
MCCi, LLC
3717 Apalachee Parkway
Suite 201
Tallahassee, FL 32311
Attn: Legal Department
Email: legal@mccinnovations.com

If to Client:
City of Treasure Island
10451 Gulf Boulevard
Treasure Island, FL 33706
Attn: Ralf Brookes, City Attorney, Vose Law Firm
Email : ralfbrookes@gmail.com

15. Miscellaneous

(a) Third-Party EULA (End User License Agreement) Provisions.

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements (**"EULA"**), if supplied by Company and agreed to by Client, for any products procured on behalf of Client by Company and Company shall not be responsible for such products except related services provided directly by Company

(b) Use of Open-Source Code.

Except as disclosed in the Order, Company does not distribute nor otherwise use any open-source or similar software in a manner that would obligate Company to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "**Open Source**" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or

equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without Company's help. Company is not responsible for any damages caused by Client's customization of the software. Company will not be held responsible for correcting any problems that may occur from these customizations.

(d) Company Software Configuration Services.

Client may elect to contract with Company to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to Company for any damages that could be related to these software configurations.

(e) Compliance with Laws.

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.

To the extent required by law and applicable to Client, Company agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Scrutinized Companies.

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

(i) E-Verify

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

(j) Foreign Countries of Concern.

Pursuant to section 286.101, Florida Statutes, Company shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Company'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. Company represents that within one (1) year before proposing any contract to the Client, Company provided a copy of such disclosure to the Florida Department of Financial Services. Company must complete Florida Department of Management Services Form PUR 1355, Foreign Country of Concern Attestation, incorporated by reference into rule 60A-1.020, F.A.C.

(k) No Agreement Funds for Identification Documents.

Company agrees that Company does not and will not, nor will it allow a subcontractor to, use any funds from the Client 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.

(l) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "**Force Majeure**" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(m) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit Company's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, Company will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be Company Confidential Information.

Client shall bear all costs associated with audits.

(n) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(o) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(p) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(q) Dispute Resolution.

Should a dispute arise between Company and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single mediatiorfor resolution the Parties will bear their own costs and will share equally in the costs and fees assessed by the mediator for its services. If not resolution is reached by mediation, then the Parties may bring action in civil court .

(r) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(s) Publicity.

Company may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

(t) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(u) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document

format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(v) Governing Law.

This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

(w) Survival.

Sections 2 (Fees), 3 (Invoicing and Payment), 6 (Company Personnel), 7 (Non-solicitation), 8 (Confidential Information), 9 (Intellectual Property), 10 (Data Privacy), 11 (Warranty), 12 (Indemnification and Limitation of Liability), 14 (Notices), 15 (Miscellaneous), and all other terms that by their context are intended to survive, whether in or under this Agreement, shall survive termination or expiration of this Agreement.

(x) Bench Trial.

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(y) No Class Actions.

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(z) Limitation Period.

Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

(aa) Public Records.

Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Company on behalf of the Client, Company shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the Client to perform the work contemplated by this Agreement; (b) upon request from the Client's custodian of public records, provide the Client 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 Company does not transfer the records to the Client in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the Client, in its sole and absolute discretion, requests that all Public Records in possession of Company be transferred to the Client, Company shall transfer, at no cost, to the Client, all Public Records in possession of Company within thirty (30) days of such request or (ii) if no such request is made by the Client, Company shall keep and maintain the Public Records required by the Client to perform the work contemplated by this Agreement. If Company transfers all Public Records to the Client pursuant to (d)(i) above, Company 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 Client and provide the Client with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Company keeps and maintains Public Records pursuant to (d)(ii) above, Company shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology of the Client. If Company does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the Client 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 Company is acting on behalf of the Client.

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

Telephone number: 727-547-4575

E-mail address: cityclerk@mytreasureisland.org

Mailing address: Attn: City Clerk, 10451 Gulf Blvd, Treasure Island, FL 33706

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC

Signed: E-SIGNED by Victor D'Aurio on 2025-11-14 14:57:24 GMT

Name: Victor D'Aurio

Title: COO

Date: November 14, 2025

CITY OF TREASURE ISLAND ("Client")

Signed: _____

Name: _____

Title: _____

Date: _____

Attest:

_____
City Clerk

10451 GULF BOULEVARD
TREASURE ISLAND, FL 33706

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 20777

LASERFICHE PLATFORM CHANGE ORDER

Pursuant to Master Services Agreement No. 20777 ("**Agreement**"):

This Laserfiche Platform Change Order, designated as Addendum No. 1 (this "Addendum" or "Order"), is entered into as of November 14, 2025, ("**Addendum Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quotes or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Addendum, are void and of no effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC

Signed: E-SIGNED by Victor D'Aurio on 2025-11-14 14:57:43 GMT

Name: Victor D'Aurio

Title: COO

Date: November 14, 2025

CITY OF TREASURE ISLAND ("Client")

Signed: _____

Name: _____

Title: _____

Date: _____

PRICING: LASERFICHE

3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill to: Lisa-Marie Kennedy
lkennedy@mytreasureisland.org
Ship to: Chris Pagan
cpagan@mytreasureisland.org
cc AP Contact: finance@mytreasureisland.org; ckidwell@mytreasureisland.org
Cloud Admin: Lisa-Marie Kennedy
lkennedy@mytreasureisland.org

Client Name: City of Treasure Island
Client Address: 10451 Gulf Blvd, Treasure Island, FL 33706
Quote Number: 38755
Quote Type: Platform Change

Quote Date: November 11, 2025

Product Description:	*Qty.*	*Unit Cost*	*OMNIA – NCPA 01-162*	*Annual Total*
LASERFICHE CLOUD ANNUAL SUBSCRIPTION - BASIC				
☑ LF Cloud Municipality Site License (<10k Population)	1	$3,415.00	$3,312.55	$3,312.55
☑ Laserfiche Cloud Records Management Subscription	1	Included*	Included*	Included*
☑ Laserfiche Cloud Quick Fields Complete with Agent Subscription (10-Pack)	1	Included*	Included*	Included*
☑ Laserfiche Cloud Direct Share, Up to 200MB	1	Included*	Included*	Included*
☑ Laserfiche Cloud Advanced Audit Trail Subscription	1	Included*	Included*	Included*
☑ Laserfiche Cloud Unlimited Public Portal	1	Included*	Included*	Included*
☑ Laserfiche Cloud Forms Portal Subscription (Unlimited Submissions Per Month)	1	Included*	Included*	Included*
☑ Laserfiche Cloud ScanConnect Subscription	10	$105.00	$101.85	$1,018.50
☑ Smart Fields (Up to 50,000 Extractions Per Year)	1	Included*	Included*	Included*
☑ Laserfiche Cloud SDK Subscription	1	Included*	Included*	Included*
Laserfiche Annual Recurring Subscription Subtotal				***$4,331.05***
MCCi SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION				
☑ MCCi Process Administration Support Services for Laserfiche (MPASS) *Client needs are estimated based on the current components provided herein: up to 15 hours that will expire at the end of your renewal term.*	1	$2,835.00	$2,835.00	$2,835.00
☑ MCCi's Learning Management System (LMS) for Laserfiche Site License, Population Less than 10,000	1	$450.00	$450.00	$450.00
☑ MCCi SLA for Laserfiche Site License, Population Less than 10,000	1	$600.00	$540.00	$540.00
MCCi Supplemental Support Services Annual Recurring Subscription Subtotal				***$3,825.00***
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION				***$8,156.05***

Service Description:	*Qty.*	*Unit Cost*	*OMNIA – NCPA 01-162*	*Total*
MCCi SERVICE PACKAGES				
☑ Self-Hosted Data Migration to Laserfiche Cloud *Client must upgrade to newest version of Laserfiche to utilize the Laserfiche Data Migration Tool.*	1	$2,925.00	$2,778.75	$2,778.75
☑ Laserfiche Repository Administrator Training - Half Day (Remote)	1	$1,250.00	$1,187.50	$1,187.50
☑ Laserfiche User Training - Full Day (Remote)	1	$2,415.00	$2,294.25	$2,294.25
☑ Implementation Management	1	$3,825.00	$3,633.75	$3,633.75
Service Packages Subtotal				***$9,894.25***

GRAND TOTAL - ONE-TIME SERVICES	***$9,894.25***

EXISTING LASERFICHE SOFTWARE SUPPORT CREDIT		
☑ Laserfiche Avante Starter Public Portal	-1	
☑ Laserfiche Avante Server for SQL Express with Workflow	-1	
☑ Laserfiche Avante Named Full User with Snapshot and Email	-25	
☑ Laserfiche Avante Web Client	-25	
☑ Laserfiche Avante Standard Audit Trail	-25	
☑ Laserfiche Avante ScanConnect 5 Pack (Legacy)	-2	
☑ Laserfiche Software Support Credit Proration	1	
☑ ***Existing Laserfiche Software Support Credit Total***		***N/A***

EXISTING MCCI SUPPORT/SUBSCRIPTION CREDIT		
☑ MCCi's Learning Management System (LMS) for Laserfiche On-Premise (25-49 Users)	-1	
☑ OCR Scheduler for Laserfiche	-1	
☑ Managed Support Services	-1	
☑ MCCi Supplemental Support/Subscription Services Credit Proration	1	
Existing MCCi Supplemental Support/Subscription Credit Total		***N/A***

GRAND TOTAL - ESTIMATED EXISTING SUPPORT CREDIT	***N/A***

TOTAL LASERFICHE PROJECT COST	***$18,050.30***

**Products shown as "Included" will be implemented and configured ONLY if the applicable MCCi Service Package(s) is included in this order, or product(s) can be implemented and configured at a later date with the purchase of the applicable service package(s).*

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal. Recurring Services portion of this Order and/or applicable Addendum will renew upon payment of annual renewal invoice.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

REMOTE SERVICES

All services will be performed remotely unless noted otherwise. All Services pricing assumes the Client will grant MCCi **secure unattended access.**

[remainder of page intentionally left blank]

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	Within 30 days of receipt of Order

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	▪ **Initial Sale:** Upon delivery of software or activation of the subscription ▪ **Annual Renewal:** 75 days in advance of expiration date
Professional Services: Statement of Work	Defined in Statement of Work

SUPPLEMENTAL SUPPORT PACKAGES

As Client's first-tier solution provider, MCCi provides multiple options for technical support. Client's annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi's Managed Support Services (MMSS) or Process Administration Support Services (MPASS & MPASS2) packages are strongly encouraged to be included with every renewal. Supplemental Support Packages are annual subscriptions and pricing is based on the package purchased and an advanced discounted block of hours, which expire on the same date as Client's annual renewal. MMSS pricing for the advanced block of hours is based on MCCi's Support Technician II hourly rate discounted by 10%. MPASS and MPASS2 pricing for the advanced block of hours is based on MCCi's Application Support Analyst hourly rate discounted by 10%.

LASERFICHE

	MCCi's Managed Support Services	MCCi's Process Administration Support Services	
Description	**MMSS**	**MPASS**	**MPASS2**
Easy access to MCCi's team of Certified Technicians for application break/fix support issues (i.e., error codes, bug fixes, etc.)⁺	■	■	■
Remote access support through web conferencing service⁺	■	■	■
Access to product update version and hotfixes (Client Download)⁺	■	■	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums⁺	■	■	■
Additional Remote Basic Training	■	■	■
Additional System Settings Consultation	■	■	■
Assistance with Implementation of Version Updates	■	■	■
Annual Review (upon Client's request) of Administration Settings	■	■	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■	■	■
Configuration and maintenance of *basic* business processes and MCCi packaged solution utilizing Laserfiche Forms and Workflow	■	■	■
Configuration of Laserfiche Quick Fields sessions	■	■	■
Basic Records Management Module Overview Training	■	■	■
Administration Configuration Services	■	■	■
Dedicated Certified Professional		■	■
Proactive recurring consultation calls upon the Client's request		■	■
Annual Review of business process configurations			■
Institutional Knowledge of Client's Solution			■
Maintenance of MCCi/Client configured *complex* business processes			■
Ability to schedule after-hours upgrades Monday-Friday 8 am to 10 pm ET and Saturday-Sunday from 12 pm to 4 pm ET			■
Basic JavaScript, CSS, and Calculations for Laserfiche Forms*			■

⁺ Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

***** Excludes the development of new integrations, large-scale development projects, and SQL queries. Excludes maintenance of custom-built integrations, or any item not purchased from MCCi.

**** Hours:** MCCi allows clients to use their hours for a multitude of services, if a request will not start a service that cannot be completed with the hours available. None of the packages listed above are intended to be utilized to configure a new *complex* business process. In those instances, a separate SOW is required.

CLIENT RESPONSIBILITIES (All Packages)

- For self-hosted (applications hosted by Client) solutions: Configuring/maintaining backups and any general network, security, or operating system settings outside of Client's solution.
- Managing application-level security.
- Managing and creating retention policies related to Records Management Module.
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary.
- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- Creating/providing process diagrams (and any other necessary paperwork/examples).

SUPPLEMENTAL SUPPORT PACKAGE DEFINITIONS

ADDITIONAL REMOTE TRAINING

Additional web-based training is conducted to train new users or as refresher training for existing users.

ADDITIONAL SYSTEM SETTINGS CONSULTATION

MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.

REMOTE IMPLEMENTATION OF VERSION UPDATES

While Client's renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of MMSS, MCCi is at Client's service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on the complexity and the Client's specific configurations, major software upgrades may or may not be covered and should be discussed with Client's Account Management Team.

ANNUAL SYSTEM REVIEW & ANALYSIS

MCCi will access Client's system to review how Client's organization uses Client's solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

LASERFICHE CERTIFICATIONS

Priority offering of complimentary Laserfiche certifications, based on availability.

LASERFICHE CONFERENCE REGISTRATION

Priority offering of complimentary Laserfiche Empower registration, based on availability.

CONFIGURATION AND MAINTENANCE OF BASIC BUSINESS PROCESS

Utilizing Laserfiche Forms and Workflow, MCCi will assist with the configuration and maintenance of *basic* business processes. A basic business process requires minimal configuration and virtually no institutional knowledge of the Client's business process, allowing an MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process. Examples include Filing Workflows, simple Forms, or approval/notification workflows that have few routing steps, no integration, and little to no database lookups.

MAINTENANCE OF MCCi PACKAGED SOLUTION: MCCi will assist with maintenance with a solution MCCi has created for a market that has a specific business process automation use.

CONFIGURATION OF LASERFICHE QUICK FIELDS SESSIONS

Using Client's current Quick Fields modules, MCCi will configure Quick Fields sessions, excluding custom scripting, custom calculations, etc.

BASIC RECORDS MANAGEMENT MODULE OVERVIEW TRAINING

MCCi will provide refresher overview training of the records management module. Initial training cannot be performed under this support level.

ADMINISTRATION CONFIGURATION SERVICES
MCCi will assist with administration configuration services, including setting up users, metadata, security, etc.

DEDICATED LASERFICHE CERTIFIED PROFESSIONAL
While on MCCi's **MMSS** level, Client will have access to MCCi's team of Certified Support Professionals; with **MPASS** and **MPASS2,** Client will have a representative dedicated to Client's organization.

SCHEDULED RECURRING CONSULTATION CALLS
Upon Client's request, Client's **MPASS** representative will schedule recurring calls with Client to discuss Client's current and upcoming projects. This helps us stay on the same page with Client and ensure tasks and project milestones are being completed.

ANNUAL REVIEW OF BUSINESS PROCESS CONFIGURATIONS
MCCi will review Client's business processes to see how Client's organization uses the solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

INSTITUTIONAL KNOWLEDGE OF CLIENT SOLUTION
Turnover within Client's organization can happen, and it is important to have a plan. Who will help Client's new solution administrator get up to speed on Client's processes and solutions in place? Leave that to us. MCCi documents Client's specific organization's usage and implemented business processes, integrations, etc., and can assist with the knowledge transfer to the new solution administrator if needed.

MAINTENANCE OF MCCI/CLIENT CONFIGURED COMPLEX BUSINESS PROCESSES
The assigned representative can maintain MCCi- or Client-configured *complex* business processes. A *complex* business solution is a large business process with an extensive configuration that is mission-critical to the organization. For example, minor tweaks, updates due to upgrades, process improvements, etc. can be requested.
For creation of new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with Client's Account Executive or Account Manager.

ABILITY TO SCHEDULE AFTER-HOURS UPGRADES
Avoid MCCi's after-hours premium charge for upgrades. MPASS2 clients can schedule these anytime Monday-Friday from 8 am to 10 pm ET and Saturday and Sunday from 12 pm to 4 pm ET.

BASIC JAVASCRIPT, CSS AND CALCULATIONS FOR LASERFICHE FORMS
Excludes complex scripting.

BASIC LASERFICHE WEBLINK/PUBLIC PORTAL CUSTOMIZATION
MCCi will help customize Client's WebLink/Public Portal to meet Client's needs.

MCCI'S LEARNING MANAGEMENT SYSTEM (LMS) FOR LASERFICHE*

MCCi LMS is a powerful resource to enhance your operations by viewing Laserfiche trainings and easily create custom videos tailored to your specific use cases. With MCCi LMS you'll be able to:

- Learn how to use the Laserfiche solution with ever-increasing content of training videos
- Develop training materials specific to your agency's workflows
- Streamline onboarding of new employees
- Improve knowledge sharing across your team

**The LMS subscription gate is based on Laserfiche user counts*

SERVICE LEVEL AGREEMENT (SLA)*

MCCi's SLAs are offered as additional options to Client's annual support/subscription. An SLA offers clients escalated response times depending on the severity of the support issue, as well as other additional benefits. The SLA documentation and pricing is readily available upon request. MCCi currently has two separate SLAs available:

- Infrastructure Hosting
- Application Support
  - Client Self-Hosted
  - Cloud Applications

* *Full SLA document is available upon request*

[remainder of page left intentionally blank]

GENERAL ASSUMPTIONS

To determine which platform/licenses are applicable, please refer to the Pricing section. The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the Scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a Change Order.

- MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client is responsible for ensuring that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the services performed.
- Any additional software-licensing needs related to this service/process configuration have not been considered or included as part of service packages. Client is responsible for ensuring required software licensing is available.
- If the Services require MCCi to access client data, item, and/or use any third party software products provided or used, Client represents and warrants that it shall have all rights and licenses, including, without limitation those of third parties, necessary or appropriate for MCCi to access or use such data and/ or third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a Change Order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Through the course of this project, MCCi may choose to utilize a third-party service for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in program.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the services as reasonably necessary; and (iii) be available to assist MCCi with any other activities or tasks required to complete the services.
- **All Services pricing assumes the Client will grant MCCi secure unattended access** to the required infrastructure for the project. Secure unattended access requires the following:
  - Either a VPN connection with proper credentials or installation of on-demand remote access software utilized by MCCi.
  - Connections that can be made by an assigned MCCi Project Team without intervention from the Client from the hours of 8:00 AM ET to 8:00 PM ET.
  - A Windows Domain account assigned exclusively to the assigned MCCi Project Team, with passwords provided, that has administrative access to all infrastructure being serviced for purposes of the project.
  - A Windows Domain account, and complete access to that account including the password, for the service account to be used with any installed software products.
  - **Failure to provide this access will result in a Change Order increasing the cost to Client and timeline of the project.**
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new

project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.

- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- All services will be performed Monday – Friday, 8 am to 8 pm EST.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through MCCi's LMS for Laserfiche.
- Client will acquire, install, and set up TLS certificates that meet application requirements.
- Purchase of Managed Cloud services may cover some of these assumptions/deliverables.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, client will reimburse MCCi accordingly, and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (ii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

GENERAL TESTING DEFINITIONS

- **Alpha Testing –** Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client
- **Basic Deployment Testing –** Defined as testing to ensure that the crucial functions of the system are operating properly and that the deployment is stable
- **Beta Testing –** Defined as the testing performed to verify functionality and fulfillment of user requirements
- **User Acceptance Testing –** Defined as testing performed by the Client's users to verify and accept the implemented functionality or deployment

GENERAL EXCLUSIONS

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining backups, backup plans or recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

SELF-HOSTED DATA MIGRATION TO LASERFICHE CLOUD

MCCi's Self-Hosted Data Migration to Laserfiche Cloud Package is designed to migrate an existing self-hosted Laserfiche system to a new Laserfiche Cloud environment.

CLIENT DELIVERABLES

- Provide a Windows account that has administrative rights to each server (can create, write, and read the various Laserfiche databases, and has administrative rights to the Laserfiche applications)
- Purchase a Laserfiche Cloud license that includes the features and data needed to migrate the self-hosted system

MCCi DELIVERABLES

- Migrate a single (1) repository from the Client's environment to the Laserfiche Cloud system
- Assist Client with switching one (1) installation of a self-hosted application (Windows Client, Quick Fields, Import Agent, etc.) to work with Laserfiche Cloud
- Perform basic software deployment testing
- Upgrade one existing installation of Laserfiche Server to the latest version of Laserfiche.
- Create up to three (3) Laserfiche User Groups.
- Set entry access security for up to two folder levels with no more than ten (10) folders in each level, for up to three (3) user groups.

EXCLUSIONS

MCCi is not responsible for the following:

- Upgrading Laserfiche applications except for the Laserfiche Server
- Upgrading SQL Server
- Migration of Laserfiche workflows, Laserfiche Forms Business Processes, or multiple repositories
- Migration or installation of Quick Fields Sessions
- Switching Windows users or groups to Repository users or groups

ASSUMPTIONS

- If Client has SQL 2016 or newer, additional professional services time may be needed to complete the migration.
- Laserfiche server is running Windows Server 2012 R2 or higher.
- Data is being migrated to a new Laserfiche Cloud system.
- During the migration of the self-hosted system to Laserfiche Cloud, both systems will be unavailable.
- Data is being migrated to a new Laserfiche Cloud system.
- The current Client infrastructure meets the requirements needed to install and run the Laserfiche Cloud Migration tool.

LASERFICHE REPOSITORY ADMINISTRATOR TRAINING – HALF DAY

MCCi's Administrator Training is available as a single half-day session. The goal is for your organization to have a trained repository administrator. The single half-day session focuses on ongoing management of the repository with a focus on user management, troubleshooting user permissions, monitoring and auditing user activity, and managing metadata. The complete list of training topics is listed below.

- User Management & Security
- Monitoring User Activity
- Licensing
- Metadata Management
- Repository Architecture Overview
- Cloud Navigation
- General Repository Settings
- Folder Security
- Recycle Bin Settings

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Have access point for each attendee (laptop, desktop application, etc.)
- Provide the requisite IT system access
- Verify trainees can login to Laserfiche prior to scheduled training

MCCi DELIVERABLES

- Provide one (1) training session for three (3) hours

- Provide Repository Administration training according to the level of package purchased
- Provide training for up to six (6) users per session

ASSUMPTIONS

- Attendees have either attended a Laserfiche User Training or have requisite prior user experience
- A single half-day onsite training will be accompanied by other training packages

EXCLUSIONS

- MCCi is not responsible for customizing training materials for the client.

LASERFICHE USER TRAINING – FULL DAY

MCCi's User Training is a great introduction to the Laserfiche repository, which is accessed through an application called the Laserfiche Client or the Laserfiche Cloud site. Attendees will become familiar with how to import new content, how to search and retrieve existing content, and how to export. Your organization can choose whether training is conducted on the web-based or on the Windows Desktop Client. Your organization can work closely with the product trainer to identify user functions. The trainer can emphasize certain topics listed below.

- Import Options & Scanning
- Search & Retrieval
- User Options
- Metadata Usage & Reports
- User Navigation
- Export Options
- Repository Organization
- Document Modification
- OCR & Generating Text

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Have access point for each attendee (laptop, desktop application, etc.)
- Provide the requisite IT system access
- Verify trainees can login to Laserfiche prior to scheduled training

MCCi DELIVERABLES

- Provide two (2) training sessions for three (3) hours each
- Provide Laserfiche User training according to the level of package purchased
- Provide training for up to six (6) users per session

ASSUMPTION

- Onsite training will be scheduled in full-day sessions where applicable. Scheduling exceptions can be discussed with your trainer.

EXCLUSIONS

- MCCi is not responsible for customizing training materials for the client.

IMPLEMENTATION MANAGEMENT PACKAGE

MCCi will manage the work, communication, and documentation MCCi deems necessary for successful project delivery.

MCCi DELIVERABLES

- Manage Client communication
- Produce project documentation
- Oversee risk/issue management
- Oversee meeting scheduling
- Ensure deliverables are met
- Budgeting and Resource Management

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each party's limited liability, or there exists no master agreement, except for breach of any intellectual property right, or end user terms of use, and/or license agreement, liability is limited to the amount of dollars received by MCCi directly associated with this Order in the twelve (12) months prior to the date of the Claim. If the applicable agreement provides for a limitation of liability, then such limitation applies to the greatest extent allowed.

MCCi also does not warrant any third-party products procured on behalf of Client. If there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer and MCCi has no liability associated therewith.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain a non-exclusive, royalty-free, world-wide, license to use the product(s) as such product(s) is integrated into the solution purchased from MCCi and for the term of the applicable subscription(s) by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche
- GovBuilt software

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without MCCi's help. MCCi is not responsible for any damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

FEES

Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse Company for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by Company in connection with the Services ("Order Expenses"). If relevant, and provided to Company, Company will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding Company's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse Company for the full amount of expenses invoiced.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If Company is reselling a license and/or subscription of a third-party product to Client, then Company will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to Company within 15 days of the date of the notice of such increase. Upon receipt of such notice, Company will cancel Client's license and/or subscription to the third-party licensed product.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends this Addendum, pursuant to the Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing as applicable.

WARRANTY

Company warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the applicable subject matter, in a professional, competent, and workman-like manner.

Company's delivery of a Deliverable to Client shall constitute a representation by Company that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in this Addendum. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications, set forth in the hereunder, Client shall have five (5) business days after Company's submission to give written notice to Company specifying the deficiencies in reasonable detail. Company shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, Company shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

COMPANY DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT COMPANY SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN THIS ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR COMPANY, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALLY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND COMPANY'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN THE MASTER SERVICES AGREEMENT. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING COMPANY WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH COMPANY IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING COMPANY TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN COMPANY. COMPANY ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND COMPANY HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS ORDER OR THE AGREEMENT, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be Company's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by Company), Client shall pay Company for all costs incurred for all evaluation, correction or other services performed by Company relating to such claim on a time and materials basis at Company's then-standard rates.

[remainder of page intentionally left blank]

LASERFICHE CLOUD ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

REQUIREMENTS

Laserfiche Cloud is not recommended for clients with less than 10 mb/s download and upload speed. Client is responsible for ensuring they meet these requirements.

LASERFICHE CLOUD AGREEMENT

As part of Client's account activation process, Laserfiche requires acceptance of the Laserfiche Cloud Agreement, which is made available by Laserfiche during the activation process, or can be supplied by MCCi upon request.

- By accepting this Order, Client acknowledges Laserfiche's Cloud Agreement and agrees to abide by its terms and absolve MCCi of any Laserfiche Cloud product-related liability.

LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are bundled Laserfiche Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. Laserfiche Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Continued access to Client's Laserfiche solution

POLICIES

- Laserfiche Cloud subscriptions are annual, prepaid and non-refundable.
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf. This is not contingent upon a completed implementation.
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e. prorating for less than 4 months may not be permittable due to the timing of renewal invoicing.)

LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
  - Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
  - Access to Client's Laserfiche Cloud solution will be deactivated after 30 days (or based on Laserfiche's then current policy).
- Cloud products cancelled 30+ days before the renewal date will not be charged a cancellation fee.

- Cloud products cancelled 1 – 30 days before or on the renewal date will be charged a 10% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 1 – 30 days after the renewal date will be charged a 50% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 30+ days after the renewal date are nonrefundable.
- Subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

Cloud Renewal Cancellation Timeframe	Cancellation Fee
30+ days before the renewal date	No Fee
1-30 days before or on the renewal date	10% Cancellation Fee
1-30 days after the renewal date	50% Cancellation Fee
30+ days after the renewal date	Non-Refundable

OVERAGE FEES FOR DATA STORAGE/BANDWIDTH

If additional data storage or bandwidth is needed mid-term, additional charges will apply. MCCi recommends reviewing this annually and pre-purchasing any additional storage/bandwidth based on anticipated needs.

DATA RESTORATION SERVICES

Laserfiche Cloud backups are solely intended for recovering the multitenant SaaS platform from a systemwide outage event. Clients are responsible for their own data backups for incremental/snapshot purposes, if desired. On an exception basis and subject to written approval from Laserfiche, Client may receive assistance to restore data which it may have lost as a result of its own actions. Additional fees may apply.

LASERFICHE SOLUTION PROVIDER OF RECORD

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to process subscription renewals and initiate additional purchases on Client's behalf. Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.

[remainder of page intentionally left blank]