



**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, March 25, 2025
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING – REVISED AGENDA
(Revised as to the addition of Presentation Item a.)

1. Presentations -

a. March 11, 2025 Election Results

Results of the March 11, 2025 Municipal Election to be read into the record.

2. Approval of the Agenda -

Action Request: Motion to approve the March 25, 2025 agenda.

3. Helene and Milton Recovery Efforts - Standing Agenda Item

a. Presentation: Helene and Milton Recovery Efforts

4. Audience Comments -

Public participation is encouraged. If you wish to address the City Commission, please fill out a speaker's card and provide it to the City Clerk. Once you are called, please come to the podium and state your name and address for the record. Comments shall be limited to 3 minutes and shall be limited to non- public hearing items on the agenda. Public comment on agenda items will be allowed when that item is called. If you plan to make a presentation as part of your public comment, the presentation must be provided to the City Clerk 24- hours in advance of the meeting.

5. Consent -

a. Approval of Commission Meeting Minutes: March 10, 2025, Executive Session and 6:00 p.m. Regular Business Meeting

b. Proclamations - Renewal State of Local Emergency - Hurricane Helene Approval of Extension 26

c. Proclamations - Renewal State of Local Emergency - Hurricane Milton Ratify Extension 24 and Approval of Extension 25

d. Approval of the Special Event permit request with street closure and alcohol consumption for the Corey Avenue Business Association Seafood Festival on May 16-May 18, 2025.

e. Approve the contract with TK Elevator in the amount of \$418,028.92 for the modernization of the elevators at Fire Station 23 and Community Center and authorize the City Manager to execute the agreement.

f. Approve Change Order 1 to add the Public Services elevator Modernization to the scope of work with TK Elevator in the amount of \$152,342.80 and authorize the City Manager to execute the agreement.

g. Motion to approve Grant Agreement No. L0110 with the State of Florida Department of Environmental Protection (FDEP) in the amount of \$625,000.00 for Don CeSar neighborhood stormwater outfall structures and authorize the City Manager to execute the Agreement.

6. Action Items -

a. Election of Vice Mayor

Motion to elect _____ as Vice Mayor.

b. Appointments/Re-appointments to the City of St. Pete Beach Advisory Boards and Committees

Appointments to the Advisory Boards and Committees.

c. Appointments to Outside Agencies

Appointments to outside agencies and organizations include: Barrier Island Government Council (BIG-C), Florida League of Cities (FLC), Mayors Council of Pinellas County (MCPC), Pinellas County Flood Insurance Committee (PCFIC), Suncoast League of Cities (SLC), and the Tampa Bay Regional Planning Council (TBRPC).

Action Request: Motion to approve the board appointment(s) as discussed.

7. Resolutions -

a. Adoption of Resolution 2025-07: A RESOLUTION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PASS-A-GRILLE COMMUNITY CHURCH, INC., DOING BUSINESS AS THE MONTESSORI BY THE SEA SCHOOL, FOR THE PURPOSE OF ACCEPTING PARTIAL FUNDING FROM THE SCHOOL TOWARDS THE PURCHASE OF PLAYGROUND EQUIPMENT AT HURLEY PARK, LOCATED AT 1501 PASS-A-GRILLE WAY WITHIN THE CITY OF ST PETE BEACH AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PROJECT INNOVATIONS, INC FOR CONSTRUCTION OF THE PLAYGROUND.

Action Requested: Motion to adopt Resolution 2025-07.

b. Resolution 2025-08 Limited Duration Temporary Agreement for the purpose of hiring 7 Permit Technicians: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING THE PERSONNEL RULES AND REGULATIONS FOR LIMITED DURATION TEMPORARY EMPLOYEES; AND PROVIDING FOR AN EFFECTIVE DATE.

Action Requested: Motion to adopt Resolution 2025-08.

8. Items for Discussion -

a. Report on City Clerk Vacancy (with possible action)

City Clerk Candidate Discussion, Motion for Appointment of Selected Candidate, or Next Steps

9. City Clerk, City Manager, City Attorney and City Commission Reports -
10. Adjournment -

APPEAL: In accordance with 286.0105, Florida Statute (Notices of meetings and hearings must advise that a record is required to appeal), if a person decides to appeal any decision made by this committee, board, agency, or commission with respect to any matter considered at this 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.

AMERICANS WITH DISABILITIES ACT (ADA): In accordance with the Americans with Disabilities Act and Florida Statutes, if any person with a disability defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding, he or she should contact City Hall at (727) 367-2735.

PUBLIC COMMENT INSTRUCTIONS FOR THOSE NOT PHYSICALLY PRESENT:

The City has made accommodations for those who cannot be physically present or do not feel comfortable appearing in person. If a member of the public would like to provide comments for the meetings, they may do so in the following ways:

- Email the City Clerk by 12:00 p.m. on the day of the meeting at cityclerk@stpetebeach.org
- Leave a voicemail message by calling **727.363.9225** by 12:00 p.m. the day of the meeting
- Upload or submit a video or audio file online by 12:00 p.m. the day of the meeting at <https://www.stpetebeach.org/PublicComment>

In your three (3) minute or less comment, please be sure to include your name and address for the record.

**The public is cordially invited to attend this meeting.
All agenda material is available for review at City Hall or www.stpetebeach.org.**

OATH OF OFFICE

I, LISA ROBINSON DO SOLEMNLY SWEAR (OR AFFIRM) THAT I WILL SUPPORT, PROTECT AND DEFEND THE CONSTITUTION AND GOVERNMENT OF THE UNITED STATES AND OF THE STATE OF FLORIDA; THAT I AM DULY QUALIFIED TO HOLD OFFICE UNDER THE CONSTITUTION OF THE STATE; AND THAT I WILL WELL AND FAITHFULLY PERFORM THE DUTIES OF _____ COMMISSIONER ON WHICH I AM ABOUT TO ENTER. SO HELP ME GOD.



Lisa Robinson
Commissioner

STATE OF FLORIDA

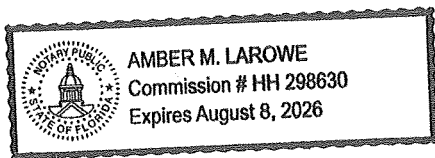
COUNTY OF PINELLAS

Sworn to and subscribed before me this 12th day of March, 2025 by Lisa Robinson, who (X) is personally known to me or (____) produced _____ as identification.



Amber M. LaRowe, Notary Public

My commission expires: 08/08/2026



OATH OF OFFICE

I, **JOE MOHOLLAND** DO SOLEMNLY SWEAR (OR AFFIRM) THAT I WILL SUPPORT, PROTECT AND DEFEND THE CONSTITUTION AND GOVERNMENT OF THE UNITED STATES AND OF THE STATE OF FLORIDA; THAT I AM DULY QUALIFIED TO HOLD OFFICE UNDER THE CONSTITUTION OF THE STATE; AND THAT I WILL WELL AND FAITHFULLY PERFORM THE DUTIES OF _____ - COMMISSIONER ON WHICH I AM ABOUT TO ENTER. SO HELP ME GOD.



Joe Moholland
Commissioner

STATE OF FLORIDA

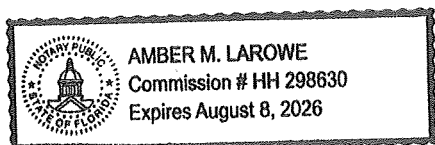
COUNTY OF PINELLAS

Sworn to and subscribed before me this 12th day of March, 2025, by Joe Moholland, who (X) is personally known to me or (____) produced _____ as identification.



Amber M. LaRowe, Notary Public

My commission expires: 08/08/2026



DRAFT
City Commission Special Meeting
Executive Session
March 10, 2025
4:30 PM

ELECTED/APPOINTED OFFICIALS PRESENT:

Adrian Petrila, Mayor
Joe Moholland, Vice Mayor, Commissioner, District 4
Karen Marriott, Commissioner, District 1
Lisa Robinson, Commissioner, District 2
Betty Rzewnicki, Commissioner, District 3

STAFF PRESENT:

Ralf Brookes, Interim City Attorney
Becky Vose, Interim City Attorney
Frances Robustelli, City Manager
Amber LaRowe, City Clerk (left after the close of the public portion)

Mayor Petrila called the meeting to order at 4:30 p.m., followed by the Pledge of Allegiance.

Attorney Brookes announced that the meeting today is an Executive Session, a closed meeting, according to Section 286.011(8), Florida Statutes, to discuss the litigation with Red, White & Booze, LLC, et. al. versus the City of St. Pete Beach, [Case No. 8:23-cv-2704-KKM-AAS, United States District Court Middle District of Florida Tampa Division].

Mayor Petrila closed the meeting to the public at 4:35 p.m.

Mayor Petrila opened the meeting to the public at 5:27 p.m.; with no further business, the meeting was adjourned.

MINUTES APPROVED:

GINNY KEETER-BODKIN
ACTING CITY CLERK

ADRIAN PETRILA
MAYOR

DRAFT
City Commission Meeting
March 10, 2025
6:00 p.m.

ELECTED OFFICIALS PRESENT:

Adrian Petrila, Mayor
Joe Moholland, Vice Mayor, Commissioner, District 4
Karen Marriott, Commissioner, District 1
Lisa Robinson, Commissioner, District 2
Betty Rzewnicki, Commissioner, District 3

STAFF PRESENT:

Ralf Brookes, Interim City Attorney
Frances Robustelli, City Manager
Amber LaRowe, City Clerk
Brandon Berry, Senior Planner
Laura Canary, Community Development Director
Candyce Galloway, Information Technology Director

Mayor Petrila called the meeting to order at 6:00 p.m., followed by the Pledge of Allegiance.

1. PRESENTATIONS

a. City Clerk Proclamation

Mayor Petrila read a proclamation dedicated to the City Clerk for her service to the City.

b. Pinellas County Potable Water Improvements in the City of St. Pete Beach

Susan Goebel-Canning, Pinellas County Utilities Planning and Project Management Division Director, presented the information attached to the agenda. This presentation discussed the potable water improvements in Pass-A-Grille at 9th Avenue and the Vina Del Mar neighborhood at the Maritana and 21st Avenue intersection.

c. Finance ERP Software

Candyce Galloway, Information Technology Director, gave a presentation to the City Commission on the City's ERP Software, which is made a part of the record. The presentation included topics such as:

- Current challenges with existing vendor Central Square Technologies
- How did we get here?
- Goals: Finance, HR, and Technology
- Outcome of business process review
- Cost analysis
- Recommendation
 - Aclarian ERP Implementation
 - Objectives
 - Citizen portal illustration
- Budgetary impact
- Procurement process
- Target milestones

City Manager Robustelli introduced Devon Schmidt, Finance Director, to the City Commission. Devon started with the City on March 3rd.

2. APPROVAL OF THE AGENDA

Commissioner Robinson requested that Ordinance 2025-02 be continued to allow for further dialogue with the community. She also requested a discussion on HVAC replacement/exchange.

City Clerk LaRowe announced that Ordinance 2025-05 is on the agenda due to an advertising error; there is no need to open the item for discussion as there is a workshop on April 22nd at 4:00 p.m.

Motion: Vice Mayor Moholland moved, Commissioner Rzewnicki seconded, and the motion carried 5-0 to approve the amended March 10, 2025, City Commission Meeting Agenda.

3. HELENE AND MILTON RECOVERY EFFORTS – STANDING AGENDA ITEM

Laura Canary, Community Development Director, reviewed the presentation on Hurricane Helene and Milton's recovery efforts, which is made a part of the record. Topics included:

- Permit processing
 - Preferred approach versus alternative approach
 - Elevations required for exterior equipment
 - Owner/builder applications
 - Inspectors and identification
- 3,234 applications submitted
- Average of 86 daily building permit inspections
- 2,883 assessments completed
 - Persisting challenges mentioned
- 680 appeals submitted
 - 139 in progress
 - 541 approved
- Volunteer program
- Elevate Florida

4. PUBLIC COMMENT

Resident Grant Izzi commented on permitting and advocated for better processes to expedite getting people in their homes.

Resident Jack Rice commented on the number of 5G towers near his home in Pass-A-Grille.

Resident Kelly Lee McFrederick commented on 5G towers and expressed her displeasure with these being near her home.

Business Owner Rob Czystczon mentioned that he has been waiting on a fence permit for the last seven weeks and has not been informed why he has not been able to get one. He opined that the City should have more open hours and played a recording of the hours that Pinellas County is operating.

Resident John Kurzman expressed his opinions on the City's processes for public hearings.

Resident Deb Schechner expressed her opinions on various topics, including permitting, 5G towers, thanks to staff, and Happy St. Patrick's Day.

Resident Ruta Hance commented on social media posts and the need for a policy.

Resident Dana Richardson suggested that the City consider holding a first reading on an ordinance, holding a community meeting, and then hosting the second/final reading. She then discussed protecting sea turtles and proactive code enforcement.

Resident Jay Anderson commented on 5G towers and his desire to hear from the City what they are, where they are going, etc.

5. CONSENT

- a. Approve the February 25, 2025, City Commission Meeting Minutes
- b. Proclamations - Renewal State of Local Emergency - Hurricane Helene Approval of Extensions 24 and 25
- c. Proclamations – Renewal State of Local Emergency – Hurricane Milton Approval of Extensions 22 and Approval of Extension 23
- d. Motion to approve the Services Agreement with Raftelis Financial Consultants, Inc. for review of fiscal years 2022 and 2023.
- e. Motion to approve the Professional Planning Services Agreement with Lynn Rosetti, AICP, CFM, covering the period of January 29, 2025, through January 29, 2026, not to exceed the amount of \$45,000.00, and authorize and authorize the City Manager to execute the agreement.
- f. Motion to approve a contract amendment to the 2024 Professional Planning Services Contractor with Lynn Rosetti, AICP, CFM, for an additional \$13,675.00 for planning services performed September 5, 2024, through January 30, 2025, and authorize the City Manager to execute the amendment.
- g. Motion to approve a contract with Willscot Modular Solutions for Temporary Fire Station 22 in the amount of \$211,891.55 and authorize the City Manager to execute the agreement.

Motion: Vice Mayor Moholland moved, Commissioner Marriott seconded, and the motion carried 5-0 to approve the March 10, 2025, City Commission Consent Agenda.

6. ACTION ITEMS

No items.

7. RESOLUTIONS

- a. **Adoption of Resolution 2025-05 temporarily suspending collection of revegetation bods for properties demolished due to damage from hurricanes Helene and Milton**

A RESOLUTION OF THE CITY OF ST. PETE BEACH FINDING INTENT, PROVIDING FOR A PAUSE IN THE ENFORCEMENT OF CERTAIN PROVISIONS OF THE ST. PETE BEACH CODE OF ORDINANCES AND LAND DEVELOPMENT CODE RELATING TO LANDSCAPING AND GROUNDCOVER REQUIREMENTS AND RELATED BONDS FOR PROPERTIES THAT ARE BEING DEMOLISHED, REPAIRED OR RESTORED DUE TO HURRICANE DAMAGE FOR THE DURATION OF THE LOCAL STATE OF EMERGENCY, BUT REQUIRING THE ENFORCEMENT OF LANDSCAPING AND GROUNDCOVER REQUIREMENTS FOR COMPLETED, REPAIRED AND RESTORED PROPERTIES; PROVIDING FOR SEVERABILITY, SCRIVENER'S ERRORS, CONSTRUCTION AND AN EFFECTIVE DATE AND EXPIRATION DATE.

Senior Planner Brandon Berry stated that this Resolution expires six months after the State of Local Emergency ends. This Resolution pauses the enforcement of bond requirements during this time; however, the installation of landscaping and groundcover requirements relating to completed, repaired, and restored properties shall be enforced.

Motion: Commissioner Marriott moved, Vice Mayor Moholland seconded, and the motion carried 5-0 to adopt Resolution 2025-05.

b. Adoption of Resolution 2025-06 temporary waiver of Sunday construct prohibition and related noise for interior work and exterior painting

A RESOLUTION OF THE CITY OF ST. PETE BEACH FINDING INTENT; PROVIDING FOR A PAUSE IN THE ENFORCEMENT OF CERTAIN PROVISIONS OF THE ST. PETE BEACH CODE OF ORDINANCES RELATED TO THE PROHIBITION ON CONSTRUCTION AND CONSTRUCTION NOISE ON SUNDAY FOR INTERIOR WORK AND EXTERIOR PAINTING ONLY UNTIL REPEALED, PROVIDING FOR SEVERABILITY, SCRIVENER'S ERRORS, CONSTRUCTION, AND AN EFFECTIVE DATE AND EXPIRATION DATE.

This Resolution also expires six months following the expiration of the State of Local Emergency.

This Resolution pauses the enforcement of the adopted limitation on construction work from 7:30 a.m. to 6:00 p.m. Monday through Saturday, only during the additional hours of 9:00 a.m. to 6:00 p.m. on Sunday. This is only applicable to interior construction work and exterior painting of existing structures and shall not allow for paving, construction of new structures, foundation work, reconstruction or replacement of exterior features on structures, exterior remodeling or additions, or similar work that affects the exterior of a structure, on Sundays within the pause period. It will not allow road closure permits associated with construction on Sunday unless determined by the City Manager as necessary for an emergency.

Attorney Katie Cole, representing the Don CeSar Hotel, favors this Resolution.

Motion: Commissioner Marriott moved, Commissioner Rzewnicki seconded, and the motion carried 5-0 to adopt Resolution 2025-06.

8. ORDINANCES

a. Ordinance 2025-05: Audible Noise

There will be no hearing. This item was inadvertently advertised. A workshop will be held on April 22, 2025, at 4:00 p.m. in the Commission Chambers.

b. Final Reading of Ordinance 2025-04 to adopt a Code Enforcement citation procedure for specified civil infractions of the Code of Ordinances and Land Development Code as an alternative to Special Magistrate hearing

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA FOR THE PURPOSE OF ADOPTING NEW CODE SECTIONS 22-285 THROUGH 22-289 PROVIDING FOR ALTERNATIVE CODE ENFORCEMENT THROUGH A CODE ENFORCEMENT CITATION PROCEDURE; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Mr. Berry informed the Commission that there has been no change since the first reading of this Ordinance. He

mentioned the current provision in Section 22-287(c)1 that allows code enforcement/law enforcement to issue a citation with no first warning if they believe the violation is transient.

Resident John Kurzman commented on the civil penalty amount if non-contested versus contested.

Motion: Vice Mayor Moholland moved, Commissioner Rzewnicki seconded, and the motion carried 5-0 to adopt Ordinance 2025-04.

c. Final Reading of Ordinance 2025-02 to adopt new provisions and consolidate existing provisions to create Code of Ordinances Chapter 95. beaches, regulating the operation, development, function, and use of the beach

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA FOR THE PURPOSE OF ADOPTING A BEACH ORDINANCE; AMENDING THE LAND DEVELOPMENT CODE, DIVISION 25 – COASTAL PROTECTION AND CONSERVATION, SECTION 25.9 – PERMIT REQUIRED; RENUMBERING SECTION 25.10 – PERMITTING PROCEDURES; RENUMBERING SECTION 25.11 – VARIANCES; AMENDING DIVISION 44 – MARINE TURTLE PROTECTION, SECTION 44.3 – PROHIBITION OF ACTIVITIES DISRUPTIVE TO MARINE TURTLES; RENUMBERING SECTION 44.4 THROUGH SECTION 44.9; AMENDING THE CODE OF ORDINANCES, CHAPTER 6 – ALCOHOLIC BEVERAGES, ARTICLE I – IN GENERAL; SECTION 6-5 – CONSUMPTION OR POSSESSION OF ALCOHOLIC BEVERAGES; CHAPTER 14 – ANIMALS, ARTICLE I – IN GENERAL, SECTION 14-2 – FEEDING WILD BIRDS IN PUBLIC AREAS; ARTICLE II – DOGS, SECTION 14-35 – PROHIBITED ON SAND BEACHES; RENUMBERING SECTION 14-36 – REGULATIONS FOR DOGS IN APPROVED OUTDOOR SEATING AREAS; AMENDING CHAPTER 58 – PARKS AND RECREATION, ARTICLE I - RECREATION; SECTION 58-1 – DEFINITIONS; ARTICLE II – CITY PARKS AND FACILITIES; SECTION 58-23 – VENDING IN CITY PARKS; RENUMBERING SECTION 58-24 – CAMPING; RENUMBERING SECTION 58-25 – DOMESTIC ANIMALS; AMENDING SECTION 58-26 – PROHIBITED ACTIVITIES IN CITY PARKS; RENUMBERING SECTIONS 58-27 THROUGH 58-31; ADOPTING SECTION 58-31 – SLEEPING DURING NIGHTTIME PROHIBITED; AMENDING CHAPTER 62 – PEDDLERS AND SOLICITORS, ARTICLE II – COMMERCIAL SOLICITATIONS; DIVISION 2 – PERMIT; SECTION 62-59 – APPLICATION; QUALIFICATIONS; CONTENTS; RENUMBERING SECTIONS 62-60 THROUGH 62-65; AMENDING DIVISION 3 – REGULATIONS; SECTION 62-93 – SPECIFIC RESTRICTIONS ON SOLICITATION ON SAND BEACH AREAS; RENUMBERING SECTION 62-94 – PERMITTED HOURS FOR SOLICITATION; RENUMBERING 62-95 – 62- 120 – RESERVED; AMENDING CHAPTER 94 – WATERWAYS, ARTICLE III – BEACHES, DIVISION 1 – GENERALLY; SECTION 94-66 – DEFINITIONS; SECTION 94-67 – PENALTIES; SECTION 94-68 – CHAIRS, TABLES, UMBRELLAS; SECTION 94-69 – PICNICS AND FOOD CONSUMPTION; SECTION 94-70 – SLEEPING DURING NIGHTTIME PROHIBITED; SECTION 94-71 – TIKI HUTS; SECTION 94-72 – TEMPORARY STRUCTURES; SECTION 94-73 – VEHICLE PERMITS; SECTIONS 94-74 - 94-79 – RESERVED; DIVISION 2 – BEACH MAINTENANCE REGULATIONS; SECTION 94-101 – REQUIREMENTS; SECTION 94-102 – PROHIBITIONS; SECTION 94-103 – EXEMPTIONS; SECTIONS 94-104 – 94-130 – RESERVED; CREATING NEW CHAPTER 95 – BEACHES; SECTION 95-1 INTENT AND PURPOSE; SECTION 95-2 – DEFINITIONS; SECTION 95-3 – PENALTIES; SECTION 95-4 – CHAIRS, TABLES, UMBRELLAS; SECTION 95-5 – PICNICS AND FOOD CONSUMPTION; SECTION 95-6 – TIKI HUTS; SECTION 95-7 TEMPORARY STRUCTURES; SECTION 95-8 – VEHICLE PERMITS; SECTION 95-9 – BEACH MAINTENANCE REGULATIONS; SECTION 95-10 – PROHIBITIONS ON SAND BEACH; SECTION 95-11 – ANIMALS PROHIBITED ON SAND BEACHES; SECTION 95-12 – DISTRIBUTION OF HANDBILLS AND OTHER ADVERTISING; SECTION 95-13 – FISHING ON THE BEACH; SECTION 95-14 – FEEDING WILD BIRDS AND SEABIRDS; SECTION 95-15 – FIREWORKS; SECTION 95-16 – MICRO-MOBILITY; SECTION 95-17 – VENDING ON PUBLIC BEACHES; SECTION 95-18 – SOLICITATION; SECTION 95-19 – PROHIBITION OF ACTIVITIES

DISRUPTIVE TO MARINE TURTLES; SECTION 95-20 – PERMIT REQUIRED; SECTION 95-21 – SPECIAL EVENTS ON THE BEACH; SECTION 95-22 – TRANSIENT LODGING FACILITIES; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

This item was removed from the agenda to allow for more public comment and discussion and will be advertised when a public hearing is scheduled.

9. ITEMS FOR DISCUSSION

a. HVAC Replacement/Exchange added

Commissioner Robins stated that her questions were addressed during the Hurricane Helene and Milton presentation. She asked the City Manager to add more information to the next meeting’s presentation and keep the community informed.

10. CITY CLERK, CITY MANAGER, CITY ATTORNEY, AND CITY COMMISSION REPORTS

Amber LaRowe, City Clerk, reminded everyone of the District 2 Commissioner Election, which will be held tomorrow, March 11th, from 7:00 a.m. to 7:00 p.m. in the Commission Chambers.

She announced that this was her last Commission meeting and thanked staff and the Commission for their support.

Attorney Ralf Brookes informed the Commission that his office received the judge’s ruling on the Secret Sidewalk case in favor of the City; when he gets the order, he will forward it along.

Vice Mayor Moholland thanked Mrs. LaRowe for her hard work in the City and for being a great resource to him.

He informed the public that if they see someone who claims to be an inspector for the City, they should ask for their badge or call 727.367.2735 if they have concerns.

Commissioner Rzewnicki thanked Mrs. LaRowe for her dedicated service to the City and wished her well on her new job.

She announced a civic association meeting on March 27th at 6:00 p.m. at the Lido Park pavilion.

Commissioner Robinson thanked Mrs. LaRowe for supporting and guiding her through the election process and wished her well in her new endeavor.

Commissioner Marriott thanked Mrs. LaRowe for her service to the City.

She talked about her experience with Elevate Florida and encouraged all residents to apply. She was excited to see more residents returning to their homes in District 1 and encouraged neighbors to continue looking out for each other.

Mayor Petrila expressed his appreciation for all Mrs. LaRowe has done for him since he became Mayor. He commented on the positive comments he receives from residents regarding her and her staff and has appreciated Mrs. LaRowe’s time and dedication to the City.

He will be attending the March 25th Commission Meeting via Zoom.

Mayor Petrila announced the Concert in the Park this Friday at 5:00 p.m. at Horan Park and reminded everyone of tomorrow's election in the Commission Chambers.

Mayor Petrila adjourned the meeting at 7:52 p.m.

MINUTES APPROVED:

GINNY KEETER-BODKIN
ACTING CITY CLERK

ADRIAN PETRILA
MAYOR



**PROCLAMATION
EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY
FOR HURRICANE HELENE
(Extension No. 26)**

CITY OF ST. PETE BEACH

WHEREAS, on September 24, 2024, at 5:00 PM, the Honorable Mayor Adrian Petrila, in accordance with the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II - Emergency Management, issued a Proclamation Declaring a Local State of Emergency for Hurricane Helene; and

WHEREAS, Hurricane Helene has passed St. Pete Beach, but its effects have been serious and widespread throughout the City causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the City Manager has consulted with staff and the Mayor and the Mayor has determined and declared that it is in the best interest of the residents and property owners of the City of St. Pete Beach to extend the Declaration of Local State of Emergency for an additional seven (7) days, and utilize the powers granted under Chapter 252, Florida Statutes.

NOW, THEREFORE, I, Adrian Petrila, Mayor, of the City of St. Pete Beach, Florida, do hereby proclaim in accordance with the Code of Ordinances of the City of St. Pete Beach, Pursuant to Chapter 34 – Civil Emergencies, Article II - Emergency Management, the Declaration of Local Emergency shall be extended for an additional seven (7) days as follows:

IT IS FURTHER PROCLAIMED THAT the above "Whereas" clauses are approved and are incorporated herein.

IT IS FURTHER PROCLAIMED THAT the City of St. Pete Beach hereby exercises its authority and waives the procedures and formalities required by law of a political subdivision as provided in Section 252.38(3)(a)5, Florida Statutes, pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- Curfew Orders

- Entering into contracts;
- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;
- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
- Appropriation and expenditure of public funds

IT IS FURTHER PROCLAIMED THAT the enforcement of the provisions of the following emergency ordinances, pursuant to the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II - Emergency Management, shall be in effect until the termination of the State of Local Emergency for Hurricane Helene.

IT IS FURTHER PROCLAIMED THAT this Proclamation will take effect at 5:00 PM on March 25, 2025, and shall expire seven (7) calendar days later unless extended (for periods not exceeding seven (7) calendar days at a time) by proclamation by the Mayor or as otherwise permitted by Florida Law or the City of St. Pete Beach Code of Ordinances.

IN WITNESS WHEREOF, I have here unto set my hand and caused the great Seal of the City of St Pete Beach, Florida, to be affixed this ____ day of _____ 2025.

Adrian Petrila, Mayor



**PROCLAMATION
EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY FOR
HURRICANE MILTON
(Extension No. 24)**

CITY OF ST. PETE BEACH

WHEREAS, on October 7, 2024, at 8:30 AM, the Honorable Mayor Adrian Petrila, in accordance with the City's Code of Ordinances, Chapter 34 – Civil Emergencies, Article II – Emergency Management, issued a Proclamation Declaring a Local State of Emergency for Tropical Storm/Hurricane Milton; and

WHEREAS, Hurricane Milton has passed St. Pete Beach, but its effects have been serious and widespread throughout the City, causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the City Manager has consulted with staff and the Mayor and the Mayor has determined and declared that it is in the best interest of the residents and property owners of the City of St. Pete Beach to extend the Declaration of Local State of Emergency for an additional seven (7) days, and utilize the powers granted under Chapter 252, Florida Statutes.

NOW, THEREFORE, I, Adrian Petrila, Mayor, of the City of St. Pete Beach, Florida, do hereby proclaim in accordance with the Code of Ordinances of the City of St. Pete Beach, pursuant to Chapter 34 – Civil Emergencies, Article II – Emergency Management, the Declaration of the Local State of Emergency shall be extended for an additional seven (7) days as follows:

IT IS FURTHER PROCLAIMED THAT the above “Whereas” clauses are approved and are incorporated herein.

IT IS FURTHER PROCLAIMED THAT the City of St. Pete Beach hereby exercises its authority and waives the procedures and formalities required by law of a political subdivision as provided in Section 252.38(3)(a)5, Florida Statutes, pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- Curfew Orders
- Entering into contracts;
- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;
- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
- Appropriation and expenditure of public funds

IT IS FURTHER PROCLAIMED THAT the enforcement of the provisions of the following emergency ordinances, pursuant to the City’s Code of Ordinances, Chapter 34 – Civil Emergencies, Article II - Emergency Management, shall be in effect until the termination of the State of Local Emergency for Hurricane Milton.

IT IS FURTHER PROCLAIMED THAT this Proclamation will take effect on March 24, 2025, and shall expire seven (7) calendar days later unless extended (for periods not exceeding seven (7) calendar days at a time) by proclamation by the Mayor or as otherwise permitted by Florida Law or the City of St. Pete Beach Code of Ordinances.

IN WITNESS WHEREOF, I have here unto set my hand and caused the great Seal of the City of St Pete Beach, Florida, to be affixed this ____ day of _____ 2025.

Adrian Petrila, Mayor



**PROCLAMATION
EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY FOR
HURRICANE MILTON
(Extension No. 25)**

CITY OF ST. PETE BEACH

WHEREAS, on October 7, 2024, at 8:30 AM, the Honorable Mayor Adrian Petrila, in accordance with the City’s Code of Ordinances, Chapter 34 – Civil Emergencies, Article II – Emergency Management, issued a Proclamation Declaring a Local State of Emergency for Tropical Storm/Hurricane Milton; and

WHEREAS, Hurricane Milton has passed St. Pete Beach, but its effects have been serious and widespread throughout the City, causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the City Manager has consulted with staff and the Mayor and the Mayor has determined and declared that it is in the best interest of the residents and property owners of the City of St. Pete Beach to extend the Declaration of Local State of Emergency for an additional seven (7) days, and utilize the powers granted under Chapter 252, Florida Statutes.

NOW, THEREFORE, I, Adrian Petrila, Mayor, of the City of St. Pete Beach, Florida, do hereby proclaim in accordance with the Code of Ordinances of the City of St. Pete Beach, pursuant to Chapter 34 – Civil Emergencies, Article II – Emergency Management, the Declaration of the Local State of Emergency shall be extended for an additional seven (7) days as follows:

IT IS FURTHER PROCLAIMED THAT the above “Whereas” clauses are approved and are incorporated herein.

IT IS FURTHER PROCLAIMED THAT the City of St. Pete Beach hereby exercises its authority and waives the procedures and formalities required by law of a political subdivision as provided in Section 252.38(3)(a)5, Florida Statutes, pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- Curfew Orders
- Entering into contracts;
- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;
- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
- Appropriation and expenditure of public funds

IT IS FURTHER PROCLAIMED THAT the enforcement of the provisions of the following emergency ordinances, pursuant to the City’s Code of Ordinances, Chapter 34 – Civil Emergencies, Article II - Emergency Management, shall be in effect until the termination of the State of Local Emergency for Hurricane Milton.

IT IS FURTHER PROCLAIMED THAT this Proclamation will take effect on March 31, 2025, and shall expire seven (7) calendar days later unless extended (for periods not exceeding seven (7) calendar days at a time) by proclamation by the Mayor or as otherwise permitted by Florida Law or the City of St. Pete Beach Code of Ordinances.

IN WITNESS WHEREOF, I have here unto set my hand and caused the great Seal of the City of St Pete Beach, Florida, to be affixed this ____ day of _____ 2025.

Adrian Petrila, Mayor

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Approval of the Special Event permit request with street closure and alcohol consumption for the Corey Avenue Business Association Seafood Festival on May 16-May 18, 2025.

Action Request: Motion to approve the Special Event permit request with street closure and alcohol consumption for the Corey Avenue Business Association Seafood Festival on May 16-May 18, 2025.

Strategic Objective:

Date: March 25, 2025

Prepared By: Mandy Edmunds, Operations Manager

Through: Frances Robustelli, City Manager

Summary of Issue: Corey Avenue Business Association is requesting approval for a Special Event permit for the St Pete Beach Downtown Seafood Festival to be held on Corey Avenue May 16 - May 18, 2025. This event includes street closures and alcohol consumption requests. The Promoter (Florida Penguin Productions) and sponsor (CABA) of this request met with City staff and Sheriff representative to discuss the logistics of this type of event on Corey Avenue and staff are comfortable proceeding with the Special Event permit request. The event is Friday, May 16 from 4pm-10pm, Saturday, May 17 from 12pm-10pm and Sunday, May 18 from 12pm-6pm. The street closures are on Corey Avenue between Gulf Blvd and Boca Ciega Dr as well as on Blind Pass Rd between 75th Ave and 73rd Ave. This is the same footprint as the existing Corey Avenue Sunday Market event. The event will consist of bands, vendors and food / beverage tents.

Funding:

Attachments: 1. Corey Ave Seafood Festival



City of St. Pete Beach Event Application

Applicant

Name of Applicant: Ken Hautmann Title (if applicable): President

Name of Organization (if applicable): Corey Avenue Business Associatin (CABA)

Tax Exempt? ☒ Yes ☐ No Non-Profit? ☒ Yes ☐ NO *If yes on either, please provide documentation*

Mailing Address: 363 Corey Avenue, St. Pete Beach, FL 33706

Cell Phone: 7276986014

Email: ken@chillstpetebeach.com

Event Information

Event Title: St. Pete Beach Downtown Seafood Festival Event/Organization Web Address: NA

Event Location(s): Corey Avenue between Boca Ciega Drive and Gulf Blvd and Blind Pass from 75th Ave to 73rd Ave

If location is private property, a letter giving permission for the event to take place on the property must be included with the application.

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>May 16th</u>	<u>Friday</u>	<u>4:00 PM</u>	<u>10:00 PM</u>
<u>May 17th</u>	<u>Saturday</u>	<u>12:00 PM</u>	<u>10:00 PM</u>
<u>May 18th</u>	<u>Sunday</u>	<u>12:00 PM</u>	<u>6:00 PM</u>

Set Up Date(s): Friday May 16th Time(s) 6:00 AM to _____

Cleanup Date(s): Sunday May 18th Time(s) _____ to 10:00 PM

Description of Event: Seafood Festival with Live Entertainment

Will this be an Annual Event? ☒ Yes ☐ No If yes, next year's date(s): May 15th, 16th, and 17th

Event Logistics

Estimated Attendance

(includes event crew, participants, and spectators)

3000 a day

This Year

Last Year (if Applicable)

Under City Ordinance Section 26-33 any special event which consists of 250 or more persons or the event is a sports related may require standby Emergency Medical Services (EMS) personnel, vehicle(s) and equipment. See Page 10 of the Event Guide for more on EMS service requirements.

The EMS and fire vehicle fees are listed below:

Fees for off-duty fire department personnel special detail (minimum of 3 hours):	\$50.00
Special event fire vehicle per hour per vehicle (minimum of 3 hours):	\$25.00

List all event activities: Live Entertainment on Stage. Large tented seating area. Vendors

Electricity Needed ☒ Yes ☐ No Source: City electric boxes on Corey Avenue

Will portable restrooms be used? ☒ Yes ☐ No If yes (include on site plan): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? ☐ Yes ☒ No If yes (include on site plan)

How Many? _____ Size: _____ Installation Date: _____ Removal Date: _____

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) Carlos and Joe: Friday 6pm to 10pm.

Saturday and Sunday entertainment TBD

Parking Plan (please be detailed and include on site map): See Attached. Ride Sharing will be encouraged

Food and Beverage:

Will alcohol be served or sold? ☐ Served ☒ Sold ☐ No Alcohol

Will there be food trucks? ☒ Yes ☐ No

All food trucks must be registered with the city.

If yes, please list the truck/trailer vendors

1. _____ St Pete Beach Food Truck Permit # _____
2. _____ St Pete Beach Food Truck Permit # _____
3. _____ St Pete Beach Food Truck Permit # _____
4. _____ St Pete Beach Food Truck Permit # _____

If you need additional space to list more food trucks please attached an additional sheet listing name of truck and the permit number.

Other Food Vendors that are not a truck or trailer

List all other vendors (art, crafts, clothes, etc) See Attached

Event Equipment – All equipment below other than a 10x10 tent requires a temporary structure permit. Please include the temporary structure permit for each piece of equipment listed below with the event application.

Tents: *Please list number of tents and size of each and include location on the site plan.*

Each vendor will have a 10x10 tent. See Attached diagram

Stage/Platforms: Please list dimensions, scaffolding, etc and include location on the site plan.

Stage - size TBD

All temporary structures that cover an area greater than 120 sq. ft. including connecting spaces with a common area means of egress or entrance that are used for the gathering together of 10 or more persons shall not be erected, operated, or maintained for any purpose without obtaining a permit from the Building Official. The application should include a site plan indicating the location of the structure and information delineating the means of egress and the occupant load. FBC 3103. The Building Official gives permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. All temporary power must comply with FFPA 70 NEC Article 590.

Vehicle on the Beach Permits

Do you need to have a vehicle on the beach for your event?

☐ Yes

☒ No

If Yes, please include a vehicle on the beach permit application with the event application

Street Closures

Does Event require any Road or Sidewalk Closures?

☒ Yes

☐ No

If yes, you must include all the details in the site plan including streets and times

Road	Start Intersection	End Intersection	Date	Times
Corey Avenue	Gulf Blvd	Boca Ciega Blvd	May 16th to	6am to
Blind Pass	75th Avenue	73rd Avenue	May 18th	10pm

Signage/Banners – Please list number, size and placement of each banner that you plan to use to promote the event. If requesting to hang a banner over 75th Ave, a FDOT permit is required and request must be made at least 90 days before the event.

City Equipment – Please indicate the number needed for your event, if none, please put a zero (0).

10 Barricades

 Cones

20 Trash Bins

As the Applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the special event guide, the event rules guidelines, requirements for tents and all policies, rules, regulations, and code provisions of the City of St. Pete Beach. I understand that any violations may result in immediate cancellation and revocation of the Event permits. I further certify that all the facts contained in this request are accurate.

No advertising for the event shall occur until this Special Event permit has been approved by City staff and Commission.

If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site conditions or code violation as identified by City Staff will result in revocation of the permit and/or code enforcement fines.

For events on Public property, I agree to obtain and furnish the City of St. Pete Beach with a certificate of general liability insurance in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the city. The insurance must name the City of St. Pete Beach as an additional insured.

I understand incomplete application or any outstanding financial obligations with any department with in the City of St. Pete Beach may result in a denial of my request.

Ken Hautmann

Print Name

CABA

Corporation Name (if applicable)

Signature

February 13th, 2025

Date

EVENT APPLICATION FEES

Up Type IA events: St Pete Beach Resident/Business that does not require site plan review, on-site inspections or other city services, does not require additional permits from other governmental agencies and will occur for not more than three consecutive days.

Type IB events: Non-Resident/Business that does require not require site plan review, on-site inspections or other city services, does not require additional permits from other governmental agencies and will occur for not more than three consecutive days.

Type IIA events: St Pete Beach Resident/Business that does require Business that does require site plan review, on-site inspections, city services and/or additional permits from other governmental agencies-

Type IIB events: Non-Resident/Business that does require Business that does require site plan review, on-site inspections, city services and/or additional permits from other governmental agencies.

Type III Events: include any event which cannot be reviewed under subparagraphs (a) or (b) of this section.

Attendance	Type IA	Type IB	Type IIA	Type IIB	Type III
Up to 249	\$25.00	\$50.00	\$75.00	\$100.00	TBD
250-500	\$50.00	\$100.00	\$250.00	\$350.00	TBD
501-999	\$75.00	\$150.00	\$500.00	\$650.00	TBD
1000+	\$100.00	\$200.00	\$750.00	\$1,000.00	TBD

OTHER FEES

Temporary Structure, Outdoor Cooking and Beach Fire permits are \$25 per permit.

Vehicle on the Beach permits is \$15. Food Truck/Trailer permit is \$170 annually

Fire Department stand – by is \$125 per hour with a minimum of 3 hours (1 crew and vehicle)



City Hall Parking

BOCA CIEGA DR.



GULF BLVD

#	Vendor Name	Type	#	Vendor Name	Type
1			50		
2			51		
3			52		
4			53		
5			54		
6			55		
7			56		
8			57		
9			58		
10			59		
11			60		
12			61		
13			62		
14			63		
15			64		
16			65		
17			66		
18			67		
19			68		
20			69		
21			70		
22			71		
23			72		
24			73		
25			74		
26			75		
27			76		
28			77		
29			78		
30			79		
31			80		
32					
33					
34					
35					
36					
37					
38					
39					
40					
41					
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					

A	open
B	open
C	open
D	open
E	open

Holder further acknowledges and represents that they, the undersigned, have full authority to execute this Hold Harmless Agreement and Release, and are bound by this Hold Harmless Agreement and Release.

5. Permit Holder freely and voluntarily assumes all risk of loss or injury arising from hosting said activities whether due to their negligence or the negligence or intentional acts of others.

6. Permit Holder agrees not to represent themselves as a CITY employee or CITY affiliate.

7. Both parties agree to comply with all federal, state, and other applicable laws. Nothing herein shall be construed as a waiver of sovereign immunity, or the limitations set forth in Section 768.28, Florida Statutes.

8. If any one or more of the provisions of this Hold Harmless Agreement and Release shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The parties recognize that the Hold Harmless Agreement and Release has been the result of negotiations of both parties. This Hold Harmless Agreement and Release shall not be construed or interpreted in any way against any one party on the basis that party drafted this Hold Harmless Agreement and Release.

9. This Hold Harmless Agreement and Release and any extensions, amendments, or attachments related hereto are public records subject to Chapter 119, Florida Statutes.

10. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

Permit Holder

City of St. Pete Beach:

Signature: _____

Signature: _____

By: Ken Hachtman

By: _____

Date: 2/13/2025

Date: _____

CITY OF ST. PETE BEACH
HOLD HARMLESS AGREEMENT AND RELEASE
FOR SPECIAL EVENT AND STREET CLOSURE PERMITS

This is an Agreement (the "Agreement") entered into by and between the CITY OF ST. PETE BEACH (hereinafter "CITY") and Corey Area Business Assoc. (hereinafter "Permit Holder"). The City and Permit Holder together shall be referred to as the "parties."

WHEREAS, Permit Holder desires to host Special Event or Street Closure activities as provided by the CITY; and

WHEREAS, Permit Holder desires to host said activities and acknowledges that it may be subject to risks; and

WHEREAS, Permit Holder is willing to host said activities and agrees to hold the CITY harmless.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree to the following:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. To the extent permitted by law, Permit Holder agrees to indemnify, hold harmless and defend the CITY, its members, officers, employees, agents, and assigns from and against all losses, claims, damages, suits, actions, demands, or liability and expense, including reasonable attorney's fees and costs of litigation through all appellate proceedings in connection with any and all claims whatsoever including but not limited to; personal injuries, property damage, including loss of use, or equitable relief, including but not limited to injunctive relief or declaratory judgment relief caused by the negligent or deliberate act or omission of Permit Holder or anyone else for who Permit Holder's acts may be liable. Permit Holder's liability hereunder shall include all attorneys' fees and costs incurred by the CITY in the enforcement of this indemnification provision. This provision includes claims made by Permit Holder, patrons of the event, and any other entity or individual participating in the event against the CITY.
3. Permit Holder hereby releases and discharges the CITY, its members, officers, employees and agents (hereinafter, collectively "Releasees" and individually "Releasee") from, and waive with respect to each Releasee, and covenants not to sue any Releasee for any and all liabilities, damages and expenses, including but not limited to attorney's fees, of any nature whatsoever arising from participation in said activities.
4. Permit Holder acknowledges that they have had a full opportunity to review this Hold Harmless Agreement and Release, have read and understand this Release, and have the opportunity for this Hold Harmless Agreement and Release to be reviewed by their attorney if desired. Permit



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WWW Insurance, LLC 300 First Avenue South Fifth Floor St. Petersburg FL 33701	CONTACT NAME: Certificates PHONE (A/C, No, Ext): 727-522-7777 E-MAIL ADDRESS: certificates@w3ins.com	FAX (A/C, No): 727-521-2902
INSURED Corey Area Business Association Inc P O Box 67393 St Pete Beach FL 33736	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Auto-Owners Insurance Company	18988
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1451844015

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y	20441246	7/7/2024	7/7/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					\$ \$ \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of St. Pete Beach is additional insured with respect to the General Liability if required by written contract, subject to terms, conditions, and exclusions of the policy.

CERTIFICATE HOLDER

CANCELLATION

City of St. Pete Beach
155 Corey Avenue
St. Pete Beach FL 33706

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Not For Profit Corporation
COREY AREA BUSINESS ASSOCIATION, INC.

Filing Information

Document Number	744269
FEI/EIN Number	65-0048420
Date Filed	09/14/1978
State	FL
Status	ACTIVE

Principal Address

363 Corey Avenue
St. Pete Beach, FL 33706

Changed: 04/18/2024

Mailing Address

PO Box 67393
St. Pete Beach, FL 33706

Changed: 05/13/2024

Registered Agent Name & Address

Hautmann , Ken , President
363 Corey Avenue
St. Pete Beach, FL 33706

Name Changed: 04/18/2024

Address Changed: 04/18/2024

Officer/Director Detail

Name & Address

Title President

Hautmann, Ken
363 Corey Avenue
St. Pete Beach, FL 33706

Title VP

Simply Perfect , Roberta , Caan
326 Corey Avenue
St Pete Beach, FL 33706

Title Treasurer

Nowak , Elzbieta
350 Corey Avenue
St Pete Beach, FL 33706

Title Secretary

Williams, Robert
336 Corey Avenue
St Pete Beach, FL 33706

Annual Reports

Report Year	Filed Date
2023	06/13/2023
2024	04/18/2024
2024	05/13/2024

Document Images

05/13/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
04/18/2024 -- ANNUAL REPORT	View image in PDF format
08/14/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
08/13/2023 -- ANNUAL REPORT	View image in PDF format
04/29/2022 -- ANNUAL REPORT	View image in PDF format
04/12/2021 -- ANNUAL REPORT	View image in PDF format
08/18/2020 -- ANNUAL REPORT	View image in PDF format
04/22/2019 -- ANNUAL REPORT	View image in PDF format
01/22/2018 -- ANNUAL REPORT	View image in PDF format
04/10/2017 -- ANNUAL REPORT	View image in PDF format
03/23/2016 -- ANNUAL REPORT	View image in PDF format
04/08/2015 -- ANNUAL REPORT	View image in PDF format
04/10/2014 -- ANNUAL REPORT	View image in PDF format
04/16/2013 -- ANNUAL REPORT	View image in PDF format
03/13/2012 -- ANNUAL REPORT	View image in PDF format
02/16/2011 -- ANNUAL REPORT	View image in PDF format
02/16/2010 -- ANNUAL REPORT	View image in PDF format
04/01/2009 -- ANNUAL REPORT	View image in PDF format
08/07/2008 -- ANNUAL REPORT	View image in PDF format
05/04/2007 -- ANNUAL REPORT	View image in PDF format
05/17/2006 -- ANNUAL REPORT	View image in PDF format
01/13/2005 -- ANNUAL REPORT	View image in PDF format
02/11/2004 -- ANNUAL REPORT	View image in PDF format

03/28/2003 - ANNUAL REPORT	View image in PDF format
01/17/2002 - ANNUAL REPORT	View image in PDF format
05/10/2001 - ANNUAL REPORT	View image in PDF format
05/16/2000 - ANNUAL REPORT	View image in PDF format
05/06/1999 - ANNUAL REPORT	View image in PDF format
03/27/1998 - ANNUAL REPORT	View image in PDF format
04/30/1997 - ANNUAL REPORT	View image in PDF format
03/05/1996 - ANNUAL REPORT	View image in PDF format
03/13/1995 - ANNUAL REPORT	View image in PDF format

THE UNIVERSITY OF CHICAGO LIBRARY

CITY OF ST. PETE BEACH
HOLD HARMLESS AGREEMENT AND RELEASE
FOR SPECIAL EVENT AND STREET CLOSURE PERMITS

This is an Agreement (the "Agreement") entered into by and between the CITY OF ST. PETE BEACH (hereinafter "CITY") and Corn Arce Business Assoc (hereinafter "Permit Holder"). The City and Permit Holder together shall be referred to as the "parties."

WHEREAS, Permit Holder desires to host Special Event or Street Closure activities as provided by the CITY; and

WHEREAS, Permit Holder desires to host said activities and acknowledges that it may be subject to risks; and

WHEREAS, Permit Holder is willing to host said activities and agrees to hold the CITY harmless.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree to the following:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. To the extent permitted by law, Permit Holder agrees to indemnify, hold harmless and defend the CITY, its members, officers, employees, agents, and assigns from and against all losses, claims, damages, suits, actions, demands, or liability and expense, including reasonable attorney's fees and costs of litigation through all appellate proceedings in connection with any and all claims whatsoever including but not limited to; personal injuries, property damage, including loss of use, or equitable relief, including but not limited to injunctive relief or declaratory judgment relief caused by the negligent or deliberate act or omission of Permit Holder or anyone else for who Permit Holder's acts may be liable. Permit Holder's liability hereunder shall include all attorneys' fees and costs incurred by the CITY in the enforcement of this indemnification provision. This provision includes claims made by Permit Holder, patrons of the event, and any other entity or individual participating in the event against the CITY.
3. Permit Holder hereby releases and discharges the CITY, its members, officers, employees and agents (hereinafter, collectively "Releasees" and individually "Releasee") from, and waive with respect to each Releasee, and covenants not to sue any Releasee for any and all liabilities, damages and expenses, including but not limited to attorney's fees, of any nature whatsoever arising from participation in said activities.
4. Permit Holder acknowledges that they have had a full opportunity to review this Hold Harmless Agreement and Release, have read and understand this Release, and have the opportunity for this Hold Harmless Agreement and Release to be reviewed by their attorney if desired. Permit

Holder further acknowledges and represents that they, the undersigned, have full authority to execute this Hold Harmless Agreement and Release, and are bound by this Hold Harmless Agreement and Release.

5. Permit Holder freely and voluntarily assumes all risk of loss or injury arising from hosting said activities whether due to their negligence or the negligence or intentional acts of others.
6. Permit Holder agrees not to represent themselves as a CITY employee or CITY affiliate.
7. Both parties agree to comply with all federal, state, and other applicable laws. Nothing herein shall be construed as a waiver of sovereign immunity, or the limitations set forth in Section 768.28, Florida Statutes.
8. If any one or more of the provisions of this Hold Harmless Agreement and Release shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The parties recognize that the Hold Harmless Agreement and Release has been the result of negotiations of both parties. This Hold Harmless Agreement and Release shall not be construed or interpreted in any way against any one party on the basis that party drafted this Hold Harmless Agreement and Release.
9. This Hold Harmless Agreement and Release and any extensions, amendments, or attachments related hereto are public records subject to Chapter 119, Florida Statutes.
10. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

Permit Holder

City of St. Pete Beach:

Signature: _____

Signature: _____

By: Ken Handman, President

By: _____

Date: 12/5/29

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mitchell Insurance Services, Inc. 319 5th St. N. Saint Petersburg, FL 33701 License #: L057820	CONTACT NAME: Kip Kollmeyer PHONE (A/C, No, Ext): (727)360-8190 FAX (A/C, No): (727)360-6086 E-MAIL ADDRESS: kip@mitchellinsurancefl.com														
INSURED Corey Area Business Association PO BOX 67393 St Pete Beach, FL 33736	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Pennsylvania Manufacturers' Association Insuran</td><td></td></tr><tr><td>INSURER B : United States Liability Insurance Company</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Pennsylvania Manufacturers' Association Insuran		INSURER B : United States Liability Insurance Company		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Pennsylvania Manufacturers' Association Insuran															
INSURER B : United States Liability Insurance Company															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 00000422-0** **REVISION NUMBER: 2**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N	N/A	2024011566298Y	10/18/2024	10/18/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	D&O			NDO1577989F	10/18/2024	10/18/2025	Directors & Officer 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(KCK)

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WWW Insurance, LLC 300 First Avenue South Fifth Floor St. Petersburg FL 33701	CONTACT NAME: Certificates PHONE (A/C, No, Ext): 727-522-7777 E-MAIL ADDRESS: certificates@w3ins.com FAX (A/C, No): 727-521-2902
INSURED Corey Area Business Association Inc P O Box 67393 St Pete Beach FL 33736	INSURER(S) AFFORDING COVERAGE INSURER A : Auto-Owners Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 18988

COVERAGES**CERTIFICATE NUMBER:** 1451844015**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		20441246	7/7/2024	7/7/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of St. Pete Beach is additional insured with respect to the General Liability if required by written contract, subject to terms, conditions, and exclusions of the policy.

CERTIFICATE HOLDER**CANCELLATION**City of St. Pete Beach
155 Corey Avenue
St. Pete Beach FL 33706

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

St. Pete Beach City Commission Agenda Report

Action Request: Approve the contract with TK Elevator in the total amount of \$418,028.92 for the renovation of the elevators at Fire Station 23 and Community Center and authorize the City Manager to execute the agreement.

Strategic Objective: Resiliency

Date: March 25, 2025

Prepared By: Camden Mills, Public Services Director

Through: Frances Robustelli, City Manager

Summary of Issue: On September 26, 2024 Hurricane Helene made landfall in the state of Florida causing catastrophic damage and flooding. The flooding resulted from rapid storm surge that caused the Community Center and Fire Station 23 elevators to take on saltwater and with the power outages unable to test the elevators for damages. Two weeks later, on October 9, 2024, the city was hit again with Hurricane Milton which caused power outages and prolonged the elevators and major components from being tested and remediated causing corrosion of the components that operate the elevators.

The city engaged in the expertise of seasoned elevator contractors to renovate the elevators at Fire Station 23 and the Community Center to get them up to pre-storm conditions with today's current code.

Staff are recommending the approval of TK Elevator bid for the renovation services of the Fire Station 23 and Community Center elevators in the total amount of \$418,028.92

Funding: Funding through insurance and potential FEMA reimbursements.

Attachments:

Elevator Contractor Agreement
TK Elevator Bid FS 23
TKE Presentation Fire Station 23
TK Elevator Bid Community Center
TKE Presentation Community Center



February 25, 2025

City of St. Pete Beach – Bid ITB-Elevators-2024-0-2024 St. Pete Beach

Purchaser: City Of St Pete Beach
Address: 7301 Gulf Blvd
St Pete Beach, FL 33706-1839

Location: Fire Station 23
Address: 7301 Gulf Blvd
St Pete Beach, FL 33706-1839

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering City Of St Pete Beach (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$266,251.92** inclusive of all applicable sales and use taxes to replace the elevator equipment described in the pages that follow at the above-referenced location.

PROPOSAL TO REPAIR DAMAGE FROM STORM SURGE IN HURRICANE HELENE

- Storm surge impacted equipment in elevator machine room and elevator pit – this equipment must be replaced.
- Elevator controller and pumping unit had storm surge damage and this equipment must be replaced.
- PRICING IS VALID FOR 45 DAYS from day of submission. Initial payment must be received within 35 days of execution of contract to hold pricing. Please take note of the following:
- Lead time for equipment (starts one executed agreement and deposit received) is approximately 4-5 months.
- Building Related Work is included.

Replacement Work Bid Clarifications:

- Please refer to the detailed scope of work listed below for TKE TAC32 controller. No submittals will be provided but general fixtures drawings (non-job specific) can be provided, per request.
- Shutdown time per elevator:
 - Fire Station 23 – 6.5 – 7 weeks shutdown
- This is a turnkey project per Bid request. Scope of work included in base bid.
- Phone line – existing phone line is needed to be backup in service at time of turnover. Purchaser to coordinate with phone vendor for building.
- Cab interior finishes are included. The quoted/included cab interior is for a standard finish per scope of work and design in picture included in base bid. Laminate finishes from the WilsonArt standard laminates to be selected per customer.
 - St. Pete Fire Station – a replacement of the full cab enclosure and cab interior is included due to the water damage from Hurricane Helene.
- A replacement of the piston assembly and pit equipment is required due to water damage from Hurricane Helene.
- No warranty maintenance has been included in this bid. Billing will be suspended during the completion of the completion of the work. The existing maintenance agreement shall remain in full force and effect.

STANDARD BID CLARIFICATIONS

These Standard Bid Clarifications shall be made a part of this bid and any subsequent Agreement issued pursuant to an award thereof, and in the event of conflict with other articles, terms, conditions or contract documents, these Standard Bid Clarifications shall prevail.



Any clarifications presented by TK Elevator Corporation at the time of bid shall by this reference be incorporated herein and made a part hereof and shall govern in the event of conflict with other documents.

These Standard Bid Clarifications are not all-inclusive, and TK Elevator Corporation submits these Standard Bid Clarifications with its bid with the understanding that the final Contract Documents, Terms, and Conditions are subject to review, further amendment, and approval by TK Elevator Corporation Contracts Department and shall not be binding until mutually agreed upon in writing by both parties.

1. Any obligations of TK Elevator Corporation to indemnify, defend and hold any Indemnified Party or Parties harmless shall be limited to TK Elevator Corporation's own acts, omissions, or negligence, and shall in no way include for the acts, omissions, or negligence of an Indemnified Party, or for bare allegations.

2. Any required parties shall be added to TK Elevator Corporation's general liability insurance policy as an additional insured, to be evidenced by TK Elevator Corporation's manuscript Additional Insured endorsement, subject to the limitations as hereafter set forth. Such additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by TK Elevator Corporation's acts, omissions or negligence, and shall not apply to the extent caused by the additional insured's own acts, omissions, or negligence, or for bare allegations. All aggregates shall apply on a per policy basis.

3. Schedules and completion dates, and any changes thereto, shall be agreed to in writing by both parties before becoming effective, and progress of the work shall be upon reference thereto. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay not solely caused by TK Elevator Corporation.

4. In no event shall TK Elevator Corporation be liable for any indirect, special, liquidated, incidental, exemplary or consequential damages, or for loss of use, loss of income, loss of opportunity, or other similar remote damages.

5. Notwithstanding anything potentially implied from or expressly stated in language of the bid documents, in the event TK Elevator Corporation is maintaining the subject equipment under the current term of a maintenance agreement with Owner, such agreement shall remain in full force and effect in the event TK Elevator Corporation is not the successful bidder. In no event shall the submission of this bid response by TK Elevator Corporation be relied upon as a basis for the otherwise untimely termination of the current maintenance agreement. Such agreement shall terminate only in the event TK Elevator Corporation is the successful bidder, and all new agreements associated with such bid have been fully executed.

This Proposal shall remain in effect for the next thirty (30) days unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply chain issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by December 31, 2025.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Adriana Cepeda'.

Adriana Cepeda



Senior Sales Specialist
adriana.cepada@tkelevator.com
+1 813 4687483

SCOPE OF WORK - ST. PETE FIRE STATION

Grouping Name: ST. PETE FIRE STATION

Equipment Type: Hydraulic

Speed: 125 fpm

3 Stops (3 Front /0 Rear)

Capacity: 2000 lbs.

Units Included

Building Address	Nickname	FL Serial #
FIRE STATION 23	1	34104

Controller – REPLACE DUE TO WATER DAMAGE FROM HURRICANE HELENE

- TAC32 Controller - The elevator control system will be microprocessor based and software oriented. The system will operate in real time, continuously analyzing the cars changing position, condition, and workload and will include the following features:
 - Solid State Starter
 - Auto Fan/Light Shutoff
 - **Battery Lowering** (reduces chances of entrapments in case of building's power outages)
 - On Board Diagnostic tool
 - Tenant Security 3-1
 - Viscosity Control
 - Non-Proprietary
 - Owner's Manual & Job Specific Prints
 - Tape Selector with Steel Tape & Mounting Hardware for Leveling and Limits
 - **REMOTE MONITORING TOOL**
- Two-way Communication Machine Room Equipment (Primary Box)
- MAX Link 2-Line ATA kit

Power Unit - REPLACE DUE TO WATER DAMAGE FROM HURRICANE HELENE

- Oil
- Power Unit (Submersible) Assembly including motor, pump, and valve assembly.
- Shutoff Valve Kit
- Viscosity Control

Jack – Retain existing jack – REPLACE piston - REPLACE DUE TO WATER DAMAGE FROM HURRICANE HELENE

- Jack Packing Seal
- Piston Assembly - replace due to water damage from hurricane

Car - REPLACE DUE TO WATER DAMAGE FROM HURRICANE HELENE

- Cab Exhaust Fan: Two Speed
- Car Top Exit Switch
- 2019 Two-way Communication Camera (dome), Ethernet Extender (kit), & Battery Backup

- Toe Guard - replace due to water damage from hurricane

Hoistway - REPLACE DUE TO WATER DAMAGE FROM HURRICANE HELENE

- Base Wiring Package for 2019 Code - replace due to water damage from hurricane
- Steel Tape with Mounting hardware, Selector and magnets (terminal limits included).
- Stainless Steel Tape add for Tape Selector to reduce chances of rust damage

Pit - REPLACE DUE TO WATER DAMAGE FROM HURRICANE HELENE

- Shutoff Valve
- Pit Stop Switch
- Pit Ladder
- Buffers due to rust damage - replace due to water damage from Hurricane Helene

Cab - REPLACE DUE TO WATER DAMAGE FROM HURRICANE HELENE

- Car Door – stainless steel #4 finish.
- Cab Shell – replace due to water damage from Hurricane Helene
 - CANOPY: To be 12 gauge galvanized steel unpainted pans.
 - VENT FAN: To be by others.
 - SIDE & REAR WALLS: To be 16 gauge galvanized steel unpainted pans.
 - BASE VENT SLOTS: To be in base.
 - FRONT RETURNS, TRANSOMS, & JAMBS: To be 16 Gauge #4 stainless steel.
 - CAR SILLS: To be by others.
 - SUB-FLOORING: To be 3/4" Thick using 1/2" Polycarbonate with 20 gauge galvanized
 - on both sides of the polycarbonate.
 - BRAILLE & TACTILE MARKINGS: To be by others.
 - Cab shell installation by TK Elevator
- Cab Interior Finishes - **REPLACE DUE TO WATER DAMAGE FROM HURRICANE HELENE**

We propose to furnish and install the following for one (1) 2,100 lbs. passenger elevator. E.CAB to replace interior after TK Elevator sets the cab shell in place.

- WALLS: (7) UTL raised plastic laminate (TBD) panels. (Panel configuration - rear wall to have 3 panels and each side wall to have 2 panels)
- REVEALS, CORNERS, FRIEZE & BASE: T304 #4 stainless steel with vent slots
- HANDRAILS: 1/4" X 2" flat T304 #4 stainless steel handrails rear wall only.
- CEILING: (LTO21) lift & lock T304 #4 stainless steel pan ceiling with 6 LED downlight system. Patent No: US 11,584,620 B1 *** Note: Ceiling to be mounted within 4" of car canopy.
- FLOORING: NuCore Waterproof Vinyl (TBD) Flooring. Note: This pricing does not include sub-flooring, subflooring included in cab shell section.
- BRAILLE & TACTILE MARKINGS: Provided by TK Elevator.

Door Equipment - REPLACE DUE TO WATER DAMAGE FROM HURRICANE HELENE

- Micro Light 3D 2019 Door Edge
- Linea Door Operator with full complete carside equipment

- includes tracks, hangers, clutch, door locks and contacts.
- Car door – stainless steel #4 finish.
- Restrictor
- 3D Cabsafe Components Package
- Interlocks to replace existing at landings 1 and 2
- Pickup Rollers to replace existing at landings 1 and 2
- Closers to replace existing at landings 1 and 2
- Headers to replace existing at landings 1 and 2
- Tracks to replace existing at landings 1 and 2
- Hoistway doors with Sight Guards, Gibs & Escutcheons as needed to replace existing at landings 1 through 3. Stainless Steel #4 finish.

Car Fixtures - REPLACE DUE TO WATER DAMAGE FROM HURRICANE HELENE

- Main Car Station Includes:
 - Applied Panel in Stainless Steel #4
 - Braille plates to meet code requirements
 - Standard key switch package for code requirements
 - Locked service cabinet
 - Emergency light
 - Vandal resistant stainless steel #4 floor buttons with LED halo (blue)
- Two-way Communication Position Indicator
- ADA Phone System integral with COP (a dedicated phone line will be needed for this)
- Car Riding Lantern (Standard) #4 S/S (441)

Hall Fixtures - REPLACE DUE TO WATER DAMAGE FROM HURRICANE HELENE

- Hoistway Access Switch
- Hoistway Jamb Braille to replace existing at all landings.
- Hall Stations (Surface Mounted) to replace existing at landings 1 through 3. Stainless steel #4 finish.

Miscellaneous - REPLACE DUE TO WATER DAMAGE FROM HURRICANE HELENE

- Elevators Permits & Inspection
- Adjusting and Pre-testing
- Standard Cleaning and Painting
- Rust remediation paint treatment

BUILDING RELATED WORK – INCLUDED

- ELECTRICAL WORK

1. Replace the existing electrical disconnect with a 100amp/240volt/fusible/lockable electrical disconnect and fuses for the elevator controller. Verify and install rejection clips as needed. Verify proper ground and is in line of sight of the controller. The disconnect will remain in the current location.
2. Provide auxiliary contacts for battery lowering.
3. Install 30A/240V fused/lockable electrical disconnect and fuse for the elevator cab lighting.
4. Install conduit and wiring as needed to the elevator controller.
5. Install conduit and wiring as needed from the electrical disconnects to the elevator controller.
6. Provide Cat-6 between the gateway and controller (max 25ft.) and enclose in conduit.
7. Remove any conduit, wiring and boxes not scheduled for retention in the machine room.
8. Provide LED light fixtures in the machine room as needed to reach 19fc in all machine room areas.
9. Install conduit and boxes, as necessary within the machine room, for fire alarm and phone (all wiring by others).
10. Install GFCI receptacle in the machine room existing receptacle outlet box.
11. Install GFCI receptacle and cover in the pit existing receptacle outlet box.
12. Provide and Install 4' vapor proof light fixture in pit to reach 10fc.
13. Install up to 30amp/120 or 240volt circuit and for HVAC equipment. Provide service disconnect in the elevator machine room and at the condensing unit.
14. Install dedicated 125V circuit including all conduit and wiring for dedicated use fire panel.

NOT Included

- o Emergency Power or ATS equipment – Building identified elevator does not operate on EP.
- o Additional equipment electrical (compressors, brakes, etc.)
- o Data, telephone or low voltage control devices or wiring.

- FIRE ALARM

1. Provide engineering, programming, pre-test and final elevator inspection.
2. Furnish and install one (1) non-proprietary dedicated use elevator recall panel in elevator machine room.
3. Furnish and install three (3) relay modules for primary recall, alternate recall, and fire hat in machine room.
4. Furnish and install one (1) addressable smoke detector in elevator machine room.
5. Furnish and install one (1) addressable smoke detector at each elevator landing (3 total).
6. Demo Sprinkler in overhead.
7. Furnish and install conduit and wire from the relay modules to the elevator controllers. **Final connection to controller by elevator contractor.**
8. Modifications to existing Fire Alarm panel are not included. Prints must be provided by the owner. Fire Marshall must approve removal of sprinkler from overhead and use of a dedicated panel for elevator recall. According to the fire marshall, TKE must provide fire rated cab enclosure to receive approval for sprinkler removal.

- MISCELLANEOUS

1. Furnish and install fire rated patches and fire stopping as needed to fill any existing holes or voids in the elevator machine room.

1. Approximate Lead Times



Time frame starts when a fully executed agreement and 50% deposit are received.

Initial payment must be received within 25 days of execution of contract to hold pricing due to rapidly changing material pricing currently being seen.

Contract execution (can run concurrently with layout drawing package preparation and approval)	Week 0 (depends on customer purchasing project, not TKE)
Engineering, preproduction, submittals and fabrication	5 – 6 months
Elevator system Shutdown (Per Unit): (Upon completion of all required preparatory work by others)	St Pete Fire Station Shutdown – 6.5 – 7 weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

2. Payment Terms

50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, and drilling mobilizations (if required). The material will not be ordered until this payment is received, and the parties have both executed this Proposal and the Material Release Form.

25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.



The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		\$266,251.60
Initial progress payment:	(50%)	\$133,125.96
Material furnished:	(25%)	\$66,562.98
Total of remaining progress payments:	(25%)	\$66,562.98

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	\$285.00
Mechanic (OT) per hour	\$521.00
Team (Standard) per hour	\$513.00
Team (OT) per hour	\$938.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location.

3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse,

improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

4. Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator may submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost. In the event the Purchaser and TK Elevator have a recently install or existing maintenance Agreement in effect at the time of the acceptance of this proposal and/or during the scope of this work, the terms of the Agreement shall remain in full force and effect throughout the performance of this scope of work and continue throughout the duration of the stated term in that Agreement.

5. Work Not Included – N/A

THIS QUOTE IS TURNKEY AND BUILDING RELATED WORK IS COVERED WITHIN THE BASE BID.

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

1. Purchaser shall provide the following:

- a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/
- b. A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room (or machine/control space within the shaft for MRL equipment) temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
- c. Adequate bracing of entrance frames to prevent distortion during wall construction.
- d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
- e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;

- f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
- g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

B. Electrical and Life Safety:

1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller; This Proposal includes the installation of an in-car emergency elevator communication system for the benefit of the deaf, hard of hearing and speech impaired (the "Multimedia Equipment") in accordance with the current applicable requirements of both the International Building Code and ASME A17.1. Purchaser shall provide one permanent 110V 20 amp circuit with all piping and wiring to controller for the emergency elevator communication system. This Proposal does not, however, include the monitoring of any communications to and from that Multimedia Equipment and Purchaser (and any end user of the units) expressly acknowledge that it is solely their responsibility to ensure that any and all such communications are appropriately monitored in accordance with all applicable rules, codes, statutes and/or laws as a condition precedent to turnover of the units including but not limited to a modem and internet connection and a minimum of four (4) hours of battery backup for all communications.
2. Purchaser shall provide the following:
 - a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the elevator equipment under all conditions;
 - b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
 - c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
 - d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
 - e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
 - f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
 - g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
 - h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
 - i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
 - j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.

- k. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
- l. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
2. Hydraulic jack replacement:
 - a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
 - b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
 - c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
 - d. in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
 - e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
 - f. engineering, provision and installation of methane barriers or coordination/access;
 - g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
 - h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
 - i. any spoils or water testing;

6. Working Hours, Logistics and Mobilization

- a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as “normal working hours”). TK Elevator shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
- b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).

- d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
- e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
- f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
- g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$5,000.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
- h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
- i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
- j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
- k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.
- l. If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

7. Temporary Use, Inspection and Turnover

- a. Unless required by specification, TK Elevator will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TK Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-

inspection is \$5,000.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates.

b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be \$1,500.00 and a remobilization fee which shall be \$5,000.00 via change order prior to scheduling a re-inspection.

c. Upon notice from TK Elevator that the installation of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.

d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.

e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.

f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.

g. Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

8. MAX – REMOTE MONITORING

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.

b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.

c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.

d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.

- e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
- f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
- g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

9. Additional Terms and Conditions

- a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
- c. TK Elevator is an equal opportunity employer.
- d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials and/or components: (A) due to supply chain issues, the imposition of or increased taxes, tariffs, or other charges by applicable governmental authorities; (B) if the release of materials called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (C) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders.
- f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.
- g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.
- h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.

- i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.
- j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.
- k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.
- l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.
- m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.
- n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.
- o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.
- p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.
- q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.
- r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, replacement, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including

damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

s. Purchaser further expressly agrees to name Tk Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) the United Nations; (iii) the European Union or any EU member state; (iv) the UK; or (v) any other national authority binding the parties of this contract.

In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the US;(ii) the UN Security Council;(iii) the EU and any EU member state;(iv) the UK; or(v) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.



Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of Two Hundred Sixty Six Thousand Two Hundred Fifty One Dollars and Ninety Two Cents (\$266,251.92) inclusive of all applicable sales and use taxes.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

City Of St Pete Beach (Purchaser):		TK Elevator Corporation Management Approval	
By:		By:	
(Signature of Authorized Individual)		(Signature of Branch Representative)	
_____		Mike Martelli	
(Print or Type Name)		Branch Manager	

(Print or Type Title)			
_____		_____	
(Date of Acceptance)		(Date of Execution)	

FIRE STATION 23 – CITY OF ST. PETE BEACH

Hurricane Helene Elevator Damage from
Storm Surge

TKE MOVE
BEYOND



WATER INTRUSION EVENT – HURRICANE HELENE

Storm surge from Hurricane Helene impacted the equipment in the elevator machine room, elevator unit and pit.

- As a consequence, all equipment must be replaced.
- The existing equipment did not respond to the troubleshooting attempts to repair as the controller and pumping unit were under water for hours during the storm surge.
- Please refer to the pictures in this document for the justification of the storm surge damage.

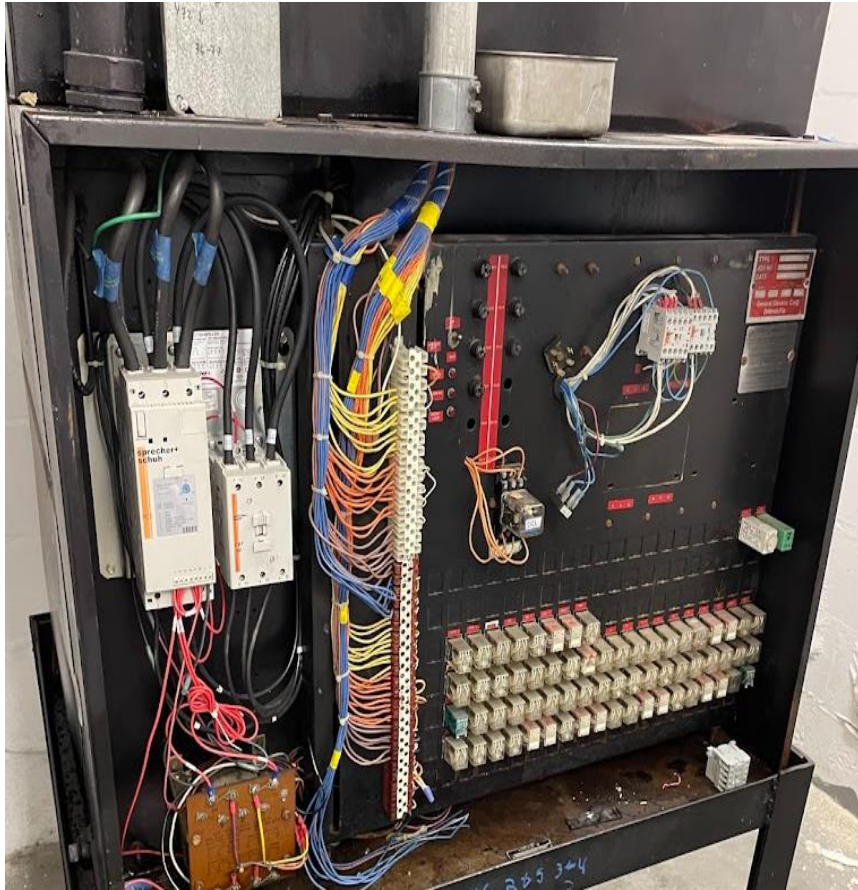


Water intrusion in the elevator pit at Fire Station 23.

STORM SURGE DAMAGE- OBVIOUS

BEFORE (July 2024)

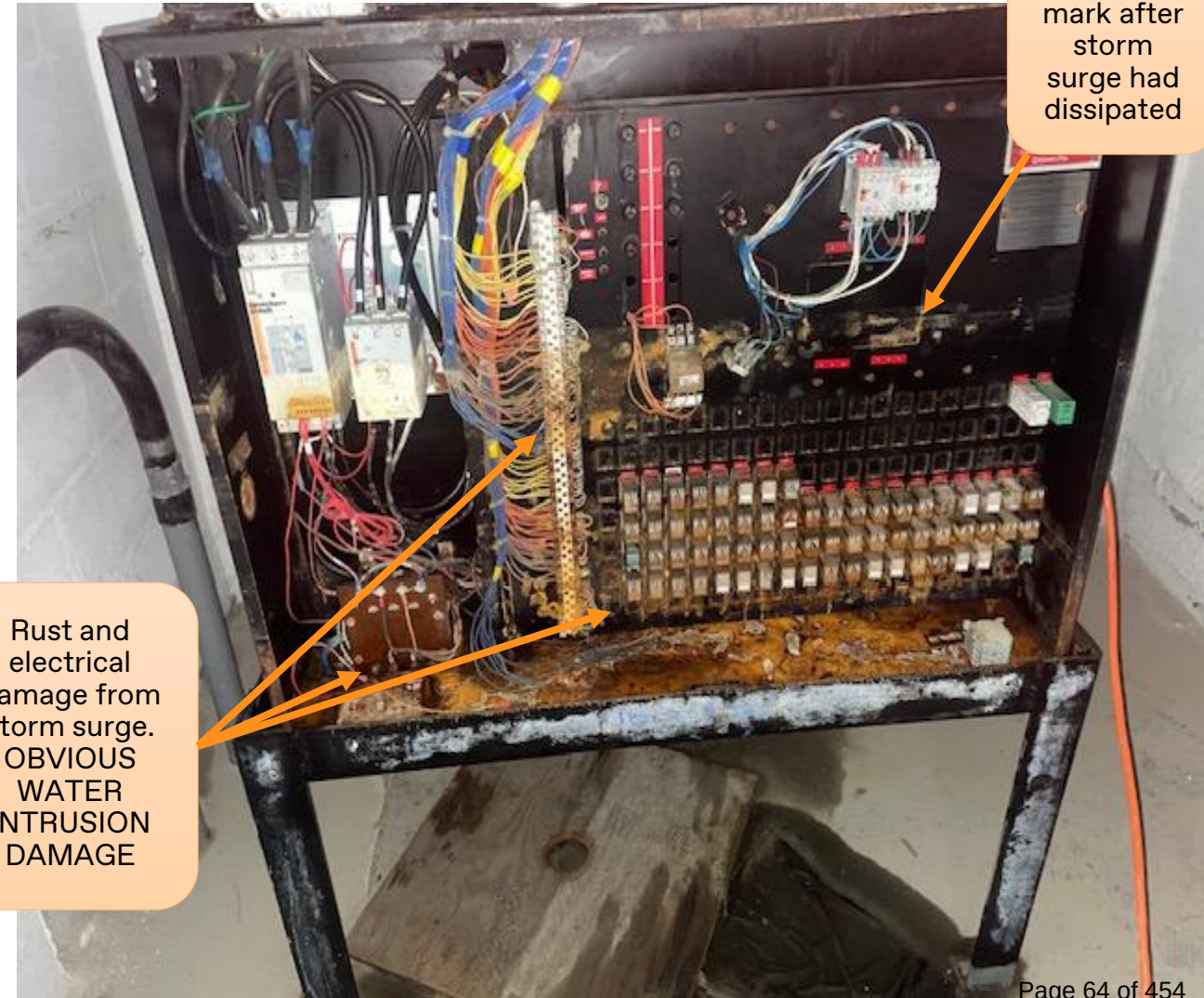
No rust damage present in controller



AFTER HURRICANE HELENE
(September 2024)

Water level
mark after
storm
surge had
dissipated

Rust and
electrical
damage from
storm surge.
OBVIOUS
WATER
INTRUSION
DAMAGE



WATER INTRUSION EVENT – LESS OBVIOUS

AFTER HURRICANE HELENE
(September 2024)



WATER INTRUSION EVENT – LESS OBVIOUS

AFTER HURRICANE HELENE
(September 2024)



Water level mark after storm surge had dissipated. Water also sat inside of the elevator during the storm surge.

Pit water intrusion from storm surge



WATER INTRUSION EVENT – LESS OBVIOUS

AFTER HURRICANE HELENE
(September 2024)
Damage in Pit Equipment

Piston Damage



Buffers
and pit
equipment
damage



REASONS FOR NEEDING THIS WORK

WHY IS THE PROPOSED WORK NEEDED?

- Due to the storm surge entering the elevator hoistway, machine room and cab interior, it damaged the elevator electrical and mechanical components. Because the safety items in this elevator have been compromised, TK Elevator cannot get the elevator running, back in service until some repairs and replacements are completed.
- Due to the equipment exposure to the storm surge, TK Elevator needs the purchaser to approve the following repairs in order to get the elevator running.
- TK Elevator has surveyed the job and determined that ALL major components of the elevator.
- Additionally, with the existing equipment the trouble the age and obsolescence of the elevator as the OEM is no longer in business and the industry does not support this specific equipment type anymore.

WHAT IS NEEDED TO GET THE
ELEVATOR FUNCTIONING AGAIN?

PHASE II REPAIR WORK ORDER FOR DAMAGE DUE TO STORM SURGE IN HURRICANE HELENE

Elevator Components Damage

- Controller
 - Pumping unit
 - Door Equipment
 - Wiring/traveling cable
 - Fixtures inside and outside of elevator
 - Cab shell enclosure
 - Cab interior (including flooring and subflooring)
 - Piston
 - Pit equipment
-
- **Please refer to the attached estimate for a DETAILED scope of work needed to have a proper functioning elevator.



February 25, 2025

City of St. Pete Beach – Bid ITB-Elevators-2024-0-2024 St. Pete Beach

Purchaser: City Of St Pete Beach
Address: 7301 Gulf Blvd
St Pete Beach, FL 33706-1839

Location: Community Center
Address: 7701 Boca Ciega Dr
St Pete Beach, FL 33706

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering City Of St Pete Beach (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$151,777** inclusive of all applicable sales and use taxes to replace the elevator equipment described in the pages that follow at the above-referenced location.

PROPOSAL TO REPAIR DAMAGE FROM STORM SURGE IN HURRICANE HELENE

- Storm surge impacted equipment in elevator machine room and elevator pit – this equipment must be replaced.
- Elevator controller and pumping unit had storm surge damage and this equipment must be replaced.
- PRICING IS VALID FOR 45 DAYS from day of submission. Initial payment must be received within 35 days of execution of contract to hold pricing. Please take note of the following:
- Lead time for equipment (starts one executed agreement and deposit received) is approximately 4-5 months.
- Building Related Work Electrical, HVAC IS INCLUDED for both units.

Replacement Proposed Bid Clarifications:

- Please refer to the detail scope of work listed below. No submittals will be provided but general fixtures drawings (non-job specific) can be provided, per request.
- Shutdown time per elevator:
 - Community Center – 5 – 6 weeks shutdown
- This is a turnkey project per Bid request. Scope of work included in base bid.
- An **independent phone line is needed** in the elevator to meet code requirements. TKE can provide the necessary phone monitoring at no extra cost with a maintenance agreement in place.
- **Battery lowering** is included in our TAC32H controller and will be installed in both elevators. This will allow the elevator to release passengers in case of entrapments due to power loss in the building and then, safely shutdown. In case of battery lowering usage, elevator goes down to the 1st landing.
- Our standard Remote Monitoring Device (MAX) is included at no additional cost. This tracks your elevator 24/7, remote troubleshooting can be provided, points call sources to 4 straight points so techs can focus on solutions and not just trying to determine a problem for hours, alerts techs of shutdowns before most buildings realize there's a unit shutdown.
- Cab interior finishes are included. The quoted/included cab interior is for a standard finish per scope of work and design in picture included in base bid. Laminate finishes from the WilsonArt standard laminates to be selected per customer.
- Pit equipment replacement is required due to water damage from Hurricane Helene.
- Security for Community Center – hall stations will have lockout key switches for lockout access after hours.
- TKE technicians working hours are Monday to Thursday, 6am to 4:30pm. No overtime work has been included.



- No warranty maintenance has been included in this bid. Billing will be suspended during the completion of the replacement work. The existing maintenance agreement shall remain in full force and effect.

STANDARD BID CLARIFICATIONS

These Standard Bid Clarifications shall be made a part of this bid and any subsequent Agreement issued pursuant to an award thereof, and in the event of conflict with other articles, terms, conditions or contract documents, these Standard Bid Clarifications shall prevail. Any clarifications presented by TK Elevator Corporation at the time of bid shall by this reference be incorporated herein and made a part hereof and shall govern in the event of conflict with other documents.

These Standard Bid Clarifications are not all-inclusive, and TK Elevator Corporation submits these Standard Bid Clarifications with its bid with the understanding that the final Contract Documents, Terms, and Conditions are subject to review, further amendment, and approval by TK Elevator Corporation Contracts Department and shall not be binding until mutually agreed upon in writing by both parties.

1. Any obligations of TK Elevator Corporation to indemnify, defend and hold any Indemnified Party or Parties harmless shall be limited to TK Elevator Corporation's own acts, omissions, or negligence, and shall in no way include for the acts, omissions, or negligence of an Indemnified Party, or for bare allegations.

2. Any required parties shall be added to TK Elevator Corporation's general liability insurance policy as an additional insured, to be evidenced by TK Elevator Corporation's manuscript Additional Insured endorsement, subject to the limitations as hereafter set forth. Such additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by TK Elevator Corporation's acts, omissions or negligence, and shall not apply to the extent caused by the additional insured's own acts, omissions, or negligence, or for bare allegations. All aggregates shall apply on a per policy basis.

3. Schedules and completion dates, and any changes thereto, shall be agreed to in writing by both parties before becoming effective, and progress of the work shall be upon reference thereto. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay not solely caused by TK Elevator Corporation.

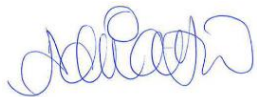
4. In no event shall TK Elevator Corporation be liable for any indirect, special, liquidated, incidental, exemplary or consequential damages, or for loss of use, loss of income, loss of opportunity, or other similar remote damages.

5. Notwithstanding anything potentially implied from or expressly stated in language of the bid documents, in the event TK Elevator Corporation is maintaining the subject equipment under the current term of a maintenance agreement with Owner, such agreement shall remain in full force and effect in the event TK Elevator Corporation is not the successful bidder. In no event shall the submission of this bid response by TK Elevator Corporation be relied upon as a basis for the otherwise untimely termination of the current maintenance agreement. Such agreement shall terminate only in the event TK Elevator Corporation is the successful bidder, and all new agreements associated with such bid have been fully executed.

This Proposal shall remain in effect for the next thirty (30) days unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply chain issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by December 31, 2025.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Adriana Cepeda'.

Adriana Cepeda
Senior Sales Specialist
adriana.cepada@tkelevator.com
+1 813 4687483



SCOPE OF WORK - COMMUNITY CENTER

Grouping Name: COMM CTR

Equipment Type: Hydraulic

Speed: 110 fpm

2 Stops (2 Front /0 Rear)

Capacity: 3000 lbs.

Units Included

Building Address	Nickname	TKE Serial #
CITY OF ST PETE BEACH - COMMUNITY CENTER	COMM CTR	US1163730

Description of Work

Controller

- TAC32 Controller - The elevator control system will be microprocessor based and software oriented. The system will operate in real time, continuously analyzing the cars changing position, condition, and workload and will include the following features:
 - Solid State Starter
 - Auto Fan/Light Shutoff
 - **Battery Lowering** (reduces chances of entrapments in case of building's power outages)
 - On Board Diagnostic tool
 - Tenant Security 3-1
 - Viscosity Control
 - Non-Proprietary
 - Owner's Manual & Job Specific Prints
 - Tape Selector with Steel Tape & Mounting Hardware for Leveling and Limits
 - **REMOTE MONITORING TOOL**
- Two-way Communication Machine Room Equipment (Primary Box)
- MAX Link 2-Line ATA kit

Power Unit

- Oil
- Power Unit (Submersible) Assembly including motor, pump, and valve assembly.
- Shutoff Valve Kit
- Viscosity Control

Jack

- Jack Packing Seal
- RETAIN – Jack and Piston Assembly

Car

- Cab Exhaust Fan: Two Speed

- Car Top Exit Switch
- 2019 Two-way Communication Camera (dome), Ethernet Extender (kit), & Battery Backup
- Toe Guard

Hoistway - REPLACE DUE TO WATER DAMAGE FROM HURRICANE HELENE

- Base Wiring Package for 2019 Code
- Steel Tape with Mounting hardware, Selector and magnets (terminal limits included).
- Stainless Steel Tape add for Tape Selector to reduce chances of rust damage

Pit - REPLACE DUE TO WATER DAMAGE FROM HURRICANE HELENE

- Shutoff Valve
- Pit Stop Switch
- Buffers due to rust damage

Cab

- Car Door – stainless steel #4 finish.
- Cab Interior Finishes

We propose to furnish and install the following for one (1) 2,100 lbs. passenger elevator. E.CAB to install interior after TK Elevator sets the cab shell in place.

- WALLS: (7) UTL raised plastic laminate (TBD) panels. (Panel configuration - rear wall to have 3 panels and each side wall to have 2 panels)
- REVEALS, CORNERS, FRIEZE & BASE: T304 #4 stainless steel with vent slots
- HANDRAILS: 1/4" X 2" flat T304 #4 stainless steel handrails rear wall only.
- CEILING: (LT021) lift & lock T304 #4 stainless steel pan ceiling with 6 LED downlight system. Patent No: US 11,584,620 B1 *** Note: Ceiling to be mounted within 4" of car canopy.
- FLOORING: NuCore Waterproof Vinyl (TBD) Flooring. Note: This pricing does not include sub-flooring, subflooring included in cab shell section.
- BRAILLE & TACTILE MARKINGS: Provided by TK Elevator.

Door Equipment

- Micro Light 3D 2019 Door Edge
- Linear Door Operator with full complete carside equipment
 - includes tracks, hangers, clutch, door locks and contacts.
 - Car door – stainless steel #4 finish.
- Restrictor
- 3D Cabsafe Components Package
- Interlocks to replace existing at landings 1 and 2
- Pickup Rollers to replace existing at landings 1 and 2
- Closers to replace existing at landings 1 and 2
- Headers to replace existing at landings 1 and 2
- Tracks to replace existing at landings 1 and 2
- Hoistway doors with Sight Guards, Gibs & Escutcheons as needed to replace existing at landings 1 and 2. Stainless Steel #4 finish.

Car Fixtures

- Main Car Station Includes:
 - Applied Panel in Stainless Steel #4
 - Braille plates to meet code requirements
 - Standard key switch package for code requirements
 - Locked service cabinet
 - Emergency light
 - Vandal resistant stainless steel #4 floor buttons with LED halo (blue)
- Two-way Communication Position Indicator
- ADA Phone System integral with COP (a dedicated phone line will be needed for this)
- Car Riding Lantern (Standard) #4 S/S (441)

Hall Fixtures

- Hoistway Access Switch
- Hoistway Jamb Braille to replace existing at all landings.
- Hall Stations (Surface Mounted) to replace existing at landings 1 through 3. Stainless steel #4 finish.

Miscellaneous

- Elevators Permits & Inspection
- Adjusting and Pre-testing
- Standard Cleaning and Painting
- Rust remediation treatment paint - **REPLACE DUE TO WATER DAMAGE FROM HURRICANE HELENE**

BUILDING RELATED WORK – INCLUDED

- Electrical Work

1. Demo any electrical equipment or conduits not scheduled for retention pertaining to the elevator machinery space.
2. The existing 200A/240V Heavy-Duty fused and lockable electrical disconnect will be retained for the elevator controller. Verify proper sized fuses, rejection clips, and earth ground are installed
3. Provide auxiliary contact in mainline disconnect for battery lowering. Provide signal wires from contact to elevator controller.
4. The existing fused and lockable electrical disconnect for the cab lighting/fan will be retained. Install proper sized fuse.
5. Install conduit and wiring as needed from the elevator controller electrical disconnect and the cab lighting disconnect to the elevator controller. **Final Connection by Elevator Contractor.**
6. Provide labeling of all disconnects as required by code.
7. Install conduit and boxes, as necessary within the machine room, for phone line (phone line by others).
8. Retain and verify existing GFCI receptacle in the machine room. Replace as needed.
9. Retain and verify existing GFCI receptacle and cover in the pit utilizing existing receptacle outlet box.
10. Provide single use outlet in the pit for the elevator sump pump.
11. Provide and install LED light fixtures in the machine room as needed to meet code required 19fc.
12. Provide and Install 4' vapor proof light fixtures in the pit to reach 10fc.
13. Retain existing shunt trip circuitry and equipment.

***** NOT INCLUDED *****

- Emergency Power or ATS equipment – Building identified elevator does not operate on EP.
- Shunt Trip. Proposal is based on fire marshall approving overhead sprinkler removal.
- Additional equipment electrical (compressors, brakes, etc.)
- Data, telephone or low voltage control devices or wiring.

- Fire Alarm

1. Provide programming as required, pre-test and final elevator inspection.
2. Provide one (1) relay in the elevator machine room for battery lowering shunt trip.
3. Provide contact wire from the shunt trip relay to the elevator controller.

- HVAC

1. **N/A retain existing.**

- MISCELLANEOUS

1. Furnish and install fire rated patches as needed to fill any existing holes or voids in the elevator machine room.

1. Approximate Lead Times

Time frame starts when a fully executed agreement and 50% deposit are received.

Initial payment must be received within 25 days of execution of contract to hold pricing due to rapidly changing material pricing currently being seen.

Contract execution (can run concurrently with layout drawing package preparation and approval)	Week 0 (depends on customer purchasing project, not TKE)
Engineering, preproduction, submittals and fabrication	5 – 6 months
Elevator system shutdown (Per Unit): (Upon completion of all required preparatory work by others)	Community Center shutdown – 5-6 weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

2. Payment Terms

50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, and drilling mobilizations (if required). The material will not be ordered until this payment is received, and the parties have both executed this Proposal and the Material Release Form.

25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a



form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		\$151,777
Initial progress payment:	(50%)	\$75,888.50
Material furnished:	(25%)	\$37,944.25
Total of remaining progress payments:	(25%)	\$37,944.25

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	\$285.00
Mechanic (OT) per hour	\$521.00
Team (Standard) per hour	\$513.00
Team (OT) per hour	\$938.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location.

3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that

TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

4. Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator may submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost. In the event the Purchaser and TK Elevator have a replaced or existing maintenance Agreement in effect at the time of the acceptance of this proposal and/or during the scope of this work, the terms of the Agreement shall remain in full force and effect throughout the performance of this scope of work and continue throughout the duration of the stated term in that Agreement.

5. Work Not Included – N/A

THIS QUOTE IS TURNKEY AND BUILDING RELATED WORK IS COVERED WITHIN THE BASE BID.

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

1. Purchaser shall provide the following:

- a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/
- b. A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room (or machine/control space within the shaft for MRL equipment) temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
- c. Adequate bracing of entrance frames to prevent distortion during wall construction.
- d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.

- e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
- f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
- g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

B. Electrical and Life Safety:

1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller; This Proposal includes the installation of an in-car emergency elevator communication system for the benefit of the deaf, hard of hearing and speech impaired (the "Multimedia Equipment") in accordance with the current applicable requirements of both the International Building Code and ASME A17.1. Purchaser shall provide one permanent 110V 20 amp circuit with all piping and wiring to controller for the emergency elevator communication system. This Proposal does not, however, include the monitoring of any communications to and from that Multimedia Equipment and Purchaser (and any end user of the units) expressly acknowledge that it is solely their responsibility to ensure that any and all such communications are appropriately monitored in accordance with all applicable rules, codes, statutes and/or laws as a condition precedent to turnover of the units including but not limited to a modem and internet connection and a minimum of four (4) hours of battery backup for all communications.
2. Purchaser shall provide the following:
 - a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the elevator equipment under all conditions;
 - b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
 - c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
 - d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
 - e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
 - f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
 - g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
 - h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
 - i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
 - j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator,

transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.

k. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;

l. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
2. Hydraulic jack replacement:
 - a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
 - b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
 - c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
 - d. in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
 - e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
 - f. engineering, provision and installation of methane barriers or coordination/access;
 - g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
 - h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
 - i. any spoils or water testing;

6. Working Hours, Logistics and Mobilization

a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as "normal working hours"). TK Elevator shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.

b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.

- c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
- e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
- f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
- g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$5,000.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
- h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
- i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
- j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
- k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.
- l. If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

7. Temporary Use, Inspection and Turnover

- a. Unless required by specification, TK Elevator will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TK Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any

provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$5,000.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates.

b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be \$1,500.00 and a remobilization fee which shall be \$5,000.00 via change order prior to scheduling a re-inspection.

c. Upon notice from TK Elevator that the installation of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.

d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.

e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.

f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.

g. Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

8. MAX – REMOTE MONITORING

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.

b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.

c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.

- d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
- e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
- f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
- g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

9. Additional Terms and Conditions

- a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
- c. TK Elevator is an equal opportunity employer.
- d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials and/or components: (A) due to supply chain issues, the imposition of new or increased taxes, tariffs, or other charges by applicable governmental authorities; (B) if the release of materials called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (C) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders.
- f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.
- g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.
- h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the

execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.

i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.

j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.

k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.

l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.

m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.

n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.

o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.

p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.

q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.

r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the

subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

s. Purchaser further expressly agrees to name Tk Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) the United Nations; (iii) the European Union or any EU member state; (iv) the UK; or (v) any other national authority binding the parties of this contract.

In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the US; (ii) the UN Security Council; (iii) the EU and any EU member state; (iv) the UK; or (v) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.



Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of One Hundred Fifty One Thousand Seven Hundred Seventy Seven Dollars (\$151,777) inclusive of all applicable sales and use taxes.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

City Of St Pete Beach (Purchaser):		TK Elevator Corporation Management Approval	
By:		By:	
(Signature of Authorized Individual)		(Signature of Branch Representative)	
_____		Mike Martelli	
(Print or Type Name)		Branch Manager	

(Print or Type Title)			
_____		_____	
(Date of Acceptance)		(Date of Execution)	

COMMUNITY CENTER

Hurricane Helene Elevator Damage from Storm Surge

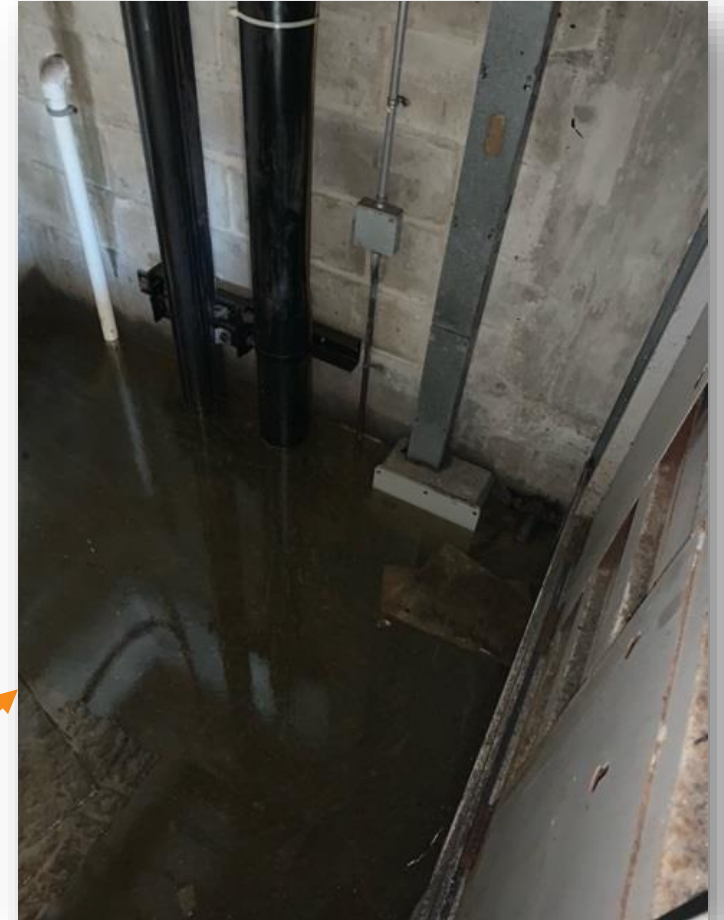
TKE MOVE
BEYOND



WATER INTRUSION EVENT – HURRICANE HELENE

Storm surge from Hurricane Helene impacted the equipment in the elevator unit and pit.

- Because the traveling cable was sitting in water for long, all major equipment must be replaced.
- TKE attempted to get the elevator running after the storm surge, but we were unsuccessful due to the water intrusion.
- Please refer to the pictures in this document for the justification of the storm surge damage.



Water intrusion in
the elevator pit at
Community
Center

STORM SURGE DAMAGE

BEFORE (July 2024)
No water intrusion in pit



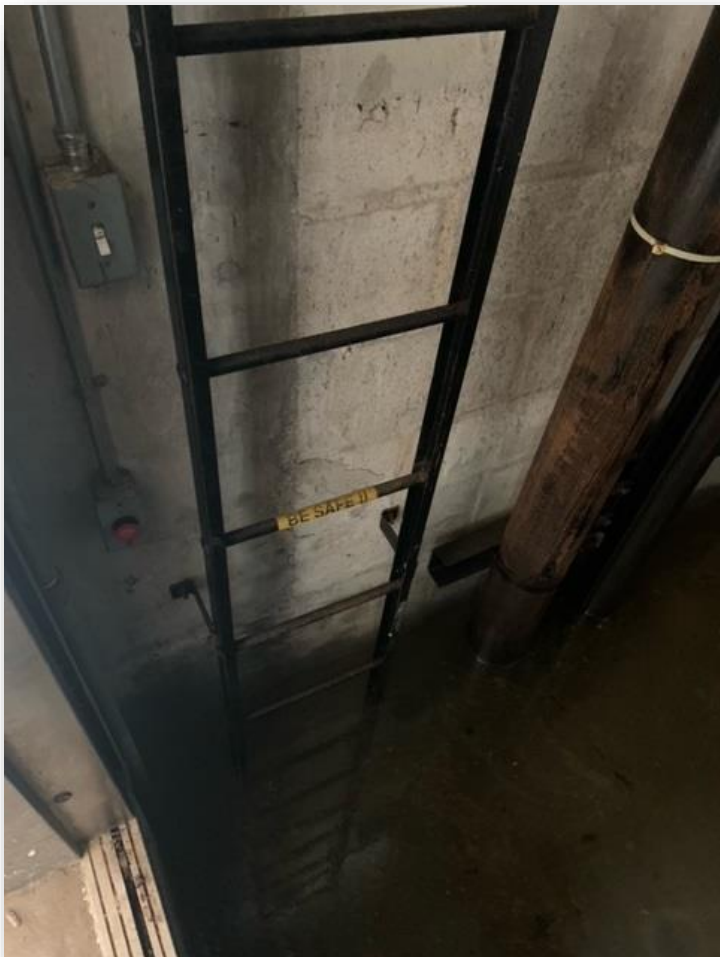
AFTER HURRICANE HELENE
(September 2024)



Pit in the water. Because of the water in the pit, the equipment is rusted and needs replacement. Additionally, this water compromises the safety of the elevator.

WATER INTRUSION EVENT – OTHER PICTURES

AFTER HURRICANE HELENE
(September 2024)
Water in the Pit



Storm survey. Water in pit. Pit stop switch, travel cable, shaft wiring, and rust remediation.
Left unit down.



Water in
pit
damaging
pit
equipment

Water mark.
Traveling cable sat
under water due to
the storm surge



From route technician visiting jobsite right after hurricane.

WATER INTRUSION EVENT – LESS OBVIOUS

AFTER HURRICANE HELENE
(September 2024)
Damage in Pit Equipment

Piston Damage



Buffers
and pit
equipment
damage



REASONS FOR NEEDING THIS WORK

WHY IS THE PROPOSED WORK NEEDED?

- Due to the storm surge entering the elevator hoistway, machine room and cab interior, it damaged the elevator electrical and mechanical components. Because the safety items in this elevator have been compromised, TK Elevator cannot get the elevator running, back in service until some repairs and replacements are completed.
- Due to the equipment exposure to the storm surge, TK Elevator needs the purchaser to approve the following repairs in order to get the elevator running.
- TK Elevator has surveyed the job and determined that ALL major components of the elevator.

WHAT IS NEEDED TO GET THE
ELEVATOR FUNCTIONING AGAIN?

PHASE II REPAIR WORK ORDER FOR DAMAGE DUE TO STORM SURGE IN HURRICANE HELENE

Elevator Components Damage

- Controller
- Pumping unit
- Door Equipment
- Wiring/traveling cable
- Fixtures inside and outside of elevator
- Cab interior
- Pit equipment

- **Please refer to the attached estimate for a DETAILED scope of work needed to have a proper functioning elevator.

St. Pete Beach City Commission Agenda Report

Action Request: Approve Change Order 1 to incorporate the Public Services elevator renovation in the amount of \$152,342.80 to the TK Elevator scope of work and authorize the City Manager to execute the agreement.

Strategic Objective: Resiliency

Date: March 25, 2025

Prepared By: Camden Mills, Public Services Director

Through: Frances Robustelli, City Manager

Summary of Issue: On September 26, 2024 Hurricane Helene made landfall in the state of Florida causing catastrophic damage and flooding. The flooding resulted from rapid storm surge that caused the Public Services elevator to take on saltwater and with the power outages unable to test the elevator for damages. Two weeks later, on October 9, 2024, the city was hit again with Hurricane Milton which caused a phase of power to go out in the building and prolonged the elevator and major components from being tested and remediated causing corrosion of the components that operate the elevator.

Because the phase was out in the building, the city was unable to include it in the initial request for bids issued for the Recreation Center and Fire Station 23 elevator, as the full extent of the necessary work was unknown until power was restored. After receiving the quote following the bid award, we request that the Public Services elevator be included in the renovation scope of work under TK Elevator, the contractor awarded the Fire Station 23 and Recreation Center projects, to ensure consistency and efficiency in project execution.

Funding: Funding through insurance and potential FEMA reimbursements.

Attachments:

TK Elevator Quote

TK Elevator Damage Presentation Public Works



February 21, 2025

City of St. Pete Beach - Public Works

Purchaser: PUBLIC WORKS
Address: 7580 Boca Ciega Dr
St Pete Beach, FL 33706-
1839

Location: PUBLIC WORKS
Address: 7580 Boca Ciega Dr
St Pete Beach, FL 33706-
1839

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$152,342.80** inclusive of all applicable sales and use taxes to repair the elevator equipment described in the pages that follow at the above-referenced location.

PROPOSAL TO REPAIR DAMAGE FROM STORM SURGE IN HURRICANE HELENE

- Storm surge impacted equipment in elevator machine room and elevator pit – this equipment must be replaced.
- Elevator controller and pumping unit had storm surge damage and this equipment must be replaced.
- PRICING IS VALID FOR 45 DAYS from day of submission. Initial payment must be received within 35 days of execution of contract to hold pricing. Please take note of the following:
- Lead time for equipment (starts one executed agreement and deposit received) is approximately 4-5 months.
- Building Related Work Electrical, HVAC IS INCLUDED.

Replacement Work Bid Clarifications:

- Please refer to the detailed scope of work listed below for TKE TAC32 controller. No submittals will be provided but general fixtures drawings (non-job specific) can be provided, per request.
- Shutdown time per elevator:
 - 6.5 – 7 weeks shutdown
- This is a turnkey project per bid request. Scope of work included in base bid.
- An independent phone line is needed in the elevator. Existing phone line shall be working at time of turnover. It is the building responsibility to get this back up in service with phone provider.
- Battery lowering is included per existing configuration.
- Cab interior finishes will be retained.
- Piston replacement is included in this quote due to the significant rust damage due to the storm surge.
 - Piston will have to come through the drywall adjacent to the elevator that has been cut due to the clearance spacing by the elevator and machine room.
 - Building is responsible for the repairs required to finishing the drywall.
- Pit equipment replacement is required due to water damage from Hurricane Helene.
- No warranty maintenance has been included in this bid. Billing will be suspended during the completion of the completion of the work. The existing maintenance agreement shall remain in full force and effect.

STANDARD BID CLARIFICATIONS

These Standard Bid Clarifications shall be made a part of this bid and any subsequent Agreement issued pursuant to an award thereof, and in the event of conflict with other articles, terms, conditions or contract documents, these Standard Bid Clarifications shall prevail. Any clarifications presented by TK Elevator Corporation at the time of bid shall by this reference be incorporated herein and made a part hereof and shall govern in the event of conflict with other documents.

These Standard Bid Clarifications are not all-inclusive, and TK Elevator Corporation submits these Standard Bid Clarifications with its bid with the understanding that the final Contract Documents, Terms, and Conditions are subject to review, further amendment, and approval by TK Elevator Corporation Contracts Department and shall not be binding until mutually agreed upon in writing by both parties.

1. Any obligations of TK Elevator Corporation to indemnify, defend and hold any Indemnified Party or Parties harmless shall be limited to TK Elevator Corporation's own acts, omissions, or negligence, and shall in no way include for the acts, omissions, or negligence of an Indemnified Party, or for bare allegations.

2. Any required parties shall be added to TK Elevator Corporation's general liability insurance policy as an additional insured, to be evidenced by TK Elevator Corporation's manuscript Additional Insured endorsement, subject to the limitations as hereafter set forth. Such additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by TK Elevator Corporation's acts, omissions or negligence, and shall not apply to the extent caused by the additional insured's own acts, omissions, or negligence, or for bare allegations. All aggregates shall apply on a per policy basis.

3. Schedules and completion dates, and any changes thereto, shall be agreed to in writing by both parties before becoming effective, and progress of the work shall be upon reference thereto. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay not solely caused by TK Elevator Corporation.

4. In no event shall TK Elevator Corporation be liable for any indirect, special, liquidated, incidental, exemplary or consequential damages, or for loss of use, loss of income, loss of opportunity, or other similar remote damages.

5. Notwithstanding anything potentially implied from or expressly stated in language of the bid documents, in the event TK Elevator Corporation is maintaining the subject equipment under the current term of a maintenance agreement with Owner, such agreement shall remain in full force and effect in the event TK Elevator Corporation is not the successful bidder. In no event shall the submission of this bid response by TK Elevator Corporation be relied upon as a basis for the otherwise untimely termination of the current maintenance agreement. Such agreement shall terminate only in the event TK Elevator Corporation is the successful bidder, and all agreements associated with such bid have been fully executed.

This Proposal shall remain in effect for the next thirty (30) days unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply chain issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by December 31, 2025.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,



Adriana Cepeda
Modernization Specialist - Hydraulics
adriana.cepeda@tkelevator.com
+1 813 4687483

SCOPE OF WORK

Grouping Name: 1

Equipment Type: Hydraulic	Speed: 100 fpm
2 Stops (2 Front / 0 Rear)	Capacity: 2100 lbs.

Units Included

Building Address	Nickname	TKE Serial #
PUBLIC WORKS	1	US1163729

Description of Work

Controller – REPLACE DUE TO WATER DAMAGE FROM HURRICANE HELENE

- TAC32 Controller - The elevator control system will be microprocessor based and software oriented. The system will operate in real time, continuously analyzing the cars changing position, condition, and workload and will include the following features:
 - Solid State Starter
 - Auto Fan/Light Shutoff
 - **Battery Lowering** (reduces chances of entrapments in case of building's power outages)
 - On Board Diagnostic tool
 - Tenant Security 3-1
 - Viscosity Control
 - Non-Proprietary
 - Owner's Manual & Job Specific Prints
 - Tape Selector with Steel Tape & Mounting Hardware for Leveling and Limits
 - **REMOTE MONITORING TOOL**
- Two-way Communication Machine Room Equipment (Primary Box)
- MAX Link 2-Line ATA kit

Power Unit - REPLACE DUE TO WATER DAMAGE FROM HURRICANE HELENE

- Oil
- Power Unit (Submersible) Assembly including motor, pump, and valve assembly.
- Shutoff Valve Kit
- Viscosity Control

Jack – Retain existing jack – REPLACE piston - REPLACE DUE TO WATER DAMAGE FROM HURRICANE HELENE

- Jack Packing Seal
- Piston Assembly - replace due to water damage from hurricane

Car - REPLACE DUE TO WATER DAMAGE FROM HURRICANE HELENE

- Cab Exhaust Fan: Two Speed
- Car Top Exit Switch
- 2019 Two-way Communication Camera (dome), Ethernet Extender (kit), & Battery Backup

- Toe Guard - replace due to water damage from hurricane

Hoistway - REPLACE DUE TO WATER DAMAGE FROM HURRICANE HELENE

- Base Wiring Package for 2019 Code - replace due to water damage from hurricane
- Steel Tape with Mounting hardware, Selector and magnets (terminal limits included).
- Steel Tape add for Tape Selector to reduce chances of rust damage

Pit - REPLACE DUE TO WATER DAMAGE FROM HURRICANE HELENE

- Shutoff Valve
- Pit Stop Switch
- Pit Ladder
- Buffers due to rust damage - replace due to water damage from Hurricane Helene

Cab – REPLACE DUE TO WATER DAMAGE FROM HURRICANE HELENE

- Car Door. Stainless Steel #4 finish.
- Cab interior finishes will be retained.

Door Equipment -REPLACE DUE TO HURRICANE HELENE

- Hoistway Doors to replace existing at each landing. Stainless Steel #4 finishes.
- Micro Light 3D 2019 Door Edge
- Door Operator with Complete Car Side Equipment to replace existing
 - includes Adapter kit (Tracks & Hangars), Clutch (w/ Car Door Lock latch & contact), & Car Top Inspection station (w/ alarm signal and Flooded Pit Jewel)
- Restrictors to replace existing
- 3D Cabsafe Components Package

Car Fixtures - REPLACE DUE TO WATER DAMAGE FROM HURRICANE HELENE

- Main Car Station Includes:
 - Applied Panel in Stainless Steel #4
 - Braille plates to meet code requirements
 - Standard key switch package for code requirements
 - Locked service cabinet
 - Emergency light
 - Vandal resistant stainless steel #4 floor buttons with LED halo (blue)
- Two-way Communication Position Indicator
- ADA Phone System integral with COP (a dedicated phone line will be needed for this)
- Car Riding Lantern (Standard) #4 S/S (441)

Miscellaneous - REPLACE DUE TO WATER DAMAGE FROM HURRICANE HELENE

- Elevators Permits & Inspection
- Adjusting and Pre-testing
- Standard Cleaning and Painting
- Rust remediation paint treatment

BUILDING RELATED WORK – INCLUDED

- ELECTRICAL WORK

1. The existing 100A/240V heavy duty fused lockable mainline electrical disconnect will be retained and rebuilt to meet code requirements for the elevator controller. Verify proper sized fuse is installed and replace as necessary.
 - a. Furnish and install auxiliary contacts for battery lowering.
2. The existing 30A/240V heavy duty fused lockable electrical disconnect will be retained and rebuilt to meet code requirements for the elevator cab lighting. Verify proper sized fuse is installed and replace as necessary.
3. Install conduit and wiring as needed from the main line electrical disconnect and the cab lighting disconnect to the elevator controller. Final Connection by Elevator Contractor.
4. Provide labeling of all disconnects as required by code.
5. Demo any electrical equipment or conduits not scheduled for retention pertaining to the elevator machinery space.
6. Install conduit and boxes, as necessary within the machine room, for phone line (phone line provided by others).
7. Provide conduit and CAT6 cabling (25' max) from owner supplied 2-way communication gateway to elevator controller. Internet to machine room by owner. Final connection to elevator controller by elevator contractor.
8. Furnish and install one (1) GFCI duplex receptacle in the machine room.
9. Furnish and install guarded LED light fixtures as needed to reach 19ftc in the elevator machine room.
10. Furnish and install vaporproof 4' LED light fixtures as needed to reach 10ftc in the elevator pit.
11. Furnish and install one (1) GFCI duplex receptacle in the pit area.

NOT Included

- Emergency Power configurations, including ATS contacts or EP signal wire
 - Shunt trip wiring, relays or breakers - retain existing shunt trip configuration, no modifications to shunt trip included.
 - Data, telephone or low voltage control devices or wiring.
 - Replacement of main electrical feed. This proposal assumes equipment electrical demand shall be equal to existing configuration, unless otherwise stated.
12. Furnish and install one (1) 1.5-ton mini split air conditioning system to provide mechanical means of temperature and relative humidity control within the specified range of the elevator contractor's control system.
 - a. HVAC shall be located in a code compliant location within elevator machine room. (utilize same location)
 - b. The installation shall include refrigeration line sets, drain line connections, condenser mounting brackets & hardware for mounting in existing HVAC location on raised platform, and line covers.
 - c. Provide up to 30amp/120 or 240volt circuit and two disconnects for HVAC equipment.

Note: If the property is in a flood zone, an elevation certificate will be required. Owner to provide elevation certificate.

- FIRE ALARM

1. Subcontract licensed fire service provider for pre-test and inspection activities.
2. Retain smoke detectors at two lobby landings and machine room, primary recall relay, secondary recall relay, and fire hat relay.

Note: Existing (retained) fire alarm initiating devices were not tested during the site survey and are assumed functional. If any of these devices need replacement, a change order will be issued for that scope of work. Owner shall provide any required programming access codes. Any additional requirements by the local AHJ beyond the listed scope will be considered change order work.

- MISCELLANEOUS

1. Furnish and install fire rated patches and fire stopping as needed to fill any existing holes or voids in the elevator machine room.

1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

- a. Execution of this Proposal
- b. Payment for pre-production and engineering
- c. Approval of layout (if applicable)
- d. Execution of TK Elevator's Material Release Form

Approximate Durations/Lead Times

Time frame starts when a fully executed agreement and 50% deposit are received.

Initial payment must be received within 25 days of execution of contract to hold pricing due to rapidly changing material pricing currently being seen.

Contract execution (can run concurrently with layout drawing package preparation and approval)	Week 0 (depends on customer purchasing project, not TKE)
Engineering, preproduction, submittals and fabrication	5 – 6 months
Elevator system Shutdown (Per Unit): (Upon completion of all required preparatory work by others)	6.5 – 7 weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

2. Payment Terms

50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, and drilling mobilizations (if required). The material will not be ordered until this payment is received, and the parties have both executed this Proposal and the Material Release Form.

25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.



25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		\$152,342.80
Initial progress payment:	(50%)	\$76,171.40
Material furnished:	(25%)	\$38,085.70
Total of remaining progress payments:	(25%)	\$38,085.70

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	\$285.00
Mechanic (OT) per hour	\$521.00
Team (Standard) per hour	\$513.00
Team (OT) per hour	\$938.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location.

3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

4. Preventative Maintenance Program

The existing maintenance agreement shall remain in full force and effect.

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator may submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost. In the event the Purchaser and TK Elevator have a new or existing maintenance Agreement in effect at the time of the acceptance of this proposal and/or during the scope of this work, the terms of the Agreement shall remain in full force and effect throughout the performance of this scope of work and continue throughout the duration of the stated term in that Agreement.

5. Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

1. Purchaser shall provide the following:

- a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/
- b. A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the

TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room (or machine/control space within the shaft for MRL equipment) temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.

- c. Adequate bracing of entrance frames to prevent distortion during wall construction.
- d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
- e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
- f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
- g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

B. Electrical and Life Safety:

1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller; This Proposal includes the installation of an in-car emergency elevator communication system for the benefit of the deaf, hard of hearing and speech impaired (the "Multimedia Equipment") in accordance with the current applicable requirements of both the International Building Code and ASME A17.1. Purchaser shall provide one permanent 110V 20 amp circuit with all piping and wiring to controller for the emergency elevator communication system. This Proposal does not, however, include the monitoring of any communications to and from that Multimedia Equipment and Purchaser (and any end user of the units) expressly acknowledge that it is solely their responsibility to ensure that any and all such communications are appropriately monitored in accordance with all applicable rules, codes, statutes and/or laws as a condition precedent to turnover of the units including but not limited to a modem and internet connection and a minimum of four (4) hours of battery backup for all communications.
2. Purchaser shall provide the following:
 - a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the elevator equipment under all conditions;
 - b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
 - c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
 - d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
 - e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
 - f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
 - g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
 - h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;

- i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
- j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.
- k. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
- l. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
2. Hydraulic jack replacement:
 - a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
 - b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
 - c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
 - d. in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
 - e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
 - f. engineering, provision and installation of methane barriers or coordination/access;
 - g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
 - h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
 - i. any spoils or water testing;

6. Working Hours, Logistics and Mobilization

- a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours

regularly worked by TK Elevator mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as "normal working hours"). TK Elevator shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.

b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.

c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).

d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).

e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.

f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.

g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$5,000.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.

h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.

i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.

j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.

k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.

l. If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

7. Temporary Use, Inspection and Turnover

a. Unless required by specification, TK Elevator will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary

Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TK Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$5,000.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates.

b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be \$1,500.00 and a remobilization fee which shall be \$5,000.00 via change order prior to scheduling a re-inspection.

c. Upon notice from TK Elevator that the installation of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.

d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.

e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.

f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.

g. Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

8. MAX – REMOTE MONITORING

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.

- b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.
- c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
- d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
- e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
- f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
- g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

9. Additional Terms and Conditions

- a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
- c. TK Elevator is an equal opportunity employer.
- d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials and/or components: (A) due to supply chain issues, the imposition of new or increased taxes, tariffs, or other charges by applicable governmental authorities; (B) if the release of materials called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (C) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders.
- f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.

- g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.
- h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.
- i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.
- j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.
- k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.
- l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.
- m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.
- n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.
- o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.
- p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.
- q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.
- r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK

Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a “TK Elevator party” and collectively the “TK Elevator parties”) from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, replacement, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser’s duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys’ fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

s. Purchaser further expressly agrees to name Tk Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser’s liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) the United Nations; (iii) the European Union or any EU member state; (iv) the UK; or (v) any other national authority binding the parties of this contract.

In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the US;(ii) the UN Security Council;(iii) the EU and any EU member state;(iv) the UK; or(v) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.



Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of One Hundred Fifty Two Thousand Three Hundred Forty Two Dollars and Eighty Cents (\$152,342.80) inclusive of all applicable sales and use taxes.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

**City of St. Pete Beach – Public Works
(Purchaser):**

TK Elevator Corporation Management Approval

By:

By:

(Signature of Authorized Individual)

(Signature of Branch Representative)

(Print or Type Name)

Mike Martelli
Branch Manager

(Print or Type Title)

(Date of Acceptance)

(Date of Execution)

PUBLIC WORKS

Hurricane Helene Elevator Damage from Storm Surge

TKE MOVE
BEYOND



WATER INTRUSION EVENT – HURRICANE HELENE

Storm surge from Hurricane Helene impacted the equipment in the elevator unit and pit.

- Per technician who visited site after the storm, the controller was half way in water. The pit got full of water, traveling cable got wet.
- This unit has an inverted jack head in water. Jack got rust damage due to the storm surge and water in the pit.
- Car remains shutdown. Controller will not respond to any troubleshooting due to the water being under water.
- Please refer to the pictures in this document for the justification of the storm surge damage.

From: Lopez, Armando <armando.lopezz@tkelevator.com>

Sent: Thursday, October 31, 2024 9:38 AM

To: Sosa, Barbara <barbara.sosa@tkelevator.com>; Coughlin, Maxwell <maxwell.coughlin@tkelevator.com>; Morgan, Michael <michael.morgan@tkelevator.com>

Subject: St. Pete bc public works

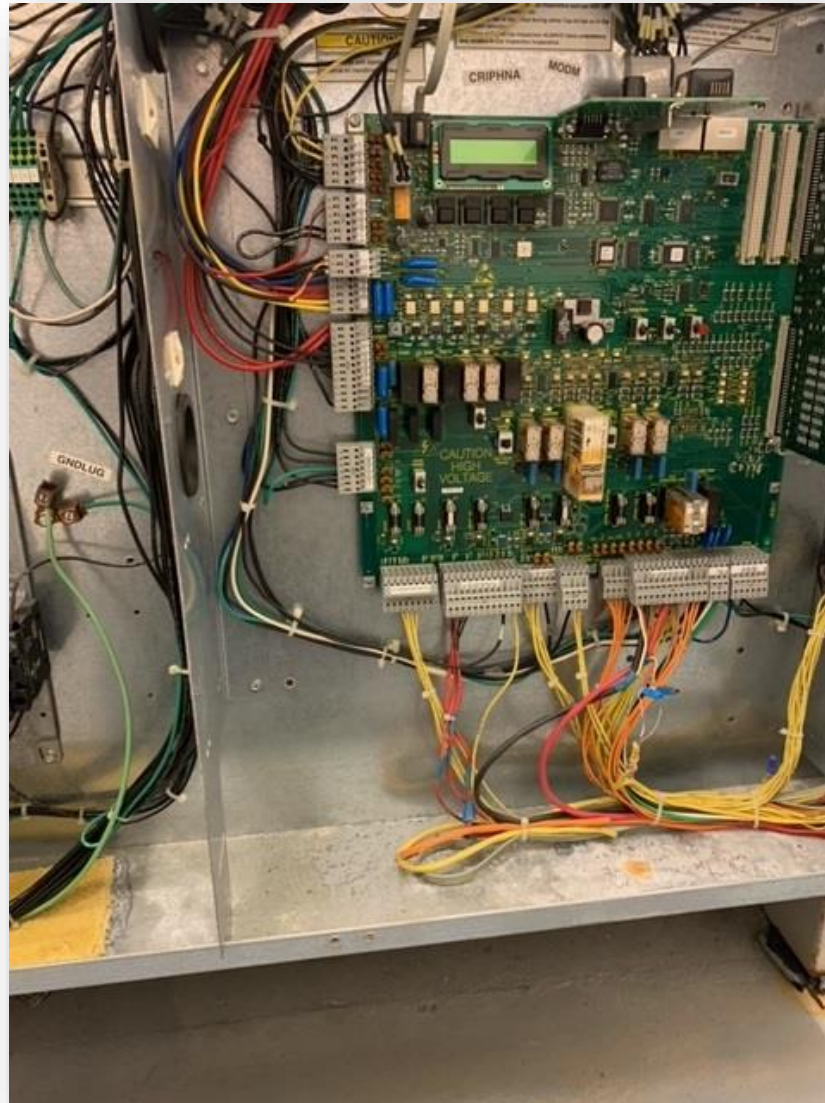
Storm survey. Controller half way in water, pit full of water, inverted jack head in water, jack rust, pit lightning, travel cable and stop switch.

Technician's
feedback after
initial survey

STORM SURGE DAMAGE



WATER INTRUSION EVENT – OTHER PICTURES



WATER INTRUSION EVENT – IN THE WATER



Piston Damage



WHAT IS NEEDED TO GET THE ELEVATOR FUNCTIONING AGAIN?

PHASE II REPAIR WORK ORDER FOR DAMAGE DUE TO STORM SURGE IN HURRICANE HELENE

Elevator Components Damage

- Controller
 - Pumping unit
 - Jack assembly
 - Door Equipment
 - Wiring/traveling cable
 - Fixtures inside and outside of elevator
 - Cab interior
 - Cab shell
 - Pit equipment
-
- ***A full survey is required to quote the expenses for this elevator needs.

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Motion to approve Grant Agreement No. LO110 with the State of Florida Department of Environmental Protection (FDEP) in the amount of \$625,000.00 for Don CeSar neighborhood stormwater outfall structures and authorize the City Manager to execute the Agreement.

Action Request: Motion to approve Grant Agreement No. LO110 with the State of Florida Department of Environmental Protection (FDEP) in the amount of \$625,000.00 for Don CeSar neighborhood stormwater outfall structures and authorize the City Manager to execute the Agreement.

Strategic Objective: Resiliency

Date: March 25, 2025

Prepared By: Camden Mills, Public Works City Engineer

Through: Frances Robustelli, City Manager

Summary of Issue: The City of St. Pete Beach has been awarded a grant in the amount of \$625,000.00 from the State of Florida Department of Environmental Protection (FDEP) for the construction of three resilient stormwater outfall structures. FDEP's intent is to supply funding to eligible applicants for use on projects that will implement mitigation measures to prevent damage from future flooding disasters.

This project is critical to the future preservation and the continuity of operations of the City. Tidal flooding in the City of St. Pete Beach negatively impacts transportation mobility, private property preservation, critical infrastructure protection, health and safety, and economic stability. The three resilient stormwater outfall structures in this project will incorporate tide check valves that will close against high tides and storm surges, along with baffle structures that will improve the quality of water being discharged into Boca Ciega Bay.

The funding from this grant will be utilized for the construction of new resilient stormwater outfall structures along the coast of the City of St. Pete Beach. No funding match from the City is required.

Funding:

GL 103-5655 – Stormwater Improvements
(Remaining balance \$3,116,163.40)

Attachments:

1. L0110 Agreement to Grantee
2. Proposed Resilient Stormwater Outfall Structures Map

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **St. Pete Beach - Resilient Stormwater Outfall Structures** Agreement Number: **L0110**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of St. Pete Beach** Entity Type: **Local Government**

Grantee Address: **155 Corey Avenue, St. Pete Beach, FL 33706** FEID: **F596000423**

(Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **September 30, 2026**

4. Project Number: **(If different from Agreement Number)** Project Location(s): **Lat/Long(s): (27.7108, -82.7354)**

Project Description: **The Grantee will construct three resilient stormwater outfall structures with associated improvements, including tide check valves and baffle boxes.**

5. Total Amount of Funding: \$ 625,000.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	LP, GAA LI 1732A, FY 24-25, GR	\$ 625,000.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 625,000.00

6. Department's Grant Manager Name: Arianna Kolesar or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3570 Tallahassee, FL 32399-3000 Phone: 850-245-2948 Email: Arianna.Kolesar@FloridaDEP.gov	Grantee's Grant Manager Name: Camden Mills or successor Address: City of St. Pete Beach 155 Corey Avenue St. Pete Beach, FL 33706 Phone: 727-363-9254 Email: cmills@stpetebeach.org
--	--

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of St. Pete Beach

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Frances Robustelli, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Arianna Kolesar, DEP Grant Manager

Amanda Peck, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

Attachment 1

1 of 14

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

Attachment 1

2 of 14

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

Attachment 1

3 of 14

- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

Attachment 1

4 of 14

- price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

Attachment 1

5 of 14

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

Attachment 1

8 of 14

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

Attachment 1

11 of 14

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

Attachment 1

12 of 14

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., 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 5 years. Such 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. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0110**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is the St. Pete Beach - Resilient Stormwater Outfall Structures Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2024 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: St. Pete Beach - Resilient Stormwater Outfall Structures.

PROJECT LOCATION: The Project will be located in the City of St. Pete Beach (Grantee) within Pinellas County; Lat/Longs (27.7108, -82.7354), (27.7079, -82.7311), and (27.7052, -82.7329). See Figure 1 for a Location Map.

PROJECT BACKGROUND: Tidal flooding in the City of St. Pete Beach negatively impacts transportation mobility, private property preservation, critical infrastructure protection, health and safety, and economic stability. The resilient stormwater outfall structures in this project will incorporate tide check valves that will close against high tides and storm surges, along with baffle boxes that will improve the quality of water being discharged into Boca Ciega Bay. The tide check valves and baffle boxes will be placed in an underground vault with hatches for ease of access for maintenance.

PROJECT DESCRIPTION: The Grantee will construct three resilient stormwater outfall structures with associated improvements, including tide check valves and baffle boxes.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Construction

Deliverables: The Grantee will construct the St. Pete Beach - Resilient Stormwater Outfall Structures (Project) in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

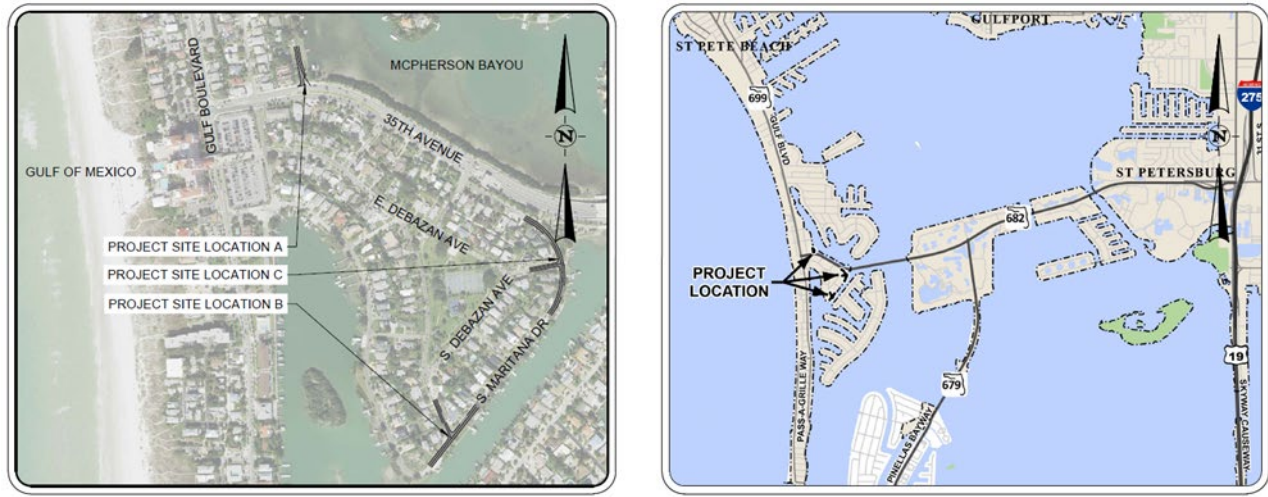
Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$625,000.00	07/01/2024	03/31/2026
Total:			\$625,000.00		

Figure 1. Site Plan & Location Map



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of 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 cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protections	2024-2025	37.039	Statewide Water Quality Restoration Projects	\$625,000.00	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$625,000.00	
-------------	--------------	--

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

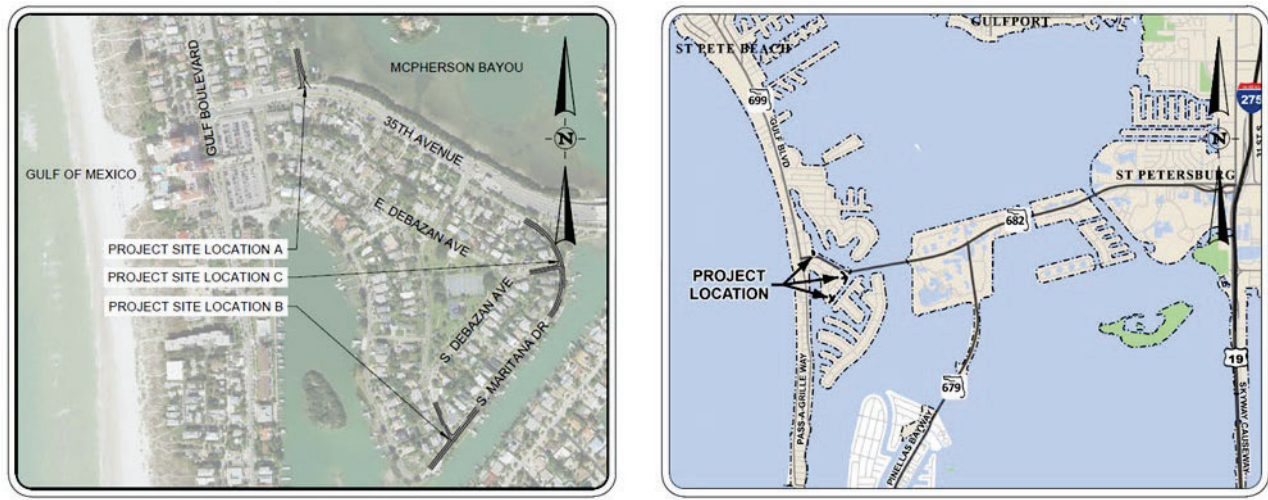
**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

Figure 1. Site Plan & Location Map



**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Election of Vice Mayor

Action Request:

Strategic Objective:

Date: March 25, 2025

Prepared By:

Through:

Summary of Issue:

Funding:

Attachments: 1. Sec._3.05.____Vice_mayor.

City Charter Sec. 3.05. Vice-mayor.

The commission shall elect a vice-mayor by an affirmative vote of three (3) or more members. Election of the vice-mayor shall be done annually. The vice-mayor shall act as mayor during the absence or disability of the mayor-commissioner.

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Appointments/Re-appointments to the City of St. Pete Beach
Advisory Boards and Committees

Action Request: No action required.

Strategic Objective: N/A

Date: March 25, 2025

Prepared By: Ginny Bodkin, Deputy City Clerk

Through: City Clerk

Summary of Issue: In accordance with Section 22 of the City's Code of Ordinances, members of the advisory boards shall be appointed by the Commission; this is done at the first meeting after a City election. However, those members previously appointed may continue to serve until such time as they are replaced or reappointed, at the will of the Commissioner.

The boards and committees are as follows:
Beach Stewardship Committee
Board of Adjustment
Finance and Budget Review Committee
Historic Preservation Board
Library Advisory Committee
Parks and Recreation Advisory Committee
Planning Board

Funding: N/A

Attachments: 1. Board Appointments BY COMMISSIONER
2. Chapter_22___BOARDS___COMMITTEES___COMMISSION
S

BOARD APPOINTMENTS BY MAYOR/COMMISSIONER - Updated: 3/13/25

BOARD	MAYOR (Petrila)	DISTRICT 1 (Marriott)	DISTRICT 2 (Robinson)	DISTRICT 3 (Rzewnicki)	DISTRICT 4 (Moholland)
	until 3/26	until 3/26	until 3/27	until 3/26	until 3/27
BOARD OF ADJUSTMENT	AL CAUSEY	DENISE CHASE, V CHAIR	CHRIS CORE	KATHY GARCHOW	DAN SMALL
PLANNING BOARD	DAVID HUBBARD, CHAIR	SHAWN RAE	CINDY PERRY	SAM ANGELIDES, JR.	TERRI GROCOTT
HISTORIC PRESERVATION	BILL LOUGHERY, CHAIR	SEAN HURLEY	HOLLY YOUNG	TIA HOCKENSMITH	DANIELLE DASHIELL
BEACH STEWARDSHIP	JON STEVENS	BRAD PANEK	JOHN KURZMAN	NATALIE LOONEY	DAN ROTHENBERGER, CHAIR
FINANCE AND BUDGET REVIEW	COL. MIKE GREIGER	TIM POLANOWSKI	JOHN SAMORAJZCK	STACY ALLEN	KATHY ENGLISH
PARKS AND RECREATION	MIKE WISE	DARYL DYKENS	JAYNE STITIK	LIZ SINATRA	KENT GORDON
LIBRARY ADVISORY	JEANETTE PERKINS, CHAIR	LINDA BORGIA	VACANT	WENDY HOMES	SHELLI NEUHOFF

|

Chapter 22 BOARDS, COMMITTEES, COMMISSIONS¹

ARTICLE I. IN GENERAL

Secs. 22-1—22-30. Reserved.

ARTICLE II. BOARD OF ADJUSTMENT²

Sec. 22-31. Created.

There is hereby created a permanent board to be known as the board of adjustment.

(Ord. No. 05-08, § 1, 2-22-05)

Sec. 22-32. Number of members; compensation.

(a) The board of adjustment shall consist of five regular members.

(b) Members shall serve without compensation.

(Ord. No. 05-08, § 1, 2-22-05)

¹Editor's note(s)—In addition to the boards and committees contained in this chapter, the following additional boards, committees and commissions exist:

The general employees pension board. See Ord. No. 81-51, § 66-66 of this Code.

The board of trustees of the municipal firefighter's pension trust fund (F.S. § 175.061 et seq.), § 66-291 of this Code.

The board of trustees of the municipal police officer's retirement fund (F.S. § 185.05), § 66-181 of this Code.

The personnel grievance board, personnel manual (Res. No. 81-18, § XVIX).

Cross reference(s)—Administration, ch. 2; general employees pension board, § 66-66; board of trustees of the municipal police officers retirement trust fund, § 66-181; board of trustees of the municipal firefighters pension trust fund, § 66-291.

²Editor's note(s)—Ord. No. 00-44, § 1, adopted October 17, 2000, amended the Code by renaming art. II. Formerly, art. II was entitled "Planning and Zoning Board." Subsequently, Ord. No. 05-08, § 1, adopted Feb. 22, 2005, amended Art. II, in its entirety, to read as herein set out in §§ 22-31—22-37, 22-39, 22-40. Prior to inclusion of said Ord. No. 2005-08, Art. II pertained to similar subject matter. See also the Code Comparative Table.

Cross reference(s)—Planning and development, ch. 118; zoning, ch. 134.

Sec. 22-33. Appointment of members.

- (a) Each city commissioner and the mayor-commissioner shall appoint one regular member to serve on the board of adjustment.
- (b) Members shall be appointed at the first regularly scheduled meeting following the general election. Provided, however, that if the city commission is unable to appoint members prior to a duly scheduled meeting of the board, then those members previously appointed shall continue to serve until such time as they are replaced or reappointed.
- (c) Appointments made other than at the first regularly scheduled meeting following the general election shall nevertheless be effective from the date of the first meeting following the general election for the purpose of determining the length of term.
- (d) Appointments by commission members shall not be restricted by commissioner district boundaries.

(Ord. No. 05-08, § 1, 2-22-05)

Sec. 22-34. Term of office of members.

The terms of office of the members of the board of adjustment shall run concurrently with the term of the commissioner or the mayor appointing that member.

(Ord. No. 05-08, § 1, 2-22-05)

Sec. 22-35. Qualifications of members.

- (a) All members shall reside permanently within the city at all times during their terms of office, and abandonment of residency within the city limits shall automatically constitute a forfeiture of office.
- (b) No member shall hold any other public position in the city.
- (c) The city commission shall appoint only those persons whose personal and private interests are not likely to conflict with that of the general public.
- (d) The members shall not be elected city officials, appointed city officers or city employees, nor shall they be employers of, or related to, any city official or city employee.

(Ord. No. 05-08, § 1, 2-22-05)

Sec. 22-36. Removal from office.

- (a) Members of the board of adjustment shall serve at the pleasure of the appointing commission member.
- (b) Any member who fails to attend three successive regular meetings shall forfeit membership on the board.
- (c) If any member of the board resigns, or for any other reason ceases to be a member of the board, the commission member who appointed such member shall appoint a replacement to serve the remainder of the term.

(Ord. No. 05-08, § 1, 2-22-05)

Sec. 22-37. Powers and duties generally.

The board of adjustment shall have the power to adopt rules of procedure, and shall conduct public meetings and hearings on any matter on which it is authorized to act in accordance with the St. Pete Beach Code of Ordinances.

The board shall have the following powers and duties:

- (1) Review all subdivision plats submitted to the city and report its findings, comments and recommendations to the city commission. The city commission shall thereupon review the subdivision plat for final approval, approval with conditions or denial. The standards for review of subdivision plats shall be as provided in the Land Development Code.
- (2) To authorize variances from the terms of the Land Development Code in accordance with those limitations specified in the Land Development Code.
- (3) To hear and decide other matters as are specifically assigned by ordinance to the board for determination.

(Ord. No. 05-08, § 1, 2-22-05)

Sec. 22-38. Reserved.

Sec. 22-39. Election of officers; conduct of meetings.

- (a) The board of adjustment shall annually, at the first meeting held following the appointment of members, organize by electing a chairman and vice-chairman and such other officers as may be necessary from among its members.
- (b) The board shall hold at least one regular meeting per month, with the time and place to be established by majority vote of the regular members. All meetings shall be open to the public. If a regular meeting must be canceled, notice of the cancellation shall be posted.
- (c) Special meetings may be called and held upon the request of the chairman, city commission, city manager or by any three members during a properly noticed public meeting.
- (d) A quorum for the conduct of business shall not be less than three members.
- (e) A majority of board membership shall be required to make any determination required by the board.
- (f) The city shall appoint a secretary to keep and accurately maintain the minutes of all board meetings.
- (g) The chairman or acting chairman may administer oaths and compel the attendance of witnesses in the same manner prescribed in the circuit court.

(Ord. No. 05-08, § 1, 2-22-05)

Sec. 22-40. Public notice.

Public notice shall be given in accordance with the requirements of the Land Development Code.

(Ord. No. 05-08, § 1, 2-22-05)

Secs. 22-41—22-65. Reserved.

ARTICLE III. FINANCE AND BUDGET REVIEW COMMITTEE³

Sec. 22-66. Created.

There is hereby created a permanent committee to be known as the finance and budget review committee.
(Ord. No. 05-11, § 1, 3-22-05)

Sec. 22-67. Number of members; compensation.

- (a) The finance and budget review committee shall consist of five regular members.
 - (b) Members shall serve without compensation.
- (Ord. No. 05-11, § 1, 3-22-05)

Sec. 22-68. Appointment of members.

- (a) The mayor and each city commissioner shall appoint one regular member to serve on the finance and budget review committee.
 - (b) Members shall be appointed at the first regularly scheduled meeting following the general election. Provided, however, that if the city commission is unable to appoint members prior to a duly scheduled meeting of the committee, then those members previously appointed shall continue to serve until such time as they are replaced or reappointed.
 - (c) Appointments made other than at the first regularly scheduled meeting following the general election shall nevertheless be effective from the date of the first meeting following the general election for the purpose of determining the length of term.
 - (d) Appointments by commission members shall not be restricted by commissioner district boundaries.
- (Ord. No. 05-11, § 1, 3-22-05)

Sec. 22-69. Term of office of members.

The terms of office of the members of the finance and budget review committee shall run concurrently with the term of the mayor or commissioner appointing that member.
(Ord. No. 05-11, § 1, 3-22-05)

³Editor's note(s)—Ord. No. 05-11, § 1, adopted March 22, 2005, amended Art. III, in its entirety, to read as herein set out. Prior to inclusion of said ordinance, Art. III pertained to similar subject matter. See also the Code Comparative Table.

Sec. 22-70. Qualifications of members.

- (a) All members shall reside permanently within the city at all times during their terms of office, and abandonment of residency within the city limits shall automatically constitute a forfeiture of office.
- (b) No member shall hold any other public position in the city.
- (c) The city commission shall appoint only those persons whose personal and private interests are not likely to conflict with that of the general public.
- (d) The members shall not be elected city officials, appointed city officers or city employees, nor shall they be employers of, or related to, any city official or city employee.

(Ord. No. 05-11, § 1, 3-22-05)

Sec. 22-71. Removal from office.

- (a) Members of the finance and budget review committee shall serve at the pleasure of the appointing commission member.
- (b) Any member who fails to attend three successive regular meetings shall forfeit membership on the committee.
- (c) If any member of the committee resigns, or for any other reason ceases to be a member of the committee, the commission member who appointed such member shall appoint a replacement to serve the remainder of the term.

(Ord. No. 05-11, § 1, 3-22-05)

Sec. 22-72. Powers and duties generally.

- (a) The finance and budget review committee shall have the power to adopt rules and procedures and to conduct regular and special meetings, provided the procedures do not conflict with any requirements of the Charter or this Code.
- (b) Powers of the committee shall include the ability to review requests for budget appropriations and requests for supplemental appropriations, review annual audit reports and monthly financial reports, and in general the committee shall monitor and review the financial position of the city. Thereafter, the committee shall make comments and such recommendations to the city commission as are deemed appropriate and shall perform such other duties as may be assigned to it by the city commission.

(Ord. No. 05-11, § 1, 3-22-05)

Sec. 22-73. Election of officers; conduct of meetings.

- (a) The finance and budget review committee shall annually, at the first meeting held following the appointment of members, organize by electing a chairman and vice-chairman and such other officers as may be necessary from among its members.
- (b) The committee shall meet at its discretion, with the time and place to be established by majority vote of the regular members. All meetings shall be open to the public.
- (c) Special meetings may be called and held upon the request of the chairman, city commission, city manager or by any three members during a properly noticed public meeting.

(Supp. No. 50)

Created: 2025-02-18 13:20:24 [EST]

-
- (d) A quorum for the conduct of business shall not be less than three members.
 - (e) A majority of committee members present shall be required to make any determination required by the board.

(Ord. No. 05-11, § 1, 3-22-05; Ord. No. 08-28, § 1, 8-12-08)

Sec. 22-74. Staff participation and responsibilities.

The city shall make available staff to assist the finance and budget review committee in the performance of its duties. Responsibilities will include the recording and transcribing of the minutes of all meetings of the committee. All meetings of the committee shall be open to the public. A public record of the committee's minutes and resolutions shall be maintained and made available for inspection by the public.

(Ord. No. 08-28, § 1, 8-12-08)

Secs. 22-75—22-100. Reserved.

ARTICLE IV. PARKS AND RECREATION ADVISORY COMMITTEE⁴

Sec. 22-101. Created.

There is hereby created a permanent committee to be known as the parks and recreation advisory committee.

(Ord. No. 05-12, § 1, 3-22-05; Ord. No. 08-29, § 1, 8-12-08; Ord. No. 19-22, § 2, 1-14-20)

Sec. 22-102. Number of members; compensation.

- (a) The mayor and each city commissioner shall appoint one regular member to serve on the parks and recreation advisory committee.
- (b) Members shall serve without compensation.

(Ord. No. 05-12, § 1, 3-22-05; Ord. No. 08-29, § 1, 8-12-08; Ord. No. 19-22, § 2, 1-14-20)

Sec. 22-103. Appointment of members.

- (a) The mayor and each city commissioner shall appoint one regular member to serve on the parks and recreation advisory committee.
- (b) Members shall be appointed at the first regularly scheduled meeting following the general election. Provided, however, that if the city commission is unable to appoint members prior to a duly scheduled meeting of the committee, then those members previously appointed shall continue to serve until such time as they are replaced or reappointed.

⁴Editor's note(s)—Ord. No. 19-22, § 2, adopted Jan. 14, 2020, amended art. IV and in so doing changed the title from recreation advisory committee to read as set out herein.

-
- (c) Appointments made other than at the first regularly scheduled meeting following the general election shall nevertheless be effective from the date of the first meeting following the general election for the purpose of determining the length of term.
 - (d) Appointments by city commission members shall not be restricted by commissioner district boundaries.
- (Ord. No. 05-12, § 1, 3-22-05; Ord. No. 08-29, § 1, 8-12-08; Ord. No. 19-22, § 2, 1-14-20)

Sec. 22-104. Term of office of members.

The terms of office of the members of the parks and recreation advisory committee shall run concurrently with the term of the mayor or commissioner appointing that member.

(Ord. No. 05-12, § 1, 3-22-05; Ord. No. 08-29, § 1, 8-12-08; Ord. No. 19-22, § 2, 1-14-20)

Sec. 22-105. Qualifications of members.

- (a) All members shall reside permanently within the city at all times during their terms of office, and abandonment of residency within the city limits shall automatically constitute a forfeiture of office.
- (b) No member shall hold any other public position in the city.
- (c) The city commission shall appoint only those persons whose personal and private interests are not likely to conflict with that of the general public.
- (d) The members shall not be elected city officials, appointed city officers or city employees, nor shall they be employers of, or related to, any city official or city employee.

(Ord. No. 05-12, § 1, 3-22-05; Ord. No. 08-29, § 1, 8-12-08)

Sec. 22-106. Removal from office.

- (a) Members of the parks and recreation advisory committee shall serve at the pleasure of the appointing commission member.
- (b) Any member who fails to attend three successive regular meetings shall forfeit membership on the parks and recreation advisory committee.
- (c) If any member of the parks and recreation advisory committee resigns, or for any other reason ceases to be a member of the committee, the city commission member who appointed such member shall appoint a replacement to serve the remainder of the term.

(Ord. No. 05-12, § 1, 3-22-05; Ord. No. 08-29, § 1, 8-12-08; Ord. No. 19-22, § 2, 1-14-20)

Sec. 22-107. Powers and duties generally.

- (a) The parks and recreation advisory committee shall have the power to adopt rules and procedures and to conduct regular and special meetings, provided the procedures do not conflict with any requirements of the Charter or this Code.
- (b) The parks and recreation advisory committee shall advise on programs, evaluate existing programs, propose new programs and make recommendations to the city staff and/or city commission regarding the following:

-
- (1) Protection, enhancement and beautification of the city owned property and rights-of-way through all available means, including appropriate landscaping, maintenance, and Best Management Practices.
 - (2) All city recreational activities, including marketing strategies, revenue generation, expenditures, and establishing partnerships with public and private entities to ensure the city's recreational needs are met in the most cost effective and efficient manner.
 - (3) Various programs offered by the department of public services and methods of improving these programs. Additionally, the recreation advisory committee shall make recommendations for development of new recreational programs and activities to be offered to the people of the community.
 - (4) Protection and maintenance of the system of parks and recreation facilities throughout the city including the community center complex, Don Vista, Warren Webster, parks, public rights-of-way, beaches and waterways to meet the needs of current and future residents, businesses, visitors and tourists.

(Ord. No. 05-12, § 1, 3-22-05; Ord. No. 08-29, § 1, 8-12-08; Ord. No. 19-22, § 2, 1-14-20)

Sec. 22-108. Election of officers; conduct of meetings.

- (a) The parks and recreation advisory committee shall meet bi-annually, at the first meeting held following the appointment of members, organize by electing a chairman and vice-chairman and such other officers as may be necessary from among its members.
- (b) The parks and recreation advisory committee shall meet bi-annually, with the time and place to be established by majority vote of the regular members. All meetings shall be open to the public.
- (c) Special meetings may be called and held upon the request of the chairman, city commission, city manager or his/her designee or by any three members during a properly noticed public meeting.
- (d) A quorum for the conduct of business shall not be less than three members.
- (e) A majority of committee members present shall be required to make any determination required by the parks and recreation advisory committee.

(Ord. No. 05-12, § 1, 3-22-05; Ord. No. 08-29, § 1, 8-12-08; Ord. No. 19-22, § 2, 1-14-20)

Sec. 22-109. Staff participation and responsibilities.

The city shall make available staff to assist the parks and recreation advisory committee in the performance of its duties. Responsibilities will include the recording and transcribing of the minutes of all meetings of the committee. All meetings of the committee shall be open to the public. A public record of the committee's minutes and resolutions shall be maintained and made available for inspection by the public.

(Ord. No. 08-29, § 1, 8-12-08; Ord. No. 19-22, § 2, 1-14-20)

Secs. 22-110—22-135. Reserved.

ARTICLE V. LIBRARY ADVISORY COMMITTEE⁵

Sec. 22-136. Created.

There is hereby created a permanent board to be known as the library advisory committee.

(Ord. No. 05-13, § 1, 3-22-05)

Sec. 22-137. Number of members; compensation.

(a) The library advisory committee shall consist of five regular members.

(b) Members shall serve without compensation.

(Ord. No. 05-13, § 1, 3-22-05)

Sec. 22-138. Appointment of members.

(a) The mayor and each city commissioner shall appoint one regular member to serve on the library advisory committee.

(b) Members shall be appointed at the first regularly scheduled meeting following the general election. Provided, however, that if the city commission is unable to appoint members prior to a duly scheduled meeting of the committee, then those members previously appointed shall continue to serve until such time as they are replaced or reappointed.

(c) Appointments made other than at the first regularly scheduled meeting following the general election shall nevertheless be effective from the date of the first meeting following the general election for the purpose of determining the length of term.

(d) Appointments by commission members shall not be restricted by commissioner district boundaries.

(Ord. No. 05-13, § 1, 3-22-05)

Sec. 22-139. Term of office of members.

The terms of office of the members of the library advisory committee shall run concurrently with the term of the mayor or commissioner appointing that member.

(Ord. No. 05-13, § 1, 3-22-05)

Sec. 22-140. Qualifications of members.

(a) All members shall reside permanently within the city at all times during their terms of office, and abandonment of residency within the city limits shall automatically constitute a forfeiture of office.

⁵Editor's note(s)—Ord. No. 05-13, § 1, adopted March 22, 2005, amended Art. V, in its entirety, to read as herein set out. Prior to inclusion of said ordinance, Art. V pertained to similar subject matter. See also the Code Comparative Table.

-
- (b) No member shall hold any other public position in the city.
 - (c) The city commission shall appoint only those persons whose personal and private interests are not likely to conflict with that of the general public.
 - (d) The members shall not be elected city officials, appointed city officers or city employees, nor shall they be employers of, or related to, any city official or city employee.

(Ord. No. 05-13, § 1, 3-22-05)

Sec. 22-141. Removal from office.

- (a) Members of the library advisory committee shall serve at the pleasure of the appointing commission member.
- (b) Any member who fails to attend three successive regular meetings shall forfeit membership on the committee.
- (c) If any member of the committee resigns, or for any other reason ceases to be a member of the committee, the commission member who appointed such member shall appoint a replacement to serve the remainder of the term.

(Ord. No. 05-13, § 1, 3-22-05)

Sec. 22-142. Powers and duties generally.

- (a) The library advisory committee shall have the power to adopt rules and procedures and to conduct regular and special meetings, provided the procedures do not conflict with any requirements of the Charter or this Code.
- (b) The committee shall review the various cultural, informational and educational programs offered by the city's public library and shall make recommendations to the city commission and the city manager concerning methods for improving the programs. Additionally, this committee shall advise the city commission and the city manager's office in developing additional library programs to be offered to the citizens of the city. The committee shall perform such other duties in connection with library programs offered by the city as may be assigned to it by the city commission.

(Ord. No. 05-13, § 1, 3-22-05)

Sec. 22-143. Election of officers; conduct of meetings.

- (a) The library advisory committee shall annually, at the first meeting held following the appointment of members, organize by electing a chairman and vice-chairman and such other officers as may be necessary from among its members.
- (b) The committee shall meet at its discretion, with the time and place to be established by majority vote of the regular members. All meetings shall be open to the public.
- (c) Special meetings may be called and held upon the request of the chairman, city commission, city manager or by any three members during a properly noticed public meeting.
- (d) A quorum for the conduct of business shall not be less than three members.
- (e) A majority of committee members present shall be required to make any determination required by the committee.

Created: 2025-02-18 13:20:25 [EST]

(Supp. No. 50)

(Ord. No. 05-13, § 1, 3-22-05; Ord. No. 08-28, § 2, 8-12-08)

Sec. 22-144. Staff participation and responsibilities.

The city shall make available staff to assist the library advisory committee in the performance of its duties. Responsibilities will include the recording and transcribing of the minutes of all meetings of the committee. All meetings of the committee shall be open to the public. A public record of the committee's minutes and resolutions shall be maintained and made available for inspection by the public.

(Ord. No. 08-28, § 2, 8-12-08)

ARTICLE VI. TECHNICAL REVIEW COMMITTEE (TRC)

Sec. 22-145. Created.

There is hereby created an administrative committee to be known as the technical review committee (TRC) for the purpose of providing for the professional and technical review of capital projects and permit applications as specified under section 22-147 of this Code.

(Ord. No. 14-13, § 1, 1-27-15)

Sec. 22-146. Membership

The membership shall include the director or his or her designee from the following city agencies:

- (1) Planning and zoning;
- (2) Building;
- (3) Public safety/code enforcement;
- (4) Fire;
- (5) Public services;
- (6) Recreation;
- (7) City clerk's office; and
- (8) City attorney's office.

Provided, however, the city manager may appoint additional city staff representatives to serve on the TRC as he or she may deem appropriate.

(Ord. No. 14-13, § 1, 1-27-15; Ord. No. 24-01, § 2, 6-11-24)

Sec. 22-147. Powers and duties generally.

- (a) On an annual basis to coincide with the routine preparation of the city's budget, the TRC shall prepare and recommend to the city manager a prioritized list of capital improvement projects to be incorporated into a financially feasible five year schedule for meeting the City's adopted level of service standards for public facilities and services as stated in the city's comprehensive plan. The TRC is to serve as, and meet the

obligations of, the capital improvements advisory committee as called for in the capital improvements element of the City of St. Pete Beach Comprehensive Plan.

- (b) The TRC shall identify projects in the five year schedule that are significant in terms of their potential impact on the city's physical, environmental, or historic character. The project manager assigned by the responsible department of a significant capital project shall provide the TRC with a status update at each regular meeting throughout the planning, design, and permitting process at which time the TRC shall provide any comments or recommendations on the project relative to their field of expertise.
- (c) The TRC shall review the following applications for compliance with the provisions of the St. Pete Beach Land Development Code, and all applicable building codes:
 - (1) Site plans.
 - (2) Subdivisions.
 - (3) Conditional uses.
 - (4) Amendments to the zoning map.
 - (5) Amendments to the future land use map.
 - (6) Variances on property being used for other than single-family detached residential purpose.
 - (7) Vacations of streets, plats or other property.
 - (8) Temporary uses.
 - (9) All other applications assigned by the city manager.

(Ord. No. 14-13, § 1, 1-27-15)

Sec. 22-148. Conduct of meetings; public notice.

- (a) The TRC staff shall hold regular monthly meetings at an established time and place unless cancelled due to lack of items to be discussed or acted upon.
- (b) The TRC agenda shall be distributed to the members at least seven (7) working days prior to the regularly scheduled meeting.
- (c) The meetings shall be open to the public and reasonable notice of the time, place and agenda shall be given. Attendance of the applicant is not required.
- (d) On development applications, the community development director, or other person designated by the city manager, shall be responsible for the following:
 - (1) Agenda preparation and distribution.
 - (2) Chairing the meeting.
 - (3) Recording minutes.
 - (4) Notification to applicants of the regularly scheduled date, time and place for consideration of the applications.
 - (5) Written notification to applicants of the outcome of the TRC review.

(Ord. No. 14-13, § 1, 1-27-15)

Secs. 2-149—2-205. Reserved.

ARTICLE VII. HISTORIC PRESERVATION BOARD⁶

Sec. 22-206. Created.

There is created a board to be known as historic preservation board for the city, under the jurisdiction and control of the city commission.

(Ord. No. 2006-08, § 1, 2-14-06)

Sec. 22-207. Members; qualifications; appointment.

- (a) The historic preservation board shall consist of five members appointed by the city commission. Each member of the board may hold office only so long as he is a resident of the city. Appointments shall be made on the basis of a potential member's civic pride, involvement in community issues, integrity, experience and interest in the field of historic preservation. Each city commissioner and the mayor-commissioner shall appoint one member to serve on the board.
- (b) Any vacancies occurring on the board between the regular appointments described above shall be filled by the appropriate city commissioner within 60 days of said vacancy, provided, however, that if the city commission is unable to appoint members prior to a duly scheduled meeting of the board, then those members previously appointed shall continue to serve until such time as they are replaced or reappointed.
- (c) To the extent available, the city commission is encouraged to appoint nominees to the board from the following categories:
 - (1) Architecture;
 - (2) Engineering, building construction or landscape architecture;
 - (3) History and archaeology;
 - (4) Law or urban planning;
 - (5) Real estate and finance; and
 - (6) Business community interest within the affected area.
- (d) Elected officials, administrative department heads and their immediate families shall be prohibited from serving as members of the board.

(Ord. No. 2006-08, § 1, 2-14-06)

⁶Editor's note(s)—Ord. No. 05-08, § 2, adopted Feb. 22, 2005, amended Art. VII, in its entirety to read as herein set out in §§ 22-206—22-213. Prior to inclusion of said ordinance, Art. VII pertained to similar subject matter. Subsequently, Ord. No. 2006-08, § 1, adopted Feb. 14, 2006, amended Art. VII, in its entirety, to read as herein set out. See also the Code Comparative Table.

Cross reference(s)—Historic preservation, ch. 110.

Sec. 22-208. Terms of office.

Members of the historic preservation board shall serve overlapping terms of two years. A board member shall be eligible for reappointment. Members of the board shall serve without compensation. Members shall serve at the pleasure of the appointing commission member.

(Ord. No. 2006-08, § 1, 2-14-06)

Sec. 22-209. Officers.

The members of the historic preservation board shall elect a chair and a vice-chair for a one-year term each. The chair shall preside at all meetings and shall have the right to vote. The vice-chair shall preside in the absence of the chair.

(Ord. No. 2006-08, § 1, 2-14-06)

Sec. 22-210. Rules and regulations.

The historic preservation board shall adopt such rules and regulations as are reasonably necessary and appropriate for the proper administration and enforcement of this article. Such rules and regulations shall conform to this article and shall govern and control the procedures, hearings and actions of the board. No such rules and regulations shall become effective until the proposed rules and regulations, and any amendments and modifications thereto, have been approved by the city commission. Said rules shall be available for public inspection.

(Ord. No. 2006-08, § 1, 2-14-06)

Sec. 22-211. Purpose; powers and duties.

- (a) The historic preservation board will recommend historic district boundaries essential to the maintenance of the unique character of the city.
- (b) The board will develop and recommend guidelines, standards and associated land development regulations for new construction and alterations to existing structures specific to the districts.
- (c) The board shall develop design guidelines for new construction or alterations to existing structures within the Pass-a-Grille Overlay.
- (d) The board shall also have the power and duty to:
 - (1) Maintain and update the findings of the historical and archaeological resource surveys and validate those findings.
 - (2) Evaluate the significance and eligibility of historic resources for designation pursuant to the Land Development Code.
 - (3) Designate eligible historic resources pursuant to the Land Development Code.
 - (4) Nominate historic resources to the local and state list of historic places and to the National Register of Historic Places.
 - (5) Approve, deny, or approve with conditions applications for certificates of appropriateness applicable to historic resources or structures within historic districts pursuant to the Land Development Code.

-
- (6) Approve or deny applications for a certificate of appropriateness for new construction or alterations to existing structures within the Pass-a-Grille Overlay, based on the adopted guidelines.
 - (7) Make recommendations to the board of adjustments with respect to variance requests applicable to historic resources designated pursuant to the Land Development Code.
 - (8) Place historical markers and administer other programs aimed at the proper recognition of designated historic resources.
 - (9) Advise the city commission on all matters related to historic preservation policy, including use, administration and maintenance of city-owned historic resources.
 - (10) Recommend zoning and building code amendments to the appropriate board of authority to assist in the preservation of designated historic resources.
 - (11) Review and make recommendations to the appropriate board of authority on proposed amendments to the comprehensive plan or land development regulations that may affect designated historic resources.
 - (12) Propose and recommend to the city commission financial and technical incentive programs to further the objectives of historic preservation.
 - (13) Increase public awareness of historic preservation and its community benefits by promoting public education programs.
 - (14) Record and maintain records of the board actions and decisions.
 - (15) Review any nominations of local properties to the National Register of Historic Places following the regulations of the state historic preservation office, as follows:
 - a. The responsibilities of the board in this regard shall be supplementary to the state historic preservation officer.
 - b. Inclusion on either the local, state or federal list is voluntary, and when a property owner objects to the nomination, he shall submit a notarized written statement to the board before the nomination is considered.
 - c. Owners of nominated properties shall be notified of the board meeting at which the nomination will be considered in accordance with the procedure set forth in the Land Development Code. When necessary, the board may seek outside expert advice before evaluating the nomination.
 - d. The board shall forward its recommendations and action on the nomination to the state historic preservation officer.
 - (16) Maintain the local and state site file of historic places for the city and conduct and maintain a comprehensive survey of materials that shall be kept available to the public, and duplicates of all inventory forms shall be supplied to the state historic preservation officer.
 - (17) Perform any other reasonable functions or duties relating to historic preservation assigned to it by the city commission.
 - (18) Attend pertinent informational or educational meetings, workshops and conferences.
- (e) Upon the approval of the city commission, the board may apply for a grant assistance in the name of the city from any federal, state, county or private source for the purpose of furthering the objectives of this article. Upon recommendation of the board, the city commission may establish a historic preservation trust fund with the purpose of administering such funds.

(Ord. No. 2006-08, § 1, 2-14-06; Ord. No. 10-03, § 3(Att. C), 4-27-10; Ord. No. 11-01, § 1, 1-25-11)

Sec. 22-212. Staff participation and responsibilities.

The city shall make available staff to assist the historic preservation board in the performance of its duties. Responsibilities will include the recording and transcribing of the minutes of all meetings of the board. When necessary, a representative of the city attorney's office will review cases. All meetings of the board shall be open to the public. A public record of the board's minutes and resolutions shall be maintained and made available for inspection by the public. Meetings will be called, as needed, by the city and upon the request of any board member.

(Ord. No. 2006-08, § 1, 2-14-06)

Sec. 22-213. Public notice.

Meetings and the agenda for the meetings of the board shall be publicly announced at least ten days prior to the scheduled public meeting. If the notice relates to the listing of a property in the National Register, the notice for those cases shall be published 45 days in advance of the hearing of the case.

(Ord. No. 2006-08, § 1, 2-14-06)

Secs. 22-214—22-240. Reserved.***ARTICLE VIII. PLANNING BOARD⁷*****Sec. 22-241. Created.**

There is hereby created a permanent board to be known as the planning board.

(Ord. No. 05-15, § 1, 3-22-05)

Sec. 22-242. Number of members; compensation.

- (a) The planning board shall consist of five regular members.
- (b) Members shall serve without compensation.

(Ord. No. 05-15, § 1, 3-22-05)

Sec. 22-243. Appointment of members.

- (a) The mayor and each city commissioner shall appoint one regular member to serve on the planning board.
- (b) Members shall be appointed at the first regularly scheduled meeting following the general election. Provided, however, that if the city commission is unable to appoint members prior to a duly scheduled

⁷Editor's note(s)—Ord. No. 05-15, § 1, adopted March 22, 2005, amended Art. VIII to read as herein set out. Prior to inclusion of said ordinance, Art. VIII pertained to the future of the city planning committee. See also the Code Comparative Table.

meeting of the board, then those members previously appointed shall continue to serve until such time as they are replaced or reappointed.

- (c) Appointments made other than at the first regularly scheduled meeting following the general election shall nevertheless be effective from the date of the first meeting following the general election for the purpose of determining the length of term.
- (d) Appointments by commission members shall not be restricted by commissioner district boundaries.

(Ord. No. 05-15, § 1, 3-22-05)

Sec. 22-244. Term of office of members.

The terms of office of the members of the planning board shall run concurrently with the term of the mayor or commissioner appointing that member.

(Ord. No. 05-15, § 1, 3-22-05)

Sec. 22-245. Qualifications of members.

- (a) All members shall reside permanently within the city at all times during their terms of office, and abandonment of residency within the city limits shall automatically constitute a forfeiture of office.
- (b) No member shall hold any other public position in the city.
- (c) The city commission shall appoint only those persons whose personal and private interests are not likely to conflict with that of the general public.
- (d) The members shall not be elected city officials, appointed city officers or city employees, nor shall they be employers of, or related to, any city official or city employee.

(Ord. No. 05-15, § 1, 3-22-05)

Sec. 22-246. Removal from office.

- (a) Members of the planning board shall serve at the pleasure of the appointing commission member.
- (b) Any member who fails to attend three successive regular meetings shall forfeit membership on the board.
- (c) If any member of the board resigns, or for any other reason ceases to be a member of the board, the commission member who appointed such member shall appoint a replacement to serve the remainder of the term.

(Ord. No. 05-15, § 1, 3-22-05)

Sec. 22-247. Powers and duties generally.

- (a) The planning board shall have the power to adopt rules and procedures and to conduct regular and special meetings, provided the procedures do not conflict with any requirements of the Charter or this Code.
- (b) The board shall have the review and advisory responsibility for the conduct of comprehensive planning within the city and shall include the authority to:
 - (1) Prepare or assist in the preparation of the city's comprehensive plan and to make recommendations to the city commission for the adoption or implementation of the plan as a whole, or parts thereof. After

the preparation of such a plan, it will be the duty of the planning board to continue to review the plan and perfect it as necessitated by changing conditions.

- (2) Maintain liaison with all public and private agencies in the city and environs for the purpose of effecting coordinated development of those public and private projects, which will influence the city's development according to the comprehensive plan. Such coordination of projects shall include public and private utility systems; schools; major streets and thoroughfares, and other transportation systems; parks and recreation areas and facilities and open spaces; and public buildings. It shall be the duty of the board to seek the cooperation of all public and private groups to develop projects in conformance with the official map and principles of the comprehensive plan.
- (3) Prepare or assist in the preparation, as an element of the comprehensive plan, of a plan for major streets consisting of those thoroughfares to be designated for through routes and for the movement of large volumes of traffic. The major street plan will show existing streets, extensions of such streets and new routes, indicating future rights-of-way required, direction of traffic flow and setbacks to be established for future street widening. Those features of the major street plan adopted by the city commission shall be indicated on the official map.
- (4) Undertake any special study or project plan assigned by the city commission, which bears on the refinement, extension or implementation of any phase of the comprehensive plan.
- (5) Hold public hearings preliminary to making recommendations to the city commission or any determination that the commission is authorized to make under the terms of any ordinance.
- (6) Utilize current data, maps, graphic material and other available information to adequately depict and record past developments and existing conditions for the purpose of analyzing, interpreting and projecting trends with respect to population, economic base, property values, building construction, tourist and industrial development, transportation, housing, public facilities, utilities, recreation, natural environment, traffic and land uses of the city.
- (7) Recommend to the city manager and to the city commission projects, plans, codes and ordinances designed to implement the comprehensive plan or promote the development of the city.
- (8) Those powers and duties as expressed in F.S. § 163.3174(4).
- (9) Review all applications for zoning map and text amendments and submit a report with comments, findings and recommendations.
- (10) Perform such other duties as may be assigned by the city commission or required by ordinance.

(Ord. No. 05-15, § 1, 3-22-05)

Sec. 22-248. Election of officers; conduct of meetings.

- (a) The planning board shall annually, at the first meeting held following the appointment of members, organize by electing a chairman and vice-chairman and such other officers as may be necessary from among its members.
- (b) The board shall meet at its discretion, with the time and place to be established by majority vote of the regular members. All meetings shall be open to the public.
- (c) Special meetings may be called and held upon the request of the chairman, city commission, city manager or by any three members during a properly noticed public meeting.
- (d) A quorum for the conduct of business shall not be less than three members.

-
- (e) A majority of board members present shall be required to make any determination required by the committee.

(Ord. No. 05-15, § 1, 3-22-05; Ord. No. 08-28, § 3, 8-12-08)

Sec. 22-249. Staff participation and responsibilities.

The city shall make available staff to assist the planning board in the performance of its duties. Responsibilities will include the recording and transcribing of the minutes of all meetings of the board. When necessary, a representative of the city attorney's office will review cases. All meetings of the board shall be open to the public. A public record of the board's minutes and resolutions shall be maintained and made available for inspection by the public.

(Ord. No. 08-28, § 3, 8-12-08)

Secs. 22-250—22-269. Reserved.

ARTICLE IX. SPECIAL MAGISTRATE SUPPLEMENTAL CODE ENFORCEMENT⁸

Sec. 22-270. Intent of article.

It is the intent of this article to promote, protect and improve the health, safety and welfare of the citizens of the city by authorizing the appointment of one or more special magistrates with authority to impose administrative fines and other noncriminal penalties to provide an equitable, expeditious, effective and inexpensive method of enforcing any codes and ordinances in force in St Pete Beach, where a pending or repeated violation continues to exist.

(Ord. No. 12-02, § 1(exh. A), 1-24-12)

Sec. 22-271. Definitions.

As used in this article the following terms shall be defined as follows. Where necessary or reasonably implied the singular shall include the plural.

Board shall mean the Board of City Commissioners of St Pete Beach.

Code inspector shall mean those employees or other agents of the city duly authorized and appointed by the city manager whose duty it is to assure compliance with city codes.

Codes shall mean St. Pete Beach Code of Ordinances or Land Development Code and all codes and statutes adopted by reference within the Code of Ordinances, as now existing or as may be amended by ordinance from time to time.

Continuing violations are those violations which remain uncorrected beyond the prescribed time period for correction contained in the civil violation notice. For each day of continued violation after the time period for correction has run, an additional penalty in the same amount as for the original violation shall be added.

⁸Editor's note(s)—Ord. No. 2012-02, § 1(exh. A), adopted Jan. 24, 2012, deleted the former Art. IX, §§ 22-270—22-279, and enacted a new Art. IX as set out herein. The former Art. IX pertained to special master supplemental code enforcement and derived from Ord. No. 99-39, § 1, 7-20-99; Ord. No. 00-33, § 1, adopted 8-1-00.

Enforcing department shall mean any administrative department or division of St. Pete Beach charged by St. Pete Beach ordinance or administrative assignment to enforce any particular code or ordinance in force in St. Pete Beach.

Person shall mean any real person, trust, corporation, estate, or other legal entity recognized by the laws of the State of Florida.

Repeat violation shall mean a violation of a provision of a code or ordinance by a person who has been previously found, through a code enforcement special magistrate or any other quasi-judicial or judicial process, to have violated or who has admitted violating the same provision within five years prior to the violation, notwithstanding the violations occur at different locations. For the purposes of this definition, a plea of "no contest" or "nolo contendere" shall be deemed an admission of a violation.

Special magistrate administrative division shall mean the department or division designated by the city manager to handle the secretarial, filing, record retention, scheduling, noticing and other coordinating and support functions related to this article.

Violator shall mean the person responsible for the code violation, which, in the appropriate circumstances, shall either be the perpetrator of the violation or the owner of the real property upon which the violation occurred.

(Ord. No. 12-02, § 1(exh. A), 1-24-12)

Sec. 22-272. Jurisdiction of special magistrates.

There is hereby created and established the office of special magistrate for the purpose of providing a supplemental code enforcement process for the city. The special magistrate is hereby vested with all the powers now granted under F.S. ch. 162, and as amended from time to time.

(Ord. No. 12-02, § 1(exh. A), 1-24-12)

Sec. 22-273. Board clerk.

The city manager shall appoint a city employee to be the code enforcement clerk, who shall perform the functions assigned to the clerk as set forth in this article.

(Ord. No. 12-02, § 1(exh. A), 1-24-12)

Sec. 22-274. Civil offenses and penalties.

- (a) The violation of any provision of any ordinances or codes shall constitute a civil offense punishable by civil penalty as follows:
 - (1) Not in excess of \$250.00 per day for a first violation;
 - (2) Not in excess of \$500.00 per day for a repeat violation;
 - (3) An assessment of the cost of repairs incurred by the city where the violation was in the nature of a violation described in F.S. § 162.06(4); and
 - (4) In the instance where the special magistrate finds that the violation is irreparable or irreversible in nature, the special magistrate may impose a fine not to exceed \$5,000.00 per violation.
- (b) Civil penalties assessed pursuant to this article are due and payable to the city upon the order of the special magistrate.

Sec. 22-275. Code enforcement special magistrates.

- (a) *Creation and appointment.* Code enforcement hearings pursuant to this article shall be conducted by designated special magistrates. Application for special magistrate positions shall be directed to the city manager pursuant to a notice published in a newspaper of general circulation. The city manager shall select a pool of candidates from the applications on the basis of experience and qualifications. The board shall appoint special magistrates to conduct hearings from the pool of candidates selected by the city manager.
- (b) *Qualifications.* Special magistrates shall have the following minimum qualifications:
 - (1) Graduation from a law school accredited by the America[n] Bar Association;
 - (2) Demonstrated knowledge of administrative laws, land use law, and local government regulation and procedures;
 - (3) Current membership, in good standing, of the Florida Bar Association; and
 - (4) Any other such qualification that may be established by resolution of the board.

In the event the city manager does not receive a sufficient number of applications from qualified members of the Florida Bar, the board may select attorneys who are not members of the Florida Bar as candidates for special magistrate. Among those applicants, the board and city manager shall give preference to those attorneys who have prior experience in a judiciary capacity or as a hearing officer, mediator, or special magistrate. No attorney who has been disciplined by the Florida Bar Association or a bar association of any other jurisdiction shall be appointed as a special magistrate.

- (c) *Term.* Special magistrates shall serve a term of one year from the date of appointment by the board. Special magistrates may be reappointed at the discretion of the board. There shall be no limit on the number of terms a person may serve as a special magistrate.
- (d) *Removal.* At any time during a term, the board shall have the authority to remove a special magistrate, with or without cause.
- (e) *Vacancy.* If any special magistrate resigns or is removed prior to expiration of his or her term or the board determines that the special magistrate should not be reappointed, the board shall appoint a special magistrate from the pool of candidates previously selected by the board to fill the vacancy within 30 days.
- (f) *Meetings and hearings.*
 - (1) *Scheduling.* The special magistrate administrative division shall be responsible for scheduling meetings of special magistrates. In the case of an alleged violation as set forth in subsection 22-276(3) of this Code, a hearing may be called as soon as possible.
 - (2) *Location.* The location of the meetings shall be in St. Pete Beach, Florida.
 - (3) *Operating procedures.* All cases brought before special magistrates shall be presented by either a designated code enforcement officer, building official or an attorney representing the department responsible for enforcing the particular code for which the violation is alleged.
 - (4) *Meetings open to the public.* All meetings and public hearings shall be open to the public.
- (g) *Compensation.* The compensation for special magistrate services may be authorized as specified by resolution adopted by the board. Travel reimbursement is limited to expenses incurred only for travel outside the county necessary to fulfill the responsibilities as a special magistrate. Travel reimbursement shall be made only when sufficient funds have been budgeted and are available, and upon prior approval by the

board. No other expenses shall be reimbursable except documented long distance telephone calls to city staff to fulfill the responsibilities as a special magistrate.

- (h) *Conflict of interest provisions.* The following conflict of interest provisions shall apply to the special magistrates; failure on the part of a special magistrate to comply with the provisions of this section shall constitute grounds for removal by the board or the city manager:
- (1) Upon appointment, each special magistrate shall comply with the disclosure requirements imposed by Florida law, including F.S. §§ 112.313 and 112.3145.
 - (2) Additionally, each special magistrate shall comply with the voting requirements imposed by Florida law, including F.S. §§ 286.012 and 112.3143.
 - (3) For a period of one year from the date of termination of office as a special magistrate, such person is hereby expressly prohibited from acting as agent or attorney in any proceedings, petition or other matter before a St. Pete Beach special magistrate.
 - (4) No person who is or may become a party to a hearing before a special magistrate shall communicate ex parte with any special magistrate concerning that violation. This restriction shall extend to any person appearing or interceding on behalf of a party, whether or not such person may have a direct personal or financial interest in the property subject of the alleged violation.
 - (5) A special magistrate shall not communicate ex parte on his own volition with any party, representative of a party, or interceding person concerning an alleged violation; however, the special magistrate may consider a request regarding the scheduling or continuance of hearings when such request is made in writing.

(Ord. No. 12-02, § 1(exh. A), 1-24-12)

Sec. 22-276. Special magistrate administrative division procedures.

Alleged violations of any of those codes or ordinances of the City of St. Pete Beach as described herein may be filed with the special magistrate administrative division by those administrative officials, having the responsibility of enforcing the various codes or ordinances in force in St. Pete Beach.

- (1) Except as set forth in subsections (3) and (4) below, if a violation of a code or ordinance is believed to exist, the enforcing department shall specify a reasonable time to correct the violation. Should the violation continue beyond the time specified for correction, the special magistrate administrative division shall give notice to the alleged violator that a code enforcement hearing will be conducted concerning the alleged violation as noticed. The notice shall state the time and place of the hearing, as well as the violation alleged to exist. If the violation is corrected and then repeated, or if the violation is not corrected by the time specified for correction by the code inspector, the case may be brought for hearing even if the violation has been corrected prior to hearing, and the notice of violation shall so state.
- (2) Persons or entities who may be held responsible under this article for violation(s) of St Pete Beach Code(s) include:
 - a. The owner, agent, lessee, tenant, contractor, or any other person or legal entity using the land, building, or premises where such violation has been committed or shall exist.
 - b. Any person or legal entity who knowingly commits, takes part or assists in such violation.
 - c. Any person or legal entity who maintains any land, building, or premises in which such violation shall exist.

-
- (3) If a repeat violation is found, the code inspector shall notify the violator but is not required to give the violator reasonable time to correct the violation. The code inspector, upon notifying the violator of a repeat violation, may request a hearing. The special magistrate administrative division shall give notice to the alleged violator as set forth in subsection (1) above. The case may be brought for hearing, and a fine may be imposed by the special magistrate, even if the repeat violation has been corrected prior to hearing, and the notice shall so state.
 - (4) If the code inspector has reason to believe a violation or the condition causing the violation presents a serious threat to the public health, safety, and welfare or if the violation is irreparable or irreversible in nature, the code inspector shall make reasonable effort to notify the violator and may immediately request a code enforcement hearing.
 - (5) If the owner of property which is subject to a code enforcement proceeding transfers ownership of such property between the time the notice of violation was served and the time of the hearing, such owner shall:
 - a. Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee.
 - b. Deliver to the prospective transferee a copy of the notices and other materials relating to the code enforcement proceeding received by the transferor.
 - c. Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.
 - d. File a notice with the special magistrate administrative division of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within five days after the date of the transfer.

A failure to make the disclosures described in subsections a., b. and c. before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the hearing shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is held.

(Ord. No. 12-02, § 1(exh. A), 1-24-12)

Sec. 22-277. Conduct of hearing by special magistrate.

- (a) Upon request of the code inspector or at such other times as may be necessary, a hearing before the special magistrate may be convened. Minutes shall be kept of all code enforcement hearings, and all hearings shall be open to the public. The special magistrate administrative division shall provide all clerical and administrative support reasonably necessary to conduct these hearings.
- (b) Where proper notice of the hearing has been provided to the alleged violator pursuant to section 22-282 of this article, a hearing may proceed even in the absence of the alleged violator.
- (c) At such hearing, the burden of proof shall be upon the code enforcement division to show by a preponderance of the evidence that a violation exists, or in the case of a repeat violation, existed on the date that the code inspector gave notice to the violator of a repeat violation pursuant to subsection 22-276(3) of this article.
- (d) All testimony shall be under oath and shall be recorded. The formal rules of evidence shall not apply but fundamental due process shall be observed and shall govern the proceedings. Upon determination of the special magistrate, irrelevant, immaterial or unduly repetitious evidence may be excluded, but all other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall

be admissible, whether or not such evidence would be admissible in a trial in the courts of Florida. Any part of the evidence may be received in written form.

- (e) The special magistrate may inquire of or question any witness present at the hearing. The alleged violator (hereinafter also referred to as respondent), respondent's attorney, code enforcement officers, or an attorney representing the division shall be permitted to inquire of or question any witness present at the hearing. The special magistrate may consider testimony presented by code enforcement officers, the respondent or any other witnesses.
- (f) At the conclusion of the hearing, the special magistrate shall render his or her decision (order) based on evidence entered into the record. The decision shall then be transmitted to the respondent in the form of a written order including findings of fact, and conclusions of law consistent with the record. The order shall be transmitted by mail to the respondent within ten days after the hearing. The order may include a notice that it must be complied with by a specified date and that a fine and costs may be imposed and, under the circumstances set forth in subsection 22-276(3) of this article, the cost of repairs or other corrective action may be included along with the fine if the order is not complied with by said date. A certified copy of such order may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns. If an order is recorded in the public records pursuant to this paragraph and the order is complied with by the date specified in the order, the special magistrate shall issue an order acknowledging compliance that shall be recorded in the public records. A hearing is not required to issue such an order acknowledging compliance.
- (g) If St. Pete Beach prevails in prosecuting a case before the special magistrate, it shall be entitled to recover all costs incurred. Whether and to what extent such costs are imposed shall be within the discretion of the special magistrate but shall not exceed the actual costs incurred.

(Ord. No. 12-02, § 1(exh. A), 1-24-12)

Sec. 22-278. Special magistrate powers and duties.

Special magistrates shall have the following powers and duties to:

- (1) Hold hearings pursuant to section 22-277 of this article.
- (2) Subpoena alleged violators and witnesses to its hearings. Subpoenas may be served by a sheriff or other authorized persons consistent with Rule 1.410(d) Florida Rules of Civil Procedure, upon request, by the special magistrate.
- (3) Subpoena records, surveys, plats and other documentary materials.
- (4) Take testimony under oath.
- (5) Make findings of fact and conclusions of law as are necessary to enforce the provisions of the St. Pete Beach Code of Ordinances and Land Development Code and issue orders having the full force and effect of law to command whatever steps are necessary to bring a violation into compliance.
- (6) Assess fines pursuant to section 22-279 of this article, including costs relating to the prosecution of cases before the special magistrate in those cases where the governing body prevails.
- (7) Lien property pursuant to section 22-279 of this article.
- (8) Assess costs pursuant to section 22-279 of this article.
- (9) Assess costs pursuant to subsection 22-279(1) of this article.

Sec. 22-279. Administrative fines; costs; liens.

- (a) The special magistrate, upon notification by a code inspector that a code enforcement order has not been complied with within the set time, may order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date for compliance set forth in the order or upon notification by a code inspector that a repeat violation has occurred in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the code inspector. In addition, if the violation is a violation described in subsection 22-276(4) of this article, the special magistrate shall notify the city manager, which may make all reasonable repairs or other corrective actions which are required to bring the property into compliance, or otherwise secure the property, and charge the violator with the reasonable costs of the repairs or other corrective actions along with the fine imposed pursuant to this section. Making such repairs does not create a continuing obligation on the part of the local governing body to make further repairs or to maintain the property and does not create any liability against the local governing body for damages to the property if such repairs were completed in good faith. If a finding of a violation or a repeat violation has been made as provided in this part, a hearing shall not be necessary for issuance of the order imposing the fine. An order imposing a fine shall be sent to the property owner with a notice that the owner may request a hearing to challenge the fine amount within 20 days of the order. Orders imposing fines shall not be filed as liens until the latter of the expiration of such 20-day notice period, or the completion of such timely requested challenge. A challenge to an order imposing a fine shall be limited to a consideration of only such new findings necessary to impose an appropriate fine and create a lien.
- (b) A fine imposed pursuant to this section shall not exceed \$250.00 per day for a first violation and shall not exceed \$500.00 per day for a repeat violation and, in addition, may include all costs of repairs or other corrective action pursuant to subsection (a) of this section. If, after due notice and hearing, the special magistrate finds a violation to be irreparable or irreversible in nature, the special magistrate may impose a fine not to exceed \$5,000.00 per violation or as otherwise authorized by Florida State Statute. In determining the amount of fine, if any, the special magistrate shall consider the following factors:
 - (1) The gravity of the violation;
 - (2) Any actions taken by the violator to correct the violation; and
 - (3) Any previous violations committed by the violator.
- (c) The special magistrate may, in its discretion, adopt a consent order proposed by the enforcing department setting forth agreed terms for payment of any fine in lieu of execution or foreclosure as set forth in subsection (d), below.
- (d) A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records in the Office of the Clerk of the Circuit Court in and for Pinellas County, Florida. Once recorded the certified copy of an order shall constitute a lien against the land on which the violation(s) exists and upon any other real or personal property owned by the violator; and it shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this section shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien, filed pursuant to this section, whichever comes first. Once recorded the lien shall be superior to any mortgages, liens, or other instruments recorded subsequent to the filing of the code enforcement lien.

-
- (e) After three months from the filing of any such lien which remains unpaid, the city may foreclose the lien in the same manner as mortgage liens are foreclosed. Such lien shall bear interest at the rate allowable by law from the date of compliance set forth in the recorded order acknowledging compliance. The local governing body shall be entitled to collect all costs incurred in recording and satisfying a valid lien. No lien created pursuant to the provisions of this article may be foreclosed on real property that is a homestead under Article X, Section 4, of the Florida Constitution.

(Ord. No. 12-02, § 1(exh. A), 1-24-12)

Sec. 22-280. Other legal remedies.

In addition to the administrative penalties and enforcement procedures provided in this article, the board may institute any lawful civil action or proceeding to prevent, restrain, or abate violations of codes or ordinances or through its agents issue cease and desist orders. An enforcing department shall have the authority to issue cease and desist orders in the form of written official notices given to the owner of the subject building, property, or premises, or to his agent, lessee, tenant, contractor, or to any person using the land, building or premises where such violation has been committed or shall exist. Any failure to comply with a cease and desist order issued by an enforcing department shall be regarded, during any penalty setting phase, as an exaggerating circumstance by the special magistrate should any process relative to section 22-279 of this article result from the violation that is the subject of the cease and desist order.

(Ord. No. 12-02, § 1(exh. A), 1-24-12)

Sec. 22-281. Appeals.

Any aggrieved party, including the City of St. Pete Beach, may appeal an order of the special magistrate to a court of competent jurisdiction within 30 days of the execution of the order to be appealed. The city may assess a reasonable charge for the preparation of the record to be paid by the petitioner in accordance with F.S. § 119.07.

(Ord. No. 12-02, § 1(exh. A), 1-24-12)

Sec. 22-282. Notices.

- (a) All notices required by this article shall be provided to the alleged violator by:
- (1) Certified mail, return receipt requested, provided if such notice is sent under this paragraph to the owner of the property in question at the address listed in the tax collector's office for tax notices, and at any other address provided to the city government by such owner and is returned as unclaimed or refused, notice may be provided by posting as described in subsections [(b)(1)] and [(b)(2)] of this section and by first class mail directed to the addresses furnished to the local government with a properly executed proof of mailing or affidavit confirming the first class mailing;
 - (2) Hand delivery by the sheriff or other law enforcement officer, code inspector, or other person designated by the board;
 - (3) Leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; or
 - (4) In the case of commercial premises, leaving the notice with the manager or other person in charge.
- (b) In addition to providing notice as set forth in subsection (a), at the option of the special magistrate administrative division, notice may also be served by publication or posting, as follows:

-
- (1) Such notice shall be published once during each week for four consecutive weeks (four publications being sufficient) in a newspaper of general circulation in Pinellas County. The newspaper shall meet such requirements as are prescribed under F.S. ch. 50, for legal and official advertisements.
 - (2) Proof of publication shall be made as provided in F.S. §§ 50.041 and 50.051.
 - (c) In lieu of publication as described in subsection a., such notice may be posted at least ten days prior to the hearing, or prior to the expiration of any deadline contained in the notice, in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at the bulletin board of the City of St Pete Beach City Hall Building. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.
 - (d) Notice by publication or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail as required under subsection (a) of this section.

Evidence that an attempt has been made to hand deliver or mail notice as provided in subsection (a) of this section, together with proof of publication or posting as provided in subsection (b) of this section, shall be sufficient to show that the notice requirements of this part have been met, without regard to whether or not the alleged violator actually received such notice.

(Ord. No. 12-02, § 1(exh. A), 1-24-12)

Sec. 22-283. Procedure to request that a fine or lien imposed pursuant to section 22-279 be reduced; conditions and criteria therefor.

- (a) The owner of real property against which a fine or lien has been imposed pursuant to section 22-279 of this article may apply to the special magistrate, through the city manager or his designee, for a satisfaction of such fine or lien with less than full payment thereof. No such application shall be considered by the special magistrate until the applicant has first shown that:
 - (1) All ad valorem property taxes, special assessments, county and city utility charges and other government and city-imposed liens against the subject real property have been paid;
 - (2) The applicant is not personally indebted to the city for any reason; and
 - (3) All city code violations have been corrected under necessary permits issued therefor.
- (b) In considering an application to reduce a fine or lien imposed pursuant to section 22-279 of this article, no satisfaction thereof shall be approved by the special magistrate with less than full payment thereof, unless the special magistrate shall make a specific finding that no violation of any city ordinance exists on the subject real property.
- (c) The balance of any fine or lien imposed pursuant to section 22-279 of this article that is reduced by the special magistrate shall be paid on terms as approved by the special magistrate.
- (d) If the property for which the application for a fine reduction is being considered is owned by a government or quasi-government entity, the special magistrate may reduce such fine even if the violation has not been corrected.

(Ord. No. 12-02, § 1(exh. A), 1-24-12)

Sec. 22-284. Other procedures or implementing provisions.

The board may adopt any additional necessary, desirable, or advisable procedures or implementing provisions for this article by resolution.

(Ord. No. 12-02, § 1(exh. A), 1-24-12)

Secs. 22-285—22-289. Reserved.

ARTICLE X. RESERVED⁹

Secs. 22-290—22-300. Reserved.

ARTICLE XI. BEACH STEWARDSHIP COMMITTEE¹⁰

Sec. 22-301. Created.

There is hereby created an advisory committee to be known as the beach stewardship committee.

(Ord. No. 04-17, § 1, 7-13-04)

Sec. 22-302. Number of members; compensation.

The beach stewardship committee shall consist of five members who shall serve without compensation.

(Ord. No. 04-17, § 1, 7-13-04)

Sec. 22-303. Qualifications of members.

- (a) Members of the beach stewardship committee shall be duly qualified voters of the city.
- (b) All members shall reside permanently within the city at all times during their terms of office, and abandonment of residency within the city limits shall automatically constitute a forfeiture of office.
- (c) No member shall hold any other public position in the city.

⁹Editor's note(s)—Ord. No. 05-19, § 1, adopted April 26, 2005, amended Art. X, in its entirety, to read as herein set out. Prior to inclusion of said ordinance, Art. X pertained to similar subject matter. Subsequently, Ord. No. 08-37, § 1, adopted September 10, 2008, repealed Art. X, §§ 22-290—22-298, which pertained to the sister city committee. See also the Code Comparative Table.

¹⁰Editor's note(s)—Ord. No. 04-17, § 1, adopted July 13, 2004, amended the Code by adding provisions designated as a new Art. XI, §§ 22-290—22-297. Inasmuch as there already exist provisions so numbered, the provisions of Ord. No. 04-17 have been included herein as Art. XI, §§ 22-301—22-308 at the discretion of the editor. See also the Code Comparative Table.

-
- (d) The city commission shall appoint only those persons whose personal and private interests are not likely to conflict with that of the general public.

(Ord. No. 04-17, § 1, 7-13-04)

Sec. 22-304. Appointments.

- (a) Each city commissioner and the mayor-commissioner shall appoint one member to serve on the beach stewardship committee.
- (b) Members shall be appointed at the first regularly scheduled meeting following the general election, or at the first regularly scheduled meeting after the city commission meeting where newly elected commissioners are sworn in to office, whichever is later. Provided, however, that if the city commission fails for any reason to appoint members prior to a duly scheduled meeting of the committee, then those members previously appointed shall continue to act for a period of time not to exceed 60 days following the general election.
- (c) Appointments by commission members shall not be restricted by municipal district boundaries.

(Ord. No. 04-17, § 1, 7-13-04)

Sec. 22-305. Terms of office.

The terms of office of members of the beach stewardship committee shall run concurrently with the terms of the commission and of the mayor appointing that member whether the appointment is made at the first regularly scheduled meeting following the general election or at any time thereafter.

(Ord. No. 04-17, § 1, 7-13-04)

Sec. 22-306. Election of officers; conduct of meetings.

- (a) The beach stewardship committee shall, annually, at the first meeting held following the appointment of members, organize by electing a chairman and vice-chairman and such other officers as may be deemed necessary from among its members.
- (b) The committee shall meet quarterly, with the time and place to be established by majority vote of the regular members. All meetings shall be open to the public.
- (c) Special meetings may be called and held upon the request of the chairman, city commission, city manager or by any three of the five regular members subject to 24 hours notice.
- (d) A quorum for the conduct of business shall not be less than three-fifths of the membership.

(Ord. No. 04-17, § 1, 7-13-04; Ord. No. 08-28, § 5, 8-12-08)

Sec. 22-307. Removal from office.

- (a) Members of the beach stewardship committee shall be subject to removal from office by the city commission for nonfeasance, malfeasance, misfeasance or other good cause shown to the city commission.
- (b) Any member who fails to attend three successive regular meetings shall forfeit membership on the committee, and a replacement shall be named by the mayor or city commissioner as required. The chairman may excuse any member from attending meetings upon request.

(Ord. No. 04-17, § 1, 7-13-04)

Sec. 22-308. Powers and duties.

- (a) The committee shall adopt such other rules and regulations as are reasonably necessary and appropriate for the proper administration and enforcement of this article. Such rules and regulations shall conform to this article, shall govern and control the procedures, hearings and actions of the board, and shall be consistent with the Charter, Code and laws of the State of Florida.
- (b) The committee shall review information related to the ongoing beach nourishment efforts throughout the city.
- (c) The committee shall evaluate information relating to the preservation and maintenance of the public beaches in St. Pete Beach and make recommendations to the city commission regarding these matters.

(Ord. No. 04-17, § 1, 7-13-04)

Sec. 22-309. Staff participation and responsibilities.

The city shall make available staff to assist the beach stewardship committee in the performance of its duties. Responsibilities will include the recording and transcribing of the minutes of all meetings of the committee. All meetings of the committee shall be open to the public. A public record of the committee's minutes and resolutions shall be maintained and made available for inspection by the public.

(Ord. No. 08-28, § 5, 8-12-08)

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Appointments to Outside Agencies

Action Request: Motion to approve the appointments to outside agencies as discussed.

Strategic Objective: N/A

Date: March 25, 2025

Prepared By: Ginny Bodkin, Deputy City Clerk

Through: City Clerk

Summary of Issue: After each election, board appointments are reviewed and decided among the elected officials. The current representatives and organizations are as follows:

BIG-C: Mayor Petrila, Primary and Comm. Rzewnicki, Alternate
FLC: Comm. Rzewnicki, Primary and Mayor Petrila, Alternate
MCPC: Mayor Petrila, Primary and Vice Mayor Moholland, Alternate
PCFIC: Comm. Rzewnicki, Primary and Comm. Robinson, Alternate
SLC: Comm. Marriott, Primary and Comm. Rzewnicki, Alternate
TBRPC: Vice Mayor Moholland, Primary and Comm. Robinson, Alternate

Funding: N/A

Attachments: 1. OutsideOrganizations_08282024

OUTSIDE ORGANIZATIONS						
August 28, 2024						
	Big C	FLC	MCPC	PCFIC	SLC	TBRPC
2024						
Representative	Petrila, A.	Rzewnicki, B.	Petrila, A.	Rzewnicki, B.	Marriott, K.	Moholland, J.
Alternate	Moholland, J.	Petrila, A.	Moholland, J.	Robinson, L.	Rzewnicki, B.	Robinson, L.
						3/17/2025

Big C
 FLC
 MCPC
 PCFIC
 SLC
 TBRPC

Barrier Islands Government Council
 Florida League of Cities
 Mayors Council of Pinellas County
 Pinellas County Flood Insurance Committee
 Suncoast League of Cities
 Tampa Bay Regional Planning Council

Meetings: Last Wednesday of the month at 9:00 a.m.
 Meetings: Year round
 Meetings: First Wednesday of the month at 12:00 p.m.
 Meetings: As needed
 Meetings: Monthly business meetings
 Meetings: Monthly, subject to change as needed
Meeting locations vary

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Adoption of Resolution 2025-07: A RESOLUTION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PASS-A-GRILLE COMMUNITY CHURCH, INC., DOING BUSINESS AS THE MONTESSORI BY THE SEA SCHOOL, FOR THE PURPOSE OF ACCEPTING PARTIAL FUNDING FROM THE SCHOOL TOWARDS THE PURCHASE OF PLAYGROUND EQUIPMENT AT HURLEY PARK, LOCATED AT 1501 PASS-A-GRILLE WAY WITHIN THE CITY OF ST PETE BEACH AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PROJECT INNOVATIONS, INC FOR CONSTRUCTION OF THE PLAYGROUND.

Action Request: Motion to adopt Resolution 2025-07

Strategic Objective: Community Enhancement

Date: March 25, 2025

Prepared By: Mandy Edmunds, Operations Manager

Through: Frances Robustelli, City Manager

Summary of Issue: The City allocated \$140,000 in the 2025 Capital Improvement budget for a new playground at Hurley Park. The lowest bid for the project was \$99,540.60 from Project Innovations, Inc. The City will receive a \$37,500 donation from Pass A Grille Community Church, operating as Montessori by the Sea School, to support the purchase. The City expenditure after the Montessori donation will be \$62,040.60. The remaining budgeted, but unused, Hurley Park playground project funds will be reallocated to other high-priority projects within the Capital Improvement budget.

Funding: Capital Improvement Budget - 301-0025

Attachments: 1. RESOLUTION 2025-07 Hurley Playground final

2. Ex A Agreement with Montessori By The Sea for donation towards Hurley Playground Equipment final
3. Ex B - Service Agreement with Project Innovations Agreement for Hurley Park Playground final

RESOLUTION 2025-07

A RESOLUTION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PASS-A-GRILLE COMMUNITY CHURCH, INC., DOING BUSINESS AS THE MONTESSORI BY THE SEA SCHOOL, FOR THE PURPOSE OF ACCEPTING PARTIAL FUNDING FROM THE SCHOOL TOWARDS THE PURCHASE OF PLAYGROUND EQUIPMENT AT HURLEY PARK, LOCATED AT 1501 PASS-A-GRILLE WAY WITHIN THE CITY OF ST PETE BEACH AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PROJECT INNOVATIONS, INC FOR CONSTRUCTION OF THE PLAYGROUND.

WHEREAS, the City of St. Pete Beach (“City”) is committed to enhancing recreational amenities for residents and visitors; and

WHEREAS, Hurley Park, located at 1501 Pass-A-Grille Way, serves as a vital community space for families and children; and

WHEREAS, Pass-A-Grille Community Church, Inc., doing business as Montessori by the Sea School (“School”), has expressed its desire to contribute funding in the amount of \$37,500 to assist in the purchase and installation of new playground equipment at Hurley Park; and

WHEREAS, the City finds that accepting the funding contribution from the School will support the improvement of public recreational facilities and is in the best interest of the community;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated by reference.

SECTION 2. The City Commission hereby authorizes the City Manager to enter into an Agreement with Pass-A-Grille Community Church, Inc., doing business as the “MONTESSORI BY THE SEA SCHOOL”) for the purpose of accepting funding in the amount of \$37,500 from Montessori by the Sea School to be applied towards the purchase of a playground at Hurley Park (Attached, Exhibit A).

SECTION 3. The City Manager is further authorized to execute a Services Agreement WITH PROJECT INNOVATIONS, INC for construction of the playground take all necessary actions to implement the terms of the agreement and facilitate the acquisition of the playground equipment (Attached, Exhibit B).

SECTION 4. If any section, subsection, sentence, clause, or provision of this Resolution is held to be 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.

SECTION 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2025.

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Adrian Petrila, Mayor

ATTEST:

Ginny Keeter-Bodkin, Acting City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ralf Brookes, City Attorney

AGREEMENT REGARDING INSTALLATION AND MAINTENANCE OF PLAYGROUND EQUIPMENT AT HURLEY PARK

This Agreement between **Pass A Grille Beach Community Church, Inc.** doing business as (d/b/a) the **Montessori by the Sea School** 1603 Gulf Way, St Pete Beach, FL 33706 (hereinafter “**Montessori**”), which operates a non-profit private Montessori school currently serving children from 3 – 12 years old (PK - 6th Grade), (727) 360-7621 office@montessori-by-sea.org and the City of St Pete Beach, a Florida municipality (the “City”) sets forth the responsibilities of the City of St Pete Beach and Montessori for the selection, installation and maintenance of new playground facilities, surfacing and equipment at Hurley Park.

The parties hereby agree that:

1. The City of St Pete Beach will select the playground including the surfacing and playground equipment based on criteria set forth in the bid scope of work and selected by the City.
2. Montessori agrees to donate **\$37,500** to be used to partially offset the cost of the playground and surfacing which shall be paid to the City before installation.
3. Montessori will not be responsible for maintenance costs associated with the playground after installation. The City will maintain the playground equipment at Hurley Park.
4. Hold Harmless and Indemnification. Montessori agrees to waive, release, hold harmless, indemnify and defend the City of St Pete Beach, its agents and employees, and members of the public being served by the Program, for all claims arising out of or related to any damage or injury, including business, personal or property damages and medical costs related to the purchase and installation of the playground equipment. Montessori further hereby acknowledges the City of St Pete Beach, as a governmental entity in the State of Florida, is entitled to and does not waive any of the protections, defenses and limitations

contained in Section 768.28, Florida Statutes, and any other statute protecting governmental entities in the State of Florida.

I hereby agree to these terms and conditions as set forth in this Agreement:

Karen Riccardi, Head of School

Date

Pass A Grille Beach Community Church Inc. d/b/a Montessori by the Sea School

NOTARY PUBLIC

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this day of _____, 2025, by _____ (name of person) as _____ (title) for _____ (name of entity on behalf of whom instrument was executed) who is ___ Personally Known OR ___ Produced Identification Type of Identification Produced _____

[NOTARY STAMP]

(Signature of Notary Public - State of Florida)

PRINT NAME: _____

City Manager, City of St Pete Beach,
a Florida Municipality

Date

Attest:

City Clerk, City of St Pete Beach

Date

Approved as to Form and Legal Sufficiency:

City Attorney, City of St Pete Beach

Date

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Hurley Park Playground Design and Build Type text here

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and **Product Innovations, Inc.** (hereinafter "Contractor"). The City and Contractor together shall be referred to as the "parties."

WHEREAS, The City properly issued a Request for Bids, attached and incorporated hereto as Exhibit "B" and the City Commission authorized the selection of Contractor at its [Insert Date] public hearing.

WHEREAS, City desires to purchase from Contractor the services described in this Agreement.

WHEREAS, Contractor is in the business of providing the services described herein, and has submitted an appropriate proposal to the City to provide the same.

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Contractor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Standard Form Addendum. The attached Standard Form Addendum, which contains all the Florida Statutorily required provisions applicable to this Agreement, is attached hereto as Exhibit "A" and its provisions modify and supplement this Agreement.
3. Scope of Services. The Contractor must perform all work for the City required by the contract documents as set forth below:
 - a. Contractor will furnish all labor, materials, and equipment necessary as indicated in the Request for Bids (Exhibit "B") in the amount of **\$99,540.60..**
 - b. Contractor must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor must comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor must at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
 - c. Contractor will provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

- d. Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.
 - e. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted. Last, Contractor warrants all material and workmanship for a minimum of (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor will, after receipt of a written notice from the City to do so, promptly correct the work.
5. Damages. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 10, that Contractor has failed to properly and completely deliver all goods or provide all service specified herein. The Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
6. Remedies.
- a. Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the city resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.
 - b. Correction of Work. If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the city reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.
7. Waiver of Liens. Prior to final payment of the Contract Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.

8. Warranties.

- a. Warranty of Title. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.
- b. Warranty of Specifications. The Contractor warrants that all goods, materials, workmanship furnished, whether by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
- c. Warranty of Merchantability. The Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the city, or within such larger period of time as may be described by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor must after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Contractor a written acceptance of such condition.

9. Completion Date. Contractor shall provide the services, described herein to be completed within the first 12 months of the agreement.

10. Term. This Agreement will remain in effect for a period of (one) 1-year from the Effective Date.

11. Effective date. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

12. Termination. This Agreement may be canceled by the City when:

- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
- b. Sub-standard or non-performance of Agreement.
- c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.

13. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.

14. Non-Exclusivity. Contractor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.

15. Compensation. Upon Contractor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay

Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B.

16. Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additionally named insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

The Contractor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

17. Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, such sum being specifically found by Contractor to be sufficient consideration for this indemnification, Contractor shall indemnify, defend and hold the City harmless for itself, its past/present/future elected and appointed officials, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, liability or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not, and in connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph is not limited in any way by any limitation in this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers'

Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

18. Discriminatory Vendor List. Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134 (1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287-134 (2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to a public entity; may not submit a bid or proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

19. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with City, State, or United States policies, rules, or regulations relating to the use of Contractor's funds provided for herein. The contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in it business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

20. Audit Rights. The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must allow the City to inspect, examine

and review the records of the Contractor in relation to this Agreement at any an all times during normal business hours during the term of the Agreement.

21. Exhibits. The following Exhibits shall be attached, incorporated, and made a part of this Agreement:

- a. Standard Form Addendum (Exhibit "A")
- b. Request for Bid (Exhibit "B")
- c. Vendor Proposal (Exhibit C)

22. Notices. All notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Contractor:

Project Innovations, Inc.
712 Wesley Avenue, Bldg A
Tarpon Springs, FL 34689

As to City:

City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

With Copy To:

Projectinnovationsflorida@gmail.com

With Copy To:

cityattorney@stpetebeach.org

23. Conflicts and Severability. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

24. Amendments. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

25. Jurisdiction. Venue. Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

26. Assignment. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Contractor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

27. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of

which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

28. Authority. Contractor hereby acknowledges that the person executing this Agreement on behalf of Contractor has the full authority to do so and to bind Contractor to the terms hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the Section 15 of the Standard Form Addendum, Exhibit "A", and that the facts stated in it are true.

Project Innovations, Inc.

City of St. Pete Beach:

Signature: Wayne Armand

Signature: _____

By: Wayne Armand

By: Frances Robustelli

Its: .Owner

Its: City Manager

Date: 3/13/2025

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brooks
City Attorney

Amber LaRowe
City Clerk

EXHIBIT "A"

CITY OF ST. PETE BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this 13 day of March, 2025, by and between the CITY OF ST. PETE BEACH, a Florida municipality, hereinafter referred to as the "City", and Project Innovations Inc., hereinafter referred to as "Contractor", concerning that certain agreement dated the ____ day of August, 2024 ("Agreement") and titled _____.

WITNESSETH:

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

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

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

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

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

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

WHEREAS, Section 286.101, Florida Statutes contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those "foreign countries of concern" to the Florida Department of Financial Services; and

WHEREAS, Section 787.06(13), Fla. Stat. provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the

nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute;

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

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

2. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Amber LaRowe
City Clerk/Public Records Custodian
cityclerk@stpetebeach.org

Phone: 727-363-9220
155 Corey Avenue
St. Pete Beach, FL 33706
Fax: 727-541-8040

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Pinellas County Circuit Court on an expedited basis to enforce the requirements of this section.

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

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

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

Sections 448.09 and 448.095, Fla. Stat.

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

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

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

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

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

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

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

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

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

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

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

- A. None.

EXHIBIT "B"

(Place Request for Bid behind this page)



**City of St Pete Beach
Request for Bid**

**Hurley Park Redesign
Install of Playground, Shade
Structure and Engineered
Wood Fiber Surfacing**

**Bids due on or before
9/18/2024 at 9:00 AM AM EST(Deadline)
City Hall, St. Pete Beach, FL**

I. CONTENTS

I.	CONTENTS	2
II.	CONTRACTOR'S BID SUBMITTAL.....	3
III.	FEE SCHEDULE.....	4
IV.	GENERAL CONTRACT TERMS.....	5
V.	REFERENCES & MINIMUM QUALIFICATIONS.....	24
VI.	PUBLIC ENTITY CRIMINAL AFFIDAVIT.....	25
VII.	NON-COLLUSION AFFADAVIT.....	27
VIII.	SPECIFICATIONS	28
IX.	SAMPLE AGREEMENT.....	29

Event	Date	Time
Publication of Bid	8/14/2024	8:00 AM
Mandatory Pre-Bid Meeting	8/21/2024	10:00 AM
Deadline for Question Submission	9/11/2024	10:00 AM
Bid Receiving Deadline	9/18/2024	9:00 AM
Bid Opening	9/18/2024	10:00 AM

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in Playground Design and Installation.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no person other than herein mentioned has any interest in the Bid or in the Agreement to be entered into; that this Bid or Agreement is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Plans and Specifications for the work and Contract Documents relative thereto, and have read all special provisions furnished prior to the opening of bids; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for **"Playground Design and Installation"** in St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the City of St. Pete Beach, Florida.

The successful bidder shall be required to utilize the template Agreement in this Request for Bids (RFB) and any questions regarding the Agreement must be addressed during the RFB process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach **"Playground Design and Installation"**.

COMPANY: Project Innovations Inc. DATE: 3/13/2025
ADDRESS: 712 Wesley Avenue Building A Tarpon Springs FL 34689 PHONE: 727-460-8449
BIDDER: (Signature) NAME: Wayne Armand - President
(SIGNATURE) (PRINT NAME & TITLE)
STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14 day of March, 2025, by Wayne Armand, who is personally known to me or has produced FL DL as identification.

(SEAL)

(Signature)
Notary Public – State of Florida

Melissa Fusillo
(Print, Type, Stamp, or Commissioned
Name of Notary Public)



SUBMIT BID TO:

OFFICE OF THE CITY CLERK, CITY OF ST. PETE BEACH
155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706

III. ~~FEE~~ SCHEDULE

v020222

4

IV. GENERAL CONTRACT TERMS

REQUEST FOR BID

The City of St. Pete Beach intends to contract the services of an experienced, qualified Playground Design and Installation Vendor. All vendors must have previous experience and references for unique design and vision.

LOCATIONS

The City of St. Pete Beach is soliciting bids from qualified Contractors for Hurley Park Playground Design and Installation.

BID SUBMITTALS

Bid documents must include a signed/notarized Contractor's Bid Submittal (Page 3), Fee Schedule, References, Contractor's license and insurance certificates, and Public Entity Criminal Affidavit. The Contractor shall submit one original, two (2) copies, and an electronic copy (on a USB flash drive) of their total bid documents with their sealed bid package as shown below under bid packages. Bids can also be submitted electronically through Bonfire and DemandStar.

BIDDER INFORMATION

All Contractors must contact the City's Procurement Manager, in writing via e-mail (jtaylor@stpetebeach.org), with their intention to bid, along with their company name and contact information at least five (5) business days before the bid package is due. The City is not responsible for any Addendums or other supplementary information that is not received due to non-submittal of the aforementioned information. Please refer back to the city website (<http://www.stpetebeach.org/news-and-links/city-projects.html>) for additional project information as it becomes available. The City reserves the right to decide whether to answer addendums or not. The City is not required to provide any additional information.

NON-MANDATORY PRE-BID MEETING

A **MANDATORY** pre-bid meeting will be held on **8/21/2024 at 10:00 AM EST** in person. The Bid Meeting will be held at Hurley Park Playground location, located at: **1501 Gulf Way, St. Pete Beach, FL**. Please contact the City's Procurement Manager (jtaylor@stpetebeach.org) with your intent to attend.

WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of the scope of work or any other contract documents included in this **RFB**. All questions pertaining to the terms and conditions or scope of work of this Request for Bid (**RFB**) must be sent in writing (e-mail is acceptable) to the City Procurement Manager and shall be received no later than **10:00 AM EST on 9/11/2024**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFB**. All such Addenda shall become a part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed **RFB** made or given prior to the award of the contract. The City will not respond to questions received after the specified deadline. The City reserves the right to respond to any and all questions but is not required to do so.

BID PACKAGES

Sealed bids will be accepted by the City until **9/18/2024 at 9:00 AM EST** (Deadline). No bids shall be accepted by the City after this deadline – NO EXCEPTIONS. Bid Packages must be delivered to the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida, 33706. Sealed bids received on or before the deadline will be publicly opened and read. All Bidders are invited to attend this bid opening.

Bids should be addressed to:

City of St. Pete Beach
City Clerk's Office
155 Corey Ave.
St. Pete Beach, FL 33706

Clearly marked as: **"Hurley Park Playground Design and Installation"**

CONTACT INFORMATION

John Taylor – Procurement Manager

Mailing Address - 155 Corey Avenue, St. Pete Beach, Florida 33706

Office Phone - (727) 363-9279

E-mail - jtaylor@stpetebeach.org

SCOPE OF WORK

Location:

Hurley Park (1501 Gulf Way, St Pete Beach, 33706)

Playground physical location: southeast corner of the existing pavilion from the existing sidewalk to the basketball court to the ball field

Approximate area: 40'x50'

Work Requesting:

Design, permit and install playground, shade structure and engineered wood fiber surfacing

Playground Age Demographic:

2-12 year old

Features to Include:

Should include a slide and play features in the allowable space

DETAILED SPECIFICATIONS

- Site Visit is Required.
- Contractor is to use Pinellas County Standard Details and Specifications.
- Contractor is responsible for field measurement.

Standard work hours shall be from 7:30 AM until 6:00 PM, Monday through Saturday. No work shall take place on Sundays or on official City holidays without prior approval by the City Manager or designee at least 1 week prior to the scheduled work. A list of current official City holidays can be found on the City's Human Resources website at <http://www.stpetebeach.org/hr/holidays.html>. Contractor will coordinate scheduling of work with the City's Project Manager and City's Inspector. }

ADDITIONAL WORK DETAILS

Contractors or persons wishing to bid on this project are licensed, bondable and insured in accordance to the City's requirements. The Contractor will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Bid must also include all costs for licenses, permits and any material disposal fees.

Bidders shall bring questions, discrepancies, omissions, conflicts, or doubt as to meaning of any part of Contract Documents to the attention of the City of St Pete Beach Public Works Department at least ten (10) business days before bid submittal deadline. Clarification of intent of Contract Documents, if necessary, shall be made available to bidders in the form of an Addendum. Failure to request clarification of interpretation of Contract Documents shall not relieve bidders of their responsibilities to perform the work.

The City of St. Pete Beach reserves the right to reject any or all bids or parts of bids, or accept any bid or part thereof deemed to be in the best interests to the City of St. Pete Beach.

STATEMENT OF WORK

The Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes, licenses, permits and fees, of all the necessary materials not furnished by the City and shall furnish and pay for all the superintendence, labor, tools, equipment, transportation, and perform all the work required for the execution of all services listed in the Bidder's Proposal and Bid Form attached hereto and in strict accordance with the Plans, Specifications, and requirements of the City of St. Pete Beach which are attached hereto and made a part hereof, and any amendments thereto and such supplemental Plans and Specifications which may hereafter be approved.

BEGINNING DATE

The Contractor is expected to be available to start immediately following contract execution.

COMPLETION OF WORK

The work will be completed and ready for final inspection within three (3) years from contract execution. With the option to renew for two (2) additional 1-year periods.

EXAMINATION OF SITE

Bidder shall carefully examine project site and be familiar with the work required for the project, investigate all site conditions that may affect execution of work as detailed in the construction documents. Contact the City's Public Works Department or their designee for changes or alterations before proceeding.

ASSURANCES

The responding Contractor shall provide a statement of assurance that the Contractor is not presently in violation of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida, and ordinances and regulations of the City of St. Pete Beach will apply.

TRAFFIC CONTROL AND STAGING AREA

Contractor shall include all costs associated with vehicular and pedestrian traffic control and maintenance

during the project. Contractor shall be responsible for providing a staging area. The location of this area must be approved by the City Manager or designee. The Contractor will be required to control the area including any additional fencing or barricades and Contractor will be responsible for the restoration of this and all other staging areas provided by the City.

ASSIGNMENT AND TRANSFER OF CONTRACT

The Contractor shall not assign or transfer this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety, and any such assignment or transfer without such written consent shall be null and void.

SUBCONTRACTS

The Contractor shall not subcontract this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety. Any Subcontractor approved by the City will be subject to the same standards and qualifications as stated in this Contract.

PERFORMANCE PAYMENT BOND

50% Required |

LIQUIDATED DAMAGES

If the work embraced by this Contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the City fixed, agreed, and liquidated damages in the amount of either Five-Hundred Dollars (\$500) per day for each calendar day of delay until the work is satisfactorily completed.

PAYMENT

Payment shall be made to the Contractor for work performed under this Contract for the quantities of work as determined in accordance with Payments for Work Completed and Payments Withheld of this Contract. Payment for extra work will be made in accordance with the Changes in Work, Contract Amount, and Contract Time sections below.

CHANGES IN THE WORK

Without invalidating the Contract, the City may, at any time or from time to time, order additions, deletions or revisions in the work authorized by written Change Orders or directives. Upon receipt of a Change Order, the Contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract documents. If any Change Order causes an increase or decrease in the Contract Amount or any extension or shortening of the Contract Time, an equitable adjustment will be made.

Additional Work performed by the Contractor without authorization of a Change Order will not entitle them to an increase in the Contract Amount or any extension of the Contract Time, except in the case of an emergency (subject to approval by City Manager or designee).

It is the Contractor's responsibility to notify their Surety of any changes affecting the general scope of the Work or change of the Contract Amount and the amount of the applicable bonds shall be adjusted accordingly, and an amended bond document furnished to the City. In the event the City directs the Contractor to make a change in the Work, and if the City and the Contractor do not arrive at a mutually

acceptable increase or decrease in the Contract Amount, the contractor shall not use any such lack of mutual acceptance as a basis or cause to stop or otherwise delay the progress or the execution and completion of any of the work ordered, directed or required pursuant to the Contract Documents.

If the Contractor believes an event or situation has occurred which justifies a change in the Contract Amount or Contract Time, he shall deliver a written notice to the City Manager or designee. Each such written notice shall be delivered promptly and no later than fifteen (15) business days after the Contractor first discovered the occurrence. The Contractor shall be deemed to have waived the right to collect any and all costs incurred more than fifteen (15) business days prior to the date of delivery of the written notice and shall be deemed to have waived the right to seek an extension of the Contract Time with respect to any delay in the Progress Schedule which accrued more than fifteen (15) business days prior to the date of delivery of the written notice.

Any such notice shall include sufficient detail to explain the basis of entitlement to a claim for an adjustment to the Contract Amount or Contract Time. When requested by the City Manager or designee, the Contractor shall furnish any additional information and details as may be required to determine the facts or allegations involved, which shall be provided within fifteen (15) business days of the request unless a longer time period is allowed by the City Manager or designee.

The Contractor shall prepare bids detailing proposed adjustments to Contract Amount and/or Contract Time and submit them to the City Manager or designee within fifteen (15) business days of the City's issuance of a proposed Change Order or the Contractor's submitting a written notice of a change or claim for an adjustment to the Contract Amount or Contract Time. Contractor's bids shall be irrevocable for a period of at least sixty (60) business days after receipt by the City. Any delay in the submittal of a complete, adequate and acceptable bid will not justify an increase in Contract Amount or Contract Time. Contractor agrees that it shall give the City access to any and all of Contractor's and Subcontractors' books, records and other materials relating to proposed Change Orders and other claims for adjustment to Contract Amount or Contract Time.

CHANGE OF CONTRACT AMOUNT

The Contract Amount constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Amount. The Contract Amount may only be changed by written Change Order issued by the City. Any claim for an increase in the Contract Amount shall be in writing and delivered to the City Manager or designee within fifteen (15) business days of the occurrence of the event giving rise to the claim.

All claims for adjustment in the Contract Amount shall be determined by the City Manager or designee. However, no claim for an adjustment to the Contract Amount will be considered for unforeseeable causes that were beyond the fault or negligence of the Contractor or his Subcontractors or supplier such as acts of God, floods, riots, etc. This restriction does not restrict submission of claims for additional Contract Time due to events of this nature. Any change in the Contract Amount shall be incorporated in a Change Order.

Contractor bids or claims shall cover all aspects of the Work involved and shall be fully documented and itemized as to all costs, quantities and charges for overhead and profit. Amounts for Subcontractors or Suppliers at any tier shall be similarly supported. When determining Subcontractors' costs, the methods to be used shall be those used for the Contractor's costs, except that the term "Subcontractor" shall replace the term "Contractor," context permitting.

Changes in Contract Amount for extensions in Contract Time shall exclude costs that are unaffected or do

not relate to the extension in Contract Time, such as: (a) operating costs of construction equipment assigned to the Work on a continuing basis, (b) operating costs and owned/rental costs of construction equipment (crane used for specific lifts, concrete pump used for specific pours, etc.), and (c) fully paid site facilities, tools, etc.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Amount where the Work involved is covered by unit prices contained in the Contract Documents shall be determined by application of unit prices to the quantities of the items involved. If the quantities originally contemplated are so changed in a proposed Change Order, that application of the Unit Prices to the quantities proposed will cause substantial inequity to the City or the Contractor, the applicable unit price(s) shall be equitably adjusted by mutual agreement.

If the value of work covered by a Change Order cannot be established or mutually agreed to utilizing previously established unit rates, the value shall be determined by the City on the basis of an estimate of the out-of-pocket cost and percentages that are acceptable to the City for overhead and profit. The out-of-pocket cost shall only include those direct costs which are needed to perform the work such as labor (including payroll taxes, fringe benefits, labor burden and workers' insurance), materials, equipment, and other incidental out-of-pocket construction costs directly involved in the work, including but not limited to small tools, expendables and material costs but shall not include project management or project supervisory costs unless the Change Order includes an increase in the Contract time.

In such case, the Contractor will submit in the form prescribed by the City an itemized cost breakdown together with supporting data.

The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the City. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

To be eligible for consideration, the Contractor's written claim for a change in the Contract price, including claim(s) from sub-contractors, shall include an itemized cost breakdown with supporting data as described below:

- A. For labor: Provide written documentation from the Contractor and Subcontractors or others as appropriate in the form of a detailed breakdown by each labor classification involved indicating the number of hours of Work involved and the hourly payroll rate applicable to each to substantiate the basis and amount of the direct labor cost. The direct labor cost may be increased to provide an allowance for indirect payroll costs (labor burden), such as payroll taxes, fringe benefits, and workers insurance after all premium discounts, rebates and other appropriate reductions have been taken.
- B. For material, supplies, equipment, furnishings, etc., to be installed or included in the Work: Provide written documentation from the Contractor and Subcontractors, suppliers, etc., to substantiate the basis and amount of the various cost items involved. Material costs shall reflect the Contractor's reasonably anticipated net actual cost after consideration of trade discounts and volume rebates.
- C. For construction equipment: Provide written documentation in the form of a detailed breakdown by each construction equipment category, indicating the applicable unit rates (i.e., dollar amount per hour, dollar amount per day etc.,) and the number of hours, days, etc. to substantiate the basis and amount of the construction equipment out-of-pocket costs.

CHANGE OF CONTRACT TIME

The Contract Time may only be changed by written Change Order. Any claim for an extension in the Contract Time shall be in writing and include an analysis of the Progress Schedule as further described in the Specifications and shall be delivered to the City Manager or designee within fifteen (15) business days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by the City Manager or designee. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. The Contract Time may be extended for an amount equal to time lost due to unforeseeable causes beyond the control of the Contractor (and his Subcontractors and Suppliers) if he makes a claim therefrom. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by the City; fires; floods; labor disputes; epidemics; or acts of God.

All time limits stated in the Contract Documents are of the essence to the Contract. The stated time limits are agreed to be adequate to complete the work, including the procurement, manufacture and delivery of all material and equipment required, and account for any and all potential impact, delays, disruptions and costs that may be expected.

CITY'S RIGHT TO DIRECT PURCHASE

The City has reserved the right to purchase certain items and materials for this project directly in an effort to save applicable sales tax in compliance with Florida Law.

The City will issue purchase orders directly to the vendors supplying the equipment being directly purchased by the City for this project. Each Purchase Order will be accompanied by the City's Certificate of Exemption and a Certificate of Entitlement. All direct purchase vendor invoices will be issued to the City of St. Pete Beach and the City will issue payment to each direct purchase vendor from City funds. The City will take title to the equipment at time of delivery from the vendor and will issue a separate Certificate of Entitlement for each purchase order.

The Contractor shall assist the City with receipt of materials furnished by the City in accordance with these Special Provisions including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, providing and obtaining all warranties and guarantees required by the Contract Documents, assist with inspection of the goods at the time of delivery and notify the City immediately of any deficiencies noted. It is understood that the owner assumes the risk of damage or loss during the time that the building materials are physically stored at the job site prior to their installation or incorporation into the project. The Contractor shall coordinate with the City regarding the delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular material furnished.

As City Furnished Materials are delivered to the job site and accepted by the City, the City shall notify the Contractor who will assist the City to visually inspect all shipments from the suppliers. The City will approve the vendor's invoice for material delivered upon adequate inspection and recommendation of the Contractor. The City shall assure that each delivery of City Furnished Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made and Contract Documents including but not limited to Contract, Plans, Specifications, and approved Shop Drawings. This documentation may consist of a delivery ticket, bill of lading and an invoice from the supplier conforming to the Purchase Order together with such additional information as the City may deem necessary.

PAYMENTS FOR WORK COMPLETED

Partial payments will be made as the work progresses at the end of each calendar month, or as soon

thereafter as practicable on estimates made by the City Manager or designee and as approved by the City, provided that the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained five percent (5%) on the amount of each estimate until final completion and acceptance of all work covered by the Contract. Upon completion and acceptance of the work, the City Manager or designee shall issue a certificate that the work has been completed and accepted by them under the conditions of the Contract and shall make and approve the final estimate of the work. The entire balance found to be due the Contractor, including that retained by the City, should be paid to the Contractor. Such payment shall be conditioned, however, upon the submission by the Contractor of evidence satisfactory to the City that all claims for labor, material, and any other outstanding indebtedness in connection with the Contract have been paid. Such payment shall also be conditioned upon approval and acceptance of the construction and improvements by the City.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the City Manager or designee so certifies, the City shall upon the Certificate of the City Manager or designee, and without terminating the Contract make payment for the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim. If such delay occurs and payment is made under this clause, the Contractor shall nevertheless be prepared to complete the work in a timely manner upon the remedy or removal of such delay, and shall be bound under this Contract for the completion of such work unless this Contract is otherwise terminated. All payments will be made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

PAYMENTS WITHHELD

The City Manager or designee may withhold, or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the City from loss on account of:

- a) Defective work not remedied
- b) Claims and/or liens filed or reasonable evidence indicating probable filing of claims
- c) Failure of the Contractor to make payments properly to Subcontractors or for material or labor
- d) A reasonable doubt that the Contract can be completed for the balance then unpaid
- e) Damage to another Contractor
- f) Failure of the Contractor to keep their work progressing in accordance with their time schedule

FINAL PAYMENTS

Upon the completion and acceptance of the work, the City Manager or designee shall issue a certificate that designates that the whole work provided for in this Contract has been completed and accepted by him under the conditions and the terms thereof and shall make the final estimate of the work. After issuance of the certificate, the entire balance found to be due the Contractor, including said retained percentage by the City in accordance with existing state laws as may be retained lawfully by said City, shall pay excepting such sums to the Contractor.

Before the approval of the final payment, the Contractor shall submit evidence satisfactory to the City that states that all payrolls, materials, bills and outstanding indebtedness in connection with this Contract have been paid.

LIENS

If at any time there shall be evidence of any lien or claim for which the City might become liable and which is chargeable to the Contractor, the City shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient for complete indemnification against such lien or claim. In the event the City has already paid to the Contractor all sums due under this contract or the balance remaining unpaid is insufficient to protect the City, the Contractor and his Surety shall be liable to the City for any loss so sustained.

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

The term "City Manager or designee" wherever used in the Contract shall be the City of St. Pete Beach or its duly authorized representative. Notices of any change in the City Manager or designee shall be given in writing by the City to the Contractor. The City Manager or designee shall have full authority to interpret the Plans and Specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under the Contract and every question relative to the fulfillment of the terms and provisions therein. It shall be the duty of the City Manager or designee to enforce the Plans and Specifications in a fair and unbiased manner. If a variation from any requirements is allowed the City Manager or designee shall grant the same in writing with the reasons for his action outlined, and such action will not invalidate or change the Contract in any other manner.

INTENT OF PLANS AND SPECIFICATIONS

The Contractor shall keep on the job a copy of the Plans and Specifications and shall at any time give the City Manager or designee access thereto. Anything mentioned in the Specifications and not shown on the Plans or shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. The Contractor shall not take advantage of any errors, discrepancies or omissions that may exist in the Plans and Specifications but shall immediately call them to the attention of the City Manager or designee whose interpretation or correction thereof shall be conclusive. Should a conflict occur between the General Specifications and any Supplemental Specifications and/or Plans, the latter shall govern.

LICENSES AND PERMITS

The Contractor shall obtain and pay for all necessary City licenses and work permits and shall faithfully comply with all laws, ordinances and regulations, (Federal, State or local) which may be applicable to the operations to be conducted hereunder, except for those permits obtained by the City. Notwithstanding the provisions above, the contractor is responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.

Chapter II, Section II-4, "Registration of Licenses Obtained From Other Municipalities:" "Persons, partnerships, corporations, or other business entities doing business with the City who are not required to obtain a City occupational license, but who must have either a State or County or Municipal occupational license from another municipality, shall register such occupational license with St. Pete Beach Community Development Department. The City may charge a fee for such registration." The Contractor shall be responsible for obtaining all City, County, State and Federal permits required by those government agencies and must provide documentation of receipt of those permits prior to project commencement. This shall include a notice to commence work letter and the applicable fee, if required. Any sub-contractor hired by the contractor awarded the project, MUST also register their license with the City.

SUPERINTENDENCE

The Contractor shall constantly superintend all the work embraced in this Contract in person or by a responsible agent who shall have in writing, full authority to act for them and to carry out all the instructions given by the City Manager or designee.

LABOR PROVISIONS

The Contractor and his Subcontractors shall discharge, whenever ordered to do so by the City Manager or designee, any employee who is disorderly or whose conduct in the opinion of the City Manager or designee is detrimental to the prosecution of the work. No person whose age or physical condition is such as to make this employment dangerous to his/her health and safety or to the health and safety of others shall be employed on the work, and in no event shall any persons under the age of sixteen (16) years be employed.

INSURANCE

The Contractor shall procure and maintain at his/her own expense, during the life of the Contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of the City for adequacy of protection and shall include a provision preventing cancellation without twenty (20) business days prior notice to the City in writing. The City shall be included as an additional insured on all liability insurance. The liability insurance required is as follows: Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor hired by the Contractor or anyone directly or indirectly employed by the Contractor or hired by the Contractor.

The successful Contractor shall supply and maintain insurance which defends, indemnifies and holds harmless the City of St. Pete Beach, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by the Contractor or third party under the direction or control of the Contractor. Such general and excess liability coverage shall be primary to any other coverage carried by the City of St Pete Beach. Contractor must furnish the City with Certificate of Insurance prior to commencement of work. An approved Certificate of Insurance furnished by the Contractor's carrier to guarantee the Contractor being insured with the City of St Pete Beach must be named as a certificate holder for this contract. The following minimum coverage:

- Commercial General Liability Insurance \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.
- Automobile Liability \$1,000,000.00.
- General Workers Compensation Insurance as required by Florida law.
- Longshore Harbor Workers Compensation Insurance

PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all their work and materials from damage or theft and shall protect the City's property and all adjacent property from injury or loss arising in

connection with activities under their Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be caused by agents or employees of the City.

The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the site of the work. Should the situation arise that physical security is needed the Contractor will provide security on off days and holidays. The Contractor shall be responsible for all charges incurred with such action.

The Contractor shall post danger signs warning against any hazards created by the work being done under their Contract. They shall designate a responsible member of their organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the City Manager or designee and City in writing. In an emergency affecting the safety of life, or of the work or adjoining property, the Contractor, without special instruction or authorization from the City Manager or designee, or City, is hereby permitted to act, at their own discretion, to prevent such threatened loss or injury, and they must take such action if so instructed or authorized by the City Manager or designee. The Contractor shall also protect adjacent property as required by law.

PARKING

The Contractor shall arrange with City Manager or designee for temporary parking areas to accommodate construction personnel and construction equipment. Note that limited parking spaces are available in the City of St. Pete Beach. The Contractor will be asked to coordinate with the City's representative on site on a regular basis to minimize the impact on residents and visitors.

TRANSPORTATION, HANDLING AND STORAGE

The Contractor shall transport, handle, protect and store products in accordance with manufacturer's instructions and all environmental regulatory agencies.

VEHICLES

Business vehicles shall be identified on both sides with the name of the company.

ENVIRONMENTAL PROTECTION

It shall be the Contractor's responsibility to implement construction methods, best management practices, and erosion control methods that avoid water pollution as required by the State of Florida Department of Environmental Protection (FDEP), City of St. Pete Beach, and Pinellas County. Any Contractors in violation of the City of St. Pete Beach Regulations, Pinellas County Regulations, Florida Department of Environmental Protection Regulations, or any other regulatory agency regulations shall be the sole responsibility of the Contractor. The Contractor shall hold harmless the City of St. Pete Beach and the City Manager or designee from any fines and litigation resulting from the Contractor's actions. The Contractor shall pay all attorneys' fees, fines, penalties and any other such expenses resulting from the Contractor's actions. The Contractor shall provide all necessary measures to prevent any materials whatsoever from entering the waterway except for those materials, which are shown, on the plans as completed structures. The Contractor shall provide MSDS sheets to the City Manager or designee on all applicable materials before applying those materials. The Contractor shall secure the necessary education, certifications, licenses and permits required by state and local agencies to operate and manage a construction site, including but not limited to, FDEP requirements related to Coastal Construction Control Line. The Contractor shall abide by all rules and regulations set forth and required by the City of St. Pete Beach's MS4 NPDES Permit.

TIMELY DEMAND FOR STAKES AND INSTRUCTIONS

The Contractor shall provide reasonable and necessary materials, opportunities, and assistance for setting stakes and making measurements, including the furnishing of a rodman, or a chainman at intermittent times during the construction period. They shall not proceed until they have received such stakes and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such stakes and instructions. The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction, they will be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

WORKMANSHIP

The Contractor acknowledges that they have satisfied themselves as to the nature and location of the work; the general and local conditions including but not restricted to those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, surface conditions, subsurface conditions, tides or similar physical conditions at the site, the character of equipment and facilities required to prosecute the work. Any failure by the Contractor to acquaint themselves with any aspect of the work or with any of the applicable conditions shall not relieve the Contractor from the responsibility to successfully perform the work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

UTILITIES

The Contractor shall anticipate all underground obstructions such as water lines, gas lines, sewer lines, utility lines, or any other public or private facilities and debris. In all cases where existing utility lines may be interfered with by the work, the Contractor shall give a minimum of thirty-six (36) hours' notice to the owners of such utilities, to permit them to relocate the lines prior to construction. No extra payment shall be allowed for the removal, replacement, repair or possible increased cost caused by underground obstructions. The location of existing structures and utilities provided in the plans are approximate only. Any damage to existing structures to remain or work of any kind shall be repaired or restored promptly by, and at the expense of the Contractor.

The Contractor shall at all times protect all desirable trees, plants, curbs, sidewalks, irrigation components, and structures not requiring removal to accomplish the work, whether or not they are shown on the plans. The Contractor must contact the City to obtain tree removal permits for the removal of any tree not identified for removal in the Project Plans.

In matters of restoration, all materials, construction, and workmanship shall be acceptable to, and approved by the City of St. Pete Beach and the City Manager or designee. No changes in size, shape, configuration, location, materials, or construction shall be made without prior written authorization from the City Manager or designee. Any demolition debris and other debris shall be hauled offsite and properly disposed of by the Contractor and shall be inclusive to the prices as stated in the BID SCHEDULE, unless otherwise stipulated as part of the project to remain.

No interruption of ingress and egress to private property shall be made unless the Contractor has made prior arrangements acceptable to the owner of the affected property. The City Manager or designee shall notify affected residents/property owners of impending activity or inconvenience via door hanger.

The Contractor shall provide all traffic control devices utilized during construction and meet the requirements set forth in the Florida State Department of Transportation "Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance, and Utility Operations."

CLEANING UP

Upon completion or termination of the work the Contractor shall, as directed by the City Manager or designee, remove from the vicinity of the work all equipment and temporary structures, waste materials and rubbish resulting from his operations, leaving the premises in a neat and presentable condition. All debris generated by the Contractor will be removed before leaving the area. All areas will be raked to remove smaller debris. All surrounding sidewalks, parking lots and roadways will be cleared of any dust or debris generated by the Contractor. In the event of their failure to do so, the City at the expense of the Contractor may do the same, and their Surety shall be responsible.

DEFECTIVE WORK OR MATERIAL

The Contractor shall promptly remove from the premises all work and materials condemned by the City Manager or designee as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work or materials within a reasonable time after notice, the City may remove them and store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) business days' time thereafter, the City may, upon thirty (30) business days written notice sell such materials at auction or at private sale and shall account for the net proceeds thereof after deducting all the costs and expenses that should have been borne by the Contractor.

DISPUTE RESOLUTION

The Contract shall be construed under Florida law. The parties agree that all controversies, claims and other matters in question between the parties arising out of or relating to this Contract or its breach shall be resolved through mediation. Upon notice of any party to the Contract of a dispute, question or controversy, the parties shall agree to the appointment of a qualified mediator. A qualified mediator is a person who has received at least forty (40) hours of mediation training and has actual experience as a mediator in resolving contract disputes. If the dispute, question or controversy is not resolved through mediation within sixty (60) business days of a notice of the dispute between the parties, the City reserves the right to seek resolution through court action.

INDEMNIFICATION

In consideration of the payment of ten dollars (\$10.00) as part of the above purchase price, Contractor shall indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the responding firm and any persons employed or utilized by the responding firm in the performance of the Contract.

GENERAL WARRANTY

Neither the final certificate nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom that shall appear within a period of eighteen (18) months from

the date of final acceptance of the work, unless a longer period is specified. The City shall give notice of observed defects with reasonable promptness.

LAND OF CITY, USE OF, BY CONTRACTOR

The City shall provide the land upon which the work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide, at his/her cost and expense, any additional land required. It will be the responsibility of the Contractor to repair or restore to the satisfaction of the City, at their own expense, any damage to land used for the above stated activities or any other activities approved by the City.

OTHER WORK

Wherever work being done by the City or by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City Manager or designee to secure the completion of the various portions of the work in general harmony.

OTHER CONTRACTS

The City may award other Contracts. The Contractor shall fully cooperate with such other Contractors and carefully fit his/her own work to that provided under other Contracts, as may be with the performance of work by any other Contractor or City.

COOPERATIVE PURCHASING

Pursuant to their own governing laws and subject to the agreement of the Contractor, governmental entities may make purchases under the terms and conditions contained in the executed Contract, if agreed to by Contractor. Such purchases are independent of the Contract between the City and the Contractor, and the City is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

DELAYS AND EXTENSION OF TIME

If the Contractor should be delayed at any time in the progress of the work by an act or neglect of the City or the City Manager or designee, or of any employee of either, or by any separate Contractor employed by the City, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any cases beyond the Contractor's control, or by delay authorized by the City Manager or designee, or by any cause which the City Manager or designee shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City Manager or designee may decide. No such extension shall be made for a delay that occurs more than five (5) business days before a claim is made in writing to the City Manager or designee. In the case of a continued cause of delay, only one (1) claim is necessary. This section does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

CITY'S RIGHT TO TAKE OVER THE WORK

If the Contractor shall be adjudged bankrupt, or if they should make a general assignment for the benefit of its creditors, or if a receiver should be appointed to take over their affairs, or if they should fail to prosecute

their work with due diligence and carry the work forward in accordance with its' work schedule and the time limits set forth in the Contract Documents, or if they should fail to substantially perform one or more of the provisions of the Contract Documents to be performed by them, the City may serve written notice on the Contractor and the Surety on its' performance bond, stating the City's intention to exercise one of the remedies hereinafter set forth and the grounds upon which the City bases its right to exercise such remedy. In any event, unless the matter complained of is satisfactorily cleared within ten (10) business days after the service of such notice, the City may, without prejudice to any other right or remedy exercise one of such remedies at once; having first obtained a certificate from the City Manager or designee that such sufficient cause exists to justify such action.

The City may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and their Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance of the Contract within ten (10) ten days after service of the notice of termination, the City may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of their service, the Contractor shall not be entitled to any further payment under their Contract until the work is completed and accepted. If the City takes over the work and the unpaid Contract balance exceeds the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Contractor, the excess unpaid Contract balance shall be paid to the Contractor. If the City takes over the work and the unpaid Contract balance does not exceed the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Contractor, the Contractor and his Surety shall pay the difference to the City. The City Manager or designee shall certify such cost, expenses, and damages.

The City may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such event, the City shall be entitled to collect from the Contractor and his Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred by it through the default of the Contractor, provided the City Manager or designee approves the amount thus charged to the Contractor.

The City may require the Surety on the Contractor's bond to take control of the work at once and see to it that all deficiencies of the Contractor are made good with due diligence. As between the City and the Surety, the entire cost of making good such deficiencies shall be borne by the Surety. If the Surety takes over the work, either upon termination of the services of the Contractor or upon instructions from the City to do so, the provisions of the Contract Documents shall govern in respect to the work done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to the payment for the work and provisions of this section as to the right of the City to do the work itself or to take control of the work.

RIGHT OF OCCUPANCY

The City shall have the right, if necessary, to take possession of and to use any completed or partially completed portions of the work, if such use be approved by the City Manager or designee even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such possession and use if it materially interferes with the Contractor's operations. The City shall also have the right to enter the premises with the Contractor for the purpose of doing work not covered by its Contract.

ACCEPTANCE

Final inspection and acceptance of the work shall be made for the City by the City Manager or designee. Such inspection shall be made as soon as practical after the Contractor has notified the City in writing that the work is ready for such inspection.

WAIVER

It is expressly understood and agreed that any waiver granted by the City Manager or designee of any term, provision, or covenants of the Contract shall not constitute a precedent or breach of the same or any other terms, provisions, or covenants of the Contract. Neither the acceptance of the work by the City nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the City of any claim which the City may have against the Contractor or Surety under this Contract or otherwise.

INSPECTION

The City Manager or designee and his representative shall, at all times, have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship, are in accordance with the requirements and intentions of the Plans. All work done and all materials furnished shall be subject to their inspection and approval by the City Manager or his designee. If any work should be covered up without approval or consent of City Manager or designee, it must, if required by the City Manager or designee, be uncovered for examination at the Contractor's expense.

The City Manager or designee may order re-examination of questioned work and if so ordered, the Contractor must uncover the work. If such work were found in accordance with the Contract Documents, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless they show that the defect in the work was caused by another Contractor, and in that event, the City shall pay such cost.

The inspection of the work shall not relieve the Contractor of any of their obligations to fulfill their Contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on estimates for payment. All work shall be tested to the satisfaction of the City Manager or designee before acceptance.

BID REVIEW AND CONTRACT AWARD

Failure to submit all documents requested at the time of bid may deem the Contractor's bid ineligible for award. The City of St. Pete Beach reserves the right to reject any or all bids or parts of bids or accept any bid or part thereof deemed to be in the best interests to the City of St. Pete Beach. The City shall be the sole final judge of qualifications of the bidder to perform service and reserves the exclusive right to accept or reject any bids as it deems to be in the best interests of the City. The City may waive any informality.

LOCAL, STATE AND FEDERAL COMPLAINE REQUIREMENTS

The laws of the State of Florida do apply to any purchase made under this Request for Bid. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to their bid and subsequent contracts include but not limited to Equal Employment Opportunity, Minority Business Enterprise, and OSHA as applicable to this contract.

Compliance with Fla. Stat. 448.095:

- Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095. Contractor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this Agreement.
- Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095 (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- Contractor must provide evidence of compliance with Fla. Stat. 448.05 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of 1 year after date of termination.

RESERVES THE RIGHT

The City reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request re-submission. If only one bid is received by the bid date and time listed, the bid may or may not be rejected by the City depending upon bid review and the needs of the City.

The City reserves the right to select a firm with or without additional interviews and may decide to select any of the firms submitting bids. The City reserves the right to award the contract to a responsible proposer submitting a responsible bid, with a resulting negotiated agreement which is most advantageous and in the best interest of the City.

Proposers, bidders, their agents, and associates shall not contact or solicit any City Commission member, City employee, or official regarding this RFB during any phase of the bidding process. Failure to comply with the provision may result in disqualification of the bidder, at the option of the City. Only that individual listed, or an approved designee, as the contact person for this RFB shall be contacted.

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a responding firm may be permitted to withdraw an erroneous submittal prior to the award by the City Commission, if the following is established:

- That the responding firm acted in good faith in submitting the submittal;
- That in preparing the submittal there was an error of such magnitude that enforcement of the

- submittal would work severe hardship upon the respondent;
- That the error was not the result of gross negligence or willful inattention on the part of the respondent;
- That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal; or
- The responding firm submits documentation and an explanation of how the error was made.

CONE OF SILENCE

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

TERMINATION

The resulting contract may be canceled by the City when:

- Sufficient funds are not available to continue its full and faithful performance of this contract.
- There is sub-standard or non-performance of contract.
- The City wishes to terminate at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

The resulting contract may be canceled by either party in the event of substantial failure to perform in accordance with the terms by the other party through no fault of the terminating party.

FISCAL NON-FUNDING

If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel this Agreement immediately upon written notice to the vendor.

PROJECT RECORDS

The awarded firm shall maintain auditable records concerning the procurement to account for all receipts and expenditures, and to document compliance with the Contract. These records shall be kept in accordance with generally accepted accounting methods, and the City of St. Pete Beach reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes. Additionally, the awarded firm shall abide by and comply with Florida Statutes regarding public records. Specifically, the firm shall be aware of the provisions found in Section 119.0701, Florida Statutes.

Upon completion of the project, all reports, studies, recommendations, forms, and other project specific information will need to be submitted in paper and in an electronic file format (.PDF, .JPEG) on CD or USB storage device.

V. REFERENCES & MINIMUM QUALIFICATIONS

Provide at least three (3) or more professional, business references with which you have contracted to provide similar services in the past five (5) years. Include the name of the person, its organization, telephone number, fax number, and e-mail address. Include any governmental agencies, with the same contact and descriptive information for which you have provided similar service within the past five (5) years.

Provide a brief description of the history and capabilities of the firm. Describe the types of projects or services the firm performs/has performed and the dollar value of each. Provide information regarding your firm's ability to complete this project. Demonstrate that the firm's personnel have experience with similar projects.

Identify all unresolved and ongoing claims and disputes against your firm in excess of \$500,000. Include any claims against the principals of your firm or any claims your company may have against a third party. Provide a history of litigation, including the outcomes, for the past five (5) years.

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of St. Pete Beach will apply.

Provide the overall bonding capacity for the company and provide a history of any claims against the bidder's previous bonds for the past five (5) years.

The City shall be the sole final judge of qualifications of bidder to perform service and reserves the exclusive right to accept or reject any bid as it deems to be in the best interests of the City. The City reserves the right to make such investigation as it deems necessary, to determine the ability of any proposer to perform the work or service requested. Failure to comply with the requirements of this section may be grounds for rejecting a response.

VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO § 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach

by: Wayne Armand - President

(Print individual's name and title)

for: **Project Innovations Inc.**

(Print name of entity submitting sworn statement)

at: 712 Wesley Avenue Building A Tarpon Springs FL 34689

(Business address)

and (if applicable), its Federal Employer Identification Number (FEIN):

36-4682323

(FEIN)

or, if the entity has no FEIN, include the Social Security Number:

(SSN)

by the individual signing this sworn statement:

(Signature)

2. I understand that a "public entity crime" as defined in § 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in § 287.133 (1)(b), Fla. Stat., means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in § 287.133 (1)(a), Fla. Stat., means:
 - a. A predecessor or successor of a person convicted of a public entity crime or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who

knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the **statement which I have marked below is true** in relation to the entity submitting this sworn statement (indicate which statement applies).

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14 day of MARCH, 2027, by Wayne Armand, who is personally known to me or has produced FL DL as identification.

(SEAL)



Melissa Fusillo
Notary Public – State of Florida

Melissa Fusillo
(Print, Type, Stamp, or Commissioned
Name of Notary Public) |

VII. NON-COLLUSION AFFADAVIT

STATE OF Florida
COUNTY OF Pinellas

I state that I Wayne Armand of Project Innovations Inc.,
(Name and Title) (Name of Firm) |

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. , its affiliates, subsidiaries, officers, director, and employees (Name of Firm) are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Name of Organization: Project Innovations Inc.

Signed By: 

Print Name: Wayne Armand

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14 day of March, 2024, by Wayne Armand, who is personally known to me or has produced FL DL as identification.

(SEAL)




Notary Public - State of Florida

Melissa Fusillo
(Print, Type, Stamp, or Commissioned Name of Notary Public)

VIII. SPECIFICATIONS

All work shall conform to the most current Pinellas County Standard specifications, regulations, and details.

IX. SAMPLE AGREEMENT

(Sample Agreement behind this page.)

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

[Enter Contract Name]

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and Vendor Name. (hereinafter "Contractor"). The City and Contractor together shall be referred to as the "parties."

WHEREAS, The City properly issued a Request for Bids, attached and incorporated hereto as Exhibit "B" and the City Commission authorized the selection of Contractor at its [Insert Date] public hearing.

WHEREAS, City desires to purchase from Contractor the services described in this Agreement.

WHEREAS, Contractor is in the business of providing the services described herein, and has submitted an appropriate proposal to the City to provide the same.

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Contractor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Public Records. The Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Employment Eligibility. The Contractor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.

- a. Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095. Contractor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.
 - b. Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
 - c. Contractor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Contractor's E-Verify number.
 - d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of one (1) year after date of termination.
4. Scope of Services. The Contractor must perform all work for the City required by the contract documents as set forth below:
- a. Contractor will furnish all labor, materials, and equipment necessary as indicated in the Request for Bids (Exhibit B) in the amount of \$(enter \$ amount).
 - b. Contractor must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor must comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor must at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
 - c. Contractor will provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
 - d. Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.

- e. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted. Last, Contractor warrants all material and workmanship for a minimum of (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor will, after receipt of a written notice from the City to do so, promptly correct the work.
5. Damages. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 10, that Contractor has failed to properly and completely deliver all goods or provide all service specified herein. The Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
6. Remedies.
- a. Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the city resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.
 - b. Correction of Work. If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the city reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.
7. Waiver of Liens. Prior to final payment of the Contract Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.
8. Warranties.
- a. Warranty of Title. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be

considered defective.

- b. Warranty of Specifications. The Contractor warrants that all goods, materials, workmanship furnished, whether by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
 - c. Warranty of Merchantability. The Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the city, or within such larger period of time as may be described by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor must after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Contractor a written acceptance of such condition.
9. Completion Date. Contractor shall provide the services, described herein to be completed within the first 12 months of the agreement.
10. Term. This Agreement will remain in effect for a period of [enter date] from the Effective Date.
11. Effective date. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.
12. Termination. This Agreement may be canceled by the City when:
- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
 - b. Sub-standard or non-performance of Agreement.
 - c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.
13. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.
14. Non-Exclusivity. Contractor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.
15. Compensation. Upon Contractor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B.
16. Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount

of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

The Contractor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

17. Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, Contractor shall indemnify, defend and hold the City harmless for itself, its past/present/future elected and appointed officials, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, liability or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not, and in connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph is not limited in any way by any limitation in this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved,

and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

18. Discriminatory Vendor List. Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134 (1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287-134 (2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to a public entity; may not submit a bid or proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

19. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with City, State, or United States policies, rules, or regulations relating to the use of Contractor's funds provided for herein. The contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in it business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

20. Audit Rights. The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must allow the City to inspect, examine and review the records of the Contractor in relation to this Agreement at any an all times during normal business hours during the term of the Agreement.

21. Exhibits. The following Exhibits shall be attached, incorporated, and made a part of this Agreement:

- a. Florida public records law (Exhibit "A")
- b. Request for Bid (Exhibit "B")

c. Vendor Proposal (Exhibit C)

22. Notices. All notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Contractor:

With Copy To:

Insert Vendor email address

As to City:

City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

With Copy To:

cityattorney@stpetebeach.org

23. Conflicts and Severability. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

24. Amendments. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

25. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

26. Assignment. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Contractor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

27. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

28. Authority. Contractor hereby acknowledges that the person executing this Agreement on behalf of Contractor has the full authority to do so and to bind Contractor to the terms hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

City of St. Pete Beach:

Signature: Wayne Armand

Signature: _____

By: Wayne Armand

By: Frances Robustelli

Its: .Project Manager

Its: City Manager

Date: 3/13/2025

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk

EXHIBIT "A"

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action.

(1) DEFINITIONS. —For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency's custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT "B"

(Place Request for Bid behind this page)

Exhibit "C"

(Place Vendor's Bid Behind this Page)

EXHIBIT "C"

(Place Vendor's Proposal Behind this Page)



**City of St Pete Beach
Request for Bid**

**Hurley Park Redesign
Install of Playground, Shade
Structure and Engineered
Wood Fiber Surfacing**

**Bids due on or before
9/18/2024 at 9:00 AM AM EST(Deadline)
City Hall, St. Pete Beach, FL**

I. CONTENTS

I.	CONTENTS	2
II.	CONTRACTOR'S BID SUBMITTAL.....	3
III.	FEE SCHEDULE	4
IV.	GENERAL CONTRACT TERMS.....	5
V.	REFERENCES & MINIMUM QUALIFICATIONS.....	24
VI.	PUBLIC ENTITY CRIMINAL AFFIDAVIT.....	25
VII.	NON-COLLUSION AFFADAVIT	27
VIII.	SPECIFICATIONS	28
IX.	SAMPLE AGREEMENT	29

Event	Date	Time
Publication of Bid	8/14/2024	8:00 AM
Mandatory Pre-Bid Meeting	8/21/2024	10:00 AM
Deadline for Question Submission	9/11/2024	10:00 AM
Bid Receiving Deadline	9/18/2024	9:00 AM
Bid Opening	9/18/2024	10:00 AM

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in Playground Design and Installation.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no person other than herein mentioned has any interest in the Bid or in the Agreement to be entered into; that this Bid or Agreement is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Plans and Specifications for the work and Contract Documents relative thereto, and have read all special provisions furnished prior to the opening of bids; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for "Playground Design and Installation" in St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the City of St. Pete Beach, Florida.

The successful bidder shall be required to utilize the template Agreement in this Request for Bids (RFB) and any questions regarding the Agreement must be addressed during the RFB process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach "Playground Design and Installation".

COMPANY: Project Innovations Inc DATE: 9/16/2024
ADDRESS: 712 Wesley Ave Building A
Tarpon Springs FL 34689 PHONE: 727-460-8449
BIDDER: (SIGNATURE) NAME: Wayne Armand
(PRINT NAME & TITLE)

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of September, 2024, by Wayne Armand, who is personally known to me or has produced _____ as identification.

(SEAL)

M. Furstenberg
Notary Public - State of Florida



Magrietha G. Furstenberg
(Print, Type, Stamp, or Commissioned Name of Notary Public)

SUBMIT BID TO:

OFFICE OF THE CITY CLERK, CITY OF ST. PETE BEACH
155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706

III. FEE SCHEDULE

IV. GENERAL CONTRACT TERMS

REQUEST FOR BID

The City of St. Pete Beach intends to contract the services of an experienced, qualified Playground Design and Installation Vendor. All vendors must have previous experience and references for unique design and vision.

LOCATIONS

The City of St. Pete Beach is soliciting bids from qualified Contractors for Hurley Park Playground Design and Installation.

BID SUBMITTALS

Bid documents must include a signed/notarized Contractor's Bid Submittal (Page 3), Fee Schedule, References, Contractor's license and insurance certificates, and Public Entity Criminal Affidavit. The Contractor shall submit one original, two (2) copies, and an electronic copy (on a USB flash drive) of their total bid documents with their sealed bid package as shown below under bid packages. Bids can also be submitted electronically through Bonfire and DemandStar.

BIDDER INFORMATION

All Contractors must contact the City's Procurement Manager, in writing via e-mail (jtaylor@stpetebeach.org), with their intention to bid, along with their company name and contact information at least five (5) business days before the bid package is due. The City is not responsible for any Addendums or other supplementary information that is not received due to non-submittal of the aforementioned information. Please refer back to the city website (<http://www.stpetebeach.org/news-and-links/city-projects.html>) for additional project information as it becomes available. The City reserves the right to decide whether to answer addendums or not. The City is not required to provide any additional information.

NON-MANDATORY PRE-BID MEETING

A **MANDATORY** pre-bid meeting will be held on **8/21/2024 at 10:00 AM EST** in person. The Bid Meeting will be held at Hurley Park Playground location, located at: **1501 Gulf Way, St. Pete Beach, FL**. Please contact the City's Procurement Manager (jtaylor@stpetebeach.org) with your intent to attend.

WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of the scope of work or any other contract documents included in this **RFB**. All questions pertaining to the terms and conditions or scope of work of this Request for Bid (**RFB**) must be sent in writing (e-mail is acceptable) to the City Procurement Manager and shall be received no later than **10:00 AM EST on 9/11/2024**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFB**. All such Addenda shall become a part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed **RFB** made or given prior to the award of the contract. The City will not respond to questions received after the specified deadline. The City reserves the right to respond to any and all questions but is not required to do so.

BID PACKAGES

Sealed bids will be accepted by the City until **9/18/2024 at 9:00 AM EST** (Deadline). No bids shall be accepted by the City after this deadline – **NO EXCEPTIONS**. Bid Packages must be delivered to the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida, 33706. Sealed bids received on or before the deadline will be publicly opened and read. All Bidders are invited to attend this bid opening.

Bids should be addressed to:

City of St. Pete Beach
City Clerk's Office
155 Corey Ave.
St. Pete Beach, FL 33706

Clearly marked as: **"Hurley Park Playground Design and Installation"**

CONTACT INFORMATION

John Taylor – Procurement Manager

Mailing Address - 155 Corey Avenue, St. Pete Beach, Florida 33706

Office Phone - (727) 363-9279

E-mail - jtaylor@stpetebeach.org

SCOPE OF WORK

Location:

Hurley Park (1501 Gulf Way, St Pete Beach, 33706)

Playground physical location: southeast corner of the existing pavilion from the existing sidewalk to the basketball court to the ball field

Approximate area: 40'x50'

Work Requesting:

Design, permit and install playground, shade structure and engineered wood fiber surfacing

Playground Age Demographic:

2-12 year old

Features to Include:

Should include a slide and play features in the allowable space

DETAILED SPECIFICATIONS

- Site Visit is Required.
- Contractor is to use Pinellas County Standard Details and Specifications.
- Contractor is responsible for field measurement.

Standard work hours shall be from 7:30 AM until 6:00 PM, Monday through Saturday. No work shall take place on Sundays or on official City holidays without prior approval by the City Manager or designee at least 1 week prior to the scheduled work. A list of current official City holidays can be found on the City's Human Resources website at <http://www.stpetebeach.org/hr/holidays.html>. Contractor will coordinate scheduling of work with the City's Project Manager and City's Inspector.

ADDITIONAL WORK DETAILS

Contractors or persons wishing to bid on this project are licensed, bondable and insured in accordance to the City's requirements. The Contractor will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Bid must also include all costs for licenses, permits and any material disposal fees.

Bidders shall bring questions, discrepancies, omissions, conflicts, or doubt as to meaning of any part of Contract Documents to the attention of the City of St Pete Beach Public Works Department at least ten (10) business days before bid submittal deadline. Clarification of intent of Contract Documents, if necessary, shall be made available to bidders in the form of an Addendum. Failure to request clarification of interpretation of Contract Documents shall not relieve bidders of their responsibilities to perform the work.

The City of St. Pete Beach reserves the right to reject any or all bids or parts of bids, or accept any bid or part thereof deemed to be in the best interests to the City of St. Pete Beach.

STATEMENT OF WORK

The Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes, licenses, permits and fees, of all the necessary materials not furnished by the City and shall furnish and pay for all the superintendence, labor, tools, equipment, transportation, and perform all the work required for the execution of all services listed in the Bidder's Proposal and Bid Form attached hereto and in strict accordance with the Plans, Specifications, and requirements of the City of St. Pete Beach which are attached hereto and made a part hereof, and any amendments thereto and such supplemental Plans and Specifications which may hereafter be approved.

BEGINNING DATE

The Contractor is expected to be available to start immediately following contract execution.

COMPLETION OF WORK

The work will be completed and ready for final inspection within three (3) years from contract execution. With the option to renew for two (2) additional 1-year periods.

EXAMINATION OF SITE

Bidder shall carefully examine project site and be familiar with the work required for the project, investigate all site conditions that may affect execution of work as detailed in the construction documents. Contact the City's Public Works Department or their designee for changes or alterations before proceeding.

ASSURANCES

The responding Contractor shall provide a statement of assurance that the Contractor is not presently in violation of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida, and ordinances and regulations of the City of St. Pete Beach will apply.

TRAFFIC CONTROL AND STAGING AREA

Contractor shall include all costs associated with vehicular and pedestrian traffic control and maintenance

during the project. Contractor shall be responsible for providing a staging area. The location of this area must be approved by the City Manager or designee. The Contractor will be required to control the area including any additional fencing or barricades and Contractor will be responsible for the restoration of this and all other staging areas provided by the City.

ASSIGNMENT AND TRANSFER OF CONTRACT

The Contractor shall not assign or transfer this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety, and any such assignment or transfer without such written consent shall be null and void.

SUBCONTRACTS

The Contractor shall not subcontract this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety. Any Subcontractor approved by the City will be subject to the same standards and qualifications as stated in this Contract.

PERFORMANCE PAYMENT BOND

50% Required

LIQUIDATED DAMAGES

If the work embraced by this Contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the City fixed, agreed, and liquidated damages in the amount of either Five-Hundred Dollars (\$500) per day for each calendar day of delay until the work is satisfactorily completed.

PAYMENT

Payment shall be made to the Contractor for work performed under this Contract for the quantities of work as determined in accordance with Payments for Work Completed and Payments Withheld of this Contract. Payment for extra work will be made in accordance with the Changes in Work, Contract Amount, and Contract Time sections below.

CHANGES IN THE WORK

Without invalidating the Contract, the City may, at any time or from time to time, order additions, deletions or revisions in the work authorized by written Change Orders or directives. Upon receipt of a Change Order, the Contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract documents. If any Change Order causes an increase or decrease in the Contract Amount or any extension or shortening of the Contract Time, an equitable adjustment will be made.

Additional Work performed by the Contractor without authorization of a Change Order will not entitle them to an increase in the Contract Amount or any extension of the Contract Time, except in the case of an emergency (subject to approval by City Manager or designee).

It is the Contractor's responsibility to notify their Surety of any changes affecting the general scope of the Work or change of the Contract Amount and the amount of the applicable bonds shall be adjusted accordingly, and an amended bond document furnished to the City. In the event the City directs the Contractor to make a change in the Work, and if the City and the Contractor do not arrive at a mutually

acceptable increase or decrease in the Contract Amount, the contractor shall not use any such lack of mutual acceptance as a basis or cause to stop or otherwise delay the progress or the execution and completion of any of the work ordered, directed or required pursuant to the Contract Documents.

If the Contractor believes an event or situation has occurred which justifies a change in the Contract Amount or Contract Time, he shall deliver a written notice to the City Manager or designee. Each such written notice shall be delivered promptly and no later than fifteen (15) business days after the Contractor first discovered the occurrence. The Contractor shall be deemed to have waived the right to collect any and all costs incurred more than fifteen (15) business days prior to the date of delivery of the written notice and shall be deemed to have waived the right to seek an extension of the Contract Time with respect to any delay in the Progress Schedule which accrued more than fifteen (15) business days prior to the date of delivery of the written notice.

Any such notice shall include sufficient detail to explain the basis of entitlement to a claim for an adjustment to the Contract Amount or Contract Time. When requested by the City Manager or designee, the Contractor shall furnish any additional information and details as may be required to determine the facts or allegations involved, which shall be provided within fifteen (15) business days of the request unless a longer time period is allowed by the City Manager or designee.

The Contractor shall prepare bids detailing proposed adjustments to Contract Amount and/or Contract Time and submit them to the City Manager or designee within fifteen (15) business days of the City's issuance of a proposed Change Order or the Contractor's submitting a written notice of a change or claim for an adjustment to the Contract Amount or Contract Time. Contractor's bids shall be irrevocable for a period of at least sixty (60) business days after receipt by the City. Any delay in the submittal of a complete, adequate and acceptable bid will not justify an increase in Contract Amount or Contract Time. Contractor agrees that it shall give the City access to any and all of Contractor's and Subcontractors' books, records and other materials relating to proposed Change Orders and other claims for adjustment to Contract Amount or Contract Time.

CHANGE OF CONTRACT AMOUNT

The Contract Amount constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Amount. The Contract Amount may only be changed by written Change Order issued by the City. Any claim for an increase in the Contract Amount shall be in writing and delivered to the City Manager or designee within fifteen (15) business days of the occurrence of the event giving rise to the claim.

All claims for adjustment in the Contract Amount shall be determined by the City Manager or designee. However, no claim for an adjustment to the Contract Amount will be considered for unforeseeable causes that were beyond the fault or negligence of the Contractor or his Subcontractors or supplier such as acts of God, floods, riots, etc. This restriction does not restrict submission of claims for additional Contract Time due to events of this nature. Any change in the Contract Amount shall be incorporated in a Change Order.

Contractor bids or claims shall cover all aspects of the Work involved and shall be fully documented and itemized as to all costs, quantities and charges for overhead and profit. Amounts for Subcontractors or Suppliers at any tier shall be similarly supported. When determining Subcontractors' costs, the methods to be used shall be those used for the Contractor's costs, except that the term "Subcontractor" shall replace the term "Contractor," context permitting.

Changes in Contract Amount for extensions in Contract Time shall exclude costs that are unaffected or do

not relate to the extension in Contract Time, such as: (a) operating costs of construction equipment assigned to the Work on a continuing basis, (b) operating costs and owned/rental costs of construction equipment (crane used for specific lifts, concrete pump used for specific pours, etc.), and (c) fully paid site facilities, tools, etc.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Amount where the Work involved is covered by unit prices contained in the Contract Documents shall be determined by application of unit prices to the quantities of the items involved. If the quantities originally contemplated are so changed in a proposed Change Order, that application of the Unit Prices to the quantities proposed will cause substantial inequity to the City or the Contractor, the applicable unit price(s) shall be equitably adjusted by mutual agreement.

If the value of work covered by a Change Order cannot be established or mutually agreed to utilizing previously established unit rates, the value shall be determined by the City on the basis of an estimate of the out-of-pocket cost and percentages that are acceptable to the City for overhead and profit. The out-of-pocket cost shall only include those direct costs which are needed to perform the work such as labor (including payroll taxes, fringe benefits, labor burden and workers' insurance), materials, equipment, and other incidental out-of-pocket construction costs directly involved in the work, including but not limited to small tools, expendables and material costs but shall not include project management or project supervisory costs unless the Change Order includes an increase in the Contract time.

In such case, the Contractor will submit in the form prescribed by the City an itemized cost breakdown together with supporting data.

The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the City. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

To be eligible for consideration, the Contractor's written claim for a change in the Contract price, including claim(s) from sub-contractors, shall include an itemized cost breakdown with supporting data as described below:

- A. For labor: Provide written documentation from the Contractor and Subcontractors or others as appropriate in the form of a detailed breakdown by each labor classification involved indicating the number of hours of Work involved and the hourly payroll rate applicable to each to substantiate the basis and amount of the direct labor cost. The direct labor cost may be increased to provide an allowance for indirect payroll costs (labor burden), such as payroll taxes, fringe benefits, and workers insurance after all premium discounts, rebates and other appropriate reductions have been taken.
- B. For material, supplies, equipment, furnishings, etc., to be installed or included in the Work: Provide written documentation from the Contractor and Subcontractors, suppliers, etc., to substantiate the basis and amount of the various cost items involved. Material costs shall reflect the Contractor's reasonably anticipated net actual cost after consideration of trade discounts and volume rebates.
- C. For construction equipment: Provide written documentation in the form of a detailed breakdown by each construction equipment category, indicating the applicable unit rates (i.e., dollar amount per hour, dollar amount per day etc.) and the number of hours, days, etc. to substantiate the basis and amount of the construction equipment out-of-pocket costs.

CHANGE OF CONTRACT TIME

The Contract Time may only be changed by written Change Order. Any claim for an extension in the Contract Time shall be in writing and include an analysis of the Progress Schedule as further described in the Specifications and shall be delivered to the City Manager or designee within fifteen (15) business days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by the City Manager or designee. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. The Contract Time may be extended for an amount equal to time lost due to unforeseeable causes beyond the control of the Contractor (and his Subcontractors and Suppliers) if he makes a claim therefrom. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by the City; fires; floods; labor disputes; epidemics; or acts of God.

All time limits stated in the Contract Documents are of the essence to the Contract. The stated time limits are agreed to be adequate to complete the work, including the procurement, manufacture and delivery of all material and equipment required, and account for any and all potential impact, delays, disruptions and costs that may be expected.

CITY'S RIGHT TO DIRECT PURCHASE

The City has reserved the right to purchase certain items and materials for this project directly in an effort to save applicable sales tax in compliance with Florida Law.

The City will issue purchase orders directly to the vendors supplying the equipment being directly purchased by the City for this project. Each Purchase Order will be accompanied by the City's Certificate of Exemption and a Certificate of Entitlement. All direct purchase vendor invoices will be issued to the City of St. Pete Beach and the City will issue payment to each direct purchase vendor from City funds. The City will take title to the equipment at time of delivery from the vendor and will issue a separate Certificate of Entitlement for each purchase order.

The Contractor shall assist the City with receipt of materials furnished by the City in accordance with these Special Provisions including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, providing and obtaining all warranties and guarantees required by the Contract Documents, assist with inspection of the goods at the time of delivery and notify the City immediately of any deficiencies noted. It is understood that the owner assumes the risk of damage or loss during the time that the building materials are physically stored at the job site prior to their installation or incorporation into the project. The Contractor shall coordinate with the City regarding the delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular material furnished.

As City Furnished Materials are delivered to the job site and accepted by the City, the City shall notify the Contractor who will assist the City to visually inspect all shipments from the suppliers. The City will approve the vendor's invoice for material delivered upon adequate inspection and recommendation of the Contractor. The City shall assure that each delivery of City Furnished Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made and Contract Documents including but not limited to Contract, Plans, Specifications, and approved Shop Drawings. This documentation may consist of a delivery ticket, bill of lading and an invoice from the supplier conforming to the Purchase Order together with such additional information as the City may deem necessary.

PAYMENTS FOR WORK COMPLETED

Partial payments will be made as the work progresses at the end of each calendar month, or as soon

thereafter as practicable on estimates made by the City Manager or designee and as approved by the City, provided that the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained five percent (5%) on the amount of each estimate until final completion and acceptance of all work covered by the Contract. Upon completion and acceptance of the work, the City Manager or designee shall issue a certificate that the work has been completed and accepted by them under the conditions of the Contract and shall make and approve the final estimate of the work. The entire balance found to be due the Contractor, including that retained by the City, should be paid to the Contractor. Such payment shall be conditioned, however, upon the submission by the Contractor of evidence satisfactory to the City that all claims for labor, material, and any other outstanding indebtedness in connection with the Contract have been paid. Such payment shall also be conditioned upon approval and acceptance of the construction and improvements by the City.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the City Manager or designee so certifies, the City shall upon the Certificate of the City Manager or designee, and without terminating the Contract make payment for the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim. If such delay occurs and payment is made under this clause, the Contractor shall nevertheless be prepared to complete the work in a timely manner upon the remedy or removal of such delay, and shall be bound under this Contract for the completion of such work unless this Contract is otherwise terminated. All payments will be made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

PAYMENTS WITHHELD

The City Manager or designee may withhold, or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the City from loss on account of:

- a) Defective work not remedied
- b) Claims and/or liens filed or reasonable evidence indicating probable filing of claims
- c) Failure of the Contractor to make payments properly to Subcontractors or for material or labor
- d) A reasonable doubt that the Contract can be completed for the balance then unpaid
- e) Damage to another Contractor
- f) Failure of the Contractor to keep their work progressing in accordance with their time schedule

FINAL PAYMENTS

Upon the completion and acceptance of the work, the City Manager or designee shall issue a certificate that designates that the whole work provided for in this Contract has been completed and accepted by him under the conditions and the terms thereof and shall make the final estimate of the work. After issuance of the certificate, the entire balance found to be due the Contractor, including said retained percentage by the City in accordance with existing state laws as may be retained lawfully by said City, shall pay excepting such sums to the Contractor.

Before the approval of the final payment, the Contractor shall submit evidence satisfactory to the City that states that all payrolls, materials, bills and outstanding indebtedness in connection with this Contract have been paid.

LIENS

If at any time there shall be evidence of any lien or claim for which the City might become liable and which is chargeable to the Contractor, the City shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient for complete indemnification against such lien or claim. In the event the City has already paid to the Contractor all sums due under this contract or the balance remaining unpaid is insufficient to protect the City, the Contractor and his Surety shall be liable to the City for any loss so sustained.

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

The term "City Manager or designee" wherever used in the Contract shall be the City of St. Pete Beach or its duly authorized representative. Notices of any change in the City Manager or designee shall be given in writing by the City to the Contractor. The City Manager or designee shall have full authority to interpret the Plans and Specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under the Contract and every question relative to the fulfillment of the terms and provisions therein. It shall be the duty of the City Manager or designee to enforce the Plans and Specifications in a fair and unbiased manner. If a variation from any requirements is allowed the City Manager or designee shall grant the same in writing with the reasons for his action outlined, and such action will not invalidate or change the Contract in any other manner.

INTENT OF PLANS AND SPECIFICATIONS

The Contractor shall keep on the job a copy of the Plans and Specifications and shall at any time give the City Manager or designee access thereto. Anything mentioned in the Specifications and not shown on the Plans or shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. The Contractor shall not take advantage of any errors, discrepancies or omissions that may exist in the Plans and Specifications but shall immediately call them to the attention of the City Manager or designee whose interpretation or correction thereof shall be conclusive. Should a conflict occur between the General Specifications and any Supplemental Specifications and/or Plans, the latter shall govern.

LICENSES AND PERMITS

The Contractor shall obtain and pay for all necessary City licenses and work permits and shall faithfully comply with all laws, ordinances and regulations, (Federal, State or local) which may be applicable to the operations to be conducted hereunder, except for those permits obtained by the City. Notwithstanding the provisions above, the contractor is responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.

Chapter II, Section II-4, "Registration of Licenses Obtained From Other Municipalities:" "Persons, partnerships, corporations, or other business entities doing business with the City who are not required to obtain a City occupational license, but who must have either a State or County or Municipal occupational license from another municipality, shall register such occupational license with St. Pete Beach Community Development Department. The City may charge a fee for such registration." The Contractor shall be responsible for obtaining all City, County, State and Federal permits required by those government agencies and must provide documentation of receipt of those permits prior to project commencement. This shall include a notice to commence work letter and the applicable fee, if required. Any sub-contractor hired by the contractor awarded the project, MUST also register their license with the City.

SUPERINTENDENCE

The Contractor shall constantly superintend all the work embraced in this Contract in person or by a responsible agent who shall have in writing, full authority to act for them and to carry out all the instructions given by the City Manager or designee.

LABOR PROVISIONS

The Contractor and his Subcontractors shall discharge, whenever ordered to do so by the City Manager or designee, any employee who is disorderly or whose conduct in the opinion of the City Manager or designee is detrimental to the prosecution of the work. No person whose age or physical condition is such as to make this employment dangerous to his/her health and safety or to the health and safety of others shall be employed on the work, and in no event shall any persons under the age of sixteen (16) years be employed.

INSURANCE

The Contractor shall procure and maintain at his/her own expense, during the life of the Contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of the City for adequacy of protection and shall include a provision preventing cancellation without twenty (20) business days prior notice to the City in writing. The City shall be included as an additional insured on all liability insurance. The liability insurance required is as follows: Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor hired by the Contractor or anyone directly or indirectly employed by the Contractor or hired by the Contractor.

The successful Contractor shall supply and maintain insurance which defends, indemnifies and holds harmless the City of St. Pete Beach, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by the Contractor or third party under the direction or control of the Contractor. Such general and excess liability coverage shall be primary to any other coverage carried by the City of St Pete Beach. Contractor must furnish the City with Certificate of Insurance prior to commencement of work. An approved Certificate of Insurance furnished by the Contractor's carrier to guarantee the Contractor being insured with the City of St Pete Beach must be named as a certificate holder for this contract. The following minimum coverage:

- Commercial General Liability Insurance \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.
- Automobile Liability \$1,000,000.00.
- General Workers Compensation Insurance as required by Florida law.
- Longshore Harbor Workers Compensation Insurance

PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all their work and materials from damage or theft and shall protect the City's property and all adjacent property from injury or loss arising in

connection with activities under their Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be caused by agents or employees of the City.

The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the site of the work. Should the situation arise that physical security is needed the Contractor will provide security on off days and holidays. The Contractor shall be responsible for all charges incurred with such action.

The Contractor shall post danger signs warning against any hazards created by the work being done under their Contract. They shall designate a responsible member of their organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the City Manager or designee and City in writing. In an emergency affecting the safety of life, or of the work or adjoining property, the Contractor, without special instruction or authorization from the City Manager or designee, or City, is hereby permitted to act, at their own discretion, to prevent such threatened loss or injury, and they must take such action if so instructed or authorized by the City Manager or designee. The Contractor shall also protect adjacent property as required by law.

PARKING

The Contractor shall arrange with City Manager or designee for temporary parking areas to accommodate construction personnel and construction equipment. Note that limited parking spaces are available in the City of St. Pete Beach. The Contractor will be asked to coordinate with the City's representative on site on a regular basis to minimize the impact on residents and visitors.

TRANSPORTATION, HANDLING AND STORAGE

The Contractor shall transport, handle, protect and store products in accordance with manufacturer's instructions and all environmental regulatory agencies.

VEHICLES

Business vehicles shall be identified on both sides with the name of the company.

ENVIRONMENTAL PROTECTION

It shall be the Contractor's responsibility to implement construction methods, best management practices, and erosion control methods that avoid water pollution as required by the State of Florida Department of Environmental Protection (FDEP), City of St. Pete Beach, and Pinellas County. Any Contractors in violation of the City of St. Pete Beach Regulations, Pinellas County Regulations, Florida Department of Environmental Protection Regulations, or any other regulatory agency regulations shall be the sole responsibility of the Contractor. The Contractor shall hold harmless the City of St. Pete Beach and the City Manager or designee from any fines and litigation resulting from the Contractor's actions. The Contractor shall pay all attorneys' fees, fines, penalties and any other such expenses resulting from the Contractor's actions. The Contractor shall provide all necessary measures to prevent any materials whatsoever from entering the waterway except for those materials, which are shown, on the plans as completed structures. The Contractor shall provide MSDS sheets to the City Manager or designee on all applicable materials before applying those materials. The Contractor shall secure the necessary education, certifications, licenses and permits required by state and local agencies to operate and manage a construction site, including but not limited to, FDEP requirements related to Coastal Construction Control Line. The Contractor shall abide by all rules and regulations set forth and required by the City of St. Pete Beach's MS4 NPDES Permit.

TIMELY DEMAND FOR STAKES AND INSTRUCTIONS

The Contractor shall provide reasonable and necessary materials, opportunities, and assistance for setting stakes and making measurements, including the furnishing of a rodman, or a chainman at intermittent times during the construction period. They shall not proceed until they have received such stakes and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such stakes and instructions. The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction, they will be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

WORKMANSHIP

The Contractor acknowledges that they have satisfied themselves as to the nature and location of the work; the general and local conditions including but not restricted to those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, surface conditions, subsurface conditions, tides or similar physical conditions at the site, the character of equipment and facilities required to prosecute the work. Any failure by the Contractor to acquaint themselves with any aspect of the work or with any of the applicable conditions shall not relieve the Contractor from the responsibility to successfully perform the work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

UTILITIES

The Contractor shall anticipate all underground obstructions such as water lines, gas lines, sewer lines, utility lines, or any other public or private facilities and debris. In all cases where existing utility lines may be interfered with by the work, the Contractor shall give a minimum of thirty-six (36) hours' notice to the owners of such utilities, to permit them to relocate the lines prior to construction. No extra payment shall be allowed for the removal, replacement, repair or possible increased cost caused by underground obstructions. The location of existing structures and utilities provided in the plans are approximate only. Any damage to existing structures to remain or work of any kind shall be repaired or restored promptly by, and at the expense of the Contractor.

The Contractor shall at all times protect all desirable trees, plants, curbs, sidewalks, irrigation components, and structures not requiring removal to accomplish the work, whether or not they are shown on the plans. The Contractor must contact the City to obtain tree removal permits for the removal of any tree not identified for removal in the Project Plans.

In matters of restoration, all materials, construction, and workmanship shall be acceptable to, and approved by the City of St. Pete Beach and the City Manager or designee. No changes in size, shape, configuration, location, materials, or construction shall be made without prior written authorization from the City Manager or designee. Any demolition debris and other debris shall be hauled offsite and properly disposed of by the Contractor and shall be inclusive to the prices as stated in the BID SCHEDULE, unless otherwise stipulated as part of the project to remain.

No interruption of ingress and egress to private property shall be made unless the Contractor has made prior arrangements acceptable to the owner of the affected property. The City Manager or designee shall notify affected residents/property owners of impending activity or inconvenience via door hanger.

The Contractor shall provide all traffic control devices utilized during construction and meet the requirements set forth in the Florida State Department of Transportation "Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance, and Utility Operations."

CLEANING UP

Upon completion or termination of the work the Contractor shall, as directed by the City Manager or designee, remove from the vicinity of the work all equipment and temporary structures, waste materials and rubbish resulting from his operations, leaving the premises in a neat and presentable condition. All debris generated by the Contractor will be removed before leaving the area. All areas will be raked to remove smaller debris. All surrounding sidewalks, parking lots and roadways will be cleared of any dust or debris generated by the Contractor. In the event of their failure to do so, the City at the expense of the Contractor may do the same, and their Surety shall be responsible.

DEFECTIVE WORK OR MATERIAL

The Contractor shall promptly remove from the premises all work and materials condemned by the City Manager or designee as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work or materials within a reasonable time after notice, the City may remove them and store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) business days' time thereafter, the City may, upon thirty (30) business days written notice sell such materials at auction or at private sale and shall account for the net proceeds thereof after deducting all the costs and expenses that should have been borne by the Contractor.

DISPUTE RESOLUTION

The Contract shall be construed under Florida law. The parties agree that all controversies, claims and other matters in question between the parties arising out of or relating to this Contract or its breach shall be resolved through mediation. Upon notice of any party to the Contract of a dispute, question or controversy, the parties shall agree to the appointment of a qualified mediator. A qualified mediator is a person who has received at least forty (40) hours of mediation training and has actual experience as a mediator in resolving contract disputes. If the dispute, question or controversy is not resolved through mediation within sixty (60) business days of a notice of the dispute between the parties, the City reserves the right to seek resolution through court action.

INDEMNIFICATION

In consideration of the payment of ten dollars (\$10.00) as part of the above purchase price, Contractor shall indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the responding firm and any persons employed or utilized by the responding firm in the performance of the Contract.

GENERAL WARRANTY

Neither the final certificate nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom that shall appear within a period of eighteen (18) months from

the date of final acceptance of the work, unless a longer period is specified. The City shall give notice of observed defects with reasonable promptness.

LAND OF CITY, USE OF, BY CONTRACTOR

The City shall provide the land upon which the work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide, at his/her cost and expense, any additional land required. It will be the responsibility of the Contractor to repair or restore to the satisfaction of the City, at their own expense, any damage to land used for the above stated activities or any other activities approved by the City.

OTHER WORK

Wherever work being done by the City or by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City Manager or designee to secure the completion of the various portions of the work in general harmony.

OTHER CONTRACTS

The City may award other Contracts. The Contractor shall fully cooperate with such other Contractors and carefully fit his/her own work to that provided under other Contracts, as may be with the performance of work by any other Contractor or City.

COOPERATIVE PURCHASING

Pursuant to their own governing laws and subject to the agreement of the Contractor, governmental entities may make purchases under the terms and conditions contained in the executed Contract, if agreed to by Contractor. Such purchases are independent of the Contract between the City and the Contractor, and the City is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

DELAYS AND EXTENSION OF TIME

If the Contractor should be delayed at any time in the progress of the work by an act or neglect of the City or the City Manager or designee, or of any employee of either, or by any separate Contractor employed by the City, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any cases beyond the Contractor's control, or by delay authorized by the City Manager or designee, or by any cause which the City Manager or designee shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City Manager or designee may decide. No such extension shall be made for a delay that occurs more than five (5) business days before a claim is made in writing to the City Manager or designee. In the case of a continued cause of delay, only one (1) claim is necessary. This section does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

CITY'S RIGHT TO TAKE OVER THE WORK

If the Contractor shall be adjudged bankrupt, or if they should make a general assignment for the benefit of its creditors, or if a receiver should be appointed to take over their affairs, or if they should fail to prosecute

their work with due diligence and carry the work forward in accordance with its' work schedule and the time limits set forth in the Contract Documents, or if they should fail to substantially perform one or more of the provisions of the Contract Documents to be performed by them, the City may serve written notice on the Contractor and the Surety on its' performance bond, stating the City's intention to exercise one of the remedies hereinafter set forth and the grounds upon which the City bases its right to exercise such remedy. In any event, unless the matter complained of is satisfactorily cleared within ten (10) business days after the service of such notice, the City may, without prejudice to any other right or remedy exercise one of such remedies at once; having first obtained a certificate from the City Manager or designee that such sufficient cause exists to justify such action.

The City may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and their Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance of the Contract within ten (10) ten days after service of the notice of termination, the City may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of their service, the Contractor shall not be entitled to any further payment under their Contract until the work is completed and accepted. If the City takes over the work and the unpaid Contract balance exceeds the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Contractor, the excess unpaid Contract balance shall be paid to the Contractor. If the City takes over the work and the unpaid Contract balance does not exceed the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Contractor, the Contractor and his Surety shall pay the difference to the City. The City Manager or designee shall certify such cost, expenses, and damages.

The City may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such event, the City shall be entitled to collect from the Contractor and his Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred by it through the default of the Contractor, provided the City Manager or designee approves the amount thus charged to the Contractor.

The City may require the Surety on the Contractor's bond to take control of the work at once and see to it that all deficiencies of the Contractor are made good with due diligence. As between the City and the Surety, the entire cost of making good such deficiencies shall be borne by the Surety. If the Surety takes over the work, either upon termination of the services of the Contractor or upon instructions from the City to do so, the provisions of the Contract Documents shall govern in respect to the work done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to the payment for the work and provisions of this section as to the right of the City to do the work itself or to take control of the work.

RIGHT OF OCCUPANCY

The City shall have the right, if necessary, to take possession of and to use any completed or partially completed portions of the work, if such use be approved by the City Manager or designee even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such possession and use if it materially interferes with the Contractor's operations. The City shall also have the right to enter the premises with the Contractor for the purpose of doing work not covered by its Contract.

ACCEPTANCE

Final inspection and acceptance of the work shall be made for the City by the City Manager or designee. Such inspection shall be made as soon as practical after the Contractor has notified the City in writing that the work is ready for such inspection.

WAIVER

It is expressly understood and agreed that any waiver granted by the City Manager or designee of any term, provision, or covenants of the Contract shall not constitute a precedent or breach of the same or any other terms, provisions, or covenants of the Contract. Neither the acceptance of the work by the City nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the City of any claim which the City may have against the Contractor or Surety under this Contract or otherwise.

INSPECTION

The City Manager or designee and his representative shall, at all times, have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship, are in accordance with the requirements and intentions of the Plans. All work done and all materials furnished shall be subject to their inspection and approval by the City Manager or his designee. If any work should be covered up without approval or consent of City Manager or designee, it must, if required by the City Manager or designee, be uncovered for examination at the Contractor's expense.

The City Manager or designee may order re-examination of questioned work and if so ordered, the Contractor must uncover the work. If such work were found in accordance with the Contract Documents, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless they show that the defect in the work was caused by another Contractor, and in that event, the City shall pay such cost.

The inspection of the work shall not relieve the Contractor of any of their obligations to fulfill their Contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on estimates for payment. All work shall be tested to the satisfaction of the City Manager or designee before acceptance.

BID REVIEW AND CONTRACT AWARD

Failure to submit all documents requested at the time of bid may deem the Contractor's bid ineligible for award. The City of St. Pete Beach reserves the right to reject any or all bids or parts of bids or accept any bid or part thereof deemed to be in the best interests to the City of St. Pete Beach. The City shall be the sole final judge of qualifications of the bidder to perform service and reserves the exclusive right to accept or reject any bids as it deems to be in the best interests of the City. The City may waive any informality.

LOCAL, STATE AND FEDERAL COMPLAINE REQUIREMENTS

The laws of the State of Florida do apply to any purchase made under this Request for Bid. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to their bid and subsequent contracts include but not limited to Equal Employment Opportunity, Minority Business Enterprise, and OSHA as applicable to this contract.

Compliance with Fla. Stat. 448.095:

- Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095. Contractor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this Agreement.
- Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095 (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- Contractor must provide evidence of compliance with Fla. Stat. 448.05 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of 1 year after date of termination.

RESERVES THE RIGHT

The City reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request re-submission. If only one bid is received by the bid date and time listed, the bid may or may not be rejected by the City depending upon bid review and the needs of the City.

The City reserves the right to select a firm with or without additional interviews and may decide to select any of the firms submitting bids. The City reserves the right to award the contract to a responsible proposer submitting a responsible bid, with a resulting negotiated agreement which is most advantageous and in the best interest of the City.

Proposers, bidders, their agents, and associates shall not contact or solicit any City Commission member, City employee, or official regarding this RFB during any phase of the bidding process. Failure to comply with the provision may result in disqualification of the bidder, at the option of the City. Only that individual listed, or an approved designee, as the contact person for this RFB shall be contacted.

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a responding firm may be permitted to withdraw an erroneous submittal prior to the award by the City Commission, if the following is established:

- That the responding firm acted in good faith in submitting the submittal;
- That in preparing the submittal there was an error of such magnitude that enforcement of the

- submittal would work severe hardship upon the respondent;
- That the error was not the result of gross negligence or willful inattention on the part of the respondent;
 - That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal; or
 - The responding firm submits documentation and an explanation of how the error was made.

CONE OF SILENCE

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

TERMINATION

The resulting contract may be canceled by the City when:

- Sufficient funds are not available to continue its full and faithful performance of this contract.
- There is sub-standard or non-performance of contract.
- The City wishes to terminate at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

The resulting contract may be canceled by either party in the event of substantial failure to perform in accordance with the terms by the other party through no fault of the terminating party.

FISCAL NON-FUNDING

If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel this Agreement immediately upon written notice to the vendor.

PROJECT RECORDS

The awarded firm shall maintain auditable records concerning the procurement to account for all receipts and expenditures, and to document compliance with the Contract. These records shall be kept in accordance with generally accepted accounting methods, and the City of St. Pete Beach reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes. Additionally, the awarded firm shall abide by and comply with Florida Statutes regarding public records. Specifically, the firm shall be aware of the provisions found in Section 119.0701, Florida Statutes.

Upon completion of the project, all reports, studies, recommendations, forms, and other project specific information will need to be submitted in paper and in an electronic file format (.PDF, .JPEG) on CD or USB storage device.

V. REFERENCES & MINIMUM QUALIFICATIONS

Provide at least three (3) or more professional, business references with which you have contracted to provide similar services in the past five (5) years. Include the name of the person, its organization, telephone number, fax number, and e-mail address. Include any governmental agencies, with the same contact and descriptive information for which you have provided similar service within the past five (5) years.

Provide a brief description of the history and capabilities of the firm. Describe the types of projects or services the firm performs, has performed and the dollar value of each. Provide information regarding your firm's ability to complete this project. Demonstrate that the firm's personnel have experience with similar projects.

Identify all unresolved and ongoing claims and disputes against your firm in excess of \$500,000. Include any claims against the principals of your firm or any claims your company may have against a third party. Provide a history of litigation, including the outcomes, for the past five (5) years.

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of St. Pete Beach will apply.

Provide the overall bonding capacity for the company and provide a history of any claims against the bidder's previous bonds for the past five (5) years.

The City shall be the sole final judge of qualifications of bidder to perform service and reserves the exclusive right to accept or reject any bid as it deems to be in the best interests of the City. The City reserves the right to make such investigation as it deems necessary, to determine the ability of any proposer to perform the work or service requested. Failure to comply with the requirements of this section may be grounds for rejecting a response.

VIII. SPECIFICATIONS

All work shall conform to the most current Pinellas County Standard specifications, regulations, and details.

IX. SAMPLE AGREEMENT

(Sample Agreement behind this page.)

VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT - PUBLIC ENTITY CRIMES

PURSUANT TO § 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach

by: Wayne Armand
(Print individual's name and title)

for: City of St Pete Beach
(Print name of entity submitting sworn statement)

at: Project Innovations Inc
(Business address)

and (if applicable), its Federal Employer Identification Number (FEIN):

36-4682323
(FEIN)

or, if the entity has no FEIN, include the Social Security Number:

(SSN)

by the individual signing this sworn statement:


(Signature)

2. I understand that a "public entity crime" as defined in § 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in § 287.133 (1)(b), Fla. Stat., means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in § 287.133 (1)(a), Fla. Stat., means:
- A predecessor or successor of a person convicted of a public entity crime or
 - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who

knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

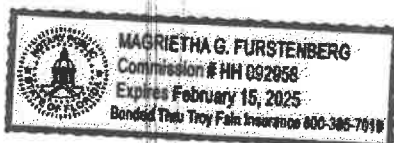
☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF FLORIDA
COUNTY OF Pine Hills

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of September, 2024, by Wayne A. Armond, who is personally known to me or has produced as identification.

(SEAL)



M. Furstenberg
Notary Public - State of Florida

Magrietha G. Furstenberg
(Print, Type, Stamp, or Commissioned Name of Notary Public)

VII. NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

I state that I Wayne Armand of Project Innovations Inc
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. _____ its affiliates, subsidiaries, officers, director, and employees (Name of Firm) are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

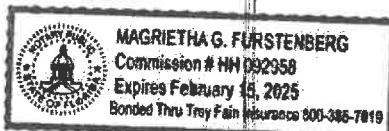
Name of Organization: Project Innovations Inc

Signed By: _____

Print Name: Wayne Armand

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of September, 2024, by Wayne Armand, who is personally known to me or has produced _____ as identification.

(SEAL)



M. Furstenberg
Notary Public - State of Florida

MAGRIETHA G. FURSTENBERG
(Print, Type, Stamp, or Commissioned Name of Notary Public)

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

[Enter Contract Name]

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and Vendor Name. (hereinafter "Contractor"). The City and Contractor together shall be referred to as the "parties."

WHEREAS, The City properly issued a Request for Bids, attached and incorporated hereto as Exhibit "B" and the City Commission authorized the selection of Contractor at its [Insert Date] public hearing.

WHEREAS, City desires to purchase from Contractor the services described in this Agreement.

WHEREAS, Contractor is in the business of providing the services described herein, and has submitted an appropriate proposal to the City to provide the same.

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Contractor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Public Records. The Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Employment Eligibility. The Contractor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.

- a. Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095. Contractor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.
 - b. Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
 - c. Contractor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Contractor's E-Verify number.
 - d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of one (1) year after date of termination.
4. Scope of Services. The Contractor must perform all work for the City required by the contract documents as set forth below:
- a. Contractor will furnish all labor, materials, and equipment necessary as indicated in the Request for Bids (Exhibit B) in the amount of \$(enter \$ amount).
 - b. Contractor must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor must comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor must at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
 - c. Contractor will provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
 - d. Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.

- e. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted. Last, Contractor warrants all material and workmanship for a minimum of (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor will, after receipt of a written notice from the City to do so, promptly correct the work.
5. Damages. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 10, that Contractor has failed to properly and completely deliver all goods or provide all service specified herein. The Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
6. Remedies.
- a. Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the city resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.
 - b. Correction of Work. If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the city reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.
7. Waiver of Liens. Prior to final payment of the Contract Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.
8. Warranties.
- a. Warranty of Title. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be

considered defective.

- b. Warranty of Specifications. The Contractor warrants that all goods, materials, workmanship furnished, whether by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
 - c. Warranty of Merchantability. The Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the city, or within such larger period of time as may be described by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor must after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Contractor a written acceptance of such condition.
9. Completion Date. Contractor shall provide the services, described herein to be completed within the first 12 months of the agreement.
10. Term. This Agreement will remain in effect for a period of [enter date] from the Effective Date.
11. Effective date. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.
12. Termination. This Agreement may be canceled by the City when:
 - a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
 - b. Sub-standard or non-performance of Agreement.
 - c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.
13. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.
14. Non-Exclusivity. Contractor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.
15. Compensation. Upon Contractor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B.
16. Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount

of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

The Contractor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

17. Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, Contractor shall indemnify, defend and hold the City harmless for itself, its past/present/future elected and appointed officials, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, liability or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not, and in connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph is not limited in any way by any limitation in this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved,

and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

18. Discriminatory Vendor List. Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134 (1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287-134 (2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to a public entity; may not submit a bid or proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

19. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with City, State, or United States policies, rules, or regulations relating to the use of Contractor's funds provided for herein. The contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in it business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

20. Audit Rights. The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must allow the City to inspect, examine and review the records of the Contractor in relation to this Agreement at any an all times during normal business hours during the term of the Agreement.

21. Exhibits. The following Exhibits shall be attached, incorporated, and made a part of this Agreement:

- a. Florida public records law (Exhibit "A")
- b. Request for Bid (Exhibit "B")

c. Vendor Proposal (Exhibit C)

22. Notices. All notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Contractor:

With Copy To:

Insert Vendor email address

As to City:

City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

With Copy To:

cityattorney@stpetebeach.org

23. Conflicts and Severability. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

24. Amendments. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

25. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

26. Assignment. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Contractor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

27. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

28. Authority. Contractor hereby acknowledges that the person executing this Agreement on behalf of Contractor has the full authority to do so and to bind Contractor to the terms hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

City of St. Pete Beach:

Signature: _____

By: _____

Its: Project Manager

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Andrew Dickman
City Attorney

Signature: _____

By: Frances Robustelli

Its: City Manager

Date: _____

ATTEST:

Amber LaRowe
City Clerk

EXHIBIT "A"

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action.

(1) **DEFINITIONS.** — For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) **CONTRACT REQUIREMENTS.** — In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency's custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT "B"

(Place Request for Bid behind this page)

Exhibit "C"

(Place Vendor's Bid Behind this Page)

Tim Connor
City of Gulfport
(727) 687-0239
tconnor@mygulfport.us

Cathy Hayduke
City of Treasure Island
1 (727) 599-8890
chayduke@mytreasureisland.org

Emily Ralston
Plato Academy
(727) 252-4377
ralston@superiorschools.com

Dave Lehman
PARC
(727) 410-0393
dlehman@parc-fl.org

Holly Quigley
Fishhawk Ranch
(813) 417-3525
hquigley@fhrhoa.com

Steve Walker

Our Lady of Lourdes Catholic School

(727) 733-9357

steve@ourladydunedin.org

Pinnacle Academy

Ashley Marchetti

(813) 374-4006

marchetti.ashley@gmail.com

Danielle Green

Naples Zoo

(404) 402-9551

dgreen@napleszoo.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Trust Advisors Group 800 Superior Ave., 21st Floor Cleveland OH 44114	CONTACT NAME: Zelma Sharp PHONE (A/C No. Ext): (216) 727-4713 E-MAIL ADDRESS: zelma.sharp@amtrustgroup.com INSURER(S) AFFORDING COVERAGE INSURER A: Associated Industries Insuranc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C No.): NAIC # 23140
--	--	---

COVERAGES TP **CERTIFICATE NUMBER:** Cert ID 419 (1) **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER: AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	AWC1206108	05/16/2024	05/16/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							\$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Waiver of Subrogation Applies if required by Written Contract

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM 1

Hurley Park Redesign Install of Playground, Shade Structure and Engineered Wood Fiber Surfacing

Issued 08/19/2024

Note that this Addendum does not change the bid due date and time as stated in the above referenced RFB. Sealed bids still must be received by 9:00 AM on 09/18/2024, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

1. What is the budget for this project? Not to exceeds \$100K
2. Do they want a freestanding shade or integrated shade? Integrated
3. What's the completion time after award date (so we know when L/D would kick in)? Within 10 days of full award date.

4. Is a permit required for this work? If so, what is the City's permit fee schedule? Permit is required. Design review is required. Approx. cost would be \$2,600.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Single Source Insurance 1345 S Missouri Ave Clearwater FL 33756	CONTACT NAME: Certificates Department PHONE (A/C, No, Ext): (727) 298-0302 FAX (A/C, No): (727) 298-0029 E-MAIL ADDRESS: Certificates@singlesourceins.com																					
INSURED Project Innovations, Inc. 712 Wesley Ave. Bldg. A Tarpon Springs FL 34689-6729	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Nautilus Insurance Company</td><td>17370</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Nautilus Insurance Company	17370	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Nautilus Insurance Company	17370																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** CL2441924155**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL ISUBR INSDI WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	NN1535644	04/18/2024	04/18/2025	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000					
	MED EXP (Any one person) \$ 5,000					
	PERSONAL & ADV INJURY \$ 2,000,000					
	☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:					GENERAL AGGREGATE \$ 3,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					PRODUCTS - COMP/OP AGG \$ 3,000,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					COMBINED SINGLE LIMIT (Ea accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A				BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
						EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						PER STATUTE ☐ OTH-ER ☐
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured - Owners, Lessees or Contractors
- Automatic Status When Required in a Written Contract or Agreement With You

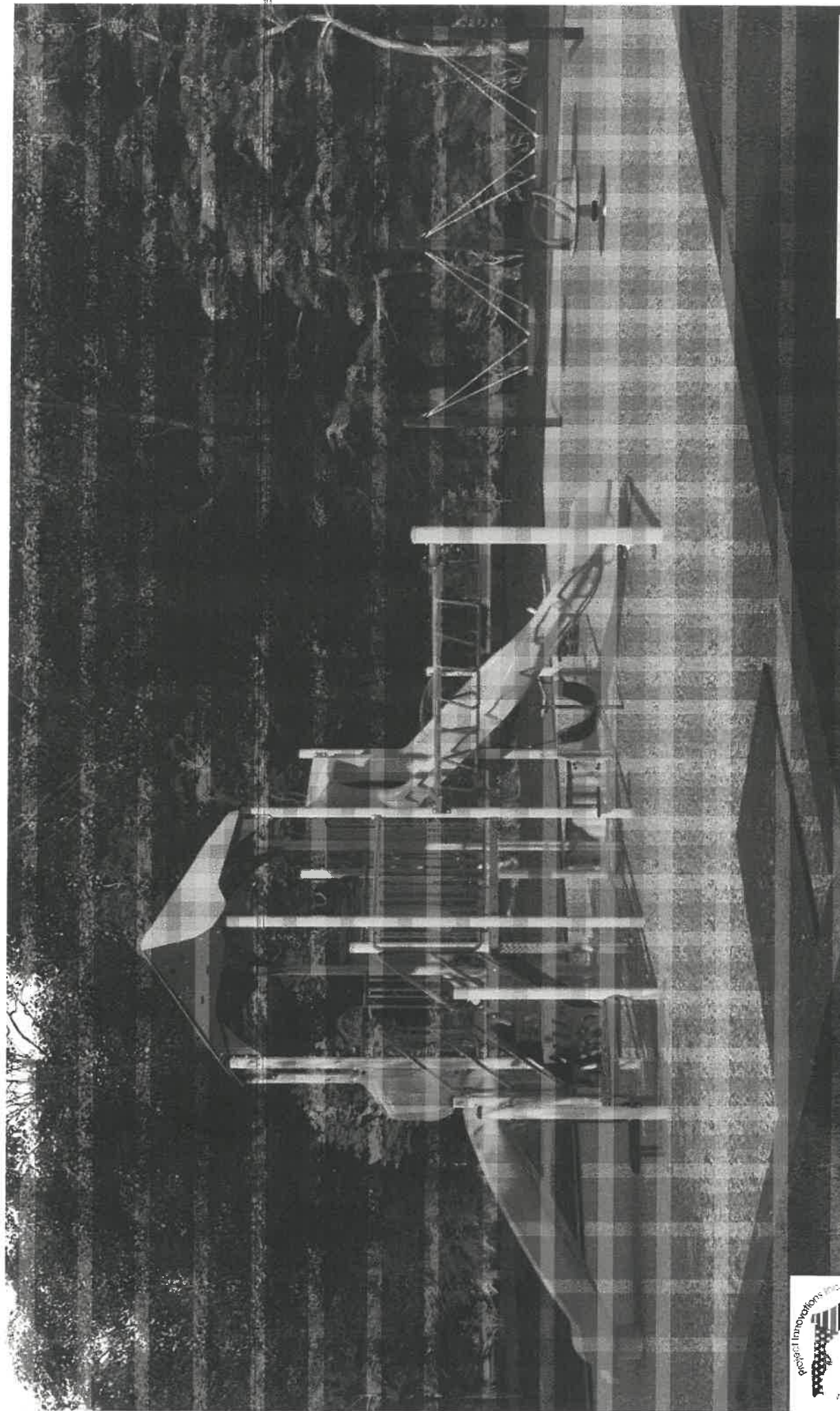
CERTIFICATE HOLDER**CANCELLATION**

Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

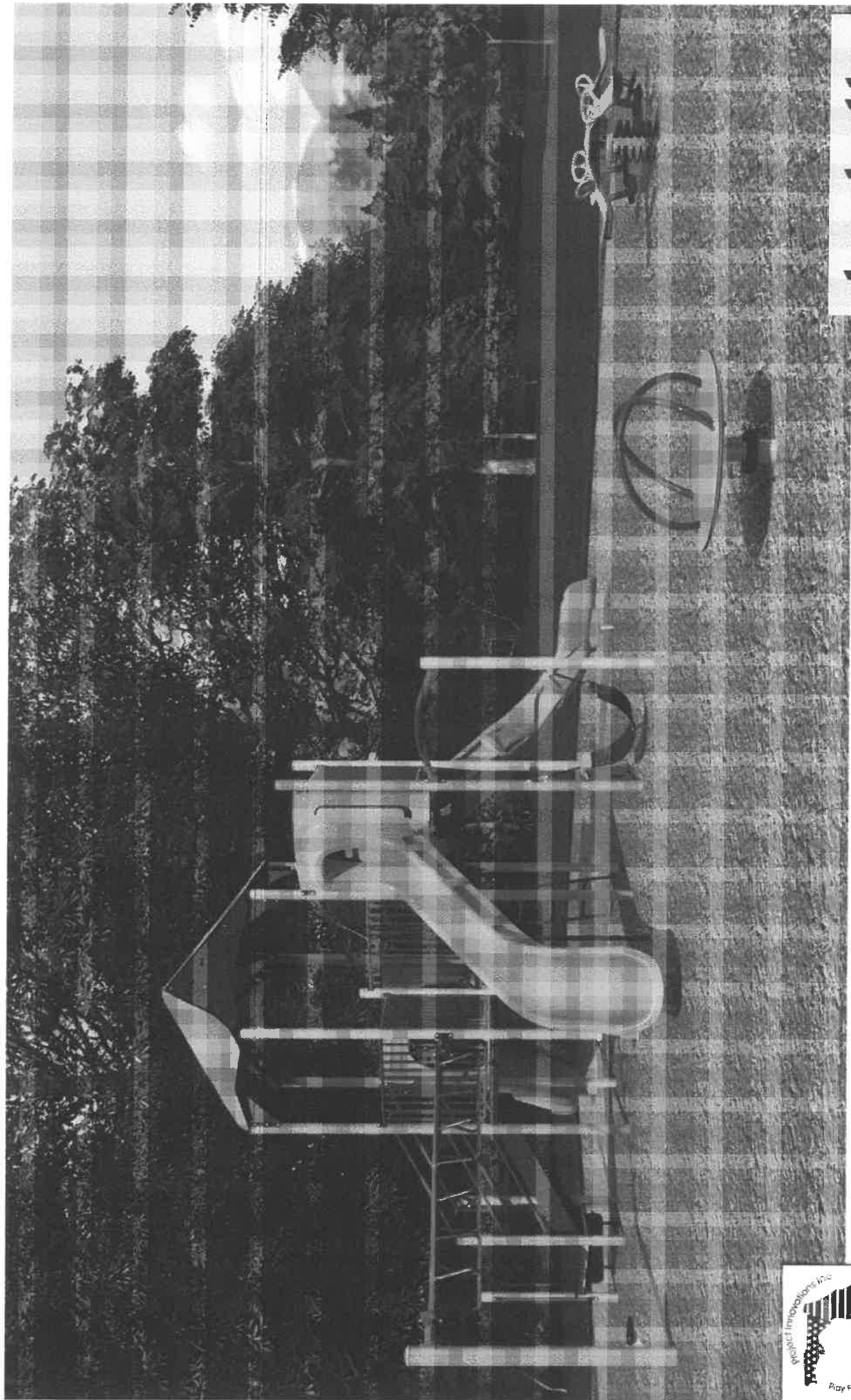


St. Pete Beach | Hurley Park

Jambette

2107

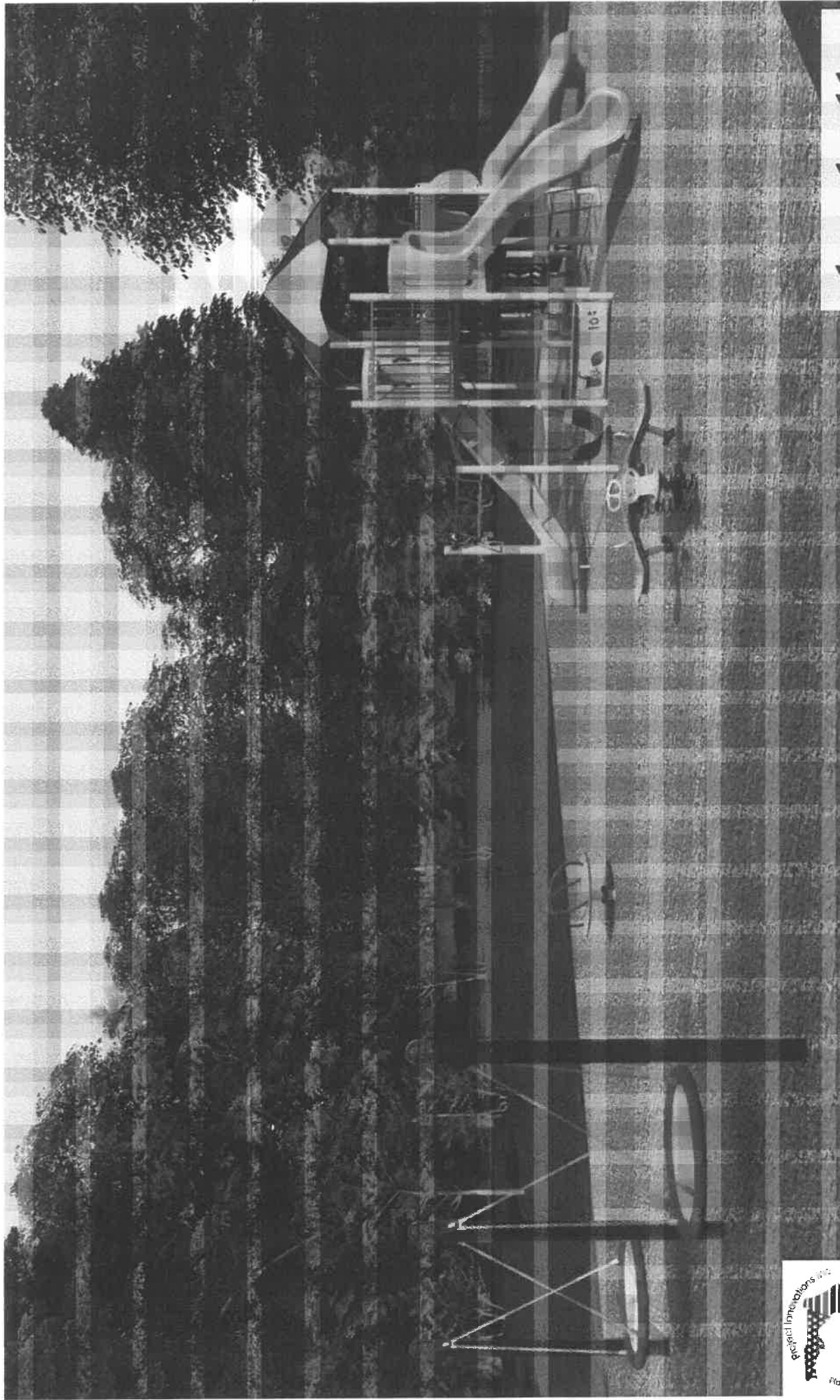




St. Pete Beach | Hurley Park

Jambette

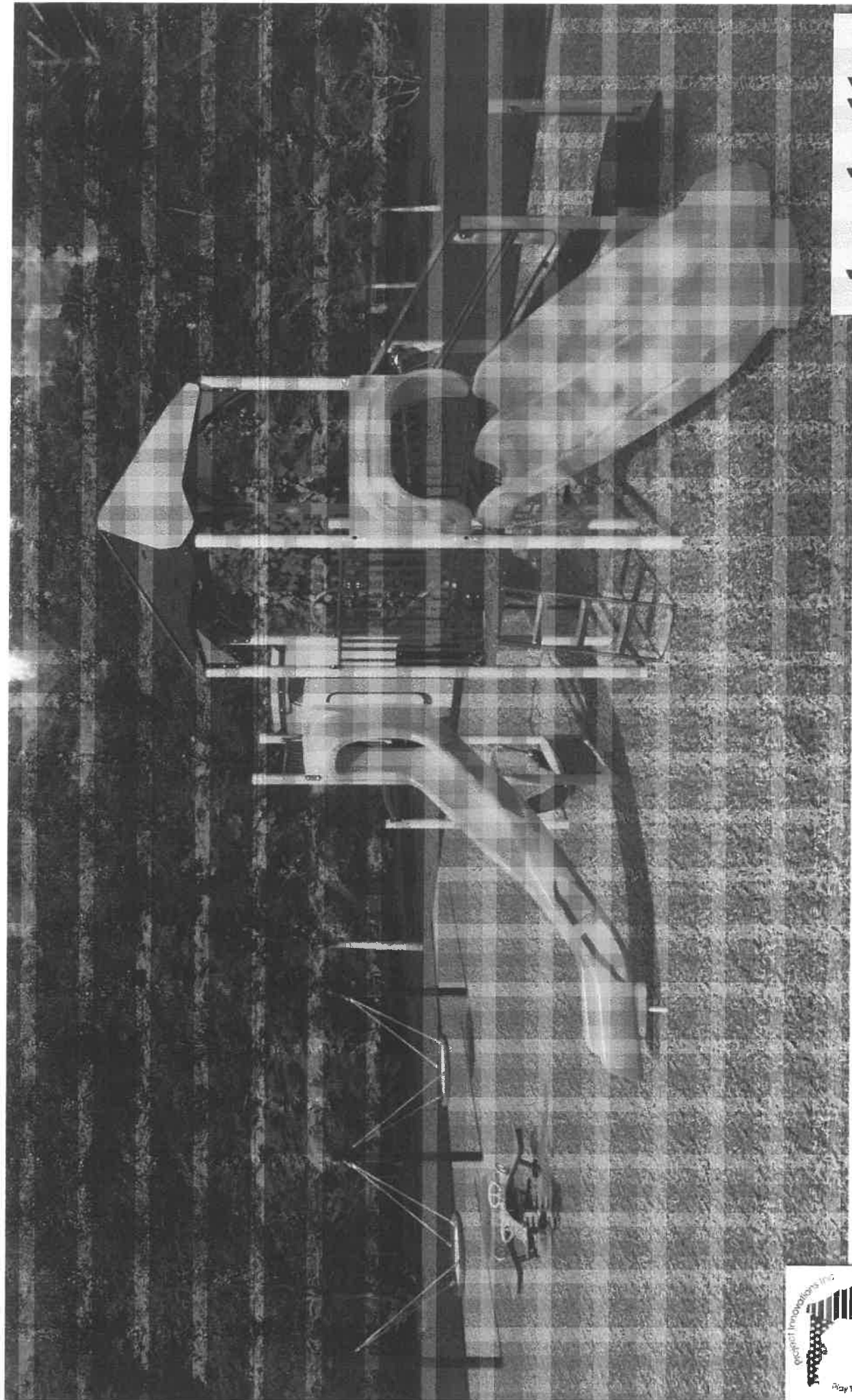




Jambette

St. Pete Beach | Hurley Park

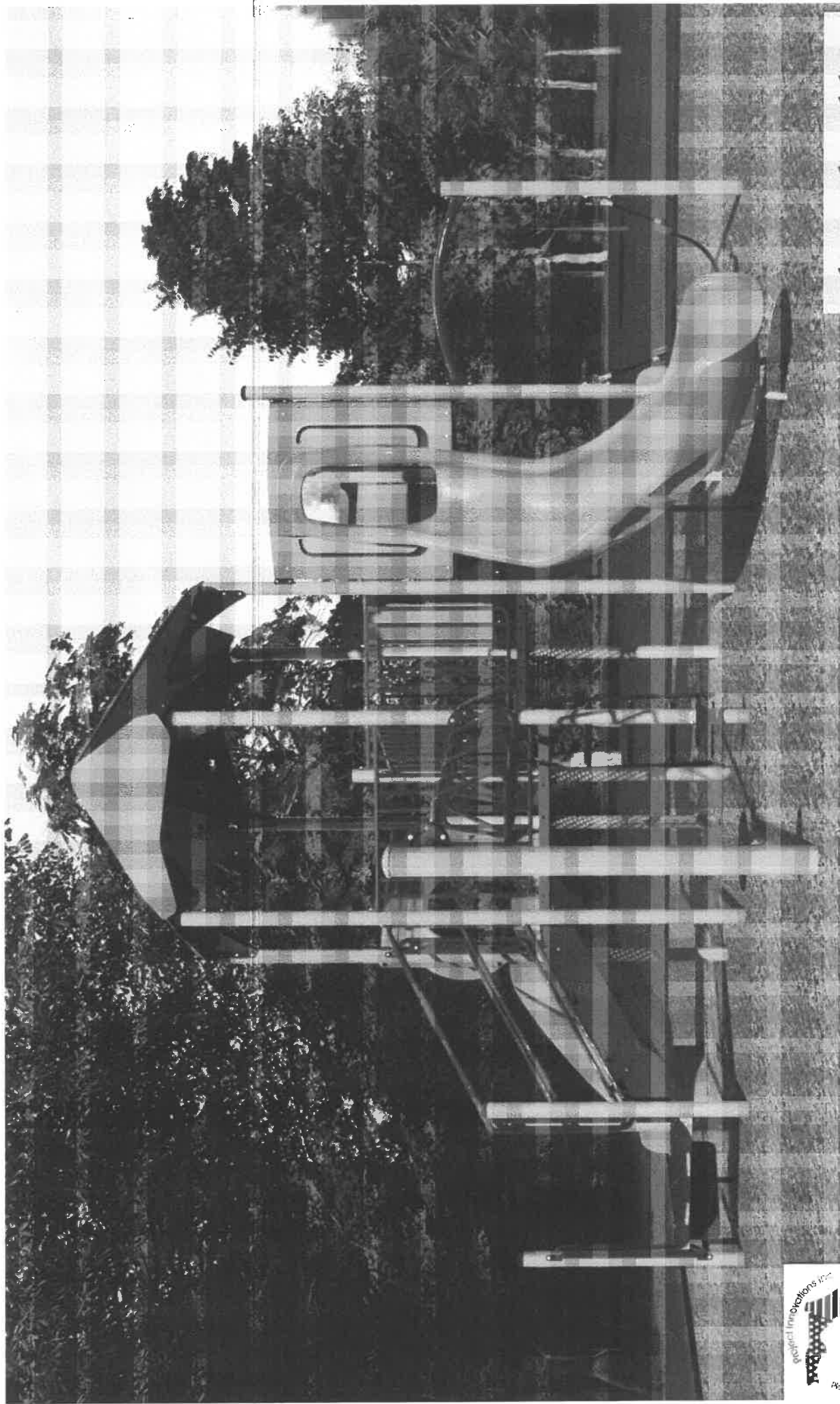




St. Pete Beach | Hurley Park

Jambette

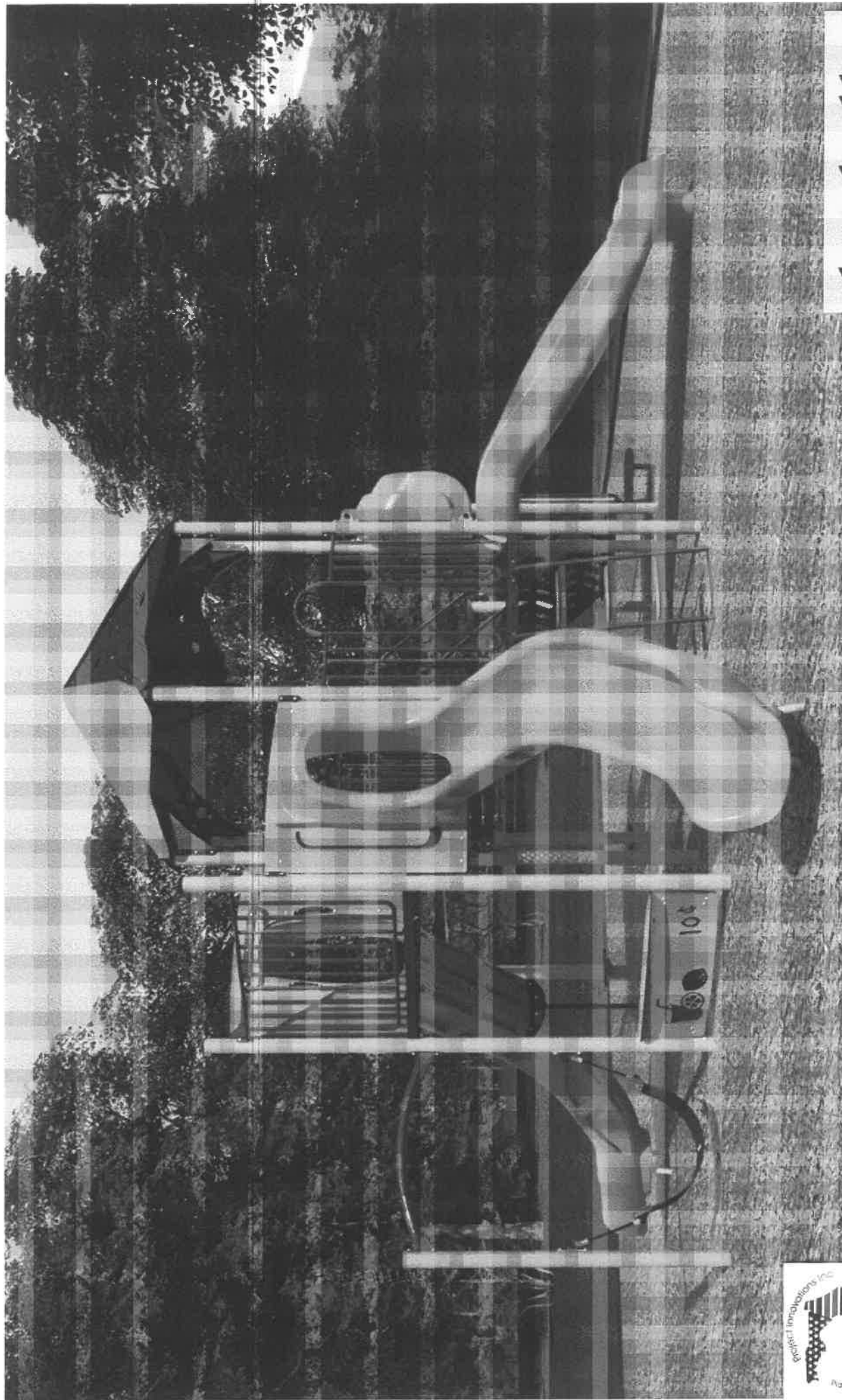




St. Pete Beach | Hurley Park

Jambette

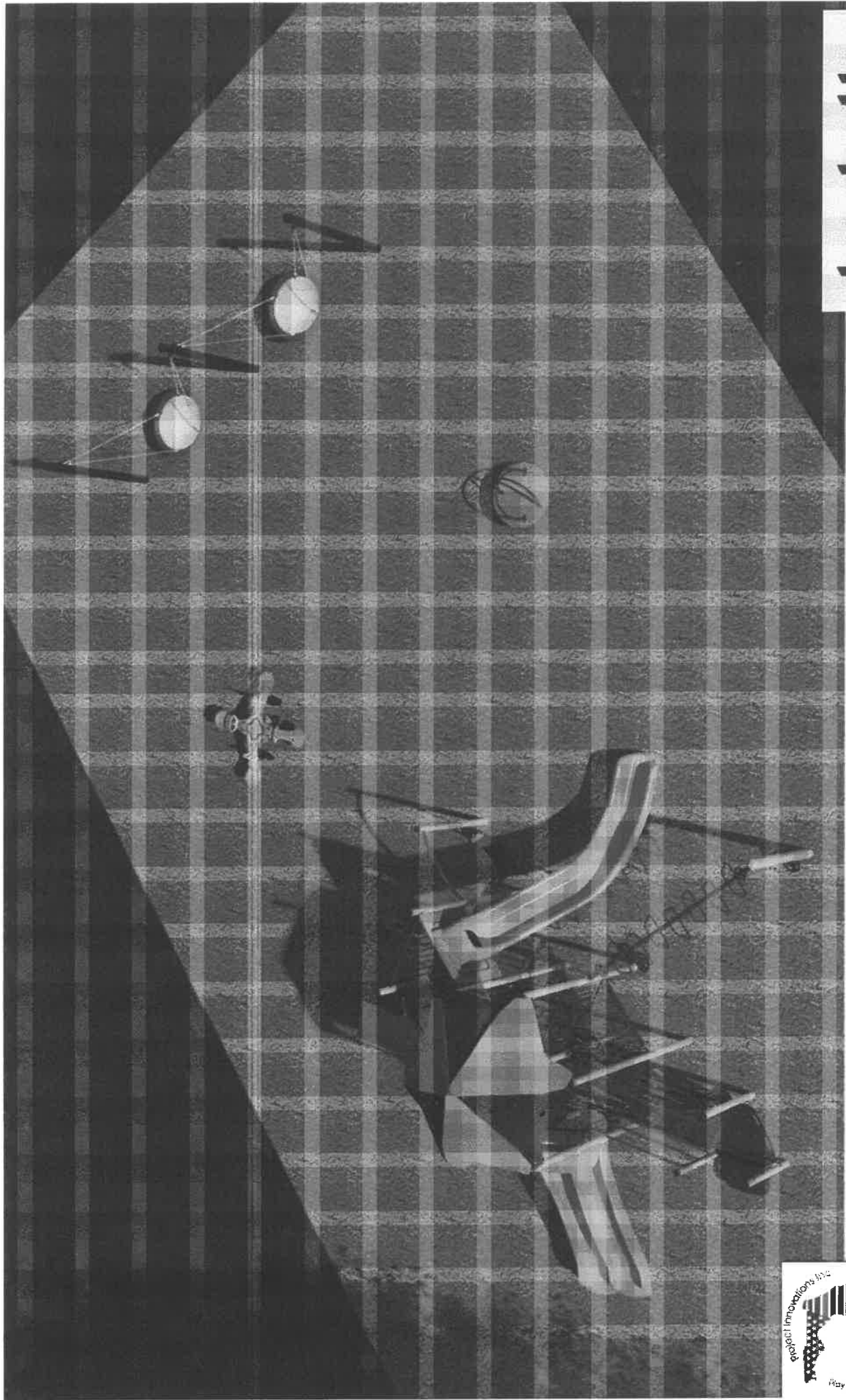




St. Pete Beach | Hurley Park

Jambette

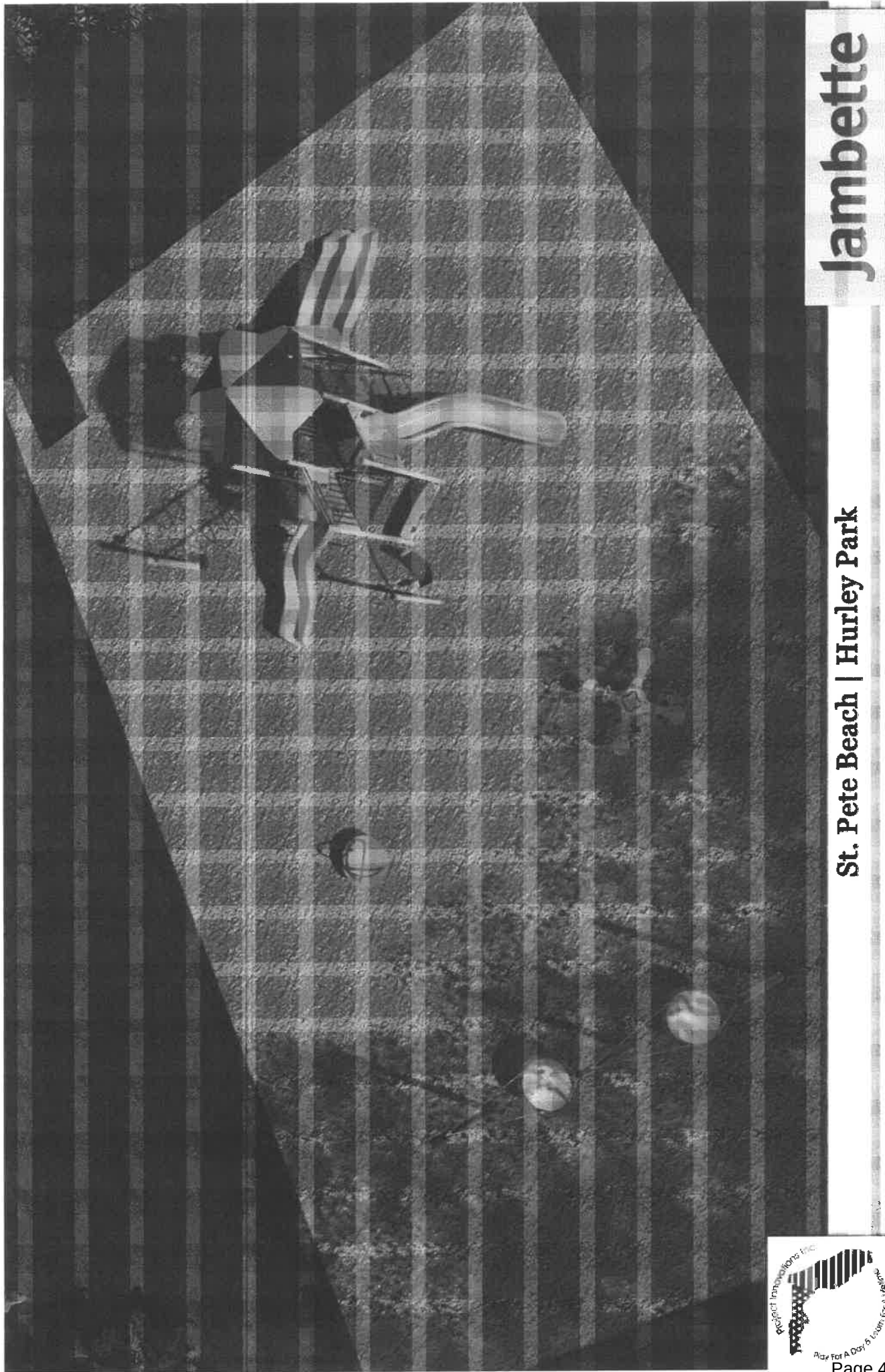




St. Pete Beach | Hurley Park

Jambette



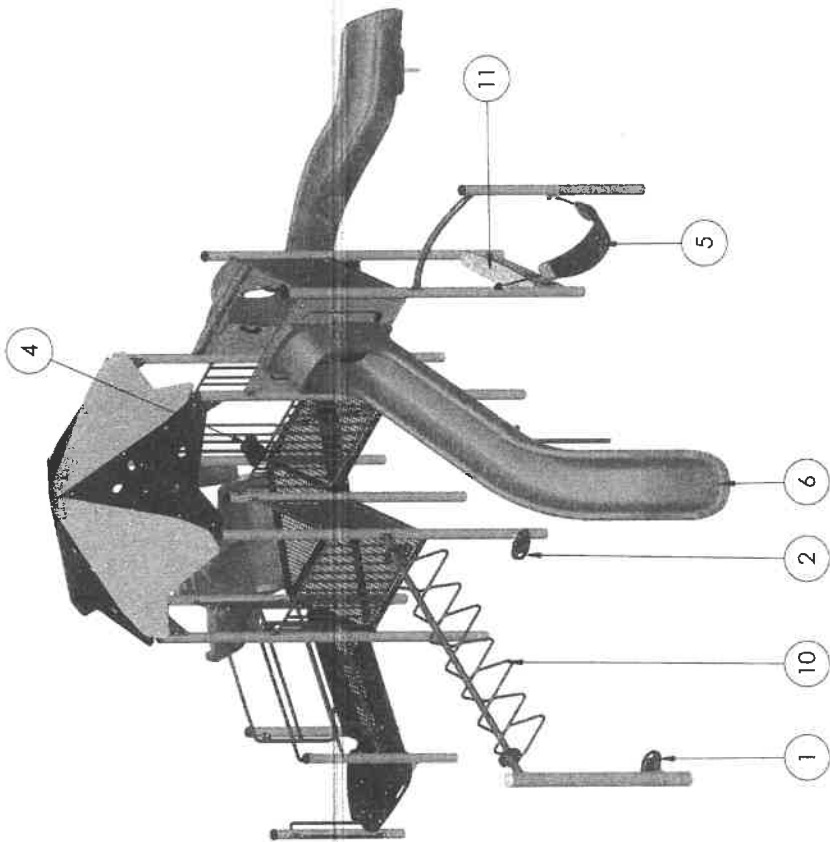


Jambette

St. Pete Beach | Hurley Park



#	- DESCRIPTION -
1	Step (5.0 dia.post)
2	Step (3.5 dia.post)
3	4' Transfer station (44)
4	Telescope (Safety railing)
5	The hammock (44)
6	6' LUX Slide (JA)
7	5' LUX Slide (JO)
8	4' Double slide with waves
9	4' mini-climber
10	Straight Overhead Loop Ladder
11	Lemonade Game Counter (44)
12	Hexagonal Umbrella Roof (3.5)(44)



Isometric View
Playstructure
J3-24406-HB

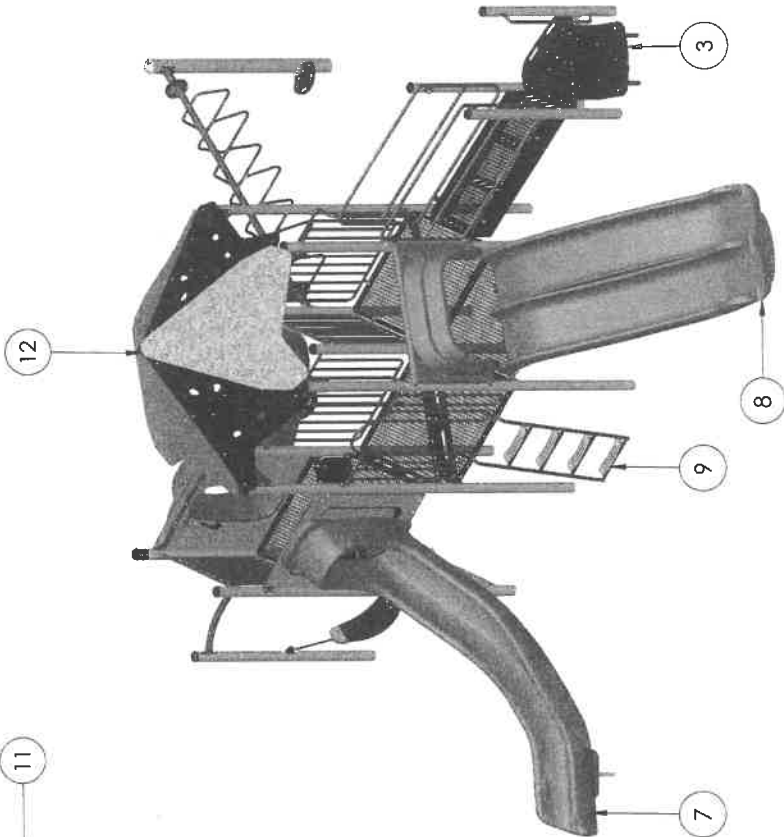


Capacity 37 children
18 m - 12 years

Posts: 3-1/2"
Platform(s): 48"

Fall height
CSA: 110"/2.7m
ASTM: 72"/1.8m

Drawn by: M.E.L.
Date: 11/09/2024





BASIC FEATURES

AGE GROUP: 18 months to 12 years old

FALL HEIGHT (CSA): 110" (2,8m) (ASTM): 72" (1,8m)

CHILD CAPACITY: 37 children

SHOCK ABSORBING SURFACE (CSA): 35' x 38' (10,7m x 11,6m)

SHOCK ABSORBING SURFACE (ASTM): 35' x 38' (10,7m x 11,6m)

DESCRIPTION

This play structure provides innovative fun physical activities sure to enhance your recreational space. Physical movements such as climbing, hanging, balancing, swinging, crawling and sliding as well as socializing and cognitive activities make Jambette's product an excellent tool for a child's overall development.



BODY MOVEMENTS



Sliding
■■■■■■■■■■
Intensive (10)



Learning
■■■■■■■■■■
Moderate (4)



Balancing
■■■■■■■■■■
Light (3)



Crawling
■■■■■■■■■■
Moderate (7)



Hanging
■■■■■■■■■■
Moderate (4)



Climbing
■■■■■■■■■■
Intensive (8)



Imagining
■■■■■■■■■■
Moderate (5)



Rotating
■■■■■■■■■■
Light (2)



Pulling up
■■■■■■■■■■
Moderate (4)



Socializing
■■■■■■■■■■
Moderate (6)

ANCHORING



ON STRINGERS

This product is anchored by a system of frames covered with a protective coating buried in the ground. Some parts of the frames can be made from recycled plastic.

MATERIALS

METALS

Post(s): Galvanized steel tube measuring 3-1/2"(89mm) in outer diameter.

Post(s): 6061-T6 aluminum alloy tube measuring 5" (127mm) in outer diameter, with 0.125" wall thickness.

Metal frame(s): Made of steel (sv)

Hardware: Made of stainless steel, Anti-vandal type.

PLASTIC MATERIALS

Panels: High density polyethylene (HDPE), colored in the mass. (sv)

Slide(s): Rotomolded UV stabilized high density polyethylene (HDPE), colored in the mass.

COATINGS

Paint: Z-Series polyester powder, with ultraviolet (UV) rays and weather extreme resistance. Our paint also has antibacterial and antiviral properties.(sv)

Galvanization: Some attachments are hot dipped galvanized.

OTHER MATERIALS AND COMPONENTS

Deck(s): 12-Gauge steel sheets, perforated and coated with polyvinyl chloride (PVC). (sv)

FLEXIBLE MATERIALS

Cable(s): Cable 5/8" (16 mm) in diameter composed of 6 strands of 8 galvanized steel wires each, wrapped with black polyester, linked together using aluminium joints.

Rubber: 1/4" thick rubber strap made of three rubber layers laminated with two polyester linings. The top has a non-skid texture and the underside is rubber coated.

COLOUR CHOICES

Metal elements

01	02	05	07
08	10	11	12
13	14	17	18
20	21	22	23

Molded Polyethylene

02	05	07
08	15	18
19	21	23

Polyethylene Panels

02	05	07	11	14
15	17	18	19	21

Made at our factory in Lévis, Québec, Canada • Meets CAN/CSA-Z614 and ASTM ASTM F1487

Project Innovations Inc
712 Wesley Ave Building A
Tarpon Springs FL 34689
727-460-8449

Date: January 17, 2025

Bill To:

St Pete Beach

155 Corey Avenue

St Pete Beach FL 33706

Ship To:

Hurley Park

ProjectInnovationsFlorida@gmail.com

Contact #1: John K Taylor

Phone: _____

Contact #2: Mandy Edmunds

Mobile: _____

Email: _____

Qty.	Item #	Description/Colors/Mounting/Etc...	Unit Price		Total
1	J3-24406-HB	Jambette Play Ages 2-12 IPEMA Certified	\$ 38,529.00		\$ 38,529.00
		Seaside Solutions Included (NO CHARGE)			
1400	PIP-PLAY PAD	Pour in Place Play Pad 2"-2.5" per ASTM	\$ 41,000.00		\$ 41,000.00
		Includes Re-Inforced Concrete Pad 5"			
1	CERT INSTALL	Certified Installation	\$ 15,411.60		\$ 15,411.60
1	PERMIT	City of St Pete Beach Fees	\$ 2,600.00		\$ 2,600.00
1	ENG-Permits	Engineered Drawings / Permit Doc Misc	\$ 3,000.00		\$ 3,000.00
1	DISCOUNT	LOCAL PINELLAS COUNTY DISCOUNT			\$ (6,000.00)

REFERENCE #

Hurley Park

\$ 94,540.60

Freight \$ 5,000.00

\$ 99,540.60

Total \$99,540.60

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.

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title

Name: Resolution 08_2025 Limited Duration Temporary Agreement

Action Request: Motion to adopt Resolution 2025-08: Limited Duration Temporary Employment Agreement

Strategic Objective: Recruitment & Retention of Personnel

Date: March 25, 2025

Prepared By: Jill Sassone, Human Resources Director

Through: Frances Robustelli, City Manager

Summary of Issue:

- Post Hurricanes Helene and Milton, the Federal Disaster Emergency Management (FDEM) Agency provided staff recovery support to assist with recovery response efforts in Permitting. Our FDEM contract for this respective hurricane response support expires April 11, 2025.
- Seek authorization to retain seven (7) of the qualified and trained Permit Technicians from FDEM. We are proposing a new “Limited Duration Temporary Employment Agreement” policy, which explains and stipulates the terms of employment for these seven applicants. Please see attached agreement.
- Key Policy Points:
 - Expedites recruitment and retention – no competitive recruitment process required.
 - Temporary employment agreement for up to, but not longer than 12 months.
 - Headcount of 7 Full-Time Permit Technicians
 - Limited Duration Temporary Status will be a fully benefited status, whereas our Regular Temporary employment status is not benefit-eligible.

- If a Limited Duration Temporary Status position is approved in the budget to become a regular position, incumbents in these positions will be required to go through a competitive recruitment process. The position is not granted to them.
- Incumbents in ‘Temporary’ positions follow the rules and policies stipulated for temporary personnel in the City’s Personnel Rules and Regulations.

Funding: The projections below indicate that the building fund can absorb the new positions even without any additional revenue collected for FY25.

Revenue Scenarios:	FY 2025 Budget	Projected at 50% of Revenues	Projected at 25% of Revenues	Projected at YTD Revenues
Available Fund Balance 3/19/2025	2,801,862	2,801,862	2,801,862	2,801,862
Revenues	1,325,000	662,500	333,431	135,015
Expenditures including retention of (7) permit techs	1,449,200	1,713,852	1,713,852	1,713,852
Estimated Available Fund Balance at 9/30/25	2,677,662	1,750,510	1,421,441	1,223,025

- Attachments:**
1. Resolution 08-2025 Limited Duration Temporary Employment Agreement
 2. PowerPoint slides - Limited Duration Temporary Employment (LDTE)

RESOLUTION 2025-08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING THE PERSONNEL RULES AND REGULATIONS FOR LIMITED DURATION TEMPORARY EMPLOYEES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, we have a business operational need (recovery) to recruit temporary employees for a limited duration, up to but not longer than 12 months duration, to include full group benefits, retirement options, and PTO benefits equal to what regular full time employees are eligible to receive, and

WHEREAS, the City of St. Pete Beach has been utilizing Federal Disaster Emergency Management (FDEM) temporarily assigned contract employees to support post-hurricane business operation recovery (Permit Technicians). Our contract for services expires no later than April 11, 2025.

WHEREAS, the City Manager seeks to amend "Section 1-Positions Covered"; "Section 2-Definition of Terms"; and "Section 4- Types and Terms of Employment", of the Personnel Rules and Regulations adopted by Resolution 2020-16; to add an additional employment category defined as "Limited Duration Temporary".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, THAT:

SECTION 1. Recitals. The above ("Whereas" clauses) are true and correct and adopted as hereby as findings, purpose and intent of the City Commission.

SECTION 2. The City Commission hereby adopts the following changes to the Personnel Rules and Regulations (PRR) Sections, 1, 2 and 4 to read as follows:

PRR SECTION 1* - GENERAL PROVISIONS POSITIONS COVERED

Unless a specific Section or Subsection provides otherwise, the provisions of these Rules shall be applicable to all employees in City service except:

1. Elected officials.
2. Persons hired as independent contractors on a contractual, fee, or retainer basis (e.g. City Attorney)
3. Temporary, **Limited Duration Temporary**, or probationary employees.
4. Persons employed under the provisions of government programs or grants unless they are classified as regular full-time employees by the City.

Provided, however, the sections or subsections with an asterisk (*) beside them apply to all employees.

PRR SECTION 2* - DEFINITION OF TERMS

Employee -

- A. Regular full-time employee is any employee who is non-probationary and assigned a regular schedule of a minimum of forty (40) hours a week or the regular Section 7(K) schedule (Fire), whichever applies.
- B. Regular Part-time employee is any employee who is assigned a regular schedule of less than forty (40) hours per week.
- C. A probationary employee is any full-time employee who has not completed the initial probationary period.
- D. Temporary is any employee hired for a fixed period of time.
- E. Limited Duration Temporary is any employee hired for up to but not longer than 12 months and is a fully benefited position.

PRR SECTION 4* - TYPES AND TERMS OF EMPLOYMENT

4.01 BASIS OF EMPLOYMENT

Employees are employed by the City as either probationary full-time, regular full-time, regular part-time, temporary employees, or limited duration temporary employee.

4.02 PARTICIPATION IN BENEFITS

All regular and limited duration temporary full-time employees are eligible to participate in all City benefits. Employees working 30 hours a week or more are eligible for health insurance only. Other employees do not participate in employee benefit plans unless a particular plan so provides or unless required by law.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

SECTION 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____ 2025.

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Adrian Petrila, Mayor

ATTEST:

Ginny Bodkin, Interim City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ralf Brookes, City Attorney

City of St. Pete Beach

Staffing Strategy for Community Development



Limited Duration Temporary Employment Agreement

- FDEM Contract (Personnel) - Expires April 11, 2025
- Seek Approval for City Manager to Hire Fully Trained & Qualified Staff
- Retain 7 Permit Technicians - transition
- Limited Duration (LD) – up to and no longer than 12 months
- LD Temporary Personnel - fully benefited positions
- Requirement for a competitive recruitment if position becomes a regular position.

Swap out this logo for the one specific to your department



Financial Implications

- 7 Permit Technicians
 - \$264K for six months
 - \$529,304 for a year
 - Fully benefited positions

Swap out this logo for
the one specific to
your department



Summary

- Request a motion to authorize the City Manager to engage in a Limited Duration Temporary Employment Agreement in accordance with policy.

CITY COMMISSION MEETING CITY OF ST. PETE BEACH COMMISSION CHAMBERS

Agenda Report

Agenda Title Name: City Clerk – Candidate Interviews

Action Request: Discussion of City Clerk Candidate Interviews and Determination of Next Steps

Strategic Objective: Recruitment & Retention

Date: March 25, 2025

Prepared By: Jill Sassone, Human Resources Director

Through: Frances Robustelli, City Manager

Ms. Renee Narlock, Executive Recruiter, led the City Clerk candidate recruitment in February/March, identifying four applicants for advancement based on their qualifications. However, one applicant withdrew from the process.

Attached are the cover letters and resumes of the remaining three candidates—Jessica Wilson, Merianne Lahmeur, and Casey O'Brien - provided to the Interview Panel. Each candidate participated in 30-minute interviews with the following panels:

- Mayor's Interview
- Commissioners' Interviews (4 separate interviews)
- Group Leadership Team Interview (Department Directors, PIO, City Clerk Staff)
- City Manager and Assistant City Manager Interview
-

These interviews took place on March 12 and 13. Following the interviews, the Group Leadership Team, City Manager, and Assistant City Manager held a debriefing to evaluate the candidates' qualifications and organizational fit. We look forward to your discussion on the candidates and the next steps, which may include a motion to appoint one of them to the City Clerk position.

Attachments: Candidate Cover Letter and Resumes:

1. Jessica Wilson
2. Merianne Lahmeur
3. Casey O'Brian

Personal details

Name

Jessica Wilson

Email address

jessicawilson.jsw@gmail.com

Phone number

954-295-0512

Address

Ms. S. Renée Narloch, President

S. Renée Narloch & Associates

February 13, 2025

Dear Ms. S. Renée Narloch,

I am excited to apply for the position of City Clerk with the City of St. Pete Beach. With a Master of Public Administration and extensive experience in public service, I am eager to bring my expertise the community of St. Pete Beach.

For the past six years, I have worked in the City Clerk's office in Lauderhill, a position that has provided me with extensive experience in public administration and the duties specific to the role of City Clerk. For the entirety of my time in my current position, I have been responsible for preparation of all City Commission meeting agendas and the filing and retention of all Commission meeting materials - including managing the finalization and execution of all Resolutions, codification of all Ordinances, and filing of all supporting documents in compliance with State retention requirements. In addition, I have acted as the main point of training and support for the five Commission aides for the past three years, offering constant supervision and guidance in the policy and regulations of not only the City of Lauderhill but also the State of Florida. In my current position, I have also assisted with election administration, including staying up to date on evolving election laws. Most recently, I helped to navigate the shifting requirements surrounding Form 6 and Form 1 filings for the November 2024 election, helping to ensure candidates remained informed and compliant throughout the qualification process.

Beyond my technical expertise, I pride myself on my ability to foster a collaborative and efficient office environment. Having worked in a Clerk's office that prioritized cross-training, I am adept at ensuring all staff can support one another's roles, creating a more resilient and well-rounded team. I also understand the value of professional development in cultivating a positive and successful workplace. Having personally benefited from such opportunities, I recognize the importance of investing in staff growth to strengthen overall department operations.

Additionally, my role has required me to juggle multiple projects and deadlines while maintaining the highest level of discretion and confidentiality in supporting both the City Clerk and City Commission. My ability to operate under pressure while ensuring accuracy and compliance has been a cornerstone of my success in the City Clerk's office.

I would be honored to bring this experience and dedication to the City of St. Pete Beach and welcome the opportunity to discuss how my skills align with their needs and how I can contribute to the team. Thank you for your time and consideration - I look forward to the possibility of serving this community.

Sincerely,

Jessica Wilson

Jessica Wilson

Personal details

Name
Jessica Wilson

Email address
jessicawilson.jsw@gmail.com

Phone number
954-295-0512

Address

Professional Affiliations and Certifications

International Institute of Municipal Clerks
Member

Florida Association of City Clerks
Member

Broward County Municipal Clerks Association
Associate Member

Certified Municipal Clerk
Expected 2025

Notary Public, State of Florida

Supervision in Government Level II

Certificate Program in Public Records Management

Profile

A resourceful and dedicated municipal professional with extensive experience in administrative support and public administration, I am seeking to leverage my skills as the City Clerk of St. Pete Beach. My background has equipped me with the skills necessary to navigate complex city operations efficiently while maintaining an unwavering commitment to public service.

Education

Master of Public Administration **Oct 2023**
American Public University
Organizational Management

Bachelor of Arts **Jun 2012**
Florida Atlantic University
History, Major
Political Science, Minor

Employment

Executive Administrative Assistant **2018 - Present**
City Clerk's Office, City of Lauderhill, Lauderhill, FL

- Prepares meeting agendas and compiles all records for Commission meetings, including legislation, minutes, and supporting documents, for retention
- Transcribes, reviews, and publishes minutes for Commission meetings
- Prepares and manages publication of legal notices
- Assists with election cycle including preparation of election guidebooks, candidate filing and qualification process, accepting and posting of campaign finance reports, preparation and translation of ballot language, preparation and publication of all election advertisements
- Provides training and assists in supervision of team of five Commission Aides
- Prepares correspondence, legislation, proclamations, and other official documents as needed
- Manages administration of all resident advisory boards and committees, including application and appointment process to ensure compliance with City Code and State Statute
- Provides high level administrative support to department and Commissioners
- Assists in monitoring expenditures and invoicing of payments for individual City Commissioner budgets
- Assists in coordinating schedule, travel, and events for City Commissioners, as needed
- Assists in planning and execution of all events for department

Software Proficiency

Microsoft Office Suite

Legistar

Granicus Boards & Committees

govAccess

Laserfiche

JustFOIA

GovQA

ClerksIndex

Assistant Director of Education

2012 - 2018

Inspirations for Youth and Families, Fort Lauderdale, FL

- Managed and educated at-risk adolescents of varying grade levels
- Built structured and individualized courses of education for each student with direct and extended communication with guidance counselors, teachers, and parents
- Researched variety of educational support tools and programs; assessed their application potential for the program at large and students on an individual basis.
- Coordinated communication between and within departments
- Developed and implemented file and record keeping systems for digital and hard copy data
- Managed the day-to-day operations of department within larger institution
- Coordinated payroll collection and record keeping
- Actively addressed and resolved conflicts that arose within the department

Contact Information -- Person ID: 61649307

Name: Jessica Wilson Address:

Home Phone: 954-295-0512 Alternate Phone:

Text Messaging Mobile 9542950512 Email: Jessicawilson.jsw@gmail.com
No:

Former Last Name: Month and Day of Birth:

Personal Information

Driver's License: Yes, Florida ,

Can you, after employment, submit proof of your legal right to work in the United States? Yes

What is your highest level of education? Master's Degree

Preferences

Minimum Compensation:

Are you willing to relocate? Yes

I am currently residing in Fort Lauderdale but would be eager to relocate to the St. Pete Beach area for this opportunity.

Types of shifts you will accept: Day , Evening , Night , Rotating , Weekends , On Call (as needed)

Education

Graduate School Did you graduate: Yes
American Public University
 [Unspecified Start] - 10/2023 Major/Minor: Master of Public Administration,
 Charles Town, West Virginia Organizational Management
 Degree Received: Master's

College/University Did you graduate: Yes
Florida Atlantic University
 [Unspecified Start] - 6/2012 Major/Minor: History
 Boca Raton, Florida Degree Received: Bachelor's

Work Experience

Executive Administrative Assistant Hours worked per week: 37.5
 6/2018 - Present Name of Supervisor: Nadia Chin - Deputy City Clerk
 City of Lauderhill May we contact this employer? Yes
<http://lauderhill-fl.gov>
 5581 West Oakland Park Blvd.
 Lauderhill, Florida 33313
 954-730-3010

Duties

Prepares meeting agendas and compiles all records for Commission meetings, including legislation, minutes, and supporting documents, for retention
 Transcribes, reviews, and publishes minutes for Commission meetings
 Prepares and manages publication of legal notices
 Assists with election cycle including preparation of election guidebooks, candidate filing and qualification process, accepting and posting of campaign finance reports, preparation and translation of ballot language, preparation and publication of all election advertisements

Provides training and assists in supervision of team of five Commission Aides
Prepares correspondence, legislation, proclamations, and other official documents as needed
Manages administration of all resident advisory boards and committees, including application and appointment process to ensure compliance with City Code and State Statute
Provides high level administrative support to department and Commissioners
Assists in monitoring expenditures and invoicing of payments for individual City Commissioner budgets
Assists in coordinating schedule, travel, and events for City Commissioners, as needed
Assists in planning and execution of all events for department
Highly competent in Sunshine Law, Ethics, and public records laws

Reason for Leaving

I am currently serving in this position but would be willing to leave if offered the position of City Clerk with St. Pete Beach.

Assistant Director of Education
8/2012 - 5/2018

Inspirations for Youth and Families
24 SW 10 Street
Fort Lauderdale, Florida 33315

Hours worked per week: 40
of Employees Supervised: 3
Name of Supervisor: Denise Achee - Director of Education
May we contact this employer? No

Duties

Managed and educated at-risk adolescents of varying grade levels
Built structured and individualized courses of education for each student with direct and extended communication with guidance counselors, teachers, and parents
Researched variety of educational support tools and programs; assessed their application potential for the program at large and students on an individual basis.
Coordinated communication between and within departments
Developed and implemented file and record keeping systems for digital and hard copy data
Managed the day-to-day operations of department within larger institution
Coordinated payroll collection and record keeping
Actively addressed and resolved conflicts that arose within the department

Reason for Leaving

Change of career.

Certificates and Licenses**Skills****Office Skills**

Typing:
Data Entry:

Other Skills

Microsoft Office Suite Expert - 15 years and 0 months

Legistar Expert - 6 years and 0 months

Granicus Boards & Committees Expert - 3 years and 0 months

govAccess Intermediate - 6 years and 0 months

Laserfiche Intermediate - 6 years and 0 months

JustFOIA Intermediate - 4 years and 0 months

GovQA Intermediate - 2 years and 0 months

ClerksIndex Expert - 6 years and 0 months

Languages

English - Speak, Read, Write

Additional Information

Professional Memberships

International Institute of Municipal Clerks - Member

Florida Association of City Clerks - Member

Broward County Municipal Clerks Association - Associate Member

Additional Information

Certified Municipal Clerk - Expected 2025

References

Professional

Anderson, Andrea

City Clerk

954-730-3013

aanderson@lauderhill-fl.gov

Professional

Chin, Nadia

Deputy City Clerk

954-730-3014

nchin@lauderhill-fl.gov

Personal

Wood, Christopher

954-295-8244

crw1031@me.com

Resume

Text Resume

Attachments

Attachment	File Name	File Type	Created By
Wilson, Jessica CL.pdf	Wilson, Jessica CL.pdf	Cover Letter	Job Seeker

Agency-Wide Questions

1. Q: Are you a current employee?

A: No

2. Q: Do you have any friends or relatives working here?

A: No

3. Q: Where did you first hear about this opportunity?

A: Other

Casey O'Brien

casey.e.obrien@gmail.com
(407)-928-5382

To the City Commission of the City of St. Pete Beach,

I am enthusiastic about the opportunity to apply for the City Clerk position with the City of St. Pete Beach. With my extensive experience in administrative and records management, records management and leadership in public service, I am confident that my skills align well with the responsibilities outlined for this position.

In my current position, I provide vital assistance to the City Council of the City of Tega Cay and City Management by managing all municipal records, preparing meeting minutes, and ensuring compliance with state regulations, including the Freedom of Information Act, as the official custodian of records. My experience encompasses the management of public records to include retention and disposition in accordance with legal guidelines as well as drafting and managing contracts, ordinances, resolutions, proclamations, and other critical municipal documents.

I possess strong proficiency in developing comprehensive meeting materials, and taking accurate minutes, ensuring that documentation for City Council meetings is precise and thorough. This experience closely corresponds with the requirements of the City Clerk position, and I am confident I could be of the utmost benefit to the City Commission and leadership team.

I look forward to the possibility of contributing to the continued success of the City of St. Pete Beach through this role.

Thank you for your consideration,

Casey O'Brien

Casey O'Brien

(407)-928-5382 | casey.e.obrien@gmail.com

WORK EXPERIENCE

Municipal Clerk

City of Tega Cay

December 2021 – Current

Tega Cay, SC

Provides administrative support to City Council, the City Manager, Deputy City Manager and all departments; maintains calendars of Contracts and Agreements; researches and compiles information for reports; composes, prepares, receives, reviews, indexes and maintains routine and confidential reports, litigation files, Council agendas, meeting minutes, correspondences, ordinances, resolutions, and proclamations; responds to inquiries and concerns from the public; handles all responsibilities of the Freedom of Information Act compliance; serves as custodian of the City's official records, ensuring the proper maintenance, filing, safekeeping and destruction of all official municipal documents; prepares related reports; responsible for maintaining and codification of the Code of Ordinances, rules and regulations.; maintains memberships and terms of office of all Boards, Commissions, Committees; attends trainings, meetings, seminars, and/or workshops to enhance job knowledge and skills, including but not limited to the Municipal Clerks Institute; manages and updates the City's website to include City events, City related meetings, emergency information. Main point of contact for CodeRed and pushes mass public notifications; Aids in Risk Management to include the creation and implementation of numerous departmental policies to include Trenching & excavation, confined space, lock out tag out as well as SCMIT/SCMIRF related assessments; member of the municipality's safety committee to provide administrative assistance and connect departments with City Management. Aids in Human Resources to include managing personnel records, sending COBRA letters, Bureau of Labor & Statistics reports, time & attendance tracking, and drafting policies as it relates to the employee handbook.

Telecommunications- Dispatcher

Rock Hill Police Department

October 2021- December 2021

Rock Hill, SC

Answer nonemergency and emergency phone calls from the public.; Relay gathered information via computer aided programs to law enforcement and other public service points; Dispatch appropriate entities to calls for service; File warrants; Review and maintain NCIC validations of lost or stolen property.

Child Protection Services Investigator

Seminole County Sheriff's Office

May 2017 – December 2020

Sanford, FL

Investigate allegations of abuse, abandonment, and neglect reported to the Florida Abuse Hotline; Conduct interviews of children, caregivers, witnesses, and alleged perpetrators; Collect and analyze evidence; Prepare detailed reports; Coordinate with law enforcement agencies on criminal investigations; Prepare legal documents for Dependency Court; Testify in court proceedings.

VOLUNTEER EXPERIENCE / COMMUNITY SERVICE

General Assignment Investigations Intern,

Seminole County Sheriff's Office

January 2016 – May 2016

Oviedo, FL

Analyze crimes and crime reports; Assist detective with field investigations and surveillance; Assist detectives with interviews of victims, witnesses, subjects and suspects; Aid in the investigation of stolen property.

EDUCATION

Master's Degree

Bachelor of Science

Bachelor of Science

Public Administration

Forensic Studies

Criminal Justice

Arkansas State University, August 2023

Florida Gulf Coast University, May 2017

Florida Gulf Coast University, May 2017

CERTIFICATIONS/ACHIEVEMENTS

Certified Municipal Clerk, IIMC

Risk Management, Municipal Association of South Carolina

NIMS IS100 & 700

Contact Information -- Person ID: 34737130

Name: Casey Elizabeth O'Brien Address:

Home Phone: 4079285382 Alternate Phone: 4079285382

Text Messaging 4079285382 Email: Casey.e.obrien@gmail.com

Mobile No:

Former Last Name: Month and Day of Birth:

Personal Information

Driver's License: Yes, South Carolina?

Can you, after employment, submit proof of your legal right to work in the United States? Yes

What is your highest level of education? Master's Degree

Preferences

Minimum Compensation:

Are you willing to relocate? Yes
Will need to relocate.

Types of shifts you will accept: Day

Education

Graduate School
Arkansas State University
8/2022 - 8/2023
Jonesboro, Arkansas

Did you graduate: Yes
Major/Minor: Master in Public Administration
Units Completed: 6 Semester
Degree Received: Master's

College/University
Florida Gulf Coast University
8/2013 - 5/2017
Fort Myers, Florida

Did you graduate: Yes
Major/Minor: Criminal Justice
Units Completed: 8 Semester
Degree Received: Bachelor's

College/University
Florida Gulf Coast University
8/2013 - 5/2017
Fort Myers, Florida

Did you graduate: Yes
Major/Minor: Forensic Studies
Units Completed: 8 Semester
Degree Received: Bachelor's

High School
Oviedo High School
8/2009 - 5/2013
Oviedo, Florida

Did you graduate: Yes
Highest Level Completed: Other
Did you receive a GED? No
Degree Received: High School Diploma

Work Experience

Municipal Clerk
12/2021 - Present

City of Tega Cay
tegacaysc.gov
7725 Tega Cay Drive
Tega Cay, South Carolina 29708
803-548-3512

Hours worked per week: 40
of Employees Supervised: 0
Name of Supervisor: Charlie Funderburk - City Manager
May we contact this employer? No

Duties

Provides administrative support to City Council, the City Manager, Deputy City Manager and all departments; maintains calendars of Contracts and Agreements; researches and compiles information for reports; composes, prepares, receives, reviews, indexes and maintains routine and confidential reports, litigation files, Council agendas, meeting minutes, correspondences, ordinances, resolutions, and proclamations; responds to inquiries and concerns from the public; handles all responsibilities of the Freedom of Information Act compliance; serves as custodian of the City's official records, ensuring the proper maintenance, filing, safekeeping and destruction of all official municipal documents; prepares related reports; responsible for maintaining and codification of the Code of Ordinances, rules and regulations.; maintains memberships and terms of office of all Boards, Commissions, Committees; attends trainings, meetings, seminars, and/or workshops to enhance job knowledge and skills, including but not limited to the Municipal Clerks Institute; manages and updates the City's website to include City events, City related meetings, emergency information. Main point of contact for CodeRed and pushes mass public notifications; Aids in Risk Management to include the creation and implementation of numerous departmental policies to include Trenching & excavation, confined space, lock out tag out as well as SCMIT/SCMIRF related assessments; member of the municipality's safety committee to provide administrative assistance and connect departments with City Management. Aids in Human Resources to include managing personnel records, sending COBRA letters, Bureau of Labor & Statistics reports, time & attendance tracking, and drafting policies as it relates to the employee handbook.

Reason for Leaving

Currently employed

Telecommunications- Dispatcher
10/2021 - 12/2021

Rock Hill Police Department
120 E Black Street
Rock Hill, South Carolina 29730
(803) 329-7200

Hours worked per week: 40
of Employees Supervised: 0
Name of Supervisor: Lisa - Supervisor
May we contact this employer? Yes

Duties

Answer nonemergency and emergency phone calls from the public.; Relay gathered information via computer aided programs to law enforcement and other public service points; Dispatch appropriate entities to calls for service; File warrants; Review and maintain NCIC validations of lost or stolen property.

Reason for Leaving

Schedule complications on 12 hour night shift.

Chiropractic Assistant
4/2021 - 9/2021

Hunt for Wellness Chiropractic
9422 S Tryon Street
Charlotte, North Carolina 28273
(704) 588-1792

Hours worked per week: 37
of Employees Supervised: 0
Name of Supervisor: Tunis Hunt - Doctor
May we contact this employer? Yes

Duties

Handle patients check in, therapies, and billing at check out. Obtain insurance for scheduling new patient appointments and conduct initial examinations. On the job training for Chiropractic assistant and Xray technician

Reason for Leaving

Obtained full time position

Lead CBX
1/2021 - 4/2021

CycleBar

Hours worked per week: 20
of Employees Supervised: 3
Name of Supervisor: Leonard - General Manager
May we contact this employer? Yes

2351 Len Patterson Rd Suite 106
Fort Mill, South Carolina 29708
Business closed

Duties

Greet and assist members and visitors on bike set up; Complete sales in studio & over phone; Ensure customer retention and lead management via surveys, emails, phone calls and text messages; Train sales associate in customer service; Maintain studio.

Reason for Leaving

Left for full time position. Business closed shortly after.

Child Protection Services Investigator
5/2017 - 12/2020

Hours worked per week: 55
of Employees Supervised: 0
Name of Supervisor: Suzanne Pelo - Child
Protection Investigator Supervisor
May we contact this employer? Yes

Seminole County Sheriff's Office
100 Eslinger Way
Sanford, Florida 32773
4076655437

Duties

Investigate allegations of abuse, abandonment, and neglect reported to the Florida Abuse Hotline; Conduct interviews of children, caregivers, witnesses, and alleged perpetrators; Collect and analyze evidence; Prepare detailed reports; Coordinate with law enforcement agencies on criminal investigations; Prepare legal documents for Dependency Court; Testify in court proceedings.

Reason for Leaving

Relocated out of state

Sales Associate
6/2015 - 5/2017

Hours worked per week: 35
of Employees Supervised: 0
Name of Supervisor: Zachary Holton - Lead
May we contact this employer? Yes

Zoo Health Club
1173 Oviedo Mall Blvd
Oviedo, Florida 32765
4075421630

Duties

Maintain customer relations on a first name basis while upholding gym policies and procedures in a professional manner. Keep cleanliness of facility at an immaculate level. Handle sales of new gym memberships as well as sales of clothing and accessories to members.

Reason for Leaving

Graduated

InVEST Analyst
3/2016 - 10/2016

Hours worked per week: 24
of Employees Supervised: 0
Name of Supervisor: Shannon Seiple - Lt.
May we contact this employer? Yes

Seminole County Sheriff's Office
100 Eslinger Way
Sanford, Florida 32773
4074663747

Duties

Read, review, and analyze Domestic Violence reports through provided programs determining if the victim/victim(s) in an intimate relationship have a severe abusive situation to provide government assistance to. Coordinate directly with the clientele manager in logging when clients were taken into InVEST. Create an InVEST report in provided programs to assign to an investigator.

Reason for Leaving

Continued commuting back and forth from Fort Myers for school/ Grant Funding

Sales Associate/ Key Holder

8/2014 - 6/2015

Forema Boutique
9903 Gulf Coast Main St
Fort Myers, Florida 33913
(239)-690-9507

Hours worked per week: 25

of Employees Supervised: 2

Name of Supervisor: Sarah - Owner

May we contact this employer? Yes

Duties

Open/ Close store in timely manner. Handle cash and nightly deposit. Steam/ tag all clothing putting out 5 new items a day. Create three marketing attractions on Instagram and Facebook to promote store daily. Exceed customer expectations with supreme customer service and interaction. Maintain and replenish/refresh all displays periodically during the week.

Reason for Leaving

Relocated

Sales Associate

6/2014 - 1/2015

JCrew
10801 Corkscrew Rd
Estero, Florida 33928
239-948-3709

Hours worked per week: 20

of Employees Supervised: 0

Name of Supervisor: Elena/ Sal - Store Manager

May we contact this employer? Yes

Duties

Handle cash. Uphold store policies and procedures. Provide assistance to customers in sizes, fit of clothing, fitting rooms, and checking out. Maintain a clean store. Process shipment. Replenish clothing. Assist in roll-outs of new inventory, as well as doing inventory nights.

Reason for Leaving

Relocated

Sales Associate

6/2014 - 7/2014

Kate Spade
10801 Corkscrew Rd
Estero, Florida 33928
(239)- 498-2001

Hours worked per week: 20

of Employees Supervised: 0

Name of Supervisor: Kayla Fortune - Shift lead

May we contact this employer? Yes

Duties

Handle cash. Obtain commission based sales with store products. Provide assistance to customers in locating items, returns, transactions, and shipments to warehouse for items to be fixed. Maintain clean store, process shipment and assist in roll-outs of new inventory.

Reason for Leaving

Unprofessional managemnet

Sales Associate

1/2014 - 6/2014

Nautica
10801 Corkscrew Rd
Estero, Florida 33928
(239) -949-0871

Hours worked per week: 10

of Employees Supervised: 0

Name of Supervisor: Daniel - Manager

May we contact this employer? Yes

Duties

Perform cashier duties, product assistance and cleaning. Uphold store policies regarding returns and manage customer support and communications. Handle cash.

Reason for Leaving

Inconsistent scheduling

Sales Associate

7/2012 - 8/2013

Target

820 Oviedo Mall Blvd
Oviedo, Florida 32765
(407)-366 -5900

Hours worked per week: 20

of Employees Supervised: 0

Name of Supervisor: Nathan Messier - Manager

May we contact this employer? Yes

Duties

Perform cashier duties, product assistance and cleaning. Manage quality communication, customer support and product representation for each guest. Maintain an up-to-date knowledge of store policies regarding payments, returns and exchanges. Handle cash. Promote fast, fun, and friendly motto by putting the guest first, excelling in reaching credit card application goals.

Reason for Leaving

Moved for college

Certificates and Licenses

Type: Notary of South Carolina

Number:

Issued by:

Date Issued: 2 /2022 Date Expires: 2 /2032

Type: Risk Management

Number:

Issued by: Municipal Association of South Carolina

Date Issued: 11 /2023 Date Expires:

Type: Certified Municipal Clerk

Number:

Issued by: IIMC

Date Issued: 2 /2025 Date Expires: 2 /2035

Skills

Office Skills

Typing: 76

Data Entry: 0

Languages

English - Speak, Read, Write

Additional Information

Honors & Awards

Memorandum of recognition for highest achieving unit in state of Florida in meeting time frame for victim's seen.

Honors & Awards

Memorandum of recognition for volunteerism in coordinating cleanup of a family's residence by utilizing community resources.

Professional Memberships

Risk Management Institute of South Carolina

References

Professional

Cauthen, Nick

Development Services Director

803-415-1618

ncauthen@tegacaysc.gov

Personal

Kotlarski, Serena

Sgt.

941-626-2378

serenakotlarski@gmail.com

Personal

Swanick, Kristin

954-471-6782

kmswanick@yahoo.com

Professional

Pelo, Suzanne

Child Protection Services Supervisor

(407) 620-9541

Spelo@seminolesheriff.org

Professional

McCleave, Robert

Former City Attorney

(803) 322-4193

rwm@comporium.net

Resume

Text Resume

Attachments

Agency-Wide Questions

1. Q: Are you a current employee?

A: No

2. Q: Do you have any friends or relatives working here?

A: No

3. Q: Where did you first hear about this opportunity?

A: City Website

MERRIANE G. LAHMEUR. MPA

~~(904) 613-5742~~ | Merriane@hotmail.com

February 10, 2025

City of St. Pete Beach
Attn: Renée Narloch & Associates
155 Corey Ave
St. Pete Beach, FL 33706

VIA ELECTRONIC SUBMISSION

Re: City Clerk, City of St. Pete Beach, FL

To Whom it May Concern,

In May of 2020, I completed my Master of Public Administration degree from the University of North Florida with a 4.0 GPA. While obtaining my master's degree, I continued to work full-time with the City of Jacksonville. I have over 18 years of progressively responsible experience serving and achieving results for the consolidated City of Jacksonville. Over the years, I have gained and honed valuable skills and knowledge regarding strategic thinking, relationship building, effective communication and the use of good judgment. I am an effective professional with impeccable judgment, who gets things done.

I was excited to see the position of City Clerk for the City of St. Pete Beach posted. I believe this is a position and organization that I could bring a great deal of knowledge and skill to. My entire career with the City of Jacksonville has revolved around the legislative process in some manner.

In my current position as Chief of Legislative Services, my position is the equivalent of a Deputy City Clerk. My division is responsible for all legislative operations for a 19-member Council, including records management, creating agendas for meetings, drafting and publishing notices of public hearings, maintaining lobbyists registration lists, and many more clerk related activities. In my time as Chief, we have made great strides to provide transparency and greater access to government to the public.

In my current position, I am often recognized for thinking strategically and being steps ahead of everyone in recognizing the needs of the Council and the Council leadership team, which includes the President and Vice President of the Council. I often facilitate coordination of various departments to meet the needs of the Council and to complete the various aspects of the legislative process.

In June of 2024, I was a recipient of the Robert O. Johnson Good Government Award. This award is in recognition of performing outstanding public service and having an exemplary reputation for integrity and honesty to the City Council and the people of Jacksonville. This award exemplifies my entire public service career, and what I have always strived for.

I am happy to provide any additional information or answer any questions you may have that may assist you in your consideration of my resume. Thank you in advance for taking the time to consider me for this position. I look forward to hearing from you.

Respectfully,



Merriane G. Lahmeur

PROFILE

An MPA graduate, a head for public policy, a heart for public service, and more than 18 years' legislative, legal, training, and administrative experience achieving results for the City of Jacksonville. Skilled at managing people, processes and politics, I am highly knowledgeable about legislative matters, budgeting, customer service and local government administrative operations.

SELECTED SKILLS

- Strategic, disciplined and energetic
- Exceptionally organized; excellent time manager
- Goal-oriented
- Superior interpersonal and political judgment
- Excellent interpersonal skills, tact and diplomacy
- Effective written and verbal communication
- Forward thinking for solutions and long-term strategic organizational goals

PROFESSIONAL EXPERIENCE

Jacksonville City Council, City of Jacksonville

Chief of Legislative Services Division

May 2022 - Present

The Legislative Services Division is responsible for all legislative operations of the 19-member Council. As Chief, I am responsible for all legislative operations and records management of the Council, which includes management and oversight of 9 team members, who processes nearly 1,000 pieces of legislation annually, staffs and participates in 22 regular Council meetings and over 110 standing committee meetings annually. Within the Division is also the Value Adjustment Board Office, which processes and reviews annually over 5,500 appeals from decisions made by the Duval County Property Appraiser. Examples of my responsibilities include:

- Providing leadership to the Division and advising on problems relating to the operation and direction of the Division, which includes supervising, training, encouraging innovation, and evaluating the performance of direct reports while developing and motivating all employees.
- Managing the planning, development and establishment of policies and objectives in accordance with the initiatives set by the Council Director.
- Coordinating and implementing the Council's long range and strategic plans.
- Providing training to Council staff, the mayor's office, other city departments, Independent Agencies and Citizen Planning Advisory Committees on the legislative process, records management and sunshine law.
- Managing multiple complex legislative process software systems and various complex records of the Council and the Value Adjustment Board.

Office of General Counsel, City of Jacksonville

Legislative Affairs & Finance Manager (Senior Office Administrator)

May 2021 –May 2022

As the Legislative Affairs Manager for the Office of General Counsel, I also retained the duties of Senior Certified Paralegal, which included administrative oversight of the Legislative Affairs and Duval Delegation support staff. As the Finance Manager for the office, I was responsible for the day-to-day administrative and financial operations for an office of 64 attorneys and staff, which included assisting in oversight of staff coordination, office administration and IT administration. My responsibilities also included preparing the department annual budget (an approximately \$12 million budget) for review by the Managing Deputy and the General Counsel. I also assisted in human resource matters, such as hiring, managing, and training of both attorneys and staff. Additional examples of duties included:

- Budget tracking, budget development, audit and financial maintenance, accounts receivable and payable, procurement support, and operational analysis for the office.
- Administration of professional services contracts and office engagement contracts on behalf of the City and Independent Authorities/Agencies and payment of services for same.

(Continued)

- Providing analyses and strategic recommendations to the General Counsel, Managing Deputy and Chief Financial Officer on various operations, office administration and finance matters.

Senior Certified Paralegal

December 2012 – May 2021

(Senior Paralegal, 4+ years; Paralegal, 3 years; Legal Assistant, 1 year)

As a Senior Paralegal, I performed high-level legislative, training and senior paralegal duties. In order to facilitate the provision of comprehensive legal services for 19 Council Members, the Mayor, and 5 Constitutional Officers, I multi-tasked in an intense, fast-paced and high-stakes environment that required the ability to learn quickly, adapt to changing circumstances and complex situations, and exercise considerable political and interpersonal judgment. Examples of responsibilities included:

- Assisting in drafting legislation (over 300 pieces annually) and Committee amendments, including the annual budget bills for the Administration, and various appointment legislation for the Constitutional Officers.
- Providing training, guidance and oversight to the office, City Council, the Administration and its various departments, on the legislative process.
- Supporting the Managing Deputy on human resource related matters, office administrative and finance matters, and the annual office budget.
- Providing support in the planning and execution of multiple mayoral transitions and orientations for elected officials, including training on Sunshine Law, ethics, and the consolidated government.

Legislative Services Division, Jacksonville City Council, City of Jacksonville

Legislative Assistant II

April 2006 - December 2012

(Legislative Assistant II, 4 years; Legislative Assistant I, 2 years)

As a Legislative Assistant, I provided technical and legislative process assistance to the City Council, the Land Use & Zoning Committee, and the Value Adjustment Board. I operated in a collaborative fashion with co-workers, City Council Members, and city staff, while maintaining strict neutrality and impartiality in serving the City Council and members of the public. Additionally, I provided support to the Value Adjustment Board in its duties in review of appeals from decisions made by the Duval County Property Appraiser. Examples of my duties included:

- Providing assistance to and responding to requests and inquiries from residents regarding the legislative process.
- Training new Legislative Assistants on the legislative process and duties of the Division.
- Providing assistance to residents regarding the Value Adjustment Board process, including the petition process and general information, and coordinating hearing schedules and noticing of same.
- Updating and maintaining legislative files, complex tracking systems and various complex records of the Council and the Value Adjustment Board.

EDUCATION & CERTIFICATIONS

- Master of Public Administration, 2020 – 4.0 GPA | University of North Florida
- Bachelor of Arts in Political Science, 2003 | University of North Florida
- Emerging Leaders Development Certificate, 2023 | International City/County Management Association
- Paralegal Certification, 2013 | National Federation of Paralegal Associations
- Paralegal Certificate Course Work, 2004-05 | University of North Florida, Division of Continuing Education
- Florida Notary Public License – Expiration 5/31/2026 (Commission # HH 269119)

HONORS

- 2024 Recipient of the Robert O. Johnson Good Government Award – in recognition of outstanding public service and exemplary reputation for integrity and honesty to the City Council and the people of Jacksonville.
- 2019-2020 Academic Achievement Award for Highest GPA – University of North Florida MPA Program

AFFILIATIONS

- Florida City & County Management Association
- Jacksonville Women's Network
- International City/County Management Association
- Phi Kappa Phi Honor Society

Contact Information -- Person ID: 28941872

Name:	Merriane G. Lahmeur	Address:	
Home Phone:	(904) 613-5742	Alternate Phone:	
Text Messaging Mobile No:	9046135742	Email:	merriane@hotmail.com
Former Last Name:		Month and Day of Birth:	

Personal Information

Driver's License:	Yes, Florida
Can you, after employment, submit proof of your legal right to work in the United States?	Yes
What is your highest level of education?	Master's Degree

Preferences

Minimum Compensation:	
Are you willing to relocate?	Yes
	Yes, I am willing to relocate. I have family that lives in the area, and I am looking to relocate to the area to be closer to them.
Types of shifts you will accept:	Day , Evening , Night , Rotating , Weekends , On Call (as needed)

Education

Graduate School
University of North Florida
 www.unf.edu
 1/2018 - 5/2020
 Jacksonville, Florida

Did you graduate: Yes
 Major/Minor: Public Administration/Local Government Policy and Administration
 Units Completed: 156.00 Quarter
 Degree Received: Master's

Professional
University of North Florida, Division of Continuing Education
 1/2004 - 8/2005
 Jacksonville, Florida

Did you graduate: Yes
 Major/Minor: Paralegal Certificate Program
 Degree Received: Other

College/University
University of North Florida
 8/1999 - 12/2003
 Jacksonville, Florida

Did you graduate: Yes
 Major/Minor: Political Science/Religious Studies
 Degree Received: Bachelor's

Work Experience

Chief of Legislative Services Division
 5/2022 - Present

 Jacksonville City Council/City of Jacksonville
 www.jacksonville.gov
 117 W. Duval Street, Suite 430
 Jacksonville, Florida 32202
 (904) 255-5169

Hours worked per week: 45
 # of Employees Supervised: 6
 Name of Supervisor: Margaret Sidman - Former Council Director
 May we contact this employer? Yes

Duties

The Legislative Services Division is responsible for all legislative operations of the 19-member

Council. As Chief, I am responsible for all legislative operations and records management of the Council, which includes management and oversight of 9 team members, who processes nearly 1,000 pieces of legislation annually, staffs and participates in 22 regular Council meetings and over 110 standing committee meetings annually. Within the Division is also the Value Adjustment Board Office, which processes and reviews annually over 5,500 appeals from decisions made by the Duval County Property Appraiser. Examples of my responsibilities include:

- Providing leadership to the Division and advising on problems relating to the operation and direction of the Division, which includes supervising, training, encouraging innovation, and evaluating the performance of direct reports while developing and motivating all employees.
- Managing the planning, development and establishment of policies and objectives in accordance with the Initiatives set by the Council Director.
- Coordinating and implementing the Council's long range and strategic plans.
- Providing training to Council staff, the mayor's office, other city departments, Independent Agencies and Citizen Planning Advisory Committees on the legislative process, records management and sunshine law.
- Managing multiple complex legislative process software systems and various complex records of the Council and the Value Adjustment Board.

Reason for Leaving

I am looking for an opportunity to relocate to southwest Florida, and to continue to broaden my public service career.

Legislative Affairs & Finance Manager (Senior Office Administrator)

5/2021 - 5/2022

Office of General Counsel/City of Jacksonville
www.coj.net/ogc
117 W. Duval Street, Suite 480
Jacksonville, Florida 32202
(904) 255-5100

Hours worked per week: 45

of Employees Supervised: 3

Name of Supervisor: Margaret Sidman - Deputy
Legislative Affairs & Managing Deputy

May we contact this employer? Yes

Duties

As the Legislative Affairs Manager for the Office of General Counsel, I also retained the duties of Senior Certified Paralegal, which included administrative oversight of the Legislative Affairs and Duval Delegation support staff. As the Finance Manager for the office, I was responsible for the day-to-day administrative and financial operations for an office of 64 attorneys and staff, which included assisting in oversight of staff coordination, office administration and IT administration. My responsibilities also included preparing the department annual budget (an approximately \$12 million budget) for review by the Managing Deputy and the General Counsel. I also assisted in human resource matters, such as hiring, managing, and training of both attorneys and staff. Additional examples of duties included:

- Budget tracking, budget development, audit and financial maintenance, accounts receivable and payable, procurement support, and operational analysis for the office.
- Administration of professional services contracts and office engagement contracts on behalf of the City and Independent Authorities/Agencies and payment of services for same.
- Providing analyses and strategic recommendations to the General Counsel, Managing Deputy and Chief Financial Officer on various operations, office administration and finance matters.

Reason for Leaving

I was offered an opportunity to return as a Chief to the Division where my career started.

Senior Certified Paralegal

12/2012 - 5/2021

Office of General Counsel/City of Jacksonville
117 West Duval Street, Suite 480

Hours worked per week: 40

Name of Supervisor: Margaret Sidman - Deputy
Legislative Affairs & Managing Deputy

May we contact this employer? Yes

Jacksonville, Florida 32202
(904) 255-5100

Duties

Senior Paralegal, 4+ years; Paralegal, 3 years; Legal Assistant, 1 year

As a Senior Paralegal, I performed high-level legislative, training and senior paralegal duties. In order to facilitate the provision of comprehensive legal services for 19 Council Members, the Mayor, and 5 Constitutional Officers, I multi-tasked in an intense, fast-paced and high-stakes environment that required the ability to learn quickly, adapt to changing circumstances and complex situations, and exercise considerable political and interpersonal judgment. Examples of responsibilities included:

- Assisting in drafting legislation (over 300 pieces annually) and Committee amendments, including the annual budget bills for the Administration, and various appointment legislation for the Constitutional Officers.
- Providing training, guidance and oversight to the office, City Council, the Administration and its various departments, on the legislative process.
- Supporting the Managing Deputy on human resource related matters, office administrative and finance matters, and the annual office budget.
- Providing support in the planning and execution of multiple mayoral transitions and orientations for elected officials, including training on Sunshine Law, ethics, and the consolidated government.

Reason for Leaving

In May of 2021, I was promoted to a new position.

Legislative Assistant

4/2006 - 12/2012

Legislative Services Division/City of
Jacksonville
117 West Duval Street, Suite 430
Jacksonville, Florida 32202
(904) 255-5122

Hours worked per week: 40

of Employees Supervised: 0

Name of Supervisor: Cheryl Brown - Council
Director/Secretary

May we contact this employer? Yes

Duties

Legislative Assistant II, 4 years; Legislative Assistant I, 2 years

As a Legislative Assistant, I provided technical and legislative process assistance to the City Council, the Land Use & Zoning Committee, and the Value Adjustment Board. I operated in a collaborative fashion with co-workers, City Council Members, and city staff, while maintaining strict neutrality and impartiality in serving the City Council and members of the public.

Additionally, I provided support to the Value Adjustment Board in its duties in review of appeals from decisions made by the Duval County Property Appraiser. Examples of my duties included:

- Providing assistance to and responding to requests and inquiries from residents regarding the legislative process.
- Training new Legislative Assistants on the legislative process and duties of the Division.
- Providing assistance to residents regarding the Value Adjustment Board process, including the petition process and general information, and coordinating hearing schedules and noticing of same.
- Updating and maintaining legislative files, complex tracking systems and various complex records of the Council and the Value Adjustment Board.

Reason for Leaving

I was offered a position that would utilize my skills and knowledge and provided an opportunity for growth, while still remaining a part of the legislative process.

Certificates and Licenses

Type: Paralegal Certification

Number: 1067868

Issued by: National Federation of Paralegal Associations

Type: Florida Notary Public

Number: Notary ID 1714758 / Commission No. HH269119

Issued by: State of Florida

Date Issued: 6 /2022 Date Expires: 5 /2026

Skills

Office Skills

Typing: 76

Data Entry: 0

Additional Information

Additional Information

- Detail-oriented
- Extensive records management skills
- Strong Written Communications
- Ability to multi-task in an intense fast pace environment
- Ability to learn quickly and adapt to changing environment and complex situations
- Wide-ranging experience with computers and office equipment, including scanning equipment
- Masterful knowledge of a variety of computer programs including Microsoft Office, Adobe Acrobat Pro, Legislative Tracking System, and Workshare Compare.
- Ability to operate Audio/Visual equipment

Professional Memberships

Florida City & County Management Association
International City/County Management Association (ICMA)
Florida Association of City Clerks
International Institute of Municipal Clerks
Phi Kappa Phi Honor Society

Honors & Awards

- 2019-2020 Academic Achievement Award, UNF MPA Program
- 2024 Recipient of the Robert O. Johnson Good Government Award – in recognition of outstanding public service and exemplary reputation for integrity and honesty to the City Council and the people of Jacksonville.

Miscellaneous

ICMA Emerging Leaders Development Program - Class of Fall 2023 (October 2021 - Present)

References

Professional

Peterson, Phillip

Assistant Council Auditor/City of Jacksonville

(904) 509-3474

Phillipp@coj.net

Professional

Oberdorfer, Kirby

Director of Ethics Oversight & Compliance/City
of Jacksonville

(904) 614-1443

KOberdorfer@coj.net

Professional

Crescimbeni, John

Contract & Compliance Regulatory Manager -

DIA / Former Council Member
(904) 767-4957
JCrescimbeni@coj.net

Professional
Reingold, Dylan
Deputy General Counsel - Office of General
Counsel/ City of Jacksonville
(772) 584-4841
dtreingold@gmail.com

Resume

Text Resume

Attachments

Attachment	File Name	File Type	Created By
Lahmeur, Merriane CL.pdf	Lahmeur, Merriane CL.pdf	Cover Letter	Job Seeker
Lahmeur, Merriane.pdf	Lahmeur, Merriane.pdf	Resume	Job Seeker
UNF Transcripts Combined.pdf	UNF Transcripts Combined.pdf	Other	Job Seeker

Agency-Wide Questions

1. Q: Are you a current employee?
A: No
2. Q: Do you have any friends or relatives working here?
A: No
3. Q: Where did you first hear about this opportunity?
A: Other