



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

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, August 19, 2025
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Approval of the Agenda -

Action Request: Motion to approve the August 19, 2025 agenda.

2. Presentations -

- a. Gulf Beaches Elementary Presentation**
- b. Recognition of the Employee of the 3rd Quarter**
- c. Fire Department Proclamation - Dolphin Village**
- d. Hurricane Recovery and Preparedness Update**

3. 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.

4. Consent -

- a. Approval of the July 22, 2025 City Commission Budget Workshop #4 Minutes and the July 22, 2025 City Commission Meeting Minutes**
- b. Approve Amendment #1 to the City Manager's Contract**
- c. City Commission Approval of City Clerk Contract as Charter Officer**
- d. Approve a Nomination of Mayor Anne-Marie Brooks from the City of Madeira Beach to Represent the BIG-C on the Forward Pinellas Board**

- e. **Approve a Special Event permit for VDubs Beach Bash (Volkswagen car show) on October 4, 2025.**
- f. **Approve a Special Event Permit with street closure for the annual Belle Vista Halloween Block Party scheduled for October 31, 2025.**
- g. **Authorize the execution of a Services Agreement with Florida Parking, Inc., DBA Yellow Dawg., for asphalt road patching in the amount of \$150,000.00 annually.**
- h. **Authorize the execution of a Service Agreement with Conure Telecom Services, LLC. for OLIOS Smart License Plate Recognition solution in the amount of \$30,000 for a one-year term.**
- i. **Authorize the execution of a Service Agreement with Joe Payne Inc. for Community Development Temporary Personnel during Emergency and Non-Emergency Periods.**
- j. **Authorize the execution of a Service Agreement with C.A.P. Government Inc. for Community Development Temporary Personnel during Emergency and Non-Emergency Periods.**

5. **Action Items -**

a. Authorize the Execution of a Contract in the amount of \$393,714.75 with Hennessy Construction Services for Construction Manager At Risk Services for Fire Station 22

b. Authorize the City Manager to enter into a short-term interim Interlocal Agreement with Pinellas County for continued collection of multimodal impact fees

Authorizing the City Manager to sign an interlocal agreement to continue collecting multimodal impact fees after October 1, 2025, pursuant to the agreement and Chapter 150 Pinellas County Code of Ordinances, with a 30-day termination option.

c. Resolution 2025-21: Temporary waiver of single- and two-family landscaping and accessory structure compliance requirements during and for up to one year following a local state of emergency

A RESOLUTION OF THE CITY OF ST. PETE BEACH FINDING INTENT; PROVIDING EMERGENCY POWERS TO THE CITY MANAGER TO TEMPORARILY WAIVE AND PAUSE ENFORCEMENT OF CODE AND LAND DEVELOPMENT CODE REQUIREMENTS DURING ALL OR A PART OF THE TEMPORARY STATE OF EMERGENCY TO ALLOW RECOVERY EFFORTS ON A CASE BY CASE BASIS; AND REQUIRING REPORTING OF ALL SUCH PAUSE ACTIONS TO THE CITY COMMISSION; PROVIDING FOR SEVERABILITY, SCRIVENER'S ERRORS, CONSTRUCTION AND AN EFFECTIVE DATE AND EXPIRATION DATE.

6. **Ordinances -**

a. Final Reading of Ordinance 2025-15: Emergency Bridge Loan

AN ORDINANCE OF THE CITY OF ST. PETE BEACH AUTHORIZING A LOAN FROM THE STATE OF FLORIDA, DEPARTMENT OF COMMERCE IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$16,000,000 IN ORDER TO FINANCE OR REIMBURSE OPERATING COSTS INCURRED OR TO BE INCURRED BY THE CITY IN CONNECTION WITH HURRICANES HELENE AND MILTON; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT IN CONNECTION WITH SUCH LOAN; AUTHORIZING THE ISSUANCE OF A PROMISSORY NOTE TO EVIDENCE SUCH LOAN; DELEGATING CERTAIN AUTHORITY TO THE MAYOR, THE CITY MANAGER AND OTHER OFFICIALS TO ACCOMPLISH THE FOREGOING; PROVIDING FOR SEVERABILITY, CODIFICATION AND SCRIVENER'S ERRORS, AND PROVIDING FOR AN EFFECTIVE DATE.

Action Request: Motion to approve the final reading of Ordinance 2025-15.

b. First Reading of Ordinance 2025-17: Specifying elevation requirements for replacement of flood-damaged equipment associated with non-substantially improved and non-substantially damaged buildings

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA FOR THE PURPOSE OF AMENDING CODE OF ORDINANCES CHAPTER 98 – BUILDINGS AND BUILDING REGULATIONS, TO SPECIFY MINIMUM ELEVATION STANDARDS FOR REPLACEMENT OF FLOOD-DAMAGED EXTERIOR EQUIPMENT AND APPLIANCES NOT ASSOCIATED WITH A SUBSTANTIALLY IMPROVED OR DAMAGED BUILDING; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Action Request: Motion to approve the first reading of Ordinance 2025-17.

7. Items for Discussion -
 - a. **Announcing intent to present a resolution to declare a green reuse (brownfield) area designation for 75 Corey Avenue and 85 Corey Circle**
8. City Clerk, City Manager, City Attorney and City Commission Reports -
9. 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

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.



EMPLOYEE OF THE QUARTER (Q3)

Ginny Bodkin, Deputy City Clerk

I am excited to nominate Ginny Bodkin as Employee of the Quarter for Q3.

Prior to Amber's departure with the City, Ginny made sure the Clerk's Office was set up for success. She asked all the right questions and thought through every possible scenario we might face to ensure we were prepared. Ginny stepped up to take over the Clerk's responsibilities while a new clerk was hired. While still balancing all of her own duties, she published and recorded all City Commission meetings, Workshops, and Community meetings, in addition to attending the Advisory Board meetings, Pre- and Post-Agenda meetings, Full Management meetings, and the Strategic Leadership meetings. All of which require preparation and hours of video review for minute taking.

She made sure the Clerk's Office communicated regularly with the City's Charter Officers to ensure all needs were met in a timely manner. She stayed on top of legal advertisements, ensuring that all team members were aware of publishing deadlines as well as processing new board appointments. Despite her demanding schedule and overflowing plate, Ginny still found time to train a handful of employees on Civic Clerk and Laserfiche, making sure she's always around to answer questions and help out when needed.

When the new finance software was being introduced, she made sure to attend all training sessions and took notes for the incoming clerk. She collaborated with Devon, and they were able to submit budgets for the City Clerk's Office and the City Commission before the new clerk even arrived. During this time the Clerk's Office also participated in the City Clerk interviews, and Ginny made sure to find time to prepare and thoroughly review the applications.

Before Clerk Rose started, Ginny made sure we had Standard Operating Procedures in place to ensure a smooth transition. She prepared all the necessary materials for the new clerk, trained her on the City's software programs, and even stayed late to shadow her during her first City Commission meeting to ensure everything went smoothly. I am ecstatic to share that during all of this, the Clerk's Office never missed a beat. Everything got done—and got done well, because of Ginny.

She exemplifies dedication, initiative, and excellence. Her leadership and commitment were instrumental to the continued success of the Clerk's Office and the City.

St. Pete Beach is incredibly lucky to have her.

Prepared and submitted by Ariana Wilson-Romo, City Clerk Administrative Assistant



PROCLAMATION

Honoring St. Pete Beach Fire Rescue for Outstanding Service and Heroism

WHEREAS, on May 13, 2025, a devastating fire broke out at Dolphin Village, posing an immediate and severe threat to lives, property, and the surrounding community; and

WHEREAS, St. Pete Beach Fire Rescue responded with unwavering courage, professionalism, and swift action, arriving on scene and engaging in a difficult and dangerous firefighting operation; and

WHEREAS, despite the intense heat, smoke, and structural hazards, demonstrated exceptional coordination, endurance, and skill—working tirelessly to contain the blaze, protect neighboring structures, and ensure the safety of residents and fellow first responders; and

WHEREAS, their extraordinary teamwork and dedication under pressure exemplify the highest standards of service and reflect great credit upon themselves, their department, and the City; and

WHEREAS, the heroic efforts not only mitigated further destruction but also reinforced the community's deep trust in and appreciation for its fire service personnel;

NOW, THEREFORE, be it proclaimed that the Mayor and City Commission do hereby recognize and commend St. Pete Beach Fire Rescue for their outstanding bravery, diligence, and professionalism during the May 13th Dolphin Village fire, and extend heartfelt gratitude for their steadfast commitment to protecting life and property.

IN WITNESS WHEREOF, I have hereunto 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

Hurricane Recovery and Preparedness Efforts

August 19, 2025



Hurricane Recovery

- Historic Designations
- Permit Processing
- Demolitions
- Elevations
- FEMA Compliance
- Public Services



Hurricane Preparedness

- Public Services
- Training & Personnel
- SB 180
- Service Enhancements

Historic Designations

10/1/24 – 8/3/25

Local Historic Designation

60 applications submitted

- **45** Approved and assigned Local Historic Designation Numbers
- **12** Pending
 - 6 need additional information (e.g. Florida Master Site File, other)
- **3** Withdrawn

Certificate of Appropriateness

Demolition

27 applications submitted

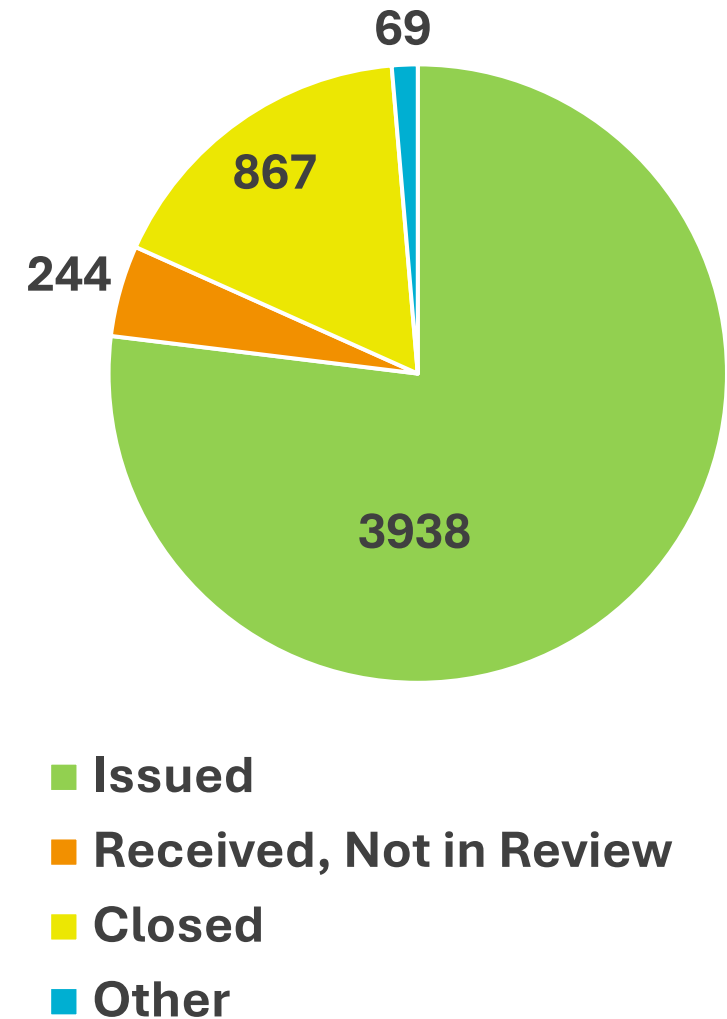
- **23** Approved
- **4** Pending, need additional information (e.g. survey, other)



Permit Processing

10/1/24 – 8/3/25

- **5,118** Applications Submitted
- Permits – Daily Average
 - Issued: 69
 - Goal: 60
- Building Permit Inspections – Daily Average
 - Inspections: 83
- Primary Challenges
 - Needing and waiting on additional documentation
 - Applicants determining next steps



Demolitions

10/1/24 – 8/3/25

- **138** Demolition Permit Applications
- **82** Issued
- **19** Closed
- Average Time for Issuance: 30 Days

** When all required information and documentation is submitted at the time of application, the City is typically able to issue demolition permits within 30 days.*



Elevations

10/1/24 – 8/3/25

- **30** Elevating Structure Permit Applications
- **13** Issued
- **0** Closed
- Average Time: 32 Days

** When all required information and documentation is submitted at the time of application, the City is typically able to issue elevating structure permits within 30 days.*



Elevate Florida

Meeting on July 30, 2025

- Over 12,000 applications submitted
- 328 Applications from SBP
- Applicants will be placed into one of four categories:
 - **Submitted to FEMA** (305 applicants)
 - **Prioritized** (~1,500 applicants)
 - **Waitlisted** (~500 applicants)
 - **Unfunded** (~9,000 applicants)
- Notifications to prioritized and waitlisted applicants began in late July
- Unfunded notifications were sent between August 5–15



Elevate Florida Help Line 877-353-8835

<https://www.floridadisaster.org/>

FEMA Compliance

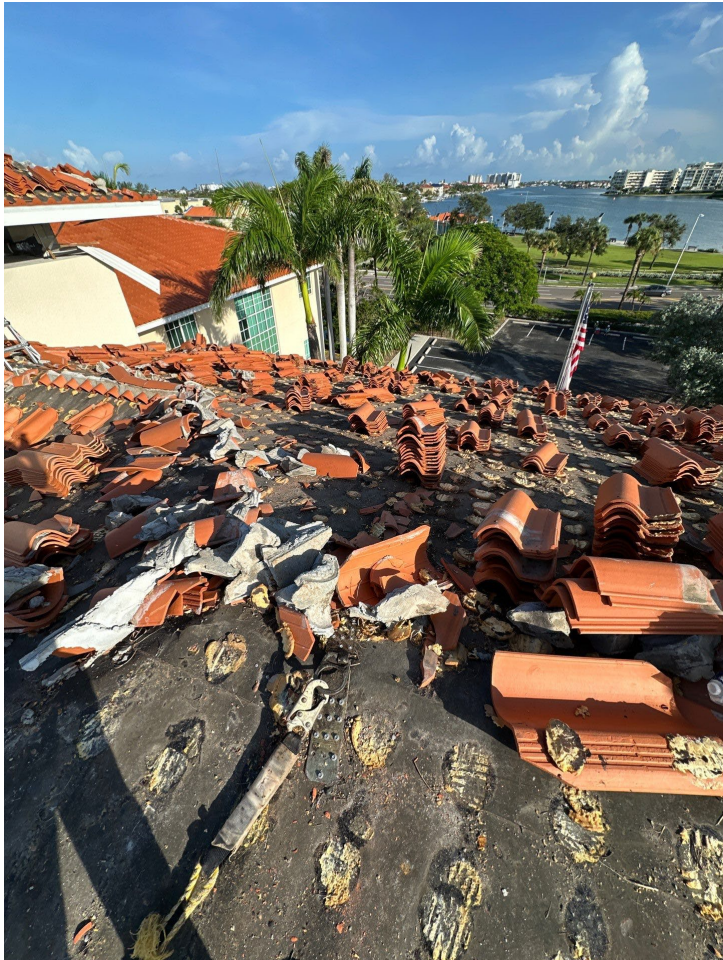
Notifications – Sent letters to property owners notifying them that we do not have a permit on file for storm related repairs.

- Approximately 1000 letters were mailed out on 4/4/25

Next Steps – Sending detailed letters to approximately 800 property owners

Send questions or responses to permits@stpetebeach.org

Recovery – Facility Roof Repairs



Facility	Start Dates	Timelines
City Hall	August 4 th	3 to 4 weeks
Warren Webster	August 11 th	2 to 3 days
Aquatic Center & Horan Park Pavillion	August 18 th	2 weeks
Community Center	August 23 rd	3 to 4 weeks

A large, solid orange circle is positioned on the left side of the slide, partially cut off by the edge.

Hurricane Preparedness



Preparedness – Generator Inspections

Preventative maintenance inspections for backup power generators at:

- City Hall
- Wastewater Pump Stations 1, 2, and 3
- (3) mobile generators staged at Public Services operations yard

These inspections help maintain the reliability and readiness of the City's backup power systems when needed

Preparedness – Bypass Pump Rentals

- Received delivery of (2) rental bypass pumps to supplement our (2) existing mobile pumps
- These units enhance the City's ability to mitigate flooding or maintain sewer operation after hurricane events



Preparedness – Vehicle Auxiliary Fuel Tank



Outfitted on utility truck to enhance mobile fueling operations of bypass pumps and mobile generators.



Preparedness

Training

- National Incident Management System (NIMS) and Incident Command System (ICS)
- Forerunner training for Damage Assessment
- EOC Functional Exercise on 8/21 - based on a major hurricane scenario

Personnel

- Request for Proposal (RFP) for Community Development Temporary Personnel during Emergency and Non-Emergency Periods



Preparedness

SB 180

- Working with staff to ensure compliance
 - Prohibition on moratoriums and more restrictive of burdens amendments to the comprehensive plan or land development regulations through October 1, 2027
 - No impact fees for same-use structures
 - No increases to building permit and inspection fees for 180 days after a declared state of emergency
 - No cumulative substantial improvement period
 - Communicating post-storm permitting and inspection procedures
 - Minimum of 40-hour permitting operations post-storm
 - Applicable changes have been incorporated into the SDAP



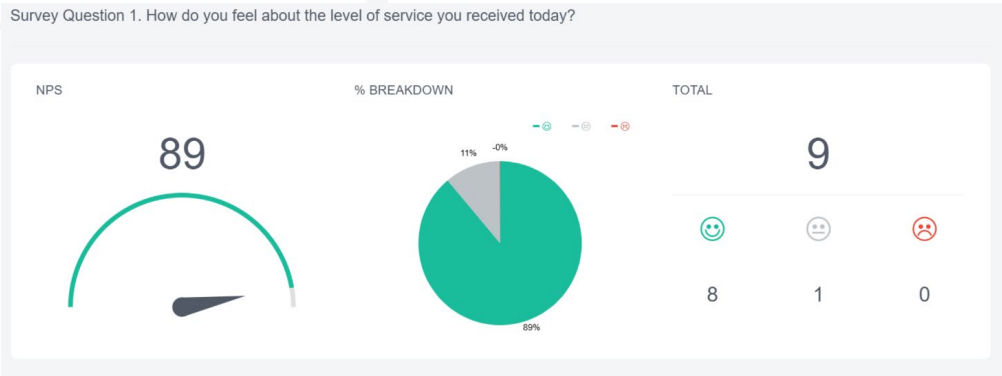
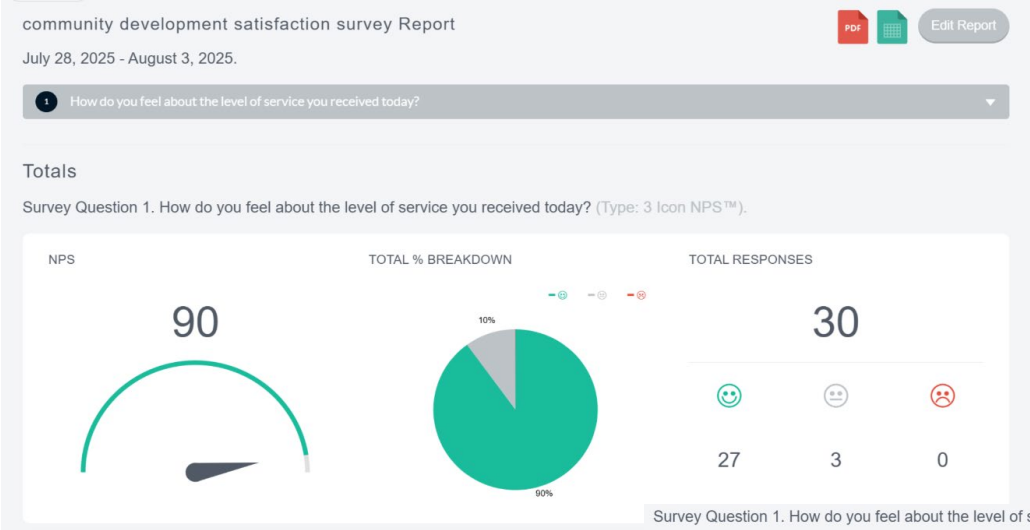
Operational Excellence

Partnering with Business Analyst to enhance internal processes through strategic deployment of new technologies and resources

- Phone system upgrades have enhanced responsiveness and call handling efficiency
- Customer Satisfaction Survey in City Hall lobby



Customer Satisfaction Survey



Responses

Survey Question 2. Is there anything else you'd like to share about your experience with us today? If no, please press next to end the survey.

Time	Date	Language	METRIC: 3 Icon NPS™	Is there anything else you'd like to share about your experience with us today? If no, please press next to end the survey.
13:39	Friday, August 1, 2025	English	😊	You need more Patty's!
13:38	Friday, August 1, 2025	English	😊	Patty is the best!
13:18	Friday, August 1, 2025	English	😊	Jennifer was great to work with
10:52	Wednesday, July 30, 2025	English	😊	Jen Daudh was very informative and gave me the exact information I need to take care of the problem

Questions?



City Commission Budget Workshop #4

July 22, 2025

4:30 p.m.

ELECTED OFFICIALS PRESENT:

Adrian Pettila, Mayor

Karen Marriott, Vice Mayor, Commissioner, District 1

Lisa Robinson, Commissioner, District 2

Betty Rzewnicki, Commissioner, District 3

Jon Maldonado, Commissioner, District 4

STAFF PRESENT:

Frances Robustelli, City Manager

Ralf Brookes, City Attorney

Renee Rose, City Clerk

Marc Portugal, Communications Manager

Jim Kilpatrick, Fire Chief

Laura Canary, Community Development Director

Devon Schmidt, Finance Director

Camden Mills, Public Services Director

Jill Sassone, Human Resources Director

Mandy Edmunds, Interim Recreation Director

Adam Poirrier, Asst. City Manager

Cathleen Bowley, Interim Library Director

Mayor Pettila called the meeting to order at 4:31 p.m.

1. BUDGET WORKSHOP #4: AD VALOREM TAX ANALYSIS & PRELIMINARY BUDGET BOOK – SUMMARY OF CHANGES

Devon Schmidt, Finance Director, said this meeting will focus on ad valorem taxes. She explained the role of ad valorem (property) taxes in funding St. Pete Beach's budget. Moving forward, this topic will be included in every budget cycle. The current budget is balanced based on the existing millage rate. Only 20% of property taxes stay within the city, while 80% goes to outside agencies like schools, the county, EMS, and special districts. The city's taxable property is made up of 30% homesteaded and 70% non-homesteaded properties. Most homesteaded properties are single-family homes, while non-homesteaded properties include condos, rentals, hotels, and other mixed-use or commercial spaces. Residential properties generate 72% of tax revenue, with the remainder coming from commercial and mixed-use. St. Pete Beach's millage rate is lower than many neighboring cities in Pinellas County. This year's rollback rate is higher than the current rate, due to reduced property values after hurricane damage. The financial impact of millage changes was also discussed. For a typical homesteaded homeowner, increasing the rate to the maximum allowed could mean up to \$287 more per year. Non-homesteaded properties would see a larger increase. Depending on which rate is adopted, the city could gain between \$140,000 and \$2.5 million in additional revenue.

The Commission discussed the proposed millage rate options and their implications for the upcoming budget. Mayor Pettila noted that the presentation only showed the effects of raising the rate but not if the rate were lowered, which is also a legal option. City Manager Robustelli explained that while lowering the rate is possible, doing so would reset the ceiling for future increases and would require recalculating the budget, which is currently balanced based on maintaining the current millage. The Commission reviewed long-term projections showing how increased millage could fund capital and resiliency projects, noting that even the maximum increase would not cover the city's full infrastructure needs, which are in the hundreds of millions. Discussion also covered funding alternatives, such as neighborhood-specific assessments, bond options, rate studies for utilities, and increasing user fees like parking to raise revenue without burdening residents. Commissioners focused on fiscal responsibility and transparency, noting the importance of tightly managing the budget and spending before asking residents for more. They expressed concern for residents still recovering financially from hurricanes and voiced support for either maintaining the current millage or lowering it to the rollback rate, not increasing it. They also highlighted the need to explore cost-saving measures internally, complete the fee studies, and investigate revenue sources like grants and impact fees. There was unanimous consensus among commissioners to proceed with the current millage rate, with the understanding that it gives the city flexibility to maintain a balanced budget while exploring other revenue strategies. The budget will be finalized based on that direction unless changes are proposed before the July 29 deadline.

Ms. Schmidt continued with a summary of budget changes since the last workshop. The EMS contribution from Pinellas County increased from \$2.9 million to \$3.7 million, and an additional \$700,000 was added for replacing rescue vehicles 22 and 23. Previously, the \$3.2 million parking transfer was included in miscellaneous revenue, but it has now been separated into its own line item. The budget also reflects an updated 4% property tax discount taken by residents and businesses. Multimodal revenue projections were revised based on a 5- to 10-year scenario, though that remains under discussion with the county. The description for the security and safety project was clarified. An additional \$3 million in revenue was added to fund Fire Station 22, matched by a corresponding expense. The Pinellas County Sheriff's Office contract was revised to clarify officer responsibilities, reduce the number of deputies from three to two, and lower the off-duty maximum from \$250,000 to \$100,000. There was discussion that the off-duty fund related to the Sheriff's contract being discretionary, meaning the funds are only used if needed. There was a clarification that the proposed reduction is from \$250,000 to \$150,000, not \$100,000 as previously misstated. This adjustment is based on actual utilization over the past two years, which has ranged between \$90,000 and \$150,000. Reducing the amount allows for better alignment with actual spending and frees up funds for other uses, though the allocated amount still occupies a place in the budget. The city does not receive any revenue from citations issued by the Sheriff's Office, including those on the beach. All those funds go directly to Pinellas County. The only area where the city collects fine revenue is through its own parking enforcement. So far this year, only one citation has been issued on the beach.

Ms. Schmidt moved on to summarize changes to the city's personnel structure and budget planning. First, a phase two leadership reorganization is taking place, reclassifying several director roles without any budget increase, such as renaming the Library Director to City Librarian and the IT Director to IT Innovation and Strategy Director. In response to the previous storm season and Senate Bill 180, a current administrative position will be upgraded to an Emergency Preparedness Specialist to centralize and strengthen emergency coordination. The city is also piloting a new benefits model using a flat "per employee per month" cost for health insurance. This simplifies budgeting by removing variability based on individual coverage selections and serves as a recruitment and retention tool. Employee health plan costs remained flat this year, creating an ideal opportunity to test this new structure. Cost-of-living adjustments remain at 2.6%, pending further CPI data. The FBRC has recommended and earmarked increased compensation for elected officials. She continued, sharing a breakdown of revenues by fund showing grants (including FEMA), wastewater service charges, and parking revenues among the top non-general fund sources. The general fund remains the largest expenditure area, followed by capital projects and wastewater operations. Projections show a total governmental fund balance of around \$14 million, but some proprietary reserves are considered low. The city plans to develop new reserve policies with input from financial advisors to ensure readiness for emergencies, especially given recent storm costs exceeding current reserve targets. The general fund balance is projected to be \$8.7 million by the end of 2026, with taxes contributing nearly half of total general fund revenues. Personnel and operating costs are the primary expenditures, along with significant transfers to capital and enterprise funds. Public safety is the largest departmental cost within the general fund. A minor adjustment was made to reallocate a building clerk role from community development to the building fund, and the leadership classification changes were reiterated. There was a discussion about IT, noting the department's 2024 actual personnel costs were \$183,000, while the 2025 budget shows a significant increase to \$460,000. The current actual for 2025 so far is \$132,000. This increase is due to staffing and structural changes; IT was previously part of the finance department, so past numbers were lower or reflected elsewhere. The 2025 budget includes a fuller, more independent staffing plan for IT, but Ms. Schmidt can provide a deeper review. She continued, stating that law enforcement and fire/EMS budgets were updated to reflect expected service revenues from the county. Public Services will now include the new Emergency Preparedness Coordinator role. Recreation was reclassified under a new Resident Services Director. Non-departmental revenues, those not tied to specific divisions, remain centralized in the General Fund. The Multimodal Fund includes placeholder projections for 2026 impact fees, pending further county discussions.

A question was raised about the difference between "miscellaneous revenue" and "other revenue," since both categories contain large amounts. Ms. Schmidt clarified that "miscellaneous revenue" includes specific types of income, like investment income, that are grouped under standardized object codes starting with certain digits (e.g., 36 for miscellaneous). These codes follow the unified accounting standards used by the State of Florida, which align with audit and reporting requirements under the Governmental Accounting Standards Board (GASB). This system, adopted this year by the city, ensures consistency and transparency for auditors, even if it feels less intuitive for general users. The categorized breakdowns can be traced using the full object code in detailed budget slides.

Ms. Schmidt updated the Capital Fund to reflect an additional \$3 million in revenue and expenditures for the Fire Station 22 project. That increase is now shown under both revenue sources and building-related expenses. The total number of funded city positions for FY2025 is 159.6, an increase partly due to limited-duration positions in the Building Department, which expanded significantly. Despite this growth, the city faces a \$1.5 million shortfall caused by decreased property values from the storms. It was noted the city is doing more with less, an improvement over prior years. Updates to the CIP include revised descriptions for the citywide safety and camera system and Fire Station 22 construction. A preview of the next budget meeting was given, where reappropriated capital projects and updated insurance renewal rates, currently budgeted at a worst-case 27% increase, will be discussed. There was a discussion on the FBRC's recommendation to increase commissioner salaries. Multiple commissioners opposed the raise, citing timing and budget limitations, and noting that their service isn't financially motivated. Although the budget contains a placeholder for an increase, any change would require a public referendum, likely during the 2026 or 2027 election, and cannot take effect until after the next election cycle.

Mayor Petrila noted a procedural flaw in how the millage rate is set. A preliminary decision was made without public comment or a formal vote, yet that decision effectively locks in the millage rate for the final budget vote in September, at which point it's too late to raise it (only reductions are allowed). To improve transparency and public input, a suggestion was made to add an extra step next year: hold a separate meeting for public comment and a formal Commission vote on the millage rate before the draft budget is finalized. Staff will review the process and implement this change for next year.

5. Adjournment

The meeting was adjourned at 5:43pm.

MINUTES APPROVED: AUGUST 19, 2025

RENEE ROSE
CITY CLERK

ADRIAN PETRILA
MAYOR

City Commission Meeting

July 22, 2025

6:00 p.m.

ELECTED OFFICIALS PRESENT:

Adrian Pettila, Mayor

Karen Marriott, Vice Mayor, Commissioner, District 1

Lisa Robinson, Commissioner, District 2

Betty Rzewnicki, Commissioner, District 3

Jon Maldonado, Commissioner, District 4

STAFF PRESENT:

Frances Robustelli, City Manager

Ralf Brookes, City Attorney

Renee Rose, City Clerk

Brandon Berry, Senior Planner

Gil Martinez, Senior Planner

Devon Schmidt, Finance Director

Laura Canary, Community Development Director

Camden Mills, Public Services Director

Adam Poirrier, Assistant City Manager

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

1. APPROVAL OF THE AGENDA

City Manager Robustelli requested to move Item 6b to be heard before presentations and Item 5a to be heard immediately following 6b before presentations.

Commissioner Robinson requested to add an item for discussion – beach ordinance.

Motion: Vice Mayor Marriott moved, Commissioner Maldonado seconded, and the motion carried 5-0 to approve the July 22, 2025 City Commission Agenda as amended.

6b. First Reading of Ordinance 2025-105: Emergency Bridge Loan

AN ORDINANCE OF THE CITY OF ST. PETE BEACH AUTHORIZING A LOAN FROM THE STATE OF FLORIDA, DEPARTMENT OF COMMERCE IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$16,000,000 IN ORDER TO FINANCE OR REIMBURSE OPERATING COSTS INCURRED OR TO BE INCURRED BY THE CITY IN CONNECTION WITH HURRICANES HELENE AND MILTON; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT IN CONNECTION WITH SUCH LOAN; AUTHORIZING THE ISSUANCE OF A PROMISSORY NOTE TO EVIDENCE SUCH LOAN; DELEGATING CERTAIN AUTHORITY TO THE MAYOR, THE CITY MANAGER AND OTHER OFFICIALS TO ACCOMPLISH THE FOREGOING; PROVIDING FOR SEVERABILITY, CODIFICATION AND SCRIVENER'S ERRORS, AND PROVIDING FOR AN EFFECTIVE DATE.

Devon Schmidt, Finance Director, provided an update on the emergency bridge loan process, which has moved to the application phase to ordinance preparation. The project team, consisting of city staff, the city attorney, city manager, bond counsel Steve Miller, and financial adviser Jeffrey Larson, has been working to finalize the details. The loan is intended to address revenue shortfalls caused by Hurricanes Helene and Milton, with estimated needs of just under \$16 million. The loan is meant to serve as a financial cushion for the general fund and wastewater utility and would only be drawn upon after the finance director confirms a shortfall affecting operations or fund balances. Following fiscal year 2026, any unused funds will be applied to prepay the loan, and a repayment plan will be set based on remaining balances. The ordinance authorizes borrowing up to \$16 million from the State of Florida for operational, not capital, costs. It delegates authority to city officials to execute the loan agreement. The loan will be repaid using non-ad valorem revenues, preserving the city's ad valorem taxing power. Terms include a 10-year (120-month) maturity with 0% interest. The mayor is authorized to sign the promissory note. This is a limited obligation loan, meaning it creates no lien on city property. The city must manage the proceeds in a separate account, and any investment or interest earnings must comply with state and local regulations.

The discussion included the idea that this is a no-recourse loan. Mr. Larson said the loan is a 10-year, zero-interest loan with no penalties for early repayment and no property pledged as collateral. He clarified that although the

loan is not tied to city assets and carries no interest, it must still be repaid using legally available non-ad valorem revenues, excluding property taxes and grants. If, after fiscal years 2025 and 2026, the city determines it has used, for example, \$1.5 million, he would return with staff to recommend a repayment plan over the remaining eight years, integrated into the city's budget process. He noted that while there's flexibility in repayment, and prepayment is allowed, the principal must be repaid by the end of the 10-year term. The funds will be kept in a separate account, and interest earned, potentially at rates like 4%. The interest earned should be regularly swept out and used to offset revenue losses, particularly in the general and wastewater funds. This approach helps maintain fund stability without needing emergency borrowing. He also noted that with the city's general fund currently at a tight two-to-three-month reserve level, the loan serves as a financial cushion to ensure continued operations after disasters. The loan closing is expected in August, following final approvals, and full proceeds will be held until needed, with usage coordinated among city leadership.

PUBLIC COMMENT

No members of the public came forward.

Motion: Commissioner Rzewnicki moved, seconded by Vice Mayor Marriott and the motion carried 5-0 to adopt Ordinance 2025-15: Emergency Bridge Loan.

5a. Authorize an Agreement with Stantec for a Community Redevelopment Area (CRA) Study and Finding of Necessity (FON) Report in the amount of \$21,720.00

Laura Canary, Community Development Director, said they will have a presentation, made part of the meeting record, from Gil Martinez, Senior Planner. He will provide an overview of the Community Redevelopment Agency (CRA) process and the purpose of the Finding of Necessity. Representatives from the Florida Institute for Built Environmental Resilience (FIBER) were also present, in partnership for the development of the CRA. This would be the first CRA established on a barrier island in Pinellas County, with a focus on resiliency and infrastructure. Matt Lewis from Stantec was available to support the discussion.

Mr. Martinez outlined the purpose and process of creating a Community Redevelopment Agency (CRA) focused on resiliency and infrastructure improvements for a designated area on the barrier island. The immediate goal is to gain approval to proceed with a Finding of Necessity (FON), which would determine if the area qualifies for CRA designation under Florida law. This step is crucial to addressing long-standing infrastructure issues worsened by recent storms and to proactively prepare for future climate impacts. A CRA is a public agency established to revitalize areas facing decline or infrastructure challenges. The proposed CRA would prioritize strengthening aging systems, reducing flood risk, and improving environmental sustainability. The identified area, though not final, aligns with over 22 capital improvement projects and runs from 87th Avenue to 37th Avenue, including Gulf Boulevard and Blind Pass Road. If the FON confirms eligibility, and both the city and county adopt the resolution, the next step is creating a community redevelopment plan. This plan would outline specific improvements, funding mechanisms, like tax increment financing (TIF), and goals tied to local planning policies. TIF captures the growth in property tax revenue over a base year and reinvests it into the CRA. A five-year projection example showed potential revenue of \$466,000, including \$210,000 from the county, funds currently out of reach without CRA designation. Once established, the CRA would be authorized to enter contracts, acquire property, apply for grants, and use TIF funds for infrastructure and public-private partnerships. The goal is to secure long-term community resilience and improve quality of life through targeted reinvestment.

Jeff Carney, FIBER, provided an overview of the FIBER program and its work, with a focus on its potential partnership in supporting the city's CRA efforts. He noted that both the mayor and city manager had participated in a recent city resilience workshop hosted by the University of Florida, highlighting the city's growing involvement in resilience planning. FIBER, based at the University of Florida, is composed of faculty across multiple disciplines and focuses on applied research to support resilient built environments. Their work combines research, real-world application, and community engagement. The institute manages specialized labs addressing everything from smart city technologies and energy efficiency to equitable disaster response and community-

based planning. It also trains future professionals in planning, design, and construction-related fields. Mr. Carney shared a case study from Cedar Key, a storm-impacted coastal community. FIBER worked there using a Resilient Florida grant to conduct vulnerability assessments, mapping community risks through GIS and innovative 3D tools. This approach helped residents understand their local vulnerabilities and led to the development of a resilience plan with over 80 action projects. To implement these efforts, Cedar Key updated its decades-old CRA, incorporating the identified resilience projects into its redevelopment strategy. FIBER and its law clinic supported this process. He said the city's current approach to creating a resilience-based CRA is timely and aligns with successful models like Cedar Key, turning resilience planning into real, economically beneficial implementation.

Ms. Canary said they are requesting approval to move forward with the Finding of Necessity study. This study will document the current conditions and establish whether the area qualifies for CRA designation. The study will provide formal evidence, which is useful even if circumstances change when coordinating with the county. The findings will serve as a valuable resource for future planning and grant opportunities. If the city chooses to proceed with creating a CRA, the first step would be a robust community engagement process. Community input will be essential from the beginning, starting with education around the FON, and becoming critical during the development of the redevelopment plan. Public involvement is central to the process, as reflected in the very name "community redevelopment."

PUBLIC COMMENT

Deb Schechner, 710 Boca Ciega Isle Dr, raised concerns about revisiting the CRA, questioning whether eminent domain is excluded and how labeling properties as blighted could affect owners. She noted the need for community buy-in before spending funds and suggested holding a public workshop to explain the benefits and potential downsides.

The discussion suggested that the CRA concept sounded promising, as it could offer a tool to revitalize struggling areas by redirecting a portion of property tax revenues (TIF) back into targeted districts for improvements like infrastructure, transportation, housing, and parking. However, concerns were raised about the downside of labeling areas "blighted," especially if no further steps are taken after a FON is established. Ms. Canary clarified that no harm would come to property owners if a FON were made but the CRA does not move forward and noted that the designation is not parcel-specific; it refers to broader area conditions. She explained the difference between a CRA's power to voluntarily acquire and dispose of property versus eminent domain, which is no longer allowed under Florida law. Questions were also raised about property value implications, timing post-hurricane, the impact on the general fund, and whether the city could internally manage the study. City Manager Robustelli said the city lacks the capacity to conduct the study and said the \$21,000 investment would be primarily for objective data collection. That data could later support future grant applications or further planning. Another discussion point was the potential loss of general fund flexibility if tax revenues are diverted to the CRA. Transparency and community buy-in before spending money was discussed, especially in areas not included in the initial study map, like Pass-a-Grille. Ms. Canary noted that boundaries can be revised later if they are contiguous and meet the required conditions. Examples from other cities like St. Augustine and Clearwater were shared to illustrate both the potential success and early challenges of CRAs. The discussion also clarified that the county must contribute at least 50% of TIF revenues if they participate, though some places start higher. There was debate about starting community engagement too early and possibly raising expectations before the FON data is available. The CRA, if created, could serve as a platform to secure matching grant funds in the future. If this CRA is not pursued, the findings could be useful for other strategies like resilience planning or interlocal agreements.

Motion: Vice Mayor Marriott moved, seconded by Commissioner Rzewnicki and the motion carried 4-1 to authorize an agreement with Stantec for a Community Redevelopment Area (CRA) Study and Finding of Necessity (FON) Report in the amount of \$21,720.00. Commissioner Robinson voted no.

2. PRESENTATIONS

a. Follow-up Presentation by Calvin Giordano and Associates (CGA) regarding the impact of SB180 on the Comprehensive Plan and Land Development Code regulations

Community Development Director Laura Canary introduced Jim Hickey from CGA, to provide an update on the comprehensive plan, which had previously been put on hold. Mr. Hickey explained that no additional work had been done since May, pending direction from the commission. During that time, a new state law was signed by the governor, which imposes significant restrictions, particularly around local regulations like building height limits. Legal action is being considered by municipalities, but any resolution could take years. Given the new constraints, he recommended focusing on the Town Center (TC1 and TC2) districts rather than the Large Resort District, where regulatory changes are now limited. He suggested targeted public engagement, first separately with business and property owners, then with residents, and ultimately bringing both groups together, to develop thoughtful, balanced updates. Because the Town Center has smaller parcels and varied uses, redevelopment requires more nuanced planning. He noted that if the city proceeds with a CRA, the proposed Town Center updates could align with that effort. He concluded by presenting the commission with the option to move forward with this revised focus or to pause the process entirely and revisit it later.

The commission discussed the option of putting the planning project on hold for six months to a year to wait for clearer outcomes from ongoing litigation related to SB180 and potential developments regarding the CRA. Mr. Hickey said that the Town Center area could still benefit from efforts aimed at incentivizing development rather than imposing new restrictions, especially given recent legislative limitations. He also reiterated the importance of engaging separately with property owners and residents before bringing everyone together to understand differing perspectives. Commissioners noted that the recent hurricanes had revealed zoning inconsistencies, such as areas where residential uses do not align with commercial zoning, creating challenges for rebuilding. These issues could be addressed without a full comprehensive plan update but rather through targeted amendments to the zoning code. It was discussed that city staff can handle the detailed work of addressing specific zoning challenges and present options for the commission's consideration when ready. There was consensus to put the project on hold.

b. Proposed Amendments to the Noise Ordinance

Brandon Berry, Senior Planner, presented proposed amendments to the Noise Ordinance. The presentation was made part of the meeting record. This is a follow-up to a community meeting held earlier regarding the city's noise ordinance. Two main options had been explored for revising the ordinance. The first involved lowering the existing decibel limits, which currently allow 65 dB during the day and 55 dB at night. This approach presents challenges, especially for long-standing businesses or uses that might become non-compliant under stricter limits. Certain areas of the city already have high background noise levels, making it impractical to enforce lower limits since it's difficult to measure violations below ambient noise. The second option previously presented to the commission involves adopting a "plainly audible" standard, which is used in other Florida communities. This standard defines a violation as sound that can be clearly heard from a certain distance. The main issues with this approach are determining a reasonable distance, deciding on potential exemptions, and setting specific time frames for enforcement. Mr. Berry noted the need for a clear and enforceable ordinance that can be supported with existing equipment and training, such as standard decibel meters and enforcement protocols learned through Pinellas County Sheriff's Office training. He said that most complaints stem from relative noise, how loud a sound is compared to the surrounding environment, rather than whether it violates an absolute decibel limit. As an example, a 60 dB sound in a commercial area might be acceptable, but the same level at night in a residential neighborhood could be disruptive. In many cases, residents report noise that does not technically violate current standards but still significantly disturbs them when compared to the quieter ambient levels at their location. To address this, some cities have adopted a hybrid approach. An example of Naples was given, where an ordinance includes both absolute limits and a relative standard stating that no sound source should exceed the background level by more than five decibels. The goal is to preserve peace during appropriate hours by considering both the intensity of a sound and its context. He concluded by asking the commission for direction on whether to proceed

with changes, noting the importance of having an ordinance that can be enforced with current tools and personnel.

The discussion centered around the proposed approach to enforcing noise complaints, especially during nighttime hours. The process would involve code enforcement responding to a complaint by first taking a sound reading at the complainant's property while the noise is ongoing. Then, the source of the noise would be paused, and a second reading is taken. If the difference between the two readings is greater than five decibels, it would be considered a violation. This five-decibel threshold is significant due to the exponential nature of sound, where even small increases represent a substantial change in volume. This process is aligned with current code enforcement practices, and the proposed changes would codify what is already commonly done, offering clearer legal backing and structure. It would apply primarily during "wind-down" hours (7 p.m. to 7 a.m.), extending the stricter noise controls beyond the current 10 p.m. to 7 a.m. ordinance. Daytime issues would still be addressed case by case. The ordinance would exempt special events approved by the city, such as block parties or concerts in the park, as well as uses governed by conditional use permits (CUPs), which often include stricter requirements. Mr. Berry noted these changes wouldn't change the CUP process but would standardize commonly expected conditions, such as management-controlled volume restrictions, for outdoor music uses. The goal is to give applicants predictability and help streamline approval. Questions were raised about enforcement logistics, including equipment availability (the city has two decibel readers), calibration and training (handled by the sheriff's office), and after-hours staffing. There was some uncertainty about the enforcement process following a violation, including how it ties into CUP reviews and communication between departments, which staff promised to clarify later. There was consensus to move forward with drafting the ordinance language.

3. PUBLIC COMMENT

Vincent Tormenia, 3514 Casablanca Ave, thanked staff and the commission for preventing flooding on Casablanca Ave. He asked for an update on the state case against the former commission. He announced that the post office would reopen in two weeks. City Attorney Brookes said he cannot provide comment at this time.

Kathy Garchow, 3607 Casablanca Ave, shared her concern about the city's financial instability, supporting a \$300 annual tax increase to invest in long-term infrastructure rather than short-term fixes. She noted the need for a \$16 million bridge loan, low general fund reserves, and lack of funding for \$70 million in planned resiliency projects, requesting the commission explain how those will be funded. Mayor Petrila explained that the \$16 million bridge loan was needed because the city had exhausted its reserves on emergency services and FEMA reimbursements could take years. The loan, which carries no interest or payments, serves as a financial safety net for future emergencies. Rather than raising taxes on residents, the commission is exploring alternative revenue sources, such as adjusting fees and increasing parking rates, especially for visitors. He emphasized that the city needs more revenue but chose not to burden residents right now. Regarding resiliency, the actual funding need is around \$200 million, not \$70 million, and the city is actively working on strategies to secure those funds.

Deb Schechner, Boca Ciega Isle Dr, criticized Commissioners Marriott and Rzewnicki for saying public input influenced their choice of Mr. Shiros as interim District 4 commissioner when they ignored resident opposition during votes on the Tradewinds and Sirata Resorts. She asked for updates on Publix and the Kash & Karry site.

4. CONSENT

- a. Approval of the July 8, 2025 City Commission Budget Workshop #3 Minutes and the July 8, 2025 City Commission Meeting Minutes
- b. Consider Appointments to the Police Pension Board
- c. Authorize a work order with Rowland, Inc., for temporary barrier wall and erosion control at Gulf Way from 1st Ave to 9th Ave in the amount of \$84,590.00
- d. Approve the purchase of workstations with The CI Group/Laura Burkhart, in the amount of \$28,547.14 for the Community Development office

Commissioner Robinson requested to pull 4d and Commissioner Rzewnicki requested to pull 4c for further

discussion.

Motion: Vice Mayor Marriott moved, Commissioner Robinson seconded, and the motion carried 5-0 to approve the July 22, 2025, City Commission Consent Agenda as amended.

4c. Authorize a work order with Rowland, Inc., for temporary barrier wall and erosion control at Gulf Way from 1st Ave to 9th Ave in the amount of \$84,590.00

Commissioner Rzewnicki questioned the necessity of spending \$84,000 on a temporary barrier when a permanent solution is planned for 2026. After reviewing the site and observing differences in sand and wall conditions on each end of Gulf Way, she noted damage may have been made worse by sand removal efforts. She asked whether the temporary fix addresses a safety issue and was concerned that placing a new barrier in the same spot might not prevent future damage.

Camden Mills, Public Services Director, explained that the proposed temporary barrier would be placed on the west side of the sidewalk, closer to the dune, like existing structures north of 9th Avenue. The permanent wall would also follow this placement. While some wall sections were removed post-storm due to safety concerns like exposed rebar, the impact from sand cleanup efforts is not clear. The temporary wall is meant to provide protection during the upcoming storm season, as the permanent solution, scheduled for fiscal year 2026, will take time due to design, contracting, and construction phases. Community feedback has shown strong support for having something in place in the meantime.

There was further discussion that the community's concerns about the temporary barrier were for protection from windblown sand, storm surge, and preventing people from walking on the dunes. The barrier would look like concrete highway jersey barriers and wouldn't resemble the old wall. The temporary barrier isn't FEMA-eligible, but the permanent wall replacement, planned for fiscal year 2026, is a FEMA project, estimated at around \$3 million, including wall and road repairs. The permanent wall will have a deeper foundation to prevent overturning and damage caused by water and sand movement. Community support, especially in District 4, is strong due to ongoing hurricane season risks.

Motion: Commissioner Maldonado moved, Commissioner Robinson seconded, and the motion carried 5-0 to approve Consent Item c - Authorize a work order with Rowland, Inc. for temporary barrier wall and erosion control at Gulf Way from 1st Ave to 9th Ave in the amount of \$84,590.00

4d. Approve the purchase of workstations with The CI Group/Laura Burkhart, in the amount of \$28,547.14 for the Community Development office

Commissioner Robinson raised questions about the purchase of 13 workstations for 7 limited duration personnel. She asked if other space, like underused conference rooms, can be better utilized, such as relocating technical review upstairs, to save money. Mayor Petrila said the issue isn't physical space, but giving staff proper workspaces instead of tables. City Manager Robustelli said conference rooms are overused, she created a small meeting space in her office for groups of six or fewer. She wouldn't ask staff to work all day at a conference table due to ergonomics and comfort. While cubicle sizes might be slightly reduced, the savings would be minimal. Further discussion supported the project, recognizing that staff explored less expensive options, but ergonomics, staff health, welfare and morale play a critical role.

Motion: Mayor Petrila moved, Vice Mayor Marriott seconded, and the motion carried 5-0 to approve Consent Item d - Approve the purchase of workstations with The CI Group/Laura Burkhart, in the amount of \$28,547.14 for the Community Development office.

5. ACTION ITEMS

a. Authorize an Agreement with Stantec for a Community Redevelopment Area (CRA) Study and

Finding of Necessity (FON) Report in the amount of \$21,720.00

6. ORDINANCES

a. Final Reading of Ordinance 2025-10: Amendments to Land Development Code DIVISION 26 – SIGN ORDINANCE

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA FOR THE PURPOSE OF ADOPTING AMENDMENTS TO LAND DEVELOPMENT CODE DIVISION 26 SECTIONS 26-1 THROUGH 26-42 ENTITLED SIGN ORDINANCE TO ENSURE CONTENT-NEUTRAL SIGN DEFINITIONS, STANDARDS, REGULATIONS AND REQUIREMENTS, AND ADOPTING AMENDMENTS TO THE REQUIREMENTS FOR PERMITTING, ENFORCEMENT, AND MAINTENANCE FOR NEW, EXISTING AND NONCONFORMING SIGNS IN ALL ZONING DISTRICTS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Brandon Berry, Senior Planner, summarized changes from the last meeting based on Commissioner comments. The presentation is made part of the meeting record. Two comments were received to make amendments:

1. Vehicle Signs Definition (Page 162/Ordinance page 8):

The original definition was unclear and has been revised to clarify that any vehicle parked contrary to commercial vehicle standards (assuming it has signage) is considered a vehicle sign. There was feedback about allowing exceptions for residential vehicles, especially personal vehicles with commercial wraps, so they are not subject to the 72-hour removal rule applied to commercial/mixed-use vehicles. The proposed change is to replace “commercial or mixed use” with “non-residential” to better reflect the intent to exempt residential properties from this rule. The existing restrictions on commercial vehicles (longer than 20 feet, taller than 10 feet) parking overnight on residential property remain unchanged.

2. Transitional and Emergency Signage (Page 183/Ordinance page 29):

The current state-of-emergency signage rules remain unchanged. The commission requested allowing additional signage for parcel-specific catastrophic events (like a fire affecting a single property, not a citywide emergency). The amendment would permit one additional temporary sign (e.g., a sandwich board) during the repair of that property, as approved by the city manager, without overly strict regulations.

There was discussion about an inconsistency in the allowed display period for election signs. The current draft shows 30 days before and 2 days after an election, but the candidate handbook lists 45 days before and 7 days after. Previously, the code had no defined timeframe. There was also a question about whether the Beach Theatre's dual marquee signs were considered under the code. Staff confirmed that the theater had a variance for their signage and that the current ordinance allows additional signs for theaters, so no change is needed. Consensus was reached to restore the 45-day election sign timeframe and align the 2-day post-election limit with other temporary signage rules.

PUBLIC COMMENT

No members of the public came forward.

Motion: Vice Mayor Marriott moved, seconded by Commissioner Rzewnicki and the motion carried 5-0 to adopt Ordinance 2025-10: Amendments to the Land Development Code DIVISION 26 – SIGN ORDINANCE, as amended to incorporate changes.

b. First Reading of Ordinance 2025-105: Emergency Bridge Loan

7. ITEMS FOR DISCUSSION

a. Announcing intent to present a resolution to declare a green reuse (brownfield) area designation for 75 Corey Avenue and 85 Corey Circle

Brandon Berry, Senior Planner, said it's a statutory requirement that this is announced prior to bringing it forward.

There will be a resolution on the next agenda. It involves expanding a 2022 declaration for the Corey Landings property to include two newly acquired parcels. The owner is actively remediating the properties and pursuing tax credits and related benefits. The resolution does not commit to any development, and the applicant's attorney will be present at the next meeting. This resolution will go through two readings. City Attorney Brookes said the resolution does not approve any specific development plan. It requires an end use designation for the property, any permitted use that returns the site to productive use and creates at least 26 jobs.

b. City Manager Annual Review

City Manager Frances Robustelli provided a performance evaluation update and reflected on her first year in the role. She expressed gratitude for the opportunity to serve and summarized feedback from the 360-evaluation process, which included input from staff and commissioners. Key improvement areas identified were communication, community engagement, cross-department collaboration, customer service, and infrastructure planning. Positive feedback included enhanced transparency, strong leadership during storm recovery, effective staffing, and improved financial reporting. She outlined future goals, including closing the infrastructure funding gap, organizational changes, and aligning the strategic plan with the budget. She also proposed a contract amendment to include the same cost-of-living adjustment (COLA) pending approval in the upcoming budget to be effective the same date as staff's COLA and one additional week of paid time off.

The discussion expressed praise and appreciation for the City Manager's performance during a particularly difficult year. It was acknowledged that she stepped into the role during a period of internal instability, including the abrupt departure of a previous city manager and a wave of commission resignations, followed by two historic hurricanes. Despite these challenges, she provided steady leadership, helping to restore organizational structure, improve responsiveness, and guide the community through recovery. The discussion called attention to her decision to purchase a home in the city and live among the residents; it demonstrated a commitment that went beyond holding the position. Her hands-on approach and transparency, particularly in choosing to submit discretionary spending items to the commission when not required to, were commended as signs of integrity and respect for public trust. The City Manager's openness to feedback was highlighted through her participation in two separate 360-degree evaluations, something prior managers had refused, giving staff across departments a voice in the review process. Improved resident engagement and satisfaction, faster response times, and progress in areas like stormwater management and financial reporting was also recognized. While the topic of her compensation was raised, there was support for her request for a cost-of-living adjustment and additional paid time off, citing the extraordinary circumstances she faced and the improvements she brought to the organization. It was noted that her actions, like her choice to embed herself in the community, reflected a level of dedication that went beyond expectations, and there was support to see her continue in the role long-term.

c. Beach Ordinance

Commissioner Robinson said she heard concerns from residents about separating the three elements of the beach ordinance. Sue suggested that the last two elements, which are related, may be better combined to ensure consistency in regulations affecting both hotel and residential beach use. Combining these elements could help create uniform rules for issues like umbrellas and alcohol on the beach, rather than having different standards on each side. The discussion noted that the City Attorney recommended splitting the ordinance to reduce the risk that a legal challenge to one part would invalidate the entire ordinance. The intent was to pass the less controversial sections first and address the more complex parts later with stakeholder input. It was noted that this reasoning hadn't been clearly explained in earlier meetings. Senate Bill 180 was mentioned, and the ordinance is being reviewed to ensure compliance, as the bill affects development-related regulations but not behavioral ones.

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

City Clerk – had no report

Frances Robustelli, City Manager – had no report

City Attorney Brookes – He is attending the Florida Municipal Attorneys Association conference, where topics will include noise ordinances, covering the good, bad, and ugly, as well as updates on federal contracting requirements under the new administration and the new state legislation, including Senate Bill 180.

Commissioner Maldonado – He will keep all District 4 board and committee member appointees. He talked with all of them and they still want to serve.

Commissioner Rzewnicki – She has had meetings with Belle Vista and Don Cesar neighborhoods and will announce a park meeting for the other areas of District 3.

Commissioner Robinson – She attended the FDOT meeting for Blind Pass Rd. She is hosting her Library Hours August 5 from 5pm-5:45pm.

Vice Mayor Marriott – She also attended the FDOT meeting for Blind Pass Rd. She spoke with the owners of the former Winn Dixie. They are actively seeking tenants. She heard that both Woody's and Willie's, both favorites in D1, may be returning.

Mayor Petrila – He asked Ms. Robustelli to provide updates on beach renourishment, Publix, and the Bayway Butcher shop. Vice Mayor Marriott said the Bayway Butcher shop got permits and are under construction with a plan to open in November. City Manger Robustelli said the county has approved beach renourishment for the entire barrier islands, with the value to St. Pete Beach estimated at about \$1.2 million. Work is expected to begin in August and take roughly 10 weeks to complete. Regarding Publix and the shopping center, the property manager recently indicated they are considering either remodeling or rebuilding Publix with an elevated design including parking. They have discussed stormwater and drainage issues as part of any new project, but no final decisions have been made yet.

Mayor Petrila adjourned the meeting at 8:37pm.

MINUTES APPROVED: AUGUST 19, 2025

RENEE ROSE
CITY CLERK

ADRIAN PETRILA
MAYOR

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

Agenda Report

Agenda Title Name: Approve Amendment #1 to the City Manager's Contract

Action Request:

Strategic Objective: Operational Excellence

Date: August 19, 2025

Prepared By: Jill Sassone, Human Resources Director
Ralf Brookes, City Attorney

Through: Frances Robustelli, City Manager

Summary of Issue: The First Addendum to the City Manager's Contract incorporates the changes previously approved by the City Commission on July 29, 2025 to apply to the City Manager's second year of employment, which began on July 8, 2025. The employment contract addendum includes:

Section 8.1 Base Salary

Employee's base salary shall be increased as of September 29, 2025 to match any increase granted for cost of living adjustments (COLA) at the same COLA percentage increase as the general and management employees. Using the effective date of 9/29/25 (the start of a new pay period), prevents the administrative burden of needing to calculate two separate pay rates for each employee in a single pay period.

Section 9.1 Paid Time Off

Each year thereafter, upon her Anniversary Date, twenty-five PTO days increases to thirty (30) PTO days and will be awarded that will accrue and may roll over if unused during any year. Additionally, the following contract language shall be deleted and no longer applicable: *'Employee may have no more than a maximum accrual of ten (10) PTO days on the Anniversary Date each year. Any PTO days in excess of (10) days in Employee's bank as of the Anniversary Date are forfeited and do not roll over.'*

Funding:

Attachments:

1. First Addendum to City Manager Agreement July, 2025

**CITY OF ST. PETE BEACH, FLORIDA
FIRST ADDENDUM TO CITY MANAGER EMPLOYMENT AGREEMENT**

THIS FIRST ADDENDUM TO CITY MANAGER EMPLOYMENT AGREEMENT (the “Addendum”) is made and entered into this ____ day of _____, 2025, by and between the CITY OF ST. PETE BEACH, FLORIDA, a Florida municipal corporation (the “City”), and Frances Robustelli, an individual (the “Employee”) (collectively the “Parties”), concerning that certain City of St. Pete Beach, Florida City Manager Employment Agreement, dated the 24th day of April, 2024 setting her first date of employment as July 8, 2024 (“Agreement”).

W I T N E S S E T H:

WHEREAS, City and Employee desire to amend the Agreement pursuant to Section 18.1 of the Agreement, which expressly authorizes the Parties to amend the Agreement by executing a written amendment signed by both Parties.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the receipt and adequacy of which is hereby acknowledged, the Parties agree 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. For purposes of the amendments set forth in this Addendum, additions are set forth in underlined (underlined) text, and deletions are set forth in strikethrough (~~strikethrough~~) text.

2. Base Salary. Section 8.1 of the Agreement shall be amended as follows:

Section 8.1 The City agrees to pay Employee for her services as City Manager an annual base salary of two-hundred forty thousand U.S. Dollars and 00/100 (\$240,000.00), which shall be paid on a pro-rata basis, payable on the City’s pay schedule, as is applicable to all other City employees. Employee’s base salary shall be increased as of September 29, 2025 to match any increase granted for cost of living adjustments (COLA) at the same COLA percentage increase as the general and management employees. Employee may be entitled to an increase in compensation as determined by the City Commission upon each Anniversary Date as a result of a performance evaluation administered by the City Commission. Such evaluation shall be in accordance with criteria established by the City Commission, and such criteria shall be based upon the description of the City Manager’s responsibilities in the City Charter, City Code, and directives and guidelines established by the City Commission. The City Commission may review Employee’s performance evaluation and determine Employee’s increase, if any, no later than Sixty (60) days after the Anniversary Date or in a time frame as otherwise determined by the City Commission. Any approved increase shall be effective as of the Employee’s Anniversary Date. Employee’s base salary will not be reduced except as part of a general salary reduction or cutback or as otherwise agreed to in

writing by the Parties. Nothing herein prohibits the City Commission from conducting a review or evaluating the City Manager's performance formally or informally at any time it deems appropriate.

3. Paid Time Off. Section 9.1 of the Agreement shall be amended as follows:

Section 9.1 Employee shall be entitled to paid time off (PTO) as set forth in this Agreement in lieu of any other leave or PTO available to City Employees. As of her Start Date, Employee will be awarded twenty (20) PTO days. Employee may take no more than two (2) consecutive weeks of PTO within the first year of employment. Each year thereafter upon her Anniversary Date thirty (30) ~~twenty-five (25)~~ PTO days will be awarded that will accrue and may roll over if unused during any year. Upon termination of this Agreement, Employee shall be paid 100% of all accrued but unused PTO except Employee will not receive any payment for PTO if Employee is terminated for cause pursuant to Section 4.5. ~~Employee may have no more than a maximum accrual of ten (10) PTO days on the Anniversary Date each year. Any PTO days in excess of (10) days in Employee's bank as of the Anniversary Date are forfeited and do not roll over.~~

4. Effective Date. This Addendum shall become effective upon the date that this Addendum is signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

EMPLOYEE:

Frances Robustelli

Date: _____

ATTEST:

CITY OF ST. PETE BEACH:

Renee Rose, City Clerk

Adrian Petrila, Mayor

Date: _____

Approved as to form and legal sufficiency for the
use and reliance of the City of St. Pete Beach only:

Ralf Brookes, City Attorney

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

Agenda Report

Agenda Title Name: City Commission Approval of City Clerk Contract as Charter Officer

Action Request: Motion to Approve City Clerk Contract

Strategic Objective: Operational Excellence

Date: August 19, 2025

Prepared By: Renee Rose, City Clerk

Through: Frances Robustelli, City Manager

Summary of Issue: The City Commission previously approved hiring Renee Rose as the City Clerk and delegated the authority to negotiate and prepare the City Clerk's contract based on the direction of the City Commission at the Regular Meeting held on April 08, 2025. The contract for the City Clerk is hereby placed on this Regular Meeting Agenda for formal adoption by the City Commission. Staff recommends the City Commission approve the contract with City Clerk Renee Rose as a City Charter Officer with an effective date corresponding to the Clerk's first date of employment.

Funding:

Attachments:

1. City Clerk Employment Contract with Exhibit_a - S. Renee Rose - signed

CITY CLERK EMPLOYMENT CONTRACT

THIS CONTRACT (hereinafter “Contract”) is made and entered into on the 5th day of May 2025 (“Effective Date”), by and between the City of St. Pete Beach, Florida, a Florida municipal corporation, (the “City”) and S. Renee Rose, an individual, (“Employee” or “City Clerk”) (“City” and “Employee” collectively are the “Parties”) pursuant to the following terms and conditions:

RECITALS

WHEREAS, the City desires to employ the services of Employee as City Clerk as provided by Sec. 3.09 and Article IV of St. Pete Beach City Charter (“City Charter”); and

WHEREAS, Sec. 4.05 of the City Charter gives the City Commission sole authority to hire the city clerk, and sole authority to discipline or discharge the city clerk; and

WHEREAS, Sec. 4.05 of the City Charter mandates that the city clerk shall keep and have the care and custody of the books, records, papers, legal documents and journals of proceedings of the city commission and shall carry out such additional duties as may be required by the commission; and

WHEREAS, Sec. 2-134 of the City Code of Ordinances establishes that the City Commission shall have the sole and exclusive authority to hire, to terminate and to discipline the city clerk; and

WHEREAS, the City desires to provide certain benefits and to establish certain conditions of Employee’s employment; and

WHEREAS, Employee desires to accept employment as City Clerk pursuant to the terms of this Contract.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

The above recitals are true and correct and are incorporated herein by reference. This Contract supersedes any previous Contract that may or may not exist between the Parties whether verbal, oral, implied or in writing.

ARTICLE I TERMS AND CONDITIONS - THE CITY

1.0 The City agrees as follows:

1.1 The City hereby appoints Employee as its City Clerk to exercise responsibilities and duties consistent with the terms, conditions and covenants of the Personnel Policies and Regulations (“PRR”) of the City, and the City Charter, as those documents may from time to time be amended. Further, Employee shall be subject to the general direction, supervision and orders and the overall responsibility to the legislative, statutory duties and secretarial support needs of the City

Commission. Employee agrees to accept the appointment as City Clerk and agrees to exercise Employee's best efforts in performing said duties.

1.2 The City will pay and compensate the Employee the base annual salary of \$95,000.10. The term of this Contract is for one year from the Effective Date, subject to the right of the City Commission to terminate Employee by majority vote of the City Commission. Each subsequent year for the term of this Contract, the City Commission shall complete a review of the Employee's performance hereunder approximately sixty (60) days prior to the Renewal Term expressed in section 3.0 herein. The City Commission may grant a salary increase that it deems appropriate, following the annual review. The compensation of the City Clerk shall be fixed by the Commission and shall not be reduced during her tenure, except as a part of a general salary cutback. Employee recognizes and acknowledges that she is an employee at will, and that this Contract provides any and all remedies available to Employee in the event it is terminated.

1.3 To provide Employee with the same benefits, as established by the City's then current PRR. and other management benefit plans for City Department Directors as may be amended from time to time by the City in its sole discretion.

1.4 To contribute an amount equivalent to 12% of Employee's salary to a 401(a) Account for the Employee to be established through the City's 401(a) Plan, or in an amount equal to the amount provided for other City Department Directors which is subject to change in the City's sole discretion.

1.5 That the Employee is subject to paid time off ("PTO") hours as expressed in the City's current PRR, and more specifically the equivalent of the Managerial, Administrative, Professional, Supervisory ("MAPS") classification hours in the PRR as depicted in the table below. Employee's PTO as set forth below shall not be reduced without prior mutual consent of the Parties.

Completed Continuous Months of Service	Bi-weekly Accrual	Annual Accrual	Max Accrual End of FY
0 to 59 Months	5.539 hours	144 hours/18 days	240 hours
60 to 119 Months	7.077 hours	184 hours/23 days	280 hours
120 + Months	8.616 hours	224 hours/28 days	320 hours

1.6 The City agrees to budget and pay for the reasonable professional dues, subscriptions and meetings/conferences to continue the professional development of Employee, including but not limited to International Institute of Municipal Clerks, Florida Association of City Clerks, Pinellas County Municipal Clerks Association, Certified Municipal Clerk designation, Master Municipal Clerk designation, and Notary Public license.

1.7 Employee shall be evaluated annually by the City Commission based on written goals and objectives agreed upon by the Parties.

ARTICLE II

TERMS AND CONDITIONS - CITY CLERK

2.0 The Employee agrees as follows:

2.1 To be employed by the City in the capacity of City Clerk of the City, subject to the overall direction, supervision and orders, and the overall responsibility to the legislative, administrative and statutory duties of the City Commission.

2.2 In addition to Employee's responsibilities referenced in Article 2.1 above. Employee agrees to fulfill the duties and responsibilities expressed in the City Charter and current "City Clerk" job description, (attached as Exhibit 'A'), as amended from time to time by mutual consent of the Parties, maintained by the City's Human Resources office and other job duties reasonably assigned from time to time by the City Commission.

2.3 Employee shall fulfill the obligations and responsibilities that are customarily attributed to the position and title of City Clerk, shall perform all of the duties, work services and functions as set forth in the City position description for the position City Clerk and in this Contract. The Employee warrants that she possesses the requisite skills and background to perform as required hereunder.

2.4 The Employee shall coordinate and administer an adequate plan for the control and supervision of the City Clerk's office and shall serve as a Charter Officer and perform the customary duties of this office. Employee shall establish appropriate budgeting for the City Clerk's office and the City Commission. Employee shall have day-to-day supervision of the Clerk's Office and shall have the authority to hire and terminate staff of the City Clerk's office.

2.5 The position of City Clerk is not and cannot be an hourly-type employment. This is an exempt position under the Fair Labor Standards Act. Hence, the Employee shall work all necessary hours and do all things necessary and required to be available to the City to attend various meetings of the City Commission and its various advisory, and charter established boards in addition to all other administrative and employment requirements. The City Commission shall provide a Deputy Clerk to assist the City Clerk in the performance of duties.

ARTICLE III TERM AND TERMINATION

3.0 Subject to the authority granted to the City Commission by the City Charter to terminate the Employee at any time, this Contract shall be automatically extended on the same terms and same conditions as herein provided for successive additional periods of one (1) year ("Renewal Terms"). Each of the Renewal Terms of this Contract shall start on the first day on the annual anniversary of the Effective Date. Upon mutual written agreement of both Parties, the length of the Renewal Term(s) may be modified.

3.1 In the event the Employee elects to voluntarily terminate this Contract prior to the expiration date. Employee shall provide the City with not less than sixty (60) days' written notice to the City Commission indicating Employee's intention to discontinue employment.

3.2 In the event the City elects to terminate or not renew this Contract for any or no reason prior to the expiration hereof, the City shall pay the Employee severance pay as expressed in the City's now current PRR, to wit "Section 4.04(B): Employees who have served in a position covered by Section 1.02(B) for more than three hundred sixty-five (365) consecutive days whose employment with the City is terminated will, subject to Subsections 4.04(C) and (D), be paid severance pay of one (1) week's pay for each year of continuous employment with the City but not less than eight (8) weeks nor more than twenty [20] weeks." Employee shall be entitled to accrued PTO as set forth in the PRR. Employee must execute a release satisfactory to the City as set forth in Section 4.04(C) to receive such severance pay.

However the City shall have no obligation to pay severance whatsoever, in the event the Employee tenders her resignation or Employee is terminated because of Employee's misconduct as defined in F.S. 443.036(29) (or as misconduct is defined in the law applicable at the time of termination) or because of dishonesty in connection with City business, for violation of the City drug-free workplace and alcohol policy, sexual and other illegal or improper misconduct, violation of the harassment policy, failure to fully or truthfully cooperate in an investigation conducted by or at the direction of the City or conviction of any illegal act. An "illegal act" for purposes of this Contract, shall mean a felony or crime involving moral turpitude or dishonesty, or upon a finding that Employee committed an ethical violation by a court, administrative proceeding, the State of Florida Ethics Commission, or other body or court of competent jurisdiction; or upon other actions constituting gross misfeasance, malfeasance, gross incompetence, or illegal act involving personal gain in conjunction with Employee's position as City Clerk.

3.3 In addition to the above, the Parties may terminate this Contract at any time and on any agreed basis by mutual consent of both Parties provided same is reduced to writing and filed amongst the public records of the City.

ARTICLE IV NOTICE

When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the Parties designate the following as the respective places for giving notice:

CITY: Mayor and City Commission
City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach. FL 33706

EMPLOYEE: S. Renee Rose
City Clerk
155 Corey Avenue
St. Pete Beach. FL 33706

ARTICLE V MISCELLANEOUS

5.0 The text herein shall constitute the entire Contract between the Parties. This Contract may only be amended in writing signed by both Parties.

5.1 Florida Law: This Contract is executed and is to be performed in the State of Florida and shall be governed by and construed with the laws of the State of Florida. Venue for any legal action shall be set in Pinellas County, Florida.

5.2 Litigation: In connection with any litigation arising out of this Contract including any administrative, trial level or appellate proceedings, each party shall be responsible for their own attorney's fees.

5.3 Severability/Integration: If any clause, section or other part or application of this Contract shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

5.4 This Contract may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. In addition, facsimile or electronic mail copies shall be accepted in lieu of an original.

5.5 This Contract shall be terminated by the death of the Employee as of the date of death. In the event of the Employee's death, the City shall pay a designated beneficiary of the Employee or her estate all accrued compensation and benefits, including accrued PTO hours, due Employee under this Contract within ten (10) working days of the Employee's death. Employee's beneficiaries or estate shall not be entitled to Severance Pay. The City shall have no other liability to the Employee, her estate, heirs, or beneficiaries.

5.6 The employment provided for by this Contract shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute either interference with or a conflict of interest with his or her responsibilities under this Contract. Any and all outside activities must be approved by the City Commission.

5.7 Employee shall not, without the express prior written approval of the City Commission, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City, except for stock ownership in any company whose capital stock is publicly held and regularly traded.

[Signature page to follow]

IN WITNESS WHEREOF, we, the Parties, have hereunto set our hands and have executed this Contract, which shall become effective on the date described herein.

ATTEST:

Ginny Keeter-Bodkin
Ginny Keeter-Bodkin, Deputy City Clerk

CITY OF ST. PETE BEACH:

Adrian Petrila
Adrian Petrila (Apr 10, 2025 15:59 EDT)
Adrian Petrila, Mayor

EMPLOYEE:


S. Renee Rose

Approved as to form:

Gretchen R.H. "Becky" Vose
Gretchen R.H. "Becky" Vose (Apr 10, 2025 16:38 EDT)
Vose Law Firm LLP, City Attorney



St Pete Beach, City of (FL)
CITY CLERK

Job Description Code	CC-CC	Established Date	01/01/2025
Last Revised Date	01/29/2025	Bargaining Unit	N/A
EEO	EEO1- Executive/Senior Level Officials and Managers	Occupational Group	N/A
FLSA	Exempt	Benefit Code	Executive Benefits
Physical Class	N/A		

Job Summary

This is an appointed position as described in Section 3.09 of the City of St. Pete Beach Charter. The City Clerk is a Charter Officer, serving the City Commission. The City Clerk is responsible for the lawful, effective, and efficient management of all City Clerk's Office functions following the City Charter. The is a highly responsible administrative and supervisory position. This position reports directly to the City Commission and collaborates with city staff under the direction of the City Manager to ensure efficient management of city operations.

Essential Job Functions

- Serves as Clerk to the City Commission and records all official actions.
- Administers the Oaths of Office to elected officials and advisory board members
- Provides Sunshine Law, Ethics, Public Records Law, and related trainings, and provides related information to the City Commission and advisory board members.
- Serves as the election official for the City of St. Pete Beach. Prepares election guidebooks before election qualifications, provides guidance throughout the election cycle, prepares ballot language, and coordinates with the Pinellas County Supervisor of Elections including overseeing the set-up of voting locations.
- Prepares agendas, minutes, and related documents for the City Commission and advisory boards in coordination with City Departments.

- Provides support on agenda related software and agenda tracking assistance.
- Coordinates with the City Manager's Office on all processes related to agenda preparation and publication.
 - Oversees membership status of advisory boards to ensure compliance with the City Code. Advertises vacancies, accepts applications, and confirms applicants' willingness to serve on advisory boards. Determines applicant eligibility for membership, and monitors attendance of advisory board meetings in conjunction with the requirements of the City Code.
 - Directs and prepares publication of legal notices and recording of legal documents.
 - Respond to questions and requests from the City Commission, charter officers, and staff. Interacts as necessary with the news media, governmental agencies, and the public.
 - Serves as the City's public records custodian. Evaluates, makes recommendations, prepares training, and reviews all City records for retention and disposition per State Law. Responds to all records requests per the policies and procedures adopted by the City Commission and in accordance with State Law.
 - Attests all written contracts and instruments on behalf of the City where required.
 - Serves as a Notary Public and maintains the official City seal.
 - Drafts proclamations as requested by the City Commission.
 - Submit adopted Ordinances to Municode for codification into the City's Code of Ordinances and reviews all supplements after codification for accuracy and correctness.
 - Prepares resolutions according to protocol, and drafts resolutions of a more complex nature for review by the City Attorney.
 - Publishes streamed/recorded meetings to the City's website when necessary.
 - Updates and maintains the City Commission and City Clerk website pages.
 - Maintains lobbyist registration logs and contact reports from required individuals; provides a quarterly report to the City Commission and updates the City's website.
 - Maintains a list of elected and appointed officials and employees required by the State of Florida to submit annual financial disclosure statements; coordinates the filing on the State Election online filing system.
 - Prepares and manages the annual City Clerk and City Commission budget.
 - Assists with and provides support to the Procurement Department for all procurement-related needs including requests for bids, bid openings,

- committee meetings, and other needs as requested.
- Maintains confidential court transcriptions for litigation per State Law.
- Responsible for leadership of staff while following the City's Personnel Rules and Regulations (hiring, performance coaching, counseling, and developing employees)
- Performs other duties as assigned.

Minimum Qualifications, Licenses, Certifications

- Bachelor's degree in business, government, public administration, or related area required.
- Minimum of five (5) years of progressively responsible records management experience required.
- Minimum two (2) years experience in a government environment required.
- Equivalency of directly related senior-level government experience in a comparable clerk's office with a condition of employment required to successfully attain CMC certification within two (2) years of hire or possession of the Certified Municipal Clerk certification.
- Strong supervisory/leadership, technical, written, and planning/organizational skills required.
- Valid Florida Driver's license required.
- Notary Public License required within 6 months of appointment.
- Availability to work evening hours and varying work schedules required.

SPECIAL REQUIREMENTS

Emergency Response Status: As a condition of employment, City of St. Pete Beach employees may be required to work as directed during an undeclared and/or a declared emergency. All employees are subject to recall around the clock for emergency response operations, which may require irregular work hours, work at locations other than the normal work location, and may include duties other than those specified in the official job description.

Knowledge, Skills, Abilities, Physical and Environmental Conditions

- Advanced working knowledge of municipal government, function, and activities.
- Advanced working knowledge of legal advertising, public records law, Sunshine Law, election laws and procedures.
- Ability to understand and interpret Federal, State, and local laws and various materials associated with job functions.
- Knowledge of municipal codes and ordinances and the City Charter.

- Ability to draft resolutions, ordinances, proclamations, and legal documents.
- Ability to plan and prioritize the workload and meet multiple deadlines.
- Ability to perform duties independently with minimal supervision and review, emphasizing achieving results on City initiatives. This includes using independent judgment, confidentiality, discretion, and initiative in daily operations.
- Ability to work regularly scheduled hours and additional meetings outside regular working hours.

Physical and Working Condition Requirements

- This is sedentary work requiring the exertion of up to 10 pounds of force occasionally and a negligible of force frequently or constantly to move objects.
- Requires crouching, reaching, walking, pushing, dexterity with fingers and hands to grasp and make repetitive motions.
- Vocal communication is required for expressing and exchanging ideas by means of spoken word.
- Hearing is required to perceive information at normal spoken word levels.
- Visual acuity is required for preparing and analyzing written or computer data, operation of machines, determining accuracy and thoroughness of work, and observing general surroundings and activities;
- May be subject to adverse environmental conditions infrequently.

City Clerk Employment Contract with Exhibit_a - S. Renee Rose

Final Audit Report

2025-04-10

Created:	2025-04-10
By:	Jill Sassone (jsassone@stpetebeach.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqzjxwop3ELvgp1hJle5woHjB6Al0BeXP

"City Clerk Employment Contract with Exhibit_a - S. Renee Rose" History

-  Document created by Jill Sassone (jsassone@stpetebeach.org)
2025-04-10 - 7:40:37 PM GMT
-  Document emailed to Ginny Bodkin (gbodkin@stpetebeach.org) for signature
2025-04-10 - 7:40:48 PM GMT
-  Email viewed by Ginny Bodkin (gbodkin@stpetebeach.org)
2025-04-10 - 7:40:55 PM GMT
-  Document e-signed by Ginny Bodkin (gbodkin@stpetebeach.org)
Signature Date: 2025-04-10 - 7:43:23 PM GMT - Time Source: server
-  Document emailed to Mayor Petrila (apetrila@stpetebeach.org) for signature
2025-04-10 - 7:43:25 PM GMT
-  Email viewed by Mayor Petrila (apetrila@stpetebeach.org)
2025-04-10 - 7:43:32 PM GMT
-  Signer Mayor Petrila (apetrila@stpetebeach.org) entered name at signing as Adrian Petrila
2025-04-10 - 7:58:30 PM GMT
-  Document e-signed by Adrian Petrila (apetrila@stpetebeach.org)
Signature Date: 2025-04-10 - 7:58:32 PM GMT - Time Source: server
-  Document emailed to Renee Rose (s.reneerose8@gmail.com) for signature
2025-04-10 - 7:58:34 PM GMT
-  Email viewed by Renee Rose (s.reneerose8@gmail.com)
2025-04-10 - 8:13:18 PM GMT

 Document e-signed by Renee Rose (s.reneerose8@gmail.com)

Signature Date: 2025-04-10 - 8:24:09 PM GMT - Time Source: server

 Document emailed to Attorney Becky Vose (bvose@voselaw.com) for signature

2025-04-10 - 8:24:11 PM GMT

 Email viewed by Attorney Becky Vose (bvose@voselaw.com)

2025-04-10 - 8:37:04 PM GMT

 Signer Attorney Becky Vose (bvose@voselaw.com) entered name at signing as Gretchen R.H. "Becky" Vose

2025-04-10 - 8:38:15 PM GMT

 Document e-signed by Gretchen R.H. "Becky" Vose (bvose@voselaw.com)

Signature Date: 2025-04-10 - 8:38:17 PM GMT - Time Source: server

 Agreement completed.

2025-04-10 - 8:38:17 PM GMT

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

Agenda Report

Agenda Title Name: Approve a Nomination of Mayor Anne-Marie Brooks from the City of Madeira Beach to Represent the BIG-C on the Forward Pinellas Board

Action Request: Nominate City of Madeira Beach Mayor Anne-Marie Brooks to be appointed to represent the BIG-C on the Forward Pinellas Board for a term ending December 31, 2026

Strategic Objective:

Date: August 19, 2025

Prepared By: Renee Rose, City Clerk

Through:

Summary of Issue: The seat on the Forward Pinellas Board representing the beach communities has become vacant due to the resignation of Mayor David Will of Redington Beach. A new appointment will need to be made to fulfill the remainder of the term which ends on December 31, 2026, but allows for reappointment. Mayor Anne-Marie Brooks from the City of Madeira Beach has volunteered to fill the vacancy. That said, the governing documents for the Forward Pinellas Board require that we follow the same procedure to fill a vacancy as was used to make the original appointment.

As one of the 10 barrier island communities that share a representative on the board, your local government is being asked to participate in the member appointment process developed by the Barrier Islands Governmental Council (BIG -C) to fill this vacancy as follows:

Step 1: Each BIG-C municipality (excluding Clearwater) shall take formal action to either nominate one of its own elected officials or support the nomination of an elected official from another community. The name of that individual should then be transmitted to the BIG -C via Adriana Nieves, the Town Clerk for Redington Beach at 105 164th Ave, Redington Beach, FL 33708-1519, by August 15th for inclusion in the August BIG-C

meeting agenda packet;

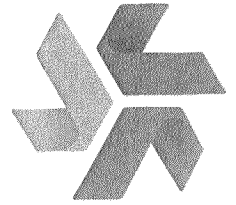
Step 2: After nominations are received, at its August 27th meeting, the BIG - C, by majority vote, shall recommend an appointment;

Step 3: The municipal government board on which the recommended elected official serves shall confirm the appointment; Step 4: The municipal government board on which the recommended elected official serves shall transmit the name of the appointee to Forward Pinellas.

Funding:

Attachments:

1. Foward Pinellas Vacancy - July 2025



July 9, 2025

The Honorable Adrian Petrila, Mayor
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

RE: Forward Pinellas Board Appointment

Dear Mayor Petrila:

As you are likely aware, the seat on the Forward Pinellas Board representing the beach communities has become vacant due to the resignation of Mayor David Will of Redington Beach. A new appointment will need to be made to fulfill the remainder of the term which ends on December 31, 2026, but allows for reappointment. Mayor Anne-Marie Brooks from the City of Madeira Beach has volunteered to fill the vacancy. That said, the governing documents for the Forward Pinellas Board require that we follow the same procedure to fill a vacancy as was used to make the original appointment.

Therefore, as one of the 10 barrier island communities that share a representative on the board, your local government is being asked to participate in the member appointment process developed by the Barrier Islands Governmental Council (BIG-C) to fill this vacancy as follows:

- Step 1: Each BIG-C municipality (excluding Clearwater) shall take formal action to either nominate one of its own elected officials or support the nomination of an elected official from another community. The name of that individual should then be transmitted to the BIG-C via Adriana Nieves, the Town Clerk for Redington Beach at 105 164th Ave, Redington Beach, FL 33708-1519, by August 15th for inclusion in the August BIG-C meeting agenda packet;
- Step 2: After nominations are received, at its August 27th meeting, the BIG-C, by majority vote, shall recommend an appointment;

- Step 3: The municipal government board on which the recommended elected official serves shall confirm the appointment; and
- Step 4: The municipal government board on which the recommended elected official serves shall transmit the name of the appointee to Forward Pinellas.

Meeting the deadline for submitting nominations will be important to ensure the beach communities are represented on the Forward Pinellas Board again as soon as possible.

Please contact me, or Tina Jablon at 727-464-5307, if more information or clarification is needed.

Sincerely,

A handwritten signature in black ink, appearing to read 'Whit Blanton', with a stylized flourish at the end.

Whit Blanton, FAICP
Executive Director

cc: Mayor David Will, President, BIG-C
S. Rene Rose, Clerk, City of St. Pete Beach

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

Agenda Report

Agenda Title Name: Approve a Special Event permit for VDubs Beach Bash (Volkswagen car show) on October 4, 2025.

Action Request: Approve a Special Event permit for VDubs Beach Bash (a Volkswagen car show) on October 4, 2025.

Strategic Objective: Community Prosperity

Date: August 19, 2025

Prepared By: Mandy Edmunds, Operations Manager

Through: Frances Robustelli, City Manager

Summary of Issue: Staff is requesting a motion to approve a special event street closure on 9th and 10th Avenue between Pass-A-Grille Way and Gulf Way for Salty Dub's Vdubs Beach Bash car show. The event date is Saturday, October 4, 2025. Salty Dub has provided the site plan for the event. The Certificate of Insurance and Hold Harmless Agreement will be provided after Commission approval of the street closure. The estimated attendance at this event is 100 cars and +150 spectators. Set Up starts at 7:30am and clean up after 3pm. Alcohol will not be sold. Permit fees will be \$100 for the event permit and approximately \$300 for Sheriff and \$200 EMS costs to be determined once approved. This event is not included in the list of co-sponsored events.

Funding: The event is 100% privately funded.

Attachments: 1. 2025 VDubs Beach Bash (1)

October 4 2025

Mandy Edmunds

From: noreply@civicplus.com
Sent: Thursday, June 19, 2025 10:03 AM
To: Mandy Edmunds; Kelly Intzes; Renee Rose; Ariana Wilson-Romo
Subject: Online Form Submittal: City of St. Pete Beach Event Application

CAUTION: This message has originated from **Outside of the Organization**. Do Not Click on links or open attachments unless you are expecting the correspondence from the sender and know the content is safe

City of St. Pete Beach Event Application

Step One



City of St. Pete Beach Event Application

Applicant

Name of Applicant: Christopher Serfustini

Title (If applicable:): Partner

Name of Organization (if applicable): Salty Dub, LLC

Tax Exempt? (Yes or No) NO

Non-Profit? (Yes or No) NO

If yes on either please provide documentation

Mailing Address: 10581 BLOSSOM LAKE DRIVE

Cell Phone: 7275640822

Email Address: thesaltydub@gmail.com

Event Information

Event Title: VDubs Beach Bash

Event/Organization Web Address: saltydub.com

Event Location(s): 101 9th Ave

Event Date & Time (Start & Finish) 10/4/2025 10:00 AM - 10/4/2025 3:00 PM

Event Date & Time (If extra time is necessary) *Field not completed.*

Event Date & Time (If extra time is necessary) *Field not completed.*

Set Up Date: 10/4/2025 7:30 AM

Cleanup Date 10/4/2025 3:00 PM

Description of Event: Salty Dub's Vdubs Beach Bash on Pass-a-Grille Beach 2025 is a premier Volkswagen car show at the scenic Pass-a-Grille Beach, Florida on Saturday October 4, 2025. The event is free to the public and will be held from 10 am to 3 pm. There will also be an associated beach clean-up at 8 am.

Will this be an Annual Event? (Yes or No) YES

If yes, next year's date(s): 10/3/2026

Step Two

Event Logistics

Estimated Attendance 100+ Cars / ≈150 attendees, plus spectators
This Year:

Last Years Attendance (If applicable): Our last 2 events this year drew 100-200 vehicles

Under City Ordinance Section 26-33 any special event which is 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: Car show with classic VW's, vendors, sponsors, DJ booth. NO ALCHOHOL SALES

Electricity Needed: (Yes or No) TBD, vendor area

Source: TBD

Will portable restrooms be used? (Yes or No) No

If yes (include on site plan): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? (Yes or No) No

If yes (include on site plan)

If Dumpsters are needed, how many? *Field not completed.*

Size? *Field not completed.*

Install & Removal Date *Field not completed.*

Entertainment? (Detail
type, bands, DJs,
dancers, clowns, etc)

DJ

Parking Plan (please be
detailed and include on
site map):

See site plan, Exhibit A

Food and Beverage:

Will alcohol be served or
sold?

No Alcohol

Will there be food trucks?

No

If yes, please list the
truck/trailer vendors

Field not completed.

Other Food Vendors that
are not a truck or trailer
(If applicable)

Possibly ice cream/smoothie vendor(s) using tents, TBD

Step Three

List all other vendors (art,
crafts, clothes, etc, if
applicable):

TBD, per city guidelines

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:

NA

Stage/Platforms:

NA

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

City of St. Pete Beach Event Application Checklist

– Application will be sent back to applicant if all the highlighted information is not provided.

Please Include:

Site Plan: Maximum Size of 8.5" x 11" including the following information

- ☐ Location of food vendor area (s)
- ☐ Tent locations and sizes
- ☐ Location of food truck/trailers
- ☐ Location of stage
- ☐ Fuel storage/dispensing areas
- ☐ Emergency access routes for LEO and Fire
- ☐ Location of vending booths
- ☐ Location of fire extinguishers & other life safety equipment
- ☐ Description of sound amplification facilities or equipment
- ☐ Location of alcoholic beverage consumption areas and vending
- ☐ Location of Generators
- ☐ Identify any fences/gates around the event
- ☐ Table, chair and equipment layout
- ☐ Location of portable restrooms
- ☐ Location of designated protest area (if applicable)

☐ **Traffic & Parking Plan** w Map that includes: vendor parking, handicap parking, shuttle routes and times, shuttle drop off/pick up, and ride share drop off and pick up.

☐ **Public Health Plan:** Address plans for hand washing, signs and messaging regarding public health (social distancing, wash hands etc), face coverings, cleaning, disinfection, food service, shared objects and adequate supplies like soap, water, hand sanitizer containing at least 60 percent alcohol, paper towels, tissues, disinfectant wipes, cloth face coverings (as feasible), and no-touch trash cans.

☐ **Safety Plan** that includes vendor load in and out times

☐ **Certificate of Insurance**

☐ **Copy of Impact Letter if closing streets for an event**

☐ Written authorization from all private properties that are included in the event plan (if applicable)

☐ Outdoor Cooking Permit Application (if applicable)

☐ Temporary Structure Permit Application (if applicable)

☐ Building Permit Application (if applicable for stages)

☐ Vehicle on the Beach Permit Application (if applicable)

☐ Beach Fire Permit Application (if applicable)

☐ Tax Exempt Documentation (if applicable)

☐ Non-Profit Documentation (if applicable)

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 or No) 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 or No) Yes

Road 9th Ave

Start Intersection Gulf Way

Stop Intersection Pass a Grille Way

Date & Time 10/4/2025 8:00 AM - 10/4/2025 3:00 PM

Road 10th Ave

Start Intersection Gulf Way

Stop Intersection Pass a Grille Way

Date & Time 10/4/2025 8:00 AM - 10/4/2025 3:00 PM

Road *Field not completed.*

Start Intersection *Field not completed.*

Stop Intersection *Field not completed.*

Date & Time *Field not completed.*

Signage/Banners: TBD, per city recommendation

City Equipment:

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

Barricades 0

Cones 0

Trash Bins 0

Document Upload [VWBB Site Plan.pdf](#)

Step Four

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 within the City of St. Pete Beach may result in a denial of my request.

First Name Christopher

Last Name Serfustini

Electronic Signature Agreement I agree.

Electronic Signature Christopher Serfustini

Date: 6/19/2025

Corporation Name: (if applicable) Salty Dub, LLC

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 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.

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

Step Five



Salty Dub's Vdubs Beach Bash on Pass-a-Grille Beach 2025 Site Plan

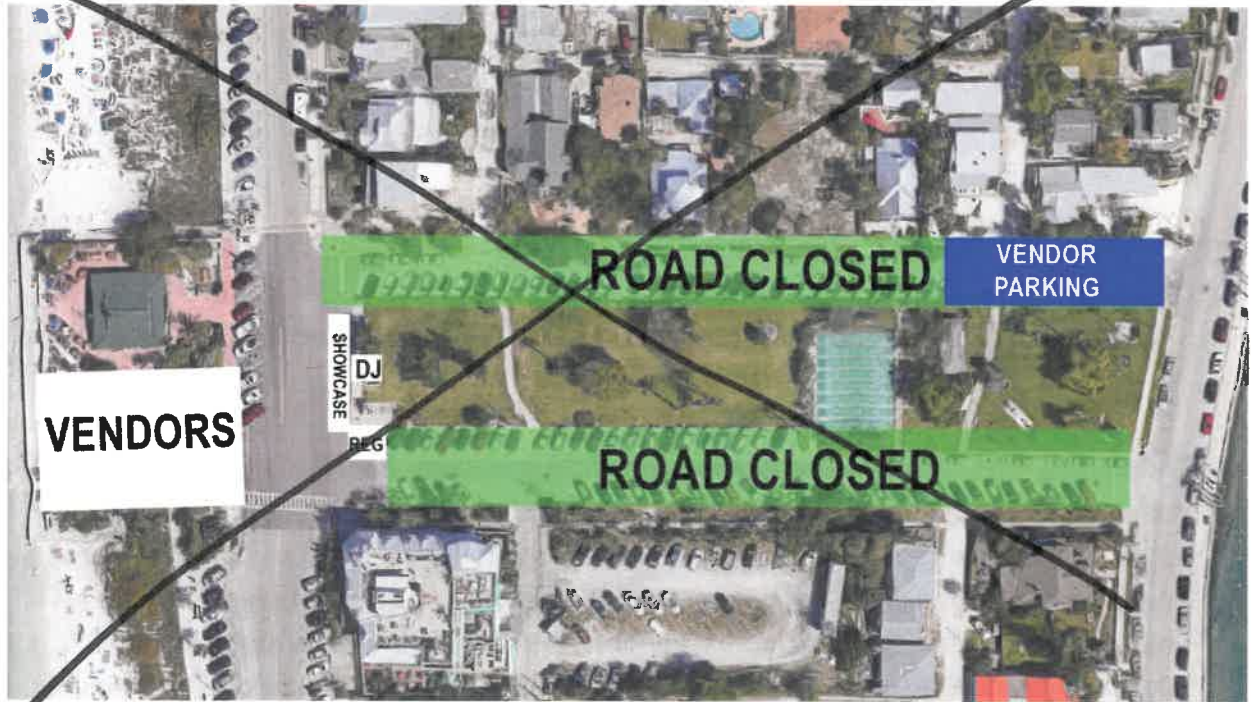
Welcome to Salty Dub's Vdubs Beach Bash on Pass-a-Grille Beach 2025, a premier Volkswagen car show at the scenic Pass-a-Grille Beach, Florida on Saturday October 4, 2025. The event is free to the public and will be held from 10 am to 3 pm. There will also be an associated beach clean-up at 8am. This site map ensures a well-organized and enjoyable experience for participants, vendors, and spectators while maintaining ADA accessibility and Fire Marshal compliance. The map (Exhibit A) includes the following designated areas:

- Vehicle Display Area: Space for over 100 Volkswagen vehicles, featuring classic, custom, and modern builds.
- Vendor Area: 10X10 vendor booths, positioned to encourage high foot traffic and easy access to merchandise, food, and the beach.
- Vendor Parking Area
- Sponsor Showcase: Premium sponsor area with high visibility placement.
- DJ Booth: Centrally located to provide music and announcements throughout the day, enhancing the beachside festival vibe.

This layout is designed to balance crowd flow, sponsor visibility, and vehicle display impact, all within the scenic beachfront setting of Pass-a-Grille. It ensures a memorable and well-organized experience for participants, vendors, and attendees alike.

We hold an event liability insurance policy with a minimum of \$1,000,000 per occurrence and a \$2,000,000 general aggregate for each of our events, supplied by CPH Insurance.

Exhibit A





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

Agenda Report

Agenda Title Name: Approve a Special Event Permit with street closure for the annual Belle Vista Halloween Block Party scheduled for October 31, 2025.

Action Request: Approve a street closure for the annual Belle Vista Halloween Block Party special event scheduled for October 31, 2025.

Strategic Objective: Community Prosperity

Date: August 19, 2025

Prepared By: Mandy Edmunds, Operations Manager

Through: Frances Robustelli, City Manager

Summary of Issue: Staff is requesting a motion to approve a special event street closure on Belle Vista Dr between 44th Ave and 42nd Ave. The detour will be to use Belle Vista Dr to Moody Street. This is a permit request by Mike and Sarah Wheaton to host a Halloween block party for the neighborhood. The event date is Friday, October 31, 2025. Upon approval, the requestor will provide a Certificate of Insurance, Hold Harmless Agreement. The estimated attendance at this event will be 200-250 people. Set Up starts at 6:30pm and clean up after 10pm. Permit fee will be \$75, Sheriff fees will be approximately \$200 and EMS fees will be approximately \$150 for this event.

Funding:

Attachments: 1. 2025 Halloween Belle Vista Block Party

Mandy Edmunds

From: noreply@civicplus.com
Sent: Monday, April 7, 2025 11:55 AM
To: Mandy Edmunds; Kelly Intzes; City Clerk; Ariana Wilson-Romo
Subject: Online Form Submittal: City of St. Pete Beach Event Application

CAUTION: This message has originated from **Outside of the Organization**. **Do Not Click** on links or open attachments unless you are expecting the correspondence from the sender and know the content is safe

City of St. Pete Beach Event Application

Step One



City of St. Pete Beach Event Application

Applicant

Name of Applicant:	Sarah Wheaton
Title (If applicable:)	Field not completed.
Name of Organization (if applicable):	Field not completed.
Tax Exempt? (Yes or No)	NO

Non-Profit? (Yes or No) NO

If yes on either please provide documentation

Mailing Address: 4302 Belle Vista Dr, St Pete Beach, FL 33706

Cell Phone: 727-239-9913

Email Address: wheaton9401@gmail.com

Event Information

Event Title: Annual Belle Vista Halloween Block Party

Event/Organization Web Address: *Field not completed.*

Event Location(s): Belle Vista Dr at 4302 Belle Vista Dr

Event Date & Time (Start & Finish) 10/31/2025 7:00 PM - 10/31/2025 10:00 PM

Event Date & Time (If extra time is necessary) *Field not completed.*

Event Date & Time (If extra time is necessary) *Field not completed.*

Set Up Date: 10/31/2025 6:30 PM

Cleanup Date 10/31/2025 10:00 PM

Description of Event: Annual Halloween Block Party.

Will this be an Annual Event? (Yes or No) Yes

If yes, next year's date(s): 10/24/2026 or 10/31/2026

Step Two

Event Logistics

Estimated Attendance This Year: 200-250

Last Years Attendance (If N/A applicable):

Under City Ordinance Section 26-33 any special event which is 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 DJ, Staffed Bar, Dancing.

Electricity Needed: (Yes or No) NO

Source: Home

Will portable restrooms be used? (Yes or No) Yes

If yes (include on site plan): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? (Yes or No) No

If yes (include on site plan)

If Dumpsters are needed, how many? N/A

Size? N/A

Install & Removal Date *Field not completed.*

Entertainment? (Detail type, bands, DJs, dancers, clowns, etc) Live DJ - DJ will be on private driveway, same as past years.

Parking Plan (please be detailed and include on site map):

Parking along 44th Ave and 43rd Ave, most people live within walking distance and we will suggest UBER, Freebie and LYFT.

Food and Beverage:

Will alcohol be served or sold? Served

Will there be food trucks? No

If yes, please list the truck/trailer vendors N/A

Other Food Vendors that are not a truck or trailer (If applicable) N/A

Step Three

List all other vendors (art, crafts, clothes, etc, if applicable): N/A

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: N/A

Stage/Platforms: One stage for DJ - 12' x 12' on private property - 4302 Belle Vista Dr -site plan attached, same as prior years.

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 or No)

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 or No)

Yes

Road Belle Vista Dr

Start Intersection 44th Ave

Stop Intersection 42nd Ave

Date & Time 10/31/2025 6:30 PM - 10/31/2025 11:00 PM

Road *Field not completed.*

Start Intersection *Field not completed.*

Stop Intersection *Field not completed.*

Date & Time *Field not completed.*

Road *Field not completed.*

Start Intersection *Field not completed.*

Stop Intersection *Field not completed.*

Date & Time *Field not completed.*

Signage/Banners: N/A

City Equipment:

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

Barricades	3
Cones	0
Trash Bins	6
Document Upload	Halloween Laout.pdf

Step Four

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.

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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 within the City of St. Pete Beach may result in a denial of my request.

First Name	Sarah
Last Name	Wheaton
Electronic Signature Agreement	I agree.
Electronic Signature	Sarah Wheaton
Date:	04/07/2025

Corporation Name: (if applicable) *Field not completed.*

EVENT APPLICATION FEES

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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.

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

Step Five

City of St. Pete Beach Event Application Checklist

– Application will be sent back to applicant if all the highlighted information is not provided.

Please Include:

Site Plan: Maximum Size of 8.5" x 11" including the following information

- ☐ Location of food vendor area (s)
- ☐ Tent locations and sizes
- ☐ Location of food truck/trailers
- ☐ Location of stage
- ☐ Fuel storage/dispensing areas
- ☐ Emergency access routes for LEO and Fire
- ☐ Location of vending booths
- ☐ Location of fire extinguishers & other life safety equipment
- ☐ Description of sound amplification facilities or equipment
- ☐ Location of alcoholic beverage consumption areas and vending
- ☐ Location of Generators
- ☐ Identify any fences/gates around the event
- ☐ Table, chair and equipment layout
- ☐ Location of portable restrooms
- ☐ Location of designated protest area (if applicable)

Traffic & Parking Plan w Map that includes: vendor parking, handicap parking, shuttle routes and times, shuttle drop off/pick up, and ride share drop off and pick up.

Public Health Plan: Address plans for hand washing, signs and messaging regarding public health (social distancing, wash hands etc), face coverings, cleaning, disinfection, food service, shared objects and adequate supplies like soap, water, hand sanitizer containing at least 60 percent alcohol, paper towels, tissues, disinfectant wipes, cloth face coverings (as feasible), and no-touch trash cans.

Safety Plan that includes vendor load in and out times

Certificate of Insurance

Copy of Impact Letter if closing streets for an event

Written authorization from all private properties that are included in the event plan (if applicable)

Outdoor Cooking Permit Application (if applicable)

Temporary Structure Permit Application (if applicable)

Building Permit Application (if applicable for stages)

Vehicle on the Beach Permit Application (if applicable)

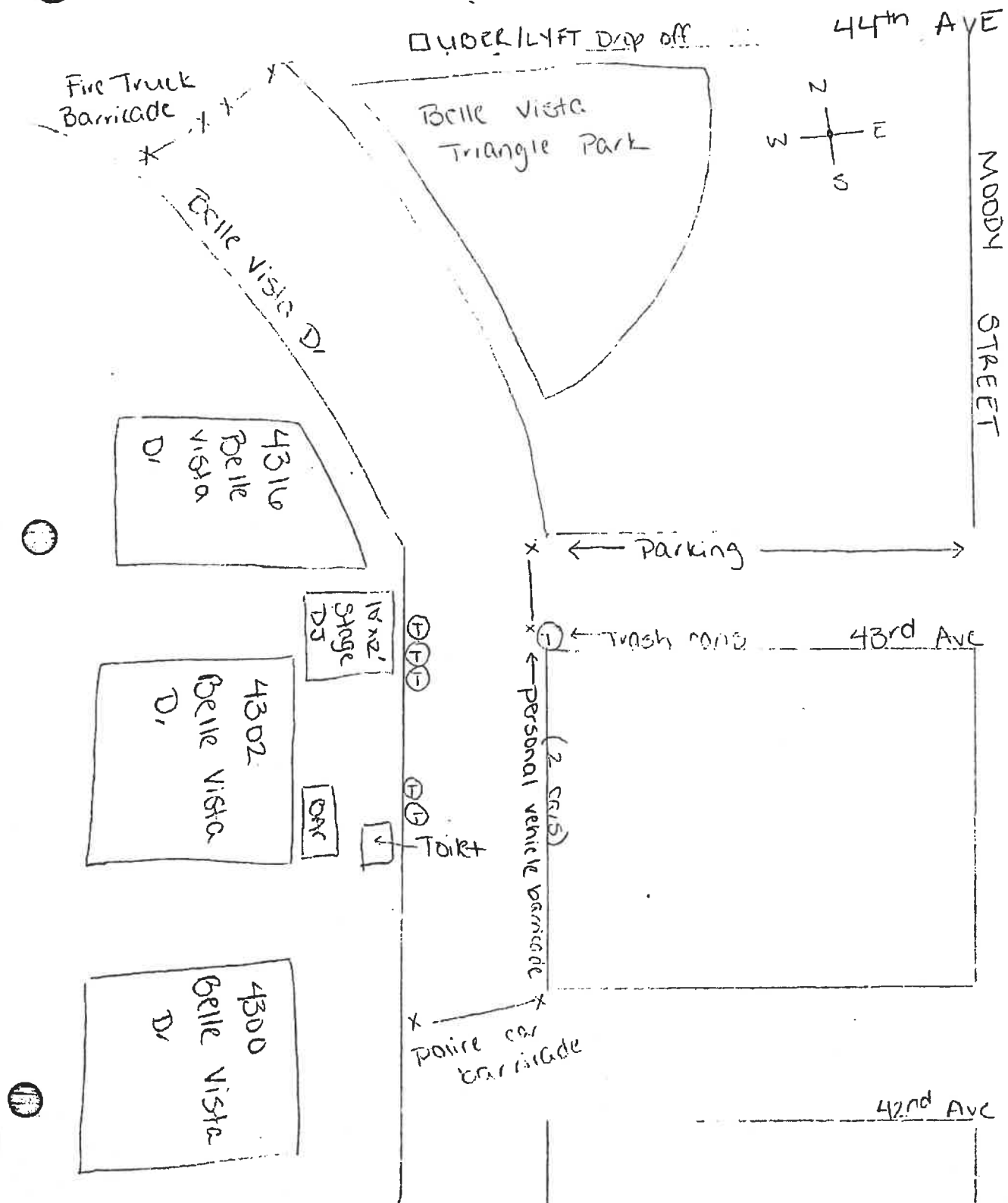
Beach Fire Permit Application (if applicable)

Tax Exempt Documentation (if applicable)

Non-Profit Documentation (if applicable)

Email not displaying correctly? [View it in your browser.](#)

● → DETOUR Belle Vista Dr to Moody Street



11

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

Agenda Report

Agenda Title Name: Authorize the execution of a Services Agreement with Florida Parking, Inc., DBA Yellow Dawg., for asphalt road patching in the amount of \$150,000.00 annually.

Action Request:

Strategic Objective: Reliable Infrastructure

Date: August 19, 2025

Prepared By: Camden Mills, Public Services Director

Through: Frances Robustelli, City Manager

Summary of Issue: The City publicly advertised a Request for Bid (RFB) for as-needed asphalt road patching services and received one responsive sealed bid on February 25, 2025. To seek additional competition, the RFB was re-advertised; one sealed bid was again received on May 14, 2025. Florida Parking, Inc. d/b/a Yellow Dawg was determined to be the lowest responsive and responsible bidder meeting all City qualification requirements.

The contract will provide unit-price, on-call asphalt patching to support utility cut restorations, pothole repairs, and other small asphalt maintenance needs that supplement City crews.

Work will be issued by work order on an as-needed basis, in an amount not to exceed \$150,000 per year, subject to budgeted funds.

The initial agreement term is three (3) years, with up to two (2) additional one-year renewal options upon mutual agreement and annual appropriation.

For context, the City spent \$102,656.16 on these services in 2024 and has spent \$70,299.20 year-to-date in 2025.

Funding: GL Account 6103-5469 Streets Maintenance (balance \$14,621.20)

Attachments: 1. Services Agreement - Asphalt Road Patching

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Asphalt Road Patching

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and Florida Parking, Inc., DBA Yellow Dawg. (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 \$().
 - 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 (3) three years with (2) two, (1) one year extensions from the Effective Date.]
11. Effective date. The “Effective Date” of this Agreement shall be the date this Agreement has been executed by all parties.
12. Termination. This Agreement may be canceled by the City when:
- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
 - b. Sub-standard or non-performance of Agreement.
 - c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.
13. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.
14. Non-Exclusivity. Contractor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.
15. Compensation. Upon Contractor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay

Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B. **Services are not to exceed \$150,000 annually.**

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)
- d. FEMA Addendum (Exhibit D)

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:

Florida Parking, Inc., DBA
Yellow Dawg
1396 Seabreeze Street
Clearwater, FL 33756

As to City:

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

With Copy To:

patrick@yellowdawgstriping.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.

Total Parking, Inc. DBA Yellow Dawg

City of St. Pete Beach:

Signature: Patrick Carr

Signature: _____

By: Patrick Carr

By: Frances Robustelli

Its: .Owner

Its: City Manager

Date: 7/9/25

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brookes
City Attorney

Renee Rose
City Clerk

CITY OF ST. PETE BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS ADDENDUM modifies that certain contract for services made and entered into this ____ day of _____, 2025, by and between the CITY OF ST. PETE BEACH, a Florida municipality, hereinafter referred to as the “City”, and _____, 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 a limited waiver of sovereign immunity for tort liability for Florida public agencies; and

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

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

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

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

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

WHEREAS, Section 787.06(13), Fla. Stat. provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the

nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute;

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

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

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

- (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:**

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

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

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

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

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

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

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

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

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

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

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

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

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

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

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

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

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

A. None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

Contractor:

Patrick Carr

Print Name: Patrick Carr

Title: President

Company: Florida Parking Inc

ATTEST:

City of St. Pete Beach

City Clerk

Frances Robustelli, City Manager

EXHIBIT “B”

(Place Request for Bid behind this page)



**City of St Pete Beach
Request for Bid**

**Asphalt Patching
Services**

**Bids due on or before
05/14/25 at 9:00 AM EST(Deadline)
City Hall, St. Pete Beach, FL**

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Event	Date	Time
Publication of Bid	04/16/2025	8:00 AM
Pre-Bid Meeting (MANDATORY)	04/23/2025	1:30 PM
Deadline for Question Submission	05/07/2025	10:00 AM
Bid Receiving Deadline	05/14/2025	9:00 AM
Bid Opening	05/14/2025	10:00 AM

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in Asphalt Patching Services.

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 **"Asphalt Patching Services"** 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 **"Asphalt Patching Services"**.

COMPANY: _____	DATE: _____
ADDRESS: _____	PHONE: _____
BIDDER: _____ (SIGNATURE)	NAME: _____ (PRINT NAME & TITLE)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me
by means of ☐ physical presence or ☐ online notarization, this _____ day of
_____, 2025, by _____, who is personally
known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

(Print, Type, Stamp, or Commissioned
Name of Notary Public) |

SUBMIT BID TO:

**OFFICE OF THE CITY CLERK, CITY OF ST. PETE BEACH
155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706**

III. Equipment List

Item	Description	Unit	Est. Quantity	Rate	Total
1	Mobilization	EA	25	\$	\$
2	SP-9.5 Asphalt Patch	SY	250	\$	\$
3	SP-12.5 Asphalt Patch	SY	250	\$	\$
4	Add Lime rock Base-6" lift	CY	20	\$	\$
5	Add Crushed Concrete-6" Lift	CY	20	\$	\$
6	Perma Drive	SY	250	\$	\$
7	Drain Grate Removal	EA	10	\$	\$
				Total	\$

The above quantities are not intended to represent the actual contract amount but are an estimated amount. These numbers will be used for low bid selection purposes and accepted unit rates will be incorporated into the resulting contract.

The City typically patches between 50 to 100 patches annually but there is no guaranteed minimum patch count for this contract. Work orders will be issued on a bi-weekly basis if needed.

BID ITEM DESCRIPTIONS:

1-MOBILIZATION

Mobilization shall include but is not limited to all preparatory work and operations necessary to commence work. Once mobilization is to be billed for each patching event. There is no assumed minimum patch count or size for a single mobilization

2-SP-9.5 Asphalt Patch

Contractor shall saw cut and remove existing asphalt three feet (36") beyond the edges of each patching area, remove and compact a minimum of 12" of existing base and/or subgrade material in 6" lifts, and place 2" type SP-9.5 asphalt. Adding additional base material shall be billed under a separate pay item. Work is to be done in accordance with the specifications and placed in accordance with the Standard Details. Asphalt pavement type shall match existing.

3-SP-12.5 Asphalt Patch

Contractor shall saw cut and remove existing asphalt three feet (36") beyond the edges of each patching area, remove and compact a minimum of 12" of existing base and /or subgrade material in 6" lifts, and place 2" type SP-12.5 asphalt. Adding additional base material shall be billed under a separate pay item. Work is to be done in accordance with the specifications and placed in accordance with the Standard

Details. Asphalt pavement type shall match existing.

4-Add Lime rock Base-6” Lift

Contractor shall add new lime rock base material within patch limits in 6” lifts to the required depth for completion of the patch. Lime rock base material shall meet the requirements as outlined in the specifications and place in accordance with the Standard Details.

5-Add Crushed Concrete Base-6” Lift

Contractor shall add new crushed concrete base material within patch limits in 6” lifts to the required depth for completion of the patch. Crushed concrete base material shall meet the requirements as outlined in the specifications and placed in accordance with the Standard Details.

IV. GENERAL CONTRACT TERMS

REQUEST FOR BID

The City of St. Pete Beach intends to contract the services of an experienced, qualified contractor to perform asphalt patching services. Patches may be the result of utility repairs performed by Pinellas County, damaged areas in existing asphalt, potholes, or any other pavement patches needing repair. The City will issue the selected contractor work orders on an as needed basis. |

LOCATIONS

The City of St. Pete Beach is soliciting bids from qualified Contractors for **Asphalt Patching Services Agreement** at various locations throughout the City..

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 Electronic Submissions on via Bonfire or DemandStar. If you need a link to either site, please contact the City Procurement Manager at jtaylor@stpetebeach.org.

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.

MANDATORY PRE-BID MEETING

A **Mandatory** Pre-Bid Meeting will be held 4/23/2025 at 1:30 PM EST via Microsoft Teams. Please contact the Procurement Manager at jtaylor@stpetebeach.org for Meeting Details. |

WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of the scope of work or any other contract documents included in this **RFB**. All questions pertaining to the terms and conditions or scope of work of this Request for Bid (**RFB**) must be sent in writing (e-mail is acceptable) to the City Procurement Manager and shall be received no later than **10:00 EST on 4/07/2025**. Responses to questions may be handled as an Addendum if the response provides 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 **05/14/2025 at 9:00 AM EST** (Deadline). No bids shall be accepted by the City after this deadline – NO EXCEPTIONS. Bid Packages must be electronic and submitted through Bonfire or DemandStar. Please contact the Procurement Manager at jtaylor@stpetebeach.org for link to either site.

Clearly marked as: “**Asphalt Patching Services**”

CONTACT INFORMATION

John Taylor – Procurement Manager

Mailing Address - 155 Corey Avenue, St. Pete Beach, Florida 33706

Office Phone - (727) 363-9279

E-mail - jtaylor@stpetebeach.org

SCOPE OF WORK

This work involves furnishing all labor, equipment, materials, and incidental items necessary to asphalt patch various utility trenches, potholes, and damaged areas of existing asphalt within the roadways of the City of St. Pete Beach, FL. This work may require the contractor to saw cut, excavate material, prepare and compact subgrade and base lifts, place limerock and/ or crushed concrete base material, place and compact hot mix superpave asphalt, Perma Drive and dispose of any debris generated by the work.

All work is to comply with the latest edition of the Pinellas County Standard Technical Specifications for Roadway and General Construction and the Pinellas County Standard Detail for Pavement Cuts, Excavation, and Restoration.

DETAILED SPECIFICATIONS

The Contractor shall carefully examine the City ROW and be familiar with the work required for the project. Investigate all site conditions that may affect execution of the work as detailed in the bid documents. Contact the City's Public Works Department for changes or alterations before proceeding. Contractor is responsible for field measurement and review of existing conditions. Contractor is responsible for all utility locates through Sunshine One -Call. Site and surrounding properties must be kept free of debris and thoroughly cleaned upon completion.

All work to be completed within City Property or City Right -Of -Way.

Equipment left on site must be approved by the Public Works Department.

Barricades; cones; and/ or-traffic=control- activities;- AL-L--MOT-requirements- are the -responsibility of the Contractor. Public Notification (via door hanger or mailings) are the responsibility of the Contractor.

Contractor is responsible for all cut and patch within the project limits as a direct result of work performed under this contract. All disturbed areas are to be patched back equal to or better than the existing.

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 i 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

Bidders may visit specific areas with advanced notice.

ASSURANCES

The responding Contractor shall provide a statement of assurance that the Contractor is not presently in violation of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida, and ordinances and regulations of the City of St. Pete Beach will apply.

TRAFFIC CONTROL AND STAGING AREA

Contractor shall include all costs associated with vehicular and pedestrian traffic control and maintenance during the project. Contractor shall be responsible for providing a staging area. The location of this area must be approved by the City Manager or designee. The Contractor will be required to control the area

including any additional fencing or barricades and Contractor will be responsible for the restoration of this and all other staging areas provided by the City.

ASSIGNMENT AND TRANSFER OF CONTRACT

The Contractor shall not assign or transfer this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety, and any such assignment or transfer without such written consent shall be null and void.

SUBCONTRACTS

The Contractor shall not subcontract this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety. Any Subcontractor approved by the City will be subject to the same standards and qualifications as stated in this Contract.

PERFORMANCE PAYMENT BOND

Not required for this contract. |

LIQUIDATED DAMAGES

If the work embraced by this Contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the City fixed, agreed, and liquidated damages in the amount of either Five-Hundred Dollars (\$500) per day for each calendar day of delay until the work is satisfactorily completed.

PAYMENT

Payment shall be made to the Contractor for work performed under this Contract for the quantities of work as determined in accordance with Payments for Work Completed and Payments Withheld of this Contract. Payment for extra work will be made in accordance with the Changes in Work, Contract Amount, and Contract Time sections below.

CHANGES IN THE WORK

Without invalidating the Contract, the City may, at any time or from time to time, order additions, deletions or revisions in the work authorized by written Change Orders or directives. Upon receipt of a Change Order, the Contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract documents. If any Change Order causes an increase or decrease in the Contract Amount or any extension or shortening of the Contract Time, an equitable adjustment will be made.

Additional Work performed by the Contractor without authorization of a Change Order will not entitle them to an increase in the Contract Amount or any extension of the Contract Time, except in the case of an emergency (subject to approval by City Manager or designee).

It is the Contractor's responsibility to notify their Surety of any changes affecting the general scope of the Work or change of the Contract Amount and the amount of the applicable bonds shall be adjusted accordingly, and an amended bond document furnished to the City. In the event the City directs the Contractor to make a change in the Work, and if the City and the Contractor do not arrive at a mutually acceptable increase or decrease in the Contract Amount, the contractor shall not use any such lack of mutual acceptance as a basis or cause to stop or otherwise delay the progress or the execution and completion of

any of the work ordered, directed or required pursuant to the Contract Documents.

If the Contractor believes an event or situation has occurred which justifies a change in the Contract Amount or Contract Time, he shall deliver a written notice to the City Manager or designee. Each such written notice shall be delivered promptly and no later than fifteen (15) business days after the Contractor first discovered the occurrence. The Contractor shall be deemed to have waived the right to collect any and all costs incurred more than fifteen (15) business days prior to the date of delivery of the written notice and shall be deemed to have waived the right to seek an extension of the Contract Time with respect to any delay in the Progress Schedule which accrued more than fifteen (15) business days prior to the date of delivery of the written notice.

Any such notice shall include sufficient detail to explain the basis of entitlement to a claim for an adjustment to the Contract Amount 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 (if applicable) 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.

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VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO § 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach

by: _____
(Print individual's name and title)

for: _____
(Print name of entity submitting sworn statement)

at: _____
(Business address)

and (if applicable), its Federal Employer Identification Number (FEIN):

(FEIN)

or, if the entity has no FEIN, include the Social Security Number:

(SSN)

by the individual signing this sworn statement:

(Signature)

2. I understand that a "public entity crime" as defined in § 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in § 287.133 (1)(b), Fla. Stat., means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in § 287.133 (1)(a), Fla. Stat., means:
- a. A predecessor or successor of a person convicted of a public entity crime or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who

knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the **statement which I have marked below is true** in relation to the entity submitting this sworn statement (indicate which statement applies).

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 2025, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

(Print, Type, Stamp, or Commissioned
Name of Notary Public) |

VII. NON-COLLUSION AFFADAVIT

STATE OF _____

COUNTY OF _____

I state that I _____ of _____,

(Name and Title)

(Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher 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: _____

Signed By: _____

Print Name: _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 2025, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

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

VIII. SPECIFICATIONS

All work shall conform to the most current Pinellas County Standard specifications, regulations, and details.

Where required work is not covered by Pinellas County Specifications, regulations, and details, the most current FDOT specifications, regulations, and details shall be used, unless otherwise specified.

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. **No coercion for labor or services ("Human Trafficking") Sworn Statement.** Pursuant to Sections 787.06(13), Florida Statutes (2024), the Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows: "Coercion" means:

- a. Using or threatening to use physical force against any person.
- b. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will,
- c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for a debt, if the value of the labor or services are reasonably assessed is not applied toward the liquidation of the debt, the length of nature of the labor or services are not respectively limited and defined;
- d. 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;
- e. Causing or threatening to cause financial harm to any person;
- f. Enticing or luring any person by fraud or deceit, or
- g. 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.

Pursuant to Sections 787.06 and 92.525, Fl. Stat., and under penalties of perjury, Contractor declares that Contractor has read the foregoing including sworn statement that the Contractor sears under penalty of perjury that the Contractor does not use coercion for labor or services (“Human Trafficking”) and the facts state in it are true

27.

28. 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.

29. 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.

30. 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: _____

Signature: _____

By:

By: Frances Robustelli

Its: .Title

Its: City Manager

Date: | _____ |

Date: | _____ |

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brooks
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**

**Asphalt Patching
Services**

**Bids due on or before
2/12/2025 at 9:00 AM EST(Deadline)
City Hall, St. Pete Beach, FL**

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Event	Date	Time
Publication of Bid	01/22/2025	8:00 AM
Pre-Bid Meeting (MANDATORY)		
Deadline for Question Submission	02/05/2025	10:00 AM
Bid Receiving Deadline	02/12/2025	9:00 AM
Bid Opening	02/12/2025	10:00 AM

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in Asphalt Patching Services.

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 "Asphalt Patching Services" 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.

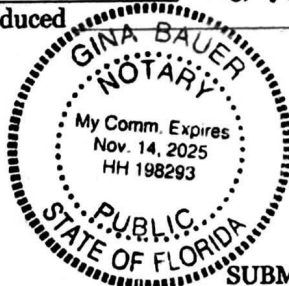
The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach "Asphalt Patching Services".

COMPANY: Florida Parking Inc DATE: 2/7/25
ADDRESS: 1396 Seabreeze St PHONE: 727-420
Clearwater, FL 33754
BIDDER: PLS NAME: Patrick Carr Pres. et
(SIGNATURE) (PRINT NAME & TITLE)

STATE OF FLORIDA Pinellas
COUNTY OF

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of February 2025, 2025, by Patrick Carr, who is personally known to me or has produced PLS as identification.

(SEAL)



Notary Public State of Florida

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

SUBMIT BID TO:

OFFICE OF THE CITY CLERK, CITY OF ST. PETE BEACH
155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706

III. Equipment List

Item	Description	Unit	Est. Quantity	Rate	Total
1	Mobilization	EA	25	\$ 4,500	\$ 112,500
2	SP-9.5 Asphalt Patch	SY	250	\$ 137.60	\$ 34,400
3	SP-12.5 Asphalt Patch	SY	250	\$ 137.60	\$ 34,400
4	Add Lime rock Base-6" lift	CY	20	\$ 65	\$ 1,300
5	Add Crushed Concrete-6" Lift	CY	20	\$ 65	\$ 1,300
6	Perma Drive	SY	250	\$ 216	\$ 54,000
7	Drain Grate Removal	EA	10	\$ 600	\$ 6,000
				Total	\$ 243,900

The above quantities are not intended to represent the actual contract amount but are an estimated amount. These numbers will be used for low bid selection purposes and accepted unit rates will be incorporated into the resulting contract.

The City typically patches between 50 to 100 patches annually but there is no guaranteed minimum patch count for this contract. Work orders will be issued on a bi-weekly basis if needed.

BID ITEM DESCRIPTIONS:

1-MOBILIZATION

Mobilization shall include but is not limited to all preparatory work and operations necessary to commence work. Once mobilization is to be billed for each patching event. There is no assumed minimum patch count or size for a single mobilization

2-SP-9.5 Asphalt Patch

Contractor shall saw cut and remove existing asphalt three feet (36") beyond the edges of each patching area, remove and compact a minimum of 12" of existing base and/or subgrade material in 6" lifts, and place 2" type SP-9.5 asphalt. Adding additional base material shall be billed under a separate pay item. Work is to be done in accordance with the specifications and placed in accordance with the Standard Details. Asphalt pavement type shall match existing.

3-SP-12.5 Asphalt Patch

Contractor shall saw cut and remove existing asphalt three feet (36") beyond the edges of each patching area, remove and compact a minimum of 12" of existing base and /or subgrade material in 6" lifts, and place 2" type SP-12.5 asphalt. Adding additional base material shall be billed under a separate pay item. Work is to be done in accordance with the specifications and placed in accordance with the Standard

Details. Asphalt pavement type shall match existing.

4-Add Lime rock Base-6" Lift

Contractor shall add new lime rock base material within patch limits in 6" lifts to the required depth for completion of the patch. Lime rock base material shall meet the requirements as outlined in the specifications and place in accordance with the Standard Details.

5-Add Crushed Concrete Base-6" Lift

Contractor shall add new crushed concrete base material within patch limits in 6" lifts to the required depth for completion of the patch. Crushed concrete base material shall meet the requirements as outlined in the specifications and placed in accordance with the Standard Details.

IV. GENERAL CONTRACT TERMS

REQUEST FOR BID

The City of St. Pete Beach intends to contract the services of an experienced, qualified contractor to perform asphalt patching services. Patches may be the result of utility repairs performed by Pinellas County, damaged areas in existing asphalt, potholes, or any other pavement patches needing repair. The City will issue the selected contractor work orders on an as needed basis.

LOCATIONS

The City of St. Pete Beach is soliciting bids from qualified Contractors for **Asphalt Patching Services Agreement** at various locations throughout the City..

BID SUBMITTALS

Bid documents must include a signed/notarized Contractor's Bid Submittal (Page 3), Fee Schedule, References, Contractor's license and insurance certificates, and Public Entity Criminal Affidavit. The Contractor shall submit one original, two (2) copies, and an electronic copy (on a USB flash drive) of their total bid documents with their sealed bid package as shown below under bid packages.

BIDDER INFORMATION

All Contractors must contact the City's Procurement Manager, in writing via e-mail (jtaylor@stpetebeach.org), with their intention to bid, along with their company name and contact information at least five (5) business days before the bid package is due. The City is not responsible for any Addendums or other supplementary information that is not received due to non-submittal of the aforementioned information. Please refer back to the city website (<http://www.stpetebeach.org/news-and-links/city-projects.html>) for additional project information as it becomes available. The City reserves the right to decide whether to answer addendums or not. The City is not required to provide any additional information.

MANDATORY PRE-BID MEETING

A **N O N - MANDATORY** pre-bid meeting will be held on **EST** via Teams conference/Teleconference. Please contact the City's Procurement Manager (jtaylor@stpetebeach.org) for a meeting invitation and Teams Meeting instructions.

WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of the scope of work or any other contract documents included in this **RFB**. All questions pertaining to the terms and conditions or scope of work of this Request for Bid (**RFB**) must be sent in writing (e-mail is acceptable) to the City Procurement Manager and shall be received no later than **10:00 EST on 2/05/2025**. Responses to questions may be handled as an Addendum if the response provides 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 **2/12/2025 at 9:00 AM EST** (Deadline). No bids shall be accepted by the City after this deadline – **NO EXCEPTIONS**. Bid Packages must be electronic and submitted through Bonfire or DemandStar. Please contact the Procurement Manager at jtaylor@stpetebeach.org for link to either site.

Clearly marked as: **"Asphalt Patching Services"**

CONTACT INFORMATION

John Taylor – Procurement Manager

Mailing Address - 155 Corey Avenue, St. Pete Beach, Florida 33706

Office Phone - (727) 363-9279

E-mail - jtaylor@stpetebeach.org

SCOPE OF WORK

This work involves furnishing all labor, equipment, materials, and incidental items necessary to asphalt patch various utility trenches, potholes, and damaged areas of existing asphalt within the roadways of the City of St. Pete Beach, FL. This work may require the contractor to saw cut, excavate material, prepare and compact subgrade and base lifts, place limerock and/ or crushed concrete base material, place and compact hot mix superpave asphalt, Perma Drive and dispose of any debris generated by the work.

All work is to comply with the latest edition of the Pinellas County Standard Technical Specifications for Roadway and General Construction and the Pinellas County Standard Detail for Pavement Cuts, Excavation, and Restoration.

DETAILED SPECIFICATIONS

The Contractor shall carefully examine the City ROW and be familiar with the work required for the project. Investigate all site conditions that may affect execution of the work as detailed in the bid documents. Contact the City's Public Works Department for changes or alterations before proceeding. Contractor is responsible for field measurement and review of existing conditions. Contractor is responsible for all utility locates through Sunshine One -Call. Site and surrounding properties must be kept free of debris and thoroughly cleaned upon completion.

All work to be completed within City Property or City Right -Of -Way.

Equipment left on site must be approved by the Public Works Department.

Barricades; cones; and/ or-traffic=control- activities;- AL-L--MOT-requirements- are the -responsibility of the Contractor. Public Notification (via door hanger or mailings) are the responsibility of the Contractor.

Contractor is responsible for all cut and patch within the project limits as a direct result of work performed under this contract. All disturbed areas are to be patched back equal to or better than the existing.

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 i 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

Bidders may visit specific areas with advanced notice.

ASSURANCES

The responding Contractor shall provide a statement of assurance that the Contractor is not presently in violation of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida, and ordinances and regulations of the City of St. Pete Beach will apply.

TRAFFIC CONTROL AND STAGING AREA

Contractor shall include all costs associated with vehicular and pedestrian traffic control and maintenance during the project. Contractor shall be responsible for providing a staging area. The location of this area must be approved by the City Manager or designee. The Contractor will be required to control the area

including any additional fencing or barricades and Contractor will be responsible for the restoration of this and all other staging areas provided by the City.

ASSIGNMENT AND TRANSFER OF CONTRACT

The Contractor shall not assign or transfer this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety, and any such assignment or transfer without such written consent shall be null and void.

SUBCONTRACTS

The Contractor shall not subcontract this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety. Any Subcontractor approved by the City will be subject to the same standards and qualifications as stated in this Contract.

PERFORMANCE PAYMENT BOND

Not required for this contract.

LIQUIDATED DAMAGES

If the work embraced by this Contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the City fixed, agreed, and liquidated damages in the amount of either Five-Hundred Dollars (\$500) per day for each calendar day of delay until the work is satisfactorily completed.

PAYMENT

Payment shall be made to the Contractor for work performed under this Contract for the quantities of work as determined in accordance with Payments for Work Completed and Payments Withheld of this Contract. Payment for extra work will be made in accordance with the Changes in Work, Contract Amount, and Contract Time sections below.

CHANGES IN THE WORK

Without invalidating the Contract, the City may, at any time or from time to time, order additions, deletions or revisions in the work authorized by written Change Orders or directives. Upon receipt of a Change Order, the Contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract documents. If any Change Order causes an increase or decrease in the Contract Amount or any extension or shortening of the Contract Time, an equitable adjustment will be made.

Additional Work performed by the Contractor without authorization of a Change Order will not entitle them to an increase in the Contract Amount or any extension of the Contract Time, except in the case of an emergency (subject to approval by City Manager or designee).

It is the Contractor's responsibility to notify their Surety of any changes affecting the general scope of the Work or change of the Contract Amount and the amount of the applicable bonds shall be adjusted accordingly, and an amended bond document furnished to the City. In the event the City directs the Contractor to make a change in the Work, and if the City and the Contractor do not arrive at a mutually acceptable increase or decrease in the Contract Amount, the contractor shall not use any such lack of mutual acceptance as a basis or cause to stop or otherwise delay the progress or the execution and completion of

any of the work ordered, directed or required pursuant to the Contract Documents.

If the Contractor believes an event or situation has occurred which justifies a change in the Contract Amount or Contract Time, he shall deliver a written notice to the City Manager or designee. Each such written notice shall be delivered promptly and no later than fifteen (15) business days after the Contractor first discovered the occurrence. The Contractor shall be deemed to have waived the right to collect any and all costs incurred more than fifteen (15) business days prior to the date of delivery of the written notice and shall be deemed to have waived the right to seek an extension of the Contract Time with respect to any delay in the Progress Schedule which accrued more than fifteen (15) business days prior to the date of delivery of the written notice.

Any such notice shall include sufficient detail to explain the basis of entitlement to a claim for an adjustment to the Contract Amount 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 (if applicable) 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

EXHIBIT “D”

Public Assistance Grant Supplement

Public Assistance Grant Supplement

1. Applicability of this Exhibit; Conflicts.

- a. This Exhibit shall be fully incorporated into and made a part of the Agreement, as if the terms contained in this Exhibit were fully re-stated within the Agreement itself.
- b. This Exhibit shall apply: (a) in addition to anything contained in the Contract Documents; and (b) notwithstanding anything contained in the Contract Documents to the contrary. No other provision of the Contract Documents shall serve to limit or restrict the obligations imposed upon the parties in this Exhibit.
- c. In the event of a conflict between anything contained in this Exhibit and anything contained elsewhere in the Contract Documents, this Exhibit shall control and take precedence.
- d. Contractor's agreement to the terms contained in this Exhibit is a material inducement for Contractor to enter into the Agreement.
- e. If this Exhibit is attached to a Purchase Order, the term "Agreement" as used herein shall mean and refer to such Purchase Order to which this Exhibit is attached, and the term "Contract Documents" shall refer to all documents attached to and made a part of such Purchase Order.

2. Defined terms.

- a. For purposes of this Exhibit, the following definitions shall apply, in addition to any terms defined elsewhere in the Contract Documents:
 - i. The terms "recipient" and "non-Federal entity," and the term "applicant" as used in Section 3(a)(8) herein, shall have the same meaning as the term "Owner" as used in the Agreement;
 - ii. The term "contract" as used herein shall have the same meaning as the term "Contract" as used in the Agreement; and
 - iii. The term "contractor" or "prime contractor" as used herein shall have the same meaning as the term "Contractor" as used in the Agreement.
 - iv. The term "internal controls" means a process, implemented by a non-Federal entity, designed to provide reasonable assurance regarding the achievement of objectives in the following categories: (a) Effectiveness and efficiency of operations; (b) Reliability of reporting for internal and external used; and (c) Compliance with applicable laws and regulations. 2 CFR §200.61
 - v. The term "supplies" means all tangible personal property other than those described in 2 CFR §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the

non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 CFR §200.94

- vi. The term “disallowed costs” means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. 2 CFR §200.31
- vii. The term “equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. 2 CFR §200.33

3. Equal Employment Opportunity (41 C.F.R. Part 60-1.4(b)).

a. During the performance of this contract, the contractor agrees as follows:

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

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

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

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

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

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (a) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors

violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- (b) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended; the provisions of contract work hours; the Safety Standards Act; the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333); and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as such acts apply to the performance of this Agreement. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

5. The following paragraph, including all subparts, shall apply if the total compensation under the Agreement, including all change orders, exceeds one hundred thousand dollars (\$100,000.00):

Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708).

Contractors engaged in contracts in excess of Two Thousand and 00/100 Dollars (\$2,000.00) shall comply with Federal requirements of the United States Department of Labor under 29 C. F. R., Parts 1, 3, 5, 6, and 7. All Contractors will comply with the following:

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

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 C.F.R. § 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. § 5.5(b)(1), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. § 5.5(b)(1).

(3) *Withholding for unpaid wages and liquidated damages.* The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 C.F.R. § 5.5(b)(2).

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 29 C.F.R. § 5.5(b)(1) through (4) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. § 5.5(b)(1) through (4).

6. Procurement of Recovered Materials (2 C.F.R. § 200.322)

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

7. The following paragraph, including all subparts, shall apply if the total compensation under the Agreement, including all change orders, exceeds one hundred fifty thousand dollars (\$150,000.00):

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

a. Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided through Pasco County, Florida.

4. Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.

B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section

3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

b. Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided through Pasco County, Florida.

8. Debarment and Suspension

a. Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with Executive Orders 12549 and 12689, and 2 C.F.R. pt. 180, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Lobbying Prohibition

- a. No funds or other resources received under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- b. Required Certification. Contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

10. Hatch Act

The Contractor agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or any extent engaged in the conduct of political activities I violation of Chapter 15 of Title V of the U.S.C.

11. Conflict of Interest

The Contractor shall abide by the provisions of 24 C.F.R., 570.611 and 2 C.F.R., 200.112. The Contractor shall maintain no present or future financial interest, direct or indirect, which would

conflict in any manner or degree with the performance of services required under this Agreement as indicated in 2 C.F.R., 200.318.

12. Religious Activities

The Contractor agrees that funds provided will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization, in accordance with the Federal regulations specified in 24 C.F.R., 570.200(j).

13. Access to Records

- a. Access to Records. The following access to records requirements apply to this contract:
 - (1) The Contractor, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, agrees to provide the Department of Economic Opportunity (DEO), the Chief Financial Officer of the State of Florida, The Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives, the Florida Division of Emergency Management, Owner, Pasco County, Florida, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions at reasonable times. "Reasonable" shall ordinarily mean during normal business hours of 8 a.m. to 5 p.m., local time, Monday through Friday.
 - (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (3) The Contractor agrees to provide Pasco County, Florida or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - (4) In compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by Pasco County, Florida or the Comptroller General of the United States.
 - (5) The Contractor shall include the aforementioned recordkeeping requirements in all approved contracts, subcontracts, and assignments.

14. Bonding Requirements

The Contractor agrees that related contracts must include the required contract clauses outlined in 2 C.F.R. § 200.326 and Appendix 11; and if the contract is for construction or facility improvement it must also include the Federal bonding requirements 2 C.F.R. § 200.325.

15. Employment Eligibility Verification

- a. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Contractor to:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subrecipient during the Agreement term; and,
 - ii. Include in all contracts under this Agreement the requirement that contractors, subcontractors, and consultants performing work or providing services pursuant to this Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, and consultants during the term of the contract.
- b. The Department of Homeland Security's E-Verify system can be found at: <http://www.uscis.gov/e-verify>
- c. If the Contractor does not have an E-Verify MOU in effect, the Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

16. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Pasco County, Florida pre-approval.

17. Compliance with Federal Law, Regulations, and Executive Orders

- a. This is an acknowledgement that Pasco County, Florida financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, Pasco County, Florida policies, procedures, and directives.

18. No Obligation by Federal Government

- a. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

19. Program Fraud and False or Fraudulent Statements or Related Acts

- a. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

20. Procurement By Non-Competitive Proposals

- a. Policy:
 - i. It is the policy of BayCare Health System Inc. to follow the Uniform Federal Guidance 2 CFR 200.320 in regard to procurement by noncompetitive proposals (Sole Source Purchasing). Procurement by noncompetitive proposals is

procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source
 - (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
 - (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity
 - (4) After solicitation of several sources, competition is determined inadequate.
- ii. The procurement must be necessary for the program, project, research or other circumstance supported by the grant; not reasonably available and accessible of the type normally charged as a direct cost to existing sponsored agreements and purchased in accordance with other Institutional policies and procedures.

21. In the Event of a Non-Emergent Procurement the PD/PI Should Complete:

- a. **Cost Price Analysis Form** which includes contractor's total cost proposal or price to determine which are allowable, show their direct relation to the requirements and, reasonableness; and complete the related BayCare **Cost Analysis Worksheet** to support the proposed budget or quotation outlined in the Cost Price Analysis Form. Completion of these forms by the originating department will document that a Cost Analysis has been conducted.
- b. If no additional vendors were available to conduct a comparison against using the Cost Price Analysis Form, please also complete and attach the **Sole Source Justification Form**.
- c. **Responsible Contractor Form:** to document that any contractors have been reviewed and approved for their compliance with Uniform Guidance, Title 2, Subtitle A, Chapter II, Part 200, Subpart D, §200.318, section H.
- d. In addition, related contracts must include the required contract clauses outlined in 2 C.F.R. § 200.326 & Appendix 11; and if the contract is for construction or facility improvement also include the Federal bonding requirements 2 C.F.R. § 200.325.

22. Build America Buy America Act (BABA)

- a. The Contractor shall comply with the requirements under the Build America, Buy America Act when using Federal funds for the purchase of iron, steel, manufactured products, and construction materials permanently incorporated into infrastructure projects as applicable pursuant to the Build America, Buy America Act. All iron, steel, manufactured products

and construction materials used under a federally grant funded project must be produced in the United States as applicable pursuant BABA. The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award.

- b. For purposes of this section:
 - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

23. Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms. 2 C.F.R. § 200.321

- a. Contractors will take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible.
- b. Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this section.

24. Compliance with Copeland “Anti-Kickback”

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate instructions may require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

25. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.
2 C.F.R. § 200.216

- a. Under this Agreement, grant funds will not be obligated or expended to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - A. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - B. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - C. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - (4) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
 - (5) For more information, See 2 C.F.R. § 200.471.

26. Historic Artifact Discovery

If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

The terms in this Exhibit are hereby agreed upon by the Contractor as of this 9th day of july, 2025.

Signed: *Patrick Carr*

Print Name: Patrick Carr

Title: President

[END OF EXHIBIT]

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

Agenda Report

Agenda Title Name: Authorize the execution of a Service Agreement with Conure Telecom Services, LLC. for OLIOS Smart License Plate Recognition solution in the amount of \$30,000 for a one-year term.

Action Request: Motion to authorize the City Manager to execute a Services Agreement with Conure Telecom Services, LLC., for Conure's OLIOS smart License Plate Recognition solution in the amount of \$30,000 for a one-year term.

Strategic Objective: Operational Excellence

Date: August 19, 2025

Prepared By: Adam Poirrier, District Chief

Through: Frances Robustelli, City Manager

Summary of Issue: Conure's OLIOS solution is a smart License Plate Recognition (LPR) solution that enables parking enforcement officers to scan license plates of parked vehicles, leveraging Conure's PlateScan technology, and providing officers with authorized/unauthorized status and alerts in real-time. OLIOS solution offers cities real-time operational intelligence and status of parked vehicles, thus enabling smart and efficient enforcement, with an easy-to-use user interface.

Funding: 5605-5310

Attachments:

1. Conure-OLIOS-ServiceAgreement - 07.28.2025
2. 2025-Standard Form Addendum - SPB - 7-9-25



This Master SaaS and Services Agreement (this “Agreement”) is entered into by and between Conure Telecom Services, LLC., a Delaware corporation (“Conure”) with a place of business at 3430 Paddocks Pkwy, Ste 110, Suwanee, GA 30024 and City of St. Pete Beach, FL (“Customer”). Conure and Customer are sometimes referred to jointly as the “parties” or singularly as a “party.”

RECITALS

WHEREAS Customer desires to obtain access to the Services with respect to certain of its information technology needs; and Conure wishes to provide the Services to Customer, each on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SERVICES

1.1 Purpose. This Agreement sets forth the terms and conditions under which Conure agrees to provide (i) certain hosted “solution/software as a service” (“Subscription Services”) for certain software applications (each such application together with any applicable documentation thereto, and programming and user interfaces therefor, a “Platform”) to Authorized Users, as further set forth on each order form (“Order Form”) and (ii) if applicable, all other implementation services, customization, integration, data import and export, monitoring, technical support, maintenance, training, backup and recovery, and change management (“Professional Services” together with Subscription Services, the “Services”) related to Customer’s access to, and use of, such Subscription Services and each Platform, as further set forth on each statement of services (“Statement of Work”) issued hereunder (Order Forms and Statements of Professional Services are sometimes referred to jointly as a “Statement of Services”).

1.2 The Services: Access and Use License. Subject to the terms and conditions of this Agreement, during the Term, Conure shall use commercially reasonable efforts to provide (i) Customer and Authorized Users access to each Platform, and (ii) Customer the Professional Services. Subject to the terms and conditions of this Agreement, during the Term, Conure hereby grants Customer and



Authorized Users a non-exclusive, non-sublicensable, non-transferable, license to access and use each Platform, solely for internal business purposes as set forth herein.

1.3 Subscription Services. Each applicable Order Form shall specify and further describe the Subscription Services to be provided in accordance with the representations and warranties set forth herein, and shall identify, each applicable Platform, user limitations, fees, subscription term and other applicable terms and conditions.

1.4 Professional Services. Each applicable Statement of Work shall specify and further describe the Professional Services to be provided in accordance with the representations and warranties set forth herein, and may, but need not, include, the Professional Services offered, limitations, milestones, fees, term and other applicable terms and conditions.

1.5 Changes to Platform. Conure may, in its sole discretion, make any changes to any Platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Conure's products or services to its customers, (b) the competitive strength of, or market for, Conure's products or services, (c) such Platform's cost efficiency or performance, or (ii) to comply with applicable law.

2. PLATFORM ACCESS AND AUTHORIZED USER

2.1 Administrative/Executive Users. During the configuration and set-up process for each Platform, Customer will identify administrative/executive users for Customer's Conure account. Conure reserves the right to refuse registration of or cancel usernames and passwords it deems inappropriate.

2.2 Authorized Users. Customer may allow such number of Customer's employees and/or independent contractors as is indicated on an Order Form to use the applicable Platform on behalf of Customer as "Customer Users." Additionally, if applicable to a Platform, Customer may allow such number of designees ("Vendor Users" and together with Customer Users, "Authorized Users") and, subject to Conure's then-current Vendor Terms of Use, of its vendors ("Vendors") as is indicated on an Order Form, and their personnel, to access each Platform in connection with such Vendor's activity with Customer through such Platform. Authorized User subscriptions are for designated Authorized Users



and cannot be shared or used by more than one Authorized User but may be reassigned to new Authorized Users replacing former Authorized Users who no longer require ongoing use of the applicable Platform.

2.3 Authorized User Conditions to Use. As a condition to access and use of a Platform, (i) each Authorized User shall agree to abide by the terms of Conure's end-user terms of use which it may adopt from time to time, (ii) Customer Users shall agree to abide by the terms of this Agreement, or a subset hereof, and (iii) Vendor Users shall agree to abide by the terms of the then-current Conure Vendor Terms of Service applicable to such Platform, and, in each case, Customer shall ensure such compliance. Customer shall immediately notify Conure of any violation of the terms of any of the foregoing by any Authorized User upon becoming aware of such violation and shall be liable for any breach of the foregoing agreements by any Authorized User.

3. ADDITIONAL RESTRICTIONS AND RESPONSIBILITIES

3.1 Software Restrictions. Customer will not, nor permit or encourage any third party to, directly or indirectly (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to a Platform or any software, documentation or data related to a Platform ("Software"); (ii) modify, translate, or create derivative works based on a Platform or any Software; (iii) use a Platform or any Software for timesharing or service bureau purposes or other computer service to a third party; (iv) modify, remove or obstruct any proprietary notices or labels; or (v) use any Software or a Platform in any manner to assist or take part in the development, marketing or sale of a product potentially competitive with such Software or Platform. For the avoidance of doubt, Software and the Services, including all user-visible aspects of the Services, are the Confidential Information of Conure, and Customer will comply with Section 4 with respect thereto.

3.2 Cooperation. Customer shall provide all cooperation and assistance as Conure may reasonably request to enable Conure to exercise its rights and perform its obligations under, and in connection with, this Agreement, including providing Conure with such access to Customer's premises and its information technology infrastructure as is necessary for Conure to perform the Services in accordance with this Agreement.



3.3 Restrictions on Export. Customer may not remove or export from the United States or allow the export or re-export of the Software or anything related to a Platform, Software or Services, or any direct product thereof in violation of any restrictions, laws or regulations of any United States or foreign agency or authority.

4. FEES & PAYMENT

4.1 Fees. Customer will pay Conure the then-applicable fees described in an Order Form or Statement of Work, as applicable, in accordance with the terms set forth therein (“Fees”), including, for the avoidance of doubt, any fees incurred through Customer’s use of a Platform exceeding a services capacity parameter specified on an Order Form.

4.2 Payment. Conure may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Conure thirty (30) days after the mailing date of the invoice (unless otherwise specified on the applicable Order Form). Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. In addition to any other remedies available, Conure may suspend Services in the event of payment delinquency.

4.3 No Deductions or Setoffs. All amounts payable to Conure hereunder shall be paid by Customer to Conure in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason except as may be required by applicable law.

5. TERM AND TERMINATION

5.1 Termination. Conure may terminate this Agreement upon written notice to Customer if no Statement of Services is in effect. In addition to any other remedies it may have, either party may also terminate this Agreement upon written notice if the other party fails to pay any amount when due or otherwise materially breaches this Agreement and fails to cure such breach within thirty (30) days or as agreed upon by both parties after receipt of written notice of such breach from the non-breaching party. Notwithstanding the foregoing, if Customer is a state agency or a political subdivision of a state,



or a federal agency or a political subdivision of the federal government, Customer may terminate this Agreement at any time (i) for convenience upon ninety (90) days' written notice to Conure, or (ii) if adequate funds to pay Conure all fees owed hereunder are not appropriated to such Customer during the Term, unless otherwise authorized by law; provided, it is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience, substitution for another procurement system or solution, or to circumvent the requirements of this Agreement in any way.

5.2 Effect of Termination. Upon termination of the Agreement, each outstanding Statement of Services, if any, shall terminate and Customer shall immediately cease all use of, and all access to, the Subscription Services and Conure shall immediately cease providing the Professional Services. If (i) Conure terminates this Agreement pursuant to the second sentence of Section 5.1, or (ii) Customer terminates this Agreement pursuant to clause (i) of the last sentence of Section 5.1, all Fees that would have become payable had each outstanding Statement of Service remained in effect until expiration of its current term will become immediately due and payable.

6. WARRANTY AND DISCLAIMER

6.1 Warranties. Conure represents and warrants that it will perform the Professional Services in a professional and workmanlike manner. Each party represents and warrants that it has the legal power to enter into this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN A STATEMENT OF SERVICE, CONURE DOES NOT WARRANT THAT ACCESS TO THE PLATFORMS, SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES CONURE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. FURTHER, CONURE MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SERVICES PROVIDED BY THIRD PARTY TECHNOLOGY SERVICE PROVIDERS RELATING TO OR SUPPORTING A PLATFORM, INCLUDING HOSTING AND MAINTENANCE SERVICES, AND ANY CLAIM OF CUSTOMER ARISING FROM OR RELATING TO SUCH SERVICES SHALL, AS BETWEEN CONURE AND SUCH SERVICE PROVIDER, BE SOLELY AGAINST SUCH SERVICE PROVIDER. THE PLATFORMS, SOFTWARE AND SERVICES ARE PROVIDED "AS IS," AND CONURE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-



INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. PUBLICITY

Customer agrees that Conure may identify Customer as a customer and use Customer's logo and trademark in Conure's promotional materials. Customer may request that Conure stop doing so by submitting an email to sales@conurets.com at any time. Customer acknowledges that it may take Conure up to 30 days to process such request. Notwithstanding anything herein to the contrary, Customer acknowledges that Conure may disclose the existence and terms and conditions of this Agreement to its advisors, actual and potential sources of financing and to third parties for purposes of due diligence.

8. NOTICES

All notices, consents, and other communications between the parties under or regarding this Agreement must be in writing (which includes email and facsimile) and be addressed according to information provided on an Order Form.

All notices, consents and other communications between the parties under a Statement of Services will be sent to the recipient's address specified thereon. All communications will be deemed to have been received on the date actually received. Either party may change its address for notices by giving written notice of the new address to the other party in accordance with this Section.



Statement of Work

This Statement of Work is pursuant to the terms per the Master SaaS and Services Agreement (“Agreement”)

Product/Solution : Conure OLIOS LPR Solution

Solution Description : Conure’s OLIOS solution is a smart License Plate Recognition (LPR) solution that enables parking enforcement officers to scan license plates of parked vehicles, leveraging Conure’s *PlateScan* technology, and providing officers with authorized/unauthorized status and alerts in real-time. OLIOS solution offers cities real-time operational intelligence and status of parked vehicles thus enabling smart and efficient enforcement, with easy-to-use user interface.

Solution Details :
OLIOS Web Portal Access (Executive & PEO users)
OLIOS Smart LPR Cameras mounted on city vehicle(s) - 3
OLIOS Solution Cloud hosting on Conure Server
Online On Demand Real-Time/Historical Reports
OLIOS PEO desktop solution installed on laptop with PEO login
Payment API (ParkMobile, Flowbird) Integration
Digital Permit API (Passport) Integration
Geofence management for parking enforcement by zones
Conure will retain the data for upto 3 months.
Internet access in vehicles to be provided by city
No of vehicles: 3



Term Start Date : August 1st, 2025

ALPR Performance : Evaluation criteria for OLIOS ALPR solution would be based on the following:

- License Plate Scan Accuracy > 97%
- License Plate Read Accuracy > 95%
- Unauthorized Parking Session Detection Accuracy > 95%

Pricing : For the SOW defined above, Conure will invoice \$30,000 (USD) for ONE Year



The parties are signing this Service Agreement.

Conure Technology Services, LLC

Nadeem Haider

By: _____

Name: Nadeem Haider

Date: July 28, 2025

Address: 3430 Paddocks Pkwy, Ste 110, Suwanee, GA 30024

City of St. Pete Beach, Florida

By: _____

Name: Adam Poirrier

Date: _____

Address: 155 Corey Avenue, St. Pete Beach, FL 33706

CITY OF ST. PETE BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS ADDENDUM modifies that certain contract for services made and entered into this _____ day of _____, 2025, by and between the CITY OF ST. PETE BEACH, a Florida municipality, hereinafter referred to as the “City”, and **Conure Technology Services, LLC**, 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 a limited waiver of sovereign immunity for tort liability for Florida public agencies; and

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

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

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

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

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

WHEREAS, Section 787.06(13), Fla. Stat. provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the

nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute;

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

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

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

- (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:**

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

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

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

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

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

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

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

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

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

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

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

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

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

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

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

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

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

A. None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

Contractor:

Nadeem Haider

Print Name: Nadeem Haider

Title: President - CEO

Company: Conure Technology Services, LLC

ATTEST:

City of St. Pete Beach

City Clerk

Frances Robustelli, City Manager

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

Agenda Report

Agenda Title Name: Authorize the execution of a Service Agreement with Joe Payne Inc. for Community Development Temporary Personnel during Emergency and Non-Emergency Periods.

Action Request: Approval of Joe Payne Inc. Service Agreement

Strategic Objective: Operational Excellence

Date: August 19, 2025

Prepared By: Patty Kordis, Community Development Receptionist

Through: Laura Canary, Community Development Director

Summary of Issue: In May 2025, the City issued a Request for Proposals (RFP) in response to the identified need for additional staffing support within the Community Development Department during both emergency situations (e.g., natural or manmade disasters) and non-emergency periods. Two firms submitted proposals, and following a thorough evaluation process, the Evaluation Committee recommended entering into service agreements with both firms.

This contract will allow the City to continue its partnership with Joe Payne, Inc. to provide on-call personnel support on an as-needed basis. Such support will enhance the City's ability to respond swiftly and effectively during declared emergencies, sustain service levels during peak demand or staffing shortages, and minimize delays in permitting, inspections, and development services.

Engaging multiple firms under contract ensures operational flexibility, a rapid response capability, and continuity of services under a range of conditions.

This new agreement will supersede the existing piggyback agreement currently in place. Services will be procured on an as-needed basis, and expenditures will

remain within the City Manager's pre-authorized spending authority. The remaining balance of the existing Purchase Order with Joe Payne Inc., totaling \$111,960.75 as of August 5, 2025, will be transferred to the new Purchase Order established under this agreement.

Funding:

Building Fund - approval of this does not increase the total amount previously authorized by the Commission and included in the budget.

Attachments:

1. Joe Payne Inc Agreement Signed by Payne

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Community Development Emergency and No-Emergency Personnel

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and Joe Payne, Inc. or JPI. (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 per attached pricing sheet.
 - 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 (3) three years with (2) two, (1) one year extensions from the Effective Date. |
11. Effective date. The “Effective Date” of this Agreement shall be the date this Agreement has been executed by all parties.
12. Termination. This Agreement may be canceled by the City when:
 - a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
 - b. Sub-standard or non-performance of Agreement.
 - c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.
13. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.
14. Non-Exclusivity. Contractor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.
15. Compensation. Upon Contractor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay

Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B.

16. Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an 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)
- d. FEMA Addendum (Exhibit D)

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:

Joe Payne, Inc., DBA JPI
Joe Payne, PE MBA
9629 Gretna Green Drive
Tampa, FL 33626

As to City:

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

With Copy To:

joepayneinc@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.

Joe Payne, Inc., DBA JBI

City of St. Pete Beach:

Signature: Joseph Payne

Signature: _____

By: Joe Payne, PE, MBA

By: Frances Robustelli

Its: .Owner

Its: City Manager

Date: 07.24.25

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brookes
City Attorney

Renee Rose
City Clerk

CITY OF ST. PETE BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS ADDENDUM modifies that certain contract for services made and entered into this ____ day of _____, 2025, by and between the CITY OF ST. PETE BEACH, a Florida municipality, hereinafter referred to as the “City”, and _____, 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 a limited waiver of sovereign immunity for tort liability for Florida public agencies; and

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

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

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

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

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

WHEREAS, Section 787.06(13), Fla. Stat. provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the

nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute;

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

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

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

- (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:**

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

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

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

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

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

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

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

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

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

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

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

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

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

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

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

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

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

A. None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

Contractor:

Joseph Payne

Print Name: Joseph Payne

Title: President

Company: Joe Payne, Inc.

ATTEST:

City of St. Pete Beach

City Clerk

Frances Robustelli, City Manager

EXHIBIT “B”

(Place Request for Bid behind this page)



City of St Pete Beach Request for Proposals

**Community Development Temporary
Personnel during Emergency and Non-
Emergency Periods**

**Proposals due on or before
6/11/2025 at 9:00 AM EST(Deadline)
City Hall, St. Pete Beach, FL**

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Event	Date	Time
Publication of Bid	05/14/2025	8:00 AM
Pre-Bid Meeting (MANDATORY)	05/20/2025	10:00 AM
Deadline for Question Submission	06/04/2025	10:00 AM
Bid Receiving Deadline	06/11/2025	9:00 AM
Bid Opening	06/11/2025	9:00 AM

II. CONTRACTOR'S PROPOSAL SUBMITTAL

The company that is submitting a proposal declares that it has extensive experience in providing **Community Development Temporary Personnel during Emergency and Non-Emergency Periods**.

The undersigned, as Proposer, hereby declares that the only person or persons interested in the Proposal as principal or principals are named herein, and that no person other than herein mentioned has any interest in the Proposal or in the Agreement to be entered into; that this Proposal or Agreement is made without connection with any other person, company, or parties making a Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Proposer 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 proposals; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Proposer proposes and agrees, if the Proposal is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for "**Community Development Temporary Personnel during Emergency and Non-Emergency Periods**" 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 Proposer shall be required to utilize the template Agreement in this Request for Proposals (RFP) and any questions regarding the Agreement must be addressed during the RFP process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Proposer proposes to furnish all materials, equipment, labor, and perform the work submitted in their proposal schedule for the City of St. Pete Beach "**Community Development Temporary Personnel during Emergency and Non-Emergency Periods**".

COMPANY: _____	DATE: _____
ADDRESS: _____	PHONE: _____
PROPOSER: _____ (SIGNATURE)	NAME: _____ (PRINT NAME & TITLE)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of ☐ physical presence or ☐ online notarization**, this ____ day of _____, 2025, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

(Print, Type, Stamp, or Commissioned
Name of Notary Public) |

III. FEE SCHEDULE

Non-Emergency Schedule (as Needed)

TYPE	Hourly Rate	Overtime Rate
Permit Tech		
Substantial Damage Inspectors		
Plans Examiners		
Building Official		
Flood Plain Specialist		
Deputy Building Official		
Inspectors		

Emergency Schedule (Required)

Type	Minimum Number of Personnel Required	Hourly Rate	Overtime Rate
Permit Tech	10		
Substantial Damage Inspectors	24		
Plans Examiners	3		
Building Official	1		
Deputy Building Official	1		
Flood Plain Specialist	1		
Inspector	4		

IV. GENERAL CONTRACT TERMS

REQUEST FOR PROPOSALS

The City of St. Pete Beach request bids for Personnel in our Community Development office during Emergency and Non-emergency periods.

REQUEST FOR PROPOSAL SUMMARY

During the past year, the City of St. Pete Beach has recognized the need to have contracted assistance in our Community Development department during Emergency Declared Disasters (Natural or Manmade Disasters) and during non-Emergency times. Because of this, we are looking for multiple firms that would be able to assist the City with additional personnel.

PROPOSAL SUBMITTALS

Proposal documents must include a signed/notarized Contractor's Proposal Submittal (Page 3), Fee Schedule, References, Contractor's license and insurance certificates, and Public Entity Criminal Affidavit. The Contractor shall submit electronic proposals only. Bidders must submit electronically through online platforms Bonfire and DemandStar. When bidding electronically, only one copy should be submitted.

Proposal documents must include all items listed under the Proposal Submittal Instructions section of this RFP.

Electronic proposals must be submitted by **9:00 AM EST on June 11, 2025 (Deadline)**.

Clearly marked as: "**Community Development Temporary Personnel during Emergency and Non-Emergency Periods**"

PROPOSER INFORMATION

All prospective Proposers must contact the City's Procurement Manager, in writing via e-mail (jtaylor@stpetebeach.org), with their intention to submit, along with their company name and contact information at least ten (10) business days before the proposal submittal deadline. 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-PROPOSAL MEETING

A non-mandatory pre-proposal meeting will be held on **5/20/2025 at 10:00 AM EST** via Teams Video conference/Teleconference. Please contact the City's Procurement Manager (jtaylor@stpetebeach.org) for a meeting invitation and Teams Meeting instructions.

CONTACT INFORMATION

Procurement Manager - John Taylor

Mailing Address - 155 Corey Avenue, St. Pete Beach, Florida 33706
Office Phone - (727) 363-9279
E-mail - jtaylor@stpetebeach.org

SUBMISSION OF PROPOSALS

Proposers should follow the format specified in this RFP and structure their responses to follow the sequence of the Proposal Submittal Instructions when submitting a proposal. An Evaluation Committee will evaluate the proposals received based on responsiveness to the evaluation criteria below and price information provided on the fee schedule.

Proposer is advised that exceptions to any of the terms contained in this RFP or the service agreement must be identified in its response to the RFP. Failure to do so may lead the city to declare any such term non-negotiable. The proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

EVALUATION CRITERIA

The evaluation criteria define the factors that will be used by an Evaluation Committee to evaluate responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate their proposals. The contract will be awarded to the proposer who is determined to be the most advantageous for the City.

The following criteria, in order of priority, will be considered in the evaluation of the proposal:

- The ability, capacity, and skill of the Proposer to perform the contract;
- The cost of the services provided, including any contract renewals;
- The performance of previous contracts and references;
- The sufficiency of the financial resources and ability of the Proposer to provide services for the term of the contract, including extensions; and
- Any other factors determined to be pertinent at the discretion of the Evaluation Committee.

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposals shall include the following:

- A signed and notarized Proposer's Contract Proposal.
- A completed Fee Schedule. Note any exceptions.
- Current proof of insurance certificate.
- A letter from the surety company stating the contractor is bondable up to \$10,000.00 and upon activation following a disaster event a performance bond will be issued.
- A list of references and minimum qualifications as outlined in Section V.
- Include four (4) originals and one (1) unbound copy of the proposal package, along with a copy of the entire proposal on a USB Flash Drive in PDF format.

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 **RFP**. All questions pertaining to the terms and conditions or scope of

work of this Request for Proposal (**RFP**) 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 6/4/2025**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFP**. 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 **RFP** 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. If the Proposer discovered the opportunity through one of the two online platforms (Bonfire or DemandStar), do not submit questions through these platforms. Only questions emailed directly to the City Procurement Manager will be answered.

SCOPE OF WORK

During the past year, the City of St. Pete Beach has recognized the need to have contracted assistance in our Community Development department during Emergency Declared Disasters (Natural or Manmade Disasters) and during non-Emergency times. Because of this, we are looking for multiple firms that would be able to assist the City with additional personnel.

DETAILED SPECIFICATIONS

The City of St. Pete Beach is looking for vendors that can supply personnel in the following areas:

- Permit Tech-Experience if possible
- Substantial Damage Inspectors-Experience in Construction, Insurance Adjustment, etc.
- Plan Examiners-Must be Licensed in the State of Florida
- Building Official-Must be Licensed in the State of Florida
- Deputy Building Official-Must be Licensed in the State of Florida
- Flood Plain Specialist-CFM Certification preferred, but will accept someone with Experience in the field.
- Inspectors-Licensed in the state of Florida

During Non-Emergency periods, all positions would be on an as-needed basis.

During Emergency times, The City would need a guarantee that each firm could provide the minimum number of personnel required as outlined above and on the Fee Schedule.:

ADDITIONAL WORK DETAILS

Proposers or persons wishing to submit a proposal on this project shall be licensed, bondable and insured in accordance with the City's requirements. The Proposer will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Proposal must also include all costs for licenses, permits and any material disposal fees.

Proposers 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 Procurement Manager at least ten (10) business days before proposal submittal deadline. Clarification of intent of Contract Documents, if necessary, shall be made available to Proposers in the form of an Addendum. Failure to request clarification of interpretation of Contract Documents shall not relieve Proposers of their responsibilities to perform the work.

The City of St. Pete Beach reserves the right to reject any or all proposals or parts of proposals, or accept

any proposal or part thereof deemed to be in the best interests to the City of St. Pete Beach.

STATEMENT OF WORK

The Proposer 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 Proposer's Proposal and Proposal 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 Proposer shall, within ten (10) business days after receipt of the Notice of Award and before commencement of any operations hereunder, execute the Agreement. Additionally, the Proposer shall, within twenty (20) business days after receipt of the Notice of Award, provide all required documentation to the City.

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. |

COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposers. No payment will be made for any responses received or for any other effort required of or made by; the Proposer's prior to contract commencement.

ORAL PRESENTATION

The City may require an oral presentation of the proposal at the Evaluation Committee's discretion. This could also include a formal interview of any and all members of the Proposer's contract management staff.

CONFLICT OF INTEREST

The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in FL Stat. 112.311. The Proposer further represents that no person having any interest shall be employed for said performance.

The Proposer shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the city as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to notify the Proposer of its opinion by certified mail within

thirty days of receipt of notification by the Proposer.

LATE PROPOSAL OR MODIFICATIONS

Modifications in writing received prior to the time set for the proposal submittal will be accepted. Proposal modifications received after the time set for the proposal submittal will not be considered.

RELATED PARTIES AND MULTIPLE PROPOSALS

Where two (2) or more related parties each submit a proposal or multiple proposals are received from (1) Proposer, for any such contract, such proposals shall be judged non-responsive. Related parties mean Proposers or the principles thereof, which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principles thereof where one (1) Proposer has a direct ownership interest in another Proposer for the same contract.

RIGHT TO AUDIT

The City of St. Pete Beach reserves the privilege of auditing a Proposer's record as such records relate to purchases or work between the City and said Proposer. Records should be maintained for three years from contract date.

VARIANCE FROM STANDARD TERMS & CONDITIONS

All standard terms and conditions stated throughout the RFP apply to this contract except as specifically stated. This should be fully understood by Proposers prior to submitting a proposal.

ASSIGNMENT

The Proposer shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer must disclose that intent in the proposal. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) business days of Proposer's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City shall include but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

LOBBYING

Lobbying of Evaluation Committee members, City employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid award or bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City and shall be prohibited until either an award is final or the protest is finally resolved by the City Manager or Procurement Manager; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting City departments to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision, lobbying activities shall include but not be limited to,

influencing or attempting to influence action or non-action in connection with any requests for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

ADDITIONAL REQUIREMENTS

The City reserves the right, by change order, to unilaterally add or delete locations/services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interest of the City. In such case, the Proposer will be required to provide or reduce services to this contract in accordance with the terms, conditions, and specifications.

SERVICES AGREEMENT

A written agreement incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer, and presented to the City Commission for approval and signature.

INTEGRITY OF REQUEST FOR PROPOSAL DOCUMENTS

Proposers shall use the original RFP forms provided within the RFP and enter information in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP forms if sufficient space is not available on the original form for the Proposer to enter a complete response. Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of the RFP. Any such modifications or alterations a Proposer wishes to propose must clearly be stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

The term "City Manager or designee" wherever used in this 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 contract and requirements and shall determine acceptance of the work under this 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 contract terms 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.

ASSURANCES

The responding Proposer shall provide a statement of assurance that the Proposer 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.

ASSIGNMENT AND TRANSFER OF CONTRACT

The Proposer shall not assign or transfer this Agreement or any part thereof or any interest therein without consent in writing of the City and the Proposer's Surety, and any such assignment or transfer without such written consent shall be null and void.

SUBCONTRACTS

The Proposer shall not subcontract this Agreement or any part thereof or any interest therein without consent in writing of the City and the Proposer'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

N/A |

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 Proposer 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 Proposer 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.

PERIOD OF PERFORMANCE

A twelve (12) month time limit shall apply to the period of performance.

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 Proposer 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 Proposer 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 Proposer'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

Proposer to make a change in the Work, and if the City and the Proposer do not arrive at a mutually acceptable increase or decrease in the Contract Amount, the Proposer 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 Proposer believes an event or situation has occurred which justifies a change in the Contract Amount or Contract Time, they 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 Proposer first discovered the occurrence. The Proposer 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 Proposer 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 Proposer shall prepare proposals 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 Proposer's submitting a written notice of a change or claim for an adjustment to the Contract Amount or Contract Time. Proposer's proposals 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 proposal will not justify an increase in Contract Amount or Contract Time. Proposer agrees that it shall give the City access to any and all of Proposer'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 Proposer for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Proposer 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 Proposer 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.

Proposer proposals 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 Proposer's costs, except that the term "Subcontractor" shall replace the term "Proposer," 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 Proposer, 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 Proposer 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 Proposer 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 Proposer'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 Proposer 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 Proposer and Subcontractors, suppliers, etc., to substantiate the basis and amount of the various cost items involved. Material costs shall reflect the Proposer'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 Proposer (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 Proposer 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 Proposer 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 Proposer shall coordinate with the City regarding the delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Proposer 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 Proposer 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 Proposer. 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 Proposer 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 Proposer, including that retained by the City, should be paid to the Proposer. Such payment shall be conditioned, however, upon the submission by the Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer
- f) Failure of the Proposer 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 Proposer, 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 Proposer.

Before the approval of the final payment, the Proposer 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 Proposer, 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 Proposer all sums due under this contract or the balance remaining unpaid is insufficient to protect the City, the Proposer 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 Proposer. 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.

LICENSES AND PERMITS

The Proposer 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 Proposer is responsible for non-compliance of all permit requirements, including all fines resulting from Proposer's non-compliance of said requirements (if applicable).

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 Proposer 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 Proposer awarded the project, MUST also register their license with the City.

LABOR PROVISIONS

The Proposer 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. The State of Florida prevailing wage law requires that the Proposer shall fully comply with all provisions contained in Section 215.19, "Schedule of Prevailing Wage Rates for Specified Public Construction." The wage rates set forth by such determination shall apply to this project.

INSURANCE

The Proposer 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: Proposer's General Public Liability and Property Damage Insurance issued to the Proposer and protecting the Proposer 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 Proposer or by any Subcontractor hired by the Proposer or anyone directly or indirectly employed by the Proposer or hired by the Proposer.

The successful Proposer 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 Proposer or third party under the direction or control of the Proposer. Such general and excess liability coverage shall be primary to any other coverage carried by the City of St Pete Beach. Proposer must furnish the City with Certificate of Insurance prior to commencement of work. An approved Certificate of Insurance furnished by the Proposer's carrier to guarantee the Proposer 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 Proposer 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 Proposer shall make good any such damage, injury, or loss, except such as may be caused by agents or employees of the City.

The Proposer 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 Proposer will provide security on off days and holidays. The Proposer shall be responsible for all charges incurred with such action.

The Proposer 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 Proposer, 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

Proposer shall also protect adjacent property as required by law.

PARKING

The Proposer 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 Proposer will be asked to coordinate with the City's representative on site on a regular basis to minimize the impact on residents and visitors.

VEHICLES

Business vehicles shall be identified on both sides with the name of the company.

WORKMANSHIP

The Proposer 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 Proposer to acquaint themselves with any aspect of the work or with any of the applicable conditions shall not relieve the Proposer 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.

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 Proposer and shall be inclusive to the prices as stated in the PROPOSAL 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 Proposer 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 Proposer 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."

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, Proposer 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 Proposer of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Proposer 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 PROPOSER

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 Proposer 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 Proposer shall provide, at his/her cost and expense, any additional land required. It will be the responsibility of the Proposer 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 Proposers 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 Proposer shall fully cooperate with such other Proposers and carefully fit his/her own work to that provided under other Contracts, as may be with the performance of work by any other Proposer or City.

COOPERATIVE PURCHASING

Pursuant to their own governing laws and subject to the agreement of the Proposer, governmental entities may make purchases under the terms and conditions contained in the executed Contract, if agreed to by Proposer. Such purchases are independent of the Contract between the City and the Proposer, 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 Proposer 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 Proposer 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 Proposer'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 Proposer 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 Proposer 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 Proposer, which termination shall take effect immediately upon service of notice thereof on the Proposer 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 Proposer 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 Proposer, the excess unpaid Contract balance shall be paid to the Proposer. 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 Proposer, the Proposer 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 Proposer itself or direct the activities of the Proposer in doing so, employing such additional help as the City deems advisable. In such event, the City shall be entitled to collect from the Proposer and his Surety, or to deduct from any payment then or thereafter due the Proposer, the costs incurred by it through the default of the Proposer, provided the City Manager or designee approves the amount thus charged to the Proposer.

The City may require the Surety on the Proposer's bond to take control of the work at once and see to it that all deficiencies of the Proposer 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 Proposer 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 Proposer 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 Proposer's operations. The City shall also have the right to enter the premises with the Proposer 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 Proposer 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 Proposer hereunder shall constitute a waiver by the City of any claim which the City may have against the Proposer 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 Proposer's expense.

The City Manager or designee may order re-examination of questioned work and if so ordered, the Proposer 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 Proposer shall pay such costs unless they show that the defect in the work was caused by another Proposer, and in that event, the City shall pay such cost.

The inspection of the work shall not relieve the Proposer 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.

PROPOSAL REVIEW AND CONTRACT AWARD

Failure to submit all documents requested at the time of proposal may deem the Proposer's proposal ineligible for award. The City of St. Pete Beach reserves the right to reject any or all proposals or parts of proposals. The contract shall be awarded by written notice to the responsible and responsive Contractor whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the price and other criteria set forth in this request for proposals. The City may waive any informality.

LOCAL, STATE AND FEDERAL COMPLAINT REQUIREMENTS

The laws of the State of Florida do apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to their proposal 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:

- Proposer agrees to comply with all applicable portions of Fla. Stat. 448.095. Proposer 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) Proposer 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 Proposer 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) Proposer shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- Proposer 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 Proposer'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. Proposer 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 proposal 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 Proposer, the Proposer 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 proposals, to waive irregularities and technicalities, and to request re-submission. If only one proposal is received by the proposal date and time listed, the proposal may or may not be rejected by the City depending upon proposal 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 proposals. The City reserves the right to award the contract to a responsible

proposer submitting a responsible proposal, with a resulting negotiated agreement which is most advantageous and in the best interest of the City.

Proposers, Proposers, their agents, and associates shall not contact or solicit any City Commission member, City employee, or official regarding this RFP during any phase of the proposalding process. Failure to comply with the provision may result in disqualification of the Proposer, at the option of the City. Only that individual listed, or an approved designee, as the contact person for this RFP 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 Proposer's previous bonds for the past five (5) years.

The City shall be the sole final judge of qualifications of Proposer to perform service and reserves the exclusive right to accept or reject any proposal as it deems to be in the best interests of the City. The City reserves the right to make such investigation, as it deems necessary, to determine the ability of any proposer to perform the work or service requested. Failure to comply with the requirements of this section may be grounds for rejecting a response.

VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO § 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach

by: _____
(Print individual's name and title)

for: _____
(Print name of entity submitting sworn statement)

at: _____
(Business address)

and (if applicable), its Federal Employer Identification Number (FEIN):

(FEIN)

or, if the entity has no FEIN, include the Social Security Number:

(SSN)

by the individual signing this sworn statement:

(Signature)

2. I understand that a "public entity crime" as defined in § 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any proposal 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 proposals or applies to proposal on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the **statement which I have marked below is true** in relation to the entity submitting this sworn statement (indicate which statement applies).

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 2025, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

(Print, Type, Stamp, or Commissioned
Name of Notary Public) |

VII. NON-COLLUSION AFFADAVIT

STATE OF _____

COUNTY OF _____

I state that I _____ of _____,

(Name and Title)

(Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher 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: _____

Signed By: _____

Print Name: _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 2025, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

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

VIII. SPECIFICATIONS

IX. SAMPLE AGREEMENT

Sample Agreement behind this page.

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Title of Agreement

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and (Vendor Name Here). (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 \$().
 - 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 (3) three years with (2) two, (1) one year extensions from the Effective Date.]
11. Effective date. The “Effective Date” of this Agreement shall be the date this Agreement has been executed by all parties.
12. Termination. This Agreement may be canceled by the City when:
- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
 - b. Sub-standard or non-performance of Agreement.
 - c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.
13. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.
14. Non-Exclusivity. Contractor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.
15. Compensation. Upon Contractor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay

Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B.

16. Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an 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:
- Standard Form Addendum (Exhibit “A”)
 - Request for Bid (Exhibit “B”)
 - 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.

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.

City of St. Pete Beach:

Signature: _____

Signature: _____

By: (Name)

By: Frances Robustelli

Its: .Owner

Its: City Manager

Date: _____

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 ____ day of _____, 2025, by and between the CITY OF ST. PETE BEACH, a Florida municipality, hereinafter referred to as the “City”, and _____, 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)

EXHIBIT “C”

(Place Vendor’s Proposal Behind this Page)

EXHIBIT “C”

(Place Vendor’s Proposal Behind this Page)



Request for Proposals For

Community Development Temporary Personnel during Emergency and Non- Emergency Periods

Submitted to:

ALL QUALIFICATIONS PACKAGES MUST BE SUBMITTED ELECTRONICALLY

By:

June 11th at 9am (EST) (Date of Proposal)

From:



5995 S A1a

Melbourne, FL 32951

c/o Joe Payne, PE MBA

joe@jpiflorida.com/ 800-488-1956

Submittal: electronic



GLOBAL ANALYTICAL
PROFESSIONALS



THE
FOUNTAIN
GROUP



CERTERRA



JPI TABLE OF CONTENTS

JPI provides the following Table of Contents for the major areas of the response. This report consecutively numbers all pages in the footer. The response contains un-numbered pages of supplementary information.

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TAB 1- BRIEF DESCRIPTION OF HISTORY AND CAPABILITIES OF FIRM

June 6th, 2025

Community Development Temporary Personnel during Emergency and Non- Emergency Periods

Mr. John Taylor, Procurement Manager
jtaylor@stpetebeach.org

Dear Mr. Taylor and Members of the Selection Committee,

JPI is pleased to present our response to this advertisement. *JPI is ideally suited as a vendor for this advertisement* for the following reasons:

1. *JPI is a current vendor* with the Building Department. We have heard only positive feedback.
2. *JPI received our 1st contract with the City in 2022* and we currently staff with a Building Official, Deputy Building Official, Inspectors, Plan Examiners, and a Senior Permit Technician.
3. *JPI has local knowledge*. We currently serve as the consultant for all Building Department activities for twenty municipalities in the region.
4. JPI offers diverse technical staffing. Currently, we provide Senior Engineer support to Pinellas County DRS. Also, for the City of Anna Maria. JPI supplies City Engineering, Floodplain Management, Code Enforcement, and additional services.
5. JPI has State Emergency Management contracts with *FDEM which can provide an alternate source of payment/ reimbursement* for our services during storm events.

As the City's contracted provider for Building Department, JPI continues to maintain full operational capacity in everyday operations along with support of ongoing post-storm recovery. Our team, including the Building Official, Plans Examiners, Building Inspectors and more recently the Deputy Building Official—*has been embedded in the municipality throughout the rebuilding process and is fully integrated into the City's workflows*. We are currently supporting substantial damage assessments, field inspections, floodplain management and code compliance utilizing iWorQ to manage the workflow.

The **Building Official** serves as the lead coordinator between the City, FEMA, FDEM, NFIP, and Pinellas County, providing strategic oversight of permitting processes and building code



enforcement. This role ensures departmental policies remain adaptive to evolving recovery needs, especially in the aftermath of major events such as the 2024 storms. Responsibilities include final review of complex floodplain compliance cases, interpretation of substantial damage thresholds, and aligning local operations with federal, state, and county mandates. In response to challenges in accurately documenting storm-related damages, the Building Official is also at the forefront of implementing innovative assessment methods and procedural updates being developed across all government levels including but not limited to the implementation of Forerunner.

The **Deputy Building Official** working at the direction of the Building Official manages the day-to-day operations of the department, supervising inspectors, plans examiners and permitting staff to ensure consistent, thorough and efficient workflow. Acts as liaison between building official and property owners/contractors on escalated issues. Provides biweekly training for staff on relevant topics. Fills in to cover any staffing shortfalls to ensure inspections/reviews are completed in a timely fashion. Steps in as the building official in their absence.

Our **Plans Examiners** performs thorough reviews of permit applications and construction documents for compliance with the Florida Building Code, and City Codes including local floodplain ordinances. Emphasis is placed on elevation certificates, substantial improvement/damage evaluations, and expedited reviews for demolition and reconstruction projects. The **Building Inspectors** conduct 15–30 inspections per day, verifying building, electrical, mechanical, plumbing and floodplain compliance. Inspectors flag unsafe or non-compliant conditions, provide written documentation, and coordinate with staff to streamline follow-up actions. Inspectors and Plans Examiners document all results in iWorQ along with supporting documentation.

The **Floodplain Manager** is responsible for issuing final Substantial Improvement/Substantial Damage (SI/SD) determinations, guiding property owners and contractors through projects involving non-conforming structures, and maintaining the documentation required for FEMA audits. The Floodplain Manager also oversees the roles and limitations of Private Providers within the floodplain in accordance with federal regulations. Additionally, they lead the City's efforts during annual and five-year Community Rating System (CRS) visits and serve as the custodian of elevation certificates and historical flood maps with the goal to improve the City's CRS rating.

Permit Technicians are responsible for intaking permits at the counter or through iWorQ, responding to inquiries via email and in person, reviewing applications for completeness, assessing permitting fees and invoicing applicants, registering contractors, scheduling inspections/plan reviews and seeing the applications all the way through to issuance and ultimately closing the permit. In addition to providing responsive customer service and de-escalating potentially tense situations, Permit Technicians assist with substantial damage appeal documentation, maintain records required for FEMA and NFIP compliance, and ensure timely, clear communication with property owners and contractors throughout the permitting process.



JPI appreciates the opportunity to submit our qualifications on this contract. JPI looks forward to servicing and working with the City to meet operational needs. JPI is 100 percent committed to government services, has no private industry clients, and has zero conflicts to the work of this contract. Please let this letter serve as our formal agreement to be bound by the submittal without modifications unless mutually agreed to upon further negotiations between The City and JPI. We have been in business for 15 years. We are qualified under the laws, rules, and regulations of the State of Florida to perform the work required by these contract documents. Documentation is required. Our sunbiz.org document number is P10000059808 and Joe Payne is a Professional Engineer with a PE license of 55751. JPI assures our ability to meet the insurance and performance requirements set out in this RFP if selected for award. JPI's specialization is providing professional services to Building Departments, which is the purpose of this advertisement. As a brief summary of past experience supporting JPI's qualifications to perform these professional services, we offer the following:

1. JPI field inspectors have completed approximately 1,500,000 field inspections.
2. JPI completed approximately 20,000 field inspections and approximately 4,000 plan reviews for the City during our relationship.
3. The Project Manager, Joe Payne, is the President of JPI and has 100% control of all resources and fully commits to use these resources on this contract.
4. The JPI President will come out of the office to fulfill service requests on this contract and has done so for the previous fifteen years.

The JPI team for this pursuit includes key subconsultants to supplement Emergency Services. **Fundamentally, when a storm occurs and during Emergency Services, professionals from outside the storm affected area need to be brought into the region to temporarily service the community.** In summary, JPI will provide the non-emergency services, which we view as a continuation of our current services. JPI will engage three key sub-consultants for emergency services. Global Analytical Professionals dba GAP Engineering Consulting Group (**GAP Engineering**), is a Service Disabled Veteran Owned small Business (**SDVOSB**) that provides Architectural, Structural, Mechanical, Electrical and plumbing engineering. Florida Specialized Inspections, LLC (**FSI**) is a team of building trade inspectors with a proprietary AI powered application to deliver inspections and reports in real time. **Certerra** is a leading provider of technology-enabled testing, inspection, and certification services in materials engineering and the earth sciences. With a team of 1,800+ engineers and technicians. Certerra's network of offices and laboratory facilities pairs local expertise with specialized capabilities on a national scale. **The Fountain Group**, a **Women Owned Business**, is a company offering to supplement staffing needs on this RFP for the JPI team.

Sincerely,

A handwritten signature in cursive script that reads "Joseph Payne".

Joe Payne, PE, President

joe@jpiflorida.com





TAB - REFERENCES/ TYPES OF PROJECTS WITH DOLLAR AMOUNT

1) **City of Clearwater** - *Kevin Garriott, CBO, 727-562-4567*

SCOPE: Multi-trade Inspection Services and Plans Examination Services.

DATE OF SERVICE: 2016- *Current (three contract renewals)*

RESPONSIBILITIES: *Joe Payne, Jon Thomas, Ryan Ferry, Howard Dietz, Julie Daniels, Doug Walton, and Robert Bryce. 2016 to current status – Approximately \$3.2M of services. All work is completed within budget and schedule. The contract has been renewed twice. The following summarizes our responsibilities:*

- ☐ Commercial and Residential Professional Service Experience: JPI staffs the contract with up to three daily inspectors throughout the life of the contract. In addition, JPI provides two in-house plan review professionals as needed by the City to target a ten day turnaround for reviews. JPI utilizes ePermits for inspections and plan reviews. Completes residential and commercial inspections and plans review.
- ☐ Firm and Staff Contract Experience: All full-time staff on the contract are fully licensed as Engineers, Architects, or Building Code professionals and complete multi-trade assignments. JPI provides licensed CFMs for floodplain work. **JPI provides licensed commercial and residential plan reviewers (multi-trade) and provides licensed commercial and residential inspectors (multi-trade).**
- ☐ Costs: JPI provides a daily 25-50% cost savings to the City through the use of multi-trade professionals. For example, JPI professionals are licensed for both residential and commercial work, and could have one professional handle both in a route, rather than needing two professionals. There were no change orders.



2) **Pinellas County** – James McKillen, PE, CFM CBO (727) 453-3379

SCOPE: Multi-trade Inspection Services and Plans Examination Services.

DATE OF SERVICE: 2013- *Current (three contract renewals)*

RESPONSIBILITIES: *Joe Payne, Jason Steele, Daniel Folwell, Michael Tew, Jack McCabe, Robert Peck, Chris Collazos and Julie Daniels have worked on this contract. 2016 to current status – Approximately \$8.0M of services. All work is completed within budget and schedule. The contract has been renewed twice. The following summarizes our responsibilities:*

- ☐ Commercial and Residential Professional Service Experience: JPI staffs the contract with up to twelve daily building inspectors throughout the life of the contract. In addition, JPI provides two in-house plan review professionals as needed by the County to target a ten-day turnaround for reviews. Completes residential and commercial inspections and plans review.
- ☐ Firm and Staff Contract Experience: All full-time staff on the contract are fully licensed as Engineers, Architects, or Building Code professionals and complete multi-trade assignments. **JPI previously provided licensed commercial and residential plan reviewers (multi-trade) and currently provides licensed commercial and residential inspectors (multi-trade).**
- ☐ Costs: JPI provides staffing to the County to meet high volume demand. JPI is the primary vendor on this contract. There were no change orders.



3) **Hillsborough County – Travis Minnes, CBO 813-335-7570**

SCOPE: Multi-trade Inspection Services and Plans Examination Services.

DATE OF SERVICE: 2016- *Current (three contract renewals)*

RESPONSIBILITIES: *Joe Payne, Jason Steele, Daniel Folwell, Michael Tew, and Julie Daniels have worked on this contract. 2016 to current status – Approximately \$6.0M of services. All work is completed within budget and schedule. The contract has been renewed twice. The following summarizes our responsibilities:*

- ☐ Commercial and Residential Professional Service Experience: JPI staffs the contract with up to twelve daily building inspectors throughout the life of the contract. In addition, JPI provides two in-house plan review professionals as needed by the County to target a ten-day turnaround for reviews. Completes residential and commercial inspections and plans review.
- ☐ Firm and Staff Contract Experience: All full-time staff on the contract are fully licensed as Engineers, Architects, or Building Code professionals and complete multi-trade assignments. **JPI provides licensed commercial and residential plan reviewers (multi-trade) and provides licensed commercial and residential inspectors (multi-trade).**
- ☐ Costs: JPI provides staffing to the County to meet high volume demand. JPI is the primary vendor on this contract. There were no change orders.



The City may also contact these additional references.

City of Anna Maria - Mark Short, Mayor, 941-708-6130

Interim Building Official and Multi-trade Inspection Services and Plans Examination Services.

Also, City Engineer, Code Enforcement, CFM, and other professional services.

*Joe Payne, Jonathan Pettus, Scott Seigel, and Mark Thornbloom, Jorge Cedeno have worked on this contract. 2017 to current status – Approximately \$4.2M of services. **Three contract renewals.***

City of Cedar Key - Jennifer Sylvester, City of Cedar Key, Clerk's Office/Building and Planning Dept. - 352-543-5132

Interim Building Official and Multi-trade Inspection Services and Plans Examination Services.

Also, City Engineer, Code Enforcement, Public Meetings, and other professional services.

*Joe Payne, Cory Brockett, and Mark Gillette, have worked on this contract. 2023 to current status – Approximately \$0.5M of services. **Sole Source Vendor.***

City of Palm Bay - Valentino Perez, Director, City of Palm Bay, 321-726-5614
John Pearson, CBO, City of Palm Bay 321-726-2794

Interim Building Official and Multi-trade Inspection Services and Plans Examination Services.

Also, Public Works professional services.

*Joe Payne, Kevin Singley, Andrew Manero, Scott Seigel, and Jorge Cedeno have worked on this contract. 2016 to current status – Approximately \$2.2M of services. **Three contract renewals.***



TAB 3a – FIRM’S ABILITY TO COMPLETE THIS PROJECT STAFFING

Please find attached table of licensed JPI employees with the registration numbers. They are all certified to work in Florida. The organizational chart in this RFP will provide an expanded directory of licensed professionals for the JPI team, including sub-consultants.

JPI	DBPR number listing			
JPI Employee#	JPI	DBPR		Years Exp
1	Joe Payne	FLPE55751		30
8	Jorge Ceden	BN4702 - Building		35
19	Jack McCabe	BN4613		50
21	Jason Steele	FLPE69234		20
29	Cory Brockett	FLPE74677		20
32	Doug Walton	AR0007045		50
38	Greg Martin	BN3947, PX1848		40
41	John Wiggins	BN2384 - Building		40
42	Andrew Mareno	AR96338		20
44	Eddie Page	FLPE69045		30
46	Pete Swarr	FLPE44159		40
48	Robert Bryce	PX2783		45
53	Scott Seigel	FLPE60980		30
57	Luke Curtis	RPX279, PX3717, BN6614, BU1975 (all trades less plumbing)		30
57	Andrew West	FLPE60301		30
59	Dan Folwell	BN6927		40
65	Rick Hoepner	FLPE23319		50
70	Ryan Ferry	BN6617		15
71	Mark Thornbloom	FLPE50107		35
72	Jon Thomas	BN7125		15
82	Kevin Singley	PX3601, BN4798, BU1872		30
83	Micheal Tew	PX2675, BN5003		30
84	Julie Daniels	BN7825		30
85	Tony Murphy	AR100424		35
89	Robert Peck	BN7567		40
94	Michael Flynn	BN4879 (1and2family, building)		30
95	Howard Dietz	BN5783		35
96	Mark Gillette	FLPE48085		40
97	Jon Wolfensberger	BN4874 (1&2 family)		45



Our Staffing Approach is based on our knowledge of Building Code Review from our statewide contracts. There are several key factors of measurement for the success of the Approach. From our experience, JPI found that the citizen and contractor end user's needs are best met through four key factors:

- 1) Current knowledge
- 2) Consistency
- 3) Code references
- 4) Quality Control

4 KEY FACTORS

Current knowledge
Consistency
Code references
Quality Control

Current knowledge is a key factor for this work. JPI possesses technical staff who are subject matter experts in plan review and inspections. Through our current work with plan review, JPI maintains knowledge of Technical Bulletins, Code Advisories, and Code Updates. JPI possesses this knowledge in both residential and commercial construction and in all trades. From feedback that we receive from our current clientele, our work is very thorough with code references and cross reference to NFPA and other codes.

The second key factor is Consistency. Specifically, with the Pass/Fail rate of our work for statistical significance to the City employees. This establishes consistency between resources and provides consistency to the citizens of the City. The contractor community is sensitive to a new plan reviewer creating review comments unseen regularly in the community. JPI proposes to initially contact the Building Department with our proposed comments prior to posting to the applicant. JPI possesses several standard comment files, with code references, that we can share with the Building Department.



As an on-call provider, JPI provided professional services for all trades including electrical, mechanical, building, and plumbing trade professionals. JPI is different from our competitors because of our availability of multi-trade staff and the personal touch of the Owner, Mr. Payne, who will leave the office and assist clients with services as a hands-on Owner. **Mr. Payne and JPI staff regularly work in Accela.** JPI is a 100% Florida Based company with 100% of our employees residing and working in Florida.

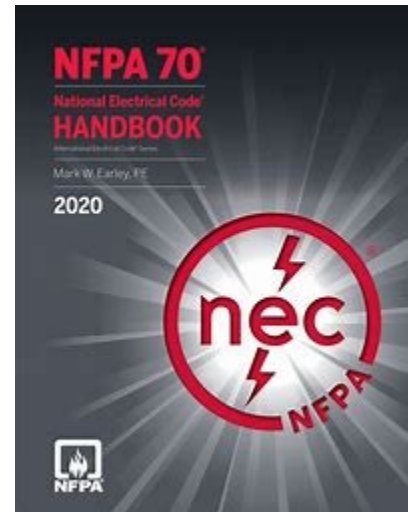
Our notice period to provide staffing ranges from five minutes to five days. When the City provides five days of notice, JPI will typically serve these requests 100 percent of the time. When the City provides 24 hours of notice, JPI will typically serve these requests 90 percent of the time. When the City calls us in the morning of the day requiring plan review, we still can meet this request with a 50 percent reliability, by having local staff in the County and the ability of the Owner Mr. Payne, to leave the office and service contracts "hands-on".

JPI will provide all equipment necessary for this work and has done so as an incumbent. JPI is familiar with Accela. JPI employees maintain FBC, NEC, NFPA, ICC and other related code



references as they complete their work. For plan review, 30 full-time equivalents, FTE's, can perform plan review with at least 10 FTEs per trade available (due to multi-trade licensure). JPI has four licensed building officials available for this contract and twenty licensed professional engineers.

The third key factor is Code References. JPI proposes a **WORK Plan** unique to the services listed within this RFP. Our **WORK Plan** will consider all regulatory Codes for this Work Objective. The 2023 FBC is a governing Code and Regulation. The 2010 ADA will regulate the ADA inspections along with Accessibility Code. The 2023 FBC including the Existing Conditions Chapter, will regulate building code compliance, doors and hardware, fences, structural aspects of Fireplaces & Chimney, Insulation, Roofing Systems, Seawalls, Docks, and Structural Components. Florida Elevator Code Authority and FBC Chapter 30 (over three stories) regulates elevators. NFPA 70 regulates fire protection and co-regulated by NEC 2020. ASCE 7-22 regulates wind loads. The Energy Code is an overlapping regulation. Solar Energy Code is regulated in several locations including Chapter 23 of the Residential Code and Chapter 14 of the Mechanical Code, and the Florida Plumbing Code. FBC Chapters 4 and 45 regulate swimming pools and saunas. The Florida Plumbing Code regulates plumbing systems, plumbing and pool heaters, and the Gas Code regulates gas pool heaters. Additional Code considerations within our Operational Plan include NFIP, NPDES, ACOE, FAA47CFR, and [FAA107 for the developing Drone technologies for roof inspections](#).



Continuing with this **WORK Plan**, JPI will input the daily plan review results in the Accela system in a timely fashion. JPI professionals will utilize individual emails and direct phone numbers to communicate with City constituents. JPI has multi-trade professionals who will review and process construction plans for issuance of building permits under the Florida Building Code. JPI will enforce other agency submittals including FEMA, Driveway permit, and FDEP. JPI will maintain records of work conveniently through creating a pdf of the results. JPI will enforce the 50/50 rule for substantial improvements for FEMA on projects and review and maintain all records required by Federal Emergency Management Agency ("FEMA") in association with the processing of building permits in the format required by FEMA. JPI will maintain all records and documents in accordance with Public Records Law (Chapter 119, Florida Statutes) and using the current General Records Schedule GS1-SL (For State and Local Government Agencies) which includes the GS6 (For Building Departments). This expands to include code enforcement of hazards, nuisances, and violations. JPI's multi-trade professionals and licensed engineers will assist in the preparation of the Insurance Services Office (ISO) evaluation for the City.



Menu



My Library

JPI Professionals possess OSHA Level D attire with JPI logo shirts. In the office, JPI professionals will dress in business casual with JPI logo shirts. JPI personnel have smart phones with mobile hotspots and Bluetooth for ease of Wi-Fi and platform access. In addition, JPI personnel utilize Ipads which contain training and continuing education software. All JPI Building Code Professionals receive

continuing education for license renewals. Engineers receive continuing education bi-annually for license renewals as do Registered Architects. JPI has a digital subscription to the ICC digital library. For continuing education, all employees reference a digital subscription of the Florida Building Code in their practice along with the use of ICC code check books.

JPI will initially utilize staff that are already located and working regularly near the City. Joe Payne is the Project Manager. JPI is a statewide firm staffed with a TEAM ORGANIZATION of 40 professionals. Our company's operational capacity is 1800 hours per week. Currently, we are running at approximately 1400 hours per week billable which is our current and projected workload. We have up to 400 hours per week of surplus capacity available to service this contract. This is approximately ten full-time equivalents. We are operating at 77.78% capacity with 22.22% availability to support our **WORK PLAN**.

JPI's **EXPERIENCE** includes successful and practical work on similar projects. JPI currently serves numerous similar agencies including the City of Anna Maria, City of Holmes Beach, and Sarasota County. JPI has a proven track record of excellent customer service, and the City may contact any of our references to verify the same.

JPI has a full access digital subscription to the ICC website which provides digital access to current and prior editions of the Florida Building Code. In addition, our staff possesses handbooks on tablets and smartphones (with mobile hotspots) which provide convenient access to Code references. The **TEAM MANAGEMENT** of JPI includes a quality control program for new contracts, and staff, which includes mentoring and shadow/ over the shoulder training. Joe Payne, PE is the **TEAM PROJECT MANAGER** and **regularly monitors the pass/fail rate of our inspections**.



FEMA is a key plan review and inspection subject matter that interfaces with ROW, Zoning, Site, Habitat, Environmental, and all services under this RFP. The monitoring of FEMA substantial improvements is imperative. Key activities fall under Flood Damage Reduction, however, also consider public information (elevation certificates). The Zoning activities under this RFP dovetail into Mapping and Regulations and Flood Damage Reduction. This contract supports Warning and Response activities by filing in for City operations during Emergency Management situations such as named Hurricane Storms. Public Information Activities mainly consist of elevation certificates. This begins at the plan review level when the reviewer checks for the FEMA base flood elevation and design flood elevation. FEMA Technical Bulletin 10-01, page 7, Figure 2 is a key

resource when reviewing foundation construction in the floodplain.

The goal of these efforts is to develop into Flood Damage Reduction. Floodplain Management Planning is a goal of the Zoning reviews. The ROW services under this contract will support Acquisition and Relocation services. Flood proofing is a concept regulated in efforts to provide flood protection. Flood vents, flood proofing materials below the Design Flood Elevation, raising AC Condenser stands and machinery to elevations above the DFE (Section C2 of the Elevation Certificate), are all examples of Flood Protection activities. Site Inspections will support Drainage System Maintenance. Our services provide support to the City for Warning and Response activities. [When City employees need to enter communities to complete damage assessment, for example, JPI staff backfill the Division and complete their inspection and plans examination for that period of time. JPI provided damage assessment services most recently for the summer storms of Debby, Helene, and Milton. Our statewide operations allow us to service areas affected by storms with our statewide operations. We hold several FDEM contracts.](#)

A fourth key measuring factor for this work is Quality Control. JPI's Quality Control process starts with Day 1 for the employee. JPI has a shadowing program, and employees have over the shoulder shadow training for the first two weeks. This is a progressive training approach in which the over the shoulder time decreases daily over the two weeks. Also, we conduct audits of work for employees and randomly have shadow oversight. The employee is informed in the morning that JPI will oversee their work that day. For plan review and office work, JPI completes work from Code Review checklists. JPI feels that it is best to depict checklists used for our work to emphasize that work. The following are examples of Quality Control processes and procedures utilized for work under this contract.



Date: ____/____/____

Permit Number: _____

2023 Plan Review Guideline (SFR)

Based on Florida Building Code 8th Edition (2024)

Living SF: _____ Non-Living SF: _____ Total SF: _____ Bedrooms: _____ Bathrooms: _____ Stories: _____

Insulation/efficiency: R19 | SEER Heat: Tyler Roof: _____ ☐ Porch ☐ Gas

- ☐ Consistent square footage calculations on construction plans and zoning permit FBC 107.2.6
- ☐ Consistent approved plot plan and construction plans FBC 107.2.6
- ☐ FL product approval sheet for all exterior materials FBC 107.2.4
- ☐ Energy calculations FBC EC R101.5
- ☐ Form 405-2020
 - ☐ Signed by preparer and owner/agent
 - ☐ Has pass seal
 - ☐ Conditioned floor area matches living area on plans
 - ☐ Attic Vented ☐ Attic Unvented
 - ☐ Insulation matches wall sections on construction plans
 - ☐ Water heater ☐ (Gas) ☐ (Electric)
- ☐ Manual J FBC EC R403.7
 - ☐ Consistent with Manual S
 - ☐ Equipment information notated
- ☐ Manual S FBC EC R403.7
 - ☐ Total capacity equal to or greater than 100% and less than or equal to 115% (or closest available unit size)
- ☐ Duct layout FBC EC R403
 - ☐ Consistent with construction plans (flipped ducts layouts are unacceptable)
 - ☐ Duct sizes, CPM, and return/supply Or
 - ☐ Manual D

General Construction Plan Requirements

- ☐ Paper Plans FAC 61G15-23, 61G1-16
 - ☐ Original hand signature and wet or raised seal from a licensed Florida design professional
- ☐ Digital Plans FAC 61G15-23, 61G1-16
 - ☐ Unlocked digital signature capable of verification and a seal from a licensed Florida design professional on the first page
- ☐ Plans dimensioned and scaled
- ☐ Plans legible (minimum text size 3/32") LCC Ch. 6
- ☐ Plans designed to the 2020 Florida Building Code Residential and all other applicable codes

Structural

- ☐ Wind zone location or wind speed FBC R301.2.1
- ☐ Exposure category FBC R301.2.1.4
- ☐ Design loads FBC R301
- ☐ Components and cladding pressures for openings FBC R609.2
- ☐ Lumber grade and species FBC R502, 602, and 802
- ☐ Fasteners used with P.T. wood FBC R317.3
- ☐ Lintel designation FBC R608.8.2

Foundation Plan

- ☐ Slab description (thickness and compressive strength) FBC R402.2 and 506
- ☐ Minimum 6-mil polyethylene or approved vapor retarder FBC 506.2.3
- ☐ Soil bearing value FBC R401.4
- ☐ Termite treatment FBC R318
- ☐ Sloped garage floors to main door FBC R309.1
- ☐ Footing dimensions and location FBC R403.1.4
- ☐ Isolated/Column footing dimensions and location
- ☐ Stem/retaining wall height

Floor Plan

- ☐ Square foot tabulation (living/nonliving)
- ☐ 1 exterior swing door to be minimum 3'x6'-8" FBC R311.2
- ☐ Hazardous glass locations indicated as "Temp." or "Safety" (Within 2' of doors, bath or pool areas within 5' with a sill below 5", stairs with sill below 3", within 5' of bottom of stairs with sill below 3") FBC R308.4
- ☐ Solid or 20 min fire rated door from garage to dwelling FBC R302.5.1
- ☐ ½" gypsum or better on garage wall side of dwelling separation FBC R302.6
- ☐ 5/8" type X gypsum on garage ceiling if habitable room above FBC Table R302.6
- ☐ 1 bath/toilet room with a 29" minimum clear access, on the lower floor FBC R320
- ☐ Sleeping rooms have E.E.R.O./Egress Opening FBC R310.2
- ☐ Attic access location (minimum 22x30 and all separate areas with 30" height clearance) FBC R807
- ☐ Hallways minimum 3' wide FBC R311.6
- ☐ Rooms labeled and uses identified

Elevation Plan

- ☐ All elevations
 - ☐ Dimensioned
- ☐ Windowsills minimum height FBC R312.2.1
- ☐ Roof vent calculations if required on Form 405-2020 FBC R806
- ☐ Crawlspace ventilation and access (if applicable) FBC R408
- ☐ Roof slope FBC R905
- ☐ Roof material FBC R904
- ☐ Location of vented appliance/fireplace (if applicable) FBC R G2427
- ☐ Egress windowsills maximum height FBC R310.2.2

Truss Plan

- ☐ Signed and sealed by design professional of record FBC R802.10
- ☐ Strapping locations FBC 107
- ☐ Truss bracing FBC R802.10.3
- ☐ Connector chart specifying the type, size, and number of fasteners FBC 107
- ☐ Gable end details (if applicable) FBC R602
- ☐ Truss plans consistent with elevations FBC 107

Electric Plan

- ☒ Electric layout FBC 107 per NEC 2020
 - ☐ Smoke alarms FBC R314
 - ☐ In each sleeping area
 - ☐ Outside each sleeping area
 - ☐ On each dwelling floor
 - ☐ Carbon monoxide alarms (if applicable) (within 10ft of sleeping rooms) FBC R315

Details

- ☐ Stair construction details indicate minimum 10" tread and ¾" - 1 ¾" nosing, maximum 7.75" riser height, 6'-8" headroom height, 36" wide/deep landings at top and bottom, handrail location, 34"-38" handrail/guardrail heights, and maximum 4" open rail spacing FBC R311.7
- ☐ Guards at porches, balconies, open stairs, ramps, raised floor more than 30" need guards: 34" at stairs and ramps, 36" all other areas FBC R312.1
- ☐ Show fire protection (minimum ½" gypsum board) under stairs FBC R302.7
- ☐ Bearing/Shear/Opening/Header construction/details FBC 107
- ☐ Wall section(s) from foundation through roof to include wall assembly of interior and exterior materials FBC R301
- ☐ Frame walls have 2 layers of water-resistant barriers FBC R703.7.3
- ☐ Chimney/Fireplace Details FBC R1001
- ☐ Manufacturer specifications for factory-built fireplaces FBC R1005
- ☐ Wall sheathing with nailing pattern indicated FBC R604
- ☐ Roof sheathing with nailing pattern indicated FBC R803
- ☐ Wood sill plate anchoring to foundation FBC R403.1.6, 602
- ☐ Header and connection details for exterior and/or bearing walls FBC R602.7
- ☐ Dormer framing details FBC 107
- ☒ Provide gas layout FBC R G 2413
- ☐ Provide soffit detail FBC R 704



The following is a standard checklist for a condo remodel/ renovation similar to Plan Examining Commercial - Remodel Multi-Trade (all trades) Review:

CONDO KITCHEN/BATH RENOVATION

NOTICE: Effective January 1, 2023, a smoke alarm that is newly installed or replaces an existing battery-powered smoke alarm must be powered by the condo electrical system with a back-up battery that powers the alarm for at least 10 years. The battery requirements do not apply to a fire alarm, smoke detector, smoke alarm, or ancillary component that is electronically connected as part of a centrally monitored or supervised alarm system.

☐ I. Fire Protection

☐ a. Fire Sprinkled? Y ☐ or N ☐ (If yes, show on plans)

☐ b. Fire Alarm? Y ☐ or N ☐ (If yes, show on plans)

☐ c. Show existing & proposed location for new or relocated fire sprinklers/fire alarms/smoke detectors/strobes/horns, etc.

☐ d. State if smoke alarms are hardwired and /or interconnected. FBC 420, NFPA 72 & NFPA 13

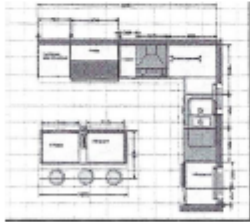
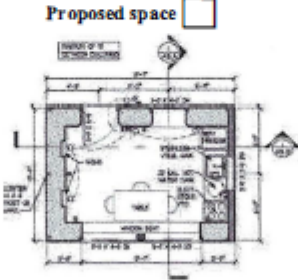
☐ II. Type of Construction (per FBC Ch. 6): **Check One**

Type I: ☐ Concrete & steel High-rise tower	Type II: ☐ Masonry & steel Mid & low-rise	Type III: ☐ Masonry & steel Wood roof or floor Mid & low-rise	Type V: ☐ Wood frame Construction Low-rise
---	--	---	--

*Metal stud construction
Fire treated wood
 Wood Stud Construction
Allowed

☐ III. Show Floor Plans:

Existing space ☐ Proposed space ☐ Basic overall condo layout ☐


☐ IV. Indicate scope of work for:

☐ a. HVAC: Relocated supply/RA or exhaust duct

☐ b. PLBG: Relocated or new fixtures ~ provide Plbg ISO

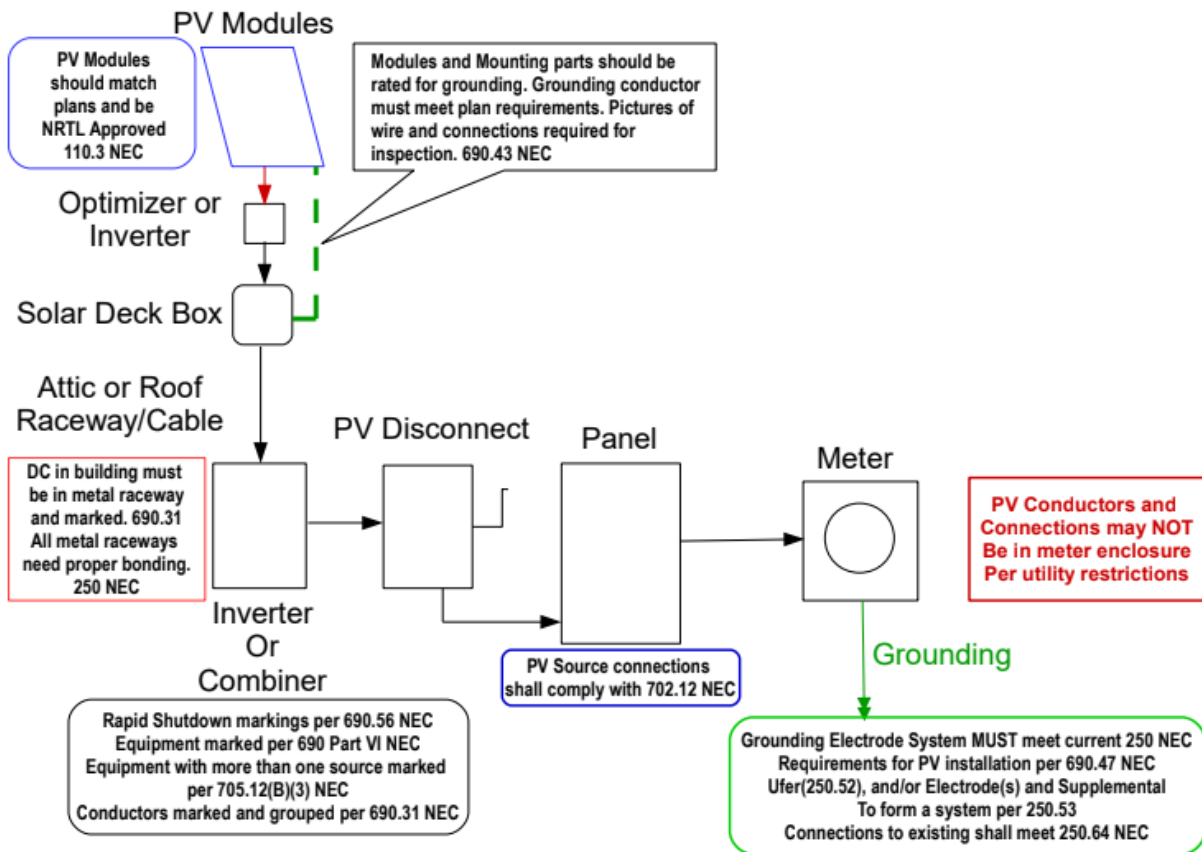
☐ c. ELEC: New/altered GFCI circuits ~ provide panel schedule

☐ V. Replacing tile/wood flooring? Sound underlayment ~ Minimum 50 STC impact IIC rating required per (2020) Florida Building Code (FBC) 7th Edition, Section 1207

☐ VI. Any change to the fire rated corridor, tenant 1hr wall, or penetration of wall or floor **ATTACH UL DETAIL.**



The following is a Solar Project Review checklist:





TAB 3b – FIRM’S ABILITY TO COMPLETE THIS PROJECT PROJECT APPROACH

JPI would like to provide the following narrative directly from the **JPI building official, Luke Curtis, who currently services the contract.** The following is an **overall description of the operational responsibilities of each of the service types** within the RFP.

Building Official:

The Building Official is responsible for the overall leadership and management of the Building Department. This includes directing policy updates, overseeing code enforcement strategies, and ensuring compliance with state, federal, and local building regulations. The role involves coordination with other City departments, as well as resolving complex code issues and guiding department-wide decision-making.

Deputy Building Official:

The Deputy Building Official manages the daily operations of the inspection and permitting teams, ensuring consistent enforcement of building codes and ordinances. This position supervises staff deployment, resolves escalated field and customer service issues, and provides high-level support to the Building Official. The Deputy also assists in training staff, implementing procedures, and ensuring the department operates efficiently.

Plans Examiners:

Plans Examiners are responsible for reviewing permit applications and construction documents to ensure compliance with applicable building codes and floodplain requirements. They prioritize projects that involve structural modifications, elevations, and demolitions, and collaborate with engineers, architects, and applicants to resolve discrepancies and facilitate timely permit issuance.

Building Inspectors:

Building Inspectors perform daily field inspections of residential and commercial structures to ensure compliance with the Florida Building Code and local ordinances. Their responsibilities include documenting findings, verifying construction methods and materials, and identifying code violations. They coordinate closely with the permitting team to ensure consistent interpretation and application of code requirements.

Substantial Damage Inspectors:

Substantial Damage Inspectors conduct detailed assessments of structures after an event using industry standards to determine the extent of damage or deterioration and input findings into damage assessment software.

**Floodplain Manager:**

The Floodplain Manager oversees compliance with local, state, and federal floodplain regulations. This role involves interpreting and enforcing elevation requirements, maintaining audit readiness for regulatory programs, and assisting property owners in understanding development restrictions and construction standards in flood-prone areas.

Permit Technicians:

Permit Technicians are responsible for processing permit applications, verifying documentation, and maintaining accurate digital records of permit activity. They serve as a key point of contact for applicants, answering questions and routing technical issues to the appropriate staff. They track project milestones and provide clear communication to ensure applicants understand regulatory requirements and permitting procedures.

The following bullet points, directly from Luke Curtis the sitting JPI Building Official, outlines both the non-emergency and emergency key roles for each service type within the RFP”

1. Permit Technician

Non-Emergency Role:

- Process permit applications and related documentation.
- Assist applicants and contractors with questions about permitting requirements.
- Route permit packages for review and maintain digital records.

Emergency Role:

- Support substantial damage inspectors with damage assessments.
- Assist in issuing demo permits and tracking storm-related repair permits.

2. Substantial Damage Inspector

Non-Emergency Role: Not Applicable

Emergency Role:

- Deploy immediately after storm events to conduct on-site inspections of structures to assess extent of damages in accordance with City, FEMA, and NFIP and enter into damage assessment software.

3. Plans Examiner



Non-Emergency Role:

- Review architectural, structural, electrical, mechanical, and plumbing plans for code compliance.
- Issue plan comments and coordinate revisions.

Emergency Role:

- Review repair permits from storm damage and issuing permits as applicable.

4. Building Official

Non-Emergency Role:

- Oversee Building Department operations, including permitting, inspections, and code compliance.
- Interpret building codes and ensure department adherence to regulations.
- Provide leadership, training, and guidance to staff and contractors.

Emergency Role:

- Lead damage assessment teams immediately after storm and coordinate inspections, substantial damage evaluations, and permit prioritization.

5. Deputy Building Official

Non-Emergency Role:

- Assist in managing daily operations of the Building Department.
- Supervise permitting, inspection, and review staff.
- Provide department coverage in the absence of the Building Official.

Emergency Role:

- Assist the damage assessment teams immediately after the storm.
- Assess building for structural integrity and posting unsafe structures as applicable.



6. Floodplain Specialist

Non-Emergency Role:

- Administer and enforce the City's floodplain management regulations.
- Review permits and development in flood-prone areas.
- Manage flood zone determinations, elevation certificates, and documentation for CRS compliance.
- Educate residents and developers on floodplain rules and mitigation options.

Emergency Role:

- Document water marks from flooding throughout City.
- Assist in determining flood-related Substantial Damage.
- Provide regulatory guidance during rebuilding and recovery phases.
- Coordinate FEMA and NFIP documentation for affected properties.

7. Building Inspector

Non-Emergency Role:

- Perform inspections for new construction, renovations, and repairs to ensure code compliance.
- Provide documentation and feedback to contractors and property owners.
- Support daily inspection workloads or provide supplemental field coverage.

Emergency Role:

- Deploy immediately after storm events to conduct on-site inspections of structures to assess extent of damages in accordance with City, FEMA, and NFIP and enter into damage assessment software.



- Conduct post-storm inspections to determine building safety and occupancy eligibility along with Damage Assessment and Substantial Damage Assessments.
- Identify and document structural hazards, red-tagging unsafe properties as needed.
- Inspect emergency repairs and temporary housing installations.

“Blue Sky” (Non-Emergency) Operations

Under normal conditions, the City’s Building Department is focused on providing essential regulatory services that facilitate safe construction and compliance with all applicable codes. These routine activities include:

- Permit Intake: Receiving and processing applications for building, mechanical, electrical, plumbing, and other regulated work.
- Fee Collection: Accurately collecting and recording permit and service fees.
- Plan Review: Reviewing architectural and construction plans for compliance with the Florida Building Code, zoning ordinances, and other relevant regulations.
- Permit Issuance: Issuing permits after all required reviews and approvals have been completed.
- Field Inspections: Performing inspections throughout the construction process to verify work is being completed according to approved plans and codes.
- Permit Close-Out: Ensuring all work is finalized, passed, and appropriately documented before officially closing permits.

A continuous evaluation and refinement of policies and procedures is conducted to enhance operational efficiency, uphold regulatory compliance, and ensure readiness for both daily functions and significant events that may impact the City.

Emergency Operations: Post-Storm Response and Damage Assessment

In the event of a declared emergency—such as hurricanes, tropical storms, or flooding, the Building Department transitions into a structured emergency response mode in coordination with local and state agencies. Emergency procedures include:



- Initial “Windshield” Damage Assessment:

A preliminary visual survey is conducted throughout the city to identify widespread damage. This rapid assessment is critical for reporting general impacts to Pinellas County Emergency Management, the Florida Division of Emergency Management (FDEM), and FEMA.

- Substantial Damage Assessment (SDA):

After the initial survey, a more detailed door-to-door inspection process is initiated. Qualified inspectors visit every affected property to evaluate damage levels and determine whether structures meet the criteria for Substantial Damage under FEMA and NFIP guidelines.

- Owner Notification and Permitting Guidance:

Once assessments are complete and determinations are made, property owners are formally notified of the findings and advised on the next steps required for permitting, repairs, or reconstruction. This includes guidance on code compliance, elevation requirements, and floodplain regulations where applicable.

- Citywide Documentation Completion:

The SDA process is considered complete once every property in the City has been visited, evaluated, and documented in accordance with emergency management protocols. Data collected is reported and archived to support FEMA reimbursement, compliance tracking, and long-term recovery planning.



TAB 3c – FIRM’S ABILITY TO COMPLETE THIS PROJECT OPERATIONAL CAPACITY

Non-emergency services



JPI’s operational capacity is 1600 hours per week. Currently, we are running at approximately 1200 hours per week billable which is our current and projected workload. We have up to 400 hours per week of surplus capacity available to service this contract. This is approximately ten full time equivalents. So, we can place up to ten people per week at the City, if necessary, for this contract. We are operating at 75% capacity with 25% availability. Some of our full-time employees are currently working part-time and we are in need of work.

We mitigate delays by the utilization of our one week and three week look ahead schedules. This informs our staff of upcoming work and tentatively reserves our staff for you. In addition, we also meet your on-demand requests through the use of our part-time employees. Our part-time employees understand that they are on call for additional work. We have part-time employees working on other contracts who can service fluctuations for City needs. For example, a part-time employee who is scheduled for two days can easily work up to three additional days on short notice. Where as a full time employee working five days, iteratively, can not work additional days in a five-day work week.

In addition, our client can reserve our services as far in advance as they see fit. For example, the City could say, “JPI, we need an inspector daily for the next three months” and we will reserve for you. Expanding, the City could say, “JPI, we need five inspectors on March 23rd to cover our in-house CPR training” and we will reserve five inspectors for you on that day. The approach that we provide is multi-discipline in nature. We attempt to staff contracts with versatile multi-discipline employees. This allows us to provide continuity of staffing by providing you with the same staff member (s) over a long-term basis. We do this to customize our service to suite your needs by allowing you to develop daily ongoing relationships with our staff.

Also, our experience is key. We have inspectors who range with over 50 years of experience in the industry and will minimize risk and enhance public safety. One unique value added service is that JPI has no retainer penalty for any of our staff. For example, the City may attempt to individually recruit any of our staff members for no retainage fee. Quite typically, contracts contain a \$30,000 to \$50,000 fee to a municipality when they recruit a vendor’s employee from a professional service contract.



Also, we have found that JPI employees, when recruited by a client, tend to rank the highest of the interviewed candidates. So quite transparently, when you utilize a JPI employee for your need, you are likely utilizing someone who will interview competitively for the role of an internal hire.

Again, the approach is multi-discipline. Specifically to plans review, our staffing includes architects and engineers who are the peers of the individuals submitting plans to you. Our plan reviewers are colleagues to the applicant's consultants typically and can communicate and work out application items while the plans are reviewed in the office. This provides, in our opinion, more complete plans and less doubt and risk for the field inspectors.

Our multi-discipline staffing provides the following project opportunities:

- 1) One inspector per job site – The end user will only need to wait for one inspector to complete multiple inspections at their job site.
- 2) Second set of eyes- Multi-discipline inspectors assigned to one trade can provide a cursory review of the status of other trades while on site.

We recommend that challenges be addressed through the use of the notice/ no fee process. If we can provide a notice with no-fee to a contractor, it allows us to advise them of a probable concern with the shock of the red tag. We typically reserve the red tag for a safety, code violation, or stop work type issue. The notice/ no fee allows the contractor to work out details. This avoids conflicts on the site. Also, our highly experienced inspectors are also excellent plan reviewers. We can review plans on site and typically identify plan omissions. These are areas where our code knowledge comes into play as the plans do not necessarily detail all items specific to the project.



Emergency Services



GLOBAL ANALYTICAL
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GROUP



CERTERRA

JPI

As shown in Tab 4, JPI proposes Emergency Service staffing unique from their non-emergency staffing.

GAP Engineering

As noted in our Brief Description of History and Capabilities of Firm, **fundamentally, when a storm occurs and during Emergency Services, professionals from outside the storm affected area need to be brought into the region to temporarily service the community.** GAP Engineering offers 520 hours of production capacity per week to this RFP and they are 80% available for emergency services at this time.

FSI

FSI has unlimited production capacity through the use of their proprietary AI package for inspection delivery. This automates document processing into an AI phone application for the deliverables. In terms of manpower capacity, FSI offers 200 hours of production capacity per week to this RFP and they are 67% available for emergency services at this time.

Certerra

As noted in our Brief Description of History and Capabilities of Firm, **fundamentally, when a storm occurs and during Emergency Services, professionals from outside the storm affected area need to be brought into the region to temporarily service the community**

Certerra is a leading provider of technology-enabled testing, inspection, and certification services in materials engineering and the earth sciences. With more than 1,800 professionals and over 40 offices across the United States, they have the scale, expertise, and geographic reach to deliver consistent, high-quality results. Certerra's network of offices and laboratory facilities pairs local expertise with specialized capabilities on a national scale. Certerra will utilize a subsidiary, Insight Group, to supplement staffing. Certerra has a production capacity of 72,000 hours per week. They are 1.1% available for emergency services at this time, approximately 760 hours per week consisting of 19 assigned personnel in the proposal.

The Fountain Group

As noted in Section 3 of this RFP, The Fountain Group offers up to staff up to ten permit technicians, up to five substantial damage inspectors, and up to one plans examiner. The Fountain Group will supplement staffing with a production capacity of 640 hours per week with 100% availability projected at this time. The Fountain Group is a firm that specializes in staffing of this nature.



IN SUMMARY, THE TOTAL EMERGENCY SCHEDULE WEEKLY PRODUCTION REQUESTED IN THE ADVERTISEMENT EQUALS 44 EMPLOYEES FOR A REQUIRED WEEKLY PRODUCTION CAPACITY OF 1,760 HOURS.

THE JPI TEAM PROVIDES A TOTAL OF 79 QUALIFIED PERSONNEL. THE JPI TEAM PROPOSES A WEEKLY CAPACITY OF 3,160 HOURS PER WEEK FOR EMERGENCY SERVICES. THIS MEETS AND EXCEEDS THE REQUIREMENTS WITHIN THE RFP.



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TAB 4 – FIRM’S PERSONNEL EXPERIENCE

Proposers must provide qualified Commercial and Residential Contract Inspectors and Plans Examiners with all necessary licenses, registrations and certification to work in Florida and in Sarasota and Manatee Counties. Provide a matrix identifying the key personnel and proposed team members (include subconsultants) to provide Town services.

See the following staffing tables as substitute for organizational charts

Brief description of the role and/or responsibilities proposed to be provided by the individual.
The top four individuals are primary for this contract.

NAME: Joe Payne, PE PRIMARY CONTACT
LICENSE: FLPE55751
ROLE: Key Contact/ Project Manager/ On Call service as needed
YEARS EXPERIENCE: 30

NAME: Luke Curtis, CBO, BSN, PX
LICENSE: RPX279, PX3717, BN6614, BU1975
ROLE : Building Official
YEARS EXPERIENCE: 35

NAME: Craig Greene, CBO, BSN, PX
LICENSE: PX4817, BN7309, BU2323
ROLE : Deputy Building Official
YEARS EXPERIENCE: 45

NAME: Eddie Page, PE
LICENSE: FLPE69045
ROLE : Multi-Trade Inspector, Multi-trade Plans Examiner
YEARS EXPERIENCE: 35

NAME: Mark Vasquez
LICENSE: BU2069, PX4575, BN8180
ROLE : Multi-Trade Plans Examiner
YEARS EXPERIENCE: 35



Non Emergency Staffing – All JPI

Permit Technicians – Drohan, Pennington
Substantial Damage Inspectors - Gillette, Cedeno, Brockett
Plans Examiners – Vasquez, Manero, Murphy
Building Official – Curtis
Flood Plain Specialist – Curtis, Payne
Deputy Building Official – Greene
Inspectors – Page, Dietz, Ivy, Daniels, Thomas, Ferry

Emergency staffing

JPI

Permit Technicians – Sells, Collins, Andrade
Substantial Damage Inspectors – Thomas, West, Hoepner, Tew, Peck, Phipps and from the Non-emergency staffing (Gillette, Cedeno, Brockett)
Plans Examiners – Walton
Building Official – Singley
Deputy Building Official – Thornbloom
Flood Plain Specialist – Swarr
Inspectors – Folwell, Pettus, Steele, McCabe and from the Non-emergency staffing (Page, Dietz, Ivy, Daniels, Thomas, Ferry)

GAP Engineering

Permit Technicians – Andrew Bond
Substantial Damage Inspectors – Brian Milner, Christy M. George, Cy P. Stell, Daniel R. Dreher, Ganesh Doiphode, Jasmine C. Nguyen, Justin M. Miller, Noah Dejanakul, Clint D. Harris, Joshua A. Bogacz
Plans Examiners – None
Building Official – Scott Seigel
Deputy Building Official – Jason Alphonso
Flood Plain Specialist – None
Inspector – None

FSI

Permit Technicians – None
Substantial Damage Inspectors – None
Plans Examiners – None
Building Official – None
Deputy Building Official –
Flood Plain Specialist –
Inspector – McKinney, Wolfersberger, Lawson



Certerra

Permit Technicians – Jobes

Substantial Damage Inspectors – Lopez, Howey, Hester, Graham, Banker, Amick, Ray, Frink, Clement, Nauert, Tallent. Lowman, Tierney, Graham, Datiz

Plans Examiners – Sansone

Building Official – Sloan

Deputy Building Official –

Flood Plain Specialist –

Inspector – Linson, Tollman

The Fountain Group

The Fountain Group (FTG) is an employee leasing company incorporated within the State of Florida. FTG routinely provides technical staffing to Florida businesses for a variety of needs. FTG will support the team for Emergency periods. Table 3 in the RFP provides the types of services. FTG will support the JPI with sourcing the following staffing types within the proposal for Emergency periods only.

Permit Technicians - Up to 10 personnel

Substantial Damage Inspectors - Up to 5 personnel

Plans Examiners - Up to 1 personnel

Building Official - None

Deputy Building Official - None

Flood Plain Specialist - None

Inspector - None

Page 7 of the RFP provides detailed specifications. For permit technicians, it is noted that experience is preferred if possible. Substantial Damage Inspectors would have Experience in Construction or Insurance Adjustment. Plans Examiners must be licensed in the State of Florida. As shown on their website (<https://www.thefountaingroup.com/home>) FTG has placed over 7,000 candidates and they work with over 150 Fortune 500 companies. The FTG recommended staffing for this RFP is well within the capabilities of FTG.

JPI RESUMES

CONTACT

-  727-687-4449
-  LukeCurtis.CBO@gmail.com
-  9695 130th Ave., Largo, FL 33773

CERTIFICATIONS & LICENSES

Florida Plans Examiner: PX3717

- o Building (ICC B3)
- o Mechanical (ICC M3)
- o Electrical (ICC E3)

Florida Residential Plans Examiner: SFP279

Florida Building Inspector: BN6614

- o Building (ICC B1, B2)
- o Mechanical (ICC M1, M2)
- o Electrical (ICC E1, E2)

Florida Building Code Administrator: BU1975 (ICC CB)

Certified Floodplain Manager - 16-09333

FEMA IS200.b, IS100.b, IS800.b, IS700.a

SKILLS

- Building code knowledge
- Relationship development
- Customer service
- Team management
- Supervision
- Complex problem solving ability

SUMMARY

Multi- licensed professional offering municipal support services. Extensive experience with a wide range of new and existing construction including commercial, residential (single family/multi-family), mixed-use buildings, high-rise, schools, as well as hospitals, and government facilities.

WORK EXPERIENCE

Building Official, Plans Examiner, Building Inspector

Joe Payne, Inc.

2022–Current

- Act as interim Building Official, provide remote plan review and perform building code inspection services to various municipalities as required

Building Official, Floodplain Manager

Town of Redington Shores

2021-2022

- Provided planning and zoning review, commercial and building inspections, floodplain management, and building code enforcement
- Provided detailed plan review and inspections of new and existing residential and commercial properties to include all regulatory requirements such as building structure, gas, electrical, mechanical, plumbing, heating/air conditioning, fire prevention, energy codes, land development, zoning, and accessibility
- Conducted on-site inspections of both new and existing structures for building code compliance
- Reviewed architectural drawings, building plans and related documents
- Prepared and maintained appropriate documentation for all responsibilities
- Provided assistance to FEMA and State Floodplain Representatives during Community Assistance Visits (CAV), Community Rating System (CRS) Program reviews, and other floodplain management program activities, such as Local Mitigation Strategy (LMS).

Building Official, Floodplain Manager

City of Anna Maria

2018-2021

- Reviewed building plans, calculations and specifications for proposed structures; established estimated values of proposed construction
- Prepared and maintained records of plans, inspections, letters and reports prepared or used in connection with all building inspections; responded to questions from property owners and builders; interpreted codes
- In conjunction with the City Attorney, prepared and presented city ordinances related to building codes and prepared building code related cases
- Provided floodplain management guidance related to community drainage improvements, flood protection, floodplain management, and flood mitigation projects

Plans Examiner, Building Inspector

City of Largo

2014-2018

- Reviewed plans and specifications for commercial, industrial, and residential projects to ensure compliance with city and state laws and regulations
- Distributed plans and specifications of all building construction to the appropriate City departments for review and evaluation; collation of all review comments
- Approved and released building permits for construction
- Provided technical direction and assistance to inspection personnel relating to field problems; perform field inspections as may be required
- Assisted in the investigation and evaluation of structural damage caused by fires, storms, and other disaster-related incidents

Craig Stephen Greene
Local to Port saint Lucie, FL

PROFESSIONAL SUMMARY

- Performed detailed plans examinations and inspections to ensure compliance with all adopted building codes.
- Verified that all construction activities adhered to the relevant building codes during permitting and construction phases.
- Completed plan reviews and inspections on both commercial and residential structures, demonstrating a broad range of expertise.
- Ensured that demolition activities complied with building codes, maintaining safety and legal standards.
- Inspected various trades including plumbing, electrical, and mechanical systems for commercial projects, and ensured comprehensive inspections for residential projects.
- Interacted effectively with citizens and contractors, addressing their projects and interests in relation to building codes and permits.
- Currently approved to take the building code administrator exam.

PROFESSIONAL EXPERIENCE

JPI

2025

Deputy Building Official

- Conducted thorough reviews and site inspections to ensure compliance with building codes.
- Entered results in iWorq.
- Reviewed substantial damage and substantial improvements within a Special Flood Hazard Area.
- Ensured that all construction and permitting activities adhered to adopted building codes and regulations.
- Completed detailed plan reviews for both commercial and residential structures.
- Engaged with various stakeholders, including citizens and contractors, regarding their projects and interests.
- Verified compliance with building codes through plan reviews and inspections.
- Managed the documentation and approval processes for building plans and permits.

City of Cape Canaveral

11/24 – 01/25

Deputy Building Official

- Conducted thorough reviews and site inspections to ensure compliance with building codes.
- Ensured that all construction and permitting activities adhered to adopted building codes and regulations.
- Completed detailed plan reviews for both commercial and residential structures.
- Engaged with various stakeholders, including citizens and contractors, regarding their projects and interests.
- Demonstrated a comprehensive understanding of building codes and their application in permitting and construction processes.
- Verified compliance with building codes through plan reviews and inspections.
- Managed the documentation and approval processes for building plans and permits.
- Facilitated the issuance of permits after verifying compliance with building codes.

- Currently approved to take the building code administrator exam, showcasing a commitment to advancing your professional qualifications.
- Holds Building Officials License, reflecting a dedication to professional growth and expertise in the field.

Osceola County Board of County Commissioners

09/22 – 11/24

Building Inspector

- Ensured that all construction, renovations, and alterations complied with Osceola County building codes.
- Verified that construction work adhered to approved plans and specifications.
- Ensured that all construction projects had the necessary approved permits before commencing work.
- Conducted thorough inspections of plumbing systems to ensure they met the building code requirements.
- Inspected electrical installations to verify compliance with safety standards and building codes.
- Evaluated mechanical systems in commercial projects to ensure they were installed as per the approved plans and building codes.
- Conducted comprehensive inspections of residential projects, including single-family and multi-family dwellings, for all trades.
- Inspected commercial buildings, from single-story to multi-story structures, ensuring they met all relevant building codes.
- Assessed various construction methods, including tilt-up construction, concrete block, steel, and wood frame structures, for compliance with approved plans and building codes.
- Interacted with community members and contractors to discuss the inspection process, status of inspections, and compliance with building codes, both positively and constructively.

Gryffin Construction Corp

03/16 – 09/22

Construction Manager

- Interacted with clients from inception of their project until close out.
- Assisted with project design as needed and prepared estimates as required.
- Created and set construction budgets
- Applied for permitting and interacted with the various building departments
- Ensured safety was a priority on every jobsite.
- Coordinated with owners on the progress and cost of construction
- Prepared contractor- owner pay apps and reviewed and verified sub trades pay applications.
- Interacted and directed contractor staff during progress staff meetings.
- Project values ranged from \$100k to over \$105,000,000.
- Primary focus was on hotel and commercial projects.

Phoenix Building Corp SE

06/13 – 03/16

Construction Manager

- Managed client relationships from project inception to completion.
- Provided support in project design and prepared necessary estimates.
- Created and set construction budgets for various projects.
- Successfully applied for necessary permits and engaged with various building departments.
- Coordinated with General Contractor (GC) staff, ensuring materials and staffing needs (including subcontractors) were arranged before project commencement.
- Prioritized safety on every jobsite, ensuring compliance with safety regulations.

- Maintained regular communication with owners regarding project progress and costs.
- Prepared contractor-owner payment applications and verified subcontractor pay applications.
- Directed contractor staff during progress meetings to ensure smooth project execution.
- Managed projects ranging in value from \$100,000 to over \$105,000,000.

MSG Built Tech Construction

06/24 – 06/13

Construction Manager

- Successfully managed numerous large-scale construction projects ensuring compliance with local, state, and national building codes.
- Expertly interpreted and applied building codes to guarantee all constructions met or exceeded regulatory requirements.
- Reviewed and approved architectural and engineering plans, ensuring alignment with building codes and project specifications.
- Efficiently navigated the permitting process, securing necessary approvals from relevant authorities to keep projects on schedule.
- Conducted regular inspections and audits to confirm ongoing compliance with building codes, identifying and resolving issues promptly.
- Trained and mentored staff on code compliance and the importance of adhering to approved plans, fostering a culture of quality and safety.
- Worked closely with architects, engineers, and local authorities to address code-related challenges and ensure project success.

Fairfield Residential

Project Manager

- Responsible for interacting with the asset manager on all progress and expenses.
- Worked with subcontractors to negotiate scheduling and contract amount.
- Reviewed and approved subcontractor and vendor pay applications.
- Coordinated and interacting with the various building departments to submit permit applications and follow through with inspections.
- Directed a team of carpenters and laborers to do self-performed work.
- Completed the buy out on the projects
- Set the schedule for each project and made sure schedule was followed. Coordinate with subs and in house team to correct and deviations.

EDUCATION & CERTIFICATIONS

- Associates in Applied Science, Wentworth Institute of Technology, USA.
- Certified General Contractor State of Florida CGC-150589.
- Florida State Building Inspector Standard Commercial BN 7309 (Residential, Building, Plumbing).
- Standard Plans Examiner State of Florida PX-4817.
- Provisional Mechanical Inspector State of Florida. PMI828.
- Provisional Electrical Inspector State of Florida PCE1043.
- Approved to take the Building Officials Exam (Building Code Administrator)
- Certified Residential Contractor State of Florida CRC-35219.
- Building and Residential Contractor State of North Carolina.
- A-1 Commercial Contractor State of Arizona.
- SBCCI Certified Building Inspector 5419.

EDWARD J. PAGE, PE

Gulfport, FL 33707
e1page1@yahoo.com
(727) 424-2172

EXPERIENCE:

JPI – Engineer/ Inspector 2017-2025

Multi-Trade Building Code Inspector for agencies in the Tampa Bay and Sarasota area.
Complete routes independently and enter results as completed into the permit management system.

Honeywell, Clearwater, FL (July 1998 to 1 September 2017)
Construction Quality Engineer

Bulk of work experience has been to review (build documents and contractual) requirements and verify if product met those requirements.

- Performed in-process and final electrical/mechanical Inspections and plans review
- Ensured quality system implementation per program contract through inspection.
- Reviewed contracts to ensure compliance, and documented as-built exceptions
- Developed construction quality plans based on company standards and customer specifications
- Performed pre-contract review of manufacturing/ construction equipment vs contract requirements
- Created manufacturing scope based on drawings
- Manager of as-builts and plan revision process.
- Prepared hardware documentation for first article inspection by customer and troubleshooted software

EDUCATION / TRAINING / PROFESSIONAL DEVELOPMENT:

Bachelor of Science Electrical Engineering, University of North Florida
Professional Engineer (Florida license number 69045)

Joseph Payne PE, MBA

Curriculum Vitae

Credentials

Professional Engineer

Florida License #55751

Georgia License #33995

Delaware License #15439 (inactive status)

Corporate Office

5995 S A1A

Melbourne, FL 32951

Mailing Address

16057 Tampa Palms Blvd. , #242

Tampa, FL 33647

Phone

Cell: 813.731.1501

Internet

E-mail: joe@jpiflorida.com

Education

Masters of Business Administration

University of South Florida, Tampa, Florida

Bachelor of Science in Civil Engineering

Drexel University, Philadelphia, Pennsylvania

Graduate studies (Geotechnical Engineering- 1998)

New Jersey Institute of Technology, Newark, New Jersey

Continuing Education:

Florida Department of Financial Services (Neutral Evaluation) –2013

Florida Department of Financial Services (Mediation) - 2014

Florida Civil Circuit Court Mediator - (Pending 2014)

1802 Wind Hazard Mitigation Training – April 2011

Advanced MOT Work Zone – 2005

Amtrak Contractor Safety Training - 1999

OSHA 40 Hour Hazwoper – 1997

Professional Associations

Florida Board of Professional Engineers, Case Reviewer

Hillsborough County Plumbing Board of Adjustment, Appeals and Examiners (Engineer)

Hillsborough County Land Use Appeals Board (2009-2010)

Westchase Association Board of Directors (2007-2009)

Areas of Concentration

Municipal Services
Quality Assurance and Control Manager
General Civil/ Site Engineering
Public Sector Market Development
Environmental Resource Permitting
Pond Siting Reports
D.O.T. Drainage Connection Permits
Public Meetings

Professional Experience***Joe Payne Inc., Tampa, FL 2009-current*****President**

President of a full service civil engineering firm. Owner and Principal-In-Charge of three service lines (Municipal Service Line, Civil/Site Engineering, and State/ Federal). Consultant for thirty-five municipalities in the State of Florida. Provide professional opinions and consultation. Within the Municipal Service Line, common activities include Interim Building Official coverage, Residential and Commercial plan review (office and remote), and Residential and Commercial Inspector (paper based and tablet). Quality Control Officer for JPI.

Consultant for the Florida Board of Engineers. Complete plan reviews and provide professional opinions for complaint cases involving building code, sinkhole, site plans, inspections, and related professional activities. Provide professional opinions.

Consultant for the Florida Department of Financial Services. Engineering and Financial Management consultation.

Completed neutral evaluation for Department of Financial Services for sinkhole loss verifications and remediation methods. Cases in Hillsborough, Hernando, Pasco, Highlands, and other counties throughout Florida.

Louis Berger Group, Inc., Florida Statewide, 2013-2014**Special Consultant – Contract Role**

Consultant for Louis Berger Group Florida Statewide marketing and business development pursuits. Project Manager for several Design-Build pursuits with a large international Design-Build contractor in South Florida. Project Manager for pursuits along SR 826 and HEFT. Proposal Manager for the Louis Berger team on the I-4 Ultimate P3 project. Proposal Manager for the Interstate Program Manager pursuit and Emergency Response General Consultant pursuits for FDOT.

Greenhorne & O'Mara, Clearwater, FL 4/08 to 8/09**Project Director**

Worked as a Project Manager and Technical Director for a nationally ranked general civil and transportation consulting firm located in Tampa Bay. Project Manager for professional service contracts in the one million to three million dollar range. Won the

Hillsborough County TTF-2a contract at Broadway and Falkenburg which was the first Hillsborough County public works contract at the office. Closed FDOT Design-Build contracts for work in FDOT 2. Brought in construction permitting and dewatering contracts for work in Collier County. Set-up teaming agreements for contracts for FDOT Design-Build projects and shortlisted on D4 work. Project Director for Hillsborough County Public Works contracts. Assists the Office Manager in reaching \$2.5 million dollar sales goal for public sector clients, primarily City, County, and alternate bid FDOT projects. Corporate restructuring led me to pursue a new home to continue my career.
References: Matt Fabrizio (Frmr. Project Manager), 727.423.0202

TY Lin, Inc., Tampa, FL 7/05 to 4/08

Associate/ Project Manager

Project Manager and Technical Lead Drainage Engineer for the Tampa Business Unit of an international structural and transportation engineering firm. Won the Hillsborough County General Civil Service contract for the office. Brought in several FDOT 1 DEMO assignments under prior contracts. Shortlisted on several Districtwide Drainage contracts and invited by FDOT 1 to present for them at the 2007 FICE conference. Project Manager for DOT reconstruction and County intersection improvement projects. Senior Drainage Engineer on multi-lane widening, new construction, and reconstruction highway projects. Engineer of Record for engineering work associated with Water Management District permitting of stormwater management facilities. Responsible for conformance to the FDOT Drainage Design Policy and the State of Florida regulatory standards and statutes. Senior Quality Control and Quality Assurance official for the Tampa Business Unit's Roadway Drainage Design activities. Represent clients at formal and informal Public Meetings.

Reference: John Darling (Frmr. Office Manager) 813.205.4623

American Consulting Engineers of Fla, Inc., Land O' Lakes, FL 4/04 to 7/05

Senior Drainage Engineer/ Project Manager

Statewide Drainage Engineer for a national transportation engineering firm. Senior Drainage Engineer on multi-lane widening, new construction, and reconstruction highway projects. Engineer of Record for work associated with Water Management Districts. Project Manager for City and County municipal projects with construction costs under one million dollars. Represented clients at formal and informal Public Meetings. Pursued and won several CDD contracts. Considered ownership opportunities until TYLIN approached me with a more affordable stock ownership plan.

Reference: John Kilgore (Office Manager) 813.927.0061

Coastal Engineering, Inc., Brooksville, FL 3/03 to 4/04

Assistant Director

Assistant Director for a privately owned site and civil engineering firm. Won and closed approximately an average of \$25-50k of contracts per week with private clients during a very "hot" development market. Directed a 15 member technical staff completing residential and commercial construction plans for private developers. Engineer of Record for engineering work associated with Water Management District permitting, DOT Drainage Connection Permits, DOT Driveway Connection Permits, DOT Utility Permits, DOT R/W Permits, and DOT Access Management Connection Permits. Represented clients at Public Meetings.

Reference: Tom Mountain (Office Manager) 352.796.9423

Florida Department of Transportation, Tampa, 9/01 to 3/03

Assistant District Drainage Engineer

Worked as a Lead Permit Official for D.O.T. Drainage Connection Permit Reviews. Senior Engineer for engineering services completed by the Department for public services. Represented the State at formal and informal Public Meetings. Engineer of Record for engineering work associated with Water Management District permitting of stormwater management facilities.

Reference: Dwayne Kile (Frmr. Office Manager), 727.572.7111

Dames & Moore/ URS, Inc., Tampa, 7/00 to 9/01

Senior Drainage Engineer

Received an opportunity for a full time position at Dames & Moore. Engineer of Record for Roadway Drainage Engineering services on public transportation projects. Engineer of Record for engineering work associated with Water Management District permitting of stormwater management facilities.

Reference: Matt Fabrizio (Frmr. Project Manager), 727.423.0202

System One - 6/99 to 7/00

Contract position – Drainage Engineer

Designer and Engineer for roadway drainage consultation on public transportation projects. Designer and coordinator for engineering work associated with Water Management District permitting of stormwater management facilities.

Reference: Kevin Knudsen (Office Manager), Rob Garrigues (Frmr Supervisor) 813.289.5550

Frederic R. Harris, Inc., Philadelphia, PA 8/98 to 6/99

Civil Designer

Relocated back to Philadelphia to work for a major transportation company. Civil and Transportation Designer for a national transportation and public infrastructure engineering firm. Stormwater Management Design on road widening projects.

Reference: Timothy Gunner (Former Department Manager)

McNally Engineering. Oakland, NJ 4/97 to 8/98

Project Manager

Brown Caldwell was in the process of acquiring Eckenfelder. Pursued a management opportunity with McNally Engineering for job stability. Managed the design of small site and civil engineering service contracts. Coordinated environmental permits for these activities.

Reference: Mike McNally, Owner

Eckenfelder/ Brown Caldwell, Inc., Ramsey, NJ 8/95 to 4/97

Project Designer

Civil and Environmental Designer for a waste management division of a national environmental engineering firm. Completed a six month construction quality assurance assignment for a groundwater pump, treat, and reinjection system.

Reference: Mike Monteleone (Former Office Manager)



ANDREW C. WEST, P.E., LEED® AP
MECHANICAL ENGINEER

Mr. West has over 24 years of experience in the field of building plumbing, HVAC and fire protection systems design and energy management. This experience includes projects ranging from one room to \$100 million+ buildings. Stadiums, commercial offices, research laboratories, central utility plants, transportation terminals, nursing homes, acute care hospitals, surgery centers, pharmaceutical compounding areas, vivariums, agricultural support buildings, K-12 schools, university classrooms, dormitories, hotel towers, federal law enforcement and zoological amusement park exhibits are among the many types of facilities Mr. West has designed.

EDUCATION

University of Florida, Master of Science in Mechanical Engineering - Thesis: Optimization of Complex Vapor Compression Cycles Using Genetic Algorithms

University of Florida, Bachelor of Science in Mechanical Engineering

REGISTRATION

Professional Engineer (P.E.), Florida, New York
LEED® Accredited Professional

AFFILIATIONS

ASHRAE Member
ASPE Member
NFPA Member

PROJECT EXPERIENCE

Atlanta Braves Spring Training Stadium, North Port, FL

New 7,000 fixed seat baseball stadium scheduled to be open for the 2020 major league baseball spring training season. Outdoor stadium with indoor luxury suites, clubhouses, offices, concession areas and restroom.

Louis Brown Athletic Center, Rutgers University, Piscataway, NJ

Analyzed expanding the building's HVAC system to provide cooling to the 8,000 seat main arena following Rutgers entrance into the Big Ten Conference.

University of Florida, Murphree Hall Renovation, Gainesville, FL

The University of Florida renovated Murphree Hall, a building in a campus historic district listed on the National Register of Historic Places. This residence hall is a 100,000 SF, 4 story, 350 bed college residence facility in Gainesville, FL. The residence hall in continuous use since opening in 1939, did not have air conditioning or up to date electrical, fire alarm or fire protection systems. A 2004-2005 renovation replaced the original heating system with a completely new HVAC system and upgraded the electrical, fire alarm and fire protection systems. Andrew West was the Project Manager and Lead HVAC Engineer for the infrastructure upgrades.

University of Florida, College of Pharmacy Research Wing Renovation, Gainesville, FL

Six year phased renovation of 7 story, 85,000 SF wing of health center complex. Only 1 or 2 floors at a time were under construction at once while the others were occupied. All vertical utilities were upgraded including new laboratory exhaust fans and 100% outside air AHUs. All laboratory spaces were renovated to meet BSL-2 standards. Conducted commissioning inspections of HVAC systems.

University of Florida, NIMET Nanoscale Research Facility, Gainesville, FL

Conducted LEED® analysis and prepared documentation. Conducted building energy modeling.

University of Florida, Orthopaedics and Sports Medicine Institute, Gainesville, FL



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MECHANICAL ENGINEER

- Commissioning agent for 135,000 SF new building
- Performed independent design review
- Conducted detailed inspections of HVAC systems, lighting control systems and domestic hot water heating system
- Prepared full commissioning report to meet requirements for obtaining LEED® certification for building

University of Florida, Weil Hall Renovation, Gainesville, FL

Commissioning agent for 80,000 SF renovation of civil and industrial engineering departments.

- Conducted detailed inspections of HVAC systems
- Prepared commissioning report to assist building staff in energy efficient procedures and preventive maintenance

University of Florida, Communicore Animal Research Facility, Gainesville, FL

- Designed replacement of central system air handling units and exhaust fans for animal research area
- Conducted airside rebalancing of 120,000 SF of vivarium, research labs, classrooms and offices
- Designed renovation of cage washer area
- Designed upgrade of HVAC systems serving BSL-3 Infectious Diseases Isolation area

University of Florida, Frazier Rogers Hall Renovation, Gainesville, FL

Design engineer for 60,000 SF building renovation.

- Conducted commissioning inspections of HVAC systems (building included agricultural engineering laboratories, offices and classrooms)

SUNY at New Paltz, Wooster Building Renovation, New Paltz, NY

A comprehensive renovation of the 3-story, 71,685 sf Wooster Science Building (WSB), built in 1967.

The renovated building houses a dining area, science classrooms, conference rooms and administrative spaces for departments such as Geology, Physics, Mathematics and Computer Science.

CUNY-York College, Laboratory Research Building Study, Jamaica, NY

Performed feasibility investigation and survey to determine recommended upgrades to HVAC systems.

CUNY-Hunter College, Educational Buildings Study, New York, NY

Performed feasibility investigation to install central air conditioning in historic Hunter Hall and renovate HVAC systems in adjacent 17 story, 550,000 SF education building.

Columbia University, Emergency Generator Installation, New York, NY

Designed installation of a 2.25 MW diesel emergency generator in existing storage garage to serve new adjacent building.

New York University, New York, NY

Designed renovation of data center HVAC system.

New York University, High Rise Dormitory Infrastructure Upgrade, New York, NY

New York University was renovated Vilcek Hall at 334 East 26th Street in a multi-year ongoing project. This residence hall is a 140,000 SF, 25 story, 430 bed facility located four blocks from the NYU Langone Medical Center in the Kips Bay neighborhood. This residence hall serves post-graduate students in medical and dental school as well as post-doctoral staff, nurses and junior faculty at the colleges of medicine and dentistry. The Phase II renovation in Summer 2008 included a number of architectural and infrastructure upgrades such as new finishes, plumbing fixtures, receptacles, branch circuit wiring, fire alarm devices, sprinklers in many of the residence rooms. The renovation also included a new 40-ton air cooled chiller, air handling units and fan coil units serving common areas and a few residence



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rooms on the first two (2) floors. Commissioning of the HVAC work was performed by Mr. West.

New York University, New York, NY, Laboratory Research Building Renovation
Performed independent design review as commissioning agent.

New York University, New York, NY
Conducted MEP/FP existing condition survey with recommendations for upgrades to five buildings in Steinhardt School of Education.

Santa Fe Community College, Central Plant Boiler Replacement, Gainesville, FL

- Designed phased replacement of two fire tube boilers
- Coordinated primary and secondary loop pump replacement to minimize downtime of heating hot water to campus
- Designed and commissioned custom piping and control scheme to provide lower than normal temperature water to campus loop while preventing condensation in boilers

University of Florida, Utility Piping Projects, Gainesville, FL

Designed and managed several projects to replace sections of the campus wide underground chilled water and steam piping.

University of Florida, Health Science Center, Gainesville, FL

Designed and managed several small renovation projects in the Colleges of Medicine, Dentistry, Nursing, Pharmacy and Health Professions. Conversion of office space to laboratory research space.

- Data center HVAC renovations
- Modernization of elevators
- Modernization of dental clinics
- Air handling unit and exhaust fan replacements
- Upgrading of HVAC controls from analog and pneumatic to DDC

Transportation

Gainesville Regional Airport, Gainesville, FL

General aviation terminal renovation. Design engineer and project manager for gut and renovation project of existing terminal building.

Healthcare

SUNY Downstate Medical Center, Brooklyn, NY.

Conducted existing condition survey with recommendations for upgrades to space in former hospital being transformed to offices.

VA New York Harbor Healthcare Center, Manhattan Veterans Administration Medical Center (VAMC), Admitting Area & Emergency Room Modernization, New York, NY

The New York Campus of the VA Harbor Healthcare System provides inpatient and outpatient services in internal medicine, surgery, psychiatry, neurology, rehabilitation medicine, as well as emergency care. The VA Manhattan is a referral center for interventional cardiology, cardiac surgery, neurosurgery, orthopedics, and urology. The facility has been at the forefront of clinical care and research for patients with HIV/AIDS since the beginning of the epidemic. It is the only Veterans' Health Administration facility to house both a designated clinical care unit and research center for AIDS and HIV infection. The campus is the VISN 3 Referral Center for Interventional Cardiology (i.e., angioplasty and stenting), Cardiac Surgery and Neurosurgery.

Kallen & Lemelson was retained by Array Healthcare Facilities Solutions to provide mechanical and electrical engineering services for the Emergency Department (ED) renovation at the Manhattan campus. The project objective was to renovate and expand the existing Emergency Department in order to enhance work flow and efficiency of the unit. The existing 7,000 sf ED was expanded into a 13,000 sf unit to include new ED



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Access, Waiting, Triage, Nurse Station, Treatment spaces, Administrative offices, and a Psych-specific ED area.

The scope of work also involved relocating the Eligibility / In-Take area into the Hospital's Atrium Space, renovating Primary Care Triage, and relocating the Medical Fee Unit. The upgrades improved patient throughput, as well as addressed the ED master plan for the future. Construction proceeded in four (4) phases, while keeping the ED in operation.

The project included a new air handling unit (AHU) located on the lower roof near the ED to provide HVAC for the ED. The old existing AHU was in poor condition and did not have adequate capacity to serve the expanded ED. Various options for providing a new AHU were studied, including the replacement of the existing AHU located in the penthouse mechanical equipment room. The new AHU was installed under the first phase of construction and permitted a phased decommissioning of the existing AHU. The new AHU was provided with new direct digital automatic temperature controls, which were integrated to the existing hospital Building Automation System, along with emergency power from the hospital emergency power system.

The renovation and expansion of the ED included a new nurse call system for the entire ED, which was coordinated with a hospital-wide project for replacement and upgrading the nurse call system.

NYC Department of Design and Construction and NYC Department of Health, Prison Health Warehouse Generator, Queens, NY

As part of our term contract with the NYCDDC, Mr. West was the Project Manager and Lead HVAC Engineer responsible for providing MEP/FP engineering design services for the generator within the 2-story warehouse building, which is used to store medical supplies to the city prisons. In the past couple of years, there were several interruptions in the power supply to the

warehouse which adversely affected its operation (the building cannot be left without electrical power). The intent of this project was to provide emergency power for all areas of the building in which electrical power is continuously required.

Coler-Goldwater Specialty Hospital & Nursing Facility, Feasibility Study and Automatic Sprinkler System Design, Roosevelt Island, NY

Coler Hospital, approximately 850,000 sf, is a Long Term Care Facility located on Roosevelt Island and operated by the NYC Health and Hospitals Corporation (NYCHHC). Coler was originally constructed without an automatic sprinkler system. On March 13, 2008 the Center for Medicare and Medicaid Services (CMS) published a final rule announcing the amendment of regulations concerning nursing home fire safety requirements. 42CFR 483.70 (a)(8)(i) requires all nursing homes participating in the Medicare or Medicaid programs to be protected throughout by a supervised automatic sprinkler system.

The regulation requires all existing long term care facilities to be equipped with a supervised automatic sprinkler system by August 13, 2013. The sprinkler system must be installed in accordance with the 1999 edition of the National Fire Protection Association (NFPA) "Standard for Installation of Sprinkler Systems (NFPA 13)". Also adopted is 42CFR 483.70(a)(8)(ii) pertaining to the inspection, testing and maintenance of sprinkler systems and specified that these activities must be done in accord with the 1998 edition of NFPA 25, "Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems."

As a facility that receives Medicare and Medicaid payments, Coler Hospital must comply with this requirement. Approximately 25% of the existing Coler Hospital facility is currently protected with fire sprinkler systems, which have been incorporated in various renovation projects.



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In May of 2009, Kallen & Lemelson conducted a Feasibility Study for the Coler and Goldwater Hospital Fire Sprinkler Systems. The feasibility study recommended using the existing gravity house tank as the source of water supply and to convert the existing fire standpipe system to a combined fire standpipe sprinkler system. The study also addresses the several options identified for cross main between buildings and a sprinkler booster pump. The existing fire alarm system currently includes fire sprinkler supervisory and water flow monitoring alarms for the existing partial sprinkler system. The fire alarm panels are expandable and the existing alarm system can be modified for 100% facility fire sprinkler coverage.

Goldwater Hospital is also a Long Term Care Facility operated by the NYC Health and Hospitals Corporation and is approximately 839,000 sf. It was anticipated that Goldwater Hospital will also undertake a similar and simultaneous fire sprinkler project for compliance with the CMS Memorandum.

Kallen & Lemelson was then selected by the Dormitory Authority of the State of New York (DASNY) to provide engineering services for the design of a new automatic sprinkler system that will provide protection throughout the existing facilities (Coler and Goldwater) as required by the CMS amendment. Kallen & Lemelson led a team of architectural, asbestos, cost estimating and code subconsultants. Construction phasing was a key issue as the installation of the sprinkler system was conducted while the facilities were fully occupied and was required to be completed by August of 2013. In order to minimize disruption and costs, the design was carefully planned to minimize ceiling replacement and disruption to asbestos containing materials (ACM). ACM was identified in plaster ceilings, wall finishes and on pipe insulation above the ceiling.

Long Island State Veterans Home at Stony Brook University, Building System Upgrades: Boiler, Hot Water & HVAC, Stony Brook, NY

Project Manager and Lead HVAC Engineer responsible for designing MEP system upgrades (boilers, hot water & HVAC) to include Central Plant utility improvements, heating plant, domestic hot water systems and cooling plant upgrades for the Long Island State Veterans Home (LISVH). This 200,000 SF, 350-bed skilled nursing facility is located on the grounds of Stony Brook University in Stony Brook, NY.

Over the past nineteen (19) years, the LISVH has maintained its current boiler and plant operations, with various building additions over the years being added directly to the existing system. The age of the system coupled with rising energy costs brought about the need to furnish a complete plant upgrade. Kallen & Lemelson is currently developing construction documents and will soon provide full construction administration services. The project scope includes:

- Installation of new high efficiency magnetic bearing variable speed centrifugal chillers
- Variable speed cooling towers
- High efficiency condensing boilers
- Condensing domestic hot water heaters and associated pumps, hydronic specialties and controls

The new system will be fully integrated with the existing LISVH energy management system. All work is being phased, to ensure that the facility is continuously (uninterrupted) in use. All work meets NYS Executive Order 111 for compliance in energy efficiency, as well as the U.S. Department of Energy's DOE 2.1E modeling program, The U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED®), and U.S. Department of Energy Federal Energy Management Program (FEMP) for equipment efficiencies. The design also follows all applicable audit programs, including programs issued by New York State Energy Research and Development Authority (NYSERDA) and National Grid.



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This project is being funded through a federal Veterans Administration grant that is part of the American Recovery and Reinvestment Act of 2009 (ARRA). The project meets all ARRA, New York State, and State University of New York (SUNY) requirements. Preparation of a New York State Department of Health Certificate of Need (CON) is also required.

**Samuel S. Stratton VA Medical Center,
Building 5 Expansion and Renovation,
Albany, NY**

Project Manager retained by Array Healthcare Facilities Solutions to provide full MEP/FP engineering design services for Building #5 on the campus of the Samuel S. Stratton Veterans' Administration Medical Center (VAMC), located in Albany, NY (VA VISN 2: Upstate New York).

The Samuel S. Stratton VAMC opened in 1951 and serves veterans in 22 counties of upstate New York, western Massachusetts and Vermont and is equipped with 156 authorized beds. The VAMC provides specialized medical services such as: cardiac catheterization, cardiac rehabilitation, nuclear medicine, radiation oncology, stereotactic radiosurgery, hospice/palliative care, adult day health care, post-traumatic stress disorder, compensated work therapy, memory clinic, geriatric assessment, nursing home and respite care. There is also extensive diagnostic laboratory medicine and radiology including computerized tomography, and magnetic resonance imaging.

The design includes a 2-story, T-shaped building addition, approximately doubling the size of the building to 16,000 SF. The HVAC system includes a custom rooftop packaged unit with self-contained water-cooled heat pump, separate gas-fired heating furnace, supply fan and empty space for the addition of a future cooling water coil. The heat pump's water-cooled section is coupled to a ground mounted fluid cooler (closed loop with spray water pump). In the future, if a geothermal well water source is provided, the well water can be connected directly to the water cooling circuit. Plumbing, sprinkler and electrical systems were

upgraded in order to support the new addition. Selective portions of the existing building were renovated as well.

**Shands at AHG – Fire Alarm System
Replacement,
Gainesville, FL**

Project Manager responsible for the replacement of the entire fire alarm system for the 70 year old community hospital Shands at AGH in Gainesville, Florida. The hospital is part of the Shands Healthcare network and provides full service health care services, but in a more accessible community setting preferred by some to the cutting edge Shands at UF flagship facility. The previous building fire alarm system experienced major component failures requiring weeks of repairs and fire watches. That event set in motion the design of an entirely new fire alarm system.

The construction was phased to minimize the disturbance to the occupants and tackle each part of the system separately. The design specified an addressable, coded system. Although the front end of the system was replaced under a separate but concurrent sprinkler project, the new sub-panels, initiating devices, notification devices, door holder relays and equipment shutdown relays were replaced under this project.

The design included verification and modification of the life safety zones and new sequences of operation for all devices. Construction phase commissioning was conducted by the design engineers to verify the following: all device addresses were correct and matched label on device, proper operation of all initiating devices, coded signal correlated with life safety zone containing alarm, proper operation of all notification devices, shutdown of equipment and closing of doors correlated with life safety zone containing alarm and continued operation of exhaust fans serving isolation areas.

The design and construction was shepherded through the filing, review and inspection process



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as required by the Florida Agency for Health Care Administration.

Shands at AGH – Fire Protection Renovations, Gainesville, FL

Andrew West managed a project to fully sprinkler the 70 year old community hospital Shands at AGH in Gainesville, Florida. The hospital is part of the Shands Healthcare network and provides full service health care services, but in a more accessible community setting preferred by some to the cutting edge Shands at UF flagship facility. The building previously had no water based fire protection system as required by current codes.

The design included three distinct phases of construction: fire pump, standpipes and sprinklers. Although all three phases were designed, the third phase was not totally constructed due to funding constraints. The front end of the fire alarm system was replaced and interfaced with all the existing fire alarm panels during the fire pump installation.

Due to the lack of existing drawings, the design included creating a reflected ceiling plan for the entire facility. The design and construction was shepherded through the filing, review and inspection process as required by the Florida Agency for Health Care Administration.

Schnurmacher Center for Rehabilitation and Nursing, Energy Study, White Plains, NY

The Schnurmacher Center for Rehabilitation and Nursing is an approximately 100,000 GSF, six-story building located in White Plains, NY. Construction for the building was completed circa 1972. The building operates 24 hours/day, 7 days/week and contains primarily resident rooms, but also has physical and occupational therapy, full kitchen, dining rooms, classrooms and administrative offices. The basement is a partial basement and contains a boiler room, chiller room, AHU MER, storage, small laundry and maintenance locker room. The building uses natural gas for heating, domestic hot water

heating.

The existing HVAC system includes a 2-pipe fan coil unit system serving most of the building perimeter. There are three (3) air handling units located in the basement MER, one serving the 1st floor, one for the corridors on the 2nd through 6th floors and a third heating and ventilating unit for the basement. A 160-ton electric centrifugal chiller provides air conditioning for the building. Two (2) hot water fire tube, No 2 oil-fired boilers, each with an 8,000,000 BTU/hour capacity, provide heating and domestic hot water heating for the building. Exhaust fans are located on the roof, as is the cooling tower for the chiller plant. All equipment, with the exception of rooftop exhaust fans and the cooling tower, is original and is 37 years old.

Lighting fixtures are generally fluorescent fixtures, largely 2x4. Lighting controls are basically manual through switches and circuit breakers. The entrance lobby was recently renovated and new light fixtures are provided in the renovated area. The building does not have a BAS and air handling units are manually controlled.

Kallen & Lemelson provided an energy study for the facility under the American Recovery and Reinvestment Act. Specific energy conservation opportunities investigated included:

- Window replacement energy save analysis
- Replace chiller with high efficiency chiller and consider use of variable speed drives
- Building Automation System and enhanced HVAC system controls
- Replace FCU with control valves and provide pump VFD's
- Boiler replacement
- Separate domestic hot water heater
- High efficiency lighting and controls
- Cooling tower variable speed fans and/or pumping
- Demand limiting with emergency generator



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The facility was modeled using the TRACE hourly computer energy modeling program. Analysis included the identification of annual energy cost savings and implementation costs for each energy conservation measure (ECM.) In addition to studying each ECM individually, measures were grouped to analyze the interactive effort of measure.

At the conclusion of our study, we prepared a report of our analysis, findings and recommendations, along with costs (both energy and implementation costs). The report described the process, our analysis, our findings and our recommendations, and included supporting calculations.

Greater Harlem Nursing Home & Rehabilitation Center, New York, NY

Greater Harlem Nursing Home & Rehabilitation Center, established since 1976, is a vital 200 bed non-profit facility located at 30 West 138th Street between Lenox and 5th Avenues. It provides extended-stay nursing care to seniors with varying levels of disabilities in New York, NY.

Kallen & Lemelson was hired to provide mechanical and electrical engineering services for the design and preparation of drawings and specifications for bidding of the various renovations and additions for the Greater Harlem Nursing Home. Our scope of services included the following:

Renovation of the existing 6-story plus basement building plus the addition of a 23,500 SF, 6-story annex on the east side of the existing building. The ground floor of the annex would be an open parking area. Renovation of the existing building would include a full assessment and upgrade of the mechanical, electrical and fire protection infrastructure.

Amsterdam House Nursing Home, Addition and Renovation, New York, NY

Since 1872, Amsterdam Nursing Home has been at the forefront of the idea that all elderly and

disabled citizens deserve a dignified and nurturing place to reside. The location on Amsterdam Avenue between 112th street and 113th street in the Upper West Side has been occupied by Amsterdam Nursing Home facilities for the last 110 years. The current facility, with over 400 beds, is comprised of a building constructed in 1977 and an addition (designed by Kallen & Lemelson) built in 1999.

A single story, 2,500 SF addition was added to expand the dining, occupational therapy and physical therapy spaces for the residents. Work also included mechanical and electrical infrastructure upgrades to the 1977 building. Kallen & Lemelson provided engineering services for the design and preparation of drawings and specifications for bidding of the following upgrades:

- Replacement of split system chillers with new, state-of-the-art, high efficiency air cooled chillers
- Replacement of two (2) air handling units, one to serve the west wing cellar and one to serve the west wing resident floor corridors
- Interconnection of the boiler and chiller plants in the west and north wings
- New, state-of-the-art building automation system to efficiently control the HVAC systems in the west wing
- Replacement of rooftop exhaust fans
- Replacement of DX condensing units in the courtyard filled in by the addition with chilled water coils
- Replacement of several chilled water, condenser water and heating hot water pumps
- Replacement of domestic hot water heat exchanger
- New fire protection sprinkler system throughout west wing
- Addition of emergency power receptacles in all resident rooms
- Upgrade of emergency power to the passenger elevators allowing all to run simultaneously



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- Upgrade of the emergency power distribution system and replacement of the emergency generator with a new larger one
- New code compliant fire alarm system including carbon monoxide detectors

Mount Sinai Medical Center, Surgical Procedures Room Renovation, New York, NY

Design replaced air terminal equipment to increase air flow to room.

Long Island Jewish Medical Center, Patient Room Wing Renovation, New Hyde Park, NY

Prepared LEED® documentation for a 10,000 SF renovation of patient rooms and nurses' stations.

Sound Shore Hospital, New Rochelle, NY

Boiler replacement study. Investigated existing conditions and recommended cost effective phased option for replacing steam boilers.

Shands at AGH, Gainesville, FL

Infant Abduction Prevention System. Assisted facilities staff in coordinating vendor installation of infant tag security perimeter with elevator controls and existing controlled access system.

Shands at AGH, Gainesville, FL

Angioplasty suite renovation. Design coordinated new angioplasty equipment with existing building utilities.

Shands at Starke, Starke, FL

AHU replacement. Design engineer and project manager for replacement of four air handling units serving operating rooms, patient rooms and office space.

Shands at Starke, Starke, FL

Emergency room renovation. Design engineer and project manager for renovation to emergency room waiting area and patient treatment rooms.

Municipal

MTA – Triborough Bridge and Tunnel Authority, Long Island City, NY

New operations building at Queens side of Queens Midtown Tunnel

- Conducted LEED® analysis and prepared documentation
- Conducted building energy modeling

City of New York, Flushing, NY

Coordinated investigation of pipe fouling problems in geothermal system.

City of Gainesville, Gainesville, FL

Ironwood golf course clubhouse. Design project engineer for building with offices, locker room, dining area and commercial kitchen.

Duval County, Jacksonville, FL

Heath department building elevator renovation/upgrade.

Federal

Veterans Affairs, Albany, NY

Designed 7,000 SF addition to occupational therapy building.

New York City Federal Bureau of Investigation, Consolidated Program Development Study, New York, NY

Gruzen Samton Architects was retained by the General Service Administration (GSA) to implement the feasibility study for the consolidation of the Federal Bureau of Investigation (FBI) in New York City into the next phase. This task included performing a Program Development Study (PDS) for the selected option from the feasibility study conducted by Kallen & Lemelson in a separate project. The PDS serves as the technical foundation for the project's authorization/funding request and also functions as the Scope of Work for the design Architect-Engineer (A-E). It provides input to the project's Project Management Plan and further serves as an



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MECHANICAL ENGINEER

information gathering/documentation effort, facilitating the design A-E's early mobilization. For this project, the PDS option from the feasibility study was to consolidate the FBI New York City office into the Jacob K. Javits Federal Office Building (26 Federal Plaza), located in lower Manhattan, NY.

The FBI occupied seven (7) floors, totaling 362,000 sf. The consolidation required that the FBI occupy fourteen (14) floors totaling 723,000 sf. The consolidation was to include a full renovation of the existing floors occupied by the FBI as well as the expansion to other floors. The renovation was to include a full upgrade of the mechanical and electrical systems to the latest FBI requirements, which included fully redundant mechanical systems, standby emergency power and independent mechanical and electrical systems to the extent possible.

The purpose of the PDS phase is to prepare a scope of work which can be given to the design Architect/Engineer and a budget for the scope of work to obtain funding.

NYC Federal Bureau of Investigation and Court of International Trade, Consolidated Program Development Study, New York, NY

Project Manager retained to perform a Program Development Study (PDS) for the selected option from the feasibility study conducted by a separate engineering firm. The PDS serves as the technical foundation for the project's authorization/funding request and also functions as the Scope of Work for the design Architect-Engineer (A-E). It provides input to the project's Project Management Plan and further serves as an information gathering/documentation effort, facilitating the design A-E's early mobilization.

Initially, the FBI occupied seven (7) floors, totaling 362,000 sf and the consolidation required that the FBI occupy fourteen (14) floors totaling 723,000 sf. For this project, the PDS option from the feasibility study was for the remaining twenty-

seven (27) floors of the Jacob K. Javits Federal Office Building (26 Federal Plaza), plus basement and penthouses and also the eight (8) floors of the James L. Watson U.S. Court of International Trade, totaling 2,060,000 GSF for both buildings.

The purpose of the PDS phase is to prepare a scope of work which can be given to the design Architect/Engineer and a budget for the scope of work to obtain funding. The format for the presentation of the scope of work was to prepare a series of Design Directives.

Commercial

Time Warner, Inc., Time Warner Center, New York, NY

Prepared Energy Star Benchmarking Documentation for 1,000,000 SF area of building owned by Time Warner, Inc.

AOL, New York, NY

Prepared LEED® documentation and performed commissioning for 3 floor tenant infill project at 770 Broadway. Space includes offices and television studio.

Pall Corporation, Port Washington, NY

Design project engineer for corporate headquarters renovation.

Bank of New York, New York, NY

Conducted retro-commissioning of some HVAC systems in high rise building.

Industrial

Ben Venue Laboratories, Bedford, OH

Wrote controls sequence of operation for pharmaceutical plant expansion.

Cultural

New York Aquarium, Ocean Wonders Shark Exhibit, Coney Island, Brooklyn, NY

Kallen & Lemelson was retained by the Portico



ANDREW C. WEST, P.E., LEED® AP
MECHANICAL ENGINEER

Group to provide mechanical and electrical engineering services for the design of this new free-standing 50,000 GSF Shark Exhibit at the New York Aquarium. The new building features an Exhibit space, including a 351,000 gallon shark tank, a 54,000 gallon coral reef tank and 800 gallon interactive tank, allowing visitors to touch various sea life. Animal management / research spaces and classrooms are also included in the building.

Kallen & Lemelson was responsible for HVAC, plumbing, electrical and fire protection systems for the building, mechanical and electrical support for the exhibit life support systems (LSS) and plumbing and electrical design for the site utility connections.

The ground floor contains the exhibit space, LSS equipment space and additional utility spaces. Portions of the exhibit space are two (2) stories high and contain the two-story high shark exhibit tank. The second story includes the access to the top of the main shark exhibit tank, diver support areas, medical room, food prep, office and mechanical spaces.

The mechanical systems were designed to allow for humidity control, to minimize deleterious effects to the building construction from corrosion and condensation. This was done using packaged dehumidification air handling units, which provide the highest degree of energy conservation. Heat rejection for the packaged units is used for reheat of the air supplied and heating the tank water and then if not needed, it's rejected through a roof mounted dry cooler.

Cooling for the LSS equipment and air handling unit serving common spaces were provided with a modular chiller system. Heating for the building was provided with high efficiency modular gas fired condensing boilers. Normal power was obtained from the existing 4.16KV radial distribution system feeder originating from the 208 V/4100 V step-up transformer which is owned by the NY Aquarium. Emergency power for the life

safety and LSS system was provided from a new emergency power generator that also serves the existing sea cliff building. .

Lighting is centrally controlled and the control system utilizes occupancy sensors, photocell, dimming and local time override switches to maximize energy conservation efforts. The information technology system is comprised of an elaborate wiring network utilizing category 6E cables, server racks, routers and local hubs; all connected to the site LAN system.

Plumbing systems included a storm drainage, sanitary drainage, domestic water supply system and a natural gas system to service the boilers. A complete automatic wet fire sprinkler system was provided throughout. The Ocean Wonders Shark exhibit is a sustainable Green Building design and is seeking LEED® Silver Certification.

K-12

- PK Yonge Developmental Research School, Gainesville, FL – HVAC project
- Monsignor McClancy School, Queens, NY - Study



ANDREW THOMAS MANERO

1113 Blossom Drive Sebastian, FL 32958 ph

561 901 3513, email: atmanero@gmail.com

OBJECTIVE

Collaborate with a team to promote Education & Awareness through the built environment.

CERTIFICATIONS

Registered Architect, AR96338

Interior Designer, ID6107 LEED

BD+C

EXPERIENCE

JPI- JOE PAYNE INC., Plans Reviewer/ Building Inspector, August 2017-Present

Residential & Commercial Building Plans Reviewer (In-House) and Building Inspector In-

house Plans Reviewer for St. Lucie County and a Treasure Coast Municipality. Commercial

plans examiner for JPI for projects multi-story commercial projects and other forms of

commercial projects. Review Permit Documents, Permit Applications, & Notice of

Commencement on site. Apply knowledge of Building Code in field to built conditions. Verify

construction is compliant with Project Documents and Building Code

UMBER ARCHITECTURE LLC, President, 2013-Present

Residential & Commercial Project Architect

Prepare Construction Documents for Submission to Authority Having Jurisdiction

Review Plans submitted by Engineers, Consultants and Contractors

Meet with Building Official and Plan Reviewer's to walk-through Complex projects

Verify project is in compliance with the Construction Documents during Construction **Projects:**

Stratford Arms- 10,000 square foot Condominium Communal Area Renovation, Boca Raton, FL

Pure Vie- 1,500 Square Foot Spa & Yoga Studio Build-Out, Sarasota, FL

Bowen Residence- New 5,000 Square Foot House in Lighthouse Point, FL

Kathy's House- New 3,200 Square Foot House in Delray Beach, FL

Cohen Residence- 4,000 Square Foot Condominium Renovation in Boca Raton, FL

Kukes Residence- 5,300 Square Foot Condominium Renovation in Boca Raton, FL

Convissar Residence- Residential Addition

Swanson Residence- Residential Site Plan

Equestrian Way- Residential Remodel & Addition

LEIGHTON DESIGN GROUP, 2013-Present

Residential & Commercial Interior Design

Reviewed Plans and Construction Documents for ADA and Building Code Compliance. Project Management, Project Design, Drafting, Scheduling, Construction Administration. Review General Contractor's Bids, for completeness.

ANDREW T MANERO, ARCHITECT, Owner, 2012-2013

Residential & Commercial Architecture

Lupa Shoes- Retail renovation & re-branding

Programming: Analyzed display & storage requirements, created options for new store image

Design Development: Created new floor plan, lighting layout, and display systems within budget

Construction documents: Prepared bid documents, & permit sets

Ortega Lane- High-end residential design/build

Reviewed design concepts with owner & implemented into working drawings

Interviewed contractors, reviewed qualifications & bids

Created construction documents for city

Supervised construction, motivated contractors to meet deadlines

RENEWABLE LIVING INC, General Manager, 2011-2013

High End Interior Design/Build, Custom Fabrication & Installation

Manage general operations, systemization, finances, payroll, and insurance, create marketing material

Generate leads, convert to sale, and close deals

Estimate project costs, negotiate buy-outs, purchase materials, and coordinate installations

Supervise the design & construction teams

WEST ARCHITECTURE, Project Manager, 2010

Architecture & Construction

Met project budget and time schedule

Managed Construction Documents, Engineer Coordination, & Estimating.

Design/Build: Plan & implement fluidity of drawings for construction to minimize changes.

Historic Renovations: Synchronized notes on drawings to accommodate Historic Society &, Archeological requirements with modern construction methods.

Created marketing packages for RFP's

BALFOORT FINNVOLD ARCHITECTURE, Project Manager, 2007-2010

Architecture

Coordinated construction documents with owner, consultants, & city reviewers

LEED Projects: Documented and managed LEED Templates

Estimated and analyzed costs of materials, systems and finishes

Edited and assembled the Project Manual and Specifications

Custom Homes: Met with homeowners to, present select finishes and approve drawings, make sure the homeowner understood the drawings and was always satisfied

Created and presented 3d walkthroughs with selected finishes to homeowners

Completed projects on schedule in accordance with Housing Department requirements and secure permit from the Building Department

Contract Administration: Lead pre-bid & pre-construction meetings, observed job sites during construction administration, and approved pay applications

Addressed and problem solved building issues during construction

GLAVOVIC STUDIO INC, Project Manager, 2005-2006

Architecture, Urban Planning

Site Feasibility Report for Miami Beach: Systematically investigated site conditions, and current user groups

Developed conceptual design based on City Master Plan

Investigated precedents and interviewed potential users for a skate plaza

Compiled findings into a final document and Power Point presentation
Client extended contract for further consideration of project

ARCHITECTURAL DIMENSIONS, Drafter, 2004-2005

Architecture

Retail Stores: Gap Inc/ Old Navy/ Banana Republic

Worked with the project team to complete construction documents.
Administered quality control for drafting team.

ARCHITECTURAL INTERIORS OF SOUTH FLORIDA, Designer/ Drafter, 2001-2003

Interior Design

The Village of Merrick Park, Motorola, ATI Technical School As
build drawings, Construction Documents, Rendering.

ACADEMICS

Florida Atlantic University, Bachelor of Architecture 2006

SKILLS

Accela Inspector
Masterspec software
Sketchup, Realistic Renderings
Auto CAD 2D and 3D
Adobe: Photoshop, Illustrator, In Design, Acrobat
Microsoft: Word, PowerPoint, Moviemaker, Outlook, Excel
QuickBooks

Cory Brockett, P.E.
2939 NW 39th Place; Gainesville, Florida 32605
Mobile: 352.359.1982

OBJECTIVE

To obtain an engineering position in civil engineering, where I can use my strong analytical and interpersonal skills along with my exceptional reasoning to improve services and products, reduce costs, and satisfy customers. I enjoy engaging in new challenges and learning experiences.

SUMMARY OF QUALIFICATIONS

I have engineering experience that includes managing, leading, mentoring, and problem solving. Specifically, my engineering experience includes extensive hydrology/water resource, road construction, site development, and sinkhole subsidence knowledge. One of my greatest strengths is analyzing and solving complex problems. I am a self motivated professional, capable of working independently or as part of a team.

PROFESSIONAL EXPERIENCE

Brockett Engineering, Inc. – Res and Comm Design Engineer - Apr 2016 to Present – Northern, Florida

- Provide over 500 Residential and Commercial Construction Plans for Builders within Northern Florida

Joe Payne, Inc. – Building Inspector - Apr 2016 to Present – Northern and Central Florida

- Provide over 31,000 individual Building, Electric, Plumbing, and Mechanical Inspections.

GSE Engineering, Inc. - Project Manager - Feb 2009 to August 2012 - Gainesville, Florida

- Facilitate, coordinate, and manage approximately 350 sinkhole investigations, incl over 3.5 million net billing.

Brown & Cullen, Inc. - Staff Engineer - Oct 2003 to Nov 2008 - Gainesville, Florida

Projects including University of Florida Vet Med Extension and Tioga Mixed Use Development

- Facilitate the development of construction drawings for residential, commercial, and industrial developments, while managing the resources and drafting technicians.
- Extensive hydrology and water resource modeling using computer and technical modeling of ICPR, Ponds, TR-55, WaterCAD, StormCAD, and Modified Rational.
- Facilitate the permitting necessary for Water Management District, Municipality, FDEP, HRS, FDOT, and other Utility Permitting.

Black Diamond Construction - Construction Manager - Jan 2003 to Oct 2003 - Gainesville Florida

- Manage the resources for projects including underground utility and site development of Orlando International Airport improvements, University of Florida site developments, and other commercial developments within northern Florida.
- Obtain, create, and complete daily request for information.
- Manage the pay requests, change orders, and excel billing spreadsheets for multiple jobs.
- Produce the weekly payroll using current tax tables and software.

Banks Eng, Inc. - Surveyor, A-Cad Tech, and Project Manager - Aug 1999 to Jan 2003 – Ft. Myers, Florida

- Survey experience includes wetland locations, construction staking, and design survey for highways, while working at the positions of rod man, instrument man, and junior party chief.
- Drafting experience including the lead drafter on several commercial and residential developments.
- Facilitate the development of construction drawings for residential, commercial, and industrial developments while managing the resources and drafting technicians available.

EDUCATION

University of Florida - 2008 - Bachelor of Science Civil Engineering - Gainesville, Florida



Corinne Drohan

Bradenton, FL 34203

RECRUITER SUMMARY

- Documentation professional with 10+ years of experience including 2 years of experience preparing and submitting permit applications.
- Holds experience working with government and proprietary computer systems to manage documents.
- Previously worked with county officials, engineers, electricians, plumbers, etc
- Available for interview with 24 hour notice and assignment 2 weeks from offer.

EXPERIENCE

2025 – JPI. Permit technician for a building department which receives approximately an intake of approximately 800 permit application documents per month.

Underwriting & Claims Assistant

JUN 2021 - MAR 2022 & MAR 2023 - FEB 2024

Trade Risk Guaranty, Remote

Directly supported the Underwriting Department in the collection of required financial documentation. Performed documentation management in government and proprietary systems. Communicated underwriting and financial requirements with clients via email and phone. Explained complex industry-specific topics to clients to increase their understanding of the U.S. Customs Bond.

General Manager

NOV 2017 - FEB 2019

Schrader Contracting Service, Sarasota, FL

Worked with county officials, engineers, electricians, plumbers, etc to prepare and submit permit applications through to completion of a project. Established business infrastructure by obtaining workers compensation coverage, establishing payroll services and Quickbooks for financial management. Implemented and oversaw advertising and lead generation through Adwords, google business, and BBB. Responsible for all client interaction - initial contact, setting appointment, creation of quote and contract documentation, communication of progress, collection of payments, etc.

Office Administrator

SEP 2013 - NOV 2017

On Site Screenings, Sarasota, FL

Transcribed information from collection forms into Quicken to ensure accurate billing and prepared invoices for clients. Provided on-site drug screening services directly to employers and schools, including collection and specimen processing following chain of custody protocols.

Personal Banker

July 2010 - SEP 2013

Bank of America, Sarasota, FL

Exceeded both consumer and small business sales goals while demonstrating high ethical standards. Responded to client inquiries and concerns on current accounts while uncovering opportunities to expand relationships into new business lines. Developed solid relationships with teammates both on-site and at other locations.

Admissions Counselor

OCT 2009 - JUN 2010

Keiser University, Sarasota, FL

Promoted a wide variety of program offerings utilizing consultative sales approach to determine appropriate fit for prospective students. Contacted and set appointments directly with prospects, made recommendations for admission based on interviews, and continued follow-up throughout the admissions process. Reported daily to direct supervisor about progress toward monthly enrollment goals and objectives.

Retail Senior Representative

MAR 2007 - APR 2009

T.Rowe Price, Tampa, FL

Answered incoming phone calls for service requests as well as uncovering unstated customer needs, supplying creative solutions, and adding value to each conversation in order to earn client confidence. Trained new associates and provided ongoing coaching and support to more tenured representatives. Planned, organized, and presented continuing education courses for the retail department across three different sites throughout the country. Obtained and held series 6 and 63 licenses.

KILLS

-
- Microsoft Excel
- Permit Applications
- Underwriting and Claims
- Client Relationship
- Management
- Time Management
- Budgeting
- Team Building
- Detail Oriented
- Problem Solving
- Clear Communication
- Self Starter

Education

Bachelor of Science in Marketing, University of Central Florida Orlando, FL , June 2002 - December 2006

CERTIFICATIONS

Licensed Public Notary - State of Florida - (12/2017-11/2021)

INRA Series 6 - expired 2011

FINRA Series 63 - expired 2011



Howard Dietz

1433 Wilson Road
Clearwater, FL 33755
(727) 458-2560
Bud7254@yahoo.com

Profile

Licensed general contractor and state certified building inspector with 30+ years of experience and knowledge in the construction and building industry.

Summary of Qualifications

- Versed in all aspects of the building inspection process for commercial and residential applications.
 - Adept in the interpretation of National Code Compliance Regulations
 - In depth knowledge of the construction process for residential and commercial building.
 - Adept in all construction phases to include bidding, blueprints, permitting, surveying, site prep, footers & foundations, metal & wood construction, framing, roofing, drywall, flooring & interior finishes.
 - Working knowledge of the many construction materials, supplies and tooling used in both residential and commercial building.
 - Ability to effectively communicate within all levels of organizations, trades sub-contractors and vendors/suppliers.
 - 33 years expertise in Project Management to include Time and Materials Management.
-

Professional Experience

JPI	2021 – Current
• Residential and commercial structural inspections	
Hillsborough County Building Department Building Inspector	2017 – 2021 St. Petersburg, FL
• Self-managed schedule to ensure all clients received timely and accurate inspections. • Ensured and upheld compliance of the National Building Codes for all residential and commercial projects. • Remained current with all changes and addendums to National Building Codes. • Developed relationships with interdepartmental counterparts to capitalize on efficiencies and service directly impacting our customers.	
Pinellas County School System Construction Teacher	2013– 2017 St. Petersburg, FL

- Developed Construction Program at St. Pete High
- Taught students general construction
- Prepared students to pass certification

Instructor/Educator

Pinellas Technical Education Centers (pTEC)

2010 – 2012

St. Petersburg, FL

- Weatherization Instruction
Instruct installer class/ Construct all props and auditor house for Weatherization program.
- Construction Instruction
Instruct construction program for the youth build program.

Building Inspector II

Pinellas County Building & Development Review Services

2006 - 2009

Clearwater, FL

- Self-managed schedule to ensure all clients received timely and accurate inspections.
- Ensured and upheld compliance of the National Building Codes for all residential and commercial projects.
- Remained current with all changes and addendums to National Building Codes.
- Developed relationships with interdepartmental counterparts to capitalize on efficiencies and service directly impacting our customers.

Owner/Operator

H.D. Construction General Contractor

1983 - 2006

Clearwater, FL

- Owned and operated construction company specializing in custom home building and design as well as residential and commercial remodeling.
- Adhered to local and national building codes while incorporating the latest advances in technology creating highly efficient and modern structures.
- Developed lasting relationships with clients through customer service and quality of workmanship which positively impacted company growth.
- Balanced multiple projects to include project managers, materials, schedules, timelines and maintaining quality and vision of the project.

License/Certifications

Associated General Contractor of America Superintendent Courses

Pinellas County School Certified Teacher

2013

NCCER Certified Instructor

2013

**OSHA Authorized Construction Trainer 10/30
#C0103292**

2013

State Certified Standard Building Inspector

License # BN-5783	2006
State Certified Building Contractor	
License # CBC-023171	1983
Associated General Contractors of America	
Superintendent Courses	1981
NCCER Certified	2011

Selected Career Highlights

- Letter of recognition from Tampa Bay Builders Association 2017
 - 11 Letters of Thanks and Recognition for Overall Job
Performance and Professionalism 2006-2009
 - Tampa Bay Home Section Custom Home of the Month 1991
 - CBA Parade of Homes Charity Event
Awarded for Best Play House 1997
 - CBA of Pinellas Remodeler of the Year 1998
-

Associations/Affiliations

- International Code Council June 06-April 09
 - Building Officials Association of Florida June 06-April 09
 - National Builders Association 1983-2006
 - Contractor and Builders Association of Pinellas 1983-2006
 - Florida Builders Association 1983-2006
-

References

- Van E. Burg
Building Contractor
7273853673
- Kristi L. Smith
High School Teacher
7275800277
- Mik Collins
pTEC Construction Instructor
7276575707



JASON P. STEELE, P.E.

2915 57th Dr E
Bradenton, Florida 34203
(727) 851-1099
jsteele7@gmail.com

EXPERIENCE

BUILDING INSPECTOR

October 2015 - Present

Joe Payne Inc., Melbourne (office), Florida

- Perform building inspections for City of St. Petersburg, Pinellas County, Hillsborough County, and Town of Longboat Key.
- Ensure construction complies to Florida Building Code in execution, quality, and safety.
- Inspection disciplines include Building, Electrical, Mechanical, and Plumbing.

ENGINEERING MANAGER/SENIOR CIVIL ENGINEER

May 2013 – September 2014

All State Engineering & Testing Consultants, Inc., Hialeah Gardens, Florida

- Supervised staff engineers and technicians, provided expertise and guidance.
- Communicated with customers, created project proposals, scheduled all drilling work, provided testing summaries, executed reports.
- Provided design recommendations for both shallow and deep foundations.
- Performed engineering field inspections.
- Oversaw Standard Penetration Test (SPT) borings and percolation tests.
- Reviewed, signed, and sealed concrete sampling, soil compaction, and environmental reports.

SENIOR QUALITY ASSURANCE ENGINEER

August 2011 - October 2012

CCI Solutions, LLC, Canal Point, Florida

- Performed Quality Assurance field inspection for the \$1 billion Herbert Hoover Dike Reinforcement Project on Lake Okeechobee under the direction of the U.S. Army Corps of Engineers. (Fully vetted military contractor.)
- Oversaw and ensured wall testing activities in the field met quality standards for all specifications of the borehole drilling, logging, and testing processes.
- Kept accurate engineering documentation and daily logs and entered them into the Resident Management System (RMS).
- Ensured safety through field inspections and holding safety meetings.
- Upheld environmental compliancy.

CIVIL ENGINEER

March 2008 - September 2010

Gannett Fleming, Inc., Largo, Florida

- Performed field inspections and testing on infrastructure projects, including bridges, roadways, utilities, and buildings. FDOT projects included the following:
 - Tampa International Airport Interchange Project, Tampa, FL. (concrete and compaction testing and inspection)
 - I-275 Ramp Work at Roosevelt Blvd, St. Petersburg, FL. (pile driving inspection)
 - SR-80 Widening Project, LaBelle, FL. (pile driving inspection)
 - Belleair Causeway Bridge, Belleair, FL. (concrete and compaction testing and inspection)
- Executed Quality Control for the Herbert Hoover Dike Reinforcement Project. Performed borehole logging, soil classification, inclinometer and permeability tests, down-hole-camera video of borings, and completed technical reports of all testing activities.
- Sampled and logged Standard Penetration Test (SPT) borings in the field.
- Cored and logged asphalt and did pavement failure analysis.
- Performed surveying.
- Monitored earthwork operations, executed percolation and compaction tests.
- Ran field safety meetings.
- Created computerized geotechnical boring logs with soil parameter analysis.
- Wrote project proposals (with budgeting) and final reports.
- Updated and corrected the Florida Department of Transportation's entire series of training manuals used by all the state's new employees.

CONSTRUCTION ENGINEERING INSPECTOR

February 2005 - March 2008

Nodarse & Associates, Inc., Tampa, Florida

- Executed field inspection duties for a variety of bridge, roadway, and building projects.
- Performed inspection on several notable deep foundation projects using drilled shafts:
 - \$170 million Signature Place (36 story condominiums in St. Petersburg, FL).
 - \$60 million Tampa International Airport Parking Garage Addition.
 - \$330 million Tampa Electric Company's (TECO) Power Plant Air Pollution Control Project using micropiles in Apollo Beach, FL.
- Performed density tests, earthwork monitoring, geotechnical investigations.
- Carried out concrete sampling, lab strength tests, asphalt coring, floor flatness analysis.

MECHANICAL ENGINEER March 1995 - July 1997 and July 1997 - December 2000
Sandvik Sorting Systems, Inc. and *Ziniz, Inc.*, Louisville, Kentucky

- Responsible for engineering conveyor components and systems, primarily for UPS's \$2 billion "Hub 2000" project which greatly expanded UPS's nationwide hub in Louisville, KY, as well as engineering projects for other companies like FedEx, DHL, and the U.S. Postal Service.
- Performed project management.
- Supervised design teams.
- Designed systems and equipment using computer drafting (AutoCAD), checked and corrected drawings, made as-built drawings.
- Assisted in field installations, performed site surveys, interacted with vendors to acquire tools and equipment for an array of projects around the country.

MECHANICAL ENGINEER January 1994 - February 1995
Norel Systems, Inc., Little Ferry, New Jersey

- Engineered conveyor systems for small warehouses.
- Helped install and test conveyors, laser scanners, pneumatic systems, and photo-eyes.
- Field support for various projects, ordered materials from an assortment of vendors.
- Designed systems using computer drafting (AutoCAD).

CERTIFICATIONS

- Professional Engineering License, Civil Engineering
- Construction Quality Management for Contractors issued by the U.S. Army Corps of Engineers. (Certified Quality Assurance Engineer)
- FDOT Auger Cast Pile Inspector, MSE Wall Installation Inspector, Critical Structures Construction Issues courses passed
- Certified Inspector for Drilled Shaft, Piling Driving, Earthwork Construction I & II, and FDOT Concrete
- Troxler Laboratories Certified Nuclear Density Gauge Technician

EDUCATION

Bachelor of Science in Mechanical Engineering, University of Delaware, Newark, DE (1993)



Julie A. Collins

EXECUTIVE ASSISTANT/OFFICE COORDINATOR/ MANAGER

I am looking for a position where my skills will be utilized to their fullest potential. I have experience working in a project driven environment where leadership and teamwork skills are essential.

EDUCATION

ASSOCIATE IN ACCOUNTING & FINANCE - ATLANTA INSTITUTE FOR BANKERS - ATLANTA, GEORGIA 04/1998 – 05/2000

WORK HISTORY:

JPI

- CONSTRUCTION PERMITTING (CITY/COUNTY), SERVICE, BUSINESS OFFICE SUPPORT, COMPLIANCE INSPECTION REPORTING, MANAGEMENT: PROCORE

SR. CLINICAL SECRETARY OF RADIOLOGY OF PROCEDURES

DARTMOUTH HITCHCOCK MEDICAL CENTER – LEBANON, NEW HAMPSHIRE 09/2023-04/2024 – TRAINING PROGRAM

- OFFICE MANAGEMENT, SCHEDULING/ PATIENT SUPPORT, CUSTOMER SERVICE & ADMINISTRATION

OFFICE & HR MANAGER

JOHN B. MILLER & ASSOCIATES, PC – MARIETTA, GEORGIA 06/22 – 11/22

- OFFICE MANAGEMENT, CUSTOMER SERVICE, COLLECTIONS, BILLING/ACCOUNTING, EMPLOYEE ISSUES, PAYROLL & BENEFITS, EXECUTIVE ASSISTANT TO OWNER & DIRECTOR

SALES OFFICE MANAGER

GS EQUIPMENT COMPANY – TAMPA, FLORIDA 03/2022 – 06/2022

- OFFICE MANAGEMENT, VENDOR MAINTENANCE, ADMINISTRATION, SALES, CUSTOMER SERVICE & EXECUTIVE ASSISTANT TO SALES VP

PROJECT/CONSTRUCTION OFFICE MANAGER

QT CONSTRUCTION – SAINT PETERSBURG, FLORIDA 01/2021 - 11/2021

- OFFICE MANAGEMENT, ADMINISTRATION, TEAM COORDINATOR, CITY/COUNTY PERMITTING, SERVICE, VENDOR MAINTENANCE, PURCHASING & EXECUTIVE ASSISTANT TO PRESIDENT

EXECUTIVE ASSITANT OFFICE MANAGER

MCKINSEY AND COMPANY – SAINT PETERSBURG, FLORIDA 11/2018 – 11/2020

- OFFICE/CONSULTANT MANAGEMENT, SCHEDULING, ADMINISTRATION, CUSTOMER SERVICE, TRAVEL, TRANSPORTSTION & MANAGED EXPENSES, BILLING ISSUES, MANAGEMENT/ MAINTENANCE OF CONCUR & CRM

OFFICE COORDINATOR PRO SERVICE SALES SPECIALIST

LOWE'S – LARGO, FLORIDA – 05/2017-11/2018

- OFFICE MANAGEMENT, CONTRACTOR/VENDOR MAINTENANCE, ADMINISTRATION, CUSTOMER SERVICE, EVENT COORDINATION & SUPPORT SALES TEAM

OFFICE MANAGER/ EXECUTIVE ADMINISTRATIVE ASSISTANT

SC HABITAT FOR HUMANITY – JONESBORO, GEORGIA- 10/2012-06/2015

- OFFICE MANAGEMENT, ADMINISTRATION, HR & BENEFITS, CUSTOMER SERVICE, MAINTENANCE OF HOMEOWNER MORTGAGES, PROJECT COORDINATOR, EXECUTIVE ASSISTANT TO PRESIDENT, DIRECTOR OF DEVELOPMENT, MANAGEMENT TEAMS, MANAGEMENT/ MAINTENANCE OF SALESFORCE

OFFICE MANAGER / EXECUTIVE ADMINISTRATIVE ASSISTANT

DOZIER PROPERTIES, LLC. - NORCOSS, GEORGIA – 02/2002 – 07/2006

- OFFICE MANAGEMENT, ADMINISTRATION, CUSTOMER SERVICE, HR, OSHA TRAINER, EVENT COORDINATOR, EXECUTIVE ASSISTANT CEO & CAO

REFERENCES UPON REQUEST



JULIE A. DANIELS

2031 Arbor Dr. Clearwater, FL 33760 *(727)460-6044

EXPERTISE

- * State of Florida Certified Building Contractor (CBC1256801), ICC Standard Commercial Building Inspector (BN7825), LEED AP BD+C, Small Business Enterprise City of St. Petersburg, Disadvantaged Business Enterprise Aviation Authority & FDOT, Minority Business Enterprise Hillsborough County & City of Tampa, Certified Woman Owned Small Business, Veteran Owned Small Business

PROFESSIONAL EXPERIENCE

JOE PAYNE INC. - APRIL 2020 – OCTOBER 2022, SEPTEMBER 2023 - PRESENT

- * Residential building inspections (BN7825)
- * Responsible for reporting inspection results to Anna Maria Island, St. Petersburg Beach, Sarasota County, Hillsborough County, City of North Port as sub-contractor

NOVA ENGINEERING AND ENVIRONMENTAL - NOVEMBER 2022 – SEPTEMBER 2023

- * Commercial Building Inspections (BN7825) – responsible for large commercial structures
- * Contracting to additional municipalities to cover over offices (City of Northport)
- * Responsible for reporting inspection results

ENGINEERING CONSULTING SERVICES (ECS) - DECEMBER 2019 – APRIL 2020

- * Commercial Building Inspections (BN7825) – responsible for large commercial towers for hotels, condos and apartment complexes
- * Responsible for standardizing inspector reporting
- * Responsible for reporting inspection results to municipalities across the Tampa Bay Area
- * Registered and currently enrolled in John England cross training program – paid for, all OJT hours for plumbing, mechanical and electrical commercial inspections, registering for plumbing certification after which mechanical and electrical will be complete, 2 test attempts included with John England course

JULINA CONSTRUCTION SVCS, LLC - JUNE 2008 – DECEMBER 2019

- * Commercial Building Inspections (BN7825) – multiple municipalities, responsible for structural residential & commercial inspections
- * Certified Building Contractor (CBC1256801)
- * LEED AP BD+C (Leadership in Energy and Environmental Design Building Design & Construction) (Inactive)
- * Sub-contractor for Ajax Building Corp on St. Petersburg Police Headquarters Project and St. Petersburg Police Training Facility – working with local businesses (SBE, MBE, WMBE, DBE) to achieve Local Ordinance compliance, responsible for tracking and reporting to City Council SBE, Disadvantaged & Apprentice worker's compliance, Owner's report to City Council, Request For Information submissions (RFIs), product data Submittals, Green Globes reporting to City, weekly owner and sub-contractor meeting minutes
- * Responsible for Outreach events for Ajax to attract and sub-contract minority contractors for major projects
- * Responsible for all financial decisions, bid requests, employment decisions, estimating for large and small projects
- * Establish customer base and maintain customer relations
- * Responsible for compliance with minority programs as well as bidding on Sheltered & non-sheltered projects
- * Manage commercial renovation projects
- * Exclusive Senior safety installation company for Empath Health

Business AWARDS

Small business of the Year Clearwater Regional Chamber of Commerce (2012), Minority Business of the Year Pinellas County (2011)

MILITARY AWARDS/ORGANIZATIONS

Air Force Achievement Medal, Kuwaiti National Service Medal, Kuwait Liberation Medal, National Defense Service Medal, Overseas Long Tour Ribbon, Air Force Longevity Service Award Ribbon, Air Force Outstanding Unit Award, Air

Force Good Conduct Medal, Noncommissioned Officer Preparatory Course Honor Graduate, Air Force Training Ribbon, Reserve Officers Association – Vice-President 2001, Treasurer, 1997 – 2001, Military Veterans Advisory Board (Cong. Gus Bilirakis & Cong. Charlie Crist), Rotary Club of Clearwater East – President 2016-2017

EDUCATION

Master of Science Degree in Management, Troy University (TSU). **Honor graduate** (Cum Laude) Bachelor of Science Degree, Computer Information Science, (TSU). **Completed military training:** Commissioned Officer Training; Junior Officer Leadership Development; Information Systems Technology School; OJT Supervisors Course; Total Quality Management; Noncommissioned Officer Leadership Development Program; Noncommissioned Officer Preparatory Course



Kevin Singley
901 E Midway Rd.
Fort Pierce, FL 34982
772-618-0449
Kevin.singley@yahoo.com

Building Code Professional

Accomplished and integrity driven construction professional offering over 30 years' experience as a contractor, inspector, plans examiner, and building official. Recognized as a savvy leader with strengths in construction processes, defining and implementing continuous improvement strategies.

JPI Palm Bay/ Fernandina Beach FL/ Okeechobee

Plans Examiner/ CBO

08/2020-Present

Performs remote and in-house multi-trade plans examination.

Performs Temporary CBO coverage for Fernandina Beach and Okeechobee School Board.

03/2018 - 08/2020

UNIVERSAL *Building Inspection department manager*

Managed a department of Threshold Inspectors, Building code Inspectors, Plans examiners, and Building Code administrators. Performed private provider inspections and plan review. Developed relationships with new clients and maintained relationships with existing clients. Supervised business development managers and office staff. Held monthly budget meetings and reported to senior vice president of company.

Safebuilt LLC – South Florida

01/2016 - 03/2018

Building Official, Plans Examiner, Inspector

Performed the duties of Building Official, Plans examiner, and Inspector for multiple clients. Most time was spent between our Okeechobee and highland beach accounts but I was sent to dozens of municipalities on temporary a basis and perform all the above duties.

St. Lucie County BOCC – Fort Pierce, FL

06/2015 - 01/2016

Inspector

Performed daily inspections

Indian River BOCC – Vero beach, FL

08/2014 - 06/2015

Inspector

Performed daily inspections

St. Lucie County School District – Fort Pierce, FL

03/2002 - 08/2014

Inspector

Conducted daily Building Code Inspection, Fire inspections, and fire Plan review.
Also served as the owner's rep, supervising contractors and design professionals

Licensures and Professional Development

State of Florida department of business and Professional regulation Certifications:

(ALL Active)

Building Code Administrator

Standard Inspector – Building, Electrical, Mechanical, Plumbing, 1&2 Family Dwelling

Standard Plans examiner – Building, Electrical, Mechanical, Plumbing

State of Florida Fire Marshal Certifications: (not Active)

Fire Inspector I

Fire Plans Examiner

Education

Fort Pierce central High School – 1989 Graduate

U.S. Army Ordnance School – 1991 Graduate

Florida State Fire College – 2004-2008

Military Service

U.S. Army National Guard 1991-1994

Honorable Discharge- Enlistment time served

SUMMARY

- Accomplished professional with extensive experience in permit coordination within the construction industry.
- Proven track record of success in managing and processing permits, ensuring compliance with local, state, and federal regulations.
- Focused on delivering quality and efficiency by developing strategies that streamline permitting processes and contribute to project success.
- Skilled in working in fast-paced environments, bringing strong problem-solving abilities, leadership, and attention to detail to every project.
- Dedicated to achieving exceptional results and supporting teams to drive timely, compliant project completion.

PROFESSIONAL EXPERIENCE**Permit Coordinator*****JPI***

July 2024 – Current

- Track all necessary permits for construction projects.
- Ensure timely processing of permit applications to meet project deadlines.
- Ensure all permits meet local building codes and regulatory requirements.

New Construction Specialist***Spartan Air Solutions***

June 2023 – June 2024

- Assess warranty claims submitted by customers or contractors to determine their validity and coverage under the warranty policy.
- Mentor trainees and provide technical guidance.
- Act as a liaison between customers, contractors, subcontractors, and internal teams to address warranty-related issues promptly and effectively.
- Maintain accurate records of warranty claims, including correspondence, documentation, and resolution outcomes.
- Negotiate with customers, contractors, and suppliers to reach mutually satisfactory resolutions for warranty claims.
- Develop and deliver training programs or materials for internal staff, contractors, or customers to increase awareness of warranty policies.

Claims Specialist***Social Security Administration***

August 2021 – June 2023

- Evaluate and process disability and retirement claims in accordance with Social Security Administration (SSA) policies, procedures, and regulations.
- Provide personalized assistance to individuals applying for disability or retirement benefits.
- Analyze medical and vocational evidence to determine eligibility for disability benefits.
- Correspond with applicants, medical providers, and other stakeholders to request additional information and provide updates on claim status.
- Assist claimants with the appeals process and coordinate with administrative law judges and legal representatives.
- Stay current on SSA regulations and policies related to benefits, ensuring accurate claim adjudication.

Program Coordinator***Tennessee Department of Children's Services***

August 2017 – August 2021

- Collaborate with stakeholders to design, implement, and evaluate child welfare programs aimed at improving outcomes for children and families.

- Train, mentor, and supervise program staff to ensure compliance with agency policies.
- Collect, analyze, and report data on program outcomes to inform program improvement efforts.
- Respond to crises and emergencies involving children and families, coordinating with appropriate authorities.
- Advocate for the rights and needs of children and families through policy discussions and public awareness efforts.
- Maintain accurate documentation of client interactions, case progress, and service delivery activities.

EDUCATION

Bachelor of Science

Human Services/Social Work

East Tennessee State University (2014–2017)

GPA: 3.6

SKILLS

Permit Coordination | Permit Processing | Permit Applications | Secure Data Practices | Corporate Systems | Analytical
 | Communications | Marketing | Customer Acquisition | Documentation/Reporting | Issue Resolution |
 Management/Supervisory



MARK D. THORNBLOOM, P.E.

3404 Angelica st., Cocoa FL 32926 U.S.

tel: 1-321-960-6173 C

Email: markt3404@gmail.com

RELEVANT QUALIFICATIONS

Registered Professional Engineer, #50107, Florida, to 2021

Master of Science, Mechanical Engineering, Colorado State University, Fort Collins, CO

Bachelor of Science, Mechanical Engineering, University of Illinois, Urbana-Champaign, IL Bachelor of Arts, Physics, (Cum Laude), North Park College (now University), Chicago, IL

RELEVANT EXPERIENCE & EXPERTISE

- Author: 2018 ISEP International Solar Energy Provisions Commentary. A review and update of all ICC and NEC commentary related to solar energy (thermal and PV) including Mechanical, Plumbing, Fire, Residential, Solar Pool, electrical, etc. Client: ICC Intl Code Council
- Developer, Trainer: "Training Video for Inspection of Solar Water Heating Systems" online webinar training building officials in the inspection of solar thermal systems to 2003 ICC. Client: SRCC Solar Rating Certification Corp, with funding from U.S. Dept of Energy.
- Developer, Trainer: classroom training of building officials, inspection of solar systems to 2006 ICC & IAPMO. Client: IREC Interstate Renewable Energy Council.
- Designer, Advisor: Assisting homeowner to build an off-grid residence in west Michigan, including design and construction of mechanical, electrical, plumbing, structural and solar to meet or exceed current Michigan Code & NEC requirements. Client: David Walker.
- Tech Support, Crew Supervisor: various duties for solar contractor company as needed, including reviewing plans, running permits, supervising and troubleshooting installs, supporting inspections. Client: Florida Solar East LLC.
- Project Supervisor: Zulu hydroelectric overhaul & maintenance project. Overhaul of minihydro site. Client: CEUM Communauté Evangelique en Ubangi-Mongala.
- Team Member / Advisor: Zulu hydroelectric T&D Review Committee. Review of small minigrid distribution system & 15kV transmission line. Client: Paul Carlson Partnership.
- Solar Lead: feasibility & design of largest non-concentrating solar array in the U.S. at the time. Client: Solarsa LLC.
- Serve on various standards promulgation committees, including ASME PTC 53 (Thermal Storage); ICC SRCC Standards; ISO TCI 80; etc.

WORK EXPERIENCE

2019-2024 Joe Payne, Inc., Building Code Professional

- Building Code Professional for a statewide consulting firm.
- Primarily complete residential and commercial inspections and plans examination for Brevard County including the City of Titusville.

2010-2019 Kelelo Engineering, Florida Principal

- Principal of small consulting firm providing engineering & project management services; personalized consulting in renewable energies (PV, CSP, SHC), industrial process heat, commercial and industrial heating and cooling, and appropriate technology; sustainable solutions through micro-enterprise. Hold the most diverse solar cooling portfolio in U.S.

- Complete Building, Plumbing, and Electrical Trade Construction Plans in conformance with Florida and ICC Building Code, as the Engineer of Record.

2008-2010 *Viessmann*Mfg. co. Inc., Rhode Island U.s. Solar Manager

- Manager/supervisor of U.S. solar branch for manufacturer of heating equipment. Conducted design, siting & sizing, etc. of solar equipment for industrial & commercial applications from two to 4000 panels. Supported installation & commissioning as manufacturer's rep. Worked with code officials on new technology.

2006-2008 Schuco USA, Connecticut Solar Project Manager

- U.S. solar engineering project manager for manufacturer of solar, windows & building envelope. Conducted siting & sizing etc. of PV and SHC solar systems including BIPV for commercial and residential applications. Supported installation and commissioning as manufacturer's rep.

1993-2006 UCFF10rida Solar Energy Center, Florida Senior Research Engineer

- Test Manager: solar collector testing and certification program; Standards revision: SRCC OG100, OG300, FSEC Certification, FSEC GP. Principal Investigator: Built and operated fullscale beta unit of dehumidifier; managed project & deliverables. Developed on-line tutorial for Building Code Inspectors of solar water heating systems.

Resume MT JPI Wi19.doc



Richard D. “Rick” Hoepner, P.E.

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Phone: (321) 663-9576

E-mail: RICKHOEPNERPE@AOL.COM

State of Florida Professional Engineer License Number 23319

United States Citizen

Joe Payne, Inc. (JPI) (2018-current) - Senior Engineer and Code Professional for residential and commercial inspections servicing Building Departments

Rick Hoepner P.E. Engineering Consultant 2008 to 2018	Design and permitting of commercial site plans and construction management ○ Sample of other projects. A. Site design and feasibility studies for commercial buildings. B. Design of multi-family projects. C. Design of individual lakefront homes grading and septic tank systems.
Superior Architecture & Engineering, LLC. Chief Development Engineer 2005 to 2008-	<u>My Responsibilities:</u> • In charge of design, permitting, and construction of development projects in Florida utilizing consultants This involves design of small projects and utilizing consultants for large projects. • For potential projects: I did Feasibility reviews and research the develop ability of the sites - including gathering information from various sources to determine what entitlements are present. • Requesting proposals from design consultants • Reviewing and selecting best firm to award contracts, and awarding contracts • Overview of design and overseeing of individual consultants and keeping consultants on schedule and coordinating between consultants • In addition to the design duties, I bid and supervised construction projects. <u>Overview of Company:</u> Superior Group - a group of several companies including Superior Land and Investments, LLC. Main offices are in Orlando and Great Britain.
Rick Hoepner P.E Engineering Consultant 2001 to 2005	• Walt Disney World (Design through another consulting firm) • Sample of Disney Projects. A. Design and permitting of several modular offices. This included DEP permits. B. Baby Elephant Proofing This was to remove potential entrapment of infant pacaderms in the three outdoor elephant yards prior to the births and add additional shade and grazing areas to the enclosures. C. Feasibility Study for Mandrill holding expansion D. Design to solve ground water in a berm at Sports Stadium ○
Walt Disney World Co. – Civil Engineer-	Started as a contract employee through Quantum Resources and later hired as a full-time salaried employee. <u>Scope of Department:</u>

Design and Engineering Department 1998 to 2001	Department specialized in the design of projects less than \$3M in construction cost. Consultants were used for some design projects. <u>My Responsibilities:</u> • Served as Job Captain on the majority of in-house designed projects that I worked on • Acted as the owner's engineer in reviewing the design on major projects designed by other arms of the Company - include the paving, drainage, water, and sewer, as well as, pools and water features. These included ○ Rock n' Roller Coaster Starring Arrowsmith ○ Grand Californian Hotel in Anaheim ○ Animal Kingdom Lodge - represented our department at meetings for the 30%, 60% and 90% reviews, included written comments and discussions to change the design plans prior to construction. • Coordinated other disciplines on projects • Defined scope and determining design cost based on input from other engineers - included electrical, mechanical, architectural, structural, and landscaping departments • Managed budget and due dates and requested additional funds when the scope increased • Obtained the permits for water, sewer, drainage and the District Planning Departments approval of the projects. • Projects designed by consultants: ○ Developed and Defined scope of project, sent out request for proposals, analyzed responses, supervised designs, and supervised permitting
City of Kissimmee Public Works Department, Kissimmee, FL - Engineer IV 1995 to 1997	<u>My Responsibilities</u> • Management of several concurrent construction projects - included DS-14, DS-11, Columbia Street widening, Drury-Central realignment project, and the Drury soils remediation project • Review and approval of right-of-way utilization permits; review and recommendation of right-of-way and easement vacation requests; review of proposed plats; review and approval of private and public development within the City of Kissimmee and supervision of the engineering inspectors. I was the engineering department's representative and member of the development review committee and the City's representative at T.E.A.M meetings. T.E.A.M. is a countywide group of enforcement agencies, City and County traffic engineers, school board, fire and rescue departments and the State D.O.T. The T.E.A.M.'s purpose is to provide a vehicle of communication on traffic safety issues, coordinate construction and enforcement and help plan and implement traffic safety education programs. Another of my duties was to resolve citizen problems and concerns. Listening to the citizen's concern did this, and if applicable, determined the solution. A work directive utilizing public works personal to rectify the problem was written. I was responsible for the design and installation of sidewalks along existing streets utilizing the city's full time sidewalk construction crew. This process included phone conversations and meetings with the adjacent property owners to gain their acceptance of the sidewalk program. I also developed the re-surfacing program for the city's streets and the implementation of this program.
Orange County (Florida) Engineering Plan Review Department - Engineer III - 1994 to 1995	While with the Orange County Plan Review Department my main duty was the review of preliminary and construction plans of subdivisions and the review of master drainage plans. In Orange County the developer's plans are categorized as 1) commercial, 2) subdivisions, 3) miscellaneous projects (E-projects) and 4) master drainage plans. I had the opportunity to review plans in all categories. In addition to the above duties I helped to solve the building

	department and private citizens drainage problems when asked. When my immediate supervisor was out of the office, in addition to my regular duties, I was responsible for the supervision of the permitting and plan review for the Orange County Engineering Department. While employed with Orange County I helped develop a review procedure that reduced the time of the review process dramatically and placed an emphasis on the design engineer's submitting complete plans.
BJM and Associates, Inc. Winter Park, FL - Project Engineer - 1992 to 1993	BJM and Associates served as a consultant for developers and the Orange County Engineering department. The most interesting project for Orange County that I was involved with was to determine a solution to reduce flooding in an existing subdivision. This subdivision had experienced long duration flooding during normal rainfall events. The solution included modifying the drainage system of eight interconnected projects to substantially reduce the flooding potential for a 100-year rainfall event for these homes, as well as in an adjacent mobile home park. In addition I designed and supervised construction of the subdivisions of Valencia Woods and Windmill Point Units I and II.
Hoepner and Associates, Inc. - President and Owner - 1981 to 1992	Hoepner and Associates began with the purchase of the engineering division of Tompkins Development Company when Mr. Tompkins sold the majority of the company to Centex Homes. During the first two years the firm's main client was Centex Homes. As the company client list grew so did the staff. It began with five persons and grew to a peak of fifteen employees. The projects designed included fast food sites, shopping centers, subdivisions and apartment complexes. In 1984 land surveying was added with one to three field crews being utilized. One of the duties, which I did not delegate, was the assigning of daily tasks to each crew. By keeping this function I was able to keep a closer status on projects and personnel, thus I was better equipped to schedule crews and give clients the priority, which their projects deserved.
Tompkins Development Company of Florida, Inc. Orlando, FL -- Vice-President of Development and Engineering 1979 to 1981	Tompkins Development Company was the largest individually owned single-family homebuilder in the state of Florida. To supply their need for lots they developed raw land into subdivisions. I began with them designing subdivisions and apartment complexes. I was promoted to the head of development and engineering. My duties were expanded to include negotiation of construction contracts and supervising the construction of numerous concurrent construction projects. It was also my duty to review the design of consulting engineers' work when property was purchased with plans partially completed.

Other Employment and Volunteer work:

- Boy Scouts -- former Scout Master for 7 years and other numerous positions; staff member for numerous adult training, this includes Basic Leader Training, Scout Master's Fundamentals, Train-the-Trainer and Wood Badge.
- Valencia Community College former adjunct professor -- instructor for Construction Methods, Soils Design, Storm Sewer Design, and Hydraulics and Pipe Design
- Sole Proprietorship Civil Engineering Consultant
- Engineer with Gollehon Schemmer and Associates.

Key Abilities:

- ◆ Feasibility and preliminary plans for subdivisions
- ◆ Ability to design projects that work and are can be approved
- ◆ Extensive knowledge and use of drainage programs, including ICPR and Ponds
- ◆ Competent user of AutoCAD. and Civil 3-D
- ◆ Ability to motivate employees and guide them in doing their jobs better
- ◆ Ability to successfully schedule and supervise projects so they are completed on budget and on time
- ◆ Ability to meet with the public both one-on-one and in front of hostile groups



Stephen C. Thomas, P.E., R.L.S.

Located in Lake City, FL - Available for Building Inspection work across North Florida between Tallahassee and Jacksonville (Suwannee, Columbia, Gilchrist and Union Counties)

Summary:

- Professional Engineer with 20+ years of building and construction project experience, currently work for **JPI** since 2025.

Work Experience:

08-2022 to 03-2025: Veterans Administration Medical Center, Lake City, FL

Position: Project Engineer

- Worked as project engineer for various construction projects within the Lake City hospital campus. Responsible for contract compliance, composition of scopes of work, contractor pay applications, daily reports, contractor progress meetings. Projects included, replace cooling towers, replace windows and weather protection, renovate common area restrooms, Electronic Hospital Records Management, Replace Roofs throughout the campus.

04-19 to 08-2022: Universal Engineering Sciences, Gainesville, FL

Position: Threshold Inspector

- Performed threshold inspections for various projects throughout middle and northern Florida. Typical projects include four story apartment complexes (wood construction), parking garages (cast in place and pre-cast concrete), historic hotel Renovation (wood construction). Work includes maintaining reports and deficiency records. Worked with contractors with post-tensioning of slab on ground and elevated slabs.

05-18 to 02-19: Keres Consulting, Albuquerque, NM

Position: Building Engineer

- Performed assessments of building components, including all mechanicals, roofing, walls, floors, windows, doors, etc. The building components are then loaded into software and rated as to their condition so BIA could understand how to prioritize their funding. For this work traveled all over New Mexico. The work involved climbing, kneeling and walking in all types of weather.

04-12 to 7-17: U.S. Army Corp of Engineers, Albuquerque District, Albuquerque, NM

Position: Civil Engineer (Operations Division)

- Provided technical assistance to all nine dam sites within the jurisdiction of the Albuquerque District. Work as the technical lead to one Civil Engineer and one Technician. Lead all dam inspections that are required through the Operations Division, including Annual Inspections and Operational Condition Assessment Inspections (OCA). Write Scopes of Work (SOW) and all necessary paperwork for the startup of new projects. Inspected completed projects for contract and code compliance. Provided

estimates for potential projects and when the project moves to fruition, responsible for meeting schedule and budget requirements.

- My work in Operations required work as a PM over maintenance projects, scheduling in P2, and getting labor codes in CEFMS. Other duties include checking SOW's for accuracy and making any required changes and providing engineering solutions to issues under the jurisdiction of Operations.

01-04 to 04-12: U.S. Army Corp of Engineers, Albuquerque District

Position: Civil (Structural) Engineer

- Served as a Structural Engineer with the Albuquerque District performing designs under the supervision of the Section Chief.
- Typical projects have been an addition to the New Mexico National Guard Center in Albuquerque, NM, utilizing cold-formed steel framing, School Cafeteria and Gymnasium constructed of reinforced load bearing/ shear wall Concrete Masonry Units, hangar for F-15's jet fighters at Nellis Air Force Base with the design utilizing Steel Framing and Reinforced Masonry. Have performed designs for warehouses and offices at military installations. Other assignments have included structural designs for civil flood control projects at Alamogordo, New Mexico. Have performed numerous design reviews utilizing Dr. Checks and site visits for verifying contract compliance.
- Worked on numerous levee inspections throughout New Mexico and Colorado including levee ratings providing structural input including structural reports.
- As part of time within the structural group served in Iraq twice and Afghanistan once, supporting the Military's Operation Freedom.
- Served as Project Engineer at the Maysan Resident Office, Al Amara, Iraq from July 05 to Feb 06. Projects included electrical substations, Border Forts, and Police Stations totaling 45 million dollars.
- Served as Project Engineer at COB Speicher, Tikrit, Iraq from June 07 to Feb 08. In charge of construction for the foundation of a Sprung Structure which maintains the MRAP vehicles. Other projects included Electrical Transmission Tower protection by construction of berms, fences and ditches.
- From Oct 2011 to Apr 2012 worked in Afghanistan as a Project Engineer for MILCON projects. Projects included helicopter hangars, and a SOF JOC compound which can operate independently from the rest of the base.
- From Feb 2015 to May 2015 worked as a Project Engineer at the Kandahar Afghanistan Resident office.

01-83 to 01-04: J.P. Thomas and Associates, Inc.

Position: Structural Engineer, Registered Land Surveyor

- Worked as a Structural Engineer on projects utilizing reinforced concrete, Masonry, timber, cold formed steel and structural steel. Performed site inspections with follow up recommendations when work was deficient. Typical projects include tilt-up panel warehouses, libraries, retail centers, schools, retaining walls and foundations for pre-engineered metal buildings. Also worked as a Land Surveyor for Boundary, Topographical and Construction Surveys.

01-81 to 01-83: Jameson and Gibson Construction Company

Position: Project Surveyor

- Project Surveyor for all line and grade on Barracks for Enlisted Personnel, water treatment facility, and air traffic control school at the Memphis Naval Air Station, Memphis, TN. Also worked as an Assistant Quality Control Representative assisting Sub-Contractors through the submittal process as required by the Federal Government.

Education:

- B.S.C.E. University of Memphis, Memphis, TN
- A.S.C.E.T. State Technical Institute at Memphis, Memphis TN
- High School Diploma, 1White Station High School, Major Math and Science, Memphis, TN

Additional Licenses/Certifications:

- Registered Land Surveyor, Tennessee
- Professional Engineer, Florida
- Professional Engineer, Tennessee
- Professional Engineer, Arkansas
- Professional Engineer, Missouri
- 40 Hour OSHA Training Certificate
- Tau Beta Pi (National Academic Engineering Honor Society)
- Structural Engineers Association of New Mexico
- Previous member of the Engineers Club of Memphis



GAP Engineering RESUMES

Andrew D. Bond

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Strategic Integrator & Visionary, Optimizer, Business Leader

Improve Customer Experiences to Maximize Efficacy, Satisfaction, Retention, Profitability, Innovation, & Growth

Results-driven and top-performing business leader with expertise in B2B solution and value-based selling, consultative engagement, public affairs and relations, and key account management. Strategic planner and relationship builder passionate about helping businesses grow, achieve goals, and improve reputation. Motivated and creative problem solver with excellent communication, presentation, interpersonal, teamwork, and organization skills, adept at cross-functional team management and driving results through continuous process improvements. Innovator driving value and solutions to address complex internal and external customer needs.

Public Private Partnerships P3 | Federal, SLED & MUSH Markets | GTM | Stakeholder Identification & Engagement | Technical Sales Vendor Relationships | Full Sales Lifecycle | Capture Management | Customer Experience | Asset Management | Quality Assurance

Technical Skills

Microsoft programs | CRM | Salesforce | Miller-Heiman

Professional Experience

XCEL ENERGY, Denver, CO (Hybrid)

Jan-Dec 2023

Senior Strategic Solutions Manager, Empower Facilities, Energy-As-A-Service (EaaS)

Stood up nation's first utility energy as-a-service program, drove change management for internal & external stakeholder participation.

- Conducted risk management and strategic coordination to establish the first EaaS program for a US utility company.
- Managed key stakeholders to ensure optimal deployment and boost image and acceptance of the new program.
- Worked with C-Suite internal and external decision-makers to understand their drivers and uncover potential pitfalls proactively to avoid disruption or loss of company reputation in the local and national media.
- Consulted C-Suite buyers to create energy and sustainability opportunities for complex projects and portfolio management, increasing profitability and improving operations for REITs, NGOs, federal, municipal, state, major C&I, and other major players.
- Built replicable sales processes and playbooks enabling business development initiatives with feedback metrics in SFDC to track program success and identify areas for improvement.
- Directed B2B deal structuring activities for financial buyer's requirements by clearly navigating project financials, incentives, options, and related opportunities and threats, while tailoring communications for target audiences.
- Coordinated cross-functional teams programmatically to bridge technical and financial buyers' engagement to drive value-add approaches, balancing ROI hurdles, managing project constraints, tailoring contracting options, and ensuring quality and satisfaction.
- Leveraged synergies via inside sales between internal products and programs, vendors, and trade allies, enhancing customer experiences for internal and external stakeholders, while expanding DSM offerings to customers.
- Prospected, hunted, and collaborated with partners to identify trends and key market indicators, driving customer value and managing full sales lifecycle.
- Created sales funnel of holistic, integrated design project phases exceeding \$35M to achieve \$6.75M revenue quota by Q1 of FY24.

WESCO SERVICES, LLC, Denver, CO (Remote)

Dec 2019 - Jan 2024

Senior Business Development Manager, Energy Solutions

Created service offerings targeted to ESCOs and utilities, established master service agreements, and developed economies of scale and total quality management. Directed and managed cross-functional teams and SMEs, related quality, communications, deliverables, and customer satisfaction in a matrix organization.

- Coordinated regularly with senior leadership regarding EBIT and other profitability metrics while building strategic internal and external relationships to ensure success of a new turnkey services program.
- Built risk management frameworks including identifying risks, determining probability, calculating potential cost (and image) impacts to the company, and created mitigation plans with related budget authority to ensure successful program launch and management over 3+ years to keep the program on budget, eliminate negative impacts to the program, and ensure successful delivery to our customers enhancing the company's reputation.
- Achieved over \$12M / year in development agreements while maintaining >\$60M pipeline supporting projects in public and C&I vertical markets by creating partnerships with ESCOs and utilities.

- Cultivated and maintained strategic partnerships with C-Suite decision-makers and complex buyers, balancing portfolio planning with fiscal year funds and alternate contracting approaches for direct-funded and financed projects that achieved goals.
- Led go-to-market messaging, marketing plans, and strategies to grow pipeline and engage new markets via solution-selling turnkey services and 'as-a-service' offerings pertaining to lighting and continuous commissioning systems.
- Improved hit rate and growth by coaching and mentoring sales and operational personnel.
- Utilized data-driven reporting and metrics from CRM tools to strategically manage leads, opportunities and campaigns while leveraging positive and negative trends per the political landscape.

NORESCO, LLC, Boulder, CO (Hybrid)

Oct 2017 - Dec 2019

Senior Account Executive

Generated opportunities to create & cultivate relationships with customers, vendors, utility providers, privatization firms, community leaders, and professional organizations to form strategic partnerships and master agreements that drove efficiency and resiliency projects leveraging AFVs & contracts.

- Consulted customers and led portfolio-scale solutions through integrated design planning creating a >\$70M pipeline.
- Led negotiations and value creation during initiation, development, closing, and implementation.

SIEMENS GOVERNMENT TECHNOLOGIES, INC., Energy & Infrastructure, Denver, CO (Remote)

Aug 2015 – Oct 2017

Senior Project Developer

Led project development programmatically and developed processes to ensure seamless delivery, high quality, and profitability. Oversaw a \$15M feasibility study for 7 major customer divisions simultaneously across 144 project sites from Canada to Gulf of Mexico.

- Developed project risk management controls, communication plan, identified staffing opportunities, and instilled the configuration management system for 6 dispersed teams, supporting a \$150M ESPC across US Naval bases in Europe and Africa.
- Managed highly complex internal and external stakeholder hierarchies, delivering 1 voice, consistent quality, and streamlined communication through investment grade audit to implementation.

SIEMENS INDUSTRIES, INC., Building Technologies, Denver, CO (Remote)

Aug 2012 - Aug 2015

National and International Program Manager, Building Technologies

Owned full project parameters, including scope, budget, and schedule, by managing multiple technical teams and regularly conveying resource plans and other needs to leadership.

- Standardized processes & comms for development lifecycle of multi-tiered interrelated projects realizing revenue > \$75M.
- Awarded Siemens US Collaboration Award for Growth in 2014 through recognition for top growth out of 50 programs focusing on key pillars of performance.

US GENERAL SERVICES ADMIN. PUBLIC BLDG. SERVICE, Region 8, Denver, CO (Hybrid)

Jun 2007 – Aug 2012

Regional Energy & Sustainability Manager

Oversaw energy, water, GHG, and sustainability KPIs and related programs / budgets to reach and exceed mandated goals and internal metrics.

- Harmonized comprehensive 6-state energy, water, and GHG portfolio for more than 12M square feet in 150 federal mixed-use facilities to exceed efficiency-based KPI targets, obtaining >10% reduction in energy and >8% water consumption intensity for region over 3-year span, which outpaced regional and national targets.
- Served as regional subject matter expert for sustainability projects, LEED, and energy-specific portfolio planning and related program execution, driving national policy and establishing programs like GSA's Green Proving Ground (GPG) program.
- Managed 3 budget activities and respective programs across regional portfolios and led acquisitions as COR / COTR, having utilized numerous contract authorities.

Certifications

- Certificate of Completion, Miller Heiman Group Strategic Selling - Advanced Concepts
- Certificate of Construction Quality Management, Cert. #NWO-70-14-00156, USACE / NAVFAC
- Project Management Professional (PMP), PMI#2833793, Project Management Institute (PMI)
- LEED-AP O+M, GBCI#10169599, United States Green Building Council (USGBC)
- Federal Acquisition Certification-Contracting Officers Representative (FAC-COR), Federal Acquisition Institute
- Real Property Administrator (RPA), BOMI#0157899, Building Owners & Managers International Institute (BOMI)

Education

- **Master of Applied Science (MAS)**, Environmental Policy and Management, University of Denver, Denver, CO
- Certificate of Advanced Study, Natural Resource Management, University of Denver, Denver, CO
- Certificate of Advanced Study, Green Building, Colorado State University, Denver, CO
- **Bachelor of Science (BS)**, Journalism, Strategic Business Communications, University of Kansas, Lawrence, KS

Brian Milner

3750 Kala Drive, Abilen, Texas, U.S.A., 79606
(801)309-6289

chitown99702@gmail.com

- 23.5 year combat veteran with extensive experience in tactical operations, training, and leadership
- Over fourteen years of experience as a B-1 Combat Aviator, specializing in over 1000 hours in overseas military operations in hostile environments
- Skilled in developing and implementing tactical operations plans and conducting tactical operations
- Conducted extensive research on the latest munitions technologies and trends
- Developed and implemented safety strategies to ensure compliance with industry standards and regulations
- Developed and executed strategic plans to drive business growth and increase organizational efficiency
- Conducted budgeting and forecasting for the organization's capital and operating expenditures
- Developed and implemented briefing materials for highlevel executives and clients
- Proven experience as a Microsoft Office Specialist, with expertise in Microsoft Word, Excel, PowerPoint, Access, Outlook, and Publisher

Professional Experience

7th Bomb Wing Dyess AFB, TX

August 2019 - Present

7th Bomb Wing Director of Staff/ Director of Operations

- Directed and managed the Wing staff agencies of over 140 Airmen & \$1M budget at AF's largest B-1 Wing
- Integrated & synchronized plans, policies & procedures affecting 14,900+ military, civilian & dependents/\$13B in assets/5,393 acres.
- Coordinated with cross-functional ldrship teams; implements & executes Wg strategic initiatives, priorities & positions.
- Evaluated , Instructed and commands combat aircrew of four to provide rapid, long-range power
- Leads operations f/7 OG's largest/most diverse Sq including 36 officers, 154 enlisted, 13 civil service & 91 contractors
- Enables AEF combat readiness for five squadrons producing more than 1,200 sorties and 4.3K flying hours annually
- Provides airfield, air traffic, intelligence, mission planning, Aircrew Flight Equipment & Weather services in support of B-1 and C-130 operations worldwide

Eighth Air Force

August 2019 - August 2021

Executive Officer/Deputy Commander

- Advised & assisted dual-hat General Officer Commader on all issues f/21K personnel across 5 Active Duty Bomb Wings, 2 Reserve Wings, 8 AF, J-GSOC/STRATCOM
- Leads/directs CC's 12-member front ofc/personal staff tm; plans, organizes & executes all facets of schedule/operations
- Coordinated all activities & admin actions f/500+ HG/J-GSOC staff; reviews/coord of J-GSOC reports/action items
- Transmits Commanders guidance to 8 AF/J-GSOC staff/field units; orchestrates daily ops req's/sync'd w/ HQ AFGSC & HAF
- Deputy Commander for 42 military & civilian mbrs at operational-level integration ctr to build CCMD standoff weapons plans for JASSM and LRASSM
- Optimizes synchronization of targets/platforms/weapons & supporting component capabilities to meet CCMDs' obj's
- Provides oversight of kinetic/non-kinetic standoff munitions ops-level planning services for CDRs and tasked units
- Direct Liason with USSTRATCOM, USSOCOM, geographic Combatant Commanders, HAF and MAJCOMs/NAFs C2 elements/SMEs

7th Bomb Wing, Dyess AFB, TX

July 2013 - July 2019

Chief Wing Weapons & Tactics/B-1 Instructor

- Led officers responsible for planning, validation & execution of Weapons & Tactics prgm in AF's largest B-1 wing

- Managed over \$82M budget in weapons, training & planning resources for the 9 BS/28 BS/345 BS/337 TES/77 WPS
- Integrates intel, tactics/planning expertise to devise effective, survivable B-1 missions consistent with CFACC intent
- Principal BW/CC advisor on weapons & tactics testing, development, training, and emerging employment concepts
- Led elite team of experts that formulate/evaluate/instruct B-1 combat tactics for 64 instructors/100 students per yr
- Advised the commander on ability to execute in-garrison and wartime mission, monitors all aspects of FTU training
- Oversaw initial qualification and instructor wpns and tactics training for all crew members in USAF's only B-1 FTU
- Ensured Sq combat readiness as B-1 Wpns Officer to augment deployed units supporting worldwide contingency ops

37th Bomb Squadron, Ellsworth AFB, SD

January 2010 - June 2013

B-1 Instructor/Chief of Squadron Safety

- Mission ready IWSO of \$283M B-1; responsible for rapid, long-range power projection supporting national objectives
- Executed an annual FHP for 12 B-1s totaling \$3.6B, 1K+ sorties, 300+ simulator events, and over 3.9K flying hours
- Coordinated RAP flying training, utilizes \$3.6 billion in 28 BW assets, and ensures CMR status for 71 B-1 aircrew
- Developed weekly schedules & assists formation of monthly/annual ops & training plans for \$14M flying hr program
- Maintained combat-ready status in both offensive and defensive systems WSO positions for the \$283 million B-1 aircraft
- Operates advanced offensive avionics to achieve split-second timing & precision strikes against diverse target sets
- Instructs all aspects of B-1 employment ensuring sq readiness for successful integration with combat strike packages
- Oversees all upgrade trng for 85 B-1 aviators, including MQT, SML, AC, FLUG, MML, & Sniper Pod certifications

Education

MAS in Aeronautical Science

Embry Riddle Aeronautical University at Prescott, AZ

- Researched propulsion systems, aerodynamics, and aircraft performance to ensure safety and efficiency

BAS in Professional Aeronautics

Embry Riddle Aeronautical University at Prescott, AZ

- Skilled in developing and testing complex aircraft systems, including engines, avionics, and flight control systems

AAS in Avionics

Community College of the Air Force at Hill AFB, UT

- Maintained, repaired, and tested a variety of avionics equipment, such as navigation and communication systems, radar systems, and flight control systems

Key Skills

- **USAF Weapons School Graduate**
- **USAF Safety School Graduate**
- **Combat Aviator with over 2300 B-1 flight hours**
- **B-1 Instructor**
- **TS/SCI Clearance**

Christy M. George, P.E.

Education: Bachelor of Science, Mechanical Engineering
Auburn University, Auburn, AL

Summary: Over twenty years of experience in mechanical engineering. Expertise and knowledge includes project management, marketing and sales, and customer service. Additional expertise includes technical support, systems calculations, and training.

Professional Certifications: Professional Engineer, Alabama #22345

Professional Memberships: ASHRAE

Experience: **SSOE, Inc. – Birmingham, AL**
Worked with clients on site to gather data to evaluate existing conditions to develop project scope, specifications and drawings. Assisted Project Managers on various projects by writing specifications for HVAC equipment including air handling equipment and water side equipment. Also performed sizing calculations for air handling equipment, water side equipment, duct and piping. Performed review and final approval of drawings for mechanical equipment room systems.

CCSI - Birmingham, AL
Technical Engineering Support Specialist

Duties included outside sales in the commercial market, project management from estimation through job completion, sizing and selecting mechanical equipment for multiple applications, customer support, marketing, and problem solving.

Hargrove Engineer + Constructors - Birmingham, AL
Mechanical Engineer III

Assisted Project Manager and Process Engineer on various projects by writing specifications for various HVAC equipment including pumps, heat exchangers, PRV's, and air handling equipment. Also assisted in sizing equipment, obtaining initial vendor equipment estimates, and worked with clients to review project scope, drawings and submittals.

Hubbell Power Systems - Birmingham, AL
Product Engineer

Performed calculations and tests on in-house products for strength under various conditions. Created AutoCAD drawings on new products and revised AutoCAD drawings on existing products.

Morrow Water Technologies, Inc. - Birmingham, AL
Technical Engineering Support Specialist

Duties included inside and outside sales in the municipal water and wastewater market, project management from estimation through job completion, sizing and selecting mechanical equipment for multiple applications, customer support, marketing, and problem solving.

Sain Engineering Consulting Firm - Birmingham, AL
Staff Engineer

Performed necessary field work to gather information required for technical analysis of buildings. Provided technical analysis of existing buildings in written reports and provided possible solutions to problems pertaining to existing equipment and presented potential cost savings by implementing upgrades to existing systems. As a part of the mechanical group, I analyzed many building systems for the U.S. Navy and NASA which included IT facilities, commercial buildings, residential facilities, and hospitals.

James M. Pleasants Company (formerly Mangham and Associates, Inc.) - Birmingham, AL

Technical Engineering Support Specialist

Duties included inside and outside sales in the commercial market, project management from estimation through job completion, sizing and selecting mechanical equipment for multiple applications, customer support, marketing, and problem solving.

As a sales engineer, a major part of my work included gathering necessary information on existing systems and helping to renovate the existing systems with new equipment including boilers, vent, and fans if required. I worked with several public and private universities, banks, hospitals, and automotive facilities.

Rust/Raytheon/Washington Group - Birmingham, AL
Piping Designer

Served as a piping designer and checker on assigned projects. Responsible for layout and design of process piping systems and selections of suitable materials. Prepared piping construction drawings for steam, water, liquid fuels, process fluids, natural gas, and slurries. Designed piping systems using AutoCAD and Intergraph for P&ID's and piping orthographics. Coordinated with engineering design sections to obtain the necessary details to eliminate interferences, establish space requirements, and aid in economical designs to meet codes and client's design criteria. Performed necessary field work to gather information required for piping tie-ins and equipment locations to provide as-built drawings.

**Software and
Training:**

AutoCAD

CYRUS P. “CY” STELL

23025 U. S. Highway 411, Ashville, AL 35953 · (281) 543-6557

cyrusp81@hotmail.com · <https://www.linkedin.com/in/cyrus-p-stell-88282721>

Thirty-eight years experience in engineering, with twenty of the last twenty-five devoted to building energy, backed by fifteen years of Heating, Ventilating and Air Conditioning (HVAC) engineering design.

EXPERIENCE

OCTOBER 2018 - PRESENT

RESOURCE EFFICIENCY MANAGER, REDHORSE CORPORATION

Work on task with the Army Materiel Command in support of Corpus Christi Army Depot, McAlester Army Depot and Pine Bluff Arsenal. Worked towards accomplishing energy goals by supporting facility repair and construction activities, including providing design review comments; project management support; identification of energy savings projects; construction coordination and oversight; and other support activities to ensure that energy efficiency measures and water conservation measures are incorporated into new construction, Energy Savings Performance Contract (ESPC) projects, Utility Energy Services Contract (UESC) projects, Energy Resilience and Conservation Investment Program (ERCIP) projects, Facilities Repair and Renovations (FRR) projects, and other energy funded-projects. In addition, promoted, educated, and urged adoption of energy and water resources conservation and management activity assistance necessary to optimize the use of installation utility resources, including but not limited to natural gas, coal, electricity, solar, geothermal, water, wastewater and other energy/utilities. Additionally, assisted with Installation Energy and Water Plans (IEWPs) which are multi- year efforts.

JULY 2018 – SEPTEMBER 2018

SENIOR REGIONAL SITE ADVISOR, LINDAHL-REED, LLC

Provided Regional Site Advisor (RSA) services to MCAS Beaufort to facilitate lowering energy consumption and costs to meet Federal mandates and U.S. Marine Corps policy goals. Tasks included proposing projects to improve building efficiency with life cycle cost analysis justification, estimating costs from R.S. Means or local contractors, and estimating energy usage with models such as eQuest, or MS Excel spreadsheets. Matched projects with most favorable funding mechanism. Produced Measurement and Verification (M&V) plans for multiple projects.

NOVEMBER 2016 – JUNE 2018

FACILITY INSPECTOR/ASSESSOR, REDHORSE CORPORATION

Perform assessments of client facilities' heating, ventilating and air conditioning equipment using professional expertise and judgment to determine physical condition and conformance with specifications and building codes. Use computer tablets with built-in cameras to document mechanical equipment and subcomponents encountered during assessments, including justification of physical condition assessment evaluation. Work under direct supervision and in accordance with instructions and standards. Inspect a wide variety of facilities and systems, from relatively small and simple to very large and complex.

OCTOBER 2009 – AUGUST 2016

SENIOR ENERGY ENGINEER, MECHANICAL, SAIN ENGINEERING ASSOCIATES

The first engineer hired in the creation of Sain Engineering Associates facility audit team of engineers, and creator of audit strategies, calculation and modeling tools, and report formats used in all subsequent facility auditing. Chief mechanical and renewable energy subject matter expert for the on-site team. Conducted facility site visits, analyzed current situation and produced facility improvement measures plans. Communicated with outside vendors as it pertained to facility improvement measures (FIMS) to determine available technologies and develop cost estimates. Identified, qualified, and developed projects to recommend to customers. Performed and, as Team Lead supervised, preliminary and detailed facility audits to identify FIMS and or opportunities. Analyzed blue prints and performed site surveys to identify mechanical, electrical, and control systems and determine facility operational characteristics. Applied building energy simulation programs to develop energy, cooling, and heating load-building models using modeling software. Developed design concepts and other written documentation concerning recommended FIMS, including accurate descriptions, savings potential, cost estimates and back up data to verify FIMS. Prepared financial models related to payment including simple payback, ROI, life cycle costing and internal rate of return. Participated in client meetings and presentations. Evaluated energy supply side saving opportunities, trash management, water conservation, and co-generation for inclusion into performance contracts. Developed the projects by matching each with the most favorable funding mechanisms (ESPC, UESC, ECIP, Sustainment, etc.), and producing technical reports and documentation including DD Form 1391, building condition reports, etc.

SEPTEMBER 2006 – SEPTEMBER 2009

RESOURCE EFFICIENCY MANAGER, SAIN ENGINEERING ASSOCIATES

Provided Resource Efficiency Manager (REM) services to Fort Polk to facilitate lowering energy consumption and costs to meet Federal mandates and U.S. Army policy goals. Tasks included identifying the post's highest energy consumers using building modeling, proposing projects to improve building efficiency with justification, estimating costs from R.S. Means or local contractors. Matched projects with most favorable funding mechanism. Lead team of engineers and procurement specialists through a performance based project (ESPC) procurement process. Provided energy usage estimates on new construction and significant renovations. Produced the Central Energy Plant and building HVAC project scoping and cost estimates for a \$2.0 billion barracks restoration project, and reviewed and approved all project documents on the first \$450 million phase of the same restoration. Acted as commissioning authority for the installation. Acted as installation Energy Manager. Reviewed the installation's utility and energy services contracts to confirm or identify the best options.

EDUCATION

DECEMBER 1981

BACHELOR OF SCIENCE, MECHANICAL ENGINEERING, TEXAS A&M UNIVERSITY

Attended on Air Force ROTC scholarship, resulting in commissioning into the U. S. Air Force as a 2nd Lieutenant upon graduation. Member of the Fightin' Texas Aggie Band and the Texas A&M Corps of Cadets. Course electives focused on both active and passive solar thermal design.

CERTIFICATIONS AND LICENSES

JULY 1987 – PRESENT

REGISTERED MECHANICAL ENGINEER, ARIZONA

Registration by exam and experience authorized to practice professionally in the State of Arizona with proficiency in Mechanical Engineering. Certificate number 20980.

SEPTEMBER 1991 – PRESENT

REGISTERED MECHANICAL ENGINEER, TEXAS

Registration by reciprocity authorized to practice as a Professional Engineer in the State of Texas. Serial Number 70553.

DECEMBER 2006 – PRESENT

CERTIFIED ENERGY MANAGER

The Association of Energy Engineers grants the title of Certified Energy Manager. Certificate Number 12867.

DECEMBER 2012 – PRESENT

CERTIFIED BUILDING COMMISSIONING PROFESSIONAL

The Association of Energy Engineers certifies competence as a Certified Building Commissioning Professional. Certification Number 1063.

Daniel R. Dreher

825 Comer Circle Birmingham, AL 35216
(205)-229-8535 ♦ danield@shakti-inc.com

Licensed energy professional with significant experience in energy engineering and energy business development/management for federal, commercial and institutional sector customers.

EDUCATION	Auburn University; Auburn, AL <i>Bachelor of Mechanical Engineering, May 2010</i> <i>Business Administration Minor</i>	
CERTIFICATIONS AND AWARDS	Professional Engineer; State of Alabama Certified Energy Manager; Association of Energy Engineers Certified Commissioning Professional: BCCB 2017 Region II Young Energy Professional of the Year; Association of Energy Engineers	
RELATED EXPERIENCE	Shatki Consultants, Inc.; Birmingham, AL January 2020 to Present <i>Associate</i> - Responsible for managing various investment-grade energy projects ranging from the preliminary audit phase to construction for large institutional and commercial customers. - Lead business development and marketing efforts. Sain Engineering Associates, Inc.; Birmingham, AL June 2010 - January 2020 <i>Director of Business Development; Manager of Energy Engineers; Energy Engineer</i> - Participated and managed energy assessments (ASHRAE Level 1 through Investment Grade audits) covering 35 million square feet of facilities that identified opportunities for clients to save over 29 million dollars annually. Manage three to twelve person, cross-discipline teams, including subcontractors. - Sold 3-year, \$1,500,000 energy management program to large healthcare system located in the Pacific Northwest. Serve as primary point of contact and recently completed a comprehensive energy assessment that identified more than \$30,000,000 in energy projects. Currently leading the effort to implement projects that range from lighting, HVAC, controls, motors, and renewable improvements. - Extensive experience with federal clients. Served as primary point of contact for Energy Engineering Analysis Program for the Huntsville Corps of Engineers Energy Division. Performed energy assessments at more than fifteen Army Installations. - In 2017, developed, sold, and implemented one of the largest, small business owned solar photovoltaic systems in North Alabama. Interfaced with local utility power purchase and interconnection agreements. - Integral member of business development. Independently write proposals, develop pricing, and interface with customers / potential customers. Lead internal team in contract development. - Perform and manage projects in Federal, State and Municipal Government to Healthcare, Commercial and Industrial sectors.	
INDUSTRY INVOLVEMENT	Certified Energy Manager Instructor <i>Teach courses worldwide</i>	2017 Advanced Energy in Alabama <i>Working Group Participant</i>
	2016 Energy Symposium <i>Speaker</i>	2014 World Energy Engineering Congress <i>Session Chair</i>

Ganesh Doiphode

gdoiphode2016@my.fit.edu 📞 321-317-5523

MS, Mechanical Engineering, Graduated in May 2019 (3.87/4.0)

Summary

Resourceful individual with an expertise in commercial facility energy efficiency, energy systems calculations is looking for a multi-functional Energy engineer role.

Winner of **ASHRAE's YEA scholarship 2020**.

Completed **ASHRAE's HVAC Design: Tools for High Performance Building Designers**

Level I – Essentials:

Fundamentals, Load Calculations, Ventilation, Psychometrics, System selection, Design of Air Systems, Design of Hydronic Systems, HVAC equipment sizing and selection (air moving, cooling, heating and humidification), HVAC systems, Codes and Standards, BAS control, Commissioning and Standard 180, Project management, Intro to Technical Sales.

Level II – Applications:

Sustainability/Green/LEED/HPB/NZEB, Standard 55, Standard 62.1

Case study of Educational Facility- System application, design considerations, loads, system equipment (specs), life cycle cost.

Case study of Multi-story office Building-

Design Water-to-Water GSHP Option 1 Chilled Beams with DOAS: loads, system line diagrams, sequences of operations, equipment (specs), life cycle cost.

Water-to-Water GSHP Option 2 UFAD: loads, system line diagrams, sequences of operations, equipment (specs), life cycle cost.

CAD & Analysis:

- * PTC Creo/SW
 - * AutoCAD/Revit
 - * Ansys/ NX Nastran
 - * EnergyPlus/ eQuest
- ### Programming tools & others:
- * MATLAB/ Java/ Python/PostgreSQL
 - * LabVIEW/ MS Office/Excel

Linked-in certifications:

- * Revit: MEP families
- * Green Building Studio: Energy Analysis
- * Six Sigma Foundations
- * Python for Data Visualization
- * Python: Data Analysis

Professional Experience

Florida Institute of Technology, Melbourne FL

Project Engineer (Jan 2017- Present):

- Energy efficiency enhancement project in Brevard Public Schools (BPS):
- Data analysis of 83 schools in Brevard county for three years and Investigating energy end user forecasting using Artificial Neural Network and regression modeling.
- Performed energy audits (field audits) for educational facilities in Melbourne, FL followed by completing utility bill analysis (FPL rate structure calculations and incentive applications) to evaluate energy and cost savings (payback period) of potential energy efficiency measures (replacing T8's to LEDs, installing proximity and photo sensors, ice storage technology implementation, PV installation). Presented ASHRAE level 2 report.
- Designed a piping and HVAC system in Revit and AutoCAD for retrofitting of a university dining hall.
- Analytically modeled and optimized a combined cooling, heating, and power (CCHP) generating energy conservation system of size 26 kW electric power that co-generated 7 tons of hot water per day with cooling capacity of 12 kW. Implemented Genetic Algorithm to perform multi-objective optimization that included minimizing the total running cost rate of the system and maximizing energy efficiency of the system.

Graduate Student Assistant (Jan 2017- May 2019):

- Graded homework and exams for multiple undergraduate courses: Thermal Systems Design, HVAC, Thermodynamics, Compressible Flow, Aerospace Fundamentals, Mechanics of Materials.

Special Collections Assistant (Jan 2018- Dec 2018):

- Developed a new method for organizing the huge collection material that improved project completion time by 50 %.

LearnToDrill.LLC, Mumbai, India

Science Analyst (Jun 2014- Aug 2015):

- Corresponded with petroleum engineers worldwide to develop oil and gas drilling related courses of International Association of Drilling Contractors (IADC) and International Well Control Forum (IWCF).
- Developed models for petroleum drilling processes and provided technical guidance for programmers to create a drilling simulator iOS app.
- Technical reviewer of petroleum course animations and course content display pictures that previously used to be reviewed by expensive drilling contractors. Collaborated with cross-functional teams to complete the projects.

Indian Institute of Technology, Bombay, India

Project Technical Assistant (IC engine lab) (Mar 2014- Jun 2014):

- Designed gas turbine can-annular combustor in Creo Parametric and analyzed it in Ansys-Fluent for the efficiency enhancement with inlet fuel swirl. Compared pressure variations with that of the experimental cold flow.
- Analyzed 2D bluff-body flame in Ansys-fluent.

Project Research Intern (Mathematics dept) (Feb 2013- Jul 2013):

- Thoroughly Investigated mathematical background of B-splines.
- Developed a numerical scheme using cubic spline quasi-interpolation based methods to solve non-linear PDEs.

Graduate Coursework

Conduction, Convection, CFD, Solar Energy Analysis, Math methods for Engineers, Instrumentation and Measurements.

Publications

- Doiphode, Ganesh V., and Najafi, Hamidreza. "A Machine Learning Based Tool for the Assessment of Energy Consumption in K-12 Schools", IMECE2020 (submitted)
- G. Doiphode, M. Manglori, H. Najafi, "Energy Efficiency in K-12 Schools: A Case Study in Florida" ASME- ES 2020 (accepted)
- Doiphode, Ganesh V., and Najafi, Hamidreza. "A 3E analysis and a multi-objective optimization of a micro CCHP system", Applied Thermal Engineering (in review)
- Doiphode, Ganesh V., and Najafi, Hamidreza. "An Energetic and Exergoeconomic Analysis of a CCHP System With Micro Gas Turbine, Organic Rankine Cycle and Ammonia-Water Absorption Refrigeration Cycle." *Proceedings of the ASME 2019 13th International Conference on Energy Sustainability collocated with the ASME 2019 Heat Transfer Summer Conference. ASME 2019 13th International Conference on Energy Sustainability*. Bellevue, Washington, USA

Honors & Awards

* Received *Yarosh-Wiles Scholarship* in recognition of significant contribution as a secretary of the Florida Tech's ASHRAE branch activities (2019) * *Impulse* competition winner, held at techfest (national level) of Indian Institute of Technology, Bombay, India 2013 * *Hydrojet* competition winner, held at techfest (national level) of VJTI, Mumbai, India 2013

Jason Alphonso, PE, PMP

Summary of Experience

Mr. Alphonso has over twenty years of experience in the HVAC&R/Energy industry in management, engineering consulting, mechanical, electrical, and plumbing (MEP) design, mechanical contracting, operations & maintenance (O&M), energy conservation, sustainability, engineering research, and education. His experience includes leadership and management in two large (multi-billion) organization, a medium-size business, a federally recognized Native American owned company with multiple 8(a) companies, and a small business. Mr. Alphonso firmly believes in aligning profit, people, purpose, and planet in all his endeavors, as evidenced by his work and career with a wide range of profit and non-profit organizations.

Professional Focus

New and Existing Facilities
Mechanical, Electrical, and Plumbing Design
Energy Conservation / Audits
Sustainability / LEED
Strategic Planning

Indoor Air Quality (IAQ)
Engineering Research & Education
Program and Project Management
Facilities Engineering / O&M
Team Building & Leadership

Professional Employment History

Tepa, Orlando, FL – Vice President, Facilities Engineering

Was the third employee at Tepa Engineering Services, LLC (Tepa ES) and helped build the Facilities Engineering group, who since 2020, has grown to be the largest group within Tepa ES with 12 professionals and \$3M in revenue in 2024.

Wood (previously Amec Foster Wheeler, previously Amec), Orlando, FL - Branch Manager

Managed \$6M in revenue, 40+ personnel including professional engineers (PEs), professional land surveyors (PLSs), MEP designers, survey technicians, building inspectors, and administrative staff. This included the creation and development of a Facilities/MEP Design Center to include MEP PEs and designers, life-safety/fire professionals, and a structural engineer, who executed work throughout Florida and across the United States.

EMCOR Group (previously MSI), Orlando, FL – Project Manager / Mechanical and Energy Engineer

Developed and delivered complex engineering projects with the following focus areas: MEP design, mechanical contracting preconstruction and estimating, energy engineering. Responsibilities included business and project development, and sales.

exp US Services (previously X-nth, previously GRG), Orlando, FL – Mechanical Engineer / Project Coordinator

Assisted in the execution and delivery of complex projects. Responsible for the overall technical delivery of the project and coordination between the various engineering disciplines.

Advanced Systems Engineering, Clearwater, FL – Mechanical Designer

Assisted in the execution and delivery of simple and moderately complex projects



YEARS OF EXPERIENCE

20 years

EDUCATION

MS, Mechanical Engineering |
University of Florida

BE, Mechanical Engineering |
University of Mumbai

PROFESSIONAL REGISTRATION

Professional Engineer (PE)
Florida - #67464

Certified Mech. Contractor (CMC)
Florida - #1250374

Mold Services Assessor (MRSA)
Florida - #3635

TRAINING / CERTIFICATIONS

Certified Energy Manager (CEM)

USGBC LEED Accredited
Professional (LEED-AP)

ASHRAE Operations and
Performance Management
Professional (OPMP)

Project Management Professional
(PMP)

ADJUNCT FACULTY / COURSES

Valencia College, Orlando, FL

ETM 1604C – Energy Management
Concepts

ETM 2608C – Automated Building
Operations

MEMBERSHIPS

ASHRAE

Association of Energy Engineers
(AEE)

National Council of Examiners for
Engineering and Surveying
(NCEES)

Jasmine C Nguyen

Pensacola, FL | (850) 501-8769 | jasminenguyen96@yahoo.com

Professional Summary

Current active-duty military personnel with over 9 years of military service and an Active Top Security/SCI Clearance seeking a project management role. Experienced in leading, planning, and coordinating operations of multiple departments. Demonstrated management skills that guide teams to success and establish meaningful relationships with clients and customers to sustain business operations. Available for Skillbridge October 2024.

Skills

- Excellent Organization and Communication
- Time Management
- Problem Solving
- Multitasking
- Performance Under Pressure
- Dedication

Work History

Facilities Manager

Tactical Operations Center Kadena

February 2021 - Current

Okinawa, Japan

- Directed daily operations between Facilities, Supply, Transportation Department, and Public Works; awarded two Navy & Marine Corps Achievement Medals for perseverance and dedication.
- Carried out 600+ repairs for 4 facilities totaling over 50,000 sq. ft. of work space; secured 100% pass rate for 3 annual inspections across the Fire Department, Physical Security, and Environmental Department ensuring OSHA compliance.
- Coordinated and scheduled Public Works contractors to perform planned maintenance on 22 installed systems, grounds keeping, and custodial services.
- Facilitated trainings on Generator, Fuel, HVAC and implemented Standard Operating Procedures resulting in the proficient restoral of generator power and operability during Typhoon Khanun to maintain critical computer and security systems.
- Ensured optimal procurement practices for 160 transactions and financial accountability of \$150,000 budget prompting two passing inspections for two 18-Month Procurement Audit with zero discrepancies.
- Earned "Sailor of the Quarter" FY21, FY22, FY23 and "Sailor of the Year" FY23.

Unit Test Equipment Director

USS Theodore Roosevelt (CVN71)

March 2019 - February 2021

San Diego, CA

- Implemented and revamped the Test Equipment Program leading to 100% accountability of 1,209 items; contributed to company success during 2020 Quality Assurance Inspection.
- Responsible for managing and maintaining equipment repairs to allow for maintenance on vital systems.
- Conducted quarterly trainings and managed 30 individuals across 12 departments to ensure equipment operation.

Food Service Department Records Administrator

USS Theodore Roosevelt (CVN-71)

October 2017 – January 2018

San Diego, CA

- Streamlined onboarding and out process of 264 employees.
- Reviewed, submitted, and organized 286 articles of correspondence between staff and supervisors.

Operations Supervisor

USS Theodore Roosevelt (CVN71)

October 2016 - February 2021

San Diego, CA

- Supervised and trained a team of 25 staff in Corrective and Preventative Maintenance across 28 Radar and Navigation Systems to ensure 100% execution of objectives and maintenance application, training, and quality control.
- Directed safe and secure operations of \$220 million worth of government property, resulting in no loss of equipment or negative incidents.
- Generated and instructed 23 personnel on emergency response and operation procedures for system and power failures.
- Coordinated with Field Directors in response to trouble calls, dispatching technicians, status reports, and troubleshooting efforts within area of responsibility.
- Performed diagnostics, troubleshooting, and evaluations. Forecasted and executed maintenance scheduling.
- Awarded a Navy & Marine Corps Achievement Medal for 410 hours of troubleshooting efforts leading a Navy-wide critical systems upgrade.

Education

National University (6 Semester Units)
Associates in Healthcare Administration

Expected Completion Fall 2025

Volunteer

International Relations - Liaison

- Organized 6 cultural and language exchanges with 120 participants to build mutual understanding and strengthen operations with local partners.

Recreation Committee - President

- Arranged 16 fundraising events including community meals and car washes; collected \$15,000 for catering, venue, and prizes for unit morale events.
- Budgeted and orchestrated company holiday party of 150 attendees.

Military Training

Intermediate Leadership Development Course

January 2024

CPR

June 2022

General Shipboard Firefighting Training SCBA

Jul 2018

- This is a High-Risk course. This course includes proper techniques and procedures for combating various classes of fires. Instruction on personnel protective equipment, chemistry of fire, portable fire extinguishers, and the Self-Contained Breathing Apparatus.

Awards

- Good Conduct (3) - Awarded for three consecutive years of "honorable and faithful service".
- Navy & Marine Corps Achievement Medal (3) - Awarded for meritorious service or achievement based on sustained performance or specific achievement of a superlative nature.
- Sailor of the Quarter (4)
- Sailor of the Year (1)
- Food Service Attendant of the Month (1)

PROFESSIONAL SUMMARY

Experienced US Military Officer with 18 years of service as a UH-60M Pilot in Command and Senior Special Forces Engineer. Skilled Project Manager with a track record of building strong relationships within the US and Foreign Special Operations community to achieve multi-cultural organizational goals. Proven Program Manager adept in curriculum development, government procurement, and contract oversight including security, labor, life support, and construction projects. Recognized Contracting Officer Representative with nine years of managing US Government contracts including construction projects, security, labor, life support services. Proficient in security management; encompassing information security, cyber awareness, and classified information handling. Seasoned Unit Movement Officer and Logistics Manager ensuring compliance with US and International shipping regulations for government property and HAZMAT transport. Inventory Management specialist with proven track record of accountability and supply chain management. Acknowledged several times for leadership excellence and entrusted with highly sensitive missions and equipment management.

- Organizational Leader
- Cross-Functional Organization
- Operational Risk Assessment
- Inventory Management
- Physical Security Manager
- Skilled Forklift Operator
- Problem Solving (Operational and Logistics)
- Results Driven Strategic Planner
- Training Program Developer
- Curriculum Development and Implementation
- Complex Facility Operations Management
- Cross-Cultural Management
- Personnel Management and Tracking
- Procurement Program Manager
- Strategic Planning and Management
- Executive Level Communicator

PROFESSIONAL EXPERIENCE

United States Army – Multiple Global Assignments (2006 – 2024)

Operations Officer

UH-60M (Blackhawk) Helicopter Pilot-in-Command. Fort Liberty, NC

January 2018 – Present

- Served as Unit Movement Officer overseeing domestic and international property and aircraft movements, adhering to Department of Defense and international shipping regulations. Facilitated strategic logistical support for operations and training, transporting HAZMAT and \$350 million in critical assets with 100% accountability and zero operational delays.
- Streamlined scheduling and coordinated interdepartmental efforts across geographically dispersed organizational units, enhancing operational efficiency and performance for 150 personnel across four locations.
- Identified explicit and implicit tasks essential for mission accomplishment by assessing constraints within planning and operational procedures, optimizing mission execution strategies resulting in safe and successful employment of critical assets during over 225 separate military aviation operations.
- Managed aviation hangar facility operations on a military airfield for four years; serving as Flight Operations Manager, FOD (Foreign Object-Debris) Program Director, and Flightline Driver's Program Manager. Ensured strict adherence to FAA regulations and OSHA guidelines, guaranteeing compliance within our unit's designated area of the airfield, and resulted in a record of zero lost-time accidents throughout my tenure.

Program Manager, Curriculum Developer

Instructor: Special Forces Qualifications Course, Fort Liberty, NC

November 2016-December 2017

- Guided and instructed 125 aspiring Special Forces-Engineer soldiers in diverse subjects, encompassing horizontal construction, preventive maintenance, logistics management, government procurement, facility operations and security, strategic planning, cross-cultural communications, and heavy-equipment and material handling equipment operation resulting in their successful completion of the Special Forces-Engineer Advanced Leaders Course.
- Managed and maintained a diverse inventory of training equipment and multiple warehouse storage facilities. This included: heavy equipment, material handling equipment, a large inventory of construction tools and materials, fleet of ten work trucks, hazardous materials, ammunition and explosives, and high-value government weapons systems. Ensured that all equipment and materials were ready to facilitate operations and training at any time.

**Facility Operations Manager, Maintenance and Procurement Programs Manager, Project Manager
Special Forces Engineer Sergeant, 3rd Special Forces Group, Liberty, NC
May 2011 – November 2016**

- Managed two separate Operations Support Sites; housing 250 and 450 personnel while overseeing a predominantly foreign work force of 80 and 140. Oversaw all logistical and security aspects of the sites. Managed life support services, dining facilities, vehicle maintenance facilities, machining and fabrication shops, housing, and workspaces. Ensured compliance with USDA Food Safety regulation, Army Security Regulation and US Federal Code for security standards regarding handling of Government Classified Information. Efficient operation of these facilities led to the passing of numerous federally mandated audits and inspections with perfect scores, and enabled operations for 12 separate organizations.
- Spearheaded the planning and execution of Flintlock '16, a Joint-NATO Special Operations Forces (SOF) Training Event spanning 26 countries across four nations. Managed project teams from headquarters in Senegal, supervising life support services, training support, and leadership consulting for foreign Division-level military staff officers. The exercise successfully achieved training objectives for over 1,000 personnel across 38 different organizations.
- For 5 years, oversaw maintenance programs for a variety of facilities and equipment including industrial-sized power generation, commercial HVAC, large capacity plumbing, facility-wide electrical networks, machining and fabrication, high-capacity fuel distribution, facility-wide IT infrastructure, several different military and civilian-fleet vehicles, material handling and construction equipment, unique medical equipment, secure communications equipment, and multiple variations of military weaponry.
- Procurement Manager for four years. Executed numerous ongoing procurements and three large-scale specialized procurement projects in support of 7 different organization-internal sections. Successfully negotiated with over 40 vendors each project to complete the projects under budget. Submitted all procurement records to 16 quarterly audits with no discrepancies. In total; performed \$25 Million in procurements; including government services contracts.
- Managed monthly specialized inventory of \$75 Million in US Government property for five years with no discrepancies.

**Personnel Manager/Training Manager, Multiple Duty Assignments
March 2006 – May 2011**

- Led, supervised, and managed the training of 50 employees in functional areas including current operations, training and development, and future planning for a geographically distributed organization.
- Managed communications during more than 100 military operations and associated requirements; adopted innovative techniques while maintaining accountability of \$5 Million of high-value assets and operations critical equipment.
- Facilitated strategic communications for 370 members of a geographically distributed organization utilizing complex secure communication equipment.
- Managed logistics for base operations that supported 250 personnel in high-threat security environment.

EDUCATION

- Associate of Arts – General Education, Fayetteville Technical Community College-With Honors
- Bachelor of Science – Business Administration (Project Management) , Southern New Hampshire University (Expected Completion – Summer 2025)
- U.S. Army Special Forces Qualification Course-Commandant's List

PROFESSIONAL DEVELOPMENT COURSES

- | | | |
|----------------------------|------------------------------|-------------------------------------|
| • Army Basic Instructor | • SOF Small Group Instructor | • Unmanned Aerial Systems Operator |
| • Advanced Leaders Course | • Risk Assessment and | • Warrant Officer Leadership Course |
| • Aviation Officer Leaders | Mitigation | • HAZMAT Safe Handling and |
| Course | • Unit Movement Officer | Shipping |
| • Physical Security | | |

CERTIFICATIONS

- Project Management Professional (Pending Exam-April 2024)
- Top-Secret Security Clearance w/ Secret Compartmentalized Information access
- Commercial S-70, Sikorsky, Rotary Wing Aviator w/ Instrument add-on

REFERENCES AVAILABLE UPON REQUEST

Noah Dejanakul

noahdejanakul@yahoo.com
4502 S. 283rd Street Auburn, WA 98001
(253) 306-1693

Objective

To continue to challenge myself while improving the communities and individuals I work with.

Education

Penn State
1995 General Studies (incomplete)

COCC
2012 AA general studies

Oregon State University
2014 Bachelor of Science Civil Engineering

University of Washington
2014 Masters program Structural engineering (not complete)

Experience

United States Navy
1993-2016
Developed technical, interpersonal and leadership skills in a wide variety of settings while serving in the United States Navy.

Athletic Club of Bend
2010-2011
Facility maintenance for a large private Athletic Club with a vast assortment of equipment, property, personnel and members.

Peter Pan Seafoods
Summers 2011, 2012 and 2013
Vessel Deckhand
Facility forklift operator Dillingham Processing plant

Lumenal Lighting
2012-2016
Energy Auditor/Designer/consultant and GIS Lead

Northwest Edison

2016-2020

Energy Auditor/Designer/consultant and GIS consultant.

TLK Bluewater Consulting group

2018-Present

Auditor designer and consultant

Passions

- Playing with my kids
- Hiking
- Hunting
- Skiing
- Mountain Biking
- The Outdoors

CLINT D. HARRIS

23410 Grand Reserve Dr. Suite 801
Katy, TX 77494

Main: (281) 436-4400

Email: clinharris@comaldesign.com

For the past twenty-two plus years, I have worked as a civil/structural engineer. The first part of my career was in the oil and gas industry. The past ten years has involved primarily residential work. I started my first engineering company (CDH Engineering) in August 2010. I grew that company and sold it in November 2012. I then managed a much larger multi-disciplined engineering and project management group (Axon Rig Concept & Design). Upon the expiration of non-competes, I started another company doing residential engineering and construction work (Comal Design Group). The past fifteen years has involved experience with all aspects of business; managing and training personnel, balancing resources for concurrent projects, putting together proposals and tracking budgets, scheduling, invoicing, payroll, and a variety of other administrative functions.

EDUCATION

Southwestern Baptist Theological Seminary
Master of Divinity

Fort Worth, Texas
Fall 2019

Texas A&M University
Bachelor of Science, Civil Engineering

College Station, Texas
Spring 2002

WORK EXPERIENCE

Comal Design Group
President

Katy, Texas
Feb. 2015 – present

Consulting Engineering work including the following projects:

- State of Texas Licensed Professional Engineer #98376
- Engineering Firm Registration #20012
- I have completed or helped to complete 245 house raising projects in Houston and the greater surrounding area including numerous projects in Galveston County and Brazoria County since Hurricane Harvey. Each project has a typical duration of 8-10 weeks and involves managing multiple sub-contractors. In addition to performing the engineering and construction management, I communicate with all project stakeholders (homeowners, city/county officials, and grant administrators) on a weekly basis updating them on schedule, progress, and budget tracking. Projects have ranged from \$80,000 to over \$500,000 and some have been a part of federally funded grant programs.
- I am the engineering inspector for Brazoria County and Jefferson County for their home elevation programs. My role is to inspect the home elevation construction work on behalf of the county ensuring the elevation construction work is designed and build to meet all applicable codes.
- I have inspected numerous house foundations and reviewed/approved over 5,000 foundation repair plans.
- I have performed the structural engineering and design for commercial projects, new residential construction, home addition projects, and foundations. This work involved putting together scopes of work, proposals/budgets, and coordinating the implementation of the work with my administrative and design staff. Inspections during construction and certification at the end of construction have also typically been part of the work scope.
- Development of a Quality Management System (QMS) for an equipment and drilling rig manufacturer. This included writing the Quality Manual, Procedures, and work instructions. I had training with all personnel, so they were familiar with the newly implemented system.

CDH Engineering/Axon Rig Concept and Design
President/ V.P. of Engineering

Houston, Texas
Aug. 2010 – Feb. 2015

Overseeing manager of the engineering, design and drafting group for ARCD.

- Responsible for scheduling and allocation of engineering and drafting resources for all assigned projects.
- Responsible for tracking project costs and maintaining project budgets
- Responsible for coordinating construction, testing, and assembly of fabricated structures

The following are two of the larger projects completed by my engineering group. This involved managing over thirty employees from multiple engineering disciplines over the course of two plus years.

- Design of the Mast Equipment Package (MEP) for Atlantica's (formerly BassDrill) "Gamma" Tender Assist Rig. This is an offshore drilling package designed to fit and work on a variety of platforms/platform configurations in both West Africa and Southeast Asia. <https://www.atlanticatd.com/assets/gamma>
- Design of the ADR 1500S for Ensign Energy. This is a land rig designed to assemble/disassemble quickly without the use of a crane and easily/quickly transported from one location to another. It has an incorporated walking system allowing it to move quickly and safely from one well to the next on site. <https://www.ensignenergy.com/wp-content/uploads/2021/04/Ensign-Drilling-ADR-1500S-Digital-Brochure-May-2019.pdf>

Prior to the acquisition by Axon Rig Concept and Design, President of CDH Engineering performing Structural Engineering for companies in the Oil and Gas industry. I prepared project proposals and managed all other sales related activities. I performed engineering analyses and calculations, checked drawings created by my support staff, and wrote reports. I managed time sheets, payroll, invoicing, and all other accounting activities.

Previous to starting CDH Engineering, I gained experience working as a structural engineer from May 2002 to August 2010. Information about the work experience from early on in my career can be provided if requested but the pertinent experience is what is shown on this resume.

CERTIFICATIONS & PUBLICATIONS

- Professional Engineer (TX) – December 2006
- Appointed Qualified Windstorm Inspector (AQI) through the Texas Department of Insurance – January 2019
- Principal Author for the “Structures” section of the 12th Edition International Association of Drilling Contractors (IADC) Drilling Manual

Joshua A. Bogacz

(315)408-8676 | joshua.a.bogacz@gmail.com | linkedin.com/in/joshuabogacz/

PROFESSIONAL SUMMARY

Senior Project Management Professional with a Secret Security Clearance offering over 10+ years of progressive technical and leadership experience. Highly qualified leader and communicator with demonstrated ability to direct a diverse and multi-departmental workforce comprised of 1000+ engineering, construction, human services, and human resources employees in a wide range of operational conditions. Adaptable to organizational needs and experienced in teamwork training and development. Ability to analyze, develop, and implement policies, procedures, and regulations.

Fiscal Responsibility | Training and Development | Strategic Planning | Public Speaking | Safety and Risk Assessment | Community Relations | Complex Problem Solving | Quality Control & Assurance | Customer Service

PROFESSIONAL HIGHLIGHTS

Senior Project Manager, Joint Base Lewis-McChord/Tacoma, WA **April 2017-December 2019**

Manages construction projects from initiating to closeout phase, oversees departmental survey and design teams, develops project documentation for federal review and approval, conducts quality assurance of construction efforts, and develops requirement specifications for contracts.

- Oversaw the development, planning, construction, improvement and quality control of Unmanned Aerial System runways at Yakima Training Center, decreasing response times for training organizations.
- Initiated a training program resulting in the certification of 14 teams in 16 engineering technician and project management functions over a 6 month time frame, increasing team cohesion and capabilities by 150%.
- Managed a construction program valued at over \$14 million, developing projects employed by 7,000 personnel.

Field Recruiter, Patchogue, NY **October 2013-April 2017**

Provided quality customer service and increased organizational contacts in a diverse area, oversaw five recruiting teams over two offices, conducted interviews & public speaking engagements, and determined applicant suitability

- Accomplished a 100% accession rate for assigned recruitment openings, resulting in 75 employees with a 96% retention rate over a 3 year period.
- Initiated a marketing campaign that resulted in public speaking engagements to groups ranging from 10 to 3,000 people previously uncontacted by employer to expand departmental reach and visibility.
- Managed and conducted 3 public events and improved visibility of the Army brand to over 8,000 people.

Senior Project Manager, Afghanistan; Schweinfurt, Germany **June 2011 – October 2013**

Managed all aspects of construction for a multi-national organization comprised of over 1,000 employees of various construction and engineering backgrounds. Directly managed 19 staff members on all phases of construction management, logistics, and safety.

- Managed a construction program valued at over \$100 million, developing projects used over three countries by American and foreign organizations.
- Conducted construction and team building operations with 5 foreign organizations resulting in greater operability between partners.
- Sourced, purchased, and coordinated movement of construction materials for a 42,000 square mile hazardous area with a 99% on time delivery rate.
- Lead 11 Leader Professional Development training seminars on project management practices for 80 executive senior leaders

Joshua A. Bogacz

(315)408-8676 | joshua.a.bogacz@gmail.com | linkedin.com/in/joshuabogacz/

Project Manager, Heidelberg, Germany

July 2010 – June 2011

Manager of 25 engineering technicians and engineers responsible for design, drafting, surveying, soils testing, and quality control of construction projects across Europe.

- Developed, designed, and coordinated the construction of 6 foreign military training areas across the European continent.
- Mentored personnel and leaders daily while assisting in the improvement of organizational capabilities through executing training in applicable standards and regulations.
- Developed cost estimates for construction projects within budgetary constraints resulting in a decrease in construction material expenditures by 11% over a 2 month time frame.

Project Team Operations Manager, Afghanistan; Ft. Knox, KY

April 2009-July 2010

Manager of four teams comprised of five employees each, responsible for quality control, safety and engineering functions across two countries and an area of 31,500 square miles.

- Implemented quality control and safety programs that resulted in a reduction of 8% in budgetary overages and a decrease in safety related incidents by 6% over an eight month time frame.
- Coordinated the logistical and equipment travel of 21 personnel from Fort Knox, KY to Afghanistan with no loss of equipment or capabilities.
- Ensured completion of quality control of 16 projects resulting in a 95% customer satisfaction response.

EDUCATION

Bachelor of Science, Organizational Management Major

St. Joseph's College of New York, Patchogue, NY

Dean's List, **GPA of 3.55**

Certificate in Management

St. Joseph's College of New York, Patchogue, NY

PROFESSIONAL DEVELOPMENT/TRAINING

Project Management Professional

Project Management Institute

Credential # 2639386, Issued September 2019, Expires September 2022

Lean Six Sigma Green Belt

University of Washington

Issued June 15, 2020

Certificate in Operational Contract Support (Contract Requirements Development)

Defense Acquisition University, Washington, D.C.

OSHA 30-hour Construction Safety and Health Certified

OSHA Training Institute Education Center at University of Washington

Credential # 35-602005343, Issued May 2018

COMPUTER PROFICIENCIES

Microsoft Word (Advanced) | Excel (Intermediate) | Powerpoint (Intermediate) | Outlook (Intermediate) | Project (Intermediate) | AutoCAD (Advanced) | AutoCAD Civil 3D (Intermediate)

SCOTT ERIC SEIGEL, P.E., LEED AP, C.E.M., CxA, O.P.M.P.
1032 Jans Place
Melbourne, FL 32940
321.474.7302
Scott.Seigel@ymail.com

Areas of Experience

Federal Contract Program Management, Energy Savings Performance Contract (ESPC) Project Financial, Development and Implementation Strategies, Commercial, MUSH and Federal Business Development, Building Controls and Field Service, Construction Management, Utility Analytics, Facilities Maintenance and Management

EDUCATION

Bachelor of Science, Mechanical Engineering, University of South Florida, Tampa, FL 1994

Master of Business Administration (Executive MBA Program) University of South Florida, Tampa, FL 2018

CERTIFICATIONS

Professional Engineer, Florida #60980; Certified Energy Manager, Association of Energy Engineers;

Commissioning Authority (CxA), AABC; LEED AP, USGBC; OPMP, ASHRAE

Experience

VP Technical Solutions Global Analytical Professionals, LLC 2018-Present Melbourne, FL

- ◇ Overall responsibility for proposal development & delivery of energy reduction and energy production measures in support of ESPC and Energy Efficiency as a Solution (EEaaS) contracts.
 - Implementing advanced analytics into solution production
- ◇ Manage the global technical solution development team
- ◇ Optimize the functionality of resources obtaining proper documentation and files for OEM products.
- ◇ Continued systems development to automate processes and functions in all technical areas
 - Modified corporate client strategy resulting in first year revenue forecasts rising > 30%
- ◇ Service local county contracts in support of building officials

Technical Expert/Sr. Project Engineer/Sr. Project Developer—Siemens Govt Technologies, USA 2013-2018

- ◇ Achieved exponential revenue growth in the ESPC Sustainable Infrastructure Marketplace
 - Conceptualized an ESCO strategic partnership that proved successful for a \$800M+ project
 - Helped produce over \$1B in ESPCs, UMCS and ESAs
 - Enhanced, produced and developed C-Suite analytics, financial modeling and risk analysis tools
 - Customer Service ranking has improved year over year
 - Experience in balancing value propositions across multiple product portfolios
 - Conducted professional development classes in best engineering practices
- ◇ Drove client growth and revenue
 - Responsible for Project P&L to implementation phase
 - Developed large impact projects ranging \$10M-\$300M+
 - Developed strategic partnerships to enhance sphere of influence with decision makers within DOD
 - Mentored small and disadvantaged businesses to help exceed Federal Government SDB expectations
- ◇ Provided technical expertise for Energy Conservation Measures (ECMs)
 - Primary analysis included HVAC, Energy Management Control Systems (EMCS), Advanced Lighting Technologies, Cogen and Tri-gen Analysis, Water Reduction Strategies and utility structure analysis
 - Emphasis in renewable energy portfolios: solar, biomass, wind, geothermal, solar thermal, hydro, and ocean technologies.
 - Final Determination for bundling of ECMs in an ESPC PA/IGA based on the SPB & finance term
 - Development of technical specifications and project schedules based on project requirements as determined by the team

DOD Project Sites: NSGB, USACE, Sigonella, Naples, Rota, Bahrain, Djibouti, CCAD, Var. UMCS Projects

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Sr. Project Manager, Sain Engineering Associates (SEA), Birmingham, AL 2009-2013

- ◇ Directed Federal Project teams across 13-time zones
- ◇ Directed more than 30 EA and Cx project teams throughout the US, Middle East and Europe encompassing more than 50MMft² with projects exceeding \$750MM. (80+ Engineers and Contractors - Direct Reports)
- ◇ Developed and enhanced team leadership structure emphasizing individual effort
- ◇ Allocated resources based on contract compliance: day to day operations, budgeting, scheduling, and deliverables
- ◇ Provided technical expertise for Energy Conservation Measures (ECMs)

DOD clients included GSA, US Navy, USACE, USAF, DOE, Army, ANG and Marine Corp

Sr. Principal Engineer, Williams-Russell & Johnson Engineers/Architects, Atlanta, GA 2009-2011 (Contract)

- ◇ Designed modified mechanical systems for \$40MM educational facility i.e. Steam, CHW, DX, & CW
- ◇ Responsible Engineer of Record for all Florida projects
- ◇ Managed General and Mechanical Contractors on all required design modifications

Principal Engineer, General Physics Corporation, Titusville, FL 2008-2009

- ◇ Led Design Build Team for first major modification of CCAFS/KSC underground Cryogenic gas lines since the Apollo Era
- ◇ Developed new strategic plan which expanded General Physics business development and teaming capabilities
 - Successful JV with 8A Design Firm for City of Orlando engineered design projects (>\$10M)
 - Successful JV Teaming for PAFB AFTEC (>\$180M Building)
- ◇ Engineer of Record for shovel ready project modifications across KSC, CCAFS, PAFB and Ascension Island

Owner/President, Easley Mechanical Services, Melbourne FL 2003–2008

- ◇ Startup company that approached \$2M in revenue after 5 years (16 direct reports)
- ◇ Produced C-Suite analytics monthly, P&L responsibilities
- ◇ Performed all annual performance reviews, hiring, training, and mentoring of Technicians
- ◇ Directed all government and commercial sales efforts
- ◇ Developed a successful inventory control method then managed the SCM processes

Sr Facilities Engineer, Siemens Power Corporation, Orlando FL 2000 – 2003

- ◇ Responsible for the design, analysis, and project management of multiple self-determined mechanical and electrical projects in existing office buildings, data centers and laboratories across multiple divisions and 16 buildings (2.4Mft²)
 - Design Projects: Chiller Plants, Data Centers, Multiple office renovations, exterior renovation(s)
 - Major Project: Major HVAC renovation of 260,000ft² headquarters building
 - Major Project: Construction of (2) 4-story 180,000 ft² buildings
- ◇ Specified design criteria, discussed and select minimum equipment requirements with outside equipment manufacturers
- ◇ Produced bid packages which included architectural, mechanical and electrical drawings and specifications
- ◇ Developed strategic plans for mechanical and electrical improvements. Typical facility upgrades included HVAC, temperature controls, electrical, chemical and mechanical equipment, hazmat and fire alarm systems

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Engineering Team Lead Raytheon Constructor, Cape Canaveral, FL 1999-2000 (Contract)

- ◇ Led Mechanical Department Engineers, Field and Technical Support for the \$250M+ Delta IV Launch Facility (Pad 37B)
 - Reduced construction costs by as much as \$25M through correctly interpreting existing plans, design intent and specifications for Cryogenic piping and HVAC systems
 - Supervised mechanical, electrical and specialty niche contractors

Software Expertise

Analytics: R, Tableau; MS Office: Excel, Word, Project, PowerPoint; Engineering Software: Carrier E-20II, CMMS, Estimation, Tracer, Energy Plus, various load calculation programs

Volunteer Organizational Leadership

Executive Chairman, American Society of Mechanical Engineers, Cape Canaveral Florida Section 2000-2002

- ◇ Increased revenues 10-fold over a 12-month period
- ◇ Expanded Volunteer Executive Board from 5 members to 33 members; P&L responsibility
- ◇ Government Relations, Woman & Minorities Issues, Professional & Career Development Issues, College Relations, & Member Retention, STEM Teacher Awards, Scholarships, Publicity, and Technical Programs.
- ◇ Awarded 3 consecutive years, 2000-2002, as Best ASME Section Regionally and worldwide 2001, 2002

President, ASHRAE Space Coast Florida Chapter 2009, 2014

ASHRAE Region XII Chair, Government Activities 2014-2015

Military Experience: US NAVY Electrician

AWARDS

Technical Award for Leadership Canaveral Council of Technical Societies (CCTS)

Extensive Travel: 48 States and 55 countries



FSI RESUMES

Bradley Lawson

Master Electrician (EC State Of Florida Certified Electrical Contractor) Electrical Inspector. Electrical Plans Examiner. Residential Building Inspector.

Land O' Lakes, FL 34639

Bradkgb@gmail.com

+1 813 516 9591

To obtain a challenging position that will utilize my skills and experiences and which will also provide me with the opportunity for growth and advancement.

Authorized to work in the US for any employer

Work Experience

Director of Inspection Services

Florida Specialized Inspections -

Remote

May 2024 to present

Residential Inspector- Electrical Inspector

Weintraub - Safebuilt - Tampa, FL

April 2022 to February 2024

Residential inspections

Electrical Inspector

Hillsborough County BOCC - Tampa, FL

June 2020 to April 2022

Commercial, Residential & Industrial Electrical Inspections

Electrical Inspector2

Pinellas County Government - Clearwater, FL

November 2014 to June 2020

Commercial. Residential and Industrial Electrical Inspections

Electrical Inspector

Pasco County Board of County Commissioners

February 2006 to May 2008

Inspects electrical installations in new and old buildings during construction and upon completion. Examines buildings for hazardous electrical conditions and reports same. Advises contractors and homeowners on electrical installations. Specific duties include:

- Knowledge of the County electrical ordinances and codes
- Knowledge of the methods and practices involved in constructing, installing, maintaining, and operating a variety of electrical installations, equipment, and appliances.
- Identifying possible defects and faults in electrical wiring, appliances, and of standard testing devices and effective corrective measures.
- Ability to read and interpret plans and specifications of electrical installations (blue prints).
- Enforce codes and regulations firmly, tactfully, and impartially.
- Establish and maintain effective working relationships with builders, contractors, and the general public.

Electrician

C&C Electric

December 2005 to February 2006

Worked as a member of an electrical crew, performing a variety of electrical installations and maintenance work in accordance with applicable electrical codes and standard practices. General duties included:

- Complete installation, maintenance, and repair of wiring, equipment, light fixtures, control circuits, electrical switches, relays, sockets, fuses, circuit breaker panels, cords, and similar items.
- Installation, maintenance, and repair of high and low voltage transformers, lightning arresters, fuses, supply lines and power poles
- Troubleshoot electrical malfunctions using electrical test instruments; uses wiring diagrams and blueprints to locate and isolate electrical malfunctions.

Lead Electrician

East Pasco Electric

December 2004 to December 2005

Oversee daily operations of the electrical crew to ensure proper materials and procedures followed in repairs/installations. Additional electrician duties including:

- Install and replace electrical components in switches, circuit breaker panels, light fixtures, etc.
- Installation, maintenance, or repair of electrical motors, light fixtures, receptacles, and emergency power generating equipment.
- Install, maintain, and repair light machinery, electrical circuits, and switch panels.
- Repairs defective wiring and parts using hand tools.
- Observes safety precautions and consults with supervisor concerning questions with regard to methods, procedures, techniques and materials.
- Supervise inventory operations and the replenishing of tools and supplies

Field Superintendent

Chidlow Electric

December 2002 to December 2004

Plan, organize, assign, and supervise the work crew in the construction, installation, repair, and maintenance of electrical work. General duties include:

- Inspect work for progress and for conformance to established standards; advises field crews in techniques and practices.
- Review and approve request for materials, supplies, and tools.
- Prioritizing service requests, establishing work schedules and adjusting schedules to meet work priorities.
- Complete installation, maintenance, and repair of wiring, equipment, light fixtures, control circuits, electrical switches, relays, sockets, fuses, circuit breaker panels, cords, and similar items.

Electrical Helper/Electrician

C & C Electrical

October 1998 to December 2002

Extensive electrical foundation gained through general labor duties (run conduit, terminate, wire devices and fixtures) which allowed for advancement to Electrician within the company.

Education

Education Program

Land O' Lakes High School

Certificate

Contractors Institute

Skills

- Electrical Experience (10+ years)
- NEC (10+ years)
- Plumbing
- High Voltage
- Blueprint Reading
- Writing skills
- Electrical systems
- NEC
- Electrical experience

Certifications and Licenses

Electrical Standard Inspector

Standard Electrical License Florida DBPR

Electrical Plans Examiner

Electrical Plans Examiner Florida DBPR ICC

Combination Residential Inspector

Combination Residential Inspector ICC- Florida DBPR

Master Electrician

Certified Electrical Contractor EC13012814 Florida

OSHA 10

OSHA 30

JON WOLFERSBERGER

1605 Butch Cassidy Trl, Wimauma, FL 33598
321-610-0213 | jon@floridaspecializedinspection.com

EXPERIENCE

Florida Specialized Inspections, LLC – Wimauma, FL 04/2024 - Present

- President/Founder of Florida Specialized Inspections, LLC

Weintraub Inspections and Forensic, Inc. -Sun City, FL 01/2017- 07/2023

- As Vice President/Director of Inspection Services I managed the daily operations of a twenty million dollar a year Private Provider Inspection and Engineering Firm of 65+ employees.
- Provided contracts and agreements to new clients.
- Set annual budgets.
- Set six-month, twelve-month, two year and long-term goals for growth and profitability.
- Met with clients to establish goals to ensure that the client met their production and performance goals.

Weintraub Inspections and Forensic, Inc.-Sun City, FL 09/2012-01/2017

- As Director of Inspection Services, I managed 45+ employees daily, to include assistance with code interpretation and balancing of workload.
- Liaison between our clients and various Building Departments
- Setting Company and Departmental budgets.
- Cost estimating materials and labor for special inspection and Engineering projects.
- Assisting in court with construction litigation and expert witness testimony.

Weintraub Inspections and Forensic, Inc.-Sun City, FL 11/2008-09/2012

- As a Third Party and Forensic Inspector, I performed Building, Mechanical, Electrical and Plumbing inspections to achieve code compliance, as well as, quality assurance to maintain workmanship and product efficiency.
- Perform forensic inspections of existing structures, gathering information and evidence, and reporting to clients.
- Prepared cost estimates and man hours estimates to perform required repairs to deficient structures and other various building and components and systems.
- Acted in a project management and supervisory capacity for the rehabilitation and re-building of damaged structures.

The Weintraub Organization, LTD – Melbourne, FL 11/2004-11/2008

- As a Residential Combination Inspector, I enforced Building, Mechanical, Electrical and Plumbing systems for Code Compliance in One and Two Family dwellings, as well as third party commercial buildings for building code compliance, life safety and quality assurance.

EDUCATION

Red Land High School - 1986

- Diploma

ASSOCIATIONS

- Perpetual member and two-time Master of Melbourne Lodge #143 in Melbourne Florida
 - Total Life member of Azan Shriners and four-time assistant Director in Melbourne Florida
-



Amber Faussett



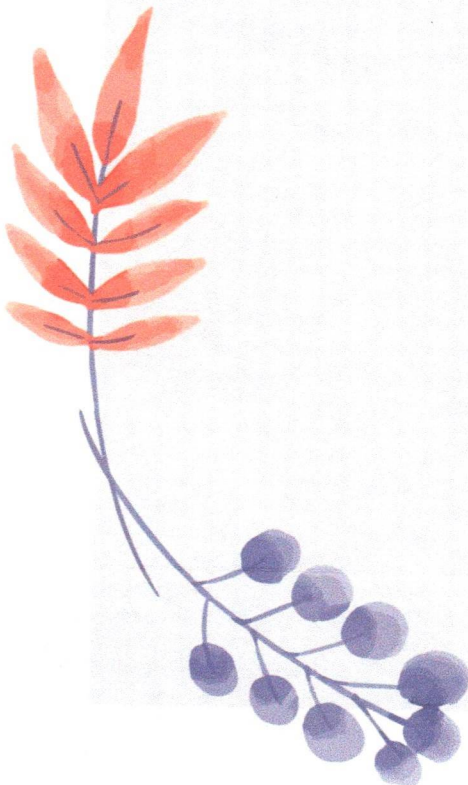
Ruskin, FL



863.605.6805



Amberm85@gmail.com



Summary

Experienced and passionate office manager who oversees all aspects of administrative, bookkeeping, and human resource duties. Self-motivator skilled in prioritizing and completing assignments independently. Extensive experience utilizing Microsoft Office Suite, Google Workspace and QuickBooks.

Experience

Vatekton Mechanical, Inc - Office Manager / HR Administrator / Bookkeeper Jan. 2021-present

- Perform receptionist duties to include greeting visitors and answering/directing phone calls
- Manage office supplies and place orders as necessary
- Interface with governmental jurisdictions to obtain work permits and ensure code compliance
- Oversee and support accounts payable, receivable, and payroll via QuickBooks
- Facilitate new human resources program, instrumental in complete revamp of outdated policies
- Ensure all invoicing is timely and maintain accurate tracking for general ledger reconciliation
- Schedule work orders and meetings for management

Wellspring Community church - Executive Assistant May 2018-Dec. 2020

- Oversaw all office administrative duties to ensure the office ran smoothly
- Managed contractors and construction budget
- Scheduled meetings, maintained calendars, researched subcontractors and created reports
- Received and sorted incoming mail and deliveries, and managed outgoing mail

Digital Reception Services - Office Administrator July 2010-Mar. 2014

- Scheduled, dispatched and tracked technicians' production times
- Provided customer service and expedited customer returns
- Managed inventory, data entry, filing and mail

Education & Skills

- Lake Wales High School / HS Diploma May 2001
- Microsoft Office Suite
- QuickBooks
- Google Workspace
- Notary Public State of Florida

Hobbies

A leader in our local Cub Scout pack where I perform all administrative duties for our unit, and I delight in helping the scouts to achieve their goals. I also enjoy crafting and cooking with my family.

References

[Available upon request.]



Summary of Work Experience

PRIVATE PROVIDER PERSONNEL IDENTIFICATION

& Qualifications Statement *Florida Statutes* § 553.791(4)

Provider or Duly Authorized Representative: John H Curtis
Email address: john.curtis@floridaspecializedinspection.com
Telephone/ Fax: 813-214-8350 / 813-354-2512
Florida professional licenses: AR94717
Company: Florida Specialized Inspections, LLC
Address: 1605 Butch Cassidy Trail, Wimauma, FL 33598
Type of Service Performed: Private Provider

Qualifications Statement (or attach Resume):
* Master of Architecture, USF Tampa -2000
* BA, Management/Entrepreneurship, Buena Vista College, Ottumwa, IA
* Associate of Science, Pre-Engineering, Indian Hills Comm. College, Centerville, IA
* Maintenance/Electronics Tech - St. Joseph's Hospital 1971 -1982
* Director of Building, Grounds, Transportation and Purchasing - Centerville School District 1982- 1996
* Construction Architect/ Project Manager -HKS Architects 2001 - 2010
* Assistant Director of Facilities - USF, Tampa 2011 - 2013
*Assistant Director of Facilities - University of Central Missouri 2013 - 2018
* Building Inspector 2018 - 2024 Joe Payne
*Private Provider – Florida Specialized Inspections, LLC – 2024-Present

Standard
Inspector
Inspector

MCKINNEY, BOBBY J Primary BN983 Standard Inspector

Standard Plans Examiner MCKINNEY, BOBBY J Primary PX2292

Plans Examiner Current, Active

11/30/2025

Main Address*: Private



Certerra RESUMES

CARLOS LOPEZ, BEC2, CWI

Building Envelope & Structural Steel Inspector, Field Technician

Carlos has over 34 years of experience in the fabrication and inspection of welds, having worked as a welder in fabrication shops and on high-profile projects across the U.S. He has held quality control and assurance roles in fabrication plants and is a certified weld inspector skilled in non-destructive inspection methods (VT, MT, PT).

At Tierra, Carlos has inspected structural steel, connections, and building envelope systems for various types of construction. His project experience includes small retail structures, multi-story office buildings, educational facilities, medical buildings, and airport terminals. He is proficient in envelope testing services (AAMA Test Standards 502, 503, and 501.2, ASTM E 783, ASTM E 1105, ASTM E 1186, ASTM D 4541, ASTM E 1827, and ASTM C 1521) and performs pressure and load testing, moisture testing, and wind uplift tests.

YEARS OF EXPERIENCE

34

CERTIFICATIONS

Building Envelope Certified Level 2,
BESI
Certified Welding Inspector, American
Welding Society
ASNT Magnetic Particle Level 2
Certified Pile Driver Inspector

RELEVANT EXPERIENCE

- » Orlando International Airport Terminal C, Orange County
- » I-4 Ultimate, Various Counties
- » Lake Nona Towncenter Medical Office Building
- » Disney Animal Kingdom Restaurant, Orange County
- » Sand Lake Commons, Orange County
- » Volusia County Public Schools Tomoka Elementary School, Volusia County
- » Tampa International Airport Airside Terminal A & E Expansion, Hillsborough County
- » Monroe Commerce Center, Seminole County
- » Coca Cola Warehouse, Polk County
- » Camping World Stadium, Orange County
- » Seminole County Annex Building, Seminole County
- » Air Cargo Expansion-TIA, Hillsborough County
- » OCPS Site 50, Orange County
- » SR 91 Widening, Orange County
- » Lake Nona Town Center MOB, Orange County
- » Peak Ocala Logistics Center, Marion County
- » Bonnet Creek Tower 6, Orange County
- » BayCare South Florida Hospital, Hillsborough County
- » Port Canaveral Welcome Center, Brevard County
- » Orlando Health G-Deck Phase 1, Orange County
- » South Terminal C PH.1X, Orange County
- » South Terminal C- Phase 1 Airside, Orange County
- » Grout Monitoring Loews New Laundry Facility, Orange County
- » South Terminal C Ph. 1X Weld & Bolt Inspections, Orange County
- » South Terminal C- Phase 1 Landside, Orange County
- » Daytona Beach Parking Garage Roof Deck, Volusia County

BRETT HOWEY, PE

PRINCIPAL ENGINEER

Mr. Howey is an Arizona registered civil engineer with technical and program/project management experience in the construction, civil engineering, environmental, and Environmental Health & Safety (EHS) fields primarily focused on dam and levee safety, geotechnical appraisals, flood control, planning, occupational health and safety, and environmental remediation, both in the public and private sectors. Program and projects completed under his leadership have been focused in six key Sectors; Transportation, Industrial/Commercial, Government, Mining, Oil & Gas, and Clean Energy. Programs delivered within Mr. Howey's responsibility are commonly engineering consulting, design, construction services, and EHS.

Activities have included program and project management for large scale federal and county partnered dam, levee and flood control projects, dam and levee safety investigations, structure assessments, levee and dam designs, and structure instrumentation monitoring programs. Technical project activities completed by Mr. Howey, or under his oversight, have included dam and levee inspections, geotechnical characterizations, water resource planning, land subsidence and earth fissure assessments, collapsible soil and embankment cracking assessments, dam design, construction oversight and materials quality assurance, development, exercising, and execution of Emergency Action Plans, public outreach, regulatory permitting, Federal agency coordination, and alternatives development. He also has experience with facilitating and participating in qualitative risk assessments, authoring and implementation of Intergovernmental Agreements, Memorandums of Understanding, Joint Venture business partnerships, and US Small Business Administration (SBA) Mentor Protégé affiliations.

RELEVANT EXPERIENCE

GEOTECHNICAL ENGINEERING – DAM & LEVEE SAFETY

Bureau of Indian Affairs Emergency Action Plan Exercise, Belcourt and Gordon Dams - ND Project Manager & Facilitator | As a Task Order under Amec Foster Wheeler's Bureau of Indian Affairs (BIA) IDIQ contract, Mr. Howey filled in for the BIA Emergency Management Coordinator and facilitated the Tabletop Exercise for Belcourt and Gordon Dams, located on the Turtle Mountain Reservation in Belcourt, North Dakota. Mr. Howey audio-recorded the Exercise so the BIA would have a record of the discussion that took place during the Exercise and would help them develop their Homeland Security Exercise and Evaluation Program (HSEEP)-compliant After Action Report.

Fredonia Flood Retarding Structure (FRS) Rehabilitation Project, USDA-Natural Resources Conservation Service (NRCS), Fredonia, AZ. Project Manager | Amec Foster Wheeler was retained by NRCS as a result of its arid environment FRS soils expertise and outstanding working relationship with NRCS. Amec Foster Wheeler is currently executing the first in a series of several Task Order that will take the project through final design. Fredonia FRS is a 3 mile long single purpose flood control embankment dam in northern Arizona that has experienced significant cracking and embankment distress since its construction in the early 1970s. The dam was constructed of very dispersive and gypsiferous soils that will prove to be the greatest engineering challenge for this project. The Rehabilitation Project initial Task Order involves a data collection and review task, topographic and aerial photogrammetry surveys, updates to the existing hydrology and hydraulic modeling, a geotechnical evaluation of the existing dam and its current integrity, and development of three alternatives to a 15% design level for evaluation and selection of a preferred alternative.



YEARS OF EXPERIENCE

25 years

EDUCATION

MSE, Civil Engineering (Soil Mechanics), Arizona State University, Tempe, Arizona, 2000

BS, Geology, University of Nebraska at Lincoln, Lincoln, Nebraska, 1999
BS, Civil Engineering – Colorado School of Mines

LICENSES/REGISTRATIONS

AZ, Civil Engineer, No. 40220

Powerline, Vineyard Road and Rittenhouse Flood Retarding Structure Rehabilitation Final Design Project, Stantec Consulting Services, Inc., Phoenix, AZ. Client Manager & FMEA Facilitator | Amec Foster Wheeler organized, planned, and facilitated a Failure Modes & Effects Analysis (FMEA) workshop to analyze multiple concept alternatives prior to initiation of final design. The goals of the FMEA were to achieve an understanding of the most significant site-specific failure modes and the potential consequences of a system failure for each of the alternatives related to the Vineyard Road FRS embankment and filter configurations and to develop potential mitigation strategies to eliminate any identified failure modes and/or reduce the potential consequences. A final FMEA report was prepared that documented the FMEA workshop, defined each failure mode, summarized major findings and understandings, and final design considerations. Amec Foster Wheeler was also the lead geotechnical engineer for the investigation of the proposed Powerline channel and the lead geophysical investigator for the completion of 135 continuous seismic refraction lines along the upstream toe of the 5-mile long Vineyard Road FRS.

Potential Failure Modes & Effects Levee Failure Risk Assessment – The Pier at Southbank – Lot 5, Springbrook Development, LLC, Tempe, Arizona. Risk Assessment Facilitator | Due to Mr. Howey's proven success in risk assessment and consensus building Amec Foster Wheeler was retained to complete a Potential Failure Modes & Effects (PFMEA) Levee Failure Risk Assessment in support of a flood control levee alteration permit with the Flood Control District of Maricopa County and the City of Tempe. A PFMEA workshop was completed on the segment of levee adjacent to the planned development. Goals of the FMEA were to achieve an understanding of the most significant site-specific potential failure modes, corresponding consequences of a system failure for the levee and to develop potential strategies to eliminate any identified failure modes and/or mitigate the potential consequences. In addition, the FMEA was set up to provide a better understanding of the design criteria required by the various agencies and stakeholders to allow future certification of the levee under CFR 65.10 and to ultimately not decrease the flood protection capacity below that of the current levee. Fifteen potential failure modes were assessed by the FMEA team during the workshop and the project was successfully permitted through all applicable public entities.

Bureau of Indian Affairs Emergency Action Plan Updates & Exercises for Eagle Creek No. 1, Lake Mescalero, Silver Lake, Washakie, and Ray Lake Dams in New Mexico & Wyoming. Project Manager & Facilitator | As a Task Order under Amec Foster Wheeler's Bureau of Indian Affairs (BIA) IDIQ contract, Mr. Howey led the Amec Foster Wheeler Team through the revision and exercising of Emergency Action Plans (EAPs) for five dams. Services included revision and updating of the existing EAPs, facilitation of planning meetings and Tabletop exercises. Exercises involved Tribal staff and local responders so that they were familiar with the EAP and better understood their responsibilities during an emergency event. After Action Reports (AAR) were developed that summarized major issues discovered during each exercise. Exercises and AARs were completed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP) guidelines.

Bureau of Indian Affairs Emergency Action Plan Updates & Functional Exercise for Antelope, Ghost Hawk, He Dog, Indian Scout, Parmelee, Ring Thunder, and Rosebud Dams, Rosebud Sioux Reservation, South Dakota. Facilitator | As a Task Order under Amec Foster Wheeler's Bureau of Indian Affairs (BIA) IDIQ contract, facilitated the Initial Planning Meeting and Tabletop Exercise for ten dams located on the Rosebud Sioux Reservation in South Dakota. The Exercise involved Tribal staff and local responders to help them become familiarized with the EAP and to better understand their responsibilities during an emergency event. An After Action Hot Wash Review was performed, which led to the development of an After Action Report that summarized major issues discovered during the Exercise and included recommendations for improvement. Exercises and AARs were completed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP) guidelines.

Geotechnical Investigation, Inflow Design Flood Analysis, and Alternatives Evaluation for Owhi Dam, US Department of the Interior, Bureau of Indian Affairs, Colville Indian Reservation, Washington. Senior Technical Reviewer | For this project Amec Foster Wheeler performed a geotechnical field and laboratory investigation, analyzed the hydraulic deficiencies for Owhi Lake Dam, and developed quantitative risk assessments resulting from two principal failure modes, hydrologic overtopping and seismic liquefaction of the earth-core. Amec Foster Wheeler's geotechnical field investigation program included a geologic reconnaissance, the advancement of 12 borings, and laboratory testing for the development of geotechnical engineering properties. Results of the field investigation were used by Amec Foster Wheeler to develop seepage models, slope stability models, and liquefaction assessments. The IDF study developed hydrologic and hydraulic models for evaluating the performance of the existing dam and confirmed that the dam could not safely pass the PMF without overtopping. Amec Foster Wheeler developed and evaluated a number of alternative improvements to address the identified deficiencies. These alternatives included (1) widening of the existing spillway; (2) increasing the initial drawdown to increase available storage in Owhi Lake; and (3) construction of an auxiliary overflow channel spillway. Numerous combinations of drawdown and spillway improvements were assessed to support the selection of the most cost-effective solution that satisfied the overall project objectives.

Levee Failure Risk Assessment - Marina Heights Commercial Development Project, Buesing Corporation, Tempe, Arizona. Risk Assessment Facilitator | In 2013 when permitting of the alteration to the Salt River south bank levee threatened to delay the design and construction of the Marina Heights commercial development, the project design build team retained Amec Foster Wheeler due to its proven success in risk assessment and consensus building. A Failure Modes and Effects Analysis (FMEA) workshop was completed on the segment of levee adjacent to the planned development. Goals of the FMEA were to achieve an understanding of the most significant site-specific potential failure modes, corresponding consequences of a system failure for the levee and to develop potential strategies to eliminate any identified failure modes and/or mitigate the potential consequences. In addition, the FMEA was set up to provide a better understanding of the design criteria required by the various agencies and stakeholders to allow future certification of the levee under CFR 65.10 and to ultimately not decrease the flood protection capacity below that of the current levee. Twenty-nine potential failure modes were assessed by the FMEA team during the workshop and the project was successfully permitted through all applicable public entities with zero schedule slippage.

Greybull Flood Protection Levee Certification, Town of Greybull., Greybull, WY. Senior Technical Reviewer | The Town of Greybull Flood Protection levee is located immediately east of, and adjacent to, the town of Greybull, Wyoming (Town) and is generally aligned north-south along the Bighorn River. The earth-berm levee was constructed by the US Army Corps of Engineers in the mid-1950's and is maintained by the Town. The levee is approximately 2½ miles in length and provides protection against the 1%-annual-chance-flow (base flood) for an area of around 400 acres encompassing the vast majority of the incorporated Town of Greybull. FEMA requested that the levee be investigated and reaccredited as meeting the criteria of 44 CFR 65.10. Amec Foster Wheeler was retained by the Town to evaluate, through engineering studies and calculations, to certify that the structure was compliant with the established FEMA levee criteria. Amec Foster Wheeler tasks include collection and review of existing data, hydrologic assessments, slope stability and seepage engineering analyses, and completion of field reconnaissance to demonstrate that the requirements of 44 CFR 65.10 were being met. Where deficiencies were identified Amec Foster Wheeler developed concept level alternatives and engineering cost estimates.

Red Mountain Freeway Levee Dam Safety Inspection and Operation Program, Arizona Department of Transportation, Mesa, AZ. Program Manager | Since 2009 Amec Foster Wheeler has been assisting the Arizona Department of Transportation (ADOT) with the development of an operation, maintenance and inspection program for their 3 mile long embankment levee dam. The levee dam was originally designed by Amec Foster Wheeler in 2007 which included an Operation & Maintenance (O&M) Plan. The O&M Plan developed by Amec Foster Wheeler has been implemented since construction under our leadership to train, mentor, and educate ADOT engineering and

maintenance staff on the dam safety aspects of the project. Amec Foster Wheeler has led quarterly and annual dam safety inspections and has provided recommendations for development of an ADOT dam safety program.

Bureau of Indian Affairs Emergency Action Plan Updates & Exercises for Willow Creek and Wild Horse Dams – Montana & Nevada. Project Manager | As a Task Order under Amec Foster Wheeler's Bureau of Indian Affairs (BIA) IDIQ contract, Mr. Howey led the Amec Foster Wheeler Team through the revision and exercising of Emergency Action Plans (EAPs) for Willow Creek and Wild Horse Dams. Services included revision and updating of the existing EAPs, facilitation of planning conferences and Tabletop exercises. Exercises involved Tribal staff and local responders so that they were familiar with the EAP and better understood their responsibilities during an emergency event. After Action Reports (AAR) were developed that summarized major issues discovered during each exercise. Exercises and AARs were completed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP) guidelines.

Santa Rosa Levee Geotechnical Independent Technical Review, JE Fuller Hydrology & Geomorphology, Inc., Maricopa, Arizona. Project Manager, Lead Technical Investigator | Amec Foster Wheeler, in conjunction with JE Fuller, was retained by the Maricopa Flood Control District to execute a desktop independent technical review of the existing Santa Rosa Levee data. Amec Foster Wheeler's principal focus was execution of a visual walking inspection to document the existing condition of the levee and to assess the geotechnical merits and deficiencies of existing data. The basis of the review was Title 44, Code of Federal Regulations Section 65.10 which outlines the minimum standards for FEMA levee accreditation inclusive of embankment and foundation stability and settlement. Amec Foster Wheeler successfully on schedule and under budget delivered an evaluation of existing data as to whether the investigation and calculations used were reasonable and complete and whether the conclusions drawn within them were definitive or lacking, articulated other recommended actions necessary to improve the assessment of the levee, and set forth a position for the owner as it concerns the levee.

Roller Compacted Concrete Dam Design – Oak Street Detention Basin & Storm Drain Design Project, Flood Control District of Maricopa County, Arizona. Project Manager & Risk Assessment Facilitator | Amec Foster Wheeler's involvement in this project began after the 90 percent design had been completed by the client's prime design team. At the 90 percent level it was determined that a risk assessment was necessary to assist in the selection of the preferred dam design alternative. Amec Foster Wheeler was retained for the services of Mr. Howey to facilitate a Failure Modes & Effects Analysis workshop which resulted in the selection of a 14 foot high, 825 foot long roller compacted concrete (RCC) dam section. Amec Foster Wheeler remained engaged in the project providing RCC design analysis, RCC mix designs, and dam design direction to the prime designer in support of the overall project design effort. Amec Foster Wheeler also developed foundation excavation/preparation and RCC construction specifications.

Pass Mountain Diversion Channel Pass Mountain Diversion Levee Certification, Flood Control District of Maricopa County, Maricopa County, Arizona. Senior Technical Reviewer | Amec Foster Wheeler was retained to evaluate the 6,800 feet long, 21 foot high embankment levee that protects portions of east Mesa along the Pass Mountain Diversion channel which outlets to the Signal Butte Flood Retarding Structure (FRS). As part of FEMA's Provisionally Accredited Levee (PAL) mandate, Amec Foster Wheeler evaluated the certifiable status of this structure. The evaluation criteria followed the National Flood Insurance Program levee requirements established in Title 44, Code of Federal Regulations Part 65.10 (44 CFR 65.10). The levee and the diversion channel were surveyed and the terrain data obtained from the county was updated accordingly. The existing hydrologic analysis for the Spook Hill ADMP Update was used. HEC-RAS and FLO-2D hydraulic models were developed to perform the hydraulic analyses and assess the levee freeboard adequacy. The greatest challenge for this project was to simulate the complexity of flow conditions along the levee considering factors such as the offsite flow collected laterally along the entire length of the structure and the effect of the drop structures in the parallel collection channel. The project was completed in 2011 and resulted in the accreditation of the levee by FEMA.

USDA-Natural Resources Conservation Service (NRCS), Nationwide – A-E Indefinite Delivery Indefinite Quantity (IDIQ) for Dam Assessments, Design, Design Review and Construction Management. Program Manager | Amec Foster Wheeler has been successfully supporting the NRCS since 2009 with the nationwide IDIQ performing engineering consulting services in the disciplines of civil design, geotechnical, hydrology, hydraulics, survey, LiDAR, environmental science, and construction management. Amec Foster Wheeler's leadership and experience in managing large, complex multi-discipline contracts through nationwide coordination and execution has made NRCS's experience with Amec Foster Wheeler outstanding. Amec Foster Wheeler has successfully managed over 60 Task Orders covering a total of 18 states, stretching from California to Massachusetts to Florida and totaling more than \$18M in fees.

Agua Fria Levee Reaches 1 through 4, East Side – FEMA Certification, Flood Control District of Maricopa County, Arizona. Senior Technical Reviewer | FEMA requested that the levee reaches 1 through 4, located along the east bank of the Agua Fria River, be investigated and reaccredited as meeting the criteria of 44 CFR 65.10. Amec Foster Wheeler was retained by the Flood Control District of Maricopa County to evaluate, through engineering studies and calculations, if the structure is acting as a levee to certify that the structure was compliant with the established FEMA levee criteria. Amec Foster Wheeler tasks include collection and review of existing data, slope stability and seepage engineering analyses, and completion of field reconnaissance to demonstrate that the requirements of 44 CFR 65.10, embankment and foundation stability, and settlement, were being met.

Camelback Ranch Levee South – FEMA Certification, Flood Control District of Maricopa County, Maricopa County, Arizona. Senior Technical Reviewer | FEMA requested that the 3700 foot long, 20 foot high levee, located along the east bank of the Agua Fria River, be investigated and reaccredited as meeting the criteria of 44 CFR 65.10. Amec Foster Wheeler was retained by the Flood Control District of Maricopa County to evaluate, through engineering studies and calculations, if the structure is acting as a levee to certify that the structure was compliant with the established FEMA levee criteria. Amec Foster Wheeler tasks included collection and review of existing data, slope stability and seepage engineering analyses, and completion of field reconnaissance to demonstrate that the requirements of 44 CFR 65.10, embankment and foundation stability, and settlement, were being met.

Levee Certification of the Wichita Valley Center Local Flood Control Project, City of Wichita, Kansas. Senior Technical Reviewer | For the evaluation of approximately 97 miles of levee system to determine compliance with FEMA's 44 CFR 65.10 criteria. Project consists of a multidisciplinary evaluation of flood control system including a visual assessment, hydrologic and hydraulic investigation of over 120 miles of riverine system and for 80 interior drainage structures, geotechnical analysis, embankment protection analysis, 6 pump station assessments, and the development of "as-is" plans and updating the O&M Manual. As part of this project eight areas were identified as requiring remediation prior to certification. The remediation has been completed and the final certification package is currently under FEMA review.

Cave Buttes Dam Modification Design, URS Corporation, Maricopa County, Arizona. Dam Safety Engineer | Amec Foster Wheeler provided geotechnical investigation and laboratory testing services in support of the Cave Buttes Dam Modification Design Project. The primary goal of the Project was to design and implement measures to remediate the Main Dam and Dikes 1 and 2 in order to mitigate all identified potential failure modes. Amec Foster Wheeler completed surface seismic geophysical investigations at the project site and provided interpretations of the data to provide depth of bedrock at the dam and depths of selected velocities in bedrock. Amec Foster Wheeler also managed and executed the subsurface drilling program where ODEX drilling methods were utilized in the upper alluvium and HQ coring techniques for bedrock coring. Amec Foster Wheeler oversaw the completion of downhole geophysical logging (induction conductivity, neutron, natural gamma, gamma-gamma, and spherical density)

borehole diameter measurements using caliper methods and video borehole logging. Packer testing and construction of standpipe piezometers was also completed under Amec Foster Wheeler direction and supervision.

Magma Flood Retarding Structure Rehabilitation Design Project, Magma Flood Control District, Pinal County, Arizona. Client Service Manager/Dam Safety Engineer | Amec Foster Wheeler successfully executed a final design effort under an extremely aggressive schedule to meet 2010 Natural Resource Conservation Service (NRCS) funding availability. Meeting the aggressive schedule allowed the Magma Flood Control District an opportunity to secure \$10 million in Federal cost share funding. Final design activities completed under Amec Foster Wheeler's leadership include; supplemental geotechnical investigations for FRS, foundation characterization, borrow suitability, and auxiliary spillway erosion, FRS and channel hydrologic analysis, land right review and right-of-way acquisition documentation, Clean Water Act 404 Nationwide and Individual Permit acquisition, structural analysis and design of a principal outlet pipe extension, impact basin outlet structure, construction plans, general and special provision construction specification documents, engineer's cost estimate, construction quality assurance plan, operations and maintenance plan, Emergency Action Plan update, bid package assembly, and technical support during bid advertisement, agency and sponsor coordination, and state dam safety regulatory permitting. Amec Foster Wheeler will remain engaged in the project through construction delivering materials testing, inspection, post design support, and direction of the overall Quality Assurance program.

McMicken Dam Land Subsidence and Earth Fissure Instrumentation & Monitoring, Flood Control District of Maricopa County, Maricopa County, Arizona. Project Manager | Since 2006 Amec Foster Wheeler has completed instrumentation and monitoring activities every year resulting in 6 annual monitoring reports. Originally designed by Amec Foster Wheeler, the instrument monitoring program includes instrumentation within the zone of elevated earth fissure risk at the southernmost 1.5 miles of the McMicken Dam as well as along the entire length of the dam and appurtenant structures. Various remote sensing and terrestrial methods of monitoring have been established at the dam which include conventional techniques such as the use of horizontal tape extensometers, optical leveling, GPS survey, ground reconnaissance, and photogeological analysis. Advanced techniques include the processing and interpretation of differential interferograms of repeat-pass, satellite-based synthetic aperture radar data (InSAR), and the prototype installation of rod extensometer displacement sensor systems. Tasks completed annually by Amec Foster Wheeler include the collection and assessment of new and historic data to evaluate the overall performance of the dam.

McMicken Dam Supplemental Geohazard Work Plan and Procedural Documents for Land Subsidence and Earth Fissure Appraisals, Flood Control District of Maricopa County, Maricopa County, Arizona. Project Manager | Amec Foster Wheeler was retained to develop a detailed work plan for the purposes of completing a final design level land subsidence and earth fissure appraisal for McMicken Dam that would be accepted by the Arizona Department of Water Resources (ADWR) and could be utilized by a designer for the overall rehabilitation of the McMicken Dam Project. The work plan was developed by Amec Foster Wheeler through coordination with the District, the District's independent geologic consultant and ADWR for the purpose of building upon the preliminary land subsidence and earth fissure appraisal previously completed by Amec Foster Wheeler. The work plan details tasks required to gather and assess additional data, geomorphologic delineations, photogeologic interpretations, geophysical and test trench investigations, Interferometry (InSAR), geologic reconnaissance, future subsidence prediction, stress-strain modelling and fissure risk zone delineation. Amec Foster Wheeler was also responsible for authoring a detailed Procedural document which outlines the process necessary to sufficiently execute a geohazard investigation and analysis, inclusive of InSAR, geologic investigation and analysis techniques, geophysics, and engineering modelling and analysis.

Powerline, Vineyard Road and Rittenhouse Flood Retarding Structures Rehabilitation or Replacement Project, Kimley-Horn and Associates, Inc., Pinal County, Arizona. Senior Technical Reviewer | Amec Foster Wheeler, as a member of a multidiscipline project team, provided geohazard, geotechnical, and dam safety consultation for the Powerline, Vineyard Road, and Rittenhouse (PVR) Flood Retarding Structures (FRS) project. Amec Foster Wheeler completed a comprehensive subsidence and earth fissure appraisal of the three dam sites for the purpose of developing preliminary earth fissure risks zones. Amec Foster Wheeler also completed an extensive data collection and compilation task which culminated in a comprehensive geotechnical summary report that identified and summarized every geotechnical investigation performed at all three dams since their original design to present day. Both the earth fissure risk zones and the geotechnical information were utilized by the overall consultant team in the development, analysis, and screening of project alternatives. Amec Foster Wheeler provided dam safety consultation for alternative development and analysis through the various levels of alternative refinement and screening.

Bar Boot Dam Assessments and Removal Design for Four Earthen Dams, Bar Boot Ranch, LLC, McNeal, Arizona. Project Manager | Amec Foster Wheeler completed the analysis of four earthen embankments that were built on private property to impound flood waters for the sole purpose of re-establishment of wildlife habitat and groundwater recharge. The Arizona Department of Water Resources (ADWR) identified the dams as jurisdiction and requested that the owner take action to appropriately bring the alleged dams into compliance or remove them in accordance with ADWR rules and regulations. Amec Foster Wheeler was retained to review the existing conditions and independently review the size and downstream hazard potential of the four structures. Subsequent to the independent review Amec Foster Wheeler performed a geotechnical investigation, topographic survey, and prepared plans and specifications to support the removal of the dam either through breaching or enlargement of the existing emergency spillways. The removal designs were successfully submitted and approved by the ADWR.

Buckeye Flood Retarding Structure No. 1 Investigation of Transverse Cracking and Interim Dam Safety Measures, Flood Control District of Maricopa County, Maricopa County, Arizona. Owner Project Manager | Project and contract management for the investigation and mitigation of embankment dam cracking by means of geotechnical investigations and construction of interim dam safety measures. Project included preparation and submittal of Arizona Department of Water Resources application and coordination with the Natural Resources Conservation Service. Technical components included granular filter design, collapsible soil assessment, slope stability, and construction QA/QC.

Eight Dam Assessments, Natural Resources Conservation Service (NRCS), State of Oklahoma. Program Manager | The State of Oklahoma USDA-NRCS selected Amec Foster Wheeler under Amec Foster Wheeler's Nationwide Dam Safety IDIQ contract to complete a Task Order for 8 comprehensive dam assessments for dams within various watersheds throughout Oklahoma. Each of the 45 assessments consisted of data collection and review, physical site inspections of each dam, site surveys (including conventional and bathymetric), detailed hydrology and hydraulics analyses, dam breach analyses, breach inundation mapping, hazard classification evaluation, and completion of NRCS Failure and Risk Indices. Amec Foster Wheeler utilized hydrologic models such as SITES and HEC-HMS to develop inflow hydrographs and to make assessments in accordance with NRCS TR-60 and TR-66 criteria. To ensure each structure met current NRCS criteria and State of Oklahoma dam safety regulations, upon completion of each dam assessment, an engineering study of rehabilitation and improvement options was completed and a conceptual design and preliminary cost estimate was developed.

Forty-one Dam Breach Analysis and Inundation Mapping Project, Natural Resources Conservation Service (NRCS), State of Mississippi. Program Manager | The State of Mississippi USDA-NRCS selected Amec Foster Wheeler under Amec Foster Wheeler's Nationwide Dam Safety IDIQ contract to complete a Task Order for 41 breach analysis and associated inundation mapping for dams located within various watersheds throughout 19 counties in Mississippi. Each of the 41 analysis consisted of data collection and review, survey downstream of each dam within the 100-year

FEMA floodplain, breach hydrograph development, HEC-RAS flood routing, impacted downstream facility identification, breach inundation mapping, and comprehensive report documentation for each dam. Following the dam break analysis a breach inundation map was produced using various ArcGIS tools specifically developed by Amec Foster Wheeler to meet project technical requirements.

Independent Technical Design Reviews of Upper Clear Boggy Creek FRSs Nos. 33 & 34, OK, Fort Worth Design Center - Natural Resource Conservation Service. Geotechnical Engineer | Mr. Howey worked with a team of technical experts in the performance of independent dam rehabilitation design reviews for two embankment FRS structures in the state of Oklahoma. The reviews were completed to ensure that design and construction procedures, and decisions, reflected safety considerations as well as economy. Work tasks associated with the independent reviews utilized the disciplines of geotech, hydrology, hydraulics, and structural engineering to ensure that the designs: addressed all potential dam safety deficiencies, safely and effectively met the stated design objectives, addressed unique site conditions, were consistent with industry dam safety practices, and generally complied with, or had appropriate variances to the more stringent of NRCS or applicable Oklahoma Water Resources Board (OWRB) policies and criteria.

Forty-five Dam Assessments, Natural Resources Conservation Service (NRCS), State of Kansas.

Program Manager | The State of Kansas USDA-NRCS selected Amec Foster Wheeler under Amec Foster Wheeler's Nationwide Dam Safety IDIQ contract to complete a Task Order for 45 comprehensive dam assessments for dams within various watersheds throughout Kansas. Each of the 45 assessments consisted of data collection and review, physical site inspections of each dam, site surveys (including conventional and bathymetric), detailed hydrology and hydraulics analyses, dam breach analyses, breach inundation mapping, hazard classification evaluation, and completion of NRCS Failure and Risk Indices. Amec Foster Wheeler utilized hydrologic models such as SITES and HEC-HMS to develop inflow hydrographs and to make assessments in accordance with NRCS TR-60 and TR-66 criteria. To ensure each structure met current NRCS criteria and State of Kansas dam safety regulations, upon completion of each dam assessment, an engineering study of rehabilitation and improvement options was completed and a conceptual design and preliminary cost estimate was developed.

Magma Flood Retarding Structure (FRS) Dam Emergency Action Plan Implementation – Florence, Arizona.

Project Manager/First Responder | In July 2008, a late evening major rainfall event produced flooding within the Magma watershed and significant runoff into the Magma FRS impoundment. At first notification reservoir levels within the Magma FRS impoundment were remotely monitored real-time by Amec Foster Wheeler. Water levels rose quickly in the reservoir, requiring quick action by Amec Foster Wheeler. At approximately 2:30 am the water level at the principal outlet reached a trigger level and was continuing to rise. This trigger condition required the mobilization of Mr. Howey as an observer to the FRS to evaluate the situation and perform a visual inspection of the dam. Within 45 minutes (by 3:15 am) Amec Foster Wheeler mobilized a dam safety engineer and other support personnel to the FRS and to Amec Foster Wheeler's Phoenix, Arizona office for office based technical and coordination support. Amec Foster Wheeler initiated communications with local emergency personnel and arranged for an on-site meeting to further assess the situation. Amec Foster Wheeler established on-site personnel for 24-hour monitoring of the impoundment area and to monitor any developing areas of embankment distress. Amec Foster Wheeler continued to monitor and coordinate with all local agencies for the next seven days while water levels receded and an "all clear" was declared. Following the event, Amec Foster Wheeler conducted a comprehensive inspection and facilitated an event debriefing in which lessons learned and other relative information was shared. This information was used to provide recommendations to the dam owner for improvements to the EAP, improved communications with emergency management first responders, as well as dam embankment repair recommendations.

McMicken Dam Fissure Risk Zone Instrumentation and Monitoring, Flood Control District of Maricopa County, Maricopa County, Arizona. Project Manager | Construction project management for the installation of 35 tape extensometer monuments and 2 prototype rod extensometer arrays for the monitoring of earth fissures along the downstream side of McMicken Dam. Additional activities included implementation of a Time Domain Reflectometry (TDR) data collection system for the real-time monitoring of earth fissures and ground strain.

Lower Lebanon Dam, Seismic Stability Feasibility Study, Lebanon Reservoir & Ditch Company, Safford, Arizona. Principle Regulatory Investigator | Feasibility level seismic assessment of seismic hazard identification, foundation soil susceptibility to liquefaction, and seismic slope stability.

Lyman Dam Rehabilitation Project, Lyman Water Company, Springerville, Arizona.

Technical Regulatory Reviewer | Regulatory oversight of Arizona Department of Water Resources application for embankment dam rehabilitation. Technical components included slope stability, seepage assessment and monitoring, construction embankment settlement monitoring, and construction QA/QC.

Magma Flood Retarding Structure Watershed Plan/Environmental Assessment (Plan/EA), Magma Flood Control District, Florence, Arizona. Client Manager & Technical Reviewer | Key NEPA compliant, Plan E/A components, completed under Amec Foster Wheeler's leadership included data collection and review, geotechnical investigations, geohazard appraisals, hydrologic engineering studies (SITES & HEC-RAS), steady and unsteady flow modeling, breach and inundation modeling, water resource planning, environmental, cultural, and biological assessments, state and federal agency coordination, economics analysis for flood damage determinations and cost benefit, and public meeting participation. These studies culminated in alternatives development, selection of a preferred NED plan alternative, and 15 percent design. Alternatives considered and analyzed included levees, dams, flood control channels, flood control basins, and associated ancillary structures.

McMicken Dam Principal Outlet Transverse Cracking Interim Dam Safety Measure Design, Flood Control District of Maricopa County, Maricopa County, Arizona. Project Manager | Project components included compilation of all data related to previous investigations and to prepare a design for an interim dam safety measure intended to correct an unprotected transverse crack dam safety deficiency at the principal outlet. Mr. Howey managed the design and design plan, specifications and a quality assurance plan, preparation in accordance with ADWR dam safety requirements. Design components included the use of a geotextile and granular upstream filter blanket for mitigation of failure through transverse cracks and the installation of an upstream principal outlet structure concrete cut-off. Engineering assessments included seepage analysis, slope stability analysis, filter design, and cost estimating.

Phoenix North Detention Dam No. 7 Rehabilitation Project, City of Phoenix Street Transportation Department, Phoenix, Arizona. Task Manager | Activities included geotechnical component design for the rehabilitation of an existing homogeneous, single purpose flood control dam in accordance with the Arizona Department of Water Resources application requirements. Technical activities included granular filter design and embankment reconstruction and repair. Rehabilitation is required to mitigate embankment cracking, poor embankment construction in the vicinity of the left abutment, and surface erosion.

Plains LPG Brine Ponds No. 1 & 2 – Emergency Action Plan, Plains LPG Services, L.P., Maricopa County, Arizona. Project Manager | Project components included the development of an Emergency Action Plan (EAP) for two contiguous 23 foot high embankment dams to minimize the potential for downstream impacts as a result of catastrophic dam failure. The EAP included procedures that establish timely and reliable recognition of emergency events, procedures for notification and hierarchy, instructions for flood operations, and provisions for materials and labor for use in an emergency. The EAP followed FEMA 64 guidelines by including an emergency notification flowchart, emergency detection, evaluation and classification of responsibilities, and dam breach inundation maps. Amec Foster Wheeler utilized HEC-RAS to analyze and determine downstream inundation areas from a dam breach.

Powerline FRS Earth Fissure Mitigation Interim Dam Safety Measure Design Project, Flood Control District of Maricopa County, Arizona. Project Engineer | Previous geologic hazard investigations of Powerline FRS, completed by Amec Foster Wheeler in 2007, documented an earth fissure normal to and downstream of the dam. Significant cracks in the FRS embankment were also detected and documented by Amec Foster Wheeler within this area. An extensive geotechnical investigation of the area where the earth fissure was encountered, as well as other areas, was completed by Amec Foster Wheeler to further investigate the extent and nature of the documented earth fissure, and its influence on the safety of the dam. The investigation concluded the known earth fissure at Station 115+10 is likely present at the downstream toe of the embankment and is likely present underneath the FRS embankment. In response to these findings Amec Foster Wheeler led a Failure Modes and Effects Analysis (FMEA) to assess the qualitative risk associated with subsidence and earth fissuring, and to identify interim and long term remediation options to reduce the risk associated with earth fissuring. Conclusions of the FMEA identified realignment of the FRS to bypass the higher fissure risk zones as the most favorable alternative. Final design of the alternative included completion of a comprehensive geotechnical investigation of the proposed realigned section alignment foundation, development of the embankment design, including construction plans, construction specifications, an engineers cost estimate, and a construction quality assurance plan. The interim dam safety measure design was completed in accordance with Natural Resources Conservation Service (NRCS) design criteria and approved by the Arizona Department of Water Resources. Completion of the design in accordance with NRCS criteria allowed the District to pursue funding of the project from NRCS.

Reservoir Dam Assessment Program, City of Phoenix Water Services Department, Phoenix, Arizona.

Project Manager/Client Manager | Amec Foster Wheeler was awarded in the fall of 2010 a City of Phoenix Water Services Department contract to provide dam safety engineering consulting services for eight dam sites in a phased approach between 2010 and 2013. The first of the eight sites to be assessed is the 1-ES3 (South Mountain) site, with the additional sites assessed in the following two years. The project has included inventory and assessment of each of the reservoir sites, preparation of all documentation necessary to obtain a license to operate from the Arizona Department of Water Resources Dam Safety Section, and development of an overall dam safety program guide. Specific dam safety engineering tasks that have been performed include; structural assessments, geotechnical investigations, hydrology and hydraulic assessments, slope stability analysis, Failure Modes Analysis risk assessments, dam breach inundation mapping, Emergency Action Plan development, recommendations for repair and rehabilitation, and development of Operations & Maintenance plans. Future tasks will include establishment of an overall dam safety program for the City of Phoenix to assist in management of their overall reservoir portfolio. Mr. Howey also acted as the principal facilitator of the Failure Modes & Effects Analysis workshops.

Rio Salado Dam, Tempe Centre for the Performing Arts, Site Remediation Project, City of Tempe, Tempe, Arizona.

Technical Regulatory Reviewer | Regulatory review and oversight of Arizona Department of Water Resources application to remediate future building foundation soils adjacent to dam and reservoir including the relocation of a 108-inch RCP storm drain pipe. Technical components included slope stability, seepage assessments, foundation design, geo-grid soil reinforcement, and construction QA/QC.

Saxonville Levee Certification, Framingham, Massachusetts. Senior Technical Reviewer. Amec Foster Wheeler was selected by the Town of Framingham, Massachusetts for a comprehensive levee certification project. Amec Foster Wheeler provided engineering and other studies intended to gain certification of the Saxonville Levee system in accordance with the design and operation criteria developed by FEMA (44 CFR 65.10) and the U.S. Army Corps of Engineers. This included evaluations to determine what parts of the levee system could be certified, request to FEMA for certification, and identification of any deficient parts of the levee. Amec Foster Wheeler conducted hydraulic analysis and geotechnical analysis of the levee, and provided mechanical and electrical certification indicating that the operational components of the levee system are working properly and are adequately sized to accommodate design capacity requirements.

Smucker Park Dam, Dibble & Associates, Inc./Yuma Flood Control District, Yuma Arizona.

Project Engineer | Activities included geotechnical component design for a 30 foot high flood control embankment dam in accordance with the Arizona Department of Water Resources application requirements. Technical activities included granular filter design, dam penetration design, seismic earth pressure determination, and design plans and specifications.

Spook Hill Flood Retarding Structure and Red Mountain Freeway Levee Dam Design, Stanley Consultants, Inc./Arizona Department of Transportation, Mesa, Arizona. Project Engineer | Design for the mitigation of embankment dam cracking of Spook Hill FRS and design of the soil cement Red Mountain Freeway Levee Dam. Activities included the preparation and submittal of Arizona Department of Water Resources application and coordination with the Arizona Department of Transportation, the Flood Control District of Maricopa County, and the Natural Resources Conservation Service. Technical components included granular filter design, dam penetration design, seepage analysis, slope stability, design plans and specifications, soil cement design, erodibility assessments, and construction QA/QC.

Upper Lake Mary Dam, Principal Outlet Mitigation Project, City of Flagstaff, Flagstaff, Arizona. Technical Regulatory Reviewer | Regulatory design review and oversight of Arizona Department of Water Resources application to alter an embankment dam. Activities included the design and implementation of a principal outlet annulus grouting program, filter design, and earthwork construction for mitigation of a deteriorated principal outlet conduit.

Vineyard Road Flood Retarding Structure, Embankment Cracking Investigation, Flood Control District of Maricopa County, Maricopa County, Arizona. Technical Regulatory Reviewer | Regulatory oversight of geotechnical investigation of transverse and longitudinal embankment cracking by means of collapsible soil and slope stability characterization and assessments.

Wikieup Levee and Diversion Rehabilitation Project, Mohave County Public Works, Mohave County, Arizona.

Project Manager | Geotechnical investigation and assessment of the existing Wikieup Levee and Stream Diversion Structure. Amec Foster Wheeler performed a drilling, laboratory, and geophysical geotechnical appraisal for the purpose of providing recommendations to be considered during the development, analysis and selection of rehabilitation alternatives. The investigation was conducted by Amec Foster Wheeler to evaluate the existing condition of the levee, including the embankment, foundation, and potential borrow materials. Engineering analysis performed included seepage analysis, slope stability, settlement, excavatability determination, and borrow source identification. Recommendations were used to assess the condition of the levee in accordance with FEMA levee certification criteria 44 CFR 65.10 and to establish criteria for modifications to the levee and a diversion structure.

Wittmann Area Drainage Master Plan, Entellus, Inc./Flood Control District of Maricopa County, Maricopa County, Arizona. Project Manager | Project components included evaluation of regional land subsidence and earth fissure risks associated with McMicken Dam, McMicken outlet channel, and outlet wash. Geologic hazard assessment tools utilized included conventional low-sun angle aerial photography, InSAR satellite imagery, geologic mapping, geophysical surveys, field investigations, and computer land subsidence modeling. Additionally, provided dam technology and flood control advisement during the development, analysis, and screening of alternatives for the overall rehabilitation or replacement of the 10-mile-long earthen dam. Further activities include geotechnical appraisals of the project area to ascertain the depth of moisture-sensitive soils along the dam alignment.

PLANNING, ASSESSMENT AND DESIGN – FLOOD CONTROL

Tierra del Rio Flood Mitigation Project, JE Fuller Hydrology & Geomorphology, Bullhead City, Arizona.

Senior Technical Reviewer | Amec Foster Wheeler executed a geotechnical investigation and analysis of the project site to assist with the design of flood mitigation improvements within and adjacent to the Tierra del Rio subdivision. The proposed flood control improvements consist of a series of in-line basins designed to control runoff by detaining floodwater within the basins and releasing the water through ungated drainage pipes and weirs. The retention basins will be on the east side of the subdivision, and floodwater will be released into two drainage easements that flow into East Primavera Loop, an existing roadway within the development. The project also includes modifications to the cross-sectional areas of two local roadways to improve the conveyance of floodwater along the roads. The purpose of this investigation was to examine the geotechnical profile beneath the project site and to evaluate the engineering properties of the subsurface materials. This information was used to prepare recommendations related to site grading, excavation, basin design, structure support, infiltration rates, and slope stability.

Buckeye Flood Retarding Structure No. 1 Rehabilitation Planning Project, Flood Control District of Maricopa County, Maricopa County, Arizona. Owner Project Manager | Activities included project and contract management for development of Natural Resources Conservation Service (NRCS) application for federal assistance under the PL-472 Dam Rehabilitation Program and the commencement of a NRCS Supplemental Watershed Plan and Environmental Assessment document for the overall rehabilitation or replacement of the single purpose flood control dam. Technical activities included scope of work development, hydrology, hydraulics, steady and unsteady flow modelling, water resource planning, environmental & cultural assessment, land subsidence, collapsible soils, embankment cracking, landscape aesthetics, multi-use incorporation, public safety, public outreach, state and federal agency coordination, and cost benefit economic analysis.

Cave Buttes & Adobe Flood Control Dams, Emergency Action Plan Update, Flood Control District of Maricopa County, Maricopa County, Arizona. Owner Project Manager | Project and contract management for the development of Emergency Action Plan updates in accordance with applicable Arizona Department of Water Resources dam safety requirements.

Dam Safety and Dam Construction Inspections: Regulatory Engineer, Arizona Department of Water Resources, Office of Water Engineering Dam Safety Section, Arizona. Dam Safety Engineer | Performed more than 100 dam safety flood control and permanent storage facilities owned and operated by public and private entities. Inspections included identification and assessment of seepage, slope stability, embankment and spillway erosion, settlement, adverse vegetation identification, outlet inspection (visual and remote video), and appurtenant structure safety reviews. Typical structure types included homogeneous and zoned earthen embankment dams, concrete arch dams, masonry/concrete gravity dams, and rubber inflated dams.

Dam Safety Program Planning, City of Phoenix, Phoenix, Arizona. Project Management & Technical Advisement | Formulated, negotiated, and implemented an approved Resolution and Intergovernmental Agreement between the City of Phoenix and the Flood Control District of Maricopa County. Agreement activities provided for assistance for the Phase I Structures Assessment of four single purpose flood control dams, technical advisement on the development of a self-sustaining Dam Safety Program, and assistance in the identification and resolution of dam safety issues.

Embankment Dam Utility Penetration Guidelines, Flood Control District of Maricopa County, Maricopa County, Arizona. Owner Project Manager | Project and contract management for the development of a Phase II special study standard guideline that details state of the practice design procedures and requirements necessary for the design and construction of utilities across flood control dams, impoundment areas, and adjacent right-of-ways operated and maintained by the Flood Control District of Maricopa County. Activities included coordination with the U.S. Army Corps of Engineers, the Natural Resources Conservation Service, and the Arizona Department of Water Resources; public and industry outreach, workshop coordination; scope of work development; and qualitative risk assessments.

Gila River Bank Protection Pre-design Project Preliminary Geotechnical Investigation, Perryville Road to Citrus Road, Stantec Consultants, Inc./Flood Control District of Maricopa County, Maricopa County, Arizona. Project Manager | Project activities included a geotechnical investigation to characterize geotechnical conditions that should be considered during pre-design of a bank protection system along the north side of the Gila River. Results of Amec Foster Wheeler's site investigations, geological and geotechnical conditions observed along the bank, results of geological and engineering analyses, and discussions of foundation design considerations were provided.

Oklahoma LiDAR Acquisition for Various Watersheds, Natural Resources Conservation Service, multiple counties, Oklahoma. Project Manager | Amec Foster Wheeler and our LiDAR subcontractor Merrick & Company were contracted by the state of Oklahoma NRCS office to perform a LiDAR (Light Detection And Ranging) topographic survey covering 9,370 square miles. The project area consisted of one major site of 9,209 square miles and 4 smaller sites comprising approximately 161 square miles. The purpose of the project was to produce 2-meter accuracy high-resolution topographic data for use in planning, design, and research. Aerial acquisition was completed during a "leaf-off" condition between the months of January and March 2010. Amec Foster Wheeler's survey crew obtained GPS ground check points for use during LiDAR processing and for quality assurance purposes. A total of 838 ground points were collected concurrent to the aerial data acquisition. To meet project schedules, LiDAR was acquired during the day and night. In the end the project was completed on schedule, on budget, and with no lost time injuries with nearly 2 Terabytes of data delivered to the Oklahoma NRCS.

Preliminary Hawk Rock Earth Fissure Risk Evaluation, Flood Control District of Maricopa County, Maricopa and Pinal Counties, Arizona. Project Engineer | Project components included the preliminary delineation of earth fissure and ground subsidence risks within an area under consideration for the siting of storm water conveyance and detention facilities receiving flow from the Meridian Channel in the vicinity of Hawk Rock. Results of the geologic hazard evaluation were utilized in the development of preliminary design strategies for channels and basins in the identified earth fissure risk zones. Conceptual design alternatives were established and supplemented by recommendations regarding actions deemed appropriate to detect and reduce the potential consequences of future earth fissure formation and subsidence within regions of elevated risk.

Roadway Culvert Analysis and Repair Design Project, Arizona Army National Guard, Florence, Arizona. Assistant Project Manager and Project Engineer | Project tasks included the completion of a surface hydrologic analysis along a 3-mile-long unimproved roadway to determine the adequacy of 10 existing CMP drainage culverts and determine the need for additional engineered flood water conveyance solutions or non-structural improvements to allow for the safe passage of a 6-hour, 25-year runoff storm event. Activities included data collection, conditions and adequacy assessment of the existing drainage features and structures, design plans and specifications for required rehabilitation and construction of drainage facilities and calculation of a cost estimate for future implementation of recommended solutions.

Siphon Draw Drainage Improvement Project, Stanley Consultants, Inc./Flood Control District of Maricopa County, Maricopa and Pinal Counties, Arizona. Project Manager | Activities included performing a geotechnical and geologic hazard investigation, contributions to the design plans and construction specifications, and post design construction oversight. Geotechnical project components include investigations for a 3,500 foot long flood control channel and 300 acre-feet basin. The purpose of the geotechnical investigation was to examine the geotechnical profile beneath the site and to evaluate the engineering properties of the subsurface materials. Geologic hazard assessment activities included the investigation of existing earth fissures caused by regional land subsidence and facilitation of a qualitative Failure Modes and Effects Analysis risk assessment. Recommendations were provided for the design of foundations, site grading, construction methods, earth fissure mitigation, and an Operations and Maintenance Plan. Post design construction oversight activities included monitoring the installation of 18,200 square feet of buried 60-mil HDPE geomembrane liner and a 2,500 foot long, 16 feet deep, CLSM cut-off wall.

Various Flood Control Dams, Right-of-Way Review, Flood Control District of Maricopa County, Maricopa County, Arizona. Owner Technical Reviewer | Assessment of potential impacts to safe operation of flood control dams and facilities associated with right-of-way requests related to construction and design of transportation infrastructure; overhead, buried, and underground utilities; construction in flood pool and emergency spillway inundation areas; and impacts of adjacent residential and commercial land development projects.

White Tanks FRS No. 3 Outfall Channel Preliminary Ground Subsidence and Earth Fissure Evaluation Project, Flood Control District of Maricopa County, Maricopa County, Arizona. Senior Reviewer/Client Manager | Project components included the evaluation of the potential impact of ground subsidence and earth fissuring on the future design and operation of the White Tanks FRS No. 3 Outfall Channel Project. The outfall channel begins at the principal outlet of White Tanks FRS No. 3 and extends southerly along the alignment of Jackrabbit Trail where it terminates at White Tanks FRS No. 4, just south of Interstate 10. Recommendations were provided for consideration related to the potential impact of ground subsidence and earth fissuring on the future design and operation of the project and mitigation alternatives in fissure risk zone areas.

GEOTECHNICAL ENGINEERING TRANSPORTATION

Statewide On-call Services for Projects on State Highways, Arizona Department of Transportation, Arizona.

Contract/Program Manager | Amec Foster Wheeler executed 10 Task Orders under this contract. Projects have included subsurface investigations for ADOT projects throughout Arizona and provided support as an extension to ADOT staff. Amec Foster Wheeler has provided equipment necessary to perform the field investigations, including drilling rigs for boreholes and backhoes to excavate test pits, provided qualified personnel to direct the field investigations, obtained permits and clearances, performed investigations and site characterizations as required for specific projects, including sampling, sample handling, and documentation, laboratory testing, authored final reports to present site conditions and recommendations for structure, roadway, and pavement designs, and prepared invoices documenting pay items in accordance with ADOT billing standards. Task Orders completed have included: US60 Rockfall Mitigation Near Queen Creek Tunnel; I-40 Frontage Road Rockfall Mitigation Design; Little Hell's Canyon Dam PDS; DMS Sites Seismic Refraction; SR89 Road 4 North Intersection; SR76 Coronado Wash Bridge; SR89 Perkinsville Road Intersection; US93 Kingman-Wickenburg Highway Project; US93 Suspected Subgrade Issues; and SR90 San Pedro River Bridge.

Statewide On-call Services for Subsurface Investigations, Arizona Department of Transportation, Arizona.

Contract/Program Manager | Amec Foster Wheeler executed 19 Task Orders under this contract. Projects have included subsurface investigations in support of statewide transportation projects. Amec Foster Wheeler has performed field investigations, laboratory testing, authored final reports to present site conditions and recommendations for structure, roadway, and pavement designs, and prepared invoices documenting pay items in accordance with ADOT billing standards.

Ajo Way (SR 86) Traffic Interchange at Interstate-19, Tucson, Arizona.

Contract Manager | The project extends approximately 1½ miles along I-19 and approximately ¾ miles along Ajo Way. The Ajo Way TI is located in a congested urban setting with significant challenges associated with existing utilities, residential and business land use, and heavy traffic. The reconstruction required construction of three roadway bridges, including a bridge across the Santa Cruz River and one over I-19 for Ajo Way, founded on drilled shafts due to the high loads and potential scour at the river bridge. A pedestrian bridge over I-19 was supported on shallow spread footing foundations. The project required nine retaining walls (approximately 6,500 feet long), three sound walls (approximately 7,000 feet long) and one combination wall (approximately 470 feet long). The retaining walls vary in height from 4 to 30 feet. Amec Foster Wheeler overcame the challenges to complete the work on time and within budget.

SR 303L – El Mirage Road TI, Peoria, Arizona.

Contract Manager | for the geotechnical investigation and design for the traffic interchange improvements at SR 303L, an interstate type freeway, and El Mirage Road. The project consisted of two parallel two-span bridge structures founded on drilled shafts at the abutments and spread footings at the piers to elevate the SR 303L over El Mirage Road. In addition to the bridge the project consisted of retaining walls and sound walls founded on spread footings. Pavement design, consisting of both asphaltic concrete and PCCP, was completed for approximately 1 mile of mainline roadway improvements plus ramps in all four quadrants of the TI.

SR 143, Sky Harbor Blvd Traffic Interchange, ADOT, Phoenix, Arizona.

Contract Manager | Geotechnical Engineering and Pavement Design Services were provided for the reconstruction of a fully directional traffic interchange. The project had several challenging geotechnical issues, including shallow, steeply-dipping bedrock of variable composition and a groundwater table that varies in response to flows within the adjacent Salt River. The foundations for the planned new structures were evaluated using Load and Resistance Factor Design (LRFD) methodologies. The geotechnical investigation activities were permitted and performed to minimize disruptions to the roadway users and Phoenix Sky Harbor International Airport flight and parking operations.

SR 24 – Gateway Freeway – SR 202L to Ellsworth Road, Maricopa County, Arizona.

Contract Manager & Senior Technical Reviewer | The project consists of roadway improvements associated with the construction of Phase I of the system traffic interchange between SR 24 and SR 202L. The construction includes directions ramps between SR 24 and SR 202L as well as the segment of SR 24 from SR 202L to Ellsworth Road. The improvements consisted of seven bridges with two bridges over ½ mile long. Amec Foster Wheeler performed a full-scale drilled shaft load test to optimize the drilled shaft design and reduce construction costs. The roadway improvements included design of asphaltic and portland cement concrete. The project included the design, performance and analysis of a full-scale drilled shaft load test that resulted in over \$1 million savings to the project.

GEOTECHNICAL ENGINEERING – EXCAVATION & SUPPORT SYSTEMS

All State Self Storage, Buesing Corporation, Phoenix Arizona.

Project Manager | Design and consultation during construction of a 8 foot high by 275 foot long soil nail and shotcrete faced excavation support system. Support system designs included accommodations for adjacent buried utilities.

Banner Thunderbird Medical Center Parking Structure, Buesing Corporation, Glendale Arizona.

Project Manager | Design and consultation during construction of a 20 foot high by 325 foot long soil nail and shotcrete faced excavation support system. Support system designs incorporated the surcharge resulting from an adjacent fire lane traffic way and accommodations for adjacent buried utilities.

Corriente Condominiums, Buesing Corporation, Scottsdale Arizona.

Project Manager | Design and consultation during construction of a 15 foot high by 630 foot long soil nail and shotcrete faced excavation support system. Support system designs incorporated the surcharge resulting from an existing arterial roadway within 5 feet of the excavation edge.

Pinnacle at Kierland Phase IV, Buesing Corporation, Scottsdale Arizona.

Project Engineer: Design and consultation during construction of a 28 foot high by 300 foot long soil nail and shotcrete faced excavation support system.

San Ramon Creek Sheet pile Wall Soil Anchor Repair Project, Natural Resources Conservation Service, Alamo, California. Program Manager | Amec Foster Wheeler was retained by the Californian NRCS to execute a sheet pile wall stabilization project along San Ramon Creek, Alamo, CA. The project included 3 phases of engineering work to

install a replacement soil anchor/whaler system on an existing sheet pile wall to restore lateral support. Activities performed by Amec Foster Wheeler included site visits, surveys, review of existing data, collection of additional geotechnical information, design analysis, preparation of construction drawings, specifications and bid schedule for use in a the federal construction contract. Amec Foster Wheeler also provided oversight and inspection during construction to confirm installation of the replacement soil anchors and whaler system were completed in accordance with the design requirements, drawings and specifications.

Sheraton Downtown Phoenix Hotel, Buesing Corporation, Phoenix, Arizona.

Project Engineer | Design and consultation during construction of a 36 foot high by 1,500 foot long soil nail and shotcrete faced excavation support system. Several of the walls were constructed adjacent to existing adjacent drilled shaft foundations and existing buried utilities. Consideration in the design was required for these existing structures. Construction plans and specifications were successfully reviewed and approved by the City of Phoenix.

Summit at Copper Square, Buesing Corporation, Phoenix, Arizona.

Project Engineer | Design modification and consultation during construction of an 18 foot high combination temporary soldier beam and soil nail shotcrete faced excavation support system. Design modifications included the incorporation of seven 5 foot diameter reinforced concrete caissons within the soldier beam wall alignment.

W Hotel and Residences, Buesing Corporation, Scottsdale, Arizona.

Project Engineer | Design and consultation during construction of an 18 foot high by 1,200 foot long soil nail and shotcrete faced excavation support system. Support system designs incorporated the surcharge resulting from the use of a concrete pump truck within 4 feet of the excavation edge.

GEOTECHNICAL ENGINEERING – SITE CHARACTERIZATION & GEO-DESIGN

Geotechnical Site Characterization, Wastewater System Expansion Program (WWSE), Lake Havasu City, Arizona.

Project Manager | Activities included the completion of 98 borings and associated laboratory testing along the proposed alignment of approximately 38 miles of sanitary sewer. Recommendations were provided for man-hole and pump station foundations, anticipated foundation settlements, excavatability, backfill requirements, trench wall stability, and special treatment recommends for expansive soils, collapsing soils, man-made fills and other moisture-sensitive materials that were present beneath the site.

Wastewater Sewage Lagoon Improvement - Investigation, Design, and Quality Assurance Materials Testing, Laughlin AFB, Texas. Sr. Geotechnical Engineer

| Amec Foster Wheeler led the field investigation, design, permitting, and construction materials quality assurance for renovation of a wastewater sewage lagoon at Laughlin AFB. Amec Foster Wheeler's scope of services included: field investigations, field and laboratory soil testing, repair/remediation design, plans and specifications; engineering quantity estimates; regulatory permitting; construction quality assurance; and, development of pollution prevention measures. The design documents, specifications, and Quality Assurance Plan (QAP) were developed following USACE criteria and approved by the Tulsa District Geotechnical Branch.

ENVIRONMENTAL HEALTH & SAFETY (EHS)

De-Install 6D Program, Intel Corporation, Arizona.

Contract/Client Manager | Banda Group provided full-time and emergency response EHS professionals during all demolitions of any semiconductor manufacturing tools, equipment, or construction materials that previously came in contact with any chemicals. All materials were classified as hazardous and required special attention to safety. Safety inspection and monitoring and approval sign-offs were completed to ensure no hazardous materials or energies remained after demolition/deinstallation and that all contaminated materials were properly handled and

disposed.

Eagle FAB Construction EHS, Intel Corporation, Arizona.

Contract/Client Manager. Banda Group provided EHS SSP support for full time construction safety implementation during the base build construction at the Intel Ocotillo Eagle FAB. Construction activities were associated with large industrial complex construction including earthwork, cast-in-place concrete, multi-story steel erection, and MEP. Principal activities included monitoring, inspection, coaching, and corrective actions of all safety aspects involving people, environment, equipment, materials and processes.

New Worker Site Safety Orientation, Okland Construction Co., Taiwan Semiconductor (TSMC) FAB 21 Construction, Arizona.

Contract/Client Manager | Banda Group managed and delivered all aspects of the TSMC FAB 21 construction project in north Phoenix. Activities included managing the intake, registration, training, and badging of all workers before they could enter the site. Approximately 200-300 workers were trained and badged daily. Since late 2021 over 20,000 workers have been through the orientation. Training was completed in person and virtually and delivered in three languages: English, Spanish, and Mandarin.

Equipment Sign Off (ESO) Training & Certification Training Program Development, Samsung Semiconductor Austin, Texas.

Contract/Client Manager | Banda Group provided EHS consultant expertise in the development of Samsung's Austin and Taylor, Texas FAB ESO program. Initial activities included a review and benchmarking of current practices against industry standard semiconductor ESO program documentation requirements. Benchmarking involved the review of existing policies/procedures, staff interviews, and ESO implementation observations. The outcome of the effort was a three day, 275 PowerPoint training program.

Site Safety Professional (SSP) Wind Turbine Construction & Repair, General Electric (GE) On-shore Wind Renewables Division, Nationwide.

Contract/Client Manager | Banda Group deployed EHS SSPs nationwide to remote wind turbine sites in support of construction and maintenance activities. Responsibilities included fulltime safety monitoring via field walks and tower climbs to proactively manage site safety risks through hazard identification, hazard control, and coaching to crews and workers. Additional activities included site orientation, tailgate safety meetings, LOTO energy isolation training and administration, fall protection inspection and rescue safety plan and drills, EHS reporting, and incident inspection/documentation.

EHS Site Safety Professional (SSP), GCON Construction Co., Intel Jones Farm FAB, Hillsboro, OR.

Contract/Client Manager | Banda Group provided an EHS SSP for full time construction safety support for small project construction within the FAB. All construction was performed within an active semiconductor environment routinely requiring donning and doffing of clean room garments and PPE. Principal activities included monitoring, inspection, coaching, and corrective actions of all safety aspects involving people, environment, equipment, materials and processes.

GENERAL CONTRACTING

TA-55 Generator Pad Construction Project, TRIAD National Security, Los Alamos, NM.

Mentor Protégé JV MATOC Program Manager | Task Order was awarded to the BGI-GCON JV under the Department of Energy Los Alamos National Laboratory TRIAD General Contracting Small Disadvantaged Business MATOC. Construction involved earthwork generator pad foundation over excavation and replacement with engineered backfill inclusive of several water, sewer and electrical utility relocations. Once site prep was completed a 20' x 40' reinforced concrete pad was constructed.

TA-55 Diesel Tank Removal Project, TRIAD National Security, Los Alamos, NM.

Mentor Protégé JV MATOC Program Manager | Task Order was awarded to the BGI-GCON JV under the Department of Energy Los Alamos National Laboratory TRIAD General Contracting Small Disadvantaged Business MATOC. Construction involved the removal of a 12,000-gallon diesel tank and supporting underground piping, electrical controls, and concrete service pad. Environmental remediation of underlying soils was completed through waste stream sampling, testing, and characterization followed by dig and haul removal techniques.

TRAINING & SEMINARS

- Safety Evaluation of Existing Dams (SEED) Seminar – presented by U.S. Department of Interior Bureau of Reclamation, Denver, CO.
- Seepage for Earth Dams, Advanced Technical Seminar – presented by Association of State Dam Safety Officials, Boulder, CO.
- Technical Seminar on Plans and Specifications Review and Construction – presented by Association of State Dam Safety Officials, Salt Lake City, UT.
- Technical Seminar on Earthquake Engineering for Dam Safety – presented by Association of State Dam Safety Officials, Las Vegas, NV.
- National Dam Safety Program Technical Workshop on Inspection & Assessment of Existing Dams – Seminar presented by Federal Emergency Management Agency, Emergency Management Institute, Emmetsburg, MD.
- National Dam Safety Program Technical Workshop on Addressing Hydraulic Adequacy of Existing Dams – Seminar presented by Federal Emergency Management Agency, Emergency Management Institute, Emmetsburg, MD.

PUBLICATIONS & PRESENTATIONS

- Howey, Brett, (2012), Bar Boot Dams Removal Project, Dam Removal: Aging Infrastructure Option, Workshop Kansas Department of Agriculture – Dam Safety Program Wichita, Kansas.
- Renckly, Tom and Howey, Brett (2009), Spookhill FRS Rehabilitation Project. Proceedings of National Watershed Coalition 11th National Watershed Conference, Wichita, Kansas.
- Howey, Brett and Meyer, William (2008), Levee Certification for FEMA's Flood Maps, American Public Works Association, APWA Reporter, June.
- Howey, Brett and Hansen, Lawrence (2008), Soil-Cement for Erosion Protection of Flood-Control Levee in Phoenix, Arizona, Portland Cement Association, Soil-Cement Solutions publication.
- Howey, Brett, Hansen, Lawrence, and Greenslade, Michael (2007), Soil Cement Rehabilitation of McMicken Dam - a Case Study of a Flood Control Dam in an Earth Fissure Risk Zone, presented at U.S. Army Corps of Engineers Infrastructure Systems Conference, Detroit Michigan, June.
- Howey, Brett (2006), Interim Dam Safety Measures and an Unexpected Centerline Longitudinal Crack at a Desert Southwest Dam, presentation at the Association of State Dam Safety Officials West Regional Conference & Lecture, Overland Park, Kansas.
- Howey, Brett and Lambert, Larry (2005), Affects of Urban Encroachment on Dams in the Desert Southwest. Proceedings of National Watershed Coalition 9th National Watershed Conference, Ft. Mitchell, Kentucky.
- Benoist, Jon, Lawrence, Dan, and Howey, Brett (2002), Lyman Dam Failure Forensics – Avoid Major Design Changes & Costs in Earth Dam Rehabilitation, Proceedings of Association of State Dam Safety Officials Annual Conference & Lecture, Tampa Bay, Florida.

KEVIN JOBES

Senior Project Manager



Kevin has over 26 years of experience in geotechnical engineering, specializing in subsurface investigation, materials testing, and engineering in both field and supervisory roles. His expertise includes geotechnical field sampling, laboratory classification testing, and report preparation for various projects, such as schools, hotels, office buildings, airport terminals, parking structures, and transportation infrastructure.

He has served as the authorized threshold representative and developed skills in field inspections of mid- to high-rise structures and specialized techniques like pile load testing. Kevin is knowledgeable in deep foundation construction, structural concrete and steel, post-tensioning, and tunnel form construction.

Additionally, he oversees our materials testing laboratory, ensuring compliance with ASTM/AASHTO methods and managing personnel to maintain accurate results. He also maintains laboratory accreditation through AMRL/CCRL and serves as the Radiation Safety Officer and Safety Coordinator for our Merritt Island location.

YEARS OF EXPERIENCE

26

LICENSES/REGISTRATIONS

NPDES Stormwater Inspector
Radiation Safety Officer

AFFILIATIONS

Society of American Military
Engineers (SAME) - Space Coast Post
National Space Club Florida
Propeller Club of Port Canaveral

RELEVANT EXPERIENCE

ASCENSION ISLAND AIRFIELD REPAIR, ST. HELENA, FL

Project Manager | As Project Manager for the runway replacement project at Patrick Space Force Base on Ascension Island, Kevin oversaw Terracon staff starting in late 2020. He coordinated various materials testing services, including earthwork testing for densities and proof rolls of the aggregate base. The was completed in early 2023.

CRUISE TERMINAL NO. 3, PORT CANAVERAL, CAPE CANAVERAL, FL

Senior Engineering Technician/Project | Kevin provided construction materials testing services for a new 2-story cruise terminal spanning approximately 154,000 square feet. His responsibilities included overseeing site improvements, such as the installation of a new stormwater system, utilities, hardscape work, and pavement for parking and access roads around the building.

LAUNCH COMPLEX, CANAVERAL, FL

Project Manager | Kevin provided quality assurance (QA) oversight for the owner for site work and concrete construction during the remodel of a 1970s-era launch complex at Cape Canaveral Air Force Station. His responsibilities included, but were not limited to, submittal review, reinforcing steel inspections, concrete pour observations, and peer review of testing reports for soils and concrete.

MANUFACTURING WAREHOUSE, CAPE CANAVERAL, FL

Project Manager | Kevin provided materials testing for the 725,000+-square-foot Annex Building and the Manufacturing Complex, as well as threshold inspection services for the Manufacturing Complex.construction meetings, reviewed RFIs, and conducted site inspections for quality assurance.

CITY OF TITUSVILLE, PROFESSIONAL CONSULTING SERVICES, FL

Project Manager | Kevin provided engineering services for projects assigned under this contract. The scope of work included building envelope consulting and construction and materials testing inspection services.

BREVARD COUNTY CONTINUING CONTRACT, FL

Project Manager | Kevin provided engineering services for projects assigned under this contract. The scope of work included subsurface investigation, drilling and analysis, soil property testing, construction and materials testing, foundation design analysis, pavement evaluation, permeability evaluations, threshold inspections, site feasibility studies, and value engineering analysis.

CRYSTAL RIVER POWER PLANT CONSTRUCTION MATERIALS TESTING, DUKE ENERGY, FL

Senior Engineer Technician | Kevin provided field and laboratory services for safety and non-safety-related construction materials testing (CMT) for various projects at the Crystal River Power Plant.

WAL-MART DISTRIBUTION CENTER, COCOA, FL

Project Manager | Kevin provided quality assurance (QA) for the owner, which included earthwork testing and observations, monitoring unsuitable soil removal, welding inspections, infrared scanning of the structure, and threshold inspection services for the high-capacity perishable distribution center (HCPDC).

JOHN LINSON, CBI/CWI

Structural Steel Inspector, Threshold Inspector

John has over 16 years of experience in the fabrication and inspection of welds, working as a welder in fabrication shops and on high-profile projects both in the U.S. and abroad. He has held quality control and assurance roles in fabrication plants and is a certified weld inspector skilled in non-destructive testing (VT, UT, MT, PT). John has managed quality control programs with up to eight inspectors and has experience with critical welding for attractions at Disney and Universal, as well as various transmission towers.

Currently, he serves as the structural steel lead inspector for the \$4.2 billion South Terminal Airport Complex at OIA. At Tierra, John has acted as a threshold inspector for various building types, inspecting structural components such as masonry, precast elements, post-tension tendons, wood framing, and tilt panel reinforcing steel. He has worked on diverse projects, including small office buildings, parking garages, and bridge structures for the I-4 Ultimate project.

YEARS OF EXPERIENCE

16

CERTIFICATIONS

Florida DBPR Registered Building Inspector
Certified Welding Inspector, American Welding Society
ASNT Magnetic Particle +Ultrasonic Testing Level 3
ICC Certified Commercial Building Inspector
API 570 Inspector, American Petroleum Institute
Certified Pile Driver Inspector

RELEVANT EXPERIENCE

- » Orlando International Airport Terminal C
- » I-4 Ultimate
- » Blue Origin Launch Complex
- » Disney Springs 5-Level A-3 Parking Garage
- » Orlando Health Parking Garages F+G
- » Arya Independent Living
- » Aloft/Element Hotel
- » Sanford Airport Expansion
- » Lake Nona 1C/B24 Office Building
- » Lake Nona Center Wellness Center
- » Lake Nona Town Center HQO Building C
- » Lake Nona Town Center Office Building No. 2
- » South Terminal Complex - Phase 1
- » Hawthorne Park Apartments
- » Brightline Trains Zone 2
- » Lake Nona Town Center 6-Story Office Building
- » Infinity park 6B 4-Story Office Building
- » UCF Baseball Stadium Expansion
- » Lake Mary Church
- » The Park at 429 Office Buildings
- » The Harris Company Building
- » Hollywood Plaza 10-Story Parking Garage
- » Blue Water Car wash
- » AFCO GSE Maintenance Facility
- » Hamlin Building D & I
- » Seminole Annex
- » Seminole J.A.C
- » Amazon Warehouse Tampa

JOHN SANSONE, PE

Senior Engineer/Threshold Inspector

John is a licensed professional engineer and threshold/special inspector, serving as a senior engineer for the construction materials testing service line at Tierra's Winter Garden office. In this role, he ensures quality of service by reviewing proposals and reports and verifying that client expectations are met. With 29 years of experience, John has performed threshold inspections on a wide range of structures, including hotels, parking garages, and theme parks.

He has inspected various components such as pile caps, post-tensioned slabs, foundations, columns, and masonry construction. John's expertise extends to construction materials testing and inspection in areas like soils, concrete, reinforcing steel, structural steel, asphalt, and soil-cement. His additional responsibilities include managing daily operations, maintaining client relationships, developing new business, overseeing projects through construction, and evaluating site conditions in relation to project specifications.

RELEVANT EXPERIENCE

Representative Structural Project Experience

- » UCP West Orange Charter School
- » Burns Science & Technology Gymnasium & Classroom
- » New Dimension High School Addition
- » Lake Nona Center for Well-Being
- » Loews Hotels Laundry Facility
- » Lake Nona Town Center HQO 6-Level Parking Garage
- » Summerhouse Apartments
- » Lake Nona Town Center HQO Building C
- » Orlando Health Team Member Garage
- » Orlando Health F-Deck MOB & Garage
- » Seminole County Annex Building
- » Lake Nona USTA Tennis Center
- » Lake Nona Town Center Office Building No. 2
- » Infinity Park 6B Office Building
- » Disney Springs A3 Parking Garage
- » Florida Advanced Manufacturing Research Center
- » Hollywood Plaza 10-Story Parking Garage
- » Disney Springs Garage A-1
- » Coca-Cola at Disney Springs
- » Peabody Hotel and Parking Garage
- » Orlando Health C-Deck Parking Garage
- » Marriott Vacation Club at Grande Lakes
- » Grande Palisades at Lake Austin
- » Disney's Fantasyland Expansion at Magic Kingdom
- » Disney's Soarin'
- » Disney's Expedition Everest
- » Disney's Saratoga Springs Resort
- » Clermont Commercial Property
- » Florida Hospital Celebration Surgery Addition
- » Target and Parking Garage at SODO
- » Marriott's Grande Vista Marketplace
- » Reunion Grande Hotel, Reunion, Florida
- » Villas at Reunion Square, Reunion, Florida
- » Sea World Water Park Extension, Orlando, Florida
- » Mona Lisa at Celebration, Celebration, Florida
- » Coronado Springs Exhibit Hall
- » Disney's Dinorama!
- » AMC; 20-Theater Expansion Project, Brandon, Florida
- » Berth 12 Wharf; Port Manatee, Florida
- » BJ's Wholesale Club; Manatee County, Florida
- » Hilton Ballroom Addition; Lake Buena Vista, Florida
- » Home Depot; Ocala, Florida
- » Lowes; Ocala, Florida
- » MacDill Air Force Base; GSC-34 Communication Building, Tampa, Florida
- » Ritz-Carlton Hotel; Sarasota, Florida

YEARS OF EXPERIENCE

29

EDUCATION

BS, Civil Engineering

CERTIFICATIONS

PE: FL #53211

Special Inspector, #7001897, Florida

Certified Post-Tension Specialist Levels 1 & 2 (PI Institute)

Qualified Stormwater Management Inspector (DEP)

Certified Prestressed Concrete

Inspector (FDOT), Florida

Certified Structural Masonry

Inspector, FC&PA

Advanced Stucco Techniques

Seminar, FC&PA

Certified Concrete Engineer

Phase I Environmental Site Assessment

Radiation Safety, Nuclear

Gauge Operator

- » Tampa Bay Arena; Ice Palace, Tampa, Florida
- » WFTS 28; Tampa Bay Television Station, Tampa, Florida

Representative Pavement Evaluation and Consulting Project Experience

- » Hernando County School Board; Brooksville, FL – Performed pavement evaluation at Moton Elementary, determined the cause of distress, and provided repair recommendations.
- » King Engineering; New Port Richey, Florida – Determined the cause for pavement failures and provided recommendations for repair.
- » Manatee County Government; Bradenton, Florida – Performed an assessment of the asphaltic concrete surface layer at River Club Blvd., and provided repair recommendations.

Representative Roadway/Transportation Project Experience

- » US 27/SR 50 Interchange – Lake County
- » SR 436 at Hunt Club Intersection Improvements – Seminole County
- » Markham Woods Road – Seminole County
- » Orange Avenue & Miller Street Roadway Improvements – Orlando Health
- » Celebration East Village
- » Buena Vista Drive Road Widening
- » Barkey Road; Hernando County, Florida
- » Denton Avenue/Peace Boulevard; Pasco County, Florida
- » Lakeview Drive Extension; Oldsmar, Florida
- » Landmark Drive; Hernando County, Florida

Representative Landfill Project Experience

- » Baseline Landfill; Ocala, Florida
- » Citrus County Landfill; Citrus County, Florida

Representative Water Management Project Experience

- » Wekiva Park Drive Stormwater Improvements – Seminole County, Florida
- » Bear Gully Drainage Improvements – Seminole County
- » Lake John Stormwater Improvements – Mt. Dora
- » Elder Road Improvements – Seminole County
- » Iron Bridge Bardenpho Improvements, Orlando, Florida
- » Reedy Creek Food Waste Compost Facility

Adam Hester

Construction Professional



North Charleston, South Carolina | 843.452.9320 | adam.hester@insightgrp.com

Background Information

Education

*B.S., Marine Science, University of South Carolina
1999*

Work History

*2018-Present: Construction Consultant
Insight Group
North Charleston, SC*

*2013-2018: Project Manager
Terracon
Charleston, SC*

*2004-2013: QC Technician
Terracon
Charleston, SC*

Certifications

*SC LLR Special Inspector – Reinforced Concrete, Earthworks,
Structural Masonry
License No. 111*

*U.S. Army Corps of Engineers Construction Quality
Management for Contractors Certification*

*South Carolina Department of Transportation (SCDOT) –
Earthwork, Drainage and Base Technician*

*South Carolina Department of Transportation (SCDOT) –
Level 1 & 2
Portland Cement Concrete Technician*

*South Carolina Department of Transportation (SCDOT) –
Foundations Technician*

*South Carolina Department of Health and Environmental
Control (SC DHEC) – Certified Erosion Prevention and
Sediment Control Inspector (CEPSCI)*

*American Concrete Institute (ACI) Concrete Field Testing
Technician – Grade I*

*International Code Council (ICC)
Structural Masonry
Reinforced Concrete*

Nuclear Gauge Safety Certification

Professional Experience

Adam has a broad range of experience from plan review to providing construction materials testing and inspection services, including concrete mix design, quality control testing during concrete placement, concrete strength evaluation and testing through destructive and non-destructive methods, aggregate conformance testing, soil density testing, and laboratory testing of soil properties. Adam is qualified to perform reinforcing steel and masonry inspections, field monitoring and testing of soils, concrete and asphalt, as well as laboratory testing of asphalt, soils and concrete using AASHTO, ASTM and ACI standards. He has been certified by the American Concrete Institute (ACI), the South Carolina Department of Transportation (SCDOT), the International Code Council (ICC), and National Institute for Certification in Engineering Technologies (NICET).

Project Experience- Education

Adam provided Chapter 17 inspections and materials testing for the new construction of the following schools:

Charleston County School District

- Chicora Elementary School
- Stall High School

Berkeley County School District

- Nexton Elementary School
- Cane Bay Middle School

Project Experience- Transportation

Blue House Road Extension

North Charleston, SC

He performed quality assurance for the construction of the extension of Blue House Road. The project involved reviewing and approving submittals, charting payment quantities, photographing progress, and daily communication of contractor progress. Daily reports included identifying areas in need of repair, contractor concerns, location photos, materials used, quality issues.

Weber Boulevard

North Charleston, SC

He performed quality assurance for the construction of Weber Boulevard. The project involved reviewing and approving submittals, charting payment quantities, photographing progress, and daily communication of contractor progress. Daily reports included identifying areas in need of repair, contractor concerns, location photos, materials used, quality issues.

Bees Ferry Road Widening

Charleston, SC

Assistant QC Manager for the Inspection and Testing Services of construction of the turn lane, including inspection of concrete, soils, paving operations and asphalt.

SC 61 (Jedburg Road) Rehabilitation

Berkeley County, SC

Assistant QC Manager for the CMRB testing and inspection for this SCDOT project.

SCDOT CMRBC Testing

Statewide, SC

Project manager for field services for numerous pavements and cement reclamation mix designs.

Hot Cargo

North Charleston, SC

Performed construction quality control testing services including soil density testing, concrete testing and CEPSCI inspections.

Hwy 6 Rehabilitation

Berkeley County, SC

Performed quality control testing of asphalt during paving operations for this roadway rehabilitation project. Testing services included subgrade evaluations, density testing, and monitoring of cement reclamation.

Hwy 61/Ashley River Road

Charleston County, SC

Managed the asphalt testing and inspections for this SCDOT project.

Johnnie Dodds Blvd. Overlay, Widening and Overpass

Charleston County, SC

Assistant Quality Control Manager of field testing and inspection of earthwork, drainage systems and roadway base materials. Inspected drilled shaft installation and bridge inspections.

Woodstock Station Road**North Charleston, SC**

Provided construction inspection services for the 1,530 LF of new roadway which will provide access to a new multi-family project off Palmetto Commerce Parkway.

Project Experience- Industrial**Nexans Bushy Park****Goose Creek, SC**

Quality Control Manager for the testing and inspections for soils and reinforced concrete construction for the 35-acre industrial facility, including a manufacturing plant and 400-foot tall slip form tower.

Project Experience- Residential/Commercial**Nexton/Omni Development****Summerville, SC**

Performed quality control services including soil density, pipe backfill observations, proofrolls, concrete testing and asphalt observations.

Plant Vogtle Expansion, Units 3 & 4**Waynesboro, GA**

Provided comprehensive QC/QA engineering services for these nuclear units, each built on 35 acres. The sites encompassed the removal of soils, 90-feet deep. Adam provided on-site review of inspection, monitoring, testing, and reporting of soils, including thickness checks, compaction testing, moisture control, and density tests. Prepared engineering reports.

DuPont's Kevlar Plant Expansion**Moncks Corner, SC**

Managed and performed various field monitoring activities for the Kevlar plant expansion. Monitored pile driving; monitored excavation of building pads and roads, and tested compaction of backfilled material;

inspected rebar; monitored asphalt placement; sampled and monitored concrete, grout and mortar pours; inspected pipe insulation.

Broadstone Ingleside

North Charleston, SC

Assisted in providing Chapter 17 and materials testing services, including field observation for post tension cables for the 14 multi-family buildings along with associated infrastructure and parking.

Crosspoint

North Charleston, SC

Performed soil and concrete testing in accordance with the project specifications as well as the required certified ACI Transportation Inspector and SCDOT Specifications for the single-story warehouse building in Palmetto Commerce Park.

Project Experience- Airport/Airfield

Airport and airfield experience includes:

- Repair Taxiway Kilo and Hot Cargo Pads
- Charleston International Airport Parking Garage
- CAFB Repair 15/33
- Dorchester County Airport
- Summerville Airport
- Repair Taxiway Delta and Echo at North Airfield
- Repair C-17 Landing Zone at North Airfield
- CAFB Repair Taxiways A B and G
- Joint Base Charleston Repair IMC Pavements
- Myrtle Beach International Airport- Taxiway A Rehab

Blake Graham

Construction Inspector



North Charleston, South Carolina | 803.972.0281 | blake.graham@insightgrp.com

Background Information

Work History

*2019-Present: Construction Consultant
Insight Group
North Charleston, SC*

*2014-2019: Foreman
Graham Construction
Sumter, SC*

*2011-2014: Laborer
Hawkins and Kolb Construction
Sumter, SC*

Certifications

*American Concrete Institute (ACI) Concrete Field Testing
Technician – Grade I*

*South Carolina Department of Transportation (SCDOT) –
Earthwork and Base Course Field Technician
Level 1 and 2 Concrete Field Technician
Asphalt Roadway Technician*

Nuclear Gauge Safety Certification

SC LLR Earthworks License Number 1401

Professional Experience

Blake Graham is a Construction Materials Testing Project Manager with Insight Group in Charleston, SC. He has over 4+ years of experience in the Construction Materials Testing field. He has provided geotechnical and construction materials inspection reports and recommendations, specifically in field and laboratory evaluation of soils, concrete and asphalt. He has been certified by the American Concrete Institute (ACI), South Carolina LLR and South Carolina Department of Transportation (SCDOT) to provide construction materials testing and observation services.

Project Experience

Access Road Phase 1 Ridgeville Industrial Campus

Ridgeville, SC

Blake served as the lead inspector for the quality control services for this infrastructure project on this project that consisted of a roadway built by the SC Port Authority to service the Walmart Distribution Center located in Ridgeville, SC. Services included soil testing and observation, and concrete testing.

Access Road Phase 2 Ridgeville Industrial Campus

Ridgeville, SC

Blake served as Project Manager for quality control services provided to Banks Construction on this project that consisted of a roadway built by the SC Port Authority to service the Walmart Distribution Center located in Ridgeville, SC. Services consisted of a Synthetic Cement Modified Recycled Base Course mix design, field observations and testing on fill placement, concrete testing, and report management.

Berkeley County Dirt to Pave Project

Berkeley County, SC

Blake served as Project Manager for quality control services provided to Banks Construction. Services consisted of a Synthetic Cement Modified Recycled Base Course mix design, field observations and testing on fill placement, concrete testing, and report management.

Camp Hall Rail Phase 1

Ridgeville, SC

Blake served as Project Manager for quality control services provided to Kiewit Corporation. Services consisted of a Soil Cement/Lime mix design, field observations and testing on fill placement, soil remediation recommendations and report management.

Camp Hall Campus 1 Phase 1 Santee Cooper Roadways

Summerville, SC

Blake served as Project Manager for the construction materials testing services provided to Santee Cooper which consisted of Geotechnical recommendations and field testing on the roadway fill soils.

Vantage Point 1 Camp Hall Campus 1 Project**Summerville, SC**

Blake performed observations, inspections and testing required for earthwork (soils), cast-in-place concrete, rebar, base course and asphalt for the single-story 157,500 square feet warehouse building in Ridgeville, SC.

Berkeley Charleston Tradeport Building 1**Summerville, SC**

Blake performed observations, inspections and testing, including rebar inspections, concrete testing, onsite soils testing, proof rolls, etc. for earthwork, cast-in-place concrete, and base course and asphalt for the 244,000 SF single-story warehouse building.

Foreign Trade Zone Building Pad 3**Summerville, SC**

Blake assisted with testing and inspections of the 537,680 square foot single-story warehouse building with soil foundation, floor slab, tilt-up wall, and associated parking.

TC Dock Rehab Project**Summerville, SC**

Blake performed construction material testing on this infrastructure project located on the Naval Weapons Station in Goose Creek, SC. The services provided consisted of grout, concrete and bond strength testing.

Nexton Parkway/ US 176**Summerville, SC**

Blake served as the lead inspector for the quality control services for this infrastructure project. Services included soil testing and observation, and concrete testing.

Brian Banker

Structural Steel Inspector



North Charleston, South Carolina | 843.981.6169 | brian.banker@insightgrp.com

Background Information

Work History

*2023-Present: Structural Steel Inspector
Insight Group
North Charleston, SC*

*2013-2023: Structural Steel Inspector
Consolidated Special Inspections
North Charleston, SC*

*2005-2013: Owner Countryside Custom Homes
Countryside Custom Homes
North Charleston, SC*

*2000-2005: Project Manager
Beazer Homes
North Charleston, SC*

*1992-2000: Supervisor
Tripple G Home Builders
Summerville, SC*

Certifications

*Certified Welding Inspector
#14112911*

*ASNT Level II –
Ultrasonic Examination
Magnetic Particle Examination
Liquid Penetrant Examination
Radiographic Interoperation*

*ICC Structural Steel and Welding
Special Inspector # 8254693*

Registered Special Inspector by SC LLR #1051

Affiliations

American Welding Society (AWS)

American Society of Nondestructive Testing (ASNT)

Professional Experience

Brian Banker is a Structural Steel Inspector with Insight Group in Charleston, South Carolina. Job responsibilities include training of personnel to perform nondestructive testing, setup and calibrate testing equipment, performing nondestructive testing in the ultrasonic, magnetic particle, and liquid penetrant methods in accordance with the American Welding Society Standards and International Code Council. Mr. Banker has over 10 years of experience in the construction and inspections of welding and structural steel fabrication and erection on projects throughout South Carolina. Performing required evaluations of structural steel erection, the welding and bolting of structural steel, and reinforcing and connections for precast concrete connections. Witness and assist in the establishment of welding procedures and qualification of welding operations in accordance with various codes and standards.

Project Experience

SHL Medical Up Fit

North Charleston, SC

Duties included structural steel testing and inspections for the new manufacturing facility, which consisted of visual evaluations of the field welding and bolted connections of the structural steel connections. Additionally, I monitored and performed visual and ultrasonic evaluations of the complete penetration seismic moment connection welds.

Berkeley County Trade Port

Summerville, SC

Duties included structural steel testing and inspections for the new distribution facility, which consisted of visual evaluations of the field welding and bolted connections of the structural steel and tilt wall panels. Additionally, I monitored and performed visual evaluations of the partial penetration seismic moment frame connection welds.

Dorchester Commerce Center

Summerville, SC

Duties included structural steel testing and inspections for the two new distribution facilities, which consisted of visual evaluations of the field welding and bolted connections of the structural steel and tilt wall panels. Additionally, I monitored and performed visual evaluations of the partial penetration seismic moment frame connection welds.

Walmart Distribution Center**Ridgeville, SC**

Duties included structural steel testing and inspections for the 700,000 sqft distribution facility, which consisted of visual evaluations of the field welding and bolted connections of the structural steel and tilt wall connections. Additionally, I monitored and performed visual and ultrasonic evaluations of the complete penetration seismic moment connection welds.

Thorne Medical**Jedburgh, SC**

Duties included structural steel testing and inspections for the new manufacturing and distribution facility, which consisted of visual evaluations of the field welding and bolted connections of the structural steel and tilt wall panels. Additionally, I monitored and performed visual evaluations of the partial penetration seismic moment frame connection welds.

Palmetto Logistics**North Charleston, SC**

Duties included structural steel testing and inspections for the new distribution facility, which consisted of visual evaluations of the field welding and bolted connections of the structural steel and tilt wall panels. Additionally, I monitored and performed visual evaluations of the partial penetration seismic moment frame connection welds.

Eastport Trade Center**Summerville, SC**

Duties included structural steel testing and inspections for the new distribution facility, which consisted of visual evaluations of the field welding and bolted connections of the structural steel and tilt wall panels. Additionally, I monitored and performed visual evaluations of the partial penetration seismic moment frame connection welds.

Springfield Elementary School**Charleston, SC**

Duties included structural steel testing and inspections for the new school facility, which consisted of visual evaluations of the field welding and bolted connections of the structural steel. Additionally, I monitored and performed visual evaluations of the partial penetration seismic moment frame connection welds.

Morrison Drive Office and Retail Buildings**Charleston, SC**

Duties included structural steel testing and inspections for the new parking garage, 10 story office building, and retail buildings, which consisted of visual evaluations of the field welding and bolted connections of the structural steel and tilt wall panels. Additionally, I monitored and performed visual and ultrasonic evaluations of the complete penetration seismic moment frame connection welds.

Palmetto Trade Center**North Charleston, SC**

Duties included structural steel testing and inspections for the 3 new distribution facilities, which consisted of visual evaluations of the field welding and bolted connections of the structural steel and tilt wall panels. Additionally, I monitored and performed visual evaluations of the partial penetration seismic moment frame connection welds.

Omni Industrial Center**Jedburgh, SC**

Duties included structural steel testing and inspections for the three new distribution facilities, which consisted of visual evaluations of the field welding and bolted connections of the structural steel and tilt wall panels. Additionally, I monitored and performed visual evaluations of the partial penetration seismic moment frame connection welds.

North Charleston Department of Human Resources**North Charleston, SC**

Duties included structural steel testing and inspections for the new office building, which consisted of visual evaluations of the field welding and bolted connections of the structural steel and tilt wall panels. Additionally, I monitored and performed visual and ultrasonic evaluations of the complete penetration seismic moment frame connection welds.

Nexton Office Building**Summerville, SC**

Duties included structural steel testing and inspections for the new office building, which consisted of visual evaluations of the field welding and bolted connections of the structural steel. Additionally, I monitored and performed visual evaluations of the partial penetration seismic moment frame connection welds.

Scout Boats**Summerville, SC**

Duties included structural steel testing and inspections for the new manufacturing and distribution facility, which consisted of visual evaluations of the field welding and bolted connections of the structural steel and tilt wall panels. Additionally, I monitored and performed visual evaluations of the partial penetration seismic moment frame connection welds.

Crews Subaru of Charleston**North Charleston, SC**

Duties included structural steel testing and inspections for the new sales and display center, which consisted of visual evaluations of the field welding and bolted connections of the structural steel and tilt wall panels. Additionally, I monitored and performed visual and ultrasonic evaluations of the complete penetration seismic moment frame connection welds.

Office Building**Mt Pleasant, SC**

Duties included structural steel testing and inspections for the new office building, which consisted of visual evaluations of the field welding and bolted connections of the structural steel and tilt wall panels. Additionally, I monitored and performed visual and ultrasonic evaluations of the complete penetration seismic moment frame connection welds.

Alston Middle School**Summerville, SC**

Duties included structural steel testing and inspections for the new school facility, which consisted of visual evaluations of the field welding and bolted connections of the structural steel. Additionally, I monitored and performed visual and ultrasonic evaluations of the complete penetration seismic moment frame connection welds.

Freeman Boats**Monks Corner, SC**

Duties included structural steel testing and inspections for the new manufacturing facility, which consisted of visual evaluations of the field welding and bolted connections of the structural steel. Additionally, I monitored and performed visual and ultrasonic evaluations of the complete penetration seismic moment frame connection welds.

Carroll Amick

Senior Structural Steel Inspector



North Charleston, South Carolina | 843.367.9838 | carroll.amick@insightgrp.com

Background Information

Work History

*2018-Present: Structural Steel Inspector
Insight Group
North Charleston, SC*

*2014-2018: Senior Metals Technician
Terracon Consultants, Inc.
Columbia, SC*

*2003-2014: Founder & Vice-President, Senior Metals
Technician
Steel Inspection Services, LLC
White Rock, SC*

*1993-2003: Co-Founder and Vice-President
AB-Consultants and Inspection
Chapin, SC*

*1990-1993: Senior Metals Technician
WEGS/S&ME
Greensboro, NC*

*1978-1990 Senior Metals Technician
Law Engineering
Columbia, SC*

Certifications

*Certified Welding Inspector
#82121271*

*ASNT Level II –
Ultrasonic Examination
Magnetic Particle Examination
Liquid Penetrant Examination*

*ICC Structural Steel and Welding
Special Inspector # 5236402-S1-S2*

Registered Special Inspector by SC LLR #3

Affiliations

American Welding Society (AWS)

American Society of Nondestructive Testing (ASNT)

Professional Experience

Carroll Amick is a Senior Structural Steel Inspector with Insight Group in Charleston, South Carolina. Job responsibilities include training of personnel to perform nondestructive testing, setup and calibrate testing equipment, performing nondestructive testing in the ultrasonic, magnetic particle, and liquid penetrant methods in accordance within the American Welding Society Standards. Mr. Amick has over 40 years of experience in the field and laboratory testing of welding and structural steel fabrication and erection on projects throughout South Carolina and North Carolina. Performing required evaluations of structural steel erection and the welding structural connection for precast concrete connections. Witness and assist in the establishment of welding procedures and qualification of welding operations in accordance with various codes and standards.

Project Experience

Port 95 Industrial Park

St. George, SC

Duties included structural steel testing and inspections for the distribution center, which consisted of visual evaluations of the field welding and bolted connections of the tilt wall to footing connections. Additionally, monitored and performed visual evaluations of the complete penetration seismic moment connection welds.

Berkeley County Tradeport

Summerville, SC

Duties included structural steel testing and inspections for the distribution center, which consisted of visual evaluations of the field welding and bolted connections of the tilt wall to footing connections. Additionally, monitored and performed visual evaluations of the complete penetration seismic moment connection welds.

Omni Lot 1

Summerville, SC

Duties included structural steel testing and inspections for the distribution center, which consisted of visual evaluations of the field welding and bolted connections of the tilt wall to footing connections. Additionally, monitored and performed visual evaluations of the complete penetration seismic moment connection welds.

Portside Industrial Development**Summerville, SC**

Duties included structural steel testing and inspections for the distribution center, which consisted of visual evaluations of the field welding and bolted connections of the tilt wall to footing connections. Additionally, monitored and performed visual evaluations of the complete penetration seismic moment connection welds.

McLeod Medical Center**Florence, South Carolina**

Duties included monitoring the field erection and performing required ultrasonic, magnetic particle and visual evaluations of the field welding as required for the 6 story vertical expansion.

University Hospital**Augusta, Georgia**

Duties included performing required ultrasonic, magnetic particle and visual evaluations of the field welding for the seismic resistance framing of the 5 story building.

Ft. Jackson BTC II**Columbia, SC**

Duties included monitoring the field erection and performing required ultrasonic and visual evaluations of the field welding and bolt tension evaluations as required for 3 each 3 story buildings.

RB Stall High School**North Charleston, SC**

Duties included monitoring the field erection and performing required ultrasonic and visual evaluations of the field welding and bolt tension evaluations.

Governors School**Hartsville, SC**

Duties included monitoring the field erection and performing required ultrasonic and visual evaluations of the field welding and bolt tension evaluations.

Thomas Cooper Library- USC**Columbia, SC**

Duties included monitoring the field erection and performing required ultrasonic and visual evaluations of the field welding and bolt tension evaluations.

Bank of America Building

Charlotte, NC

Duties included performing required ultrasonic, magnetic particle and visual evaluations of the field welding of a 32 story facility.

Rockwood Huntsman Project

Augusta, Georgia

Duties included performing required visual evaluations of the field welding and bolt tension evaluations.

Parkridge Palmetto Hospital

Columbia, SC

Duties included monitoring the field erection and performing required ultrasonic and visual evaluations of the field welding and bolt tension evaluations.

Army Aviation Support Facility

Greenville, SC

Duties included monitoring the field erection and performing required ultrasonic and visual evaluations of the field welding and bolt tension evaluations.

Spartanburg Methodist College

Spartanburg, SC

Duties included monitoring the field erection and performing required ultrasonic and visual evaluations of the field welding and bolt tension evaluations.

Greenville Spartanburg International Airport Phase 1 & 2

Greer, SC

Duties included monitoring the field erection and performing required ultrasonic and visual evaluations of the field welding and bolt tension evaluations.

Seacoast Medical Center

Little River, SC

Duties included monitoring the field erection and performing required ultrasonic and visual evaluations of the field welding and bolt tension evaluations.

Bank of America Stadium Score Board Renovation

Charlotte, NC.

Duties included assist in performing required ultrasonic, magnetic particle and visual evaluations of the field welding.

Charleston Regional Business Center Building #2 & #4

Daniel Island, SC

Duties included assist in performing required ultrasonic, magnetic particle and visual evaluations of the field welding on two ~300,000 square feet facilities.

Aiken Spec. Building

Aiken, SC.

Duties included performing required ultrasonic and visual evaluations of the field welding and bolt tension evaluations. As well as visual evaluation of the pre-cast field welded connections.

David W. Ray, E.I.T.



Construction Consultant, Partner

North Charleston, South Carolina | 843.729.4612 | david.ray@insightgrp.com

Background Information

Education

B.S., Civil Engineering, The Citadel, 2008

Work History

2018-Present: Construction Consultant

Insight Group

Charleston, SC

2014-2018: Materials Department Manager

Terracon

Charleston, SC

2008-2014: Assistant Project Engineering Associate

Paul C. Rizzo Associates, Inc.

Columbia, SC

Registrations

Engineer-in-Training No. 16927

SC LLR Registration No. 1063

Certifications

South Carolina Building Codes Council Special Inspector –

Reinforced Concrete, Structural Masonry, Earthwork,

Modular Retaining Wall, Deep Foundations, Exterior

Insulation and Finish System, Pre-Cast Fabrication, Seismic

Resistance, Retention Basin

Nuclear Gauge Hazmat Certification

American Concrete Institute (ACI) Concrete Field Grad 1

Testing Technician

Affiliations

- *Civil Engineers Club of Charleston*
- *American Subcontractors' Association*
- *American Society of Civil Engineers*
- *Carolina Ready Mixed Concrete Association*

Professional Experience

David has over 15 years of experience in the Construction Materials Engineering and Testing and Geotechnical Engineering Field. He has provided geotechnical and construction materials inspection reports, specifically in field and laboratory evaluation of soils, concrete and asphalt. Specialized geotechnical and construction engineering experience includes the planning, coordination and implementation of geotechnical design recommendations. Specialized materials testing experience

includes modification of subgrade soils via chemical or cement modification; planning, coordination and implementation of soil and material Quality Control (QC) or Quality Assurance programs for structures, bridges and roadway projects. Mr. Ray is a certified Chapter 1 & 17 special inspector with the International Code Council for structural masonry, reinforced concrete, soils, seismic resistance and commercial building inspection. His project experience includes roadways, ports, schools and commercial buildings. Additionally, he has served as a Foundation Preparation Inspector, RCC Inspector, Site Engineer, and Quality Assurance Manager on Projects including anchoring projects, RCC dams and large earthwork projects. Additionally, he has provided construction inspection oversight, technical support, rock anchor installation oversight, and assisted in preparing proposals and design for various construction projects.

Project Experience

Winding Woods Industrial Complex – St. George, SC – April 2022 to January 2024

Owners Agent and Special Inspection Project Manager responsible for management of quality control and quality assurance programs, performing and supervising testing procedures associated with Chapter 17 Special Inspections in the areas of seismic resistance, soils construction, foundation construction, reinforced concrete construction, structural steel construction, and reinforced masonry construction.

Coastal Crossroads Industrial Park – Jedburg, SC – May 2022 to November 2023

Owners Agent and Special Inspection Project Manager responsible for management of quality control and quality assurance programs, performing and supervising testing procedures associated with Chapter 17 Special Inspections in the areas of soils construction.

Omni Lot 1 – Summerville, SC – January 2022 to January 2024

Owners Agent and Special Inspection Project Manager responsible for management of quality control and quality assurance programs, performing and supervising testing procedures associated with Chapter 17 Special Inspections in the areas of seismic resistance, soils construction, foundation construction, reinforced concrete construction, structural steel construction, and reinforced masonry construction.

HLT Surcharge Rollover Package – Charleston, SC – January 2019 to June 2019

As QC Manager, he scheduled and provided observations and testing for the contractor in accordance with the project specifications as well as the required certified ACI Transportation Inspector and SCDOT Specifications. Additionally, he maintained the existing site instrumentation and coordinated the installation of new instrumentation.

North Charleston Terminal – North Charleston, SC – December 2018 to January 2019

As Construction Consultant, he assisted in scheduling and provided geotechnical support for the subsurface investigations of G and H Fields.

Volvo Interchange – Berkeley County, SC – May 2017 to December 2018

As QC Manager, he scheduled and managed field/Lab testing in accordance with the project specifications as well as the required certified ACI Transportation Inspector and SCDOT Specifications.

SCPA Headquarters Building – Charleston, SC – October 2017 to December 2018

As QC Manager, he scheduled and provided observations and testing in accordance with the project specifications as well as the required certified ACI Transportation Inspector and SCDOT Specifications.

HLT Site Development – Charleston, SC – September 2016 to June 2017

As QC Manager, he scheduled and provided observations and testing in accordance with the project specifications as well as the required certified ACI Transportation Inspector and SCDOT Specifications.

Columbus Street Terminal – Charleston, SC – May 2016 to August 2017

As QC Manager, he scheduled and provided observations and testing in accordance with the project specifications as well as the required certified ACI Transportation Inspector and SCDOT Specifications. Responsibilities included coordinating and communicating with the site developer, contractor and design team, scheduling quality control services, reviewing and approving submittals and payment applications, and identifying contractor progress, concerns, and quality issues through daily reporting

Nexton Parkway Interchange – Berkeley County, SC – March 2016 to August 2017

As QC Manager, he scheduled and provided observations and testing in accordance with the project specifications as well as the required certified ACI Transportation Inspector and SCDOT Specifications. Additionally, he oversaw the planning, coordination and implementation of the instrumentation program for the contractor.

Chicora Elementary School – Charleston County, SC – August 2014 to May 2016

Owners Agent and Special Inspection Project Manager responsible for management of quality control and quality assurance programs, performing and supervising testing procedures associated with Chapter 17 Special Inspections in the areas of seismic resistance, soils construction, foundation construction, reinforced concrete construction, structural steel construction, and reinforced masonry construction. Chapter 1 inspections were also performed during foundation construction, mechanical

construction, electrical construction, and plumbing construction, including fire resistant penetration inspection. Inspected and reported special inspection and testing results on behalf of the South Carolina Office of School Facilities.

Other School Projects

Mr. Ray has performed and supervised the testing procedures associated with Chapter 17 Special Inspections for the following schools:

Northwoods Assembly School
Palmetto Scholars Academy
Stratford High School Addition
Dunston Elementary School
Burns Elementary School

Charleston Bohemian Hotel – Charleston County, SC – June 2014 to May 2015

Owners Agent and Special Inspection Project Manager responsible for management of quality control and quality assurance programs, performing and supervising testing procedures associated with Chapter 17 Special Inspections in the areas of seismic resistance, soils construction, foundation construction, reinforced concrete construction, structural steel construction, and reinforced masonry construction. Chapter 1 inspections were also performed during foundation construction, mechanical construction, electrical construction, and plumbing construction, including fire resistant penetration inspection.

Crystal Lake Dam Improvements – Red Bank, Lexington County, SC – September 2013 to November 2013

Mr. Ray served as assistant project engineering associate for the project, which consisted of site investigations, exploratory borings, and design of improvements for the embankment. Mr. Ray assisted in completing boring logs and produced as built drawings. He also assisted in preparing a report for design improvements.

Hone Quarry Dam Remediation – Hurt & Proffitt, Rockingham County, NC – July 2013 to August 2013

Mr. Ray served as assistant project engineering associate for the project, which is being brought into compliance with the VA dam safety regulations and will include the construction of an anchored secant pile headcut wall across the emergency spillway and construction of a concrete parapet. Mr. Ray has assisted in the design of the concrete parapet wall.

Flower Creek Dam – Morrison-Maierle, Inc., Libby, Montana – April 2013 to June 2013

Mr. Ray has performed a USACE Level 1 Thermal Analysis for the dam and assisted in development of drawings and construction specifications for this new conventional concrete gravity dam that is being built for water supply for the town for Libby, Montana.

Gladstone LNG Project – McMahon Contractors, Gladstone, QLD, Australia – August 2011 to February 2013

Mr. Ray served as QA/QC Manager for all earthworks and site preparation activities associated with the construction of a new Liquefied Natural Gas (LNG) plant. Civil site works on the project included clearing, bulk earthworks, pavements, roads and installation of drainage structures for a 395 acre greenfield site on the south west side of Curtis Island in Queensland, Australia. As QA/QC Manager, Mr. Ray interfaced with the client to perform site inspections for final acceptance, helped prepare weekly and monthly reports for presentation to the client and conducted random audits of subcontractors. In addition, Mr. Ray oversaw all activities of the testing laboratory and assisted with the document control for the site.

Blue Ridge Dam Rehabilitation – Tennessee Valley Authority, Blue Ridge, Georgia – January 2011 to June 2011

Mr. Ray served as a Field Engineer for the project, which consisted of anchoring the Intake Tower and relining of an existing penstock. Mr. Ray performed daily instrumentation readings and inspection of the anchoring and penstock upgrade activities including: drilling, grouting and testing high capacity anchors; alignment and welding of piping; and installation of several temporary retaining walls and associated anchors. Additionally, he also assisted in preparing weekly and monthly construction monitoring reports to the client.

Wyaralong Dam – Queensland Water & Infrastructure, Beaudesert, QLD, Australia – July 2010 to December 2010

The project consisted of the construction of a Roller Compacted Concrete (RCC) dam approximately 230 feet high and 1640 feet long. Mr. Ray served as RCC Quality Assurance (QA) Engineer for this project. As RCC QA Engineer, Mr. Ray managed the laboratory and field testing of RCC and conventional concrete, and performed data entry and analysis of the testing results. In addition, Mr. Ray assisted with RCC inspection and oversight, foundation preparation, and monitoring of the thermal data of the mass concrete structure. Mr. Ray supported the QA Manager with the implementation of Quality Systems and procedures and the presentation of testing results to the client.

Old Columbia Dam – Maury County, Tennessee – October 2009 to March 2010

Mr. Ray served as a Field Engineer for the Dam Stabilization Project. The stabilization of the dam consisted of the installation of 21 post-tensioned rock anchors. Construction commenced in February 2009 and was completed in August 2009. As field engineer, he oversaw the installation of the anchors and prepared weekly construction reports to the client.

EPA Coal Combustion Waste Impoundment Inspection – Lockheed Martin, North Carolina and Alabama – August 2009 to September 2009

Mr. Ray assisted in field inspections and report preparation for the EPA inspections. The inspections were performed as a requirement of EPA that all Coal Combustion Power Plants have their waste impoundments inspected by an outside engineering firm.

Bear Creek Dam Rehabilitation Project – Tennessee Valley Authority, Hodges, Alabama – December 2008 to June 2009

The Project involved the construction a 68 foot high, 1200 foot long RCC dam with a foundation cutoff. Mr. Ray served as a Site Engineer for this Project, assisting with RCC construction oversight and the daily monitoring of inclinometers, tiltmeters, and piezometers to assess the stability of the existing dam during construction. Mr. Ray also assisted in coordinating the laboratory and field testing of RCC and conventional concrete.

Taum Sauk Upper Reservoir Rebuild – Ameren Missouri, Lesterville, Missouri – August 2008 to November 2008

Mr. Ray served as a Foundation Preparation and RCC Inspector for the re-build of this Reservoir. The rebuild of the Reservoir consisted of the construction of a Roller Compacted Concrete (RCC) dam approximately 100 feet high and 6,600 feet long. Construction commenced in 2007 and was completed in 2010.

James Frink

Senior Construction Inspector



North Charleston, South Carolina | 843.425.7978 | james.frink@insightgrp.com

Background Information

Work History

2019-Present: Senior Inspector

Insight Group

North Charleston, SC

2013-2019 Terracon Consultants, Inc.

Senior Inspector

North Charleston, SC

2006-2009, 2011-2013 AB Evans Concrete

Hardscape Supervisor

Mt Pleasant, SC

City of Hanahan

Plan Reviewer/Building Inspector

2009-2011

England Enterprises

Supervisor

2005-2006

1998-2005 Town of Mt Pleasant

Plan Reviewer/Building Inspector

Mt Pleasant, SC

Certifications

SC LLR Registration No 1116

Certifications International Code Council (ICC):

Electrical Plans Examiner, Building Plans Examiner,

Mechanical Plans Examiner, Commercial Combination

Inspector, Commercial Electrical Inspector, Combination

Inspector, Fire Inspector I, Building Inspector, Mechanical

Inspector, Electrical Inspector, Plumbing Inspector Structural

Masonry Special Inspector

SC Building Codes Council (BCC) Commercial Inspector,

Commercial Building Inspector, Commercial Mechanical

Inspector, Commercial Electrical Inspector, Commercial

Plumbing Inspector

SCOSF Inspector (Chapter 1 IBC) Building Inspector,

Mechanical Inspector, Electrical Inspector, Plumbing

Inspector

SCOSE Inspector Building Inspector, Mechanical Inspector,

Electrical Inspector, Plumbing Inspector

Professional Experience

James Frink leads our IBC Chapter 1 & 17 Special Inspections. With over 20+ years of experience providing building inspections, he has developed close working relationships with local municipalities, the SC Office

James Frink



of School Facilities (OSF), SC Office of State Fire Marshal (OSFM), and SC Office of State Engineer (OSE). He has provided inspections for new construction projects as well as renovations, and fully understands the relationship between the building code and Life Safety Systems. James also has a full understanding of Mechanical, Electrical and Plumbing systems as well as structural systems for building construction.

Project Experience

James Frink has been the lead Special Inspector for new construction, additions, renovations of multiple school projects around the lowcountry of South Carolina. These have included the following:

Charleston County School District

- Charleston County School District Emergency Operations Center
- Burns Elementary
- Montessori Community School
- Matilda Dunston Elementary School Phase IB
- Matilda Dunston Elementary School Phase II
- Midland Park Elementary School
- Murray Lasaine Elementary School
- James Island Elementary School
- James Simmons Elementary
- Oceanside Collegiate Academy
- Springfield Elementary
- Chicora Elementary School
- Stall High School
- West Ashley High School
- Palmetto Scholars Academy
- Edith Frierson Montessori Conversion
- District 4 Stadium

Berkeley County School District

- Nexton Elementary School
- Stratford High School
- Bowens Corner Elementary
- Hanahan Elementary School
- Hanahan Middle School

James Frink



- Goose Creek High School
- Marrington Middle School
- Marrington Elementary School
- Cane Bay Middle School
- Cane Bay Elementary School
- Berkeley High School
- Berkeley Adult Education Center
- Sedgfield Intermediate School
- Mevers-Berkeley School of Excellence - Charter High School
- Timberland High School
- Westview Elementary School
- Whitesville Elementary School

Horry County School District

- Carolina Forest Middle School
- Myrtle Beach Middle School
- St James Intermediate School
- Socastee Middle School
- Socastee Elementary School
- Midland Elementary School
- Aynor Elementary School
- Aynor High School
- Loris Elementary School
- Loris High School
- Carolina Forest High School
- Ocean Drive Elementary School
- River Oaks Elementary School
- Green Sea Floyds Elementary School
- Green Sea Floyds High School
- South Conway Elementary School
- St James Middle School
- St James Elementary School
- St James High School
- Myrtle Beach Primary School
- Myrtle Beach Elementary School
- Myrtle Beach Middle School-Middle to Elementary Conversion
- Palmetto Motor Sports Academy
- Pee Dee Elementary School

Others

- South Carolina Ports Authority
 - Wando Welch Terminal SCPA Main Office Building, Mount Pleasant SC
 - Wando Welch Terminal State Pier #41 Restroom Building, Mount Pleasant SC
 - Dillon Inland Port- Operations Building, Dillon SC
 - Dillon Inland Port- Maintenance Building, Dillon SC
- Rice Hope Elementary, Chatham County Schools
- Bridges Preparatory School, Beaufort County Charter High School
- Warehouse Building, Port of Savannah, Georgia Ports Authority
- College of Charleston
- The Citadel
- MUSC
- Chic-Fil-A
 - Highway 17 N, Town of Mount Pleasant
 - Longpoint Road, Town of Mount Pleasant
- Cookout Restaurant
 - Highway 17 N, Town of Mount Pleasant
 - Dorchester Road, North Charleston
- Wendy's
 - 361 Highway 17 N, Town of Mount Pleasant
 - Coleman Boulevard, Town of Mount Pleasant
- Taco Bell, Town of Mount Pleasant
- Advance Auto Parts, Town of Mount Pleasant
- The Grove at Carolina Park Apartments, Town of Mount Pleasant
- Hyatt House Midtown, Town of Mount Pleasant
- Aestheti Spa Upfit, Town of Mount Pleasant
- Kairos Restaurant, Town of Mount Pleasant
- Midici Pizza Napoletana Restaurant, Town of Mount Pleasant
- Whitehall Assisted Living, Town of Mount Pleasant
- Stratton Amenity Center, Town of Mount Pleasant
- The Vitamin Shop Upfit, Town of Mount Pleasant
- The Boulevard, Town of Mount Pleasant
- Seaside, Town of Mount Pleasant
- Belle Hall Buildings 3 and 4, Town of Mount Pleasant
- South City Apartments, Summerville

Joshua Clements

Construction Professional



North Charleston, South Carolina | 804.651.5253 | josh.clements@insightgrp.com

Background Information

Education

B.S., Civil Engineering, The Virginia Military Institute, 2013

Work History

2019-Present: Construction Professional

Insight Group

North Charleston, SC

2013-2018: Officer – Civil Engineer

U.S. Air Force

JB Charleston, SC

Certifications

SC LLR Registration Number: 1459

ATI Nuclear Gauge Hazmat Certification & Radiation Safety Officer (RSO)

American Concrete Institute (ACI) Concrete Field Grade 1 Testing Technician

American Concrete Institute (ACI) Concrete Transportation Construction Inspector

American Concrete Institute (ACI) Masonry Field Testing Technician

US Army Corps of Engineers – Construction Quality Management for Contractors

ASTM E1155 Floor Flatness and Floor Levelness Axiom 1155 Floor Profiler Certification

Ames Engineering Certified Profilograph Operator

SCDOT Level 1 & 2 Concrete Field Technician and Earthworks/Base Course Field Technician

SCDOT Earthworks/Base Course Field Technician

OSHA 40-Hour HAZWOPER Certified

Professional Experience

Josh has over 10 years of experience in the Construction Engineering and Testing and Geotechnical Engineering Field working for Insight Group and the United States Air Force. He has provided geotechnical and construction materials inspection reports, specifically in field and laboratory evaluation of soils, concrete and asphalt. Specialized geotechnical and construction engineering experience includes the planning, coordination and implementation of geotechnical design recommendations. Specialized materials testing experience includes modification of subgrade soils via chemical or cement modification; planning, coordination and implementation of soil and material Quality Control (QC) or Quality Assurance programs for structures, bridges and roadway projects. Mr. Clements is a certified field grade 1 special inspector with the American Concrete Institute for structural masonry, reinforced concrete, soils, seismic resistance and commercial building inspection. His project experience includes roadways, airfields, and commercial buildings. Additionally, he has served as an Engineering Program Supervisor for multiple projects spanning Joint Base Charleston. Additionally, he has provided construction inspection oversight, technical support, rock anchor installation oversight, and assisted in preparing proposals and design for various construction projects.

Project Experience

RDU Runway 05L-23R Preservation & Taxiway Bravo Rehabilitation

Raleigh-Durham International Airport, NC

Josh coordinated the quality control and material testing services provided by Insight Group for the removal and replacement of over 75 runway and taxiway high early strength PCC panels each night/day during a 16-hour shutdown with no airfield operations impact.

Taxiway Whiskey Phase IV

Joint Base Andrews, MD

Josh coordinated the quality control and material testing services provided by Insight Group for the full reconstruction of Taxiway Whiskey which included PCC pavements servicing the President's and Cabinet Member's hangar complex. Responsibilities included fresh and hardened concrete testing, aggregate testing, concrete core evaluation, and coordinating the scheduling of field technicians.

Reconstruct Runway 05-23

Pope AAF, NC

Josh coordinated the quality control and material testing services provided by Insight Group for the 24/7 Removal and replacement of existing electrical equipment, including airfield lighting and airfield vault

equipment and reconstruction of runway 05-23. The project was completed ahead of schedule and under budget.

Repair Shark Ramp

Pope AAF, NC

As the CQC System Manager for this project, Josh is responsible for implementing the quality control plan, processing and submitting daily reports and submittals through the USACE RMS, and scheduling testing and inspections. Additional responsibilities include hosting preparatory, initial, and follow-up phase meetings.

Repair Claw Ramp

Pope AAF, NC

Josh coordinated the quality control and material testing services provided by Insight Group. Responsibilities included fresh and hardened concrete testing, aggregate testing, concrete core evaluation, and coordinating the scheduling of field technicians.

Taxiway Delta

Joint Base Charleston, SC

Josh performed project management for the reconstruction of Taxiway Delta. His responsibilities included coordinating and communicating with the site develop, contractor and design team, quality control services, reviewing and approving submittals and payment applications, and identifying contractor progress, concerns, and quality issues through daily reporting. As QA Manager, he scheduled, provided observations, and oversaw testing in accordance with the project specifications and certified ACI Transportation Inspector guidelines.

C-17 Landing Zone

North Auxiliary Airfield, SC

Josh was integral in the cost estimation and garnering funds to reconstruct Joint Base Charleston's C-17 Landing Zone. He oversaw the planning, coordination and implementation of the contract execution method to award the most responsive responsible contractor with the project. Liaising through the Title II Architectural Engineer, the project was completed on time and under budget.

Taxiway Kilo/Hot Cargo Pad

Joint Base Charleston, SC

As the quality assurance manager, Josh was responsible for management of quality assurance programs. He received, reviewed and processed all construction submittal documents. Additionally, he reviewed and processed

all construction material lab data and performed construction quality assurance testing including soil density testing and concrete testing.

Shark Ramp

Pope Army Airfield, NC

As Quality Control Manager, Josh scheduled and provided inspections as the required certified Quality Control Manager Services, conducted weekly progress meetings, conducted three phases of Army Corps of Engineers construction meetings for all sub-contractors. Received, reviewed and processed all construction submittal documents. Reviewed and processed all construction material lab data.

Stokes Honda Expansion

North Charleston, SC

As the owner's representative and project manager for the construction testing services of the multi-story parking garage, Josh was responsible for inspections and developing reports soils, shallow foundations, reinforced concrete, reinforced masonry, structural steel, and pavements. Additionally, Josh assisted in developing the solution for the unstable pad. Josh also completed Certified Erosion Prevention & Sediment Control inspections to ensure the project met SC DHEC guidelines.

Morrison Yard Development

Charleston, SC

As the owner's representative and project manager for the construction testing services of the multi-family Morrison Yard Apartments, Josh was responsible for the Chapter 17 inspections of soils, settlement monitoring, deep foundations, concrete slabs, post tensioning systems, reinforced concrete, reinforced masonry, structural steel, wood framing, and fire proofing,

31 and 32 Laurens Street Residential Building

Charleston, SC

As the project manager and construction owner's representative for the construction testing services of the 31/32 Laurens Street Residential Building, Josh was responsible for the Chapter 17 inspections of soils, deep foundations, concrete slabs, post tensioning systems, reinforced concrete, reinforced masonry, and structural steel.

Berkeley Charleston Tradeport Building 1**Summerville, SC**

As the project manager and construction owner's representative for the construction testing services of the Berkeley Charleston Tradeport Building 1, Josh was responsible for the Chapter 17 inspections of soils, deep foundations, concrete slabs, post tensioning systems, reinforced concrete, reinforced masonry, and structural steel.

I-26/Jedburg Median Interchange Cement Stabilization**Berkeley County, SC**

As the project manager and quality control manager, Josh scheduled and provided observations and testing in accordance with the project specifications as well as the required certified SCDOT Specifications. Additionally, he oversaw the planning, coordination and implementation of the cement stabilization program for the contractor.

South Carolina Ports Authority Navy Base Intermodal Facility Site Development & Buildings**North Charleston, SC**

Josh coordinated the quality control and material testing services provided by Insight Group for the new construction of the South Carolina Ports Authority Navy Base Intermodal Facility Site Development & Buildings projects which included mass grading, surcharge settlement monitoring, storm drainage and utility installation field supervision, and site submittal management. Responsibilities included fresh and hardened concrete testing, aggregate testing, concrete core evaluation, coordinating the scheduling of field technicians and reports, CQC plans development, submittal registry, and plans review.

Phill Nauert

Construction Professional



North Charleston, South Carolina | 843.725.9747 | phill.nauert@insightgrp.com

Background Information

Education

B.A., Political Science, The Citadel, 2017

Work History

2020-Present: Construction Inspector

Insight Group

North Charleston, SC

2018-2020: Beam Mill Finishing Utility

Nucor Steel

Huger, SC

2017-2018: Senior Materials Technician

Terracon Consultants

Charleston, SC

2014-2017: Landscaping Crew Leader

Grounds and Gardens

Warren, MI

Organization Membership

American Welding Society (AWS) current member

Member # 140364353

Certifications

American Concrete Institute (ACI) Concrete Field Testing Technician – Grade I

Nuclear Gauge Safety Certification

OSHA 10 Hour Safety Course

South Carolina Department of Transportation (SCDOT) – Asphalt Roadway Technician

South Carolina Department of Transportation (SCDOT) – Hot Mix Asphalt (HMA) Level 1

South Carolina Department of Transportation (SCDOT) – Earthworks

South Carolina Department of Health and Environmental Control (SC DHEC) – Certified Erosion Prevention and Sediment Control Inspector (CEPSCI)

SC LLR Special Inspector –Earthworks License No. 1454

Professional Experience

Phil Nauert is a Construction Professional with Insight Group in Charleston, SC. He has 4+ years of experience in the Construction Materials Testing field. He has been certified by the American Concrete

Institute (ACI) and the South Carolina Department of Transportation (SCDOT) to provide construction materials testing and observation services.

Project Experience

Port 95 Industrial Park – St. George, SC

Assisted with structural steel testing and inspections for the distribution center, which consisted of visual evaluations of the field welding and bolted connections of the tilt wall to footing connections. Additionally, monitored and performed visual evaluations of the complete penetration seismic moment connection welds.

Eastport Industrial – Summerville, SC

Assisted with structural steel testing and inspections for the distribution center, which consisted of visual evaluations of the field welding and bolted connections of the tilt wall to footing connections. Additionally, monitored and performed visual evaluations of the complete penetration seismic moment connection welds.

Weber Boulevard Phase III – North Charleston, SC

As CE&I Inspector, he scheduled and provided observations and testing for the contractor in accordance with the project specifications as well as the SCDOT specifications. Responsibilities included review of on-site materials and equipment for conformance with submittals and contract documents, review and verification of required quality control and quality assurance testing documentation, review of contractor schedule and documentation of noted deficiencies and resolutions.

Albert Jasmine Road – North Charleston, SC

As CE&I Inspector, he scheduled and provided observations and testing for the contractor in accordance with the project specifications as well as the SCDOT specifications. Responsibilities included review of on-site materials and equipment for conformance with submittals and contract documents, review and verification of required quality control and quality assurance testing documentation, review of contractor schedule and documentation of noted deficiencies and resolutions.

Jedburg Interchange

Summerville, SC

Provided construction support, reclamation mix design, and field testing for the SCDOT Interchange project.

SCDOT CMRBC Testing – Statewide, SC

Quality control inspector for field services for numerous pavements and cement reclamation mix designs during construction activities.

Charleston County Landfill Cell 5

Charleston, SC

Provided QC testing and field observations for the Charleston County Landfill.

Portside Development

Summerville, SC

Provided construction materials testing and special inspections for industrial warehouse construction and associated parking.

OMNI Industrial

Summerville, SC

Acting project manager, providing scheduling and billing services along with QC and QA management and testing.

US 176 Widening Project

Summerville, SC

Acting project manager, providing scheduling and billing services along with QC and QA management and testing.

CMMC Machine Shop

North Charleston, SC

Acting project manager, providing scheduling and billing services along with QC and QA management and testing.

Thomas Tallent

Construction Inspector



North Charleston, South Carolina | 843-819-1749 | thomas.tallent@insightgrp.com

Background Information

Education

Associate, Fire Science, Columbia Southern University, 2013

Work History

2021-Present: Construction Inspector

Insight Group

North Charleston, SC

2019-2020: QC Inspector

Port City Concrete

Charleston, SC

2005-2015: Fire Captain

City of Charleston Fire Department

Charleston, SC

Certifications

American Concrete Institute (ACI) Concrete Laboratory

Testing Technician – Grade I

South Carolina Department of Transportation (SCDOT)

Level 1 Concrete Technician

Earthwork and Base Course Technician

Asphalt Roadway Technician

CEPSCI

Nuclear Gauge Hazmat Certification

SC LLR Special Inspector – Reinforced Concrete, Earthworks

License No. 1422

Professional Experience

Thomas Tallent is a Construction Inspector with Insight Group in Charleston, SC. He has 4+ years of experience in the Construction Materials Testing field. Thomas has a broad range of QC inspection, from providing construction materials testing and inspection services, including quality control testing during concrete placement, soil density testing, and laboratory testing of soils, aggregates, and concrete.

Thomas is qualified to perform field monitoring and testing of concrete as well as laboratory testing of concrete using AASHTO, ASTM and ACI standards. He has been certified by the American Concrete Institute (ACI) as well as the South Carolina Department of Transportation (SCDOT).

Project Experience

Infrastructure and Roadway Projects

US176

Goose Creek, SC

Thomas is currently assisting with QC inspection and testing on the US 176 project with L.D. Weaver. Services included soil testing and observation, observations on CSSAB and concrete testing.

I-26/Hwy27 Widening

Ridgeville, SC

As lead QC inspector, Thomas has been providing soil testing and observations in accordance with project specifications on the Cement Stabilization operations for Banks Construction on this project.

Navy Base Intermodal Facility

Charleston, SC

As QC Inspector, he provided observations and testing in accordance with project specifications for Landmark Construction in accordance with the specifications. He provided documentation and daily field reports for the provider and contractor.

Hugh Leatherman Terminal Site Development

Charleston, SC

As QC Inspector, he provided observations and testing for the contractor in accordance with the project specifications. He provided documentation and daily field reports for the provider and contractor.

US21/CSX Emergency Bridge Repair

Yemasee, SC

As lead QC earthwork inspector, Thomas provided soil testing and observations for Crowder and Transystems on this project. He provided documentation and daily field reports for the provider and contractor.

Banks CMRB

Thomas has provided Banks Construction with soil testing and observations on various CMRB projects throughout Dorchester, Charleston, and Berkeley Counties.

Commercial Projects

Project SML

Summerville, SC

As lead inspector on this project, Thomas provided observations, recommendations, and testing on all earthwork activities for Landmark Construction. Thomas also provided daily observation reports on this project.

Portside Development

Jedburg, SC

He performed Quality Control testing in accordance with ACI specifications. He provided documentation and daily field reports for the provider and contractor.

Morrison Yard Apartment Building

Charleston, SC

He performed quality assurance testing for concrete in accordance with the project specifications as well as the required certified ACI. During the concrete construction phase, Thomas oversaw the structural steel, post tension cable installation, placement of concrete and elongation of the cables.

Winding Woods Industrial Complex

St. George, SC

Assisted with the construction materials testing and special inspections for the new warehouse building. He performed field observations and inspections for concrete testing, soil testing and other onsite inspections and testing during construction.

Stokes Honda Expansion

North Charleston, SC

As QC Inspector, he provided observations and testing for the contractor in accordance with the project's specifications to include rebar, brick and mortar, and placement of the concrete within ACI specifications.

Tradd Lowman, E.I.T



Construction Professional

North Charleston, South Carolina | 843-408-5521 | tradd.lowman@insightgrp.com

Background Information

Education

B.S., Civil Engineering, University of South Carolina, 2017

Registrations

Engineer-in-Training

Work History

2021-Present: Construction Professional

Insight Group

North Charleston, SC

Certifications

Nuclear Gauge Hazmat Certification

2019-2020: Engineering Associate

Tower Engineering Professionals

Brevard, NC

2015-2018: Associate Cost Engineer

The Lane Construction Corporation

West Columbia, SC

Professional Experience

Tradd Lowman is a Construction Professional with Insight Group in Charleston, SC. He has 7+ years of experience in the engineering field. Tradd has a broad range of QC inspection, from providing construction materials testing and inspection services, including quality control testing during concrete placement, soil density testing, and laboratory testing of soils, aggregates, and concrete. Tradd is qualified to perform field monitoring and testing of soils and concrete, as well as laboratory testing of soils and concrete using AASHTO, ASTM and ACI standards.

Project Experience

Wildcat Senior Living

Summerville, SC

Assisted with field testing and inspections in accordance with the project specifications for the senior living facility, consisting of two multi-story buildings, a one-story building, clubhouse, and associated parking and drive areas.

Foreign Trade Zone Building Pad 3

Summerville, SC

Assisted with testing and inspections of the 537,680 square foot single-story warehouse building with soil foundation, floor slab, tilt-up wall, and associated parking.

Foxbank Tract J Phase 2B

Moncks Corner, SC

Performed field observations for the 105 single family house lots that will be developed on the site along with associated infrastructure.

MUHA Williamsburg/Lake City Hospital

Williamsburg, SC

Insight Group provided necessary survey data for settlement monitoring during fill placement and surcharge of the building pad for MUHA Williamsburg-Lake City Hospital project. Tradd performed settlement plate monitoring for the hospital. The settlement monitoring plan consists of (5) Settlement Plates (SP1 to SP5) placed within the building pad and Insight Group reviewed the survey data and documented the results.

William Tierney

Construction Inspector



North Charleston, South Carolina | 843.727.5892 | william.tierney@insightgrp.com

Background Information

Education

B.S., Biological Sciences, The Citadel, 2018

Work History

2019-Present: Construction Inspector

Insight Group

North Charleston, SC

Certifications

American Concrete Institute (ACI) Concrete Field Testing Technician – Grade I

Nuclear Gauge Safety Certification

South Carolina Department of Transportation (SCDOT) – Level 1 and 2 Portland Cement Concrete Technician

South Carolina Department of Transportation (SCDOT) – Foundation Technician

South Carolina Department of Transportation (SCDOT) – Earthwork and Base Technician

SC LLR Special Inspector – Deep Foundations, Earthworks License No. 1452

Professional Experience

William Tierney is a Construction Inspector with Insight Group in Charleston, SC. He has 4 years of experience in the Construction Materials Testing field. He has been certified by the American Concrete Institute (ACI) and South Carolina Department of Transportation to provide construction materials testing and observation services.

Project Experience

Myrtle Beach International Airport- Taxiway A Phase 2

Horry County, SC

Served as the lead technician for the quality control services for the airfield pavement project. Services included aggregate qualification testing, mix design services and onsite laboratory.

Charleston Airport Parking Garage

Charleston, SC

Assisted with the construction materials (soils and concrete) testing and special inspections for the parking garage structure.

Hugh Leatherman Terminal Site Buildings and Canopies

North Charleston, SC

Assisted with the construction materials testing and special inspections for the buildings and canopies at the new port. He performed field observations and inspections for fabrication of concrete piles, pile driving production and assisted with PDA Testing. William also performed concrete testing, soil testing and other onsite inspections and testing during construction of multiple buildings.

Low Battery Seawall Phase 1

Charleston, SC

Performed field observations and inspections for Micro-pile installation. William performed slurry sampling and testing during drilling and fabricated compressive strength cylinders and cubes during grout production. William also assisted with performing load testing of installed piles.

Port Access Bridges

North Charleston, SC

Performed field observations and inspections during pile driving and assisted with PDA Testing of the Tidewater Bridge Tie In.

32 Laurens Apartments

Charleston, SC

Assisted with the construction materials testing and special inspections for the new buildings. He performed field observations and inspections for pile driving production and assisted with PDA Testing. William also performed concrete testing, soil testing and other onsite inspections and testing during construction.

Eastport Lot 19**Summerville, SC**

Assisted with the construction materials testing and special inspections for the new warehouse building. He performed field observations and inspections for concrete testing, soil testing and other onsite inspections and testing during construction.

Berkeley County Trade Port**Summerville, SC**

Assisted with the construction materials testing and special inspections for the new warehouse building. He performed field observations and inspections for concrete testing, soil testing and other onsite inspections and testing during construction.

Zach Graham, P.E.



Construction Professional

North Charleston, South Carolina | 803.848.1067 | zach.graham@insightgrp.com

Background Information

Education

B.S., Civil Engineering, Clemson University, 2013

Registrations

Professional Engineer, SC 40392

Work History

2018-Present: Construction Professional

Insight Group

North Charleston, SC

2017 – 2018 Project Manager

Dean Graham Construction

Sumter, SC

2016 – 2017 Designer/Drafter

Motley Structural Design

Sumter, SC

2014 – 2016 Engineering Contractor

American Tower

Cary, NC

2013 – 2014 Designer/Drafter

Great Southern Homes

Columbia, SC

Certifications

Nuclear Gauge Hazmat Certification

American Concrete Institute (ACI) Concrete Field Grade 1

Testing Technician

American Concrete Institute (ACI) Concrete Transportation

Construction Inspector

American Concrete Institute (ACI) Concrete Strength

Testing Technician

American Concrete Institute (ACI) Aggregate Testing

Technician Level 1

American Concrete Institute (ACI) Concrete Laboratory

Testing Technician Level 1

USACE CQM for Contractors

SC LLR Building Codes Council Special Inspector #1423

(DF, EW, EIFS, MRW, PCF, RC, RB, SR, SM)

Professional Experience

Zach is a Construction Professional with Insight Group in Charleston, South Carolina. He has over 9 years of experience in the Construction and Materials Engineering and Testing fields. He has provided geotechnical and construction materials inspection reports, specifically in field and laboratory evaluation

of soils, concrete, and asphalt. Specialized geotechnical and construction engineering experience includes planning, coordination, and implementation of geotechnical design recommendations. Specialized materials testing experience includes modification of subgrade soils via chemical or cement modification, planning, coordination and implementation of soil and material Quality Control or Quality Assurance programs for structures, bridges, and roadway projects. Mr. Graham is a certified concrete transportation construction inspector, aggregate level 1, field grade, and concrete strength special inspector with the American Concrete Institute. He is a special inspector with the SC LLR Building Codes Council. His project experience includes roadways, airfields, and commercial buildings. Additionally, he has provided construction oversight, technical support, rock anchor installation oversight, and assisted in preparing proposals and design for various construction projects.

Project Experience

2019 Annual Airfield Repairs

Pope, Simmons, and Mackall Army Airfields

Zach served as Quality Control Manager for this project. Responsibilities included verifying work was performed in accordance with the project specifications, submitting items to the USACE for approval and maintaining the submittal register, and coordinating and leading preparatory and initial phase meetings.

MYR Taxiway A Rehabilitation Phase I

Myrtle Beach, SC

Zach is an alternate Quality Control Program Administrator in addition to performing various materials testing and inspection functions including fresh and hardened concrete testing, field inspection of bituminous pavements, and aggregate base course and earthwork testing and inspection.

Claw Ramp

Pope AAF, NC

Zach performed quality control and material testing services for the RDM and Concrete Pavement on the Claw Ramp pavement reconstruction project. Responsibilities included fresh and hardened concrete testing and assisting with aggregate testing and concrete core evaluation.

South Carolina Port Authority - Hugh Leatherman Terminal

Charleston, SC

Zach has inspected prestressed concrete reinforcing bar and low relaxation seven-wire steel strand installation, performed fresh concrete and earthwork inspections and testing in addition to assisting with our Pile Driving Analysis program.

Runway Reconstruction – Rocky Mount-Wilson Regional Airport

Rocky Mount, NC

Zach performed Quality Control inspection and testing on soils, aggregate base course, and asphalt pavement for this runway reconstruction project.

South Parallel Taxiway-East – Statesville Regional Airport

Statesville, NC

Zach performed soil and aggregate base course testing quality control testing for this project involving the relocation of a NCDOT highway and construction of a new, 3000-ft parallel taxiway.

Shark Ramp III

Pope AAF, NC

Zach assisted with the mix design services, uniformity testing, and aggregate qualification testing on the reconstruction of the failed airfield at Pope Army Airfield in North Carolina consisting of full depth slab replacement.

Reconstruct Runway 05-23

Pope AAF, NC

Zach served as the Engineering Technician for the reconstruction of runway 05-23 at Pope AAF, Fort Bragg, North Carolina.

Portside Building B

Summerville, SC

Zach assisted with the construction materials testing and special inspections for the new warehouse building. He performed field observations and inspections for concrete testing, soil testing and other onsite inspections and testing during construction.

MATTHEW SLOAN, PE

Technical Lead

Matthew has over 10 years of experience in construction materials testing and inspection. He has extensive experience with field inspections for soils, base materials, asphalt, concrete, reinforcing steel, structural steel, and geotextiles. He is knowledgeable in both field and laboratory testing of construction materials and has managed various projects, including roadways, bridges, hotels, hospitals, industrial spaces, and theme parks.

As a CEI Project Engineer, Matthew has participated in over 50 ARRA projects from preconstruction to completion for municipalities in central Florida, primarily focused on roadway reconstruction and milling/resurfacing. His CEI responsibilities included contract administration and communication with the contractor's quality control lab to ensure materials met project specifications, whether county, LAP, or FDOT standards. The CEI projects he worked on were either Local Agency Program (LAP) or federally funded, requiring significant oversight from FDOT and other inspection teams.

YEARS OF EXPERIENCE
10

EDUCATION
BS, Civil Engineering

LICENSES/REGISTRATIONS
PE: FL #73782
GC: #CGC1515284

AFFILIATIONS
GMEC Executive Committee – Past President
Florida Engineering Leadership Institute, Class of 2020
Orlando Business Journal 40 under 40, 2022
Florida Professional Engineers in Industry (FPEI), Treasurer
AGC Advisory Board

RELEVANT EXPERIENCE

I-4 ULTIMATE, ORLANDO, FL

Project Manager | Matt provided testing services for the I-4 Ultimate project, which spanned 21 miles and included 12 traffic lanes, featuring four Express Lanes that utilized dynamic tolling. The project involved 140 bridges, including those that were widened, replaced, or added, as well as the reconstruction of 15 major intersections.

VALENCIA COLLEGE LANE WIDENING, ORLANDO, FL

Senior Engineering Technician/Project | Matt provided testing services for the widening of Valencia College Lane, which had a total construction length of 0.995 miles. The pavement section included a stabilized subgrade, soil-cement base, and asphalt wearing surface. Additionally, the project incorporated drainage improvements.

TWIN LAKES BRIDGE, KISSIMMEE, FL

Project Manager | Matt provided testing services for the construction of a new two-lane bridge founded on spread footings. The bridge was constructed using prestressed concrete beams and large MSE wall construction.

LAKE UNDERHILL ROAD, ORANGE COUNTY, FL

Project Manager | Matt provided testing services to Orange County Public Works for the Lake Underhill project in the City of Orlando. This federal stimulus project (ARRA) involved the reconstruction of Lake Underhill, which included milling and resurfacing all existing travel lanes. Manhole and valve lids were adjusted as needed to align with the new pavement. Sidewalk crossings at driveways and curb ramps were reconstructed to meet ADA criteria. Roadside shoulders were re-graded to ensure proper vehicle drop-off, and guardrails were upgraded to comply with current FDOT standards. Parallel sidewalk ramps were also redesigned and constructed to adhere to ADA requirements.

NORTH LOCKWOOD BLVD., OVIEDO, FL

Project Manager | Matt provided testing services for the North Lockwood Blvd. road improvement project, which included roadway base reconstruction, drainage improvements, and asphalt pavement milling and resurfacing. The project also involved retrofitting existing curb ramps to fully comply with ADA requirements.

CR 305 BRIDGE #734083 REPLACEMENT, FLAGLER COUNTY, FL

Project Manager | Matt provided geotechnical engineering and verification testing/inspection services for the CR 305 Bridge project, which involved replacing a two-lane bridge, reconstructing roadway approaches, and implementing drainage improvements. The new bridge was approximately 1,300 feet in length and supported by 18-inch square precast prestressed concrete piles. His services included performing PDA testing on test piles to determine driving criteria for the production piles. He also inspected the reinforcing steel and casting cylinders on fresh concrete for compressive strength testing. Additionally, Matt conducted field and laboratory testing of the pavement section components, including stabilized subbase, base course, and asphalt. This project was funded as part of a federal stimulus initiative (ARRA).

PICCIOLA BRIDGE REPLACEMENT, LAKE COUNTY, FL

Project Manager | Matt provided testing services for the replacement of a 50-year-old functionally obsolete bridge built on timber pilings on Picciola Road (CR-466A). The new bridge was designed to address safety concerns related to its location on a broken back curve and was constructed to current standards, including bridge shoulders. The bridge was founded on 18-inch precast prestressed piles, with end bents extending over the Dead River. The road approaches to the bridge included paved shoulders, and the bridge itself was approximately 80 feet long, with a total project length of about 0.284 miles.

LAKESHORE DRIVE BRIDGE REPLACEMENT, LAKE COUNTY, FL

Project Manager | Matt provided testing services for the replacement of an existing two-lane, five-span bridge with a new two-lane single-span bridge. The new bridge featured an 8-foot sidewalk on one side and 8-foot wide paved shoulders on both sides. The west bridge approach was constructed to tie into the existing two-lane rural roadway, while the east bridge approach required minor reconstruction to connect with the recently constructed South Clermont Connector. On the west side of the project, stormwater was managed and treated in a linear pond within the right-of-way, while an existing pond was utilized on the east side. The total length of the project was 1,300 feet (0.246 miles), with the bridge itself measuring 120 feet.

WILFREDO DATIZ

Senior Inspector

Wilfredo has over 19 years of experience in materials testing and inspection for earthwork, asphalt, and concrete. His expertise includes inspection and density testing of mass earthwork fill, building pads, roadway subgrade, base materials, coring, asphalt wearing surfaces, MSE walls, barrier walls, and bridge deck construction. He is skilled in testing unit weight, temperature, slump, and air content. In the past five years, Wilfredo has served as a Specialty Engineer Designee, inspecting mass concrete elements and is knowledgeable in sensor placement, insulation requirements, and temperature modeling.

RELEVANT EXPERIENCE

- » I-4 Ultimate, Various Counties
- » SR 50, Tubb Street to Avalon Road, Orange County
- » Red Bug Flyover/SR 436 Interchange, Seminole County
- » SR 408 and Goldenrod Rd. 253-D1, Orange County
- » Alfred Street, Lake County
- » Conway Road and Hoffner Avenue Widening, Orange County
- » SR 429-202, Orange County
- » SR 429-203, Orange County
- » SR 429-204, Orange County
- » SR 429-200D, Orange County
- » SR 408-253G, Orange County
- » Hancock Road Extension, Lake County
- » South Lake Trail Phase III, Lake County
- » CR 450 Paved Shoulders, Lake County
- » SR 417 Boggy Creek Road 417-301C, Orange County
- » Marine Terminal at NCB6, Brevard County
- » Brightline Zone 2, Orange County
- » Wekiva Parkway – Phase 6, Lake & Seminole County
- » SR 528-405, Orange County
- » SR 414/Marden Road, Orange County
- » SR 438 Silver Star Road, Orange County
- » I-95 Design Build, Duval County
- » SR 423 (JYP), Orange County
- » Terminal C GOAA, Orange County

YEARS OF EXPERIENCE

19

CERTIFICATIONS

CTQP Drilled Shaft Inspector
CTQP Pile Driving Inspector
CTQP Earthwork Inspector Level 1
CTQP Earthwork Inspector Level 2
CTQP Asphalt Paving Technician Level 1
CTQP Asphalt Paving Technician Level 2
ACI Concrete Field Testing Technician,
Grade 1
ACI CTCI
CTQP Concrete Technician Level I
CTQP Concrete Technician Level II
CTQP QC Manager
Final Estimates Level 1
Final Estimates Level 2

Professional Engineer [SLOAN, MATTHEW BRENNAN](#) Primary 73782 Current, Active
Prof Engineer 02/28/2027

License Location Address*: 210 ADAMS DRIVE MAITLAND, FL 32751

Main Address*: 210 ADAMS DRIVE MAITLAND, FL 32751

Mailing Address*: 210 ADAMS DRIVE MAITLAND, FL 32751

Certified General Contractor SLOAN, MATTHEW B Primary CGC1515284

Cert General Current

08/31/2026

Standard Plans Examiner	TOLLMAN, DAVID CARL	Primary	PX5086 Plans Examiner	Current, Active 11/30/2025
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Main Address*: Private

Standard Inspector	TOLLMAN, DAVID CARL	Primary	BN9013 Inspector	Current, Active 11/30/2025
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Main Address*: Private



The Fountain Group COMMITMENT



The Fountain Group

3407 W. Dr. Martin Luther King Jr. Blvd., Suite 150

Tampa, FL 33607

Phone: (813) 321-1653

Email: sarah@thefountaingroup.com

Website: www.thefountaingroup.com

The Fountain Group (TFG) is an employee leasing company incorporated within the State of Florida. We routinely provide technical staffing to Florida businesses for a variety of needs. We are happy to join the JPI team for the St. Pete Beach RFP for Community Development Temporary Personnel during Emergency and Non-Emergency Period.

TFG will support the team for Emergency periods. Table 3 in the RFP provides the types of services. TFG will support the JPI with sourcing the following staffing types within the proposal for Emergency periods only.

Permit Technicians - Up to 10 personnel

Substantial Damage Inspectors - Up to 5 personnel

Plans Examiners - Up to 1 personnel

Building Official - None

Deputy Building Official - None

Flood Plain Specialist - None

Inspector - None

Thanks,

Sarah Ikhianoson



TAB 5 – FORMS



III. FEE SCHEDULE

Non-Emergency Schedule (as Needed)

TYPE	Hourly Rate \$/hr	Overtime Rate
Permit Tech	64	84
Substantial Damage Inspectors	110	150
Plans Examiners	90	110
Building Official	145	145
Flood Plain Specialist	125	125
Deputy Building Official	135	135
Inspectors	90	110

Emergency Schedule (Required)

Type	Minimum Number of Personnel Required	Hourly Rate \$/hr	Overtime Rate
Permit Tech	10	94	114
Substantial Damage Inspectors	24	140	150
Plans Examiners	3	140	150
Building Official	1	145	145
Deputy Building Official	1	145	145
Flood Plain Specialist	1	135	135
Inspector	4	140	140

Joe Payne, PE MBA
 President – JPI
 813.520.1683
 Corporate address: 5995 S A1a, Melbourne, FL 32951
 Mailing address: 16057 Tampa Palms Blvd. West, #242, Tampa, FL 33647
 www.jpiflorida.com

Joseph Payne

II. CONTRACTOR'S PROPOSAL SUBMITTAL

The company that is submitting a proposal declares that it has extensive experience in providing **Community Development Temporary Personnel during Emergency and Non-Emergency Periods**.

The undersigned, as Proposer, hereby declares that the only person or persons interested in the Proposal as principal or principals are named herein, and that no person other than herein mentioned has any interest in the Proposal or in the Agreement to be entered into; that this Proposal or Agreement is made without connection with any other person, company, or parties making a Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Proposer 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 proposals; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Proposer proposes and agrees, if the Proposal is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for **"Community Development Temporary Personnel during Emergency and Non-Emergency Periods"** 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.

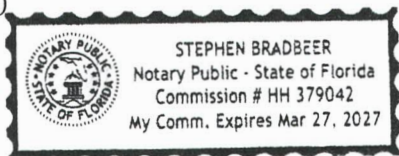
The successful Proposer shall be required to utilize the template Agreement in this Request for Proposals (RFP) and any questions regarding the Agreement must be addressed during the RFP process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Proposer proposes to furnish all materials, equipment, labor, and perform the work submitted in their proposal schedule for the City of St. Pete Beach **"Community Development Temporary Personnel during Emergency and Non-Emergency Periods"**.

COMPANY: JPI DATE: 6/5/25
ADDRESS: 5495 S Al A, Melbourne, FL 32951 PHONE: 813 520 1683
PROPOSER: [Signature] NAME: Joseph Payne President
(SIGNATURE) (PRINT NAME & TITLE)
STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 05 day of June, 2025, by Joseph Payne, who is personally known to me or has produced Drivers License as identification.

(SEAL)



[Signature]
Notary Public – State of Florida
Stephen Bradbeer
(Print, Type, Stamp, or Commissioned Name of Notary Public)

VII. NON-COLLUSION AFFADAVIT

STATE OF Florida
COUNTY OF Hillsborough

I state that I Joseph Payne President of JPI,
(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. JPI, 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.

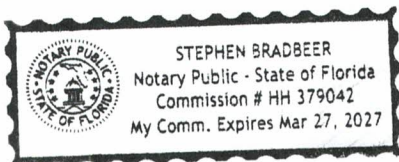
Name of Organization: JPI

Signed By: _____

Print Name: Joseph Payne

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 05 day of June, 2025, by Joseph Payne, who is personally known to me or has produced Drivers license as identification.

(SEAL)



Stephen Bradbeer
Notary Public – State of Florida

Stephen Bradbeer
(Print, Type, Stamp, or Commissioned Name of Notary Public)

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 proposals or applies to proposal 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).

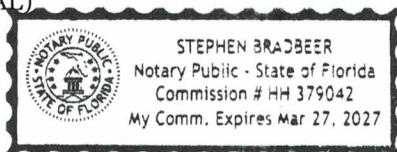
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC 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 HILLSBOROUGH

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☒ **physical presence** or ☐ **online notarization**, this 05 day of JUNE, 2025, by Joseph Pardo, who is personally known to me or has produced Driver's license as identification.

(SEAL)



[Signature]
Notary Public – State of Florida

Stephen Bradbeer
(Print, Type, Stamp, or Commissioned Name of Notary Public)



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM 1

Community Development Temporary Personnel during Emergency and Non- Emergency Periods

Issued 06/04/2025

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 06/11/2025, electronically via Bonfire or DemandStar 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.

Questions and Answer

Joseph Payne

1. Are candidate resumes required with the bid response submission? If so, should they be actual resumes or sample resumes? **They are not. We would require them only when and if needed.**
2. Are there any mandatory Subcontracting Goals? **No**
3. Is there an incumbent for this contract? If yes, could you provide the incumbent's pricing and details? **There is not. While we contract for misc. positions, this type of RFP has never been submitted.**
4. Are there any Pain points with the current incumbent? **N/A**
5. What is the budget allocated to this contract? **It would be based on need due to missing positions which monies are already allocated by salaries for that fiscal year.**
6. What is the previous spending? **The spend is a moving scale depending on need throughout the year and if there are emergency situations that warrant more personnel.**
7. Is it a single award contract? **No**
8. Was the pre-proposal meeting mandatory? If Yes, are we still eligible to submit the response if we did not attend it? **The meeting was mandatory and anyone not on the meeting would be ineligible to bid.**
9. Is it a hard copy Submission or and portal submission or both? **Only electronic via Bonfire or DemandStar**
10. Is " A letter from the surety company stating the contractor is bondable up to \$10,000.00 and upon activation following a disaster event a performance bond will be issued." required with the bid? **Only if selected as a vendor for the City.**



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM 2

Community Development Temporary Personnel during Emergency and Non- Emergency Periods

Issued 06/04/2025

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 06/11/2025, electronically via Bonfire or DemandStar 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.

Questions and Answer

Joseph Payne

1. Will the City accept proposals from service providers that submit on some, but not all services identified in the RFP? **Yes**
2. Will the City accept proposals for PERMIT TECH services performed remotely? **While some positions may be able to be performed remotely, it will be up to the Community Development if they would allow that. If you are proposing a remote position, that should be noted in the RFP Response.**
3. Will the City accept proposals for FLOOD PLAIN SPECIALIST services performed remotely? **Same as above in question 2**
4. How does the City prefer to receive proposals? The RFP indicates electronic submittal through Bonfire or DemandStar (page 5) but later asks for paper copies and a thumb drive (page 6). **Only Electronic via Bonfire or DemandStar. No paper bids.**
5. Bonding is not typically requested for Professional Services. Is your request for a letter from a surety company still required for this submittal? **It may be waived if that is the decision of the department**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2025

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 Straight-Line Insurance, LLC 1301 Grasslands Blvd., Suite 100 Lakeland, FL 33803 www.straightlinellc.com	CONTACT NAME: Straight-Line Insurance, LLC PHONE (A/C, No, Ext): 863-904-4776 E-MAIL ADDRESS: certs@straightlinellc.com FAX (A/C, No):														
INSURED Joe Payne, Inc JPI 5995 S Hwy A1A Melbourne Beach FL 32951	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Certain Underwriters at Lloyd's of London</td><td>32727</td></tr><tr><td>INSURER B: AmGUARD Insurance Company</td><td>42390</td></tr><tr><td>INSURER C: Insurance Company of the West (ICW)</td><td>27847</td></tr><tr><td>INSURER D: Lexington Insurance Company</td><td>19437</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: Certain Underwriters at Lloyd's of London	32727	INSURER B: AmGUARD Insurance Company	42390	INSURER C: Insurance Company of the West (ICW)	27847	INSURER D: Lexington Insurance Company	19437	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 85711814**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
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	☒	☒	019810430-00	6/12/2025	6/12/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ Allowed Autos	☒	☒	JOAU605267	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$500,000 BODILY INJURY (Per accident) \$1,000,000 PROPERTY DAMAGE (Per accident) \$ EXCESS COVERAGE \$100,000
D	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	☒	☒	071732686-00	6/12/2025	6/12/2026	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒	☒	WFL 5054011 05	3/6/2025	3/6/2026	☒ 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
A	Professional Liability	☒	☒	PLC-01064-03	6/19/2025	6/19/2026	Per Claim/Agg: \$2,000,000 / \$2,000,000 Deductible: \$25,000

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

Auto Liability Coverage Form - Hired Auto, Non-Owned Endorsement
E919 - Blanket Waiver of Transfer Rights of Recovery Against Others
E921 - Additional Insured - Primary and Non-Contributory

CERTIFICATE HOLDER

SELF INSURED COPY

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

John Nicholas Davis

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ACORD 25 (2016/03)

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EXHIBIT “D”

Public Assistance Grant Supplement

Public Assistance Grant Supplement

1. Applicability of this Exhibit; Conflicts.

- a. This Exhibit shall be fully incorporated into and made a part of the Agreement, as if the terms contained in this Exhibit were fully re-stated within the Agreement itself.
- b. This Exhibit shall apply: (a) in addition to anything contained in the Contract Documents; and (b) notwithstanding anything contained in the Contract Documents to the contrary. No other provision of the Contract Documents shall serve to limit or restrict the obligations imposed upon the parties in this Exhibit.
- c. In the event of a conflict between anything contained in this Exhibit and anything contained elsewhere in the Contract Documents, this Exhibit shall control and take precedence.
- d. Contractor's agreement to the terms contained in this Exhibit is a material inducement for Contractor to enter into the Agreement.
- e. If this Exhibit is attached to a Purchase Order, the term "Agreement" as used herein shall mean and refer to such Purchase Order to which this Exhibit is attached, and the term "Contract Documents" shall refer to all documents attached to and made a part of such Purchase Order.

2. Defined terms.

- a. For purposes of this Exhibit, the following definitions shall apply, in addition to any terms defined elsewhere in the Contract Documents:
 - i. The terms "recipient" and "non-Federal entity," and the term "applicant" as used in Section 3(a)(8) herein, shall have the same meaning as the term "Owner" as used in the Agreement;
 - ii. The term "contract" as used herein shall have the same meaning as the term "Contract" as used in the Agreement; and
 - iii. The term "contractor" or "prime contractor" as used herein shall have the same meaning as the term "Contractor" as used in the Agreement.
 - iv. The term "internal controls" means a process, implemented by a non-Federal entity, designed to provide reasonable assurance regarding the achievement of objectives in the following categories: (a) Effectiveness and efficiency of operations; (b) Reliability of reporting for internal and external used; and (c) Compliance with applicable laws and regulations. 2 CFR §200.61
 - v. The term "supplies" means all tangible personal property other than those described in 2 CFR §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the

non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 CFR §200.94

- vi. The term “disallowed costs” means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. 2 CFR §200.31
- vii. The term “equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. 2 CFR §200.33

3. Equal Employment Opportunity (41 C.F.R. Part 60-1.4(b)).

a. During the performance of this contract, the contractor agrees as follows:

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

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

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

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

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

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (a) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors

violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- (b) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended; the provisions of contract work hours; the Safety Standards Act; the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333); and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as such acts apply to the performance of this Agreement. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

5. The following paragraph, including all subparts, shall apply if the total compensation under the Agreement, including all change orders, exceeds one hundred thousand dollars (\$100,000.00):

Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708).

Contractors engaged in contracts in excess of Two Thousand and 00/100 Dollars (\$2,000.00) shall comply with Federal requirements of the United States Department of Labor under 29 C. F. R., Parts 1, 3, 5, 6, and 7. All Contractors will comply with the following:

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

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 C.F.R. § 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. § 5.5(b)(1), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. § 5.5(b)(1).

(3) *Withholding for unpaid wages and liquidated damages.* The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 C.F.R. § 5.5(b)(2).

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 29 C.F.R. § 5.5(b)(1) through (4) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. § 5.5(b)(1) through (4).

6. Procurement of Recovered Materials (2 C.F.R. § 200.322)

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

7. The following paragraph, including all subparts, shall apply if the total compensation under the Agreement, including all change orders, exceeds one hundred fifty thousand dollars (\$150,000.00):

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

a. Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided through Pasco County, Florida.

4. Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.

B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section

3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

b. Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided through Pasco County, Florida.

8. Debarment and Suspension

a. Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with Executive Orders 12549 and 12689, and 2 C.F.R. pt. 180, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Lobbying Prohibition

- a. No funds or other resources received under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- b. Required Certification. Contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

10. Hatch Act

The Contractor agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or any extent engaged in the conduct of political activities I violation of Chapter 15 of Title V of the U.S.C.

11. Conflict of Interest

The Contractor shall abide by the provisions of 24 C.F.R., 570.611 and 2 C.F.R., 200.112. The Contractor shall maintain no present or future financial interest, direct or indirect, which would

conflict in any manner or degree with the performance of services required under this Agreement as indicated in 2 C.F.R., 200.318.

12. Religious Activities

The Contractor agrees that funds provided will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization, in accordance with the Federal regulations specified in 24 C.F.R., 570.200(j).

13. Access to Records

- a. Access to Records. The following access to records requirements apply to this contract:
 - (1) The Contractor, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, agrees to provide the Department of Economic Opportunity (DEO), the Chief Financial Officer of the State of Florida, The Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives, the Florida Division of Emergency Management, Owner, Pasco County, Florida, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions at reasonable times. "Reasonable" shall ordinarily mean during normal business hours of 8 a.m. to 5 p.m., local time, Monday through Friday.
 - (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (3) The Contractor agrees to provide Pasco County, Florida or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - (4) In compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by Pasco County, Florida or the Comptroller General of the United States.
 - (5) The Contractor shall include the aforementioned recordkeeping requirements in all approved contracts, subcontracts, and assignments.

14. Bonding Requirements

The Contractor agrees that related contracts must include the required contract clauses outlined in 2 C.F.R. § 200.326 and Appendix 11; and if the contract is for construction or facility improvement it must also include the Federal bonding requirements 2 C.F.R. § 200.325.

15. Employment Eligibility Verification

- a. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Contractor to:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subrecipient during the Agreement term; and,
 - ii. Include in all contracts under this Agreement the requirement that contractors, subcontractors, and consultants performing work or providing services pursuant to this Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, and consultants during the term of the contract.
- b. The Department of Homeland Security's E-Verify system can be found at: <http://www.uscis.gov/e-verify>
- c. If the Contractor does not have an E-Verify MOU in effect, the Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

16. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Pasco County, Florida pre-approval.

17. Compliance with Federal Law, Regulations, and Executive Orders

- a. This is an acknowledgement that Pasco County, Florida financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, Pasco County, Florida policies, procedures, and directives.

18. No Obligation by Federal Government

- a. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

19. Program Fraud and False or Fraudulent Statements or Related Acts

- a. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

20. Procurement By Non-Competitive Proposals

- a. Policy:
 - i. It is the policy of BayCare Health System Inc. to follow the Uniform Federal Guidance 2 CFR 200.320 in regard to procurement by noncompetitive proposals (Sole Source Purchasing). Procurement by noncompetitive proposals is

procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source
 - (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
 - (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity
 - (4) After solicitation of several sources, competition is determined inadequate.
- ii. The procurement must be necessary for the program, project, research or other circumstance supported by the grant; not reasonably available and accessible of the type normally charged as a direct cost to existing sponsored agreements and purchased in accordance with other Institutional policies and procedures.

21. In the Event of a Non-Emergent Procurement the PD/PI Should Complete:

- a. **Cost Price Analysis Form** which includes contractor's total cost proposal or price to determine which are allowable, show their direct relation to the requirements and, reasonableness; and complete the related BayCare **Cost Analysis Worksheet** to support the proposed budget or quotation outlined in the Cost Price Analysis Form. Completion of these forms by the originating department will document that a Cost Analysis has been conducted.
- b. If no additional vendors were available to conduct a comparison against using the Cost Price Analysis Form, please also complete and attach the **Sole Source Justification Form**.
- c. **Responsible Contractor Form:** to document that any contractors have been reviewed and approved for their compliance with Uniform Guidance, Title 2, Subtitle A, Chapter II, Part 200, Subpart D, §200.318, section H.
- d. In addition, related contracts must include the required contract clauses outlined in 2 C.F.R. § 200.326 & Appendix 11; and if the contract is for construction or facility improvement also include the Federal bonding requirements 2 C.F.R. § 200.325.

22. Build America Buy America Act (BABA)

- a. The Contractor shall comply with the requirements under the Build America, Buy America Act when using Federal funds for the purchase of iron, steel, manufactured products, and construction materials permanently incorporated into infrastructure projects as applicable pursuant to the Build America, Buy America Act. All iron, steel, manufactured products

and construction materials used under a federally grant funded project must be produced in the United States as applicable pursuant BABA. The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award.

- b. For purposes of this section:
 - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

23. Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms. 2 C.F.R. § 200.321

- a. Contractors will take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible.
- b. Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this section.

24. Compliance with Copeland “Anti-Kickback”

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate instructions may require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

25. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.
2 C.F.R. § 200.216

- a. Under this Agreement, grant funds will not be obligated or expended to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - A. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - B. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - C. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - (4) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
 - (5) For more information, See 2 C.F.R. § 200.471.

26. Historic Artifact Discovery

If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

The terms in this Exhibit are hereby agreed upon by the Contractor as of this _____ day of _____, 2025.

Signed: _____ *Joseph Payne* _____

Print Name: _____ Joseph Payne _____

Title: _____ President _____

[END OF EXHIBIT]

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

Agenda Report

Agenda Title Name: Authorize the execution of a Service Agreement with C.A.P. Government Inc. for Community Development Temporary Personnel during Emergency and Non-Emergency Periods.

Action Request: Authorize a Service Agreement with C.A.P. Government Inc.

Strategic Objective: Operational Excellence

Date: August 19, 2025

Prepared By: Patty Kordis, Community Development Receptionist

Through: Laura Canary, Community Development Director

Summary of Issue: In May 2025, the City issued a Request for Proposals (RFP) in response to the identified need for additional staffing support within the Community Development Department during both emergency situations (e.g., natural or manmade disasters) and non-emergency periods. Two firms submitted proposals, and following a thorough evaluation process, the Evaluation Committee recommended entering into service agreements with both firms.

This contract will allow the City to continue its partnership with C.A.P. Government Inc. to provide on-call personnel support on an as-needed basis. Such support will enhance the City's ability to respond swiftly and effectively during declared emergencies, sustain service levels during peak demand or staffing shortages, and minimize delays in permitting, inspections, and development services.

Engaging multiple firms under contract ensures operational flexibility, a rapid response capability, and continuity of services under a range of conditions.

This new agreement will supersede the existing piggyback agreement currently in place. Services will be procured on an as-needed basis, and expenditures will remain within the City Manager's pre-authorized spending authority. The remaining balance of the existing Purchase Order with C.A.P. Government Inc., totaling \$4,080.00 as of August 5, 2025, will be transferred to the new Purchase Order established under this agreement.

Funding:

Building Funds - Approval of this request does not result in an increase in budget or spending authority

Attachments:

1. St. Pete Beach - Community Development
Emergency and Non-Emergency Personnel

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Community Development Emergency and Non-Emergency Personnel

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and C.A.P. Government, 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 price list attached..
 - 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 (3) three years with (2) two, (1) one year extensions from the Effective Date. |
11. Effective date. The “Effective Date” of this Agreement shall be the date this Agreement has been executed by all parties.
12. Termination. This Agreement may be canceled by the City when:
- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
 - b. Sub-standard or non-performance of Agreement.
 - c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.
13. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.
14. Non-Exclusivity. Contractor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.
15. Compensation. Upon Contractor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay

Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B.

16. Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an 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)
- d. FEMA Addendum (Exhibit D)

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:

C.A.P. Government, Inc
343 Almeria Avenue
Coral Gables, FL 33134

As to City:

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

With Copy To:

carlos.a.penin@bureauveritas.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.

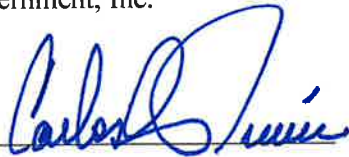
IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

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.

C.A.P. Government, Inc.

City of St. Pete Beach:

Signature: _____



Signature: _____

By: Carlos A Penin

By: Frances Robustelli

Its: .President

Its: City Manager

Date: 07.23.25

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brookes
City Attorney

Renee Rose
City Clerk

CITY OF ST. PETE BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS ADDENDUM modifies that certain contract for services made and entered into this ____ day of _____, 2025, by and between the CITY OF ST. PETE BEACH, a Florida municipality, hereinafter referred to as the “City”, and _____, 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 a limited waiver of sovereign immunity for tort liability for Florida public agencies; and

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

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

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

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

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

WHEREAS, Section 787.06(13), Fla. Stat. provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the

nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute;

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

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

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

- (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:**

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

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

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

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

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

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

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

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

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

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

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

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

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

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

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

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

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

A. None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

Contractor:



Print Name: Carlos A. Penin, PE

Title: President

Company: C.A.P. Government, Inc.

ATTEST:

City of St. Pete Beach

City Clerk

Frances Robustelli, City Manager

EXHIBIT “B”

(Place Request for Bid behind this page)



City of St Pete Beach Request for Proposals

**Community Development Temporary
Personnel during Emergency and Non-
Emergency Periods**

**Proposals due on or before
6/11/2025 at 9:00 AM EST(Deadline)
City Hall, St. Pete Beach, FL**

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Event	Date	Time
Publication of Bid	05/14/2025	8:00 AM
Pre-Bid Meeting (MANDATORY)	05/20/2025	10:00 AM
Deadline for Question Submission	06/04/2025	10:00 AM
Bid Receiving Deadline	06/11/2025	9:00 AM
Bid Opening	06/11/2025	9:00 AM

II. CONTRACTOR'S PROPOSAL SUBMITTAL

The company that is submitting a proposal declares that it has extensive experience in providing **Community Development Temporary Personnel during Emergency and Non-Emergency Periods**.

The undersigned, as Proposer, hereby declares that the only person or persons interested in the Proposal as principal or principals are named herein, and that no person other than herein mentioned has any interest in the Proposal or in the Agreement to be entered into; that this Proposal or Agreement is made without connection with any other person, company, or parties making a Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Proposer 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 proposals; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Proposer proposes and agrees, if the Proposal is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for "**Community Development Temporary Personnel during Emergency and Non-Emergency Periods**" 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 Proposer shall be required to utilize the template Agreement in this Request for Proposals (RFP) and any questions regarding the Agreement must be addressed during the RFP process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

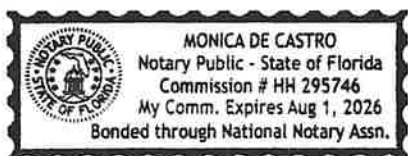
The Proposer proposes to furnish all materials, equipment, labor, and perform the work submitted in their proposal schedule for the City of St. Pete Beach "**Community Development Temporary Personnel during Emergency and Non-Emergency Periods**".

COMPANY: C.A.P. Government, Inc. DATE: 07/23/2025
ADDRESS: 343 Almeria Avenue, Coral Gables, FL 33134 PHONE: (305) 448-1711
PROPOSER: *Carlos A. Penin* NAME: Carlos A. Penin, PE, President
(SIGNATURE) (PRINT NAME & TITLE)

STATE OF FLORIDA
COUNTY OF Florida

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of July, 2025, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)



Monica De Castro
Notary Public – State of Florida

Monica De Castro
(Print, Type, Stamp, or Commissioned Name of Notary Public)

III. FEE SCHEDULE

Non-Emergency Schedule (as Needed)

TYPE	Hourly Rate	Overtime Rate
Permit Tech		
Substantial Damage Inspectors		
Plans Examiners		
Building Official		
Flood Plain Specialist		
Deputy Building Official		
Inspectors		

Emergency Schedule (Required)

Type	Minimum Number of Personnel Required	Hourly Rate	Overtime Rate
Permit Tech	10		
Substantial Damage Inspectors	24		
Plans Examiners	3		
Building Official	1		
Deputy Building Official	1		
Flood Plain Specialist	1		
Inspector	4		

IV. GENERAL CONTRACT TERMS

REQUEST FOR PROPOSALS

The City of St. Pete Beach request bids for Personnel in our Community Development office during Emergency and Non-emergency periods.

REQUEST FOR PROPOSAL SUMMARY

During the past year, the City of St. Pete Beach has recognized the need to have contracted assistance in our Community Development department during Emergency Declared Disasters (Natural or Manmade Disasters) and during non-Emergency times. Because of this, we are looking for multiple firms that would be able to assist the City with additional personnel.

PROPOSAL SUBMITTALS

Proposal documents must include a signed/notarized Contractor's Proposal Submittal (Page 3), Fee Schedule, References, Contractor's license and insurance certificates, and Public Entity Criminal Affidavit. The Contractor shall submit electronic proposals only. Bidders must submit electronically through online platforms Bonfire and DemandStar. When bidding electronically, only one copy should be submitted.

Proposal documents must include all items listed under the Proposal Submittal Instructions section of this RFP.

Electronic proposals must be submitted by **9:00 AM EST on June 11, 2025 (Deadline)**.

Clearly marked as: "**Community Development Temporary Personnel during Emergency and Non-Emergency Periods**"

PROPOSER INFORMATION

All prospective Proposers must contact the City's Procurement Manager, in writing via e-mail (jtaylor@stpetebeach.org), with their intention to submit, along with their company name and contact information at least ten (10) business days before the proposal submittal deadline. 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-PROPOSAL MEETING

A non-mandatory pre-proposal meeting will be held on **5/20/2025 at 10:00 AM EST** via Teams Video conference/Teleconference. Please contact the City's Procurement Manager (jtaylor@stpetebeach.org) for a meeting invitation and Teams Meeting instructions.

CONTACT INFORMATION

Procurement Manager - John Taylor

Mailing Address - 155 Corey Avenue, St. Pete Beach, Florida 33706
Office Phone - (727) 363-9279
E-mail - jtaylor@stpetebeach.org

SUBMISSION OF PROPOSALS

Proposers should follow the format specified in this RFP and structure their responses to follow the sequence of the Proposal Submittal Instructions when submitting a proposal. An Evaluation Committee will evaluate the proposals received based on responsiveness to the evaluation criteria below and price information provided on the fee schedule.

Proposer is advised that exceptions to any of the terms contained in this RFP or the service agreement must be identified in its response to the RFP. Failure to do so may lead the city to declare any such term non-negotiable. The proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

EVALUATION CRITERIA

The evaluation criteria define the factors that will be used by an Evaluation Committee to evaluate responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate their proposals. The contract will be awarded to the proposer who is determined to be the most advantageous for the City.

The following criteria, in order of priority, will be considered in the evaluation of the proposal:

- The ability, capacity, and skill of the Proposer to perform the contract;
- The cost of the services provided, including any contract renewals;
- The performance of previous contracts and references;
- The sufficiency of the financial resources and ability of the Proposer to provide services for the term of the contract, including extensions; and
- Any other factors determined to be pertinent at the discretion of the Evaluation Committee.

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposals shall include the following:

- A signed and notarized Proposer's Contract Proposal.
- A completed Fee Schedule. Note any exceptions.
- Current proof of insurance certificate.
- A letter from the surety company stating the contractor is bondable up to \$10,000.00 and upon activation following a disaster event a performance bond will be issued.
- A list of references and minimum qualifications as outlined in Section V.
- Include four (4) originals and one (1) unbound copy of the proposal package, along with a copy of the entire proposal on a USB Flash Drive in PDF format.

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 **RFP**. All questions pertaining to the terms and conditions or scope of

work of this Request for Proposal (**RFP**) 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 6/4/2025**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFP**. 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 **RFP** 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. If the Proposer discovered the opportunity through one of the two online platforms (Bonfire or DemandStar), do not submit questions through these platforms. Only questions emailed directly to the City Procurement Manager will be answered.

SCOPE OF WORK

During the past year, the City of St. Pete Beach has recognized the need to have contracted assistance in our Community Development department during Emergency Declared Disasters (Natural or Manmade Disasters) and during non-Emergency times. Because of this, we are looking for multiple firms that would be able to assist the City with additional personnel.

DETAILED SPECIFICATIONS

The City of St. Pete Beach is looking for vendors that can supply personnel in the following areas:

- Permit Tech-Experience if possible
- Substantial Damage Inspectors-Experience in Construction, Insurance Adjustment, etc.
- Plan Examiners-Must be Licensed in the State of Florida
- Building Official-Must be Licensed in the State of Florida
- Deputy Building Official-Must be Licensed in the State of Florida
- Flood Plain Specialist-CFM Certification preferred, but will accept someone with Experience in the field.
- Inspectors-Licensed in the state of Florida

During Non-Emergency periods, all positions would be on an as-needed basis.

During Emergency times, The City would need a guarantee that each firm could provide the minimum number of personnel required as outlined above and on the Fee Schedule.:

ADDITIONAL WORK DETAILS

Proposers or persons wishing to submit a proposal on this project shall be licensed, bondable and insured in accordance with the City's requirements. The Proposer will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Proposal must also include all costs for licenses, permits and any material disposal fees.

Proposers 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 Procurement Manager at least ten (10) business days before proposal submittal deadline. Clarification of intent of Contract Documents, if necessary, shall be made available to Proposers in the form of an Addendum. Failure to request clarification of interpretation of Contract Documents shall not relieve Proposers of their responsibilities to perform the work.

The City of St. Pete Beach reserves the right to reject any or all proposals or parts of proposals, or accept

any proposal or part thereof deemed to be in the best interests to the City of St. Pete Beach.

STATEMENT OF WORK

The Proposer 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 Proposer's Proposal and Proposal 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 Proposer shall, within ten (10) business days after receipt of the Notice of Award and before commencement of any operations hereunder, execute the Agreement. Additionally, the Proposer shall, within twenty (20) business days after receipt of the Notice of Award, provide all required documentation to the City.

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. |

COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposers. No payment will be made for any responses received or for any other effort required of or made by; the Proposer's prior to contract commencement.

ORAL PRESENTATION

The City may require an oral presentation of the proposal at the Evaluation Committee's discretion. This could also include a formal interview of any and all members of the Proposer's contract management staff.

CONFLICT OF INTEREST

The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in FL Stat. 112.311. The Proposer further represents that no person having any interest shall be employed for said performance.

The Proposer shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the city as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to notify the Proposer of its opinion by certified mail within

thirty days of receipt of notification by the Proposer.

LATE PROPOSAL OR MODIFICATIONS

Modifications in writing received prior to the time set for the proposal submittal will be accepted. Proposal modifications received after the time set for the proposal submittal will not be considered.

RELATED PARTIES AND MULTIPLE PROPOSALS

Where two (2) or more related parties each submit a proposal or multiple proposals are received from (1) Proposer, for any such contract, such proposals shall be judged non-responsive. Related parties mean Proposers or the principles thereof, which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principles thereof where one (1) Proposer has a direct ownership interest in another Proposer for the same contract.

RIGHT TO AUDIT

The City of St. Pete Beach reserves the privilege of auditing a Proposer's record as such records relate to purchases or work between the City and said Proposer. Records should be maintained for three years from contract date.

VARIANCE FROM STANDARD TERMS & CONDITIONS

All standard terms and conditions stated throughout the RFP apply to this contract except as specifically stated. This should be fully understood by Proposers prior to submitting a proposal.

ASSIGNMENT

The Proposer shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer must disclose that intent in the proposal. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) business days of Proposer's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City shall include but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

LOBBYING

Lobbying of Evaluation Committee members, City employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid award or bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City and shall be prohibited until either an award is final or the protest is finally resolved by the City Manager or Procurement Manager; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting City departments to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision, lobbying activities shall include but not be limited to,

influencing or attempting to influence action or non-action in connection with any requests for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

ADDITIONAL REQUIREMENTS

The City reserves the right, by change order, to unilaterally add or delete locations/services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interest of the City. In such case, the Proposer will be required to provide or reduce services to this contract in accordance with the terms, conditions, and specifications.

SERVICES AGREEMENT

A written agreement incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer, and presented to the City Commission for approval and signature.

INTEGRITY OF REQUEST FOR PROPOSAL DOCUMENTS

Proposers shall use the original RFP forms provided within the RFP and enter information in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP forms if sufficient space is not available on the original form for the Proposer to enter a complete response. Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of the RFP. Any such modifications or alterations a Proposer wishes to propose must clearly be stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

The term "City Manager or designee" wherever used in this 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 contract and requirements and shall determine acceptance of the work under this 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 contract terms 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.

ASSURANCES

The responding Proposer shall provide a statement of assurance that the Proposer 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.

ASSIGNMENT AND TRANSFER OF CONTRACT

The Proposer shall not assign or transfer this Agreement or any part thereof or any interest therein without consent in writing of the City and the Proposer's Surety, and any such assignment or transfer without such written consent shall be null and void.

SUBCONTRACTS

The Proposer shall not subcontract this Agreement or any part thereof or any interest therein without consent in writing of the City and the Proposer'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

N/A |

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 Proposer 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 Proposer 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.

PERIOD OF PERFORMANCE

A twelve (12) month time limit shall apply to the period of performance.

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 Proposer 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 Proposer 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 Proposer'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

Proposer to make a change in the Work, and if the City and the Proposer do not arrive at a mutually acceptable increase or decrease in the Contract Amount, the Proposer 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 Proposer believes an event or situation has occurred which justifies a change in the Contract Amount or Contract Time, they 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 Proposer first discovered the occurrence. The Proposer 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 Proposer 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 Proposer shall prepare proposals 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 Proposer's submitting a written notice of a change or claim for an adjustment to the Contract Amount or Contract Time. Proposer's proposals 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 proposal will not justify an increase in Contract Amount or Contract Time. Proposer agrees that it shall give the City access to any and all of Proposer'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 Proposer for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Proposer 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 Proposer 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.

Proposer proposals 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 Proposer's costs, except that the term "Subcontractor" shall replace the term "Proposer," 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 Proposer, 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 Proposer 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 Proposer 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 Proposer'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 Proposer 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 Proposer and Subcontractors, suppliers, etc., to substantiate the basis and amount of the various cost items involved. Material costs shall reflect the Proposer'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 Proposer (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 Proposer 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 Proposer 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 Proposer shall coordinate with the City regarding the delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Proposer 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 Proposer 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 Proposer. 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 Proposer 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 Proposer, including that retained by the City, should be paid to the Proposer. Such payment shall be conditioned, however, upon the submission by the Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer
- f) Failure of the Proposer 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 Proposer, 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 Proposer.

Before the approval of the final payment, the Proposer 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 Proposer, 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 Proposer all sums due under this contract or the balance remaining unpaid is insufficient to protect the City, the Proposer 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 Proposer. 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.

LICENSES AND PERMITS

The Proposer 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 Proposer is responsible for non-compliance of all permit requirements, including all fines resulting from Proposer's non-compliance of said requirements (if applicable).

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 Proposer 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 Proposer awarded the project, MUST also register their license with the City.

LABOR PROVISIONS

The Proposer 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. The State of Florida prevailing wage law requires that the Proposer shall fully comply with all provisions contained in Section 215.19, "Schedule of Prevailing Wage Rates for Specified Public Construction." The wage rates set forth by such determination shall apply to this project.

INSURANCE

The Proposer 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: Proposer's General Public Liability and Property Damage Insurance issued to the Proposer and protecting the Proposer 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 Proposer or by any Subcontractor hired by the Proposer or anyone directly or indirectly employed by the Proposer or hired by the Proposer.

The successful Proposer 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 Proposer or third party under the direction or control of the Proposer. Such general and excess liability coverage shall be primary to any other coverage carried by the City of St Pete Beach. Proposer must furnish the City with Certificate of Insurance prior to commencement of work. An approved Certificate of Insurance furnished by the Proposer's carrier to guarantee the Proposer 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 Proposer 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 Proposer shall make good any such damage, injury, or loss, except such as may be caused by agents or employees of the City.

The Proposer 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 Proposer will provide security on off days and holidays. The Proposer shall be responsible for all charges incurred with such action.

The Proposer 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 Proposer, 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

Proposer shall also protect adjacent property as required by law.

PARKING

The Proposer 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 Proposer will be asked to coordinate with the City's representative on site on a regular basis to minimize the impact on residents and visitors.

VEHICLES

Business vehicles shall be identified on both sides with the name of the company.

WORKMANSHIP

The Proposer 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 Proposer to acquaint themselves with any aspect of the work or with any of the applicable conditions shall not relieve the Proposer 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.

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 Proposer and shall be inclusive to the prices as stated in the PROPOSAL 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 Proposer 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 Proposer 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."

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, Proposer 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 Proposer of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Proposer 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 PROPOSER

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 Proposer 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 Proposer shall provide, at his/her cost and expense, any additional land required. It will be the responsibility of the Proposer 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 Proposers 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 Proposer shall fully cooperate with such other Proposers and carefully fit his/her own work to that provided under other Contracts, as may be with the performance of work by any other Proposer or City.

COOPERATIVE PURCHASING

Pursuant to their own governing laws and subject to the agreement of the Proposer, governmental entities may make purchases under the terms and conditions contained in the executed Contract, if agreed to by Proposer. Such purchases are independent of the Contract between the City and the Proposer, 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 Proposer 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 Proposer 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 Proposer'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 Proposer 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 Proposer 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 Proposer, which termination shall take effect immediately upon service of notice thereof on the Proposer 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 Proposer 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 Proposer, the excess unpaid Contract balance shall be paid to the Proposer. 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 Proposer, the Proposer 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 Proposer itself or direct the activities of the Proposer in doing so, employing such additional help as the City deems advisable. In such event, the City shall be entitled to collect from the Proposer and his Surety, or to deduct from any payment then or thereafter due the Proposer, the costs incurred by it through the default of the Proposer, provided the City Manager or designee approves the amount thus charged to the Proposer.

The City may require the Surety on the Proposer's bond to take control of the work at once and see to it that all deficiencies of the Proposer 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 Proposer 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 Proposer 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 Proposer's operations. The City shall also have the right to enter the premises with the Proposer 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 Proposer 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 Proposer hereunder shall constitute a waiver by the City of any claim which the City may have against the Proposer 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 Proposer's expense.

The City Manager or designee may order re-examination of questioned work and if so ordered, the Proposer 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 Proposer shall pay such costs unless they show that the defect in the work was caused by another Proposer, and in that event, the City shall pay such cost.

The inspection of the work shall not relieve the Proposer 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.

PROPOSAL REVIEW AND CONTRACT AWARD

Failure to submit all documents requested at the time of proposal may deem the Proposer's proposal ineligible for award. The City of St. Pete Beach reserves the right to reject any or all proposals or parts of proposals. The contract shall be awarded by written notice to the responsible and responsive Contractor whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the price and other criteria set forth in this request for proposals. The City may waive any informality.

LOCAL, STATE AND FEDERAL COMPLAINT REQUIREMENTS

The laws of the State of Florida do apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to their proposal 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:

- Proposer agrees to comply with all applicable portions of Fla. Stat. 448.095. Proposer 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) Proposer 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 Proposer 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) Proposer shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- Proposer 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 Proposer'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. Proposer 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 proposal 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 Proposer, the Proposer 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 proposals, to waive irregularities and technicalities, and to request re-submission. If only one proposal is received by the proposal date and time listed, the proposal may or may not be rejected by the City depending upon proposal 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 proposals. The City reserves the right to award the contract to a responsible

proposer submitting a responsible proposal, with a resulting negotiated agreement which is most advantageous and in the best interest of the City.

Proposers, Proposers, their agents, and associates shall not contact or solicit any City Commission member, City employee, or official regarding this RFP during any phase of the proposalding process. Failure to comply with the provision may result in disqualification of the Proposer, at the option of the City. Only that individual listed, or an approved designee, as the contact person for this RFP 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 Proposer's previous bonds for the past five (5) years.

The City shall be the sole final judge of qualifications of Proposer to perform service and reserves the exclusive right to accept or reject any proposal as it deems to be in the best interests of the City. The City reserves the right to make such investigation, as it deems necessary, to determine the ability of any proposer to perform the work or service requested. Failure to comply with the requirements of this section may be grounds for rejecting a response.

VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO § 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach

by: _____
(Print individual's name and title)

for: _____
(Print name of entity submitting sworn statement)

at: _____
(Business address)

and (if applicable), its Federal Employer Identification Number (FEIN):

(FEIN)

or, if the entity has no FEIN, include the Social Security Number:

(SSN)

by the individual signing this sworn statement:

(Signature)

2. I understand that a "public entity crime" as defined in § 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any proposal 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 proposals or applies to proposal on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the **statement which I have marked below is true** in relation to the entity submitting this sworn statement (indicate which statement applies).

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 2025, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

(Print, Type, Stamp, or Commissioned
Name of Notary Public) |

VII. NON-COLLUSION AFFADAVIT

STATE OF _____

COUNTY OF _____

I state that I _____ of _____,

(Name and Title)

(Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher 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: _____

Signed By: _____

Print Name: _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 2025, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

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

VIII. SPECIFICATIONS

IX. SAMPLE AGREEMENT

Sample Agreement behind this page.

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Title of Agreement

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and (Vendor Name Here). (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 \$().
 - 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 (3) three years with (2) two, (1) one year extensions from the Effective Date.]
11. Effective date. The “Effective Date” of this Agreement shall be the date this Agreement has been executed by all parties.
12. Termination. This Agreement may be canceled by the City when:
- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
 - b. Sub-standard or non-performance of Agreement.
 - c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.
13. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.
14. Non-Exclusivity. Contractor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.
15. Compensation. Upon Contractor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay

Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B.

16. Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an 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:

President
C.A.P. Gvoernment, Inc.
343 Almeria Avenue
Coral Gables, FL 33134

As to City:

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

With Copy To:

carlos.a.penin@bureauveritas.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.

City of St. Pete Beach:

Signature: _____

Signature: _____

By: Carlos A. Penin, PE

By: Frances Robustelli

Its: .President

Its: City Manager

Date: _____

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 ____ day of _____, 2025, by and between the CITY OF ST. PETE BEACH, a Florida municipality, hereinafter referred to as the “City”, and _____, 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)

EXHIBIT “C”

(Place Vendor’s Proposal Behind this Page)

EXHIBIT “C”

(Place Vendor’s Proposal Behind this Page)



Request for Proposal
Community Development Temporary
Personnel during Emergency and Non-Emergency
Periods

Submitted by:



**C.A.P. Government, Inc.
343 Almeria Avenue
Coral Gables, FL 33134
(305) 448-1711**



PROPOSER'S
CONTRACT
PROPOSAL



Request for Proposal
Community Development Temporary
Personnel during Emergency and Non-Emergency Periods

II. CONTRACTOR'S PROPOSAL SUBMITTAL

The company that is submitting a proposal declares that it has extensive experience in providing **Community Development Temporary Personnel during Emergency and Non-Emergency Periods**.

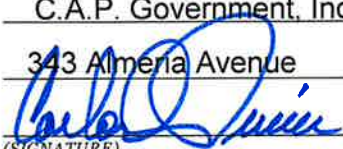
The undersigned, as Proposer, hereby declares that the only person or persons interested in the Proposal as principal or principals are named herein, and that no person other than herein mentioned has any interest in the Proposal or in the Agreement to be entered into; that this Proposal or Agreement is made without connection with any other person, company, or parties making a Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Proposer 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 proposals; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Proposer proposes and agrees, if the Proposal is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for "**Community Development Temporary Personnel during Emergency and Non-Emergency Periods**" 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 Proposer shall be required to utilize the template Agreement in this Request for Proposals (RFP) and any questions regarding the Agreement must be addressed during the RFP process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

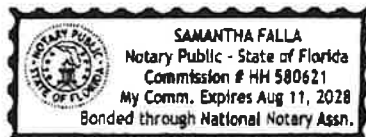
The Proposer proposes to furnish all materials, equipment, labor, and perform the work submitted in their proposal schedule for the City of St. Pete Beach "**Community Development Temporary Personnel during Emergency and Non-Emergency Periods**".

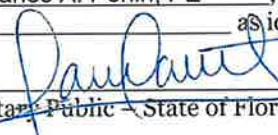
COMPANY: C.A.P. Government, Inc. DATE: 05/21/2025
ADDRESS: 343 Almeria Avenue PHONE: (305) 448-1711
PROPOSER:  NAME: Carlos A. Penin, PE, President
(SIGNATURE) (PRINT NAME & TITLE)

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11 day of June, 2025, by Carlos A. Penin, PE, who is personally known to me or has produced as identification.

(SEAL)




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



FEE SCHEDULE



Request for Proposal Community Development Temporary Personnel during Emergency and Non-Emergency Periods

III. FEE SCHEDULE

Non-Emergency Schedule (as Needed)

TYPE	Hourly Rate	Overtime Rate
Permit Tech	\$55.00	\$71.50
Substantial Damage Inspectors	\$85.00	\$110.50
Plans Examiners	\$95.00	\$123.50
Building Official	\$115.00	\$149.50
Flood Plain Specialist	\$95.00	\$123.50
Deputy Building Official	\$115.50	\$149.50
Inspectors	\$90.00	\$117.00

Emergency Schedule (Required)

Type	Minimum Number of Personnel Required	Hourly Rate	Overtime Rate
Permit Tech	10	\$55.00	\$71.50
Substantial Damage Inspectors	24	\$90.00	\$117.00
Plans Examiners	3	\$100.00	\$130.00
Building Official	1	\$120.00	\$156.00
Deputy Building Official	1	\$120.00	\$156.00
Flood Plain Specialist	1	\$100.00	\$130.00
Inspector	4	\$95.00	\$123.50



**COI
&
SURETY LETTER**



Request for Proposal
Community Development Temporary
Personnel during Emergency and Non-Emergency Periods



AXIS Insurance Company

233 South Wacker Drive
Suite 4930
Chicago, IL 60606

May 21, 2025

City of St. Pete Beach

Re: Bureau Veritas Holdings, Inc. (the "Contractor")

Dear City of St. Pete Beach,

AXIS Insurance Company (the "Surety") is the acting Surety for the Contractor. We are writing to recommend the Contractor as a potential bidder for upcoming projects. While available bonding capacity will depend on several factors including the total amount of work on hand at any one point in time, the Contractor's current bond capacity is approximately \$5,000,000 for single projects and \$5,000,000 for all projects in the aggregate.

Subject to our review and approval of the contract terms and conditions, bond forms, contract funding arrangements and any other pertinent underwriting considerations, if the Contractor is awarded a contract within the range discussed above and requests that the Surety provide the necessary payment and performance bonds, we will be prepared to execute the bonds.

Please be advised that our consideration and issuance of bonds is a matter solely between the Contractor and the Surety. This letter is an indication of the current surety support level and is not a binding commitment to the Contractor or any third party. The Surety assumes no liability to any third parties, including to you, if for any reason we do not execute the bonds.

Regards,

Sara Owens

Attorney-in-Fact, AXIS Insurance Company



POWER OF ATTORNEY

Know All Men by These Presents: That **AXIS Insurance Company**, an Illinois property and casualty company, (the "Company") does hereby appoint:

Annmarié Breene, Babette Ward, Cathy H. Ho, Dana Donahue, Joanne C. Wagner, Kimberly G. Sherrod, Lori S. Shelton, Patricia Dorsaneo, Patricia A. Rambo, Patrick Breene, Sara Owens, and Wayne G. McVaugh.

as its true and lawful Attorney(s)-In-Fact, to make, execute, seal and deliver for and on its behalf as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf. The Company may revoke this appointment at any time.

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This Power of Attorney is signed, sealed and certified under and by the authority of resolutions adopted by unanimous written consent of the Board of Directors of the Company on September 27, 2023:

RESOLVED, that in connection with the Agreements, any one of the Chief Executive Officer, President, any Executive Vice President, any Senior Vice President of the Company, or any Vice President - Surety (each an "Authorized Officer"), acting singly, shall have the power and authority to appoint and revoke Attorneys-In-Fact, and to allow such Attorneys-In-Fact to further delegate their power and authority pursuant to appropriate written agreements, to make, execute, seal and deliver for and on behalf of the Company as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf; and

RESOLVED FURTHER, that each of the each of the Authorized Officers and any Secretary or Assistant Secretary of the Company, hereby is, acting singly, authorized, empowered and directed to perform such acts and things as may be necessary or appropriate to carry out the foregoing resolution and the transactions contemplated thereby.

In Witness Whereof, **AXIS Insurance Company** has caused this instrument to be signed and its corporate seal to be affixed by a duly elected and qualified officer, this 10th day of October, 2023.

Attested and Certified
AXIS Insurance Company

By: [Signature]
Printed Name: Andrew M. Weissert
Title: Senior Vice President



STATE OF GEORGIA
COUNTY OF FULTON

Before me personally came **Andrew M. Weissert, Senior Vice President** of **AXIS Insurance Company**, to me known to be the individual and officer described herein, who acknowledged that they, being duly authorized, signed, sealed with the corporate seal and delivered the foregoing instrument by the authority and direction of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

[Signature]
Notary Public



CERTIFICATION

I, **Frances R. Mathis, Assistant Secretary** of **AXIS Insurance Company**, do hereby certify that the attached Power of Attorney the 10th day of October, 2023, on behalf of the person(s) as listed above is a true and correct copy and the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said **Andrew M. Weissert**, who executed the Power of Attorney, was a duly elected Senior Vice President of **AXIS Insurance Company** on the date of the execution of the attached Power of Attorney.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of **AXIS Insurance Company** on this the 21st day of May, 2025.

By: [Signature]
Printed Name: Frances R. Mathis
Title: Assistant Secretary





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/21/2025

Holder Identifier :

Certificate No : 570112648775



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 Aon Risk Services Northeast, Inc. Aon Risk Services Northeast, Inc. NY NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): 866-283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:
INSURED C.A.P. Government, Inc. 343 Almeria Avenue Coral Gables FL 33134 USA	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Co. NAIC # 19682 INSURER B: Allianz Global Risks US Insurance Co. 35300 INSURER C: Trumbull Insurance Company 27120 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 570112648775

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			USL00159325 SIR applies per policy terms & conditions	01/01/2025	01/01/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			10 AB S41202 AOS	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$250,000			USL00163325	01/01/2025	01/01/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	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	N/A	10WNS41200 See State Policy Addendum	01/01/2025	01/01/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B	Architects & Engineers Professional			USF00248025 Claims Made SIR applies per policy terms & conditions	01/01/2025	01/01/2026	Each Claim \$2,000,000 Aggregate \$4,000,000

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

The Architects & Engineers policy includes coverage for Professional Liability and Contractors Pollution Liability policies. City of St. Pete Beach, FL, 155 Corey Avenue, St. Pete Beach, FL 33706 is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of General Liability, Automobile Liability, Workers' Compensation and the Contractor's Pollution portion of the Professional Liability policy. Federal Longshore coverage is included in accordance with the policy provisions of the Workers

CERTIFICATE HOLDER

CANCELLATION

City of St. Pete Beach 155 Corey Avenue St. Pete Beach FL 33706 USA	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 <i>Aon Risk Services Northeast, Inc.</i>
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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED C.A.P. Government, Inc.	
POLICY NUMBER See Certificate Number: 570112648775		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570112648775	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:
 Compensation policy.



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED C.A.P. Government, Inc.	
POLICY NUMBER See Certificate Number: 570112648775			
CARRIER See Certificate Number: 570112648775	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

workers Compensation/Employers Liability

10WNS41200 01/01/25-01/01/26 Trumbull Insurance AR,DC,IN,LA,NE,RI,UT
 10WNS41200 01/01/25-01/01/26 Twin City Fire Insurance Company FL,ND,OH,WA,WY
 10WNS41200 01/01/25-01/01/26 Hartford Insurance Company of the Midwest AK,ID
 10WNS41200 01/01/25-01/01/26 Hartford Casualty Insurance Company MO,WV
 10WNS41200 01/01/25-01/01/26 Nutmeg Insurance Company CT,IL
 10WNS41200 01/01/25-01/01/26 Hartford Fire Insurance Company NH,OR,PA
 10WNS41200 01/01/25-01/01/26 Hartford Accident and Indemnity Company AL,GA,KY,MI,MT,NY,TN,VT
 10WNS41200 01/01/25-01/01/26 Property & Casualty Ins Co of Hartford CA,CO,DE,ME, MN,MS,SC
 10WNS41200 01/01/25-01/01/26 Hartford Insurance Company of Illinois TX
 10WNS41200 01/01/25-01/01/26 Hartford Insurance Company of the Southeast KS,MD
 10WNS41200 01/01/25-01/01/26 Hartford Underwriters Insurance Company AZ,HI, NC,NJ,SD,VA
 10WNS41200 01/01/25-01/01/26 Sentinel Insurance Company, Limited IA,NM,NV,OK
 10WBS41201 01/01/25-01/01/26 Twin City Fire Insurance Company WI
 10WBS41201 01/01/25-01/01/26 Sentinel Insurance Company, Limited MA



V.
REFERENCES
& MINIMUM
QULIFICATIONS



Request for Proposal
Community Development Temporary
Personnel during Emergency and Non-Emergency Periods

V. REFERENCE & MINIMUM QUALIFICATIONS

The references listed below highlight government agencies that C.A.P. Government, Inc. (CAP) is currently contracted with to provide similar services over the past five (5) years. In addition to the support we provide during emergencies we also provide personnel during non-emergency periods.

<u>GOVERNMENT AGENCY</u>	<u>SERVICES PROVIDED</u>
<u>CITY OF PUNTA GORDA</u> <u>Contact Person:</u> Dr. Melissa Reichert Interim City Manager (941) 575-3394 mreichert@cityofpuntagordafl.com	<u>Plans Review, Inspections and Building Official on an as needed basis.</u> <u>Immediate Deployment of Damage Assessment.</u> CAP's Emergency Management Team responded to the City's Emergency Operations Center (EOC) and immediately deployed our trained personnel. <u>Damage Assessment:</u> - CAP documented the extent and severity of damage caused by the hurricane to infrastructure, public facilities, private properties, and natural resources within the City. <u>Substantial Damage Assessment</u> - CAP conducted an evaluation to determine whether structures damaged by the hurricane met the criteria for "substantial damage" as defined by the National Flood Insurance Program (NFIP) and local floodplain management regulations.
<u>CITY OF SANIBEL</u> Contact Person: Mr. Dana Souza City Manager (239) 472-3700 Dana.souza@mysanibel.com	<u>Plans Review, Inspections and Building Official</u> <u>Immediate Deployment of Damage Assessment.</u> CAP's Emergency Management Team responded to the City's Emergency Operations Center (EOC) and immediately deployed our trained personnel. <u>Damage Assessment:</u> - CAP documented the extent and severity of damage caused by the hurricane to infrastructure, public facilities, private properties, and natural resources within the City. <u>Substantial Damage Assessment</u> - CAP conducted an evaluation to determine whether structures damaged by the hurricane met the criteria for "substantial damage" as defined by the National Flood Insurance Program (NFIP) and local floodplain management regulations.

GOVERNMENT AGENCY	SERVICES PROVIDED
<u>CITY OF CAPE CORAL</u> Contact Person: Mr. Shane Kittendorf Building Official (239) 574-0598 skittendorf@capecoral.gov	<u>Plans Review and Inspections</u> <u>Improvement/substantial damage (SI/SD) inspections:</u> CAP’s licensed inspectors conduct substantial fields within the City’s Special Flood Hazard area. Inspections involve visiting each property and providing documented findings and estimates that can be utilized to make Substantial Damage Estimator (SDE) determinations using Federal Emergency Management Agency (FEMA) methodology. CAP provides professional licensed personnel in the following fields: • Structural, Building, Electrical, Plumbing, and Mechanical Inspectors • Plans Examiners, Certified Building Officials and, Certified Floodplain Manager
<u>STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT POST-DISASTER BUILDING OFFICIAL ACTIVITY SUPPORT</u> Contact Person: Ms. Bledina Choudelor, MBA Floodplain 1206 Subapplication Support Specialist Contractor (407) 988-4492 Bchoudelor@tidalbasin.rphc.com	CAP provided qualified personnel, to assist Hurricane Idalia disaster impacted communities with post-disaster building official activities as set forth in the Disaster Recovery and Reform Act (DRRA) Section 1206, and in accordance with FEMA Policy FP 204-079-01 Building Code, and Floodplain Management Administration and Enforcement. CAP provided the following positions: • Building Inspectors • Building Officials • Building Code Plan Examiners • Code Enforcement • Permit Reviewers

Due to the extensive number of clients, we have highlighted a select few based-on longevity. We have also included the dollar value of each contract.

Entity	Description of Services	On-going	Dollar Value (YTD)
City of Aventura	Full Building	1995 – Ongoing	\$1M
City of Weston	Full Building	2005 – Ongoing	\$1M
City of Fort Lauderdale	Supplemental	2006 – Ongoing	\$300K
City of Miami Beach	Supplemental	2006 – Ongoing	\$400K
City of North Miami Beach	Supplemental	2008 - Ongoing	\$50K
City of Dania Beach	Supplemental	2009 - Ongoing	\$350K
Sarasota County	Supplemental	2018 - Ongoing	\$60K

HISTORY AND CAPABILITIES OF THE FIRM

Founded in 1989, C.A.P. Government, Inc. (CAP) began as a visionary response to the growing need for municipal support in building department operations across South Florida. The company's pioneering contract with the Village of Key Biscayne marked a significant milestone, establishing CAP as one of the first firms in the region to offer outsourced building department services.

Over the following decades, CAP built a strong reputation for professionalism, flexibility, and quality service. **This allowed the company to expand its footprint and provide plan review and inspections to more than eighty-five (85) municipalities and nine (9) educational institutions.** By developing adaptable service models ranging from full building department management to supplemental and expedited services.

CAP has met the evolving needs of local governments while maintaining high standards of **code compliance, public safety, and customer service.**

CAP's team has expanded to over **300+ experienced professionals**, including certified Building Officials, Inspectors, Plan Reviewers, Floodplain and Permit Technicians. Our personnel are certified professionals adhering to the regulations set forth by the Florida Department of Business and Professional Regulation (DBPR) and the Florida Building Code, we are well-equipped to provide expert guidance and oversight on construction projects throughout the State of Florida.

Our Core Services are the following:

Full Building Department Management

CAP provides comprehensive management of all building department operations, including staffing positions such as Building Official, Plans Examiner, Inspectors, IT Support, Administrative Support, Municipal Code Enforcement, Floodplain and Planning and Zoning.

Supplemental Services

This model offers managerial, technical, and administrative staff on an as-needed basis, allowing clients to adjust staffing levels according to demand.

Hybrid Model

CAP offers expedited services for an additional fee, providing clients with flexibility and timely support for urgent needs.

Emergencies/Disasters Response and Recovery

CAP is a leader in emergency management and disaster recovery since Hurricane Andrew in 1992, serving the entire State of Florida. Our Emergency Managers and Building Officials are trained in the National Incident Management System (NIMS) and the FEMA Incident Management System. We provide a range of services including Municipal Emergency Operations Center (EOC) support, emergency damage assessments, structural and electrical support for Building and Public Works Departments, and continuity of operations planning for municipalities and educational institutions.

Our extensive experience in hurricane disaster response and recovery includes working on Hurricane Andrew (1992), Hurricane Charley (2004), Hurricane Ivan (2004), Hurricane Jeanne (2004), Hurricane Dennis (2005), Hurricane Wilma (2005), Hurricane Irma (2017), Hurricane Florence (2018), Hurricane Michael (2018), Hurricane Dorian (2019), Hurricane Ian (2022), and Hurricane Nicole (2022).

Additional services include **Electronic Plan Review (EPR), field inspections with real-time digital documentation, code enforcement and administrative support.** Since 2013, CAP has been investing in, developing, and implementing an Electronic Plans Review (EPR) platform. This platform enables our Plans Examiners to work electronically in an efficient, transparent, and real-time manner, ensuring accurate and timely inspections and documentation.

CAP operates out of three (3) offices in **Coral Gables (corporate headquarters), Fort Lauderdale, and West Palm Beach**, continuing its mission to deliver responsive, innovative, and transparent services to municipalities across the State of Florida.

Office Locations

Corporate Office: 343 Almeria Ave, Coral Gables, FL 33134

Broward Office: 100 SE 12th St., Fort Lauderdale, FL 33316

Palm Beach Office: 1910 N Florida Mango Rd., West Palm Beach, FL 33409

CAP confirms that there are no unresolved or ongoing claims or disputes against the firm, its principals, or any claims initiated by our firm against third parties in excess of \$500,000.

Over the past five (5) years, CAP has not been involved in any litigation, either as a plaintiff or defendant. There are no litigation outcomes to report during this period. Our commitment to transparent and ethical business practices has enabled us to avoid legal disputes and maintain positive relationships with clients, partners, and stakeholders.

CAP hereby affirms that we are not presently in violation of any statutes, regulations, or rules that could impact our operations. We adhere strictly to all applicable legal and regulatory requirements, and our operations are conducted in full compliance with industry standards and governing laws.

C.A.P. Government, Inc. a Bureau Veritas Company maintains a strong bonding capacity to support our operations and project requirements. This capacity reflects our financial stability and ability to secure performance and payment bonds for projects of varying size and complexity. We have provided a bond letter from our surety company confirming this capacity. (Please see enclosed letter)

Over the past five (5) years, there have been no claims filed against any of the bonds issued on behalf of our firm. We have consistently met our contractual obligations, ensuring that all projects are completed in accordance with the terms of our agreements.



Forms



Request for Proposal
Community Development Temporary
Personnel during Emergency and Non-Emergency Periods

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: Carlos A. Penin, PE
(Print individual's name and title)

for: C.A.P. Government, Inc.
(Print name of entity submitting sworn statement)

at: 343 Almeria Avenue, Coral Gables, FL 33134
(Business address)

and (if applicable), its Federal Employer Identification Number (FEIN):

65-0121594
(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 proposal 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 proposals or applies to proposal 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.

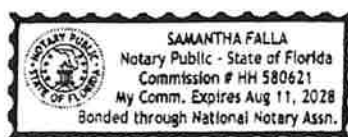
☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent 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 Miami-Dade

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11 day of June, 2025, by Carlos A. Penin, PE, who is personally known to me or has produced _____ as identification.

(SEAL)



Samantha Falla
Notary Public - State of Florida

Samantha Falla
(Print, Type, Stamp, or Commissioned Name of Notary Public)

VII. NON-COLLUSION AFFADAVIT

STATE OF Florida
COUNTY OF Miami-Dade

I state that I Carlos A. Penin, PE of C.A.P. Government, 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.

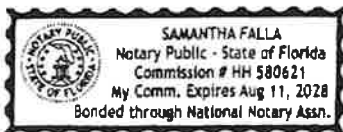
Name of Organization: C.A.P. Government, Inc.

Signed By:

Print Name: Carlos A. Penin, PE

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of ☒ physical presence or ☐ online notarization**, this 11 day of June, 2025, by Carlos A. Penin, PE, who is personally known to me or has produced _____ as identification.

(SEAL)



~~Notary Public - State of Florida~~

Samantha Falla
(Print, Type, Stamp, or Commissioned
Name of Notary Public)



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM 1

Community Development Temporary Personnel during Emergency and Non- Emergency Periods

Issued 06/04/2025

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 06/11/2025, electronically via Bonfire or DemandStar 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.

Questions and Answer

1. Are candidate resumes required with the bid response submission? If so, should they be actual resumes or sample resumes? **They are not. We would require them only when and if needed.**
2. Are there any mandatory Subcontracting Goals? **No**
3. Is there an incumbent for this contract? If yes, could you provide the incumbent's pricing and details? **There is not. While we contract for misc. positions, this type of RFP has never been submitted.**
4. Are there any Pain points with the current incumbent? **N/A**
5. What is the budget allocated to this contract? **It would be based on need due to missing positions which monies are already allocated by salaries for that fiscal year.**
6. What is the previous spending? **The spend is a moving scale depending on need throughout the year and if there are emergency situations that warrant more personnel.**
7. Is it a single award contract? **No**
8. Was the pre-proposal meeting mandatory? If Yes, are we still eligible to submit the response if we did not attend it? **The meeting was mandatory and anyone not on the meeting would be ineligible to bid.**
9. Is it a hard copy Submission or and portal submission or both? **Only electronic via Bonfire or DemandStar**
10. Is " A letter from the surety company stating the contractor is bondable up to \$10,000.00 and upon activation following a disaster event a performance bond will be issued." required with the bid? **Only if selected as a vendor for the City.**



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM 2

Community Development Temporary Personnel during Emergency and Non- Emergency Periods

Issued 06/04/2025

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 06/11/2025, electronically via Bonfire or DemandStar 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.

Questions and Answer

1. Will the City accept proposals from service providers that submit on some, but not all services identified in the RFP? **Yes**
2. Will the City accept proposals for PERMIT TECH services performed remotely? **While some positions may be able to be performed remotely, it will be up to the Community Development if they would allow that. If you are proposing a remote position, that should be noted in the RFP Response.**
3. Will the City accept proposals for FLOOD PLAIN SPECIALIST services performed remotely? **Same as above in question 2**
4. How does the City prefer to receive proposals? The RFP indicates electronic submittal through Bonfire or DemandStar (page 5) but later asks for paper copies and a thumb drive (page 6). **Only Electronic via Bonfire or DemandStar. No paper bids.**
5. Bonding is not typically requested for Professional Services. Is your request for a letter from a surety company still required for this submittal? **It may be waived if that is the decision of the department**



capfla.com

EXHIBIT “D”

Public Assistance Grant Supplement

Public Assistance Grant Supplement

1. Applicability of this Exhibit; Conflicts.

- a. This Exhibit shall be fully incorporated into and made a part of the Agreement, as if the terms contained in this Exhibit were fully re-stated within the Agreement itself.
- b. This Exhibit shall apply: (a) in addition to anything contained in the Contract Documents; and (b) notwithstanding anything contained in the Contract Documents to the contrary. No other provision of the Contract Documents shall serve to limit or restrict the obligations imposed upon the parties in this Exhibit.
- c. In the event of a conflict between anything contained in this Exhibit and anything contained elsewhere in the Contract Documents, this Exhibit shall control and take precedence.
- d. Contractor's agreement to the terms contained in this Exhibit is a material inducement for Contractor to enter into the Agreement.
- e. If this Exhibit is attached to a Purchase Order, the term "Agreement" as used herein shall mean and refer to such Purchase Order to which this Exhibit is attached, and the term "Contract Documents" shall refer to all documents attached to and made a part of such Purchase Order.

2. Defined terms.

- a. For purposes of this Exhibit, the following definitions shall apply, in addition to any terms defined elsewhere in the Contract Documents:
 - i. The terms "recipient" and "non-Federal entity," and the term "applicant" as used in Section 3(a)(8) herein, shall have the same meaning as the term "Owner" as used in the Agreement;
 - ii. The term "contract" as used herein shall have the same meaning as the term "Contract" as used in the Agreement; and
 - iii. The term "contractor" or "prime contractor" as used herein shall have the same meaning as the term "Contractor" as used in the Agreement.
 - iv. The term "internal controls" means a process, implemented by a non-Federal entity, designed to provide reasonable assurance regarding the achievement of objectives in the following categories: (a) Effectiveness and efficiency of operations; (b) Reliability of reporting for internal and external used; and (c) Compliance with applicable laws and regulations. 2 CFR §200.61
 - v. The term "supplies" means all tangible personal property other than those described in 2 CFR §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the

non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 CFR §200.94

- vi. The term “disallowed costs” means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. 2 CFR §200.31
- vii. The term “equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. 2 CFR §200.33

3. Equal Employment Opportunity (41 C.F.R. Part 60-1.4(b)).

a. During the performance of this contract, the contractor agrees as follows:

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

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

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

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

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

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (a) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors

violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- (b) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended; the provisions of contract work hours; the Safety Standards Act; the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333); and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as such acts apply to the performance of this Agreement. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

5. The following paragraph, including all subparts, shall apply if the total compensation under the Agreement, including all change orders, exceeds one hundred thousand dollars (\$100,000.00):

Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708).

Contractors engaged in contracts in excess of Two Thousand and 00/100 Dollars (\$2,000.00) shall comply with Federal requirements of the United States Department of Labor under 29 C. F. R., Parts 1, 3, 5, 6, and 7. All Contractors will comply with the following:

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

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 C.F.R. § 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. § 5.5(b)(1), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. § 5.5(b)(1).

(3) *Withholding for unpaid wages and liquidated damages.* The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 C.F.R. § 5.5(b)(2).

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 29 C.F.R. § 5.5(b)(1) through (4) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. § 5.5(b)(1) through (4).

6. Procurement of Recovered Materials (2 C.F.R. § 200.322)

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

7. The following paragraph, including all subparts, shall apply if the total compensation under the Agreement, including all change orders, exceeds one hundred fifty thousand dollars (\$150,000.00):

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

a. Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided through Pasco County, Florida.

4. Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.

B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section

3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

b. Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided through Pasco County, Florida.

8. Debarment and Suspension

a. Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with Executive Orders 12549 and 12689, and 2 C.F.R. pt. 180, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Lobbying Prohibition

- a. No funds or other resources received under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- b. Required Certification. Contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

10. Hatch Act

The Contractor agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

11. Conflict of Interest

The Contractor shall abide by the provisions of 24 C.F.R., 570.611 and 2 C.F.R., 200.112. The Contractor shall maintain no present or future financial interest, direct or indirect, which would

conflict in any manner or degree with the performance of services required under this Agreement as indicated in 2 C.F.R., 200.318.

12. Religious Activities

The Contractor agrees that funds provided will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization, in accordance with the Federal regulations specified in 24 C.F.R., 570.200(j).

13. Access to Records

- a. Access to Records. The following access to records requirements apply to this contract:
 - (1) The Contractor, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, agrees to provide the Department of Economic Opportunity (DEO), the Chief Financial Officer of the State of Florida, The Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives, the Florida Division of Emergency Management, Owner, Pasco County, Florida, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions at reasonable times. "Reasonable" shall ordinarily mean during normal business hours of 8 a.m. to 5 p.m., local time, Monday through Friday.
 - (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (3) The Contractor agrees to provide Pasco County, Florida or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - (4) In compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by Pasco County, Florida or the Comptroller General of the United States.
 - (5) The Contractor shall include the aforementioned recordkeeping requirements in all approved contracts, subcontracts, and assignments.

14. Bonding Requirements

The Contractor agrees that related contracts must include the required contract clauses outlined in 2 C.F.R. § 200.326 and Appendix 11; and if the contract is for construction or facility improvement it must also include the Federal bonding requirements 2 C.F.R. § 200.325.

15. Employment Eligibility Verification

- a. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Contractor to:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subrecipient during the Agreement term; and,
 - ii. Include in all contracts under this Agreement the requirement that contractors, subcontractors, and consultants performing work or providing services pursuant to this Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, and consultants during the term of the contract.
- b. The Department of Homeland Security's E-Verify system can be found at: <http://www.uscis.gov/e-verify>
- c. If the Contractor does not have an E-Verify MOU in effect, the Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

16. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Pasco County, Florida pre-approval.

17. Compliance with Federal Law, Regulations, and Executive Orders

- a. This is an acknowledgement that Pasco County, Florida financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, Pasco County, Florida policies, procedures, and directives.

18. No Obligation by Federal Government

- a. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

19. Program Fraud and False or Fraudulent Statements or Related Acts

- a. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

20. Procurement By Non-Competitive Proposals

- a. Policy:
 - i. It is the policy of BayCare Health System Inc. to follow the Uniform Federal Guidance 2 CFR 200.320 in regard to procurement by noncompetitive proposals (Sole Source Purchasing). Procurement by noncompetitive proposals is

procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source
 - (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
 - (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity
 - (4) After solicitation of several sources, competition is determined inadequate.
- ii. The procurement must be necessary for the program, project, research or other circumstance supported by the grant; not reasonably available and accessible of the type normally charged as a direct cost to existing sponsored agreements and purchased in accordance with other Institutional policies and procedures.

21. In the Event of a Non-Emergent Procurement the PD/PI Should Complete:

- a. **Cost Price Analysis Form** which includes contractor's total cost proposal or price to determine which are allowable, show their direct relation to the requirements and, reasonableness; and complete the related BayCare **Cost Analysis Worksheet** to support the proposed budget or quotation outlined in the Cost Price Analysis Form. Completion of these forms by the originating department will document that a Cost Analysis has been conducted.
- b. If no additional vendors were available to conduct a comparison against using the Cost Price Analysis Form, please also complete and attach the **Sole Source Justification Form**.
- c. **Responsible Contractor Form:** to document that any contractors have been reviewed and approved for their compliance with Uniform Guidance, Title 2, Subtitle A, Chapter II, Part 200, Subpart D, §200.318, section H.
- d. In addition, related contracts must include the required contract clauses outlined in 2 C.F.R. § 200.326 & Appendix 11; and if the contract is for construction or facility improvement also include the Federal bonding requirements 2 C.F.R. § 200.325.

22. Build America Buy America Act (BABA)

- a. The Contractor shall comply with the requirements under the Build America, Buy America Act when using Federal funds for the purchase of iron, steel, manufactured products, and construction materials permanently incorporated into infrastructure projects as applicable pursuant to the Build America, Buy America Act. All iron, steel, manufactured products

and construction materials used under a federally grant funded project must be produced in the United States as applicable pursuant BABA. The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award.

- b. For purposes of this section:
 - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

23. Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms. 2 C.F.R. § 200.321

- a. Contractors will take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible.
- b. Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this section.

24. Compliance with Copeland “Anti-Kickback”

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate instructions may require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

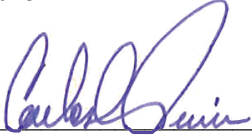
25. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.
2 C.F.R. § 200.216

- a. Under this Agreement, grant funds will not be obligated or expended to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - A. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - B. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - C. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - (4) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
 - (5) For more information, See 2 C.F.R. § 200.471.

26. Historic Artifact Discovery

If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

The terms in this Exhibit are hereby agreed upon by the Contractor as of this _____ day of _____, 2025.

Signed:  _____

Print Name: Carlos A. Penin, PE

Title: President

[END OF EXHIBIT]

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

Agenda Report

Agenda Title Name: Authorize the Execution of a Contract in the amount of \$393,714.75 with Hennessy Construction Services for Construction Manager At Risk Services for Fire Station 22

Action Request: Motion to Authorize the Execution of a Contract with Hennessy Construction Services for Construction Manager At Risk Services for Fire Station 22

Strategic Objective: Recovery, Resiliency and Sustainability

Date: August 19, 2025

Prepared By: Jim Kilpatrick, Fire Chief

Through: Frances Robustelli, City Manager

Summary of Issue: The construction of a new Fire Station 22 is a critical step in restoring emergency service capacity to the southern end of the city following the loss of the previous station to Hurricanes Helene and Milton. With the old facility rendered uninhabitable and subsequently slated for demolition, the city must move forward with a modern, resilient replacement designed to meet FEMA standards and today's operational demands.

Selecting a Construction Manager at Risk (CMAR) is an essential early step in this process. Under the CMAR delivery method, the selected firm will work alongside the city and the project's architect from the design phase through completion. This collaborative approach will provide expertise in cost estimating, value engineering, constructability reviews, and scheduling—helping ensure the project is delivered on time, within budget, and to the highest standards of quality and safety.

The CMAR will assume responsibility for managing subcontractors, overseeing daily construction activities, and delivering the completed facility for a Guaranteed Maximum Price (GMP). This approach minimizes risk

to the city while allowing for flexibility and efficiency during both design and construction.

The new station will be built to withstand severe weather events, meet current life-safety codes, and support modern fire service operations. It will include upgraded living quarters, apparatus bays, training areas, and life-safety systems such as alarms and sprinklers. By engaging a CMAR early in the process, the city can align design, budget, and construction goals from the outset, ensuring a facility that meets the needs of our residents, visitors, and emergency responders for decades to come.

Funding:

The project will be funded through the Florida State Legislature Budget Appropriations, insurance proceeds, potential FEMA reimbursements, and other potential funding sources.

Attachments:

1. Hennessy Agreement
2. CMAR_Presentation_Station22 8.13.2025

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Construction Manager At-Risk (CMAR) for Fire Station 22

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and Hennessy Construction Services Corp. (hereinafter "Contractor"). The City and Contractor together shall be referred to as the "parties."

WHEREAS, The City properly issued a Request for Quotation, 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 \$ (Per attached bid submittal).
 - 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 24 months of the agreement.
10. Term. This Agreement will remain in effect for a period of (24) Twenty-four months 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)
- d. FEMA Addendum (Exhibit D)

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:

Hennessey Construction Services Corp
2300 22nd Street North
St. Petersburg, FL 33713

As to City:

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

With Copy To:

mstalker@hcsfl.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.

Hennessey Construction Services Corp

City of St. Pete Beach:

Signature:  _____

Signature: _____

By: Mark Stalker

By: Frances Robustelli

Its: President

Its: City Manager

Date: 8.11.2025

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brookes
City Attorney

Renee Rose
City Clerk

CITY OF ST. PETE BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS ADDENDUM modifies that certain contract for services made and entered into this ____ day of _____, 2025, by and between the CITY OF ST. PETE BEACH, a Florida municipality, hereinafter referred to as the “City”, and _____, 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 a limited waiver of sovereign immunity for tort liability for Florida public agencies; and

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

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

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

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

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

WHEREAS, Section 787.06(13), Fla. Stat. provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the

nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute;

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

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

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

- (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:**

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

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

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

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

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

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

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

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

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

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

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

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

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

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

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

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

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

A. None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

Contractor:



Print Name: Mark J Stalker

Title: President

Company: Hennessy Construction Services

ATTEST:

City Clerk

City of St. Pete Beach

Frances Robustelli, City Manager

EXHIBIT “B”

**(Place Request for Quotation behind
this page)**



City of St Pete Beach Request for Proposals

Construction Manager At- Risk (SMAR) For Fire Station #22

**Proposals due on or before
6/4/2025 at 9:00 AM EST(Deadline)
City Hall, St. Pete Beach, FL**

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Event	Date	Time
Publication of Bid	05/07/2025	8:00 AM
Pre-Bid Meeting (MANDATORY)	05/14/2025	1:00 PM
Deadline for Question Submission	05/28/2025	10:00 AM
Bid Receiving Deadline	06/04/2025	9:00 AM
Bid Opening	06/04/2025	10:00 AM

II. CONTRACTOR'S PROPOSAL SUBMITTAL

The company that is submitting a proposal declares that it has extensive experience in **Construction Manager At-Risk f(SMAR) For Fire Station #22**.

The undersigned, as Proposer, hereby declares that the only person or persons interested in the Proposal as principal or principals are named herein, and that no person other than herein mentioned has any interest in the Proposal or in the Agreement to be entered into; that this Proposal or Agreement is made without connection with any other person, company, or parties making a Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Proposer 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 proposals; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Proposer proposes and agrees, if the Proposal is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for **"Construction Manager At-Risk f(SMAR) For Fire Station #22"** 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 Proposer shall be required to utilize the template Agreement in this Request for Proposals (RFP) and any questions regarding the Agreement must be addressed during the RFP process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Proposer proposes to furnish all materials, equipment, labor, and perform the work submitted in their proposal schedule for the City of St. Pete Beach **"Construction Manager At-Risk f(SMAR) For Fire Station #22"**.

COMPANY:	_____	DATE:	_____
ADDRESS:	_____	PHONE:	_____
PROPOSER:	_____ (SIGNATURE)	NAME:	_____ (PRINT NAME & TITLE)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of ☐ physical presence or ☐ online notarization**, this ____ day of _____, 2025, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

(Print, Type, Stamp, or Commissioned
Name of Notary Public) |

SUBMIT PROPOSAL TO:
Bonfire or Demandstar: Electronic submittals Only

III. [FEE] SCHEDULE

[Based on Submission

IV. GENERAL CONTRACT TERMS

REQUEST FOR PROPOSALS

The City of St. Pete Beach is seeking a Construction Manager at Risk Services for Fire Station No. 22. The city intends to reconstruct Fire Station No. 22 at the same location as the current station

REQUEST FOR SUMMARY PROPOSAL

The City of St. Pete Beach is seeking a construction manager at risk services for Fire Station No. 22. The city intends to reconstruct Fire Station No. 22 at the same location as the current station. The current station was significantly damaged during the recent Hurricane's Helene and Milton. The city has approved a contract for demolition and is currently awaiting FEMA approval. The city has been engaged with Sweet Sparkman Architects as the professional architectural/engineering firm for design services for Fire Station No. 22 and will expect the awardee to work closely with the firm through the completion of this project. The plans for Fire Station No. 22 are in their final phase of development. The project calls for a 3-bay fire station and is forecasted to be approximately 10,000 square feet in size. |

PROPOSAL SUBMITTALS

Proposal documents must include a signed/notarized Contractor's Proposal Submittal (Page 3), Fee Schedule, References, Contractor's license and insurance certificates, and Public Entity Criminal Affidavit. The Contractor shall submit electronic proposals only. Bidders must submit electronically through online platforms Bonfire and DemandStar. When bidding electronically, only one copy should be submitted.

Proposal documents must include all items listed under the Proposal Submittal Instructions section of this RFP.

Electronic proposals must be submitted by **9:00 AM EST on June 04, 2025 (Deadline)**.

Clearly marked as: **"Construction Manager At-Risk f(SMAR) For Fire Station #22"**

PROPOSER INFORMATION

All prospective Proposers must contact the City's Procurement Manager, in writing via e-mail (jtaylor@stpetebeach.org), with their intention to submit, along with their company name and contact information at least ten (10) business days before the proposal submittal deadline. 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.

MANDATORY PRE-PROPOSAL MEETING

A **Mandatory** pre-proposal meeting will be held on **5/14/2025 at 1:00 PM EST** via TEAMS Video conference/Teleconference. Please contact the City's Procurement Manager (jtaylor@stpetebeach.org) for a meeting invitation and TEAMS Meeting instructions. |

CONTACT INFORMATION

Procurement Manager - John Taylor

Mailing Address - 155 Corey Avenue, St. Pete Beach, Florida 33706

Office Phone - (727) 363-9279

E-mail - jtaylor@stpetebeach.org

SUBMISSION OF PROPOSALS

Proposers should follow the format specified in this RFP and structure their responses to follow the sequence of the Proposal Submittal Instructions when submitting a proposal. An Evaluation Committee will evaluate the proposals received based on responsiveness to the evaluation criteria below and price information provided on the fee schedule.

Proposer is advised that exceptions to any of the terms contained in this RFP or the service agreement must be identified in its response to the RFP. Failure to do so may lead the city to declare any such term non-negotiable. The proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

EVALUATION CRITERIA

The evaluation criteria define the factors that will be used by an Evaluation Committee to evaluate responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate their proposals. The contract will be awarded to the proposer who is determined to be the most advantageous for the City.

The following criteria, in order of priority, will be considered in the evaluation of the proposal:

- The ability, capacity, and skill of the Proposer to perform the contract;
- The cost of the services provided, including any contract renewals;
- The performance of previous contracts and references;
- The sufficiency of the financial resources and ability of the Proposer to provide services for the term of the contract, including extensions; and
- Any other factors determined to be pertinent at the discretion of the Evaluation Committee.

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposals shall include the following:

- A signed and notarized Proposer's Contract Proposal.
- A completed Fee Schedule. Note any exceptions.
- Current proof of insurance certificate.
- A letter from the surety company stating the contractor is bondable up to \$10,000.00 and upon activation following a disaster event a performance bond will be issued.
- A list of references and minimum qualifications as outlined in Section V.
- Include four (4) originals and one (1) unbound copy of the proposal package, along with a copy of the entire proposal on a USB Flash Drive in PDF format.

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 **RFP**. All questions pertaining to the terms and conditions or scope of work of this Request for Proposal (**RFP**) 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 5/28/2025**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFP**. 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 **RFP** 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. If the Proposer discovered the opportunity through one of the two online platforms (Bonfire or DemandStar), do not submit questions through these platforms. Only questions emailed directly to the City Procurement Manager will be answered.

SCOPE OF WORK

The City of St. Pete Beach is seeking a construction manager at risk services for Fire Station No. 22. The city intends to reconstruct Fire Station No. 22 at the same location as the current station. The current station was significantly damaged during the recent Hurricane's Helene and Milton. The city has approved a contract for demolition and is currently awaiting FEMA approval. The city has been engaged with Sweet Sparkman Architects as the professional architectural/engineering firm for design services for Fire Station No. 22 and will expect the awardee to work closely with the firm through the completion of this project. The plans for Fire Station No. 22 are in their final phase of development. The project calls for a 3-bay fire station and is forecasted to be approximately 10,000 square feet in size. |

DETAILED SPECIFICATIONS

PHASE 1: Preconstruction Services

Pre-construction services, for which the Construction Manager will be paid a fixed fee and will be responsible to the city to assist in working with the architectural/engineering firm to manage the process to meet the project budget, scope and schedule. During the Pre-Construction Phase, the Construction Manager shall function as an agent of the city and as an integral part of the Project Team providing the following services, but not necessarily limited to:

- a) Work with the city, architects and engineers to develop the project to the construction phase including bid and award phase services
- b) Pre-qualify subcontractors and vendors
- c) Prepare detailed schedule
- d) Identify critical scheduling issues
- e) Market analysis of bidding documents
- f) Develop bid packages for efficient scheduling cost control and financial resource management
- g) Establish project reporting systems
- h) Establish milestones estimates to maintain city's budget and schedule
- i) Provide and recommend value engineering and cost savings alternatives
- j) Provide input regarding costs, durability of materials, and long-range maintenance needs
- k) Attend project related meetings
- l) Develop the construction site utilization plan
- m) Work with Procurement on RFP Submittal
- n) Work with Procurement to monitor, review and coordinate all addenda
- o) Conduct pre-bid meetings through Procurement to inform prospective bidders and minimize unknowns that may have impacted bids
- p) Provide additional value engineering from subcontractors and vendors including development and implementation of a Direct Purchase Plan to maximize the use of allowable Tax-Exempt Procurement
- q) Establish the Guaranteed Maximum Price (GMP) and confirm project schedule

PHASE 2: Construction and Post Construction Services

In Phase 2 (construction phase and post construction services) of the Contract, the Construction Manager becomes the single point of responsibility for performance of the construction of the Project. Early bid packages for fast track and multi-phase development may be required to meet Project goals. The project will be Leadership in Energy and Environmental Design (LEED) certified and will require the Construction Manager to participate in this process through documentation and general construction practices required to achieve silver level of certification. The Construction Manager shall be responsible for, but not necessarily limited to:

- a) Work with the city, architects and engineers to develop the project throughout the construction phase
- b) Provide additional value engineering from subcontractors and vendors
- c) Maintain detailed schedule
- d) Track and expedite critical scheduling issues
- e) Market analysis of bidding documents
- f) Award bid packages through Procurement for efficient scheduling cost control and financial resource management
- g) Maintain project reporting systems
- h) Maintain milestones estimates to maintain city's budget and schedule
- i) Provide and recommend value engineering and cost savings alternatives
- j) Monitor the review and approval process of governing authorities
- k) Attend project related meetings and provide written records of the meetings
- l) Maintain a construction site utilization plan
- m) On-site construction supervision and administration services
- n) Monitor, review and coordinate the RFI and ASI process
- o) Conduct meetings to inform and communicate project coordination
- p) Monitor / maintain cost associated with the Guaranteed Maximum Price (GMP) and update project schedule
- q) Complete building through substantial completion and final completion
- r) Compile, catalog and submit required as-built documents, warranties
- s) Provide operation and maintenance manuals and in-service training on building equipment
- t) Start-up, testing, adjusting and balancing of mechanical and electrical systems
- u) Scheduling and coordination of installation of city provided furniture, fixtures and equipment
- v) Provide post-construction warranties service- 6-month, 11-month, 24-month walk throughs.

The construction project manager must be a licensed General Contractor, licensed in the State of Florida and the City of St. Pete Beach.

Architect's anticipated dates for preconstruction deliverables:

- Design Development 3/27/2025 – 5/30/2025
- Construction Documents 6/30/2025 – 8/29/2025
- Site Permitting 5/5/2025 – 10/31/2025
- Bidding / Building Permitting 9/1/2025 – 11/20/2025
- Construction Administration 1/2026 – 3/2027

ADDITIONAL WORK DETAILS

Deliverables:

- GMP reconciliation log
- Safety plan
- Site logistics/staging plan with community impact considerations

Proposers or persons wishing to submit a proposal on this project shall be licensed, bondable and insured in accordance with the City's requirements. The Proposer will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Proposal must also include all costs for licenses, permits and any material disposal fees.

Proposers 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 Procurement Manager at least ten (10) business days before proposal submittal deadline. Clarification of intent of Contract Documents, if necessary, shall be made available to Proposers in the form of an Addendum. Failure to request clarification of interpretation of Contract Documents shall not relieve Proposers of their responsibilities to perform the work.

The City of St. Pete Beach reserves the right to reject any or all proposals or parts of proposals, or accept any proposal or part thereof deemed to be in the best interests to the City of St. Pete Beach.

STATEMENT OF WORK

The Proposer 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 Proposer's Proposal and Proposal 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 Proposer shall, within ten (10) business days after receipt of the Notice of Award and before commencement of any operations hereunder, execute the Agreement. Additionally, the Proposer shall, within twenty (20) business days after receipt of the Notice of Award, provide all required documentation to the City.

COMPLETION OF WORK

The work will be completed and ready for final inspection within two (2) years from contract execution. With the option to renew for one (1) additional 1-year period. |

COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposers. No payment will be made for any responses received or for any other effort required of or made by; the Proposer's prior to contract commencement.

ORAL PRESENTATION

The City may require an oral presentation of the proposal at the Evaluation Committee's discretion. This could also include a formal interview of any and all members of the Proposer's contract management staff.

CONFLICT OF INTEREST

The Proposer represents that it presently has no interest and shall acquire no interest, either direct or

indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in FL Stat. 112.311. The Proposer further represents that no person having any interest shall be employed for said performance.

The Proposer shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the city as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to notify the Proposer of its opinion by certified mail within thirty days of receipt of notification by the Proposer.

LATE PROPOSAL OR MODIFICATIONS

Modifications in writing received prior to the time set for the proposal submittal will be accepted. Proposal modifications received after the time set for the proposal submittal will not be considered.

RELATED PARTIES AND MULTIPLE PROPOSALS

Where two (2) or more related parties each submit a proposal or multiple proposals are received from (1) Proposer, for any such contract, such proposals shall be judged non-responsive. Related parties mean Proposers or the principles thereof, which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principles thereof where one (1) Proposer has a direct ownership interest in another Proposer for the same contract.

RIGHT TO AUDIT

The City of St. Pete Beach reserves the privilege of auditing a Proposer's record as such records relate to purchases or work between the City and said Proposer. Records should be maintained for three years from contract date.

VARIANCE FROM STANDARD TERMS & CONDITIONS

All standard terms and conditions stated throughout the RFP apply to this contract except as specifically stated. This should be fully understood by Proposers prior to submitting a proposal.

ASSIGNMENT

The Proposer shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer must disclose that intent in the proposal. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) business days of Proposer's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City shall include but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

LOBBYING

Lobbying of Evaluation Committee members, City employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid award or bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City and shall be prohibited until either an award is final or the protest is finally resolved by the City Manager or Procurement Manager; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting City departments to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision, lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any requests for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

ADDITIONAL REQUIREMENTS

The City reserves the right, by change order, to unilaterally add or delete locations/services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interest of the City. In such case, the Proposer will be required to provide or reduce services to this contract in accordance with the terms, conditions, and specifications.

SERVICES AGREEMENT

A written agreement incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer, and presented to the City Commission for approval and signature.

INTEGRITY OF REQUEST FOR PROPOSAL DOCUMENTS

Proposers shall use the original RFP forms provided within the RFP and enter information in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP forms if sufficient space is not available on the original form for the Proposer to enter a complete response. Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of the RFP. Any such modifications or alterations a Proposer wishes to propose must clearly be stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

The term "City Manager or designee" wherever used in this 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 contract and requirements and shall determine acceptance of the work under this 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 contract terms 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.

EXAMINATION OF SITE

Proposer should 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 Procurement Manager or their designee for changes or alterations before proceeding.

ASSURANCES

The responding Proposer shall provide a statement of assurance that the Proposer 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

Proposer shall include all costs associated with vehicular and pedestrian traffic control and maintenance during the project. Proposer shall be responsible for providing a staging area. The location of this area must be approved by the City Manager or designee. The Proposer will be required to control the area including any additional fencing or barricades and Proposer will be responsible for the restoration of this and all other staging areas provided by the City.

ASSIGNMENT AND TRANSFER OF CONTRACT

The Proposer shall not assign or transfer this Agreement or any part thereof or any interest therein without consent in writing of the City and the Proposer's Surety, and any such assignment or transfer without such written consent shall be null and void.

SUBCONTRACTS

The Proposer shall not subcontract this Agreement or any part thereof or any interest therein without consent in writing of the City and the Proposer'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

A Performance and Payment Bond will be required of the Awarded Proposer for any contract that is in excess of \$100,000.00 dollars and will be in an amount equal to 100 percent (100%) of the price specified in the Agreement. The bond(s) shall be executed by a surety company authorized to do business in the State of Florida, or otherwise secured in a manner satisfactory to the City for the protection of all persons supplying labor and material to the Proposer or its subcontractors for the performance of the work provided for in the contract. The expense of this bond shall be the responsibility of the Proposer.

If at any time a Surety on such bond becomes irresponsible or loses its right to do business in the State of Florida, the City may require another Surety that the Contractor shall furnish within ten (10) business days after receipt of written notice to do so. Evidence of authority of an attorney in fact, acting for the corporate Surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bond. The form of the bond shall be subject to approval by the City. |

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 Proposer 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 Proposer 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.

PERIOD OF PERFORMANCE

A twelve (12) month time limit shall apply to the period of performance.

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 Proposer 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 Proposer 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 Proposer'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 Proposer to make a change in the Work, and if the City and the Proposer do not arrive at a mutually acceptable increase or decrease in the Contract Amount, the Proposer 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 Proposer believes an event or situation has occurred which justifies a change in the Contract Amount or Contract Time, they 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 Proposer first discovered the occurrence. The Proposer shall be deemed to have waived the right to collect any and all costs incurred more than fifteen (15) business days prior to the date of delivery of the written notice and shall be deemed to have waived the right to seek an extension of the Contract Time with respect to any delay in the Progress Schedule which accrued more than fifteen (15) business days prior to the date of delivery of the written notice.

Any such notice shall include sufficient detail to explain the basis of entitlement to a claim for an adjustment to the Contract Amount of Contract Time. When requested by the City Manager or designee, the Proposer

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 Proposer shall prepare proposals 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 Proposer's submitting a written notice of a change or claim for an adjustment to the Contract Amount or Contract Time. Proposer's proposals 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 proposal will not justify an increase in Contract Amount or Contract Time. Proposer agrees that it shall give the City access to any and all of Proposer'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 Proposer for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Proposer 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 Proposer 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.

Proposer proposals 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 Proposer's costs, except that the term "Subcontractor" shall replace the term "Proposer," 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 Proposer, 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 Proposer 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 Proposer 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 Proposer'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 Proposer 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 Proposer and Subcontractors, suppliers, etc., to substantiate the basis and amount of the various cost items involved. Material costs shall reflect the Proposer'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 Proposer (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 Proposer 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 Proposer 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 Proposer shall coordinate with the City regarding the delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Proposer 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 Proposer 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 Proposer. 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 Proposer 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 Proposer, including that retained by the City, should be paid to the Proposer. Such payment shall be conditioned, however, upon the submission by the Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer
- f) Failure of the Proposer 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 Proposer, 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 Proposer.

Before the approval of the final payment, the Proposer 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 Proposer, 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 Proposer all sums due under this contract or the balance remaining unpaid is insufficient to protect the City, the Proposer 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 Proposer. 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 Proposer 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 Proposer 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 Proposer 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 Proposer is responsible for non-compliance of all permit requirements, including all fines resulting from Proposer'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 Proposer 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 Proposer awarded the project, MUST also register their license with the City.

SUPERINTENDENCE

The Proposer 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 Proposer 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. The State of Florida prevailing wage law requires that the Proposer shall fully comply with all provisions contained in Section 215.19, "Schedule of Prevailing Wage Rates for Specified Public Construction." The

wage rates set forth by such determination shall apply to this project.

INSURANCE

The Proposer 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: Proposer's General Public Liability and Property Damage Insurance issued to the Proposer and protecting the Proposer 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 Proposer or by any Subcontractor hired by the Proposer or anyone directly or indirectly employed by the Proposer or hired by the Proposer.

The successful Proposer 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 Proposer or third party under the direction or control of the Proposer. Such general and excess liability coverage shall be primary to any other coverage carried by the City of St Pete Beach. Proposer must furnish the City with Certificate of Insurance prior to commencement of work. An approved Certificate of Insurance furnished by the Proposer's carrier to guarantee the Proposer 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 Proposer 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 Proposer shall make good any such damage, injury, or loss, except such as may be caused by agents or employees of the City.

The Proposer 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 Proposer will provide security on off days and holidays. The Proposer shall be responsible for all charges incurred with such action.

The Proposer 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 Proposer, 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 Proposer shall also protect adjacent property as required by law.

PARKING

The Proposer 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 Proposer 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 Proposer 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 Proposer'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 Proposers 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 Proposer. The Proposer shall hold harmless the City of St. Pete Beach and the City Manager or designee from any fines and litigation resulting from the Proposer's actions. The Proposer shall pay all attorneys' fees, fines, penalties and any other such expenses resulting from the Proposer's actions. The Proposer 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 Proposer shall provide MSDS sheets to the City Manager or designee on all applicable materials before applying those materials. The Proposer 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 Proposer shall aproposale 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 Proposer 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 Proposer 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 Proposer 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 Proposer to acquaint themselves with any aspect of the work or with any of the applicable conditions shall not relieve the Proposer 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 Proposer 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 Proposer 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 Proposer.

The Proposer 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 Proposer 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 Proposer and shall be inclusive to the prices as stated in the PROPOSAL 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 Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer. In the event of their failure to do so, the City at the expense of the Proposer may do the same, and their Surety shall be responsible.

DEFECTIVE WORK OR MATERIAL

The Proposer 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 Proposer 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 Proposers destroyed or damaged by such removal or replacement.

If the Proposer 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 Proposer. If the Proposer 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 Proposer.

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, Proposer 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 Proposer of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Proposer 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 PROPOSER

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 Proposer 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 Proposer shall provide, at his/her cost and expense, any additional land required. It will be the responsibility of the Proposer 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 Proposers 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 Proposer shall fully cooperate with such other Proposers and carefully fit his/her own work to that provided under other Contracts, as may be with the performance of work by any other Proposer or City.

COOPERATIVE PURCHASING

Pursuant to their own governing laws and subject to the agreement of the Proposer, governmental entities may make purchases under the terms and conditions contained in the executed Contract, if agreed to by Proposer. Such purchases are independent of the Contract between the City and the Proposer, 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 Proposer 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 Proposer 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 Proposer'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 Proposer 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 Proposer 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 Proposer, which termination shall take effect immediately upon service of notice thereof on the Proposer 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 Proposer 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 Proposer, the excess unpaid Contract balance shall be paid to the Proposer. 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 Proposer, the Proposer 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 Proposer itself or direct the activities of the Proposer in doing so, employing such additional help as the City deems advisable. In such event, the City shall be entitled to collect from the Proposer and his Surety, or to deduct from any payment then or thereafter due the Proposer, the costs incurred by it through the default of the Proposer, provided the City Manager or designee approves the amount thus charged to the Proposer.

The City may require the Surety on the Proposer's bond to take control of the work at once and see to it that all deficiencies of the Proposer 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 Proposer 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 Proposer 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 Proposer's operations. The City shall also have the right to enter the premises with the Proposer 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 Proposer 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 Proposer hereunder shall constitute a waiver by the City of any claim which the City may have against the Proposer 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 Proposer's expense.

The City Manager or designee may order re-examination of questioned work and if so ordered, the Proposer 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 Proposer shall pay such costs unless they show that the defect in the work was caused by another Proposer, and in that event, the City shall pay such cost.

The inspection of the work shall not relieve the Proposer 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.

PROPOSAL REVIEW AND CONTRACT AWARD

Failure to submit all documents requested at the time of proposal may deem the Proposer's proposal ineligible for award. The City of St. Pete Beach reserves the right to reject any or all proposals or parts of proposals. The contract shall be awarded by written notice to the responsible and responsive Contractor whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the price and other criteria set forth in this request for proposals. The City may waive any informality.

LOCAL, STATE AND FEDERAL COMPLAINEE REQUIREMENTS

The laws of the State of Florida do apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to their proposal 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:

- Proposer agrees to comply with all applicable portions of Fla. Stat. 448.095. Proposer 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) Proposer 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 Proposer 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) Proposer shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

- Proposer 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 Proposer'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. Proposer 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 proposal 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 Proposer, the Proposer 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 proposals, to waive irregularities and technicalities, and to request re-submission. If only one proposal is received by the proposal date and time listed, the proposal may or may not be rejected by the City depending upon proposal 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 proposals. The City reserves the right to award the contract to a responsible proposer submitting a responsible proposal, with a resulting negotiated agreement which is most advantageous and in the best interest of the City.

Proposers, Proposers, their agents, and associates shall not contact or solicit any City Commission member, City employee, or official regarding this RFP during any phase of the proposalding process. Failure to comply with the provision may result in disqualification of the Proposer, at the option of the City. Only that individual listed, or an approved designee, as the contact person for this RFP 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 Proposer's previous bonds for the past five (5) years.

The City shall be the sole final judge of qualifications of Proposer to perform service and reserves the exclusive right to accept or reject any proposal as it deems to be in the best interests of the City. The City reserves the right to make such investigation, as it deems necessary, to determine the ability of any proposer to perform the work or service requested. Failure to comply with the requirements of this section may be grounds for rejecting a response.

VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO § 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach

by: _____
(Print individual's name and title)

for: _____
(Print name of entity submitting sworn statement)

at: _____
(Business address)

and (if applicable), its Federal Employer Identification Number (FEIN):

(FEIN)

or, if the entity has no FEIN, include the Social Security Number:

(SSN)

by the individual signing this sworn statement:

(Signature)

2. I understand that a "public entity crime" as defined in § 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any proposal 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 proposals or applies to proposal on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 2025, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

(Print, Type, Stamp, or Commissioned
Name of Notary Public) |

VII. NON-COLLUSION AFFADAVIT

STATE OF _____

COUNTY OF _____

I state that I _____ of _____,

(Name and Title)

(Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher 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: _____

Signed By: _____

Print Name: _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 2025, by _____, who is personally known to me or has produced _____ as identification.

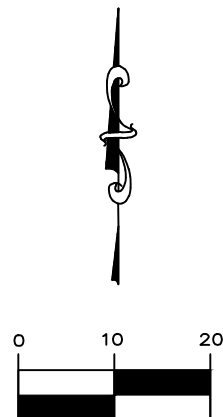
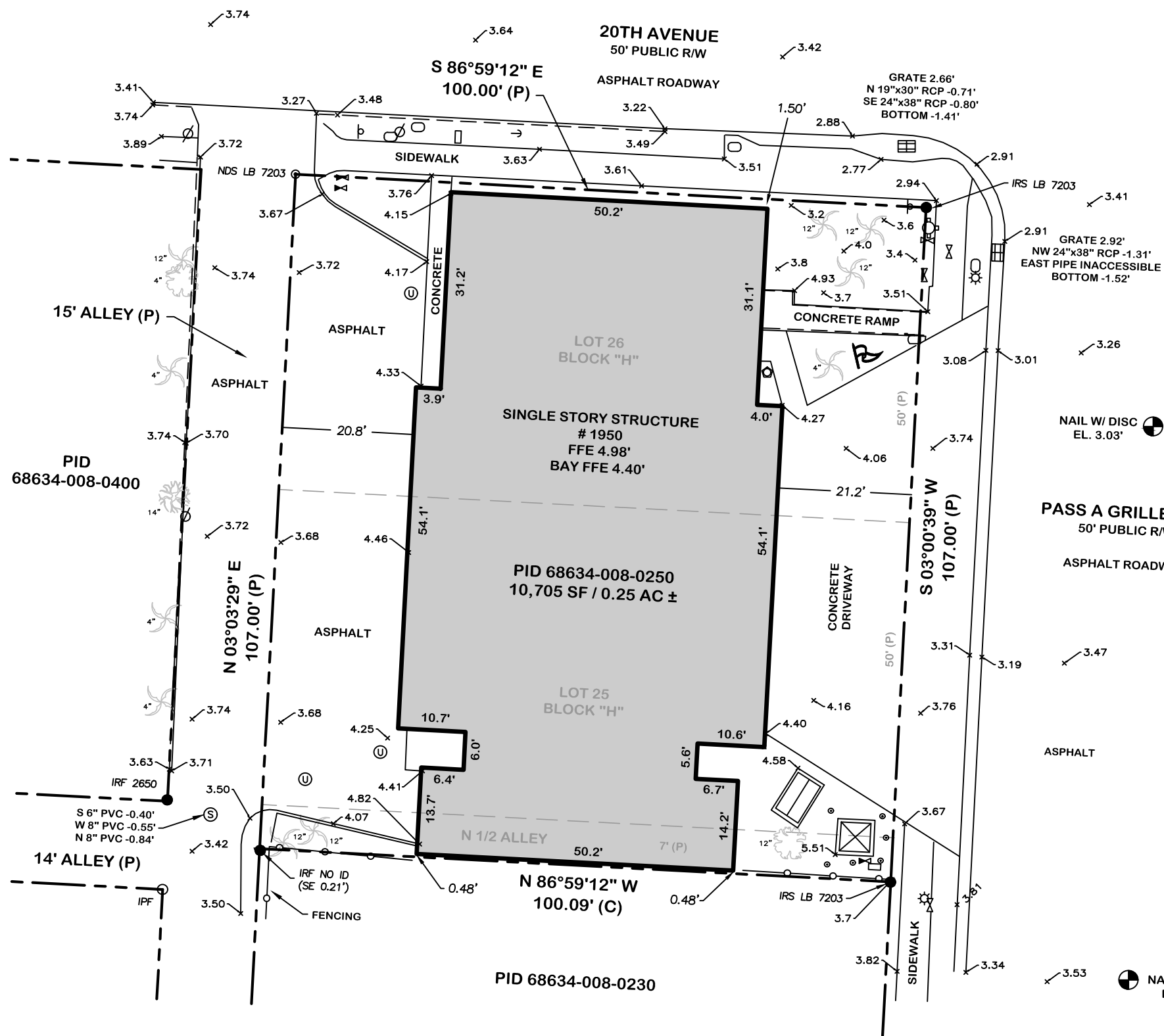
(SEAL)

Notary Public – State of Florida

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

VIII. SPECIFICATIONS

On Next Page



LEGEND			
	BENCHMARK		WATER VALVE
R/W	RIGHT-OF-WAY		UTILITY ACCESS
PID	PARCEL IDENTIFICATION		FIRE HYDRANT
IRS	IRON ROD SET		BOLLARD
NDS	NAIL W/ DISC SET		FLAGPOLE
IRF	IRON ROD FOUND		MAILBOX
IPF	IRON PIPE FOUND		LIGHT POLE
EL.	ELEVATION		PALM
(P)	PLAT		TREE
(C)	CALCULATED		POWER POLE
SF	SQUARE FEET		GUY WIRE
AC	ACRES		UTILITY MANHOLE
FFE	FINISHED FLOOR ELEVATION		ANTENNA
	GRATE INLET		TRANSFORMER
	SIGN		DIESEL TANK
	WATER METER		
	SEWER / RECLAIM VALVE		
	SANITARY MANHOLE		

- GENERAL NOTES
- THIS SURVEY IS REFERENCED TO A GRID PROJECTION OF THE STATE PLANE COORDINATE SYSTEM OF FLORIDA WEST ZONE (NAD 1983/2011 ADJUSTMENT).
 - THE FOLLOWING NGS CONTROL POINTS WERE RECOVERED AND UTILIZED FOR THE ELEVATIONS SHOWN HEREON:
"NOAA A" (NAVD 1988 ELEVATION 6.94') "NOAA D" (NAVD 1988 ELEVATION 4.79').
 - THIS SURVEY IS SUBJECT TO ADDITIONAL PERTINENT EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD, IF ANY.
 - THIS SURVEY DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTY OR PARTIES CERTIFIED TO FOR THE EXPRESS PURPOSE STATED HEREIN AND/OR CONTAINED IN THE CONTRACT BETWEEN HYATT SURVEY SERVICES, INC. AND THE CLIENT FOR THIS PROJECT. COPYING, DISTRIBUTING AND/OR USING THIS DRAWING IN WHOLE OR IN PART FOR ANY PURPOSE OTHER THAN ORIGINALLY INTENDED WITHOUT WRITTEN CONSENT FROM HYATT SURVEY SERVICES, INC. IS STRICTLY PROHIBITED AND RENDERS THE SURVEYOR'S CERTIFICATION, SIGNATURE AND SEAL NULL AND VOID. ANY QUESTIONS CONCERNING THE CONTENT OR PURPOSE OF THIS DRAWING SHOULD BE DIRECTED TO HYATT SURVEY SERVICES, INC.

PROPERTY SURVEYED

LOTS 25 AND 26, BLOCK "H" AS SHOWN AND DESIGNATED ON A PLAT ENTITLED "THE REVISED MAP OF PHILLIPS DIVISION OF PASS-A-GRILLE CITY" RECORDED AMONG THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA IN PLAT BOOK 3, PAGE 38. TOGETHER WITH THE NORTH 1/2 OF THE ALLEY ADJACENT TO LOT 25, BLOCK "H" OF SAID PLAT.

PROJECT #	20-2551-1
SURVEY #	SPB FS
SEC/TWN/RGE	18-32S-16E
SCALE	1" = 20'
SURVEYED	09/2022
SHEET	1 OF 1

Hyatt Survey Services, Inc.

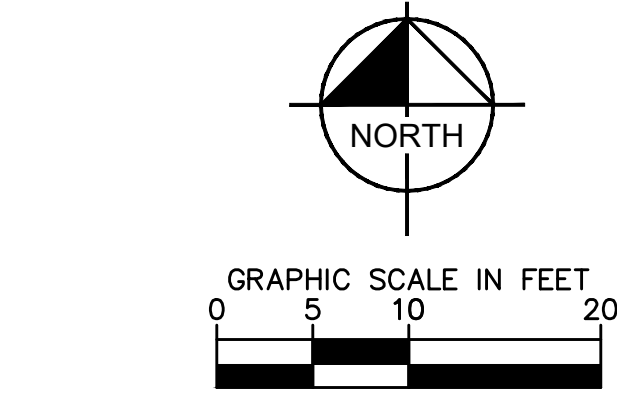
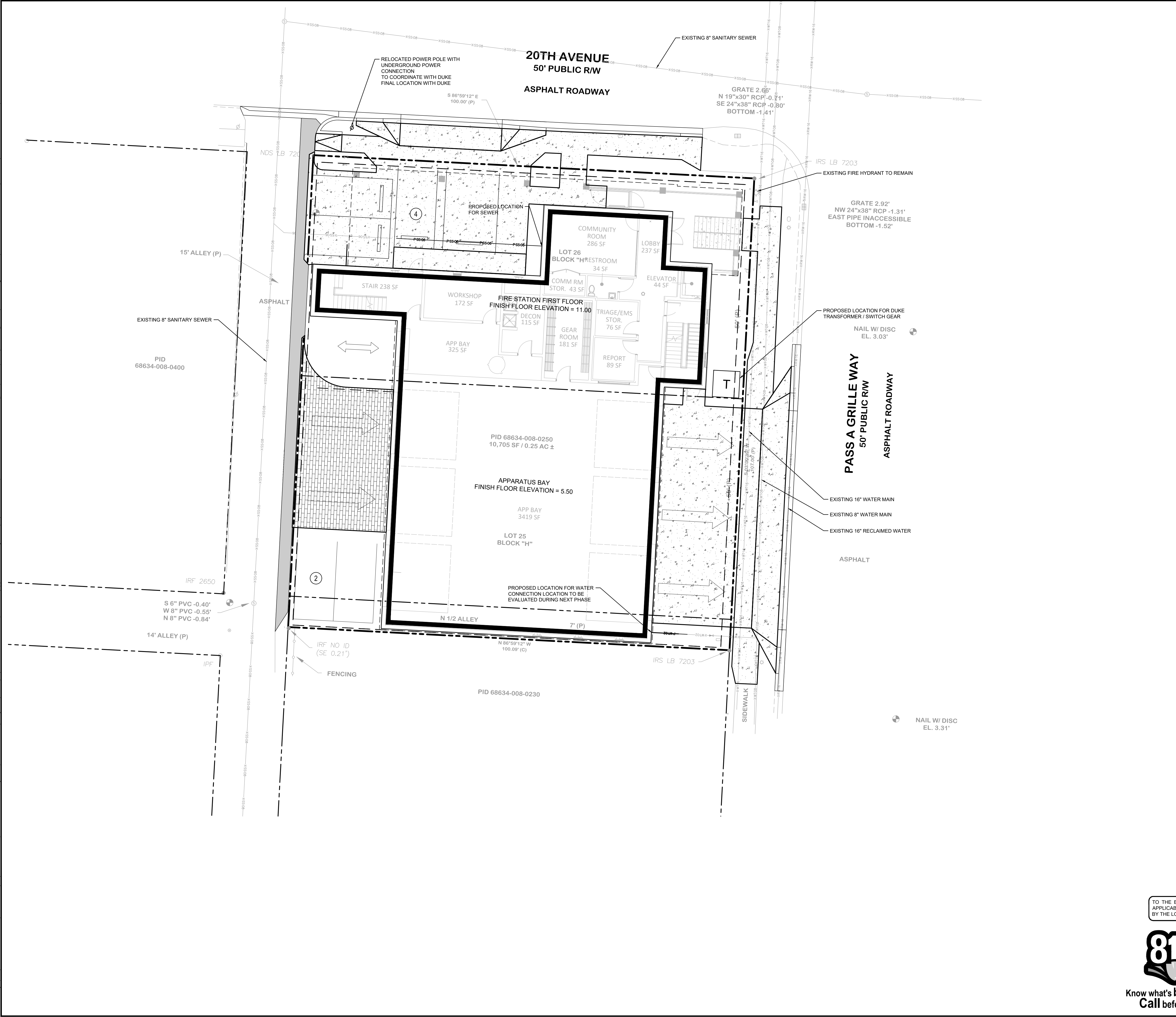
LB No.: 7203 Geographic Data Specialists
2012 Lena Road Bradenton, Florida 34211
Phone: (941) 748-4693

TOPOGRAPHIC SURVEY
ST. PETE BEACH FIRE STATION
1950 PASS A GRILLE WAY
PINELLAS COUNTY, FLORIDA

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

RUSSELL P. HYATT, PSM
FLORIDA SURVEYORS REGISTRATION NO. 5303

Plotted under the Professional Seal of the Engineer. The Engineer's Seal is located in the upper right corner of the drawing. The Engineer's name is Kimley-Horn and Associates, Inc. The Engineer's license number is 148111014. The Engineer's date of expiration is 12/31/2025. The Engineer's address is 14000 N. US Highway 1, Suite 100, Jacksonville, FL 32218. The Engineer's phone number is 904.444.4444. The Engineer's fax number is 904.444.4444. The Engineer's email address is info@kimley-horn.com. The Engineer's website is www.kimley-horn.com. The Engineer's registration number is 148111014. The Engineer's registration date is 12/31/2025. The Engineer's registration state is Florida. The Engineer's registration type is Professional Engineer. The Engineer's registration category is Civil Engineering. The Engineer's registration number is 148111014. The Engineer's registration date is 12/31/2025. The Engineer's registration state is Florida. The Engineer's registration type is Professional Engineer. The Engineer's registration category is Civil Engineering.



LEGEND

- PROPERTY BOUNDARY
- BUILDING SETBACK LINE
- PARKING COUNT
- PROPOSED SIGN
- STANDARD DUTY ASPHALTIC CONCRETE PAVEMENT
- CONCRETE SIDEWALK

SITE DATA TABLE

GENERAL		
PROPERTY TAX ID	18-32-16-68634-008-0250	
OWNER	CITY OF ST. PETE BEACH	
ZONING	INS (INSTITUTIONAL DISTRICT)	
EXISTING LAND USE	CITY GOVT/ NON-RESIDENTIAL	
FUTURE LAND USE	CITY GOVT/ NON-RESIDENTIAL	
SITE DATA		
PROJECT AREA	0.24 ACRES (10,705 SF)	
PROPOSED BUILDING AREA	6,060 SF	
PROPOSED IMPERVIOUS AREA	2,540 SF	
PROPOSED PERVIOUS AREA	2,105 SF	
BUILDING SETBACKS		
PER APPROVED VARIANCE	REQUIRED	PROPOSED
FRONT (NORTH)	1.5 FT	1.5 FT
REAR (SOUTH)	0.5 FT	0.5 FT
SECONDARY SIDE (EAST)	2.0 FT	2.0 FT
SIDE (WEST)	1.0 FT	1.0 FT
PARKING DATA		
PROPOSED PARKING	5 REGULAR SPACES, 1 ADA SPACE	
UTILITIES		
WATER, SEWER AND RECLAIMED WATER TO BE PROVIDED BY CITY OF ST. PETE BEACH UTILITIES. ALL ON-SITE WATER AND SEWER MAINS TO BE PRIVATELY OWNED, OPERATED, AND MAINTAINED. THE EXISTING MAINS WILL SERVICE THE NEW BUILDING. EXTENSIONS OF THE EXISTING MAINS WILL BE NEEDED TO CONNECT TO THE NEW BUILDING.		
POWER		
THE EXISTING POWER ON PASS A GRILL WAY WILL NEED TO BE RELOCATED FOR THE NEW IMPROVEMENTS. THE MAIN LINE RUNS NORTH AND SOUTH AND THE NEW LOCATION OF THIS SWITCH GEAR / TRANSFORMER SHOULD MOVE NORTH AND SOUTH ALONG THE MAIN RUN. SEE SITE PLAN FOR RECOMMENDED LOCATION.		
LANDSCAPING		
ALL LANDSCAPING SHALL MEET OR EXCEED THE REQUIREMENTS OF CITY OF ST. PETE BEACH CODE OF ORDINANCES.		
PHASING		
THIS PROJECT WILL BE CONSTRUCTED IN ONE PHASE		

TO THE BEST OF THE ENGINEER'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH FBC 110.8.4 AND CHAPTER 633 FLORIDA STATUTES



ALERT TO CONTRACTOR:

- THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR THIS ISSUE. WHEN PERFORMING GRADING OPERATIONS DURING PERIODS OF WET WEATHER, PROVIDE ADEQUATE DEWATERING, DRAINAGE AND GROUND WATER MANAGEMENT TO CONTROL MOISTURE OF SOILS. REFER TO MASTER SITE SPECIFICATIONS.
- ALL GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS.

CITY OF ST. PETE BEACH		FLORIDA		CITY OF ST. PETE BEACH	
DATE		JANUARY 2025		PROJECT NO.	
SHEET NUMBER		C300		148111014	
SCALE		AS SHOWN		LISCENSED PROFESSIONAL	
DESIGNED BY		DB		DATE	
DRAWN BY		SF		FLORIDA LICENSE NUMBER	
CHECKED BY		SH		REGISTRY NO. 35108	
SITE PLAN		Kimley»Horn		© 2025 KIMLEY-HORN AND ASSOCIATES, INC.	
				2800 GULF BLVD., SUITE 100,	
				ST. PETERSBURG, FL 33701,	
				PHONE: 727-547-3969 WWW.KIMLEY-HORN.COM	
				BY	
				DATE	
				REVISIONS	
				No.	



LEED v4 (with 4.1 options) for BD+C: New Construction
Preliminary Project Scorecard



SWEETSPARKMAN
ARCHITECTURE & INTERIORS



Project Name: St. Pete Beach Fire Station #22
Project Address: 1950 Pass a Grille Way, St Pete Beach, FL 33706
Project LEED ID: PENDING

KEY:
Notes
Deliverables

LEED Certification Target: Silver
Scorecard Updated: 04/10/2025

Yes ? No

46	17	61	PROJECT TOTALS (Certification Estimates)
Certified: 40-49 points <i>Silver: 50-59 points</i> Gold: 60-79 points Platinum: 80+			

Yes ? No

			PROJECT INFORMATION	Review Stage	Applicable Parties	LEED Requirements & Deliverables
Y			PIF1 Project Information Forms	Design	St.Pete Beach, Sweet Sparkman, Engineering Matrix, Kimley Horn	Overview Document and description of the project's HVAC, lighting, and electrical systems. Include descriptions of all base building systems and types of controls, local or central. Occupancy Data Needed (FTEs, Visitors) Owner's Project Requirements (OPR) and Basis of Design (BOD) required. Gross Floor Area- , LEED Project Boundary Area-

Yes ? No

1	0	0	INTEGRATIVE PROCESS	Review Stage	Applicable Parties	LEED Requirements & Deliverables
1			IPc1 Integrative Process	Design	Sweet Sparkman, Engineering Matrix, Kimley Horn	Beginning in pre-design and continuing throughout the design phases, identify and use opportunities to achieve synergies across disciplines and building systems. Project Design team must complete LEED Integrative Process Workbook for credit to be awarded.
Y	?	N				
5	1	25	LOCATION & TRANSPORTATION	Review Stage	Applicable Parties	LEED Requirements & Deliverables
1			LTC2 Sensitive Land Protection (1 point) <i>Regional Priority</i>	Design	Two Trails	<i>Previous Fire Station</i>
			☒ Option 1: Previously Developed			Project boundaries are on a previously developed land area
1			LTC3 High Priority Site and Equitable Development v4 (1 point)	Design	Two Trails	<i>Located in a 2025 Small Difficult Development Area</i>
			☒ Option 2: Priority Designation (1 point)			A site in a U.S. Department of Housing and Urban Development's Qualified Census Tract (QCT) or Difficult Development Area (DDA) https://www.huduser.gov/portal/sadda/sadda_qct.html
1		4	LTC4 Surrounding Density and Diverse Uses (1 - 5 points)	Design	Two Trails	<i>Walkscore of 55</i>
			☒ Option 3: Walkable Location (1 - 5 points)			Project on a site with at least a Walk Score assessment of at least 50 for 1 point
	1	4	LTC5 Access to Quality Transit (1 - 5 points)	Design	N/A	Locate project within 1/4 mile walking distance of existing or planned bus, streetcar, or informal transit stops. The transit service at those stops and stations must meet the minimum number of trips for points. <i>No bus stops within a 1/4 mile walking distance - Look into Free-Be</i>
			Path 1. Access to Public Transit Service (1 - 5 points)			Locate project within 1/4 mile walking distance of existing or planned bus, streetcar, or informal transit stops. The transit service at those stops and stations must meet the minimum number of trips for points.
			Path 2. Access to Project-sponsored Transit Service (1 - 2 points)			Project provides year round transit services for occupants and visitors. 30 to 45 daily trips must be guaranteed.
1			LTC6 Bicycle Facilities (1 point)	Design	Sweet Sparkman, Two Trails	Provide short-term bicycle storage for at least 2.5% of all peak visitors (min. 4 spaces) , and long-term bicycle storage for at least 5% of all regular building occupants (min. 4 spaces) . Provide at least one on-site shower with changing facility.
1			LTC7 Reduced Parking Footprint (1 point)	Design	Sweet Sparkman, Two Trails	
			☒ Option 1: No Parking or Reduce Parking (1 point)			Do not exceed minimum local code for parking capacity and has a capacity of 30% reduction below base ratios for parking space by building type.

Yes	?	No					
6	1	3	SUSTAINABLE SITES		Review Stage	Applicable Parties	LEED Requirements & Deliverables
Y			SSp1	Construction Activity Pollution Prevention	Construction	GC	Project must create and implement erosion and sediment control plans for all construction activities associated with the project that meets 2017 EPA or local equivalent guidelines.
1			SSc1	Site Assessment (1 point)	Design	Kimley Horn	Complete and document a site survey or assessment including topography, hydrology, climate, vegetation, species, soils, human use & humane health effects. LEED Site Assessment Worksheet
3			SSc4	Rainwater Management (1 - 3 points) <i>Regional Priority</i>	Design	Kimley Horn	Retain rainwater runoff onsite using low-impact development/green infrastructure practices Required by the city already - work with civil
				? Option 1: Percentile of Rainfall Events (1 - 3 points)			Replicate natural site hydrology processes by retaining on site runoff from 80th, 85th, or 90th percentile rainfall events. The event volume must be retained using low-impact development/green infrastructure practices. Ex. LID Stormwater Measure, Stormwater Vaults, LID Dry Ponds
				? Option 2: Natural Land Cover Conditions (3 points)			Calculate the difference between the projected runoff volume under the proposed design conditions and the runoff volume under natural land cover conditions that existed prior to any disturbance. Retain (i.e. infiltrate, evapotranspire, or collect and reuse) on site the increase in runoff volume
2			SSc5	Heat Island Reduction (2 points)	Design	Sweet Sparkman, St.Pete Beach, Kimley Horn	Install high-reflectance roof for 75% of roof area and use paving materials with a three-year aged solar reflectance (SR) value of at least 0.28 (i.e. White concrete) for 50% of the site hardscapes (including roads, sidewalks, and parking lots. Have tested the grey concrete in the past and it passed.
	1		SSc6	Light Pollution Reduction (1 point)	Design	Engineering Matrix	Meet uplight and light trespass requirements, using either the backlight-uplight-glare (BUG) method (Option 1) or the calculation method (Option 2).
				? Option 1: BUG rating method (1 point)			Do not exceed the luminaire uplight ratings, based on the MLO lighting zone and the specific light source installed in the luminaire.
Yes	?	No					
5	1	5	WATER EFFICIENCY		Review Stage	Applicable Parties	LEED Requirements & Deliverables
Y			WEp1	Outdoor Water Use Reduction	Design	St.Pete Beach, Kimley Horn	Reclaimed Water
				✓ Option 2: Reduced Irrigation			Project's landscape water requirements must be reduced by at least 30% from calculated baseline for the site's peak watering month. Ex. High Efficient Irrigation System
Y			WEp2	Indoor Water Use Reduction	Design	Engineering Matrix	Using baselines for commercial fixtures, fitting, and appliances - reduce water consumption by 20% from baseline.
Y			WEp3	Building-Level Water Metering	Design		Installed permanent water meters that measure the total potable water use for the building and associated grounds. Data must be compiled into monthly and annual summaries.
2			WEc1	Outdoor Water Use Reduction (1 - 2 points) <i>Regional Priority</i>	Design	St.Pete Beach, Kimley Horn	Reclaimed Water
				✓ Option 2: Reduced Irrigation (1 - 2 points)			Project's landscape water requirements must be reduced by at least 50% from calculated baseline for the site's peak watering month.
2	1	3	WEc2	Indoor Water Use Reduction (1 - 6 points) <i>Regional Priority</i>	Design	Engineering Matrix	Further reduce indoor fixtures and fitting water use from the calculated baseline in WE Prerequisite Indoor Water Use Reduction.
				1 Reduce by 25%			
				2 Reduce by 30%			Percentage of reduction utilizing standard fixture selections: WC - 1.28 gpf, LAV - 0.35 gpm (aerator), UR - 0.125 gpf, KS - 1.2 gpm (aerator), SH- 2.0 gpm WATER SENSE
				3 Reduce by 35%			
1			WEc4	Water Metering (1 point)	Design	Engineering Matrix	Install permanent submeters for two or more of the following water subsystems: irrigation, indoor plumbing fixtures and fittings, domestic hot water, boiler, reclaimed water, or other process water.
Yes	?	No					
10	8	14	ENERGY & ATMOSPHERE		Review Stage	Applicable Parties	LEED Requirements & Deliverables
Y			EAp1	Fundamental Commissioning and Verification	Construction	Two Trails	Complete commissioning process activities for mechanical, electrical, plumbing, and renewable energy systems in accordance with ASHRAE Guideline 0-2013 and 1.1-2007 for HVAC&R systems.
Y			EAp2	Optimize Energy Performance v4 2024 update OR v4.1	Design	Engineering Matrix	Comply with ASHRAE Standard 90.1-2010 (v4) or ASHRAE Standard 90.1-2016 (v4.1)
Y			EAp3	Building-Level Energy Metering	Design	St.Pete Beach	Installed new or use existing building-level energy meters or submeters that can be aggregated to provide building-level data representing total building energy consumption.

Y			EAp4	Fundamental Refrigerant Management	Design	Engineering Matrix	No use of chlorofluorocarbon (CFC) or hydro chlorofluorocarbon (HCFC)-based refrigerants in new heating, ventilating, air-conditioning, and refrigeration (HVAC&R) systems.
3		2	EAc1	Enhanced Commissioning (3 - 5 points)	Construction	Two Trails	The CxA must complete additional Cx activities beyond the required fundamental commissioning requirements.
				✓ Option 1: Enhanced Systems Commissioning (3 points)			The CxA must verify systems manuals requirements, training, seasonal testing and a review of building operations 10 months after substantial completion.
				Path 1. Enhanced Commissioning (3 points)			
6	5	7	EAc2	Optimize Energy Performance v4 2024 update OR v4.1 (1 - 18 points)	Design	Engineering Matrix	Energy Modeling and LEED MEP Calculator
				v4.1 Energy Performance Compliance			Demonstrate a Performance Cost Index (PCI) below the Performance Cost Index Target (PCIt) calculated in accordance with Section 4.2.1.1 of ASHRAE Standard 90.1-2016, Appendix G, Table 4.2.1.1. Calculate the PCI, PCIt, and percentage improvement using metrics of cost and greenhouse gas (GHG) emissions. Total points are determined by summing the points for energy cost metric plus the points for GHG emissions metric.
				Part 1- Percent Cost PCI below PCIt			
				1 Improve by 5% for New Construction			
				2 Improve by 10% for New Construction			
				3 Improve by 15% for New Construction			
				4 Improve by 20% for New Construction			
				5 Improve by 25% for New Construction			
				6 Improve by 30% for New Construction			
				7 Improve by 35% for New Construction			
				8 Improve by 40% for New Construction			
				9 Improve by 45% for New Construction			
				Part 2- Percent Greenhouse Gas Emissions PCI below PCIt			
				1 Improve by 5% for New Construction			
				2 Improve by 10% for New Construction			
				3 Improve by 16% for New Construction			
				4 Improve by 24% for New Construction			
				5 Improve by 32% for New Construction			
				6 Improve by 40% for New Construction			
				7 Improve by 50% for New Construction			
				8 Improve by 65% for New Construction			
				9 Improve by 80% for New Construction			
	3	2	EAc5	Renewable Energy (1 - 5 points)	Design	St.Pete Beach, Engineering Matrix	
				1 2% Renewable Energy			
				2 5% Renewable Energy			
				3 10% Renewable Energy			
1			EAc6	Enhanced Refrigerant Management (1 point)	Design	Engineering Matrix	
				✓ Option 2: Calculation of Refrigerant Impact (1 point)			The combination of all new and existing HVAC equipment that serve the project must comply with the LEED formula for minimizing refrigerant impact.
Yes	?	No					
4	1	8	MATERIALS & RESOURCES		Review Stage	Applicable Parties	LEED Requirements & Deliverables
Y			MRp1	Storage and Collection of Recyclables	Design	St.Pete Beach, Sweet Sparkman	Provide dedicated areas accessible to waste haulers and building occupants for the collection and storage of recyclable materials for the entire building.
Y			MRp2	Construction and Demolition Waste Management	Design	GC	Implement a construction and demolition waste management plan and achieve points through waste prevention and/or diversion. DEMO CONTRACTOR ALREADY APPROVED
				✓ Option 1: Diversion			Divert at least 50% of the total C&D waste from landfills and incineration facilities.
1		1	MRc2	Environmental Product Declarations (1 - 2 points)	Construction	Two Trails	
				✓ Option 1: Environmental Production Declaration (1 point)			Use at least 20 different permanently installed products sources from at least five different manufacturers that meet specific criteria.
	1	1	MRc3	Sourcing of Raw Materials (1 - 2 points)	Construction	GC, Two Trails	Use products sourced that meet at least one of the responsible sourcing and extraction criteria for at least 15% (by cost) of the total value of permanently installed building products in the project.

1		1	MRC4	Material Ingredients (1 - 2 points)	Construction	Two Trails	
				✓ Option 1: Material Ingredient Reporting (1 point)			Use at least 20 different permanently installed products from at least five different manufacturers that disclosed their contents using a format like the Health Product Declaration (HPD).
2			MRC5	Construction and Demolition Waste Management v4 (1 - 2 points)	Construction	GC	
				✓ Option 1: Diversion (1 - 2 points)			Divert 75% and Four Material Streams (2 points) of the total construction and demolition materials from landfills and incineration facilities.
Yes	?	No					
6	4	6	INDOOR ENVIRONMENTAL QUALITY		Review Stage	Applicable Parties	LEED Requirements
Y			EQp1	Minimum Indoor Air Quality Performance	Design	Engineering Matrix	For mechanically vented spaces, meet ASHRAE Standard 62.1-2010 as well as provide outdoor air monitors for all mechanical ventilation systems with outdoor air intake flow greater than 1000 cfm. LEED MIAQP Calculator
Y			EQp2	Environmental Tobacco Smoke (ETS) Control	Design	St.Pete Beach, Sweet Sparkman	Prohibit smoking inside the building, and outside except in designated smoking areas located at least 25 feet from all entries, outdoor air intakes, and operable windows.
1	1		EQc1	Enhanced Indoor Air Quality Strategies v4.1 (1 - 2 points)	Design	Engineering Matrix	Comply with 6 of the listed strategies to promote occupant's comfort, well-being, and productivity by improving indoor air quality.
				✓ Strategy 1: Entryway Systems			Install permanent entryway systems (mats or grates) at least 10 ft long to capture dirt entering the project.
				? Strategy 2: Interior Cross-Contamination Prevention			Exhaust each space where hazardous gases or chemicals may be present or used to a minimum of 0.50 cfm per square foot, to create negative pressure when the doors to the room are closed. For each of these spaces, provide self-closing doors and deck-to-deck partitions or a hard-lid ceiling.
				✓ Strategy 3: Filtration of Outdoor Air			Each ventilation system that supplies outdoor air must have MERV 13+ filters.
				✓ Strategy 4: Filtration of Recirculated Air			Each ventilation system that supplies recirculated air to must have MERV 13+ filters.
				? Strategy 5: Increased Ventilation 15%			Increase outdoor air ventilation rates to all occupied spaces by at least 15% above the minimum rates.
				? Strategy 9: Carbon Dioxide Monitoring			Monitor CO2 concentrations within all densely occupied spaces. CO2 monitors must be between 3-6 ft above the floor, have an audible or visual indicator or alert the building automation system if the sensed CO2 concentration exceeds the setpoint by more than 10%.
3			EQc2	Low-Emitting Materials (1 - 3 points)	Construction	GC, Two Trails	Use at least 4 product categories (paints, flooring, wall panels, insulation, and ceilings) materials on the building interior that meet required low-emitting criteria.
1			EQc3	Construction Indoor Air Quality Management Plan (1 point)	Construction	GC	Develop and implement an IAQ management plan for the construction and preoccupancy phases of the building.
1	1		EQc6	Interior Lighting	Design	Engineering Matrix	Meet 1 strategy for 1 point. Meet 3 strategies total for 2 points.
				? Strategy 2: Color Rendering			For all regularly occupied spaces, use light sources with a color rendering index of at least 90, or use light sources that have a color fidelity index greater than or equal to 78.
				✓ Strategy 3: Lighting Control			Provide dimmable or multilevel lighting for 90% of occupant spaces.
				? Strategy 4: Surface Reflectivity			For at least 90% regularly occupied spaces, use interior finishes with a surface reflectance greater or equal to 80% for ceilings and 55% for walls.
	2	1	EQc7	Daylight (1 - 3 points)	Design	Sweet Sparkman	
				? Option 1: Simulation: Spatial Daylight Autonomy (1 - 3 points)			Perform annual computer simulations for spatial daylight autonomy and annual sunlight exposure for each regularly occupied space.
Yes	?	No					
5	1	0	INNOVATION		Review Stage	Applicable Parties	LEED Requirements & Deliverables
4	1		INc1	Innovation (EXAMPLES)	Construction	Two Trails	To achieve all five innovation points, a project team must achieve at least one innovation credit and no more than two exemplary performance credits.
				1 Innovation in Design: EBOM Starter Kit 1			
				1 Innovation in Design: EBOM Starter Kit 2			
				1 Innovation in Design: Green Building Education			
				1 Exemplary Performance: TBD			
				1 Pilot Credit: TBD			

1			INc2	LEED® Accredited Professional	Design	Two Trails	At least one principal participant of the project team must be a LEED Accredited Professional (AP) with a specialty appropriate for the project.
Yes	?	No					
4		0	REGIONAL PRIORITY		Review Stage	Applicable Parties	LEED Requirements & Deliverables
4			RPc1	Regional Priority	Design	Two Trails	Earn up to four Regional Priority credits. These credits have been identified by the USGBC as having additional regional importance for the project's region. Credits found at www.usgbc.org/rpc .
				✓ Sensitive Land Protection			Point Threshold: 1
				✓ Outdoor Water Use Reduction			Point Threshold: 1
				✓ Rainwater Management			Point Threshold: 2
				✓ Indoor Water Use Reduction			Point Threshold: 2
Yes	?	No					
46	17	61	PROJECT TOTALS (Certification Estimates)				
			Certified: 40-49 points <i>Silver: 50-59 points</i> Gold: 60-79 points Platinum: 80+				

IX. SAMPLE AGREEMENT

Sample Agreement behind this page.

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Title of Agreement

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and (Vendor Name Here). (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 \$().
 - 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 (3) three years with (2) two, (1) one year extensions from the Effective Date.]
11. Effective date. The “Effective Date” of this Agreement shall be the date this Agreement has been executed by all parties.
12. Termination. This Agreement may be canceled by the City when:
 - a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
 - b. Sub-standard or non-performance of Agreement.
 - c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.
13. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.
14. Non-Exclusivity. Contractor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.
15. Compensation. Upon Contractor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay

Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B.

16. Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an 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:

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

EXHIBIT “A”

CITY OF ST. PETE BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this ____ day of _____, 2025, by and between the CITY OF ST. PETE BEACH, a Florida municipality, hereinafter referred to as the “City”, and _____, 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:**

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)

EXHIBIT “C”

(Place Vendor’s Proposal Behind this Page)

EXHIBIT “C”

(Place Vendor’s Proposal Behind this Page)



***Request for Proposals
for Construction
Manager at Risk
(SMAR) Services***



FIRE STATION #22

June 4, 2025



June 4, 2025

City of St. Pete Beach
ATTN: John Taylor, Procurement Manager
155 Corey Avenue
St. Pete Beach, FL 33706

Subject: Construction Manager At-Risk (SMAR) for Fire Station #22

Mr. Taylor and Selection Committee Members,

Hennessy Construction Services (HCS) would like to express our sincere interest in being selected as Construction Manager At-Risk (SMAR) for the City of St. Pete Beach's upcoming replacement of *Fire Station #22*. Hennessy is uniquely qualified for this project for several reasons:

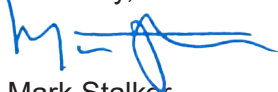
- We have extensive experience working as a Construction Manager at Risk for the City of St. Pete Beach over the past 20 years, successfully completing multiple projects.
- As president and owner of Hennessy, as well as a 35-year resident of St. Pete Beach, I bring a unique perspective. I will be actively involved from start to finish, which I feel provides you with a high-level corporate commitment ensuring the entire project will be a complete success. *My family and neighbors depend on Fire Station #22's crew and facilities to protect our homes and community!*
- Hennessy understands the Construction Manager At-Risk delivery method with a Guaranteed Maximum Price and have been performing these services for over 30 years.
- We're local. Founded in 1920, Hennessy has 105 years of experience in the region and a tremendous working knowledge of the subcontractor community. We are committed to fostering the growth of local and diverse businesses by providing every opportunity to participate in this project.
- HCS has an extensive history working with local cities, counties and governmental agencies constructing and improving their facilities. We served as Construction Manager for Pinellas County's Public Works Emergency Responders Building (Category 5 storm standards) and the City of Madeira Beach's City Hall, Fire Station & Recreation Complex as well as extensive retrofitting to the City of St. Pete Beach's Public Library, Community Recreation Center and Public Works building, and Fire Stations #22 & 23.
- On a majority of our projects, we are included early in the design phase to work with the design team and owner to provide cost, constructibility, quality and schedule impact of design decisions to help inform the team when evaluating building components and systems. *We have always proved our worth in our preconstruction services and this becomes even more valuable in these fluctuating economic times.*
- Hennessy's excellent, diverse subcontractor relationships which have developed over many years, lead to competitive pricing and quality workmanship. We have a century of experience with the area's subcontractor base and are dedicated to continuously deepening our economic impact here.
- Our team's experience also includes working to achieve high levels of sustainable and green design and the tracking necessary to receive LEED® certification, when necessary.

page 2

- We have an established team of construction professionals. Many of our project managers, project superintendents and administrative staff have worked here for more than ten years.
- HCS is financially stable. You can be confident this building will be completed within the time and budget allotted, and we will be in business until long afterwards to warrant the project.

Our team's mission is to provide the leadership and comprehensive construction management at risk services necessary to complete St. Pete Beach's new fire station to utmost satisfaction. We respectfully request to be given an opportunity to present our qualifications in person. We have the right experience, the right team and the commitment to full cooperation, clear communication, and close coordination with the City to achieve a highly successful project for all.

Sincerely,



Mark Stalker

President/Owner

p (727) 821-3223 x136 | c (727) 463-0600

mstalker@hcsfl.com



Original Fire Station #22, renovated by HCS



**Request for Proposals
for Construction Manager
at Risk (SMAR) Services**



FIRE STATION #22

June 4, 2025

Table of Contents | Submittal Response

1	Contractor's Proposal Submittal	Page 1
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4	References & Minimum Qualifications	Page 5
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6	Forms	Page 40



SECTION 1

Contractor's Proposal Submittal



Request for Proposal for
Construction Management
at Risk Services (SMAR) for
FIRE STATION #22

II. CONTRACTOR'S PROPOSAL SUBMITTAL

The company that is submitting a proposal declares that it has extensive experience in **Construction Manager At-Risk f(SMAR) For Fire Station #22**.

The undersigned, as Proposer, hereby declares that the only person or persons interested in the Proposal as principal or principals are named herein, and that no person other than herein mentioned has any interest in the Proposal or in the Agreement to be entered into; that this Proposal or Agreement is made without connection with any other person, company, or parties making a Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Proposer 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 proposals; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Proposer proposes and agrees, if the Proposal is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for **"Construction Manager At-Risk f(SMAR) For Fire Station #22"** 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 Proposer shall be required to utilize the template Agreement in this Request for Proposals (RFP) and any questions regarding the Agreement must be addressed during the RFP process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Proposer proposes to furnish all materials, equipment, labor, and perform the work submitted in their proposal schedule for the City of St. Pete Beach **"Construction Manager At-Risk f(SMAR) For Fire Station #22"**.

COMPANY: Hennessy Construction Services Corp. DATE: June 4, 2025
ADDRESS: 2300 22nd St. N, St. Petersburg, FL 33713 PHONE: (727) 821-3223
PROPOSER:  NAME: Mark Stalker, 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 4th day of June, 2025, by Mark Stalker, who is personally known to me or has produced _____ as identification.




Notary Public – State of Florida

Amy Wachowiak
(Print, Type, Stamp, or Commissioned Name of Notary Public)

SUBMIT PROPOSAL TO:
Bonfire or Demandstar: Electronic submittals Only



SECTION 2 Fee Schedule



Request for Proposal for
Construction Management
at Risk Services (SMAR) for
FIRE STATION #22

Hennessy Construction's sample Fee Schedule based on the information we currently have on the City's replacement Fire Station #22 project:

General Conditions will be an agreed-upon dollar amount which we consider to be a part of the cost of the work and is related to the project schedule and is controlled by completing the project as scheduled. CM fee is a percentage applied to the cost of the work and will be mutually agreed upon based on the size and complexity of the project. Our bond premium is a sliding scale based on the contract value (lower as the dollar value goes up).

Fees based on a \$10 million project size:

Service	Fee
<i>Preconstruction Phase Services</i>	\$25,000 lump sum fee
<i>General Conditions</i>	Calculated on staff, reimbursables and project duration. Would not be quoted as a percentage of cost.
<i>CM Fee</i>	6% applied to the Cost of the Work
<i>Bond Premium</i>	0.81%



We selected Hennessy Construction Services to be our Construction Manager for the New St. Petersburg Museum of History gallery addition. This new addition is a two story museum building with gallery space, first floor retail and guest services spaces as well as a rooftop event space. The project is adjacent to the existing museum and new St. Petersburg Pier. Hennessy provided us with outstanding preconstruction phase services, providing cost input at the various design milestones. They also priced multiple “what if scenarios” to assist us with the multiple grant funding requests we pursued for our project. They also provided an extensive list of potential Value Engineering ideas to help us maximize our budget.

– Lee Allen, Treasurer for the Board of Directors, St. Petersburg Museum of History

3

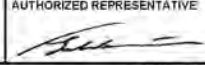
SECTION 3 Insurance & Licenses



Request for Proposal for
Construction Management
at Risk Services (SMAR) for
FIRE STATION #22

CERTIFICATE OF INSURANCE

Hennessy Construction's insurance program is administered by *USI Insurance Services, LLC*. The insurance carriers are *LM Insurance Corporation* for general liability, *Ategrity Specialty Insurance Co.* for umbrella, *Everest Indemnity Insurance Company* for Excess Liability, *First Liberty Insurance Corporation* for automobile and worker's compensation, and *Liberty Mutual Fire Insurance Company* for leased/rented equipment. Additionally, we have professional liability coverage with *AXIS Surplus Insurance Company*. Our umbrella policy provides \$10,000,000 of excess liability coverage.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		HENNECON3		DATE (MM/DD/YYYY) 5/31/2024															
Client#: 1615895 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 any rights to the certificate holder in lieu of such endorsement(s).																					
PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Dr Ste 400 Tampa, FL 33607-1421 813 321-7500				CONTACT NAME: Lisa Kibbey PHONE (A/C, No, Ext): 813-320-0111 FAX (A/C, No): 610-537-2400 E-MAIL: lisa.kibbey@usi.com ADDRESS:																	
INSURED Hennessy Construction Services Corp. 2300 22nd St N Saint Petersburg, FL 33713-4006				INSURER(S) AFFORDING COVERAGE <table border="1"> <thead> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: LM Insurance Corporation</td> <td>33600</td> </tr> <tr> <td>INSURER B: Ategrity Specialty Insurance Co</td> <td>16427</td> </tr> <tr> <td>INSURER C: Everest Indemnity Insurance Company</td> <td>10851</td> </tr> <tr> <td>INSURER D: First Liberty Insurance Corporation</td> <td>33588</td> </tr> <tr> <td>INSURER E: AXIS Surplus Insurance Company</td> <td>26620</td> </tr> <tr> <td>INSURER F: Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> </tbody> </table>				INSURER	NAIC #	INSURER A: LM Insurance Corporation	33600	INSURER B: Ategrity Specialty Insurance Co	16427	INSURER C: Everest Indemnity Insurance Company	10851	INSURER D: First Liberty Insurance Corporation	33588	INSURER E: AXIS Surplus Insurance Company	26620	INSURER F: Liberty Mutual Fire Insurance Company	23035
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																					
INSR LTR	TYPE OF INSURANCE	ADOLSUBR (INSR WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS															
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PP Ded:25,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ AOC ☐ OTHER		TB5Z51293859024	06/01/2024	06/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$															
D	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ HIRED PD ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		ASCZ51293859034	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Ded Comp/Col \$1,000															
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☒ CLAIMS-MADE Ded: ☒ RETENTION \$0		01BXL000941200 XC3EX00588241	06/01/2024	06/01/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 Total Excess \$See Remarks															
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCCZ51293859014	06/01/2024	06/01/2025	☒ 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															
E	Professional Liab		CM002533082024	06/01/2024	06/01/2025	\$2M Occ/\$2M Agg															
E	Cont Pollution		CM002533082024	06/01/2024	06/01/2025	\$1M Occ/\$1M Agg															
F	Leased/Rented Eqp		YM2Z51293859054	06/01/2024	06/01/2025	\$600,000 Limit															
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) ** Excess Liability Information - \$10M in Total Excess Limits ** Primary \$5M - Policy #01BXL000941200 Eff Date: 06/01/2024 Exp Date: 06/01/2025 Excess Liability Retention: 0 Excess Liability Each Occ Limit: \$5,000,000 (See Attached Descriptions)																					
CERTIFICATE HOLDER Hennessy Construction Services Corp. 2300 22nd Street North St. Petersburg, FL 33713				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 																	
ACORD 25 (2016/03) 1 of 2 The ACORD name and logo are registered marks of ACORD #S44957273/M44952518 RFPZP © 1988-2016 ACORD CORPORATION. All rights reserved.																					

PROFESSIONAL LICENSE

 Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

NIELSEN, KENNETH KUDSK
HENNESSY CONSTRUCTION SERVICES CORP.
2300 22ND STREET NORTH
ST. PETERSBURG FL 33713

LICENSE NUMBER: CGC1526056

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/02/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



**Kenneth Nielsen is the qualified
license holder representing Hennessy
Construction Services.**

FLORIDA REGISTRATION CERTIFICATE

State of Florida
Department of State

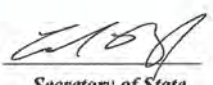
I certify from the records of this office that HENNESSY CONSTRUCTION SERVICES CORP. is a corporation organized under the laws of the State of Florida, filed on March 19, 1975.

The document number of this corporation is 472138.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 3, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of January, 2025*



Secretary of State

Tracking Number: 1827814215CC

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

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

4

SECTION 4 **References & Minimum Qualifications**



Request for Proposal for
Construction Management
at Risk Services (SMAR) for
FIRE STATION #22

CLIENT REFERENCES

1 Vince Tenaglia, Director of Administration
City of Seminole (*previously with the Cities of St. Pete Beach and Madeira Beach during HCS construction*)
p (727) 391-0204 x105 | f N/A
vtenaglia@myseminole.com

- » *St. Pete Beach Public Library Renovation*
- » *St. Pete Beach Community Rec Center + Public Works*
- » *Madeira Beach Fire Station, City Hall, Recreation Center, & Athletic Fields*

2 Ward Friszolowski, AIA, President
Harvard-Jolly Architects
p (727) 896-4611 | f (727) 894-0502
w.friszolowski@harvardjolly.com

- » *St. Pete Beach Public Library Renovation*
- » *St. Petersburg Museum of History Addition & Renovation*
- » *City of Gulfport Library Renovation*
- » *Florida Resurrection House*
- » *Canterbury School New Classroom Addition*
- » *Sundial St. Petersburg (nine total projects)*

3 Raul Quintana, City Architect
City of St. Petersburg
p (727) 893-7913 | f N/A
raul.quintana@stpete.org

- » *Fire Station #3 Renovations (In Precon)*
- » *Tropicana Field Repairs & Roof Replacement (In Precon)*
- » *St. Petersburg Pier Generator Replacement*
- » *Jamestown Apartments*
- » *Albert Whitted Park*
- » *Mahaffey Theater Exterior Renovations/Envelope Repair*

4 Debbie Manns, City Manager
City of New Port Richey
p (727) 853-1021 | f (727) 853-1023
MannsD@cityofnewportricher.org

- » *Railroad Square (In Precon)*
- » *NPR Public Works Fleet Maintenance Building*
- » *NPR Library Renovation*
- » *NPR Recreation and Aquatic Center Addition*
- » *Sims Park Renovation*

5 Hung Q. Pham, Executive Director
of Construction
Diocese of St. Petersburg
p (727) 344-1611 x5364 | f (727) 345-2143
hqp@dosp.org

- » *St. Mary's Our Lady of Grace, 1925*
- » *St. Paul's High School, 1948*
- » *SPCHS Science Building (In Precon)*
- » *St. John Vianney Catholic Church Renovation*
- » *SPCHS Learning Commons + Locker Room Renovation*
- » *SPCHS Classroom Renovations*
- » *TCHS Gym Renovation & Addition*



Madeira Beach Fire Station



St. Pete Beach Public Library



Tropicana Field Repairs & Roof Replacement



City of New Port Richey Railroad Square

GOVERNMENTAL AGENCY PROJECTS (OVER \$1 MILLION) CONTRACTED WITHIN PAST 5 YEARS

PROJECT NAME, ADDRESS & YEAR COMPLETED	CONSTRUCTION COST & SIZE	CLIENT & ARCHITECT
Railroad Square Completed: TBD (currently in preconstruction)	Cost: \$2,500,000	Client: City of New Port Richey Architect: Wannemacher Jensen Architects
Fire Station #3 HVAC Replacement Completed: TBD (currently in preconstruction)	Cost: \$1,400,000	Client: City of St. Petersburg Architect: Hepner Architects, Inc.
Tropicana Field Roof Replacement & Emergency Waterproofing Completed: TBD (currently in preconstruction)	Cost: \$3,091,546	Client: City of St. Petersburg Architect: ASD SKY
Jamestown Apartment Renovations Completed: TBD (currently in preconstruction)	Cost: \$1,266,853 Size: 11,700 gsf	Client: City of St. Petersburg Architect: G2 Design
St. Pete Pier Generator Completed: 2025 (currently in progress)	Cost: \$282,458	Client: City of St. Petersburg Architect: ASD Architects
Public Works Fleet Maintenance Bldg. Completed: 2025 (currently in progress)	Cost: \$4,698,104 Size: 13,000 sf	Client: City of New Port Richey Architect: Williams Architects
Children's Stabilization & Crisis Center Completed: 2025 (currently in progress)	Cost: \$7,930,663 Size: 11,000 gsf	Client: PEMHS, Inc. Architect: Sweet Sparkman
Pinellas Technical College Completed: 2024	Cost: \$4,362,497 Size: Campus-wide	Client: Pinellas County School Board Architect: Spiegle Architectural Group, Inc.
Florida Botanical Gardens Majeed Discovery Garden & Gift Shop Completed: 2023	Cost: \$2,861,645 Size: 10,500 gsf	Client: Pinellas County Architect: Wannemacher Jensen Architects
New Port Richey Library Renovation Completed: 2022	Cost: \$1,831,630 Size: 15,628 sf	Client: City of New Port Richey Architect: Williams Architects
Mahaffey Theater Exterior Renovations Completed: 2021	Cost: \$4,162,597	Client: City of St. Petersburg Architect: CB Goldsmith & Associates
St. Pete Beach Public Library Reno. Completed: 2021	Cost: \$2,123,502 Size: 8,981 sf	Client: City of St. Pete Beach Architect: Mason Blau & Associates, Inc.



Organizational Overview and Management Structure

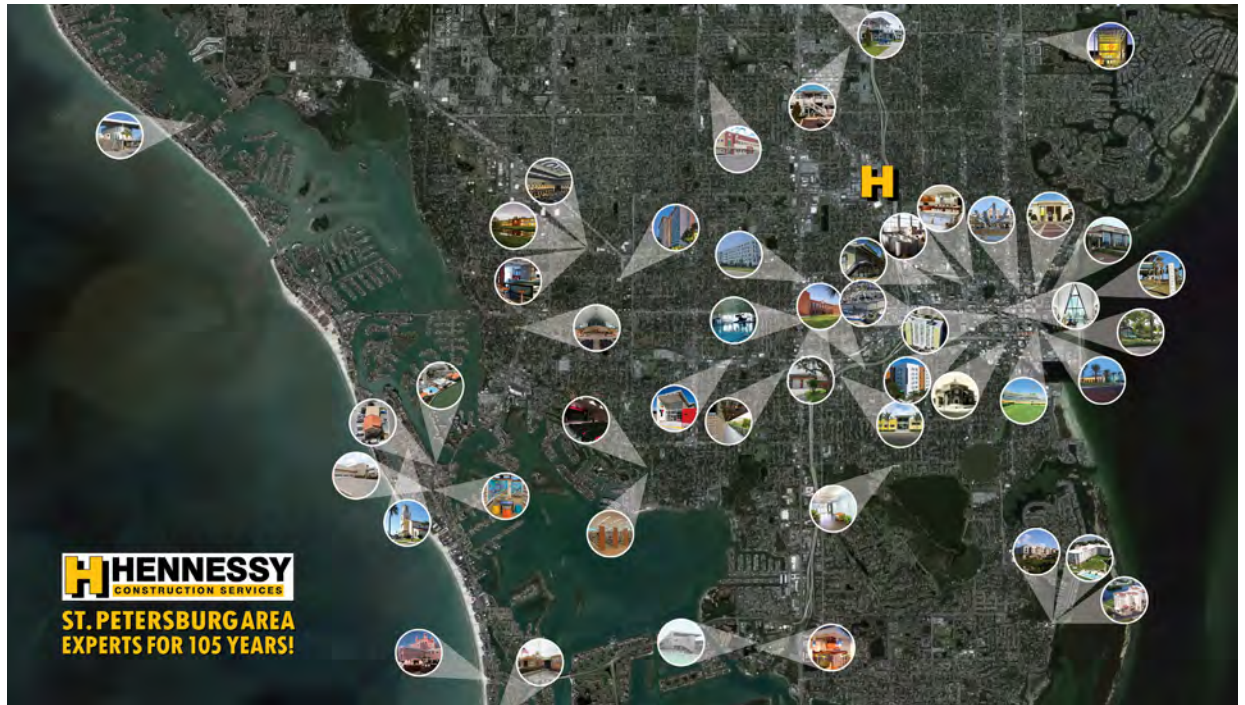
Hennessy Construction is a premier construction company in the Tampa Bay area, dedicated to delivering quality projects, exceptional service, and a positive client experience. With years of experience in the industry, we specialize in providing comprehensive construction solutions tailored to meet each client's unique needs. Our team of skilled professionals is dedicated to delivering exceptional results on every project.

At Hennessy, we believe in providing exceptional service that goes above and beyond your expectations. Our team is dedicated to being responsive, adaptive, and transparent throughout the entire construction process. We invite our clients to be actively involved and ensure that their experience is a positive one. With open-door communication, reliable record keeping, and seamless coordination, they can trust that there will be no surprises.

Company History

A history rich in tradition began in 1920 when young Irish immigrant, AEneas P. Hennessy, moved his family to St. Petersburg and founded a new company, A.P. Hennessy.

A.P. Hennessy's first major project was a new cathedral in downtown St. Petersburg for the Catholic Diocese. St. Mary's Church still serves the community today.



In 1948, when AEneas' sons, Tom and Kell, came to work with their father, the company became A.P. Hennessy & Sons, Incorporated. In 1975, due to union and open shop labor competition, (a new company) Dara-Hennessy Construction Co., was formed for open shop labor contracts.

Hennessy Today. The Hennessy family retained control until 1983, when Ken Hall purchased the company and in 1986, the name was changed to Hennessy Construction Services Corp. In 2014, Mark Stalker (a 35-year resident of St. Pete Beach) was promoted to president and in 2017 purchased the company from then owner, Bronson Alexander. Under Mark's leadership the company continues to thrive, establishing itself as one of the St. Petersburg area's premier, quality-oriented contractors. Hennessy is a stable, close-knit group, with many working for the company longer than ten years. With a focus on customer service and satisfaction, Hennessy has completed more than \$900 million in construction projects since 1998, mostly for



**BUILDING TRUST
SINCE 1920**



repeat clients. Notable projects include St. Anthony's Hospital, Jim & Heather Gills YMCA, St. Petersburg Catholic High School, Madeira Beach City Centre, Don Cesar Beach Resort, Mahaffey Theater, the Sundial, Museum of Fine Arts, Florida Holocaust Museum, and Volunteers of America Corporate Office/Innovare Apartments.

Community Involvement. Hennessy Construction takes great pride in our community and our role as a responsible corporate citizen. Our employees volunteer their time and talent to several organizations in the area. Hennessy also builds needed projects for no fee, or sometimes even at no cost to the charitable organization, as well as assists with their various fundraising efforts.



Corporate Focus

Hennessy Construction Services has the right experience, functioning as a true team member with relevant clients, architects, owners representatives, and other contractors on one project. It is our genuine desire to understand the challenge our client presents to us, whether it is a time restraint, a cost restraint, or both. We provide:

A Team Approach. We believe in a Team approach and that clear communications between all project team members is the key to success. Hennessy's president, Mark Stalker, personally monitors the entire construction process to ensure a flow of communications is established with your key representatives and everyone is fully informed of the progress.

Experience. With 100+ years of construction experience, our consistent attention to detail and high-quality workmanship have been instrumental in building a foundation of trust with our clients. Our reputation for providing projects completed on time and within or below budget ensures a large base of repeat business and referrals from satisfied clients.

Creativity. Our creative process begins with a keen sensitivity to your needs and most importantly, your budget. As simple as it may be, we take the time to listen to your objectives and make those objectives our own. We take a proactive approach to solving problems and achieving goals.

Promises Kept. Providing service beyond what was contracted for and being responsive and adaptive at every level is top priority for each Hennessy team member.

Peace of Mind. Hennessy invites you to be involved in the construction process. Our door is "always open" to you and open book accounting, reliable record keeping and coordination with other disciplines means there will be "no surprises." We want your construction experience to be a positive one.

CAPABILITIES OF THE FIRM

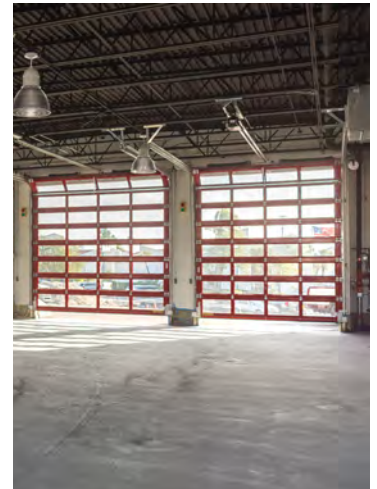
Hennessy Construction's culture of client service, our experienced and talented staff, and decades of providing construction services distinguishes our firm from others in the field. Mark Stalker, Hennessy's President and 35-year resident of St. Pete Beach, is committed to the long-term success of the City's replacement of *Fire Station #22*. His active involvement from start to finish provides a high-level corporate commitment of immediate decision-making and quality-assurance.

HCS has performed as Construction Manager at Risk on projects for over 30 years. We have structured our company with staff familiar with this delivery method and have an adequate number of employees to handle each aspect of the scope of services required.

Additionally, the experience behind having successfully completed numerous projects for the City of St. Pete Beach and similar facilities for other municipal clients, is what makes our firm the best candidate for this project. Furthermore, our excellent and diverse local sub-contractor relationships, which have developed over many years, lead to competitive pricing and quality workmanship.

We add value to our projects through our people and systems and take a systematic organized approach to each and every one, without exception. Our teams are detail-oriented professionals who have the ability to look ahead and spot potential conflicts before they occur. We bring solutions to the team for any obstacles we identify; we are proactive, not reactive. HCS is the most qualified and committed firm to construct your project for several important reasons, as outlined below:

Preconstruction Experience. On most projects, we are brought in early during the design phase to work with the design team and owner providing cost, constructibility, quality, and schedule impact of design decisions to help inform the team when evaluating building components and systems. We have always proven our worth in our pre-construction services and this becomes even more valuable in these fluctuating economic times.



Local Subcontractor Expertise. Our excellent, diverse sub-contractor relationships which have developed over many years, lead to competitive pricing and quality workmanship. HCS has been a St. Petersburg company since day one. We have a century of experience with the local subcontractor base and are dedicated to continuously deepening our economic impact here.

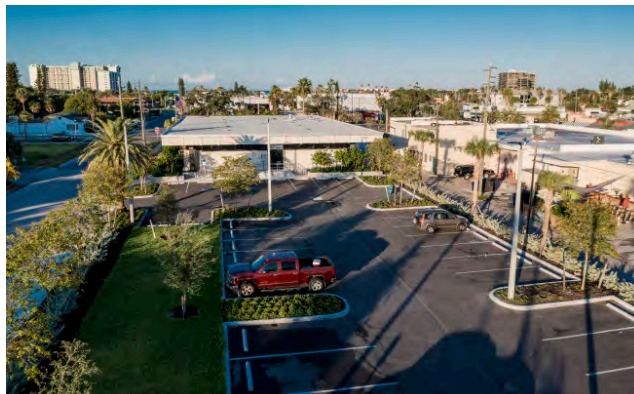
Schedule. Identifying long-lead delivery durations, and then securing and tracking building systems and materials for timely delivery to the jobsite, has become the cornerstone of project delivery in these post-pandemic times. These elements have always been on the critical path throughout a construction project, but in the turbulent times experienced since the initial impact of the Covid-19 epidemic, and the ensuing materials and fuel price escalation, it has become an ever-increasing challenge to identify key elements in the design phase and ensure proper execution through a well-managed procurement process. Understanding the current availability of materials and labor, for any given building system or material, is the key for establishing a priority group of early release bid packages, prior to finalization of a Guaranteed Maximum Price. ***Proper Planning Prevents Poor Performance!***

Proactive Communication. The City of St. Pete Beach can be assured the HCS project team will provide open communication from the beginning to the end, without fail.

We enjoy building buildings - it is our passion and our clients, especially repeat clients, are our main priority. **We stand by our work** and we have been building in the local market for 105 years. We have been the construction manager on numerous **local projects**, many of which are **for municipal clients**.



The following profiles provide descriptive information for several completed projects. Each example highlights Hennessy's ability to successfully deliver this project.





Madeira Beach Fire Station, City Hall & Recreation Complex

OWNER

City of Madeira Beach

LOCATION

Madeira Beach, Florida

OWNER REFERENCE

Vince Tenaglia, Director of Administration, City of Seminole *(previously with City of Madeira Beach at time of construction)*

(727) 391-0204 x105

vtenaglia@myseminole.com

ROLE

Construction Manager

CONTRACT VALUE

\$10,084,837

SCOPE RELEVANCE

- > Construction Management
- > Preconstruction services
- > Municipal/public agency
- > New construction
- > GMP established
- > Site development
- > Value engineering
- > Administrative/operations offices
- > Maintenance/storage
- > Owner direct purchase
- > Public meetings with multiple user groups

DESCRIPTION

The HCS team, led by **Jim Drake** (project manager) and **Troy Kerr** (superintendent), completed this new, 14-acre City Centre redevelopment site bordered by water on two sides. The public/private complex included a new city hall, fire station, and a recreation center. The project scope also included a sports complex and a park featuring a water's edge walk path, splash pad, fountain reflecting pond, and seating areas throughout.

KEY PROFESSIONALS INVOLVED

Mark Stalker, *President*

Ken Nielsen, *Vice President of Operations*

Jim Drake, *Project Manager*

Troy Kerr, *Superintendent*



St. Pete Beach New Public Works Building + Community Recreation Center Addition & Renovations

OWNER

City of St. Pete Beach

LOCATION

St. Pete Beach, Florida

ROLE

Construction Manager

CONTRACT VALUE

Recreation Center
\$6,490,417

Public Works
\$618,190

SCOPE RELEVANCE

- > Construction Management
- > Preconstruction services
- > Municipal/public agency
- > New construction
- > Value engineering
- > GMP established
- > Site development/improvements
- > Administrative/operations offices
- > Locker rooms

DESCRIPTION

Recreation Center

New, 13,000-square-foot elevated addition to the City's recreation center complex with meeting rooms, a multi-purpose room, restroom facilities, and administrative offices. Renovations to the existing gymnasium building included new HVAC system for the entire facility, and new operations and maintenance offices. Also the addition of a new, six lane swimming pool with slide and water features, pool pavilion with restroom facilities, pump/chemical storage room, and a separate community outdoor pavilion for small concerts and events.

Public Works

A new 4,650-square-foot operations/maintenance office building constructed concurrently with the City's recreation center improvement project.

Other work included associated on-site and off-site improvements such as driveways, parking lot, dumpster enclosure, landscaping, storm drainage, site utilities, sidewalks, etc.



St. Pete Beach Fire Stations No. 22 & 23 Renovations

OWNER

City of St. Pete Beach

LOCATION

St. Pete Beach, Florida

ROLE

Construction Manager

CONTRACT VALUE

\$329,745

SCOPE RELEVANCE

- > Construction Management
- > Preconstruction services
- > Municipal/public agency
- > Value engineering
- > GMP established

DESCRIPTION

15,000 gross square feet of building envelope repairs to Fire Stations No. 22 and 23. Repairs included roofing, exterior painting and caulking, with demolition and infill modifications to the hose towers.



Hennessy Construction Services did an excellent job in all facets of the project and were very responsive to our changes. I would highly recommend Hennessy Construction Services for your project.

– Michael P. Bonfield, City Manager, City of St. Pete Beach



Fire Station No. 3 HVAC Replacement (in Preconstruction)

OWNER

City of St. Petersburg

LOCATION

St. Petersburg, Florida

OWNER REFERENCE

Raul Quintana, City Architect
(727) 893-7913
raul.quintana@stpete.org

ROLE

Construction Manager

CONTRACT VALUE

\$1,400,000

SCOPE RELEVANCE

- > Preconstruction services
- > GMP established
- > New ceilings & lights
- > HVAC upgrades
- > Temporary housing for firemen during construction

DESCRIPTION

Complete replacement of air handler, condensing units, VAV boxes and ductwork, electrical panel replacement, new ceiling systems, new LED lighting fixtures, replacement of emergency backup generator, new fans, new speakers on both interiors and exterior.

During construction, all fire personnel will be relocated to a modular building on an adjacent property.

KEY PROFESSIONALS INVOLVED

Mark Stalker, *President*
Ken Nielsen, *Project Executive, Planning & Preconstruction*



St. Pete Beach Public Library Renovation

OWNER

City of St. Pete Beach

LOCATION

St. Pete Beach, Florida

OWNER REFERENCE

Vince Tenaglia, Director of Administration, City of Seminole *(previously with City of St. Pete Beach at time of construction)*
(727) 391-0204 x105
vtenaglia@myseminole.com

ROLE

Construction Manager

CONTRACT VALUE

\$2,121,771

SCOPE RELEVANCE

- > Construction Management
- > Municipal/public agency
- > Preconstruction services
- > Value engineering
- > GMP established
- > Administrative/operations offices
- > New paint & flooring
- > New ceilings & lights
- > HVAC upgrades
- > ADA compliance upgrades

DESCRIPTION

The HCS team recently completed a full structural and interior renovation of an existing 8,981 square-foot community library. New windows, mechanical equipment, interior finishes, and upgraded lighting give new life to the 52-year-old building. The adjacent parking lot was also expanded.

KEY PROFESSIONALS INVOLVED

Mark Stalker, *President*
Ken Nielsen, *Vice President of Operations/Safety Director*
Craig Hendrickson, *Preconstruction Manager/Senior Estimator*



St. John Vianney Catholic Church Renovation

OWNER

Diocese of St. Petersburg

LOCATION

St. Pete Beach, Florida

OWNER REFERENCE

Hung Q. Pham, Executive
Director of Construction
(727) 344-1611 x5364
hqp@dosp.org

ROLE

General Contractor

CONTRACT VALUE

\$997,792

SCOPE RELEVANCE

- > Preconstruction services
- > Value engineering
- > GMP established
- > New paint & flooring
- > New electrical
- > New drywall
- > Fire alarm system

DESCRIPTION

18,354 square feet of storm damage repair due to hurricanes Helene and Milton. Scope includes new drywall, reworking electrical outlets, new mill-work (including two ornate confessionals), pew refinishing, interior paint, and terrazzo floor refinishing.

KEY PROFESSIONALS INVOLVED

Mark Stalker, *President*
Ken Nielsen, *Project Executive, Planning & Preconstruction*
Craig Hendrickson, *Preconstruction Manager/Senior Estimator*



Pinellas County Public Works Emergency Responders & Vehicle Storage Buildings

OWNER

Pinellas County Board of
County Commissioners

LOCATION

Clearwater, Florida

ROLE

Design-Builder

CONTRACT VALUE

\$34,196,462

SCOPE RELEVANCE

- > Preconstruction services
- > Municipal/public agency
- > New construction
- > Site development
- > Value engineering
- > GMP established
- > Administrative/operations offices
- > Maintenance/storage
- > LEED® Certification (Gold & Silver)

DESCRIPTION

The HCS team completed this new 80,385 sf local, public agency building bringing together both Administrative and Operations staff for the Pinellas County Public Works Emergency Responders (PWERB). It also serves as the primary control center for the County's *Intelligent Transportation System*. Other work included associated on-site and off-site improvements such as driveways, parking lot, dumpster enclosure, landscaping, storm drainage, site utilities, sidewalks, etc. This project earned a LEED® Gold Certification.

The team also completed an additional facility concurrently with the Public Works Operations Building on the same campus. The 10,864 sf Vehicle Storage Building shelters up to 32 County work vehicles in a pre-storm configuration, and has power, data and phone drops so the bays can be converted for use as a field office immediately after a storm event. The facility is designed to withstand a Category 5 hurricane (up to 190 m.p.h. 3 second wind gusts). This project earned a LEED® Silver Certification.

KEY PROFESSIONALS INVOLVED

Mark Stalker, *President*

Ken Nielsen, *Vice President of Operations*

Troy Kerr, *Superintendent*



St. Pete Beach Recreation Center



St. Pete Beach Fire Station No. 23



Albert Whitted Park

Municipal/Public Agency Project Experience

Hillsborough County

Pinellas County

Gulfport

Largo

Madeira Beach

New Port Richey

St. Petersburg

St. Pete Beach

Tampa

Treasure Island



Public Works Vehicle Storage Building



Public Works Emergency Responders Building



Jameson Apartments



Benoist Monument



Madeira Beach City Centre & Fire Station



Mahaffey Theater

ABILITY TO COMPLETE PROJECT

Hennessy Construction Services' **approach** to the City of St. Pete Beach's replacement of *Fire Station #22* project will be to emphasize the importance of working together as a TEAM with open communication. When this method is employed, the contractor (builder), the design team (Sweet Sparkman), and the owner (City) work together to control costs during design, and together find solutions to any challenges that arise. We are committed to working with the entire project team. Together, we can complete the project within the budget and the time frame agreed to and meet the required needs of the City without sacrificing quality.

PRE-CONSTRUCTION PHASE SERVICES

Team Kick-Off Meeting. As soon as we receive notification that we are the chosen construction manager for this project, Hennessy will facilitate a project kick-off meeting, to be attended by Hennessy, the design team and their consultants, and City representatives. The intent of this meeting is to unify the TEAM, set the tone for the balance of the project and to share all available information about the most cost-effective ways to ensure the project is built within the desired budget, while updating schedule information and the key objectives in moving forward with the project by the development of a GMP. It is critical all parties are on the same page and the communication channels are established.



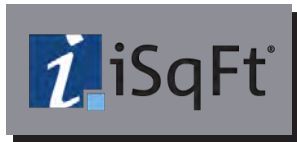
Project Scheduling / Pre-Project Planning. Following the kick-off meeting, Hennessy will develop a detailed program schedule using **MS Project Contractor** software. Information learned from the kick-off meeting will be incorporated into this schedule, and Jim Drake (project manager) will also contact the appropriate permitting agencies, if necessary, for input and confirmation of remaining durations. The schedule will then be transmitted to all team members for review and acceptance. Thereafter, all parties will have a very clear understanding of the tasks which must be completed, and when they must be completed.

Cost Control During Design. Cost control, traditionally implemented during design is crucial to any successful pre-construction program. All critical decisions regarding cost of the project are made during design/preconstruction. It is Hennessy's responsibility to provide the project team with accurate cost data in order for the team to make informed decisions. Once selected, Hennessy works with the team, using all information generated to date about the project, to verify the budget and confirm the GMP.

We will work closely with Sweet Sparkman Architects throughout the design phase, offering feedback on constructibility issues and cost information for systems and details under consideration. We constantly study and evaluate different materials, systems and components of the project in an effort to offer the team additional cost data. This enables the team to further refine the design and/or budget as warranted. This detailed evaluation as the design develops results in conceptual budgets being met when the GMP is contracted.



Bid Management for Subcontracted Trades. Prior to the final design documents being issued, Jim Drake (project manager), Craig Hendrickson (project estimator) and Troy Kerr (project superintendent) will develop a list of pre-qualified subcontractors (3 to 4 per trade) and submit the list to the project team for discussion, editing, and final approval. Our preliminary list includes only those subcontractors who have a proven track record with us and who have passed our pre-qualification process. When preparing our preliminary list we consider the size, location and complexity of the project as well as consider the availability of MBE/WBE/DBE/SBE firms. We want the project to fit the subcontractor and vice versa.



Once the bidders list has been approved, invitations to bid are sent out via **iSqFt**, a web-based solicitation program. The bid packages, containing complete plans, specifications, schedule, scope of work, site utilization plan, jobsite rules, sample Hennessy subcontract with attachments, and other project-specific information, are distributed electronically to those accepting the invitation. During the bid period all

bidders are instructed to address RFIs to the estimator to forward to the design team for a response. All RFI responses, addenda, etc., are distributed by Hennessy. We also conduct an on-site pre-bid meeting for the bidding subcontractors. This meeting is attended by the design team and owner representative(s) in order to offer the most timely responses to any questions the bidding subcontractors may have.

After the bids are received, they are thoroughly reviewed and evaluated by the Hennessy team to check for accurate scope, absence of overlaps or omissions, and pricing. The two apparent low bidders for each trade are brought in to meet with the project manager, estimator and superintendent to more thoroughly review their proposals.

100% Construction Documents GMP Milestone Estimate Report. This 100% GMP Milestone Report will include a detailed cost estimate, qualifications and clarifications, a list of alternates for consideration, detailed construction phase schedule, and the list of documents on which the estimate is based. It will also include all of the bid matrices and the evaluated subcontractor proposals to substantiate the overall cost estimate. Once reviewed and approved, this final milestone estimate report will serve as the basis for the construction phase contract.

Site Utilization. Hennessy's project superintendent manages the site for traffic (both vehicular and pedestrian), staging, safety, security, erosion control, and cleanliness. A project logistical plan (included in all bid packages and reviewed at the pre-bid meeting) is coordinated by the superintendent beginning at the pre-construction conference held for all contracted subcontractors and attended by the project team. The superintendent is also responsible for communication and coordination with the surrounding areas of the site regarding our construction activities.

CONSTRUCTION PHASE SERVICES

Methods and Tools for Successful Construction Phase Services. Hennessy Construction uses web-based **Procore** (project management software) to manage and distribute information throughout the project duration. This program coordinates information for each project in one database. Software modules include:



- Requests for Information (RFI) and Log
- Company Contacts/Project Directory
- Submittal Cover Sheets and Log
- Requests for Proposal (RFP) and Log

- Meeting Minutes
- Daily Reports
- Pay Applications
- Subcontract Agreements and Log

Since this software is web-based, access is available to all staff, whether they are in the office or in the field, and critical correspondence such as RFIs and meeting minutes can be distributed to all team members promptly.

Submittals. Prior to issuing subcontract agreements, we secure commitments for dates and durations for preparation of all necessary submittals and coordination drawings, fabrication durations, and delivery dates. This information is incorporated into the construction schedule and enforced by Hennessy. Weekly review of the submittal log is a part of our weekly subcontractor coordination meetings. The log is also reviewed at our weekly owner meetings and included in the monthly report to the City.

Once the submittals are received by Hennessy, they are thoroughly reviewed for accuracy by our project management team. They must comply with the design documents and must not conflict with other materials or systems. Once satisfied with our review, we then forward them to the design team for final review and approval. When the materials or equipment are delivered to the jobsite for installation, they are reviewed once again by the superintendent against the approved submittals and design documents.

Requests for Information (RFIs). In the spirit of open communication, requests for information can either be submitted to Hennessy verbally from the field or in writing via fax or e-mail. We log the request in **Procore** and forward it to the design team and/or owner (depending on the nature of the question), along with a recommended solution, if appropriate. The responses are then forwarded to all affected parties. We maintain a log of all RFIs. This log is reviewed at our weekly subcontractor coordination meetings. Hennessy does not allow requests to grow stale; prompt response from the design team and/or owner is very important. The updated log is also reviewed at the weekly owner meetings and is included in our monthly report to the City.



Safety Program.
Hennessy takes great pride in our safety program and our "zero accidents" goal. We recognize our duty to provide a safe and healthy workplace for all employees. Our policy statement is found in the front of our field safety manual,

a copy of which is available for your review upon request.

Safety director, **Sam Hill**, makes frequent jobsite visits to monitor safety practices and conditions, and provides continuing company wide safety training and instruction to ensure Hennessy employees and sub-contractors work safely, every day.

Hennessy's safety director has worked hard to make our safety record one of the best in the business.

Pre-Task Planning Meetings and Non-Compliant Work. The superintendent conducts pre-task planning meetings with each subcontractor prior to the start of each new scope of work.



During these pre-task meetings the project specific requirements, plans, specifications, shop drawings, staging, safety, schedule and quality requirements are discussed. Issues related to performance of each scope will be settled before work begins, thus ensuring a smooth operation.

The project superintendent reviews all work for compliance with the documents each day. Our subcontract agreements include a 24-hour notice procedure for subcontractors. Any work not

satisfactory to the project superintendent will be addressed with 24-hours or Hennessy will remedy the item.

Coordination Meetings. We will meet on a weekly basis with the City and design team to review the project status, the schedule, logs for submittals, RFIs, the monthly pay application, and any other issues that require discussion.

Inspections for Quality and Safety. At Hennessy, we do not just leave inspections to the building department and design team. Troy Kerr (project superintendent) will be in the field throughout every single work day, looking at the work and inspecting it to make sure it meets not only the criteria of the design documents, but also Hennessy's level of quality. Hennessy's President, Mark Stalker and our Safety Director, Sam Hill are also frequent visitors to the jobsite, making inspections, discussing the progress with the superintendent, and offering advice and guidance where needed.



Sam conducts visits to each jobsite weekly and more often during critical activities such as scaffolding erection, crane work, or setting of structural steel. He inspects the crews at work to ensure they understand and are in compliance with OSHA requirements and Hennessy's strict safety program.

Schedule Control During Construction. The development of a successful schedule begins with the bid management process, when the detailed construction schedule Hennessy prepares is issued to all successful subcontractors. This schedule itemizes all work activities – including durations, responsibilities and logistics for sequencing of tasks. We encourage feedback from the subcontractors during the bid phase so the schedule is a valid and good working document. The final construction phase schedule is an attachment to every subcontract agreement. By executing their subcontracts the trade contractors agree to build by this schedule and failure to do so is simply not tolerated. Our subcontracts include terms allowing us to terminate and/or supplement crews that fail to perform adequately, within a maximum of 48-hours of the notification. However, in general these terms rarely come into play because we have selected subcontractors with a proven record of performance to participate in the bid process.

During construction, the construction schedule is a major part of our weekly subcontractor coordination meetings. All team members are kept current on the progress, allowing for early starts when prudent. Updated schedules are included in the meeting minutes, which we distribute to all team members. Constant in-field supervision, coordination and oversight by Hennessy's superintendent ensures we deliver the project to our clients in the time frame planned.

Cost Control During Construction. At Hennessy our planning ensures success. By the time we award subcontract agreements, the subcontractors are very well educated on the scope and requirements of the project. We conduct pre-award meetings with the two apparent low bidders for each trade, to ensure they understand their scope and the performance expected of them. When the subcontract agreements are issued there are no grey areas, no missing scope and no double coverage.

During the construction phase, the opportunity for change orders due to conflicts in the drawings is minimal because of our thorough review of the documents at each design milestone. We strictly enforce the executed subcontract agreements and inspect daily the trade contractors' work in place for quality and compliance with all contract documents. Any questions or conflicts that arise in the field are handled promptly to minimize both impact on schedule and potential cost to the project.

Our experience is that the majority of owner change orders during the construction phase are improvements or additions to the scope the owner wishes to add if more funding becomes available. We thoroughly review the change order proposals the subcontractors submit for both accuracy and fair pricing before we submit them to the owner and design team for review and final approval.

Close Out Management Plan.

Hennessy's closeout plan for the City's replacement of *Fire Station #22* will be executed by Jim Drake and includes a substantial completion walk-through/inspection, punch-list completion, preparation of as-built record drawings, and preparation of close-out books that include operation and maintenance manuals, subcontractor contact list, subcontractor/manufacturer warranties and documentation of maintenance requirements.



In conjunction with our Warranty Manager, Sam Hill, Jim will conduct a walk-through/inspection eleven (11) months after substantial completion in order to identify any warranty issues that need addressing prior to the expiration of any twelve-month subcontractor warranties.

Training Program. A critical step in the complete success of this project will be to guarantee you are fully aware, trained and comfortable with every system of the project before it is turned over to you. **We want you to be satisfied for years to come.** Jim will develop a complete program for closing out the project, including:

1. Schedule subcontractors and vendor representatives for training with the operations staff;
2. video each training session for your future use;
3. provide closeout manuals that are bound, indexed and tabbed for easy reference;
4. provide a complete set of as-built drawings;
5. provide a complete record of inspections, certifications, and approvals from all applicable agencies;
6. provide copies of every completed punch-list;
7. provide inventories, vendor lists, and catalog numbers for all materials that may be purchased in the future; and
8. provide attic stock materials.

Each item above will be in accordance with the contract documents.

Warranty Program. Hennessy Construction Services' warranty program is **very simple**. After occupancy, if you have any concerns about your building you only have to call one number – OURS.

Sam Hill will investigate, contact subcontractors, follow-up, and issue a report for each item. A warranty request form will be provided in the project close-out manual, which can be completed and returned to our office. In addition, one month prior to the end of the warranty period, a building walk-through will be conducted with your staff and Sweet Sparkman to determine and resolve any final items that require attention.

MANAGEMENT OF SUBCONTRACTORS

Being based in St. Petersburg for over 105 years, Hennessy has developed a loyal following of subcontractors that will bid on our projects.

Prior to the final design documents being issued, Jim Drake, Craig Hendrickson, and Troy Kerr (Hennessy Construction's project manager, project estimator and project superintendent, respectively) will develop a list of pre-qualified subcontractors (3 to 4 per trade) and submit the list to the project team for discussion, editing, and final approval. Our preliminary list includes only those subcontractors who have a proven track record with us and who have passed our prequalification process. When preparing our preliminary list we consider the size, location and

complexity of the project as well as consider the availability of MBE/WBE/DBE/SBE firms. We want the project to fit the subcontractor and vice versa.

Pre-Task Planning Meetings and Non-Compliant Work. Our project superintendent conducts pre-task planning meetings with each subcontractor prior to the start of each new scope of work. During these pre-task meetings the project-specific requirements, plans, specifications, shop drawings, staging, safety, schedule and quality requirements are discussed. Issues related to performance of each scope will be settled before work begins, thus ensuring a smooth operation.



The superintendent reviews all work for compliance with the documents each day. Our subcontract agreements include a 24-hour notice procedure for subcontractors. Any work not satisfactory to the project superintendent will be addressed within 24 hours or Hennessy will remedy the item.

Coordination Meetings. On a weekly basis, we conduct a jobsite meeting with all subcontractors currently on site. We review progress, schedule, quality, submittals, open RFIs, open cost issues, resolve conflicts, coordinate trades and discuss any new issues that may have come up since the prior meeting. All parties are given an opportunity to speak. Minutes of the meetings are distributed to all team members, including subcontractors not on site, along with the updated schedule and logs. We also meet on a weekly basis with the owner and design team to review the project status, the schedule, the logs for submittals, RFIs, the monthly pay application and any other issues that require discussion.



Throughout the duration of the construction phase, there will be numerous task coordination meetings, such as a pre-roofing conference or a meeting to coordinate the plumbing, mechanical and electrical overhead rough-ins. These meetings are led by the project superintendent. Again, proper planning and coordination are critical to a smooth-running project. Our consistent pro-active approach is one reason we are known for quality work.

Level of Key Staffing. The following matrices outline the resources and staffing to be provided during the preconstruction and construction phases of the new *Fire Station #22* project. Each activity outlined illustrates the staffing involved and the outcome anticipated. The deliverables that will be provided at each phase are also identified. As the scope of work is further defined, additional activities and designated responsible parties may be included to supplement these services.

PRE-CONSTRUCTION PHASE

TECHNICAL SERVICES	PRE-CONSTRUCTION PHASE	HENNESSY TEAM MEMBERS				BENEFITS
		Mark Stalker, President	Craig Hendrickson, Sr. Estimator	Ken Nielsen, Proj. Executive, Planning & Preconstruction	Jim Drake*, Project Manager	
Budget Estimating and Cost Control	Detailed milestone estimates, Constructibility reviews, identify procurement strategies, manage bid & award of trades, include background check requirements in subcontractor bid packages, finalize GMP	✓	✓	✓	✓	Provides you with "real-time" updates so the plan to stay on budget is always known.
Value Engineering	Provide cost options for alternate construction techniques and materials	✓	✓	✓	✓	Provides pricing options to maintain budget.
Constructibility Review	Review documents for adequate design details, Review documents for potential scope gaps	✓	✓	✓	✓	Provides assurance the estimates are accurate, facilitating the major decision-making process.
Construction Scheduling	Develop overall project schedule, identify long-lead items, update schedule weekly, develop site logistics plan	As needed		✓	✓	Keeps project team on task and accountable for milestone dates.
Project Management	Define quality goals, set-up Owner Direct Purchase program, comprehensive scoping of all trades, monitor and update program schedule, conduct budget update meeting	As needed		✓	✓	Project leadership that makes the construction process effortless.
Deliverables	Master Schedule, Constructibility Review Report, Cost Estimating Reports at Design Milestones, GMP Proposal Book, Site Utilization Plan					Provides accurate record keeping in a transparent format.

* plus assigned Engineer



CONSTRUCTION PHASE

TECHNICAL SERVICES	CONSTRUCTION PHASE	HENNESSY TEAM MEMBERS				BENEFITS
		Mark Stalker, President	Ken Nielsen, Proj. Executive, Planning & Preconstruction	Jim Drake, Project Manager	Troy Kerr, Project Superintendent	
Budget Estimating and Cost Control	Change management, on-site daily invoice tracking and maintenance, open-book cost reporting	As needed	✓	✓	✓	Provides you with "real-time" updates so the plan to stay on budget is always known.
Construction Scheduling	Weekly subcontractor meetings, 2-week look-ahead schedules, critical path management, weekly updates		✓	✓	✓	Keeps project team on task and accountable for milestone dates.
Project Management	Point of contact for administrative functions of project, background checks for all construction employees, establish project badging system, performs project coordination with client, conducts project team meetings	As needed	✓	✓	✓	Project leadership that makes the construction process effortless.
On-site Supervision	Implement <i>Quality Assurance Plan</i> , strictly enforce subcontract agreements, hold pre-task meetings, inspect work daily	As needed	✓	✓	✓	Constant communication and coordination of subcontractors helps project run smoothly.
Project Closeout	Owner move-in coordination, final punch list, assemble closeout manual, document as-built conditions, provide video training		✓	Sam Hill, Warranty Manager	✓	Effortless transition from construction to occupancy.
Deliverables	Project Safety Plan, Project Quality Control Plan, Meeting Minutes, Pending Items Log, RFI Log, Submittal Log, Direct Purchase Items Log, Long-Lead Items Log, Applications for Payment, Operations/Maintenance Training with Video Record					Provides accurate record keeping in a transparent format.



Madeira Beach Fire Station

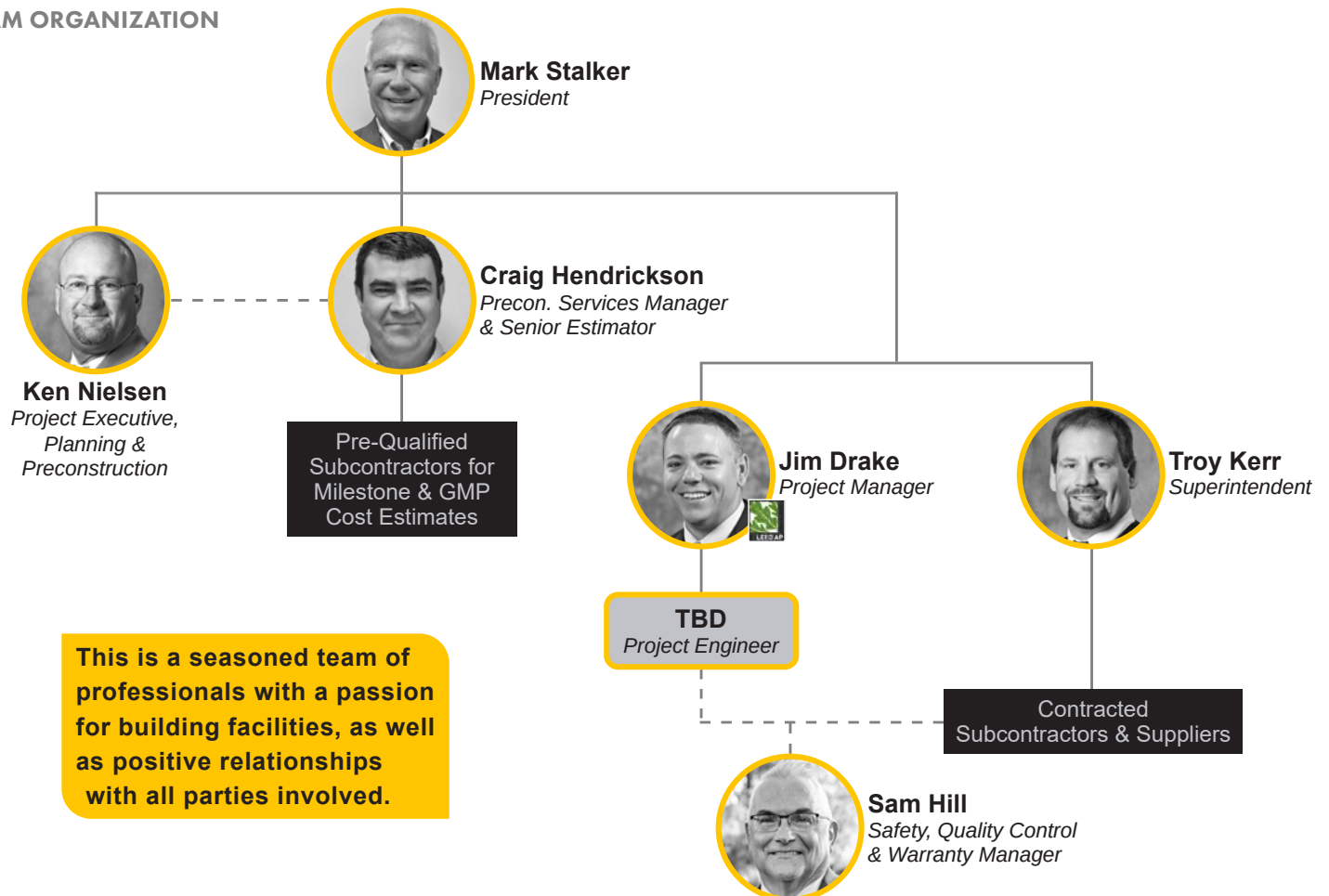


Pinellas County Public Works Vehicle Storage Facility

CONSTRUCTION MANAGER AT RISK TEAM

KEY INDIVIDUAL LICENSE	ROLE & DUTIES
Mark Stalker State of FL Certified GC	President. Will be the Project Executive for the design phase.
Ken Nielsen State of FL Certified GC	Project Executive, Planning & Construction. Will assist preconstruction team with scheduling, logistics, and constructibility reviews.
Craig Hendrickson	Preconstruction Services Manager/Senior Estimator. Will provide estimating efforts during preconstruction.
Jim Drake LEED® Accredited Professional	Project Manager. Will act as the Project Manager and main point of contact for the City, when construction commences.
Troy Kerr	Project Superintendent. Will be the on-site supervisor during the construction phase and will be the day-to-day contact for the City.
TBD	Project Engineer. Will assist the team from the preconstruction phase through project completion maintaining logs, records and shop drawings.

TEAM ORGANIZATION



KEY STAFF RESUMES

Mark Stalker
PRESIDENT**EDUCATION**

University of Florida,
Bachelor of Building Construction

CREDENTIALS & CERTIFICATIONS

16 years with Hennessy Construction
43 years of construction experience
in Tampa Bay
State of Florida Certified GC

EXPERIENCE

Mark Stalker, a native of St. Petersburg, has built some of the largest projects in the area, most notable as the project manager for construction of Raymond James Stadium.

Mark is familiar with design/build, construction management and general contracting project delivery methods. He leads day-to-day operations and pre-construction functions. His involvement with a project starts with early design and estimating phases, through start of construction.

Ken Nielsen
PROJECT EXECUTIVE, PLANNING
& PRECONSTRUCTION**EDUCATION**

St. Petersburg College,
Building Construction Program

CREDENTIALS & CERTIFICATIONS

16 years with Hennessy Construction
39 years of construction experience
Coast Guard Captains License OUPV
State of Florida Certified GC

EXPERIENCE

In 2009, Ken Nielsen joined Hennessy, only his third employer during his 39-year construction career. He's worked not only as a superintendent, but also as an estimator and project manager. His experience includes everything from tenant build-out of a medical office to multi-story condominium communities.

Ken served as Vice President of Operations from 2014 until April 2025, where he monitored the progression and quality of construction on all projects, ensuring contract obligations were met to complete satisfaction.

Craig Hendrickson
PRECONSTRUCTION SERVICES MANAGER
& SENIOR ESTIMATOR**EDUCATION**

VA Polytechnic State University
Master of Architecture
Bachelor of Architecture

CREDENTIALS & CERTIFICATIONS

9 years with Hennessy Construction
19 years of construction experience
AZ | CO | FL | NM | VA | WA Market
Experience

EXPERIENCE

Craig joined Hennessy in 2015 and has experience as a project manager and estimator, which compliments his architectural background from Virginia Tech.

Craig can provide full pre-construction management services including conceptual development, estimating, value-engineering/cost analysis, subcontractor pre-qualification and bid packaging. He has managed both negotiated & selective bid commercial building projects and maintains an excellent rapport with clients.

KEY STAFF RESUMES (CONTINUED)

Jim Drake, Jr.
PROJECT MANAGER**EDUCATION**

University of Florida
Bachelors Degree, Building
Construction

CREDENTIALS & CERTIFICATIONS

10 years with Hennessy Construction
20 years of construction experience
LEED® Accredited Professional

ROLE IN PROJECT

- Responsible for complete project management & coordination
- Main point of contact for Owner
- Provides on-site project supervision
- Performs constructibility reviews
- Develops project schedule
- Conducts Project Team meetings
- Responsible for project record keeping, (RFIs, meeting minutes, monthly progress reports)

EXPERIENCE

Jim grew up in the Daytona Beach area, and has worked construction throughout the state since graduating from the University of Florida. He believes that in order to make a project successful one must understand the owner's needs and expectations, have a clear understanding of the drawings and site conditions, buyout and scope the subcontractors in depth, and have good, solid communication amongst all members of the project team. His strong work ethic and congenial personality have proved to be a valuable asset to the firm.

PROFESSIONAL EXPERIENCE

1 Madeira Beach Fire Station, City Hall,
& Recreation Complex
Madeira Beach, FL | 45,000 sf | \$10,085,837

YMCA Speer Academy Renovation
St. Petersburg, FL | \$2,353,205

2 Eckerd College Bon-Appetite Cafe
St. Petersburg, FL | 15,600 sf | \$13,408,951

Green Bench Brewery Expansion
St. Petersburg, FL | 6,000 sf | \$1,257,656

University Preparatory School
St. Petersburg, FL | 65,000 sf | \$4,894,436

Museum of History Renovations
St. Petersburg, FL | 15,202 gsf | \$343,042

Freedom Bank Renovation & Addition
St. Petersburg, FL | 3,800 sf | \$1,217,517

Eckerd College Iota Lounge
Gulfport, FL | 3,083 sf | \$988,293

Elements on Third, Buildings 4 & 5
St. Petersburg, FL | 128,457 sf | \$16,680,607

YMCA Lealman Interior Alterations
St. Petersburg, FL | 9,762 sf | \$191,706



KEY STAFF RESUMES (CONTINUED)

Troy Kerr
PROJECT SUPERINTENDENT**EDUCATION**

Cabrillo College, Construction & Energy Management Program

CREDENTIALS & CERTIFICATIONS

22 years with Hennessy Construction
29 years construction experience
OSHA 10-Hour & CPR/First Aid

ROLE IN PROJECT

- Full time on-site supervision
- Develops logistical construction approach
- Develops site utilization plan
- Develops (with PM) and maintains project schedule
- Inspects work daily for quality and compliance with contract documents

EXPERIENCE

Troy has worked in construction since graduating high school. At Hennessy, he started as a carpenter and has worked his way up from foreman to project superintendent. Troy has extensive experience managing job sites at occupied facilities and has completed projects for several of our repeat clients.

PROFESSIONAL EXPERIENCE

1 Madeira Beach Fire Station, City Hall, & Recreation Complex
Madeira Beach, FL | 45,000 sf | \$10,085,837

PEMHS Children's Stabilization & Crisis Center
Pinellas Park, FL | 11,000 gsf | \$7,930,663

2 Pinellas County Public Works Operations & Vehicle Storage Buildings
Clearwater, FL | 91,249 gsf | \$27,393,044

Florida Botanical Gardens Discovery Garden & Tropical Pavilion Gift Shop
Largo, FL | 10,500 gsf | \$2,861,645

City of Gulfport Public Library Renovation
Gulfport, FL | 11,840 gsf | \$294,998

St. Pete Free Clinic Woman's Residences
St. Petersburg, FL | \$2,800,000

Daystar Life Center
St. Petersburg, FL | 10,500 gsf | \$1,938,234

Loews Don Cesar Beach Resort Room Renovations
St. Petersburg, FL | 275 guest rooms | \$2,122,857

Freedom Bank Renovation & Addition
St. Petersburg, FL | 3,800 sf | \$1,217,517



WHY CHOOSE HENNESSY?

- » We are experienced Construction Managers who place our **clients' needs** as the **number one priority** on all projects.
- » We take the time to **listen to your objectives** and then make those objectives our own.
- » We believe in a **Team approach**, clear communications and collaboration between all project team members.
- » Hennessy Construction Services **provides excellent preconstruction services**. Our Chief Estimator, Craig Hendrickson, supplies accurate detailed budget information from conceptual designs through Construction Documents. This gives you comfort you will always know exactly where the project budget stands and all design decisions are being made with cost, schedule and constructibility in mind.
- » Hennessy invites you to be involved in the construction process. Our door is "always open" to you and with open-book accounting, reliable record keeping and coordination with disciplines, means there will be zero "surprises"; providing you with *peace-of-mind* the construction experience will be a positive one.
- » Hennessy has a wealth of experience in implementing **Owner Direct Purchase Programs** due to the large volume of work we do with nonprofit entities. Our system makes it easy and effortless for our clients.
- » We are **municipal building experts**. Since 1920 we have completed countless projects for local city and county governments (*see sidebar for most recent history*). We know the ins and outs of the functionality of municipal facilities, which is crucial in our ability to provide the best preconstruction and construction services possible.
- » You can take comfort in knowing you have a **financially stable company** that will **stand by our work**. Our warranty doesn't end at one year – if you have a problem with this facility and it is our fault we will fix it no questions asked. This is how we have stayed in business for **105 years!**



St. Pete Beach Public Works

HENNESSY'S MUNICIPAL PROJECT EXPERIENCE

CATHERINE HICKMAN COMMUNITY THEATER
 CITY OF GULFPORT PUBLIC LIBRARY RENO
 CITY OF LARGO TRUCK WASH
 DUNEDIN CITY HALL ADA REPAIRS
 MADEIRA BEACH CITY HALL, FIRE STATION, RECREATION CENTER & ATHLETIC FIELDS
 NEW PORT RICHEY PUBLIC WORKS FLEET MAINTENANCE BUILDING
 NEW PORT RICHEY AQUATIC & FITNESS CENTER ADDITION
 NEW PORT RICHEY LIBRARY RENOVATION
 SIMS PARK IMPROVEMENTS
 SIMS PARK BAND SHELL SHADE STRUCTURES
 ALBERT WHITTED PARK
 JAMESTOWN APARTMENTS REDEVELOPMENT
 JORDAN SCHOOL RENOVATION
 MAHAFFEY THEATER RENOVATION & ADDIT
 MAHAFFEY THEATER EXTERIOR RENOVATIONS (ENVELOPE REPAIR)
 ST. PETE BEACH COMMUNITY RECREATION CENTER ADDITION & RENOVATIONS
 ST. PETE BEACH FIRE STATIONS 22 & 23 RENOVATIONS
 ST. PETE BEACH PUBLIC LIBRARY RENO
 ST. PETE BEACH PUBLIC LIBRARY PARKING LOT EXPANSION
 ST. PETE BEACH PUBLIC WORKS
 TAMPA-HILLSBOROUGH EXPRESSWAY AUTHORITY TRANSPORTATION MANAGEMENT CENTER
 MARY BETHUNE APARTMENTS (TAMPA HOUSING AUTHORITY)
 CITY OF TREASURE ISLAND CONTINUING SERVICES CONTRACT
 HILLSBOROUGH COUNTY LAKE PARK WATER PUMP STATION
 HILLSBOROUGH COUNTY PROVIDENCE EAST SKATE PARK
 PINELLAS COUNTY SHERIFF'S TECH BLDG 1, 2 & 3 RENOVATIONS
 PINELLAS COUNTY PUBLIC WORKS OPERATIONS BUILDING & VEHICLE STORAGE BUILDING

LITIGATION HISTORY FOR PROJECTS DURING THE PAST FIVE (5) YEARS.

Hennessy Construction Services has never been a litigious company. We pride ourselves in our ability to openly and honestly resolve conflicts and disputes; because of this we have had very few lawsuits or claims filed.

HCS currently has two *prior* litigation items (within the past five years):

1. *Hammock Ridge II Slip and fall.* Hennessy constructed the Hammock Ridge II affordable housing project in Spring Hill, Florida. The project was substantially complete in June of 2019. Andrew Magaldino filed a complaint against HTG Hammock Ridge, LLC, Forum Construction Group, Inc. and Hennessy Construction Services that in October 2021 a resident slipped and fell on a sidewalk allegedly due to concrete debris on the sidewalk. Hennessy disputed any exposure to this complaint because we turned the project over to our client two years prior to the incident and did not have control of the site. **Lawsuit was dismissed.**
2. *The City of Madeira beach filed a complaint against Wannemacher Jensen Architects, Inc. and Hennessy Construction Services relating to the design and construction of the Madeira Beach City Hall, Fire Station and Recreational complex that was completed in March of 2015.* The City's claim relates to minor differential settlement of the slab-on-grade concrete in the fire station and recreation building. It also claims improper design and construction of the roof of the fire station (one area sloping away from the roof drain). The fire station and recreation building foundations are supported on pilings and are not settling; the independently supported slab on grade concrete has settled slightly causing some cosmetic damage to items such as drywall and cabinets. The design that was approved and accepted by the City allowed for up to ½ inch settlement of the slab-on-grade which has not been exceeded. This complaint was sent to the liability carrier at the time of construction and when the alleged defect was brought to the attention of Wannemacher Jensen and Hennessy Construction Services. We are being defended by the liability carrier's counsel. Our position is we constructed the buildings in accordance with the design that was accepted by the City of Madeira Beach. **Case was settled in mediation.**

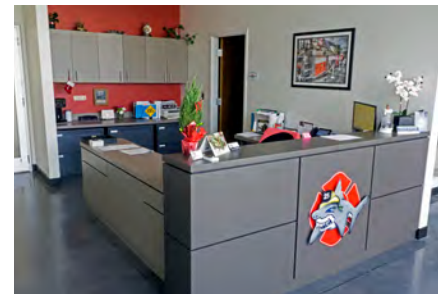


I want to let you know how much I appreciate the way you and the rest of the Hennessy team handled the construction of our new office building as I know it was a difficult project. With the new construction taking place between our existing headquarters and the parking lot, coordination, safety, and lack of disruption were critical to all of us. As you have done in the past, Hennessy performed flawlessly. When there were opportunities to improve the project, you brought them to me. When there were problems, you brought me solutions. The end result was an outstanding addition to our campus, and the building has been a delight to work in since completion.

– Benjamin B. Godwin, Senior VP Real Estate & Corporate Services, TechData Corporation

STATEMENT OF ASSURANCE

Hennessy Construction Services Corp. 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 apply.



BONDING CAPACITY

Per Project:
\$30,000,000

Aggregate:
\$90,000,000

*Please refer to letter
provided by USI
Insurance Services
on behalf of American
Alternative Insurance
Corporation.*

History: During
the past five (5)
years there are
no claims against
any of Hennessy
Construction Services
Corp.'s previous
bonds.



USI Insurance Services
6100 Fairview Drive
Suite 1400
Charlotte, NC 28210
www.usi.com
Tel: 704.543.0258

April 21, 2025

RE: Our Client: Hennessy Construction Services Corp.

To Whom It May Concern:

We have been asked by Hennessy Construction Services Corp. to share with you their ability to secure bonding.

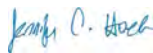
Their current bonds are written through American Alternative Insurance Corporation. Their current bonding capacity for single jobs is in the \$30,000,000 range, with an aggregate work program of \$90,000,000.

We consider Hennessy Construction Services Corp. to be one of the more outstanding contractors in this area and we recommend them highly. Hennessy Construction Services Corp. is well managed, capably staffed and sufficiently financed to process the work they are bidding.

American Alternative Insurance Corporation would be most willing to provide a Performance and Payment Bond, in the event Hennessy Construction Services Corp. is awarded and enters into a Contract satisfactory to all parties. Please note that the decision to issue Performance and Payment bonds is a matter between Hennessy Construction Services Corp. and American Alternative Insurance Corporation and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

American Alternative Insurance Corporation has an A.M. Best Financial Strength Rating of "A+" (Superior) and a Financial Size Category of XV (\$2 Billion or greater).

Sincerely,



Jennifer C. Hoehn
Surety Account Executive

Property & Casualty • Employee Benefits • Personal Risk • Retirement Consulting
The USI ONE Advantage®

5

SECTION 5 LEED®



Request for Proposal for
Construction Management
at Risk Services (SMAR) for
FIRE STATION #22

LEED® Experience & Understanding

Hennessy Construction has completed four LEED® Certified buildings: the **Woodland Corporate Center (GOLD)**; the **City of St. Petersburg Jordan School (SILVER)**; **Pinellas County Public Works Operations Building (GOLD)**; and the **Pinellas County Public Works Vehicle Storage Facility (SILVER)**.

Hennessy commonly recommends the use of sustainable materials, employing passive cooling strategies and green system approaches (like plumbing efficiencies, intelligent lighting, and energy efficient mechanical systems). These are regularly incorporated into the building programs, especially when there is little to no additional first cost in implementation. We analyze the requirements of a project for the purpose of achieving the essential functions at the lowest total costs over the life of the project. There are three key phases (Planning, Design, and Construction) where the project Team assesses systems and materials for sustainability and resiliency. During Planning, we carefully review the program, listen to the client's goals, and collaborate on what solutions can be economically incorporated into the program.

We are strong advocates of the City of St. Pete Beach's sustainability and green building initiatives. We understand that maximizing the use of energy-efficient systems and green building features into the design and construction of the project is vital to its ultimate success.

Additionally, several of our projects (multi-family residential) have been certified through the National Green Building Standard (NGBS) and we are also familiar with Green Globes sustainability standards for building design and construction.

Some common standards of practice for managing daily construction progress on projects where there is an emphasis on sustainability and subsequent LEED® Certification, might include implementation of the following procedures:



- Protection of new materials installed throughout the course of construction (e.i. sealed HVAC ducts)
- Daily jobsite cleaning with vacuums utilizing HEPA filters (no brooms)
- Walk-off mats at all construction ingress and egress from a building
- Recycling program for all construction staff
- Construction materials recycling program for gypsum, wood, metals, concrete, cardboard & plastics

A LEED® project we constructed for a city municipality was the Jordan School restoration project which achieved a LEED® Silver rating. The LEED® scorecard for this project (with contractor scope highlighted) is located on the following pages.

EXPERIENCE CONSTRUCTING GREEN BUILDINGS



**PINELLAS CO. PUBLIC
WORKS OPERATIONS
BUILDING**



**WOODLAND
CORPORATE CENTER**



**PINELLAS CO. PUBLIC
WORKS VEHICLE
STORAGE BUILDING**



**CITY OF ST. PETE
JORDAN SCHOOL**

LEED-ONLINE: SCORECARD AND STATUS page 1 of 3



WELCOME PAUL
10184763 - Jordan School Restoration
LEED for Schools 2.0

[LEED-Online Home](#) | [Credit Scorecard & Status](#) | [Project Summary](#) | [Team Admin](#) | [Documents](#) | [Public Ratings](#) | [Project CIR](#) | [Help](#) | [Project Selector](#) | [Sign Out](#)

SCORECARD

CERTIFIED

Registration
Design Application
Design Review
Design Appeal
Design Appeal Review
Construction Application
Construction Review
Construction Appeal
Construction Appeal Review
X

MY ACTION ITEMS

Displays the next steps for the project. Depending on your project role, the project status and number of points anticipated or awarded; different action items will appear.

This Project has achieved LEED Certification.

[Customer Satisfaction Survey](#)

You have 0 new Notifications

LEED RATING

Displays LEED level which is based on number of points attempted.*



SILVER

This Project has achieved enough points for Silver Rating.

* Actual Certification Level will be based on the number of points awarded and successful completion of all Prerequisites.

[View Review Summary](#)

ATTEMPTED CREDIT SUMMARY

Displays attempted points for the project by status.

Status	Points		
	Design	Construction	Total
Earned:	28	11	39
Denied:	3	0	3
Total Attempted:	31	11	42

CREDIT SCORECARD

Displays all credits and points per LEED sections. Depending on project access, one can attach team members, view attempted credits or click credits to display template.

Collapse All Credit Categories

design
construction

✔ = Marked Complete
✔ = Not Marked Complete

! = Needs Attention
★ = Credit Assigned to You

39 Points Documented

10 Sustainable Sites

Points Available: 80

Possible Points: 16

Yes	SS	Prerequisite 1	Construction Activity Pollution Prevention		Earned	0
Yes	SS	Prerequisite 2	Environmental Site Assessment		Earned	0
1	SS	Credit 1	Site Selection		Earned	1
1	SS	Credit 2	Development Density & Community Connectivity		Earned	1
1	SS	Credit 3	Brownfield Redevelopment		Earned	1
1	SS	Credit 4.1	Alternative Transportation: Public Transportation Access		Earned	1
	SS	Credit 4.2	Alternative Transportation: Bicycle Storage Use		Not Attempted	1
0	SS	Credit 4.3	Alternative Transportation: Low-Emitting & Fuel Efficient Vehicles		Denied	1
1	SS	Credit 4.4	Alternative Transportation: Parking Capacity		Earned	1
	SS	Credit 5.1	Site Development: Protect or Restore Habitat		Not Attempted	1
	SS	Credit 5.2	Site Development: Maximize Open Space		Not Attempted	1
	SS	Credit 5.3	Construction Management: Open Space		Earned	1

CITY OF ST. PETE BEACH | FIRE STATION #22 Page 39 of 774 **36**

LEED-ONLINE: SCORECARD AND STATUS page 2 of 3

1	SS	Credit 6.1	Stormwater Management: Quantity Control	Civil Engineer	Earned	1
1	SS	Credit 6.2	Stormwater Management: Quality Control	Civil Engineer	Earned	1
1	SS	Credit 7.1	Heat Island Effect: Non-Roof	Civil Engineer	Earned	1
1	SS	Credit 7.2	Heat Island Effect: Roof	★ Project Team Administrator	Earned	1
0	SS	Credit 8	Light Pollution Reduction	Civil Engineer	Denied	1
1	SS	Credit 9	Site Master Plan	★ Project Team Administrator	Earned	1
	SS	Credit 10	Joint Use of Facilities	Not Attempted		1
5			Water Efficiency		Possible Points:	7
1	WE	Credit 1.1-1.2	Water Efficient Landscaping	Landscape Architect	Earned	2
1	WE	Credit 2	Innovative Wastewater Technologies	MEP Engineer	Earned	1
3	WE	Credit 3.1-3.2	Water Use Reduction	MEP Engineer	Earned	3
	WE	Credit 4	Process Water Use Reduction	Not Attempted		1
6			Energy & Atmosphere		Possible Points:	17
Yes	EA	Prerequisite 1	Commissioning of the Building Energy Systems	Commissioning Agent	Earned	0
Yes	EA	Prerequisite 2	Minimum Energy Performance	MEP Engineer	Earned	0
Yes	EA	Prerequisite 3	Fundamental Refrigerant Management	MEP Engineer	Earned	0
5	EA	Credit 1	Optimize Energy Performance	MEP Engineer	Earned	10
1	EA	Credit 2	On-Site Renewable Energy	MEP Engineer	Earned	3
	EA	Credit 3	Enhanced Commissioning	Not Attempted		1
	EA	Credit 4	Enhanced Refrigerant Management	Not Attempted		1
	EA	Credit 5	Measurement & Verification	Not Attempted		1
	EA	Credit 6	Green Power	Not Attempted		1
4			Materials & Resources		Possible Points:	13
Yes	MR	Prerequisite 1	Storage & Collection of Recyclables	★ Project Team Administrator	Earned	0
	MR	Credit 1.1-1.2	Building Reuse	Not Attempted		2
	MR	Credit 1.3	Building Reuse, Non-Structural	Not Attempted		1
2	MR	Credit 2	Construction Waste Management	H Contractor	Earned	2
	MR	Credit 3	Resource Reuse	Not Attempted		2
1	MR	Credit 4	Recycled Content	H Contractor	Earned	2
1	MR	Credit 5	Regional Materials	H Contractor	Earned	2
	MR	Credit 6	Rapidly Renewable Materials	Not Attempted		1
	MR	Credit 7	Certified Wood	Not Attempted		1
10			Indoor Environmental Quality		Possible Points:	21
Yes	EQ	Prerequisite 1	Minimum IAQ Performance	MEP Engineer	Earned	0
Yes	EQ	Prerequisite 2	Environmental Tobacco Smoke (ETS) Control	★ Project Team Administrator	Earned	0
Yes	EQ	Prerequisite 3	Minimum Acoustical Performance	Acoustical Consultant	Earned	0
1	EQ	Credit 1	Outdoor Air Delivery Monitoring	MEP Engineer	Earned	1

LEED-ONLINE: SCORECARD AND STATUS page 3 of 3

	EQ	Credit 2	Increased Ventilation	Not Attempted		1
1	EQ	Credit 3.1	Construction IAQ Management Plan: During Construction	H Contractor	Earned	1
	EQ	Credit 3.2	Construction IAQ Management Plan: Before Occupancy	Not Attempted		1
4	EQ	Credit 4	Low-Emitting Materials	H Contractor	Earned	4
	EQ	Credit 5	Indoor Chemical & Pollutant Source Control	Not Attempted		1
	EQ	Credit 6.1	Lighting System Design & Controllability	Not Attempted		1
	EQ	Credit 6.2	Thermal Comfort Controllability	Not Attempted		1
1	EQ	Credit 7.1	Thermal Comfort: Design	MEP Engineer	Earned	1
1	EQ	Credit 7.2	Thermal Comfort: Verification	MEP Engineer	Earned	1
	EQ	Credit 8.1	Daylighting & Views: Daylighting	Not Attempted		4
1	EQ	Credit 8.2	Daylighting & Views: Views for 90% of Spaces Enhanced	★ Project Team Administrator	Earned	1
	EQ	Credit 9	Acoustical Performance	Not Attempted		2
1	EQ	Credit 10	Mold Prevention	MEP Engineer	Earned	1
4		Innovation in Design Process			Possible Points:	6
1	ID	Credit 1.1	Innovation in Design	★ Project Team Administrator	Earned	1
1	ID	Credit 1.2	Innovation in Design	H Contractor	Earned	1
1	ID	Credit 1.3	Innovation in Design	★ Project Team Administrator	Earned	1
0	ID	Credit 1.4	Innovation in Design	★ Project Team Administrator	Denied	1
1	ID	Credit 2	LEED Accredited Professional	★ Project Team Administrator	Earned	1
	ID	Credit 3	School As A Teaching Tool	Not Attempted		1

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LEED-Online Version 2.0

Additional LEED® Scorecards and completed project status documentation is available upon request.

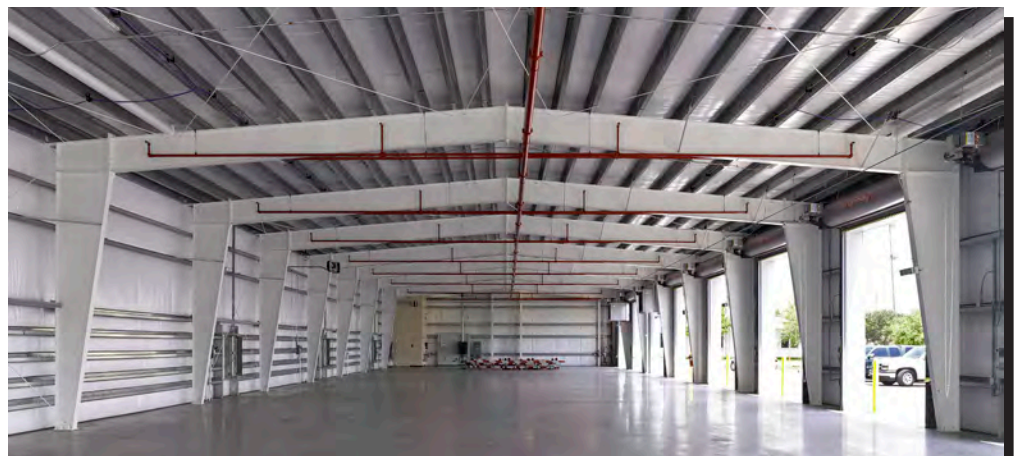


The Jordan School

Utilizing the LEED® Evaluation project checklist (sample below) as our guide, during the preconstruction planning and construction phase documentation of the *Fire Station #22* project, will assist in ensuring we attain the City's LEED® Silver certification goals.

LEED v4 for BD+C: New Construction and Major Renovation		Project Checklist		Project Name:		Date:	
Y	?	N					
0	0	0	Credit	Integrative Process	1		
0	0	0	Location and Transportation			16	
0	0	0	Credit	LEED for Neighborhood Development Location	16		
0	0	0	Credit	Sensitive Land Protection	1		
0	0	0	Credit	High Priority Site	2		
0	0	0	Credit	Surrounding Density and Diverse Uses	5		
0	0	0	Credit	Access to Quality Transit	5		
0	0	0	Credit	Bicycle Facilities	1		
0	0	0	Credit	Reduced Parking Footprint	1		
0	0	0	Credit	Green Vehicles	1		
0	0	0	Sustainable Sites			10	
Y	?	?	Prereq	Construction Activity Pollution Prevention	Required		
0	0	0	Credit	Site Assessment	1		
0	0	0	Credit	Site Development - Protect or Restore Habitat	2		
0	0	0	Credit	Open Space	1		
0	0	0	Credit	Rainwater Management	3		
0	0	0	Credit	Heat Island Reduction	2		
0	0	0	Credit	Light Pollution Reduction	1		
0	0	0	Water Efficiency			11	
Y	?	?	Prereq	Outdoor Water Use Reduction	Required		
Y	?	?	Prereq	Indoor Water Use Reduction	Required		
Y	?	?	Prereq	Building-Level Water Metering	Required		
0	0	0	Credit	Outdoor Water Use Reduction	2		
0	0	0	Credit	Indoor Water Use Reduction	6		
0	0	0	Credit	Cooling Tower Water Use	2		
0	0	0	Credit	Water Metering	1		
0	0	0	Energy and Atmosphere			33	
Y	?	?	Prereq	Fundamental Commissioning and Verification	Required		
Y	?	?	Prereq	Minimum Energy Performance	Required		
Y	?	?	Prereq	Building-Level Energy Metering	Required		
Y	?	?	Prereq	Fundamental Refrigerant Management	Required		
0	0	0	Credit	Enhanced Commissioning	6		
0	0	0	Credit	Optimize Energy Performance	18		
0	0	0	Credit	Advanced Energy Metering	1		
0	0	0	Credit	Demand Response	2		
0	0	0	Credit	Renewable Energy Production	3		
0	0	0	Credit	Enhanced Refrigerant Management	1		
0	0	0	Credit	Green Power and Carbon Offsets	2		
0	0	0	Materials and Resources			13	
Y	?	?	Prereq	Storage and Collection of Recyclables	Required		
Y	?	?	Prereq	Construction and Demolition Waste Management Planning	Required		
0	0	0	Credit	Building Life-Cycle Impact Reduction	5		
0	0	0	Credit	Building Product Disclosure and Optimization - Environmental Product Declarations	2		
0	0	0	Credit	Building Product Disclosure and Optimization - Sourcing of Raw Materials	2		
0	0	0	Credit	Building Product Disclosure and Optimization - Material Ingredients	2		
0	0	0	Credit	Construction and Demolition Waste Management	2		
0	0	0	Indoor Environmental Quality			16	
Y	?	?	Prereq	Minimum Indoor Air Quality Performance	Required		
Y	?	?	Prereq	Environmental Tobacco Smoke Control	Required		
0	0	0	Credit	Enhanced Indoor Air Quality Strategies	2		
0	0	0	Credit	Low-Emitting Materials	3		
0	0	0	Credit	Construction Indoor Air Quality Management Plan	1		
0	0	0	Credit	Indoor Air Quality Assessment	2		
0	0	0	Credit	Thermal Comfort	1		
0	0	0	Credit	Interior Lighting	2		
0	0	0	Credit	Daylight	3		
0	0	0	Credit	Quality Views	1		
0	0	0	Credit	Acoustic Performance	1		
0	0	0	Innovation			6	
0	0	0	Credit	Innovation	5		
0	0	0	Credit	LEED Accredited Professional	1		
0	0	0	Regional Priority			4	
0	0	0	Credit	Regional Priority: Specific Credit	1		
0	0	0	Credit	Regional Priority: Specific Credit	1		
0	0	0	Credit	Regional Priority: Specific Credit	1		
0	0	0	Credit	Regional Priority: Specific Credit	1		
0	0	0	TOTALS			Possible Points: 110	
Certified: 40 to 49 points, Silver: 50 to 59 points, Gold: 60 to 79 points, Platinum: 80 to 110							

Sample LEED® Checklist



Pinellas County Public Works Vehicle Storage Building



SECTION 6 Forms



Request for Proposal for
Construction Management
at Risk Services (SMAR) for
FIRE STATION #22

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: Mark Stalker, President
(Print individual's name and title)

for: Hennessy Construction Services Corp.
(Print name of entity submitting sworn statement)

at: 2300 22nd Street North, St. Petersburg, FL 33713
(Business address)

and (if applicable), its Federal Employer Identification Number (FEIN):

59-1579954

(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 proposal 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

PUBLIC ENTITY CRIMINAL AFFIDAVIT | PAGE 2

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 proposals or applies to proposal 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.

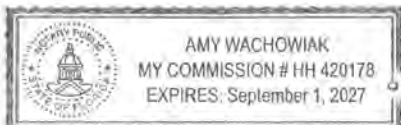
☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent 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 4th day of June, 2025, by 2025, who is personally known to me or has produced _____ as identification.

(SEAL)



Amy Wachowiak
Notary Public - State of Florida

Amy Wachowiak
(Print, Type, Stamp, or Commissioned
Name of Notary Public)

NON-COLLUSION AFFIDAVIT

VII. NON-COLLUSION AFFADAVIT

STATE OF FloridaCOUNTY OF PinellasI state that I Mark Stalker, President of Hennessy Construction Services Corp.
(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:

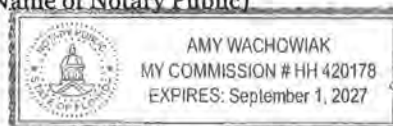
1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate 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. Hennessy Construction Services Corp., 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: Hennessy Construction Services Corp.Signed By: [Signature]Print Name: Mark Stalker

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of June, 2025, by 2025, who is personally known to me or has produced _____ as identification.

(SEAL)

Amy Wachowiak
Notary Public – State of FloridaAmy Wachowiak
(Print, Type, Stamp, or Commissioned Name of Notary Public)

V072224

31



2300 22nd Street North
St. Petersburg, FL 33713
Ph (727) 821-3223
CGC1526056 | HCSFL.com

REVISED FEE SCHEDULE



***Request for Proposals
for Construction
Manager at Risk
(SMAR) Services***



FIRE STATION #22

July 30, 2025

Per email request dated July 17, 2025, the following schedules outline Hennessy's cost detail for Preconstruction and Construction Phase Services, understanding that the construction documents are nearing completion.

HCS Pricing for Fire Station #22 Project:

Preconstruction Phase Services Fee	
1. Pre-qualify subcontractors and vendors	\$500.00
2. Prepare detailed schedule	\$1,000.00
3. Identify critical scheduling issues	\$500.00
4. Market analysis of bidding documents	\$250.00
5. Develop bid packages for efficient scheduling cost control and financial resource management	\$2,500.00
6. Establish project reporting systems	N/C
7. Provide and recommend value engineering and cost savings alternates	\$1,500.00
8. Provide input regarding costs, durability of materials, and long-range maintenance needs	\$750.00
9. Attend related meetings	\$1,500.00
10. Develop the construction site utilization plan	\$2,000.00
11. Conduct pre-bid meetings	\$1,500.00
12. Implement a Direct Purchase Plan to maximize the use of allowable Tax-Exempt Procurement	N/C
13. Establish a Guaranteed Maximum Price (GMP)	\$2,500.00

For the lump sum fee of **\$14,500.00**

Construction Phase Services Fee	
1. Work with the city, architects, and engineers to develop the project throughout the construction phase	
2. Maintain detailed project schedule	
3. Track and expedite critical scheduling issues	
4. Award bid packages	
5. Maintain project reporting systems	
6. Monitor the review and approval process of governing authorities	
7. Maintain a construction site utilization plan	
8. On-site construction supervision and administrative services	
9. Monitor, review, and coordinate the RFI and ASI process	
10. Conduct meetings to inform and communicate project coordination	
11. Monitor/maintain cost associated with the Guaranteed Maximum Price (GMP) and update project schedule	
12. Complete building through substantial completion and final completion	
13. Compile catalog and submit required as-built documents, warranties	
14. Provide operations and maintenance manuals and in service training on building equipment	
15. Start-up, testing, and adjusting and balancing of mechanical systems	
16. Scheduling and coordination of installation of city provided furniture, fixtures, and equipment	

Construction Phase Services Fee **5.5%** applied to the Cost of the Work

EXHIBIT “D”

Public Assistance Grant Supplement

Public Assistance Grant Supplement

1. Applicability of this Exhibit; Conflicts.

- a. This Exhibit shall be fully incorporated into and made a part of the Agreement, as if the terms contained in this Exhibit were fully re-stated within the Agreement itself.
- b. This Exhibit shall apply: (a) in addition to anything contained in the Contract Documents; and (b) notwithstanding anything contained in the Contract Documents to the contrary. No other provision of the Contract Documents shall serve to limit or restrict the obligations imposed upon the parties in this Exhibit.
- c. In the event of a conflict between anything contained in this Exhibit and anything contained elsewhere in the Contract Documents, this Exhibit shall control and take precedence.
- d. Contractor's agreement to the terms contained in this Exhibit is a material inducement for Contractor to enter into the Agreement.
- e. If this Exhibit is attached to a Purchase Order, the term "Agreement" as used herein shall mean and refer to such Purchase Order to which this Exhibit is attached, and the term "Contract Documents" shall refer to all documents attached to and made a part of such Purchase Order.

2. Defined terms.

- a. For purposes of this Exhibit, the following definitions shall apply, in addition to any terms defined elsewhere in the Contract Documents:
 - i. The terms "recipient" and "non-Federal entity," and the term "applicant" as used in Section 3(a)(8) herein, shall have the same meaning as the term "Owner" as used in the Agreement;
 - ii. The term "contract" as used herein shall have the same meaning as the term "Contract" as used in the Agreement; and
 - iii. The term "contractor" or "prime contractor" as used herein shall have the same meaning as the term "Contractor" as used in the Agreement.
 - iv. The term "internal controls" means a process, implemented by a non-Federal entity, designed to provide reasonable assurance regarding the achievement of objectives in the following categories: (a) Effectiveness and efficiency of operations; (b) Reliability of reporting for internal and external used; and (c) Compliance with applicable laws and regulations. 2 CFR §200.61
 - v. The term "supplies" means all tangible personal property other than those described in 2 CFR §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the

non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 CFR §200.94

- vi. The term “disallowed costs” means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. 2 CFR §200.31
- vii. The term “equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. 2 CFR §200.33

3. Equal Employment Opportunity (41 C.F.R. Part 60-1.4(b)).

a. During the performance of this contract, the contractor agrees as follows:

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

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

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

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

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

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (a) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors

violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- (b) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended; the provisions of contract work hours; the Safety Standards Act; the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333); and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as such acts apply to the performance of this Agreement. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

5. The following paragraph, including all subparts, shall apply if the total compensation under the Agreement, including all change orders, exceeds one hundred thousand dollars (\$100,000.00):

Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708).

Contractors engaged in contracts in excess of Two Thousand and 00/100 Dollars (\$2,000.00) shall comply with Federal requirements of the United States Department of Labor under 29 C. F. R., Parts 1, 3, 5, 6, and 7. All Contractors will comply with the following:

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 C.F.R. § 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. § 5.5(b)(1), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. § 5.5(b)(1).

(3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 C.F.R. § 5.5(b)(2).

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 29 C.F.R. § 5.5(b)(1) through (4) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. § 5.5(b)(1) through (4).

6. Procurement of Recovered Materials (2 C.F.R. § 200.322)

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

7. The following paragraph, including all subparts, shall apply if the total compensation under the Agreement, including all change orders, exceeds one hundred fifty thousand dollars (\$150,000.00):
Clean Air Act and the Federal Water Pollution Control Act (42 U.S.C. §§ 7401-7671q and 33 U.S.C. §§ 1251-1387).

- a. Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided through Pinellas County, Florida.

4. Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.

- B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- C. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section

3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

b. Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided through Pinellas County, Florida.

8. Debarment and Suspension

a. Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with Executive Orders 12549 and 12689, and 2 C.F.R. pt. 180, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Lobbying Prohibition

- a. No funds or other resources received under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- b. Required Certification. Contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

10. Hatch Act

The Contractor agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

11. Conflict of Interest

The Contractor shall abide by the provisions of 24 C.F.R., 570.611 and 2 C.F.R., 200.112. The Contractor shall maintain no present or future financial interest, direct or indirect, which would

conflict in any manner or degree with the performance of services required under this Agreement as indicated in 2 C.F.R., 200.318.

12. Religious Activities

The Contractor agrees that funds provided will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization, in accordance with the Federal regulations specified in 24 C.F.R., 570.200(j).

13. Access to Records

- a. Access to Records. The following access to records requirements apply to this contract:
 - (1) The Contractor, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, agrees to provide the Department of Economic Opportunity (DEO), the Chief Financial Officer of the State of Florida, The Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives, the Florida Division of Emergency Management, Owner, Pinellas County, Florida, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions at reasonable times. "Reasonable" shall ordinarily mean during normal business hours of 8 a.m. to 5 p.m., local time, Monday through Friday.
 - (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (3) The Contractor agrees to provide Pinellas County, Florida or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - (4) In compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by Pinellas County, Florida or the Comptroller General of the United States.
 - (5) The Contractor shall include the aforementioned recordkeeping requirements in all approved contracts, subcontracts, and assignments.

14. Bonding Requirements

The Contractor agrees that related contracts must include the required contract clauses outlined in 2 C.F.R. § 200.326 and Appendix 11; and if the contract is for construction or facility improvement it must also include the Federal bonding requirements 2 C.F.R. § 200.325.

15. Employment Eligibility Verification

- a. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Contractor to:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subrecipient during the Agreement term; and,
 - ii. Include in all contracts under this Agreement the requirement that contractors, subcontractors, and consultants performing work or providing services pursuant to this Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, and consultants during the term of the contract.
- b. The Department of Homeland Security's E-Verify system can be found at: <http://www.uscis.gov/e-verify>
- c. If the Contractor does not have an E-Verify MOU in effect, the Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

16. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Pinellas County, Florida pre-approval.

17. Compliance with Federal Law, Regulations, and Executive Orders

- a. This is an acknowledgement that Pinellas County, Florida financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, Pinellas County, Florida policies, procedures, and directives.

18. No Obligation by Federal Government

- a. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

19. Program Fraud and False or Fraudulent Statements or Related Acts

- a. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

20. Procurement By Non-Competitive Proposals

- a. Policy:
 - i. It is the policy of City of St. Petet Beach, FL to follow the Uniform Federal Guidance 2 CFR 200.320 in regard to procurement by noncompetitive proposals (Sole Source Purchasing). Procurement by noncompetitive proposals is

procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source
 - (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
 - (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity
 - (4) After solicitation of several sources, competition is determined inadequate.
- ii. The procurement must be necessary for the program, project, research or other circumstance supported by the grant; not reasonably available and accessible of the type normally charged as a direct cost to existing sponsored agreements and purchased in accordance with other Institutional policies and procedures.

21. In the Event of a Non-Emergent Procurement the PD/PI Should Complete:

- a. **Cost Price Analysis Form** which includes contractor's total cost proposal or price to determine which are allowable, show their direct relation to the requirements and, reasonableness; and complete the related City of St. Pete Beach, FL **Cost Analysis Worksheet** to support the proposed budget or quotation outlined in the Cost Price Analysis Form. Completion of these forms by the originating department will document that a Cost Analysis has been conducted.
- b. If no additional vendors were available to conduct a comparison against using the Cost Price Analysis Form, please also complete and attach the **Sole Source Justification Form**.
- c. **Responsible Contractor Form:** to document that any contractors have been reviewed and approved for their compliance with Uniform Guidance, Title 2, Subtitle A, Chapter II, Part 200, Subpart D, §200.318, section H.
- d. In addition, related contracts must include the required contract clauses outlined in 2 C.F.R. § 200.326 & Appendix 11; and if the contract is for construction or facility improvement also include the Federal bonding requirements 2 C.F.R. § 200.325.

22. Build America Buy America Act (BABA)

- a. The Contractor shall comply with the requirements under the Build America, Buy America Act when using Federal funds for the purchase of iron, steel, manufactured products, and construction materials permanently incorporated into infrastructure projects as applicable pursuant to the Build America, Buy America Act. All iron, steel, manufactured products

and construction materials used under a federally grant funded project must be produced in the United States as applicable pursuant BABA. The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award.

- b. For purposes of this section:
 - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

23. Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms. 2 C.F.R. § 200.321

- a. Contractors will take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible.
- b. Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this section.

24. Compliance with Copeland “Anti-Kickback”

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate instructions may require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

25. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.
2 C.F.R. § 200.216

- a. Under this Agreement, grant funds will not be obligated or expended to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - A. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - B. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - C. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - (4) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
 - (5) For more information, See 2 C.F.R. § 200.471.

26. Historic Artifact Discovery

If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

The terms in this Exhibit are hereby agreed upon by the Contractor as of this _____ day of _____, 2025.

Signed: 
Print Name: Mark J Stalker
Title: President

[END OF EXHIBIT]

Fire Station 22 Construction Manager at Risk (CMAR)Contract

Presented by: James
Kilpatrick, Fire Chief
Date: August 19, 2025



Station 22 Cost

- Final GMP to be determined after pre-construction phase
- Design Development Estimate (July 2025): \$9,012,350
- State Funding Earmark 5 Million, with Insurance, FEMA, and General Fund to close the gap.
- CMAR contract cost: \$393,714.75 (Based on Design Development Estimate)
- Cost per Square Foot: \$884.08
- Includes escalation to November 2025 bid date and allowances for fire alerting system, furniture, fixtures & equipment (FF&E) and owner contingency.
- Final Guaranteed Maximum Price (GMP) to be set after pre-construction phase.
- CMAR approach provides cost certainty and accountability for staying within GMP.



Why a CMAR is Needed



Station 22 Loss: Destroyed during Hurricanes Helene & Milton; left southern city without a critical emergency facility.



FEMA Compliance: Must meet updated FEMA and life-safety standards.



Project Complexity: Large-scale public safety facility with unique operational needs.

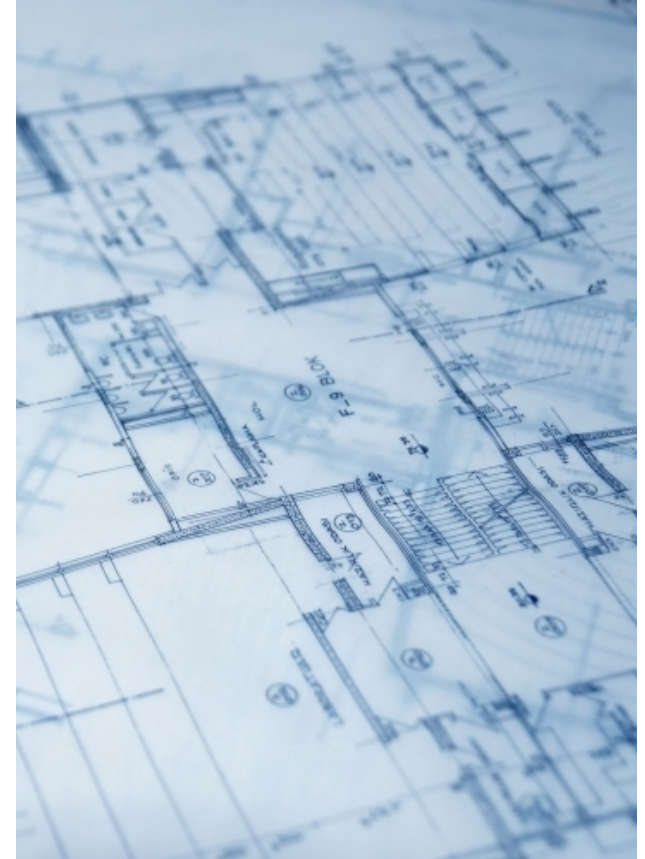


Time Sensitivity: Essential to restore service quickly and efficiently.



What is a CMAR?

- Project delivery method where the CMAR is selected early in design.
- Works collaboratively with City and architect.
- Provides cost estimating, scheduling, value engineering, and constructability reviews.
- Oversees construction and manages subcontractors.
- Delivers the project for a Guaranteed Maximum Price (GMP).



How CMAR Works for Us

Quality Assurance through daily oversight.

Budget Protection via GMP.

Risk Reduction for the City on cost, schedule, and performance.

Streamlined Process from design to construction.

Value Engineering Approach



Who Holds the Risk?

- **Traditional Design–Bid–Build (City Holds Most Risk):**
 - Cost Overruns: City pays if bids come in high or unforeseen issues arise.
 - Schedule Delays: City bears the impact of late completion.
 - Subcontractor Issues: City responsible for resolving disputes or failures.
 - Quality Problems: City may pay for rework if defects are found.
- **Construction Manager at Risk (CMAR) (CMAR Holds Much of the Risk):**
 - Cost Overruns: CMAR pays if over GMP (unless scope changes).
 - Schedule Delays: CMAR responsible; may face penalties.
 - Subcontractor Issues: CMAR manages and absorbs performance failures.
 - Quality Problems: CMAR fixes defects at their own expense.
- **Key Takeaway:** With CMAR, the City gains cost certainty, schedule reliability, and quality assurance.



Recommendation

Hennessy Construction

- Proven municipal and fire station construction experience.
- Extensive CMAR track record in cost control, schedule management, and subcontractor oversight.
- Local firm with established relationships with area contractors and suppliers, helping reduce mobilization costs, improve responsiveness, and maintain schedule.
- Positive references from comparable public safety facility clients.
- Capable of meeting all contract requirements: \$500/day liquidated damages, 24-month completion, full subcontractor accountability, and 1-year warranty compliance.
- Committed to value engineering and presenting cost-saving alternatives to the City before purchase without compromising safety or performance.



Recommendation

- Authorize the City Manager to execute a contract with Hennessy Construction Services for Construction Manager at Risk (CMAR) services for the Fire Station 22 Construction Project.



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

Agenda Report

Agenda Title Name: Authorize the City Manager to enter into a short-term interim Interlocal Agreement with Pinellas County for continued collection of multimodal impact fees

Action Request: Motion to authorize the City Manager to execute the subject interlocal agreement for multimodal impact fee coordination with Pinellas County.

Strategic Objective: Reliable Infrastructure

Date: August 19, 2025

Prepared By: Brandon Berry, Senior Planner

Through: Frances Robustelli, City Manager

Summary of Issue: The City of St. Pete Beach collects multimodal impact fees as directed and provided for in Chapter 150 of the Pinellas County Code of Ordinances in cases of new and expanded development, with half plus 4% of the total fee collected remaining with the jurisdiction and half plus interest submitted annually to the County. In 2024 the legislature adopted Florida Statutes § 163.3180(5)(j), which requires cities and counties to enter into an interlocal agreement to continue the collection of multimodal transportation impact fees. The subject interlocal agreement authorizes the continuance of that collection, with no change in procedures, cost per unit, share, or other amendment to Chapter 150.

This interlocal agreement is separate from the County's current multimodal impact fee evaluation and the City's own assessment of local impact fees.

Signature only provides authorization to continue collecting multimodal impact fees under the current procedures and rate. If this interlocal agreement is not signed by October 2025, the City will be unable to collect impact fees for new development under the existing procedure, as the city does not presently have its own multimodal impact fee. At the direction of the

City Attorney, to ensure that there is no lapse in the ability for the City to collect multimodal impact fees until a more equitable arrangement can be negotiated, this item has been added for City Commission authorization with no modification from the version presented in May 2025. The agreement reserves the right for the City to terminate the agreement with 30 days written notice.

Funding:

N/A

Attachments:

1. Multimodal Impact Fee Ordinance Interlocal Agreement_Update
2. Presentation & Summary

**INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND LOCAL GOVERNMENTS
FOR
MULTIMODAL IMPACT FEE COORDINATION**

THIS INTERLOCAL AGREEMENT FOR MULTIMODAL IMPACT FEE COORDINATION (“the Agreement”), is made and entered into this ____ day of _____, 2025, by and between Pinellas County, a political subdivision of the State of Florida (the “County”) and the Town of Belleair, the City of Clearwater, the City of Dunedin, the City of Gulfport, the Town of Indian Shores, the City of Largo, the City of Madeira Beach, the Town of North Redington Beach, the City of Pinellas Park, the Town of Redington Beach, the Town of Redington Shores, the City of St. Pete Beach, the City of St. Petersburg, the City of Seminole, the City of South Pasadena, the City of Tarpon Springs, and the City of Treasure Island (individually as the “Municipality,” collectively as the “Municipalities”), and jointly referred to from time to time throughout this Agreement as the “Parties”.

Recitals

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Florida Statutes § 163.01, also known as the “Florida Interlocal Cooperation Act of 1969”; and

WHEREAS, the County established a countywide mobility management system pursuant to its home rule authority which governs 1) the process of managing transportation impacts of development projects and 2) the assessment, collection, and expenditure of multimodal impact fees, pursuant to Florida Statutes § 163.31801; and

WHEREAS, the countywide multimodal transportation system consists of all transportation facilities and public rights-of-way, including roads, bridges, transit infrastructure, trails, and sidewalks that facilitate the movement of people and goods within the geographic boundaries of Pinellas County and provide connections to the broader region through a variety of travel choices; and

WHEREAS, the County and the Municipalities recognize the importance of developing and maintaining a safe, efficient, and convenient multimodal transportation

system that has adequate capacity to meet the mobility needs of all users and promote and protect public health and safety; and

WHEREAS, the County has established, as provided in Pinellas County Ordinance No. 16-21, that land development activities generate impacts to the multimodal transportation system and new development shall bear a proportionate share of the cost of capital expenditures for new or expanded multimodal transportation facilities required by such development in order to maintain adopted level of service standards and improve capacity of the countywide multimodal transportation system; and

WHEREAS, Forward Pinellas, acting in its capacity as the Pinellas County Metropolitan Planning Organization, has adopted the Pinellas County Mobility Plan to replace local transportation concurrency management programs with a countywide system that provides local governments with the means to manage the traffic impacts of development projects and increase mobility for all roadway users through local site plan review processes and the use of multimodal impact fees to fund mobility improvements; and

WHEREAS, the County has adopted a mobility management system designed to implement the Pinellas County Mobility Plan as outlined in Chapter 150 of the Pinellas County Land Development Code; and

WHEREAS, Chapter 150, Article II of the Pinellas County Land Development Code (the “Multimodal Impact Fee Ordinance”) establishes the processes by which the County and the Municipalities assess, collect, and expend multimodal impact fees (the “Impact Fees”); and

WHEREAS, the County and the Municipalities share responsibility for collection of Impact Fees for developments that will generate additional traffic impacts to the countywide multimodal transportation system; and

WHEREAS, Section 150-39 of the Pinellas County Land Development Code requires that no County or municipal certificate of occupancy, use permit, or occupational license for any activity requiring payment of the Impact Fee shall be issued unless and until the Impact Fee has been paid;

WHEREAS, Florida Statutes § 163.3180(5)(j) requires that counties and municipalities that charge developers of new developments or redevelopments a fee for transportation capacity impacts enter into an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts; and

WHEREAS, though both the County and the Municipalities operate pursuant to the processes and procedures established by Chapter 150, Article II of the Pinellas County Land Development Code for the assessment, collection, and expenditure of Impact Fees, there is no interlocal agreement in place memorializing the cooperative mitigation of transportation impacts; and

WHEREAS, both the County and the Municipalities wish to enter into this Agreement pursuant to Florida Statutes § 163.3180(5)(j) which will serve to memorialize their cooperative mitigation of transportation impacts.

NOW THEREFORE, in consideration of the recitals above and the mutual covenants, promises, and representations herein contained, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1 RECITALS

The above recitals are hereby incorporated fully into this Agreement as adopted findings of fact and intent.

SECTION 2 IMPOSITION AND COLLECTION OF MULTIMODAL IMPACT FEES

2.1 Pursuant to Florida Statutes § 163.3180(5)(j)(4), Impact Fees are imposed countywide, including in the incorporated and unincorporated areas of the County, as provided in Section 150-49 of the Pinellas County Land Development Code.

2.2 Pursuant to Section 150-39 of the Pinellas County Land Development Code, any person who seeks a certificate of occupancy for land development activity or seeks to change a use by applying for issuance of a local business tax receipt, land use permit, development order or municipal equivalent thereof which will generate additional traffic shall be required to pay a multimodal impact fee in the manner and amount set forth by Chapter 150, Article II of the Pinellas County Land Development Code.

2.3 Pursuant to Florida Statutes § 163.3180(5)(j)(2), the County and the Municipalities agree that payment and collection of Impact Fees shall be collected by each Municipality, as part of the building and permitting processes of each Municipality as provided in Section 150-41 of the Pinellas County Land Development Code. The amount of the required Impact Fees shall be computed in the manner set forth in Section 150-40 of the Pinellas County Land Development Code.

2.4 Pursuant to Section 150-42 of the Pinellas County Land Development Code, each Municipality which collects and administers Impact Fee funds shall establish a trust account which shall be used exclusively for Impact Fees collected under the terms of Chapter 150, Article II of the Pinellas County Land Development Code. Pursuant to Section 150-43(e) of the Pinellas County Land Development Code, the fees shall be held by each Municipality until the end of the fiscal year in which collected. On the beginning of each new fiscal year (October 1), the Municipalities shall transfer one-half of all fees collected, and the interest accrued thereon, less the amount retained by each Municipality for administering the Impact Fee program, to the County for placement in the appropriate County Impact Fee trust account. The remaining one-half shall be deposited in the Municipalities' respective trust accounts.

2.5 The Municipalities and County shall use their respective share of the collected Impact Fees in a manner consistent with the provisions of Chapter 150, Article II of the Pinellas County Land Development Code.

2.6 The Municipalities and County agree that any new development or redevelopment shall not be charged twice for the same transportation capacity impacts.

SECTION 3 NONPAYMENT OF MULTIMODAL IMPACT FEES

The Parties agree that in the event of non-payment of Impact Fees by the feepayer, no certificate of occupancy, or other such license permit, or municipal equivalent requiring payment of an Impact Fee pursuant to Chapter 150, Article II of the Pinellas County Land Development Code shall be issued unless and until the Impact Fee has been paid.

SECTION 4 REFUND

Nothing in this Agreement alters the right of a fee payer to request refunds pursuant to Section 150-44 of the Pinellas County Land Development Code.

SECTION 5 IMPACT FEE CREDITS

Nothing in this Agreement modifies, waives, or alters the method for calculating the required Impact Fees pursuant to section 150-40 of the Pinellas County Land

Development Code, nor does it modify, waive, or alter the authority of each Municipality to approve alternative methods of calculation of Impact Fees and/or accept an offer by the feepayer to construct mobility improvements consistent with the comprehensive plan or other plans of the Municipality, or Forward Pinellas' LRTP, for credit against the assessed Impact Fee pursuant to Section 150-41 of the Pinellas County Land Development Code.

SECTION 6 INDEPENDENT CALCULATION

Nothing in this Agreement modifies or prevents the right of any feepayer to determine their multimodal impact by providing an independent fee calculation study pursuant to the provisions of Section 150-40(d) of the Pinellas County Land Development Code.

SECTION 7 RIGHT-OF-WAY USE PERMITS; RIGHT-OF-WAY PERMITS

Nothing in this Agreement modifies, waives, alters, or transfers County jurisdiction over the County Road System or the Municipalities' jurisdiction over their respective Municipal Road System or the ability to issue right-of-way permits or use permits for improvements to roads.

SECTION 8 ENTIRE AGREEMENT

This Agreement embodies all of the promises, covenants, agreements, conditions, and understandings between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous communications, representations, inducements, and/or agreements, whether written or verbal, expressed or implied, between the Parties hereto, except as herein contained.

SECTION 9 OFFICIAL NOTICE

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

COUNTY: Pinellas County Housing and
Community Development
Glenn Bailey, Interim Director
310 Court Street
Clearwater, FL 33756
gbailey@pinellascounty.org

MUNICIPALITY: See Contact Information on Signature page

SECTION 10 FILING WITH THE CLERK

Prior to its effectiveness, this Agreement and any subsequent amendments thereto must be filed with the Clerk of the Circuit Court of Pinellas County pursuant to Florida Statutes § 163.01. The County shall be responsible for said filing and shall notify the Municipalities of the filing date.

SECTION 11 EXECUTION, EFFECTIVE DATE, TERM AND TERMINATION

11.1 This Agreement may be signed in counterparts and will become effective as to each Municipality after execution and upon filing with the Clerk of the Circuit Court of Pinellas County in accordance with Section 10 and shall continue until terminated by either Party.

11.2 This Agreement may be terminated upon thirty (30) days written notice. In the event this Agreement is terminated, the Parties shall be subject to the requirements of Florida Statutes § 163.3180(5)(j)(4)(b).

SECTION 12 NO WAIVER OF SOVEREIGN IMMUNITY

Both the County and the Municipalities expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes § 768.28, as amended from time to time. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County or the Municipalities for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County or the Municipalities, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

SECTION 13 APPLICABLE LAW

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

IN WITNESS WHEREOF, the Parties hereto, governed by the laws of Florida, have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, with an effective date as set forth in Section 11.1 above.

PINELLAS COUNTY, FLORIDA,
by and through its County Administrator:

By: _____
Barry A. Burton,
County Administrator

CITY OF ST. PETE BEACH

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

Multimodal Interlocal Agreement

August 19, 2025



Background

- The City currently collects a multimodal impact fee pursuant to Chapter 150 of the Pinellas County Code of Ordinances.
- The City has not currently established its own rational nexus for multimodal impact fees (study underway).
- Fees are shared as follows (submitted each fiscal year):
 - 50% of the fee, plus 4% admin fee, is retained with the City;
 - 46% plus interest is provided to the County.
- F.S. 163.3180(j) provides repercussions for not entering into an interlocal agreement prior to October 1, 2025, but does not prohibit the collection of fees in absence of one.

F.S. 163.3180(j)

By October 1, if the City does not execute an interlocal agreement with Pinellas County:

- Developer's traffic study can be used as a basis for calculating fees;
 - This option is already permitted by Pinellas County - Chapter 150.
 - However, the City lacks trip length and other trip-related local data to provide its own local justification.
 - City would also need to reduce fee by 10% below developer's traffic study justification (this is a new statutory requirement).
- Fee charged will be automatically based on apportionment to the county and municipality as justified in the traffic study.

Recent Updates

July 25: City administration engaged with Pinellas County to request a 98/2% split in impact fees under the interlocal, rather than the current 54/46%.

July 29: The County countered that forthcoming amendments to the County ordinance would be the appropriate time to propose substantive changes, and stated the City can exit the interlocal with 30 days notice in the interim.

City staff do not expect to be able to generate a rational nexus and local impact fee prior to October 2025.

Pending Multimodal Impact Fees

Expected Prior to October 1, 2025

Miramar Beach Resort: \$41,007 city portion (\$75,938 total)

Potentially Provided After October 1, 2025*

Tradewinds Phase I: \$285,401 city portion (\$528,521 total)

Sirata Resort: \$503,540 city portion (\$932,481 total)

*Subject to transportation study adjustments, if applicable.

Action Request

Authorize the City Manager to enter into an interlocal agreement with Pinellas County for continued collection of multimodal impact fees.

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

Agenda Report

Agenda Title Name: Resolution 2025-21: Temporary waiver of single- and two-family landscaping and accessory structure compliance requirements during and for up to one year following a local state of emergency

Action Request: Motion to adopt Resolution 2025-21.

Strategic Objective: Recovery, Resiliency, and Sustainability

Date: August 19, 2025

Prepared By: Ralf Brookes, City Attorney
Brandon Berry, Senior Planner

Through: Frances Robustelli, City Manager

Summary of Issue: This resolution authorizes the City Manager to waive, at their discretion, the requirements of LDC Sec. 22.5. pertaining to revegetation of substantially-improved single- and two-family residential lots, and requirements for removal or alteration of nonconforming accessory structures on substantially improved residential lots pursuant to LDC Sec. 3.10., during and for up to one year following the declaration of a local state of emergency. The intent is to accelerate reoccupancy when such requirements would constitute an inordinate burden on residents, without creating waiver options pertaining to new development where variances will be eventually required. The resolution also defines reporting requirements.

Funding: N/A

Attachments: 1. Resolution 2025-21

RESOLUTION NO. 2025-21

A RESOLUTION OF THE CITY OF ST. PETE BEACH FINDING INTENT; PROVIDING EMERGENCY POWERS TO THE CITY MANAGER TO TEMPORARILY WAIVE AND PAUSE ENFORCEMENT OF CODE AND LAND DEVELOPMENT CODE REQUIREMENTS DURING ALL OR A PART OF THE TEMPORARY STATE OF EMERGENCY TO ALLOW RECOVERY EFFORTS ON A CASE BY CASE BASIS; AND REQUIRING REPORTING OF ALL SUCH PAUSE ACTIONS TO THE CITY COMMISSION; PROVIDING FOR SEVERABILITY, SCRIVENER'S ERRORS, CONSTRUCTION AND AN EFFECTIVE DATE AND EXPIRATION DATE.

WHEREAS, the City has recently experienced significant damage as post-disaster Hurricane Recovery and identified special recovery efforts and needs required for impacted residential properties in the City; and

WHEREAS, the City Commission finds that allowing for temporary pause or additional time to achieve full compliance with certain code and land development code requirements that are reasonable and necessary and temporary emergency use of these powers given state of emergency conditions that may be unique to the specific state of emergency; and

WHEREAS, the City of St. Pete Beach finds that adoption of this resolution as proposed will promote the public health, safety, and general welfare during post disaster recovery.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY RESOLVES:

SECTION 1. Recitals. The above recitals ("Whereas" clauses) are hereby adopted as legislative findings, purpose and intent of the City Commission.

SECTION 2. The City Manager is hereby authorized to temporarily pause enforcement, temporarily waive or adjust landscaping requirements associated with the substantial improvement of single-and two-family residences as required by Land Development Code Sec. 22.5., and/or the requirement to remove nonconforming accessory structures when associated with the substantial improvement of single- and two-family residences as required by Land Development Code Sec. 3.10., during or up to one year following the expiration of a temporary local state of emergency to allow for post-disaster recovery efforts on a case-by-case basis only for the duration of the local state of emergency.

- A. All properties or applications receiving temporary waivers or temporary pauses in enforcement must be brought into full compliance with the City of St Pete Beach Code and Land Development Code requirements at the conclusion of the local state of emergency.
- B. The City Manager shall report all temporary waivers or temporary pauses in enforcement actions to the city commission at the next regular meeting of the City Commission and

shall update the City Commission at least every 90 days, and the City Manager shall present a final report of waivers, pauses and compliance at the conclusion of the local state of emergency that must be brought into full compliance upon conclusion of the local state of emergency.

- C. The City Commission may, in its sole discretion, modify, revoke or rescind any temporary waiver or pause granted by the City Manager.

SECTION 3. This Resolution does not authorize the City Manager to waive any requirement of the Florida Building Code, National Fire Prevention Code, the City's floodplain ordinance, or the Comprehensive Plan, and any requirement in conflict shall supersede this power. This Resolution also does not permit a temporary modular building within an easement without the authorization of the easement-holder.

SECTION 5. Severability. The provisions of this Resolution are declared to be severable, and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution as they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

SECTION 6. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Resolution by filing a corrected copy of this Resolution with the City Clerk.

SECTION 7. Construction. This Resolution is to be liberally construed to accomplish its objectives.

SECTION 8. Effective Date and Expiration Date. This Resolution shall be effective upon adoption and shall expire six months following the certificate of occupancy for Fire Station 22.

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:

Renee Rose, City Clerk

Approved as to form and legal sufficiency for the
use and reliance of the City of St. Pete Beach only:

Vose Law Firm LLP, City Attorney

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

Agenda Report

Agenda Title Name: Final Reading of Ordinance 2025-15: Emergency Bridge Loan

Action Request: Motion to adopt Ordinance 2025-15: Emergency Bridge Loan

Strategic Objective: Operational Excellence

Date: August 19, 2025

Prepared By: Devon Schmidt, Director of Finance

Through: Frances Robustelli, City Manager

Summary of Issue: This ordinance authorizes a loan from the State of Florida to support the City's operating costs after hurricanes. The loan is set to a principal amount not exceeding \$16 million to cover the incurred costs from Hurricanes Helene and Milton.

The Local Government Emergency Bridge Loan Program helps local governments manage operations after disasters. The Bridge Loan Program is managed by Florida Commerce and provides interest-free loans to local governments throughout Florida that were impacted by federally declared disasters. More than \$40 million is available to fund governmental operations within these Florida counties and municipalities and bridge the gap between the time of the disaster and the time additional funding sources or revenues are secured. "Governmental Operations" is defined as costs associated with continuing, expanding, or modifying local governmental operations to meet disaster-related needs, and includes costs such as, but not limited to, staff salaries and payroll.

The loan will be repaid from legally available non-ad valorem revenues, ensuring financial responsibility. The City's ad valorem taxing power will not be needed or authorized for the loan repayment.

Funding:

Attachments:

1. Ordinance 2025-15

ORDINANCE NO. 2025-15

AN ORDINANCE OF THE CITY OF ST. PETE BEACH AUTHORIZING A LOAN FROM THE STATE OF FLORIDA, DEPARTMENT OF COMMERCE IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$16,000,000 IN ORDER TO FINANCE OR REIMBURSE OPERATING COSTS INCURRED OR TO BE INCURRED BY THE CITY IN CONNECTION WITH HURRICANES HELENE AND MILTON; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT IN CONNECTION WITH SUCH LOAN; AUTHORIZING THE ISSUANCE OF A PROMISSORY NOTE TO EVIDENCE SUCH LOAN; DELEGATING CERTAIN AUTHORITY TO THE MAYOR, THE CITY MANAGER AND OTHER OFFICIALS TO ACCOMPLISH THE FOREGOING; PROVIDING FOR SEVERABILITY, CODIFICATION AND SCRIVENER'S ERRORS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida, through the Department of Commerce (the "State"), maintains and operates the Local Government Emergency Bridge Loan Program (the "Loan Program") to assist local governments impacted by federally declared disasters in maintaining government operations.

WHEREAS, the government operations of the City of St. Pete Beach, Florida (the "City") were negatively impacted by Hurricanes Helene and Milton and the City anticipates a loss of tax and other revenues as a result of such Hurricanes.

WHEREAS, the State has agreed to provide a loan to the City under the Loan Program to assist the City in maintaining government operations.

WHEREAS, the City finds it in its best interest and the best interests of its citizens to obtain the loan from the State in order maintain its government operations and by obtaining such loan the City will be able to better provide for and maintain the health, safety and welfare of the citizens of the City.

WHEREAS, the loan shall be repaid solely from legally available non-ad valorem revenues in the manner and to the extent set forth in the herein described Loan Agreement and the ad valorem taxing power of the City will never be necessary or authorized to pay the loan.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:

SECTION 1. Recitals. The above recitals ("Whereas" clauses) are hereby adopted as legislative findings, purpose and intent of the City Commission.

SECTION 2. Authorization of the Loan. A term loan in the principal amount of not exceeding \$16,000,000 from the State under the Loan Program for the purposes described in the Whereas

clauses is hereby authorized and approved (the "Loan"). The City Manager shall determine the specific principal amount of the Loan with the advice of the City's Financial Advisor.

SECTION 3. Approval of Loan Agreement. The terms and provision of the Loan Agreement in substantially the form attached hereto as Exhibit A are hereby approved, with such changes, insertions and additions as the Mayor may approve (the "Loan Agreement"). The City hereby authorizes the Mayor to execute and deliver the Loan Agreement substantially in the form attached hereto as Exhibit A, with such changes, insertions and additions as the Mayor may approve, his execution thereof being conclusive evidence of such approval.

SECTION 4. Approval of Promissory Note. In order to evidence the Loan under the Loan Agreement, it is necessary to provide for the execution of a promissory note. The Mayor is authorized to execute and deliver the a promissory note substantially in the form attached hereto as Exhibit B with such changes, insertion and additions as he may approve, his execution thereof being evidence of such approval. The Note shall have a final maturity of 120 months from the date of issuance of the Note. The interest rate on the Note shall be equal to 0.00% through and including the maturity date thereof.

SECTION 5. Limited Obligation. The obligation of the City to repay the Note is a limited and special obligation payable from legally available non-ad valorem revenues solely in the manner and to the extent set forth in the Loan Agreement and shall not be deemed a pledge of the faith and credit or taxing power of the City and such obligation shall not create a lien on any property whatsoever of or in the City. The Loan shall be repaid from legally available non-ad valorem revenues budgeted and appropriated by the City Commission to pay debt service on the Note, all in the manner and to the extent described in the Loan Agreement

SECTION 6. Certain State Requirements. The City shall keep the Loan proceeds in a separate account and any interest earned on unexpended Loan proceeds remain State funds, pursuant to Section 288.006, Florida Statutes, and must be expended for the purposes of the Loan Program in accordance with the Loan Agreement. The City may invest amounts on deposit in the Debt Service Fund created under the Loan Agreement in accordance with the Investment of Local Government Surplus Funds Act (Section 218.415, Florida Statutes), and the City's investment policy.

SECTION 7. General Authority. The Mayor, the other members of the Commission, the City Manager, the Finance Director, the City Attorney, the City's Financial Advisor and the City's Bond Counsel are authorized to execute and deliver such documents, instruments and contracts, whether or not expressly contemplated hereby; and the City Attorney and other employees or agents of the County are hereby authorized and directed to do all acts and things required hereby or thereby as may be necessary for the full, punctual and complete performance of all the terms, covenants, provisions and agreements herein and therein contained, or as otherwise may be necessary or desirable to effectuate the purpose and intent of this Ordinance.

SECTION 8. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 9. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid

or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 10. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

SECTION 11. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 12. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 13. Effective Date. This Ordinance shall take effect immediately upon adoption.

SECTION 14. Repeal. This Ordinance shall be automatically repealed on the sixty-first day following the date it was duly adopted, but may be readopted through the same procedure if the same conditions and findings exist, or may be made permanent through typical amendment procedures.

FIRST READING: _____
PUBLISHED: _____
SECOND READING: _____
PUBLIC HEARING: _____

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Adrian Petrilu, Mayor

I, Renee Rose, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2025.

Renee Rose, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

City Attorney

EXHIBIT A

Form of Loan Agreement

THIS LOAN AGREEMENT ("Agreement"), made by and between the City of St. Pete Beach, Florida (the "Local Government" or "Borrower"), and THE STATE OF FLORIDA, DEPARTMENT OF COMMERCE (the "Lender" or the "Department"). The Borrower and the Lender may be referred to individually each as a "Party" and collectively as the "Parties."

WHEREAS, the Borrower has applied to Lender for an extension of credit pursuant to section 288.066 of the Florida Statutes; and

WHEREAS, Lender has agreed to provide an extension of credit as set forth in section 288.066 of the Florida Statutes and in accordance with the terms hereof; and

WHEREAS, the Borrower has the authority to enter into this Agreement, as set forth in Ordinance No. ___ enacted by the City Commission of the Local Government on May 13, 2025, attached hereto and incorporated herein by reference; and

WHEREAS, this agreement is not a general obligation of the State of Florida, nor is it backed by the full faith and credit of the State of Florida, and payment of funds hereunder is conditioned on and subject to appropriations by the Florida Legislature; and

WHEREAS, the Borrower has the authority to enter into this Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1 "Agreement" means this instrument, as it may from time to time be amended.
- 1.2 "Debt" or "Loan" means the \$[AMOUNT] in loan funds applied for by the Borrower and awarded by the Department, and subject to the terms and conditions of this Agreement and the Promissory Note.
- 1.3 "Debt Service Fund" means the debt service fund created pursuant to section 3.4 hereof and held by the Finance Director of the Local Government.
- 1.4 "Default" means any of the events specified in Section 5 of this Agreement, whether any such requirement in connection with such event for the giving of notice or the lapse of time or the happening of any further condition, event, or act has been satisfied.
- 1.5 "Event of Default" means any of the events specified in Section 5 of this Agreement, provided there has been satisfied any requirements in connection with such event for the giving of notice or the lapse of time or the happening of any further condition, event, or act.

- 1.6 “Financial Statements” means a Statement of Net Position and Statement of Activities as of the end of and for the applicable period for the Borrower.
- 1.7 “Governmental Fund Revenues” means the total revenues of the Local Government derived from any source whatsoever and that are allocated and accounted for in the “governmental funds” as shown in the annual audited financial statements of the Local Government for the applicable fiscal year, excluding any ad valorem revenues, grants, and restricted gifts.
- 1.8 “Governmental Operations” means costs associated with continuing, expanding, or modifying local governmental operations to meet disaster-related needs, and includes costs such as, but not necessarily limited to, staff salaries and payroll. This term does not include capital and equipment costs associated with the construction, repair, or renovation of damaged public facilities or infrastructure.
- 1.9 “Indebtedness” means all amounts due from Borrower to Lender under the Loan Documents, including, without limitation, principal, interest, cost of collection, attorneys’ fees, and other expenses of the Lender which Borrower is obligated to pay and amounts advanced by Lender in discharge of obligations of the Borrower hereunder or other persons under the Loan Documents, whether such debts are now due or hereafter incurred, direct or indirect, and whether such debts are from time to time reduced and thereafter increased or entirely extinguished and thereafter reincurred.
- 1.10 “Loan Documents” means this Agreement, the Promissory Note, and Opinion of Borrower’s Counsel.
- 1.11 “Non-Ad Valorem Revenues” means all Governmental Fund Revenues, other than (1) revenues generated from ad valorem taxation on real or personal property, (2) grants, and (3) restricted gifts, which are legally available to make the payments required herein.
- 1.12 “Pledgeable Non-Ad Valorem Revenues” means all legally available Non-Ad Valorem Revenues of the Local Government, including any funds received from any federal programs for disaster-related expenses, which are legally available to make the payments required under this Agreement and the Promissory Note.
- 1.13 “Pledged Revenues” means the Pledgeable Non-Ad Valorem Revenues that have been budgeted and appropriated by the Borrower in accordance with the provision hereof and deposited to the Debt Service Fund and the proceeds of any indebtedness incurred for the purpose of financing the Governmental Operations.
- 1.14 “Promissory Note” means that promissory note executed by the Borrower as maker to the Lender as payee in the original principal amount of \$[AMOUNT], or any subsequent renewals or extensions of the original promissory note.
- 1.15 “Obligation” means each and every obligation to pay money, whether direct, indirect, or contingent, however arising, including, without limitation, general accounts payable, payments under leases, installment purchase contracts, and debts for money borrowed.

- 1.16 “Opinion of Borrower’s Counsel” shall be an opinion letter written by the Borrower’s Counsel to the Lender, in a form acceptable to the Lender, which shall include, but is not limited to, a statement that all Loan Documents have been legally and properly executed and obligate the Borrower and are enforceable according to their terms.

2. BORROWING AND PAYMENTS

- 2.1 Note: The funds loaned hereunder will be evidenced by the Promissory Note indicating the aggregate principal amount; provided, however, that the amount actually due from Borrower to Lender from time to time will be evidenced by the Lender’s records. To the extent the Lender’s records evidence a different amount due than the Promissory Note, the Lender shall notify the Borrower and provide an explanation of the difference.
- 2.2 Conditions Precedent to Lender’s Obligations: Prior to the Lender having any obligations hereunder, Lender in its sole discretion may require the following in form and content reasonably acceptable to Lender and its counsel (1) the Promissory Note; (2) the Opinion of Borrower’s Counsel; (3) Such other documents as Lender may reasonably request.
- 2.3 Interest: From the date hereof until the Maturity Date interest shall accrue on the unpaid principal balance at a rate of 0% per annum. The interest shall be repaid as described in paragraph 2.4 below.
- 2.4 Repayment of Principal and Interest: The principal and interest shall be repaid as follows:
- 2.4.1 The Borrower shall repay principal of \$[AMOUNT] (the “Outstanding Principal”) on or before [DATE] (the “Maturity Date”). The Outstanding Principal may be repaid at any time without penalty.
- 2.4.2 No interest will accrue for the term of the loan. At the Maturity Date, simple interest will be computed on the basis of the actual number of days elapsed over an assumed 360-day year on the then outstanding principal balance. From the Maturity Date until the principal is paid the interest rate shall be based on a fixed rate of interest at 3% per annum.
- 2.4.3 The Borrower may request a six-month extension to the Maturity Date at any time before the Maturity Date. If approved by the Lender the new date after the extension shall become the Maturity Date.
- 2.5 Application of Payments: All payments received on the Indebtedness shall be applied first to interest to the extent then accrued and then to principal.

3. AFFIRMATIVE COVENANTS

- 3.1 Amounts due under the Loan Documents shall be payable from Non-Ad Valorem Revenues of the Borrower derived from the Borrower’s covenant described in Section 3.5 below to budget and appropriate from legally available Non-Ad Valorem Revenues each year such monies sufficient to pay principal and interest on the Promissory Note.

- 3.2 Subject to the provisions of Sections 3.5 and 3.6 below, the Borrower shall ensure that sufficient Non-Ad Valorem revenues will be available to pay the principal and interest due and payable on the Promissory Note as of the date such payment is due.
- 3.3 The Borrower will maintain all unexpended Loan funds received from the Department in bank accounts separate from its other operating or other special purposes accounts. The Borrower will not commingle the Loan funds with any other funds, projects, or programs. Any interest earned on unexpended Loan funds remain State funds, pursuant to section 288.006, Florida Statutes.
- 3.4 There is hereby created and established the Debt Service Fund to be held by the Finance Director of the Local Government, held for the benefit of the Department and solely for the payment of the Debt. The Debt Service Fund shall be deemed to be held in trust for the purposes provided herein for such Fund. The money in such Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State of Florida, and as evidenced and more completely described in the Loan Documents. The Local Government may at any time and from time to time appoint one or more depositories to hold, for the benefit of the Department, the Debt Service Fund established hereby. Such depository or depositories shall perform at the direction of the Local Government the duties of the Local Government in depositing, transferring and disbursing moneys to and from each such Fund as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Local Government and its agents and employees. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars (\$50,000,000). Notwithstanding anything herein to the contrary, the Local Government may invest amounts on deposit in the Debt Service Fund in accordance with the Act, Florida Statutes 218.415, and the Local Government's investment policy.
- 3.5 The Local Government covenants and agrees to appropriate in its annual budget, by amendment if necessary, from Pledgeable Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund hereinafter created, Pledgeable Non-Ad Valorem Revenues in an amount sufficient to pay principal of and interest on the Promissory Note as the same shall become due. Such covenant and agreement on the part of the Borrower to budget, appropriate, and deposit such amounts of Pledgeable Non-Ad Valorem Revenues shall be cumulative to the extent not paid and shall continue until such Pledgeable Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. The Borrower hereby expressly pledges the Pledged Revenues for the repayment of the Debt until the Loan has been repaid in full. The Borrower further acknowledges that the obligations of the Borrower to include the amount of any deficiency in payments in each of its annual budgets and to pay such deficiencies from Pledgeable Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth in the Loan Documents.

- 3.6 The Borrower is not prohibited from pledging Non-Ad Valorem Revenues as security for the repayment of any future debt of the Borrower, nor is the Borrower required to levy and collect any particular Non-Ad Valorem Revenues, nor does the Borrower give the Department a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general secured creditors of the Borrower. All obligations of the Borrower hereunder shall be payable from the Pledgeable Non-Ad Valorem Revenues budgeted, appropriated, and deposited to the Debt Service Fund as provided herein and nothing herein shall be deemed to pledge ad valorem taxing power or ad valorem tax revenues, or to permit or constitute a mortgage or lien upon any assets owned by the Borrower. Neither the Department nor any other person may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Borrower, or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder, or to compel the Borrower to maintain or continue any of the activities of the Borrower which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. The obligation of the Borrower to budget, appropriate, deposit and make payments hereunder from its Pledgeable Non-Ad Valorem Revenues is subject to the availability of Pledgeable Non-Ad Valorem Revenues after the satisfaction of the funding requirements for obligations incurred prior to the effective date of the Loan Documents and obligations approved pursuant to Section 3.15 hereof, and the funding requirement for essential governmental services of the Borrower or for essential public purposes affecting the health, welfare, and safety of the Borrower's inhabitants. The Debt shall be payable as provided herein and is subject in all respects to the provisions of Section 166.241, Florida Statutes.
- 3.7 Right of Inspection: Whenever Lender, in its sole discretion, deems it necessary, the Borrower will permit Lender or any agent designated by Lender to visit and inspect any of Borrower's properties and its organizational documents, bylaws, minute books and records, all at such reasonable times and as often as Lender may reasonably request.
- 3.8 Insurance: The Borrower will maintain adequate insurance (both casualty {if improved} and liability) with responsible insurers with coverage normally obtained by organizations similar to the Borrower and shall annually provide documentation of the insurance coverage and its payment to Lender so long as this Agreement is in force.
- 3.9 Taxes and Other Charges: The Borrower will pay and discharge or cause to be paid and discharged all taxes, charges, or claims of any type at any time assessed against the Borrower which could become a lien against the Borrower or any of its properties. The Borrower shall also pay all inspection costs. Nothing in this subsection shall require the payment of any sum so long as the Borrower shall, by appropriate proceedings, contest the same in good faith and so long as Borrower, if so requested by Lender, creates a funded reserve equal to the amount so claimed or assessed.
- 3.10 Further Assurances: If at any time Lender or its counsel is of the reasonable opinion that any additional documents or materials are required or appropriate to carry out the intentions of the parties hereto to perfect the liens, debts, or obligations, or complete the construction and improvements contemplated by this Agreement, then Borrower shall, within 10 days after written notice of such opinion from Lender, do or cause to be done all things and matters

necessary (including, without limitation, obtaining any consents) to assure to the reasonable satisfaction of counsel for Lender that such intentions are properly carried out.

- 3.11 Compliance with Certain Requirements: The Borrower agrees that in its operations the Borrower will comply with all applicable rules and regulations of any federal, state or local governmental authorities which may be applicable to Borrower and/or any of its businesses.
- 3.12 Executive Officers: The Borrower agrees that at all times that it shall follow its rules, bylaws and requirements concerning the service of its officers and Commission members and that it shall notify the Lender (and provide a certified copy of the appropriate resolution) within five days of any change in its officers and within five days of notification of election or appointment of Commission members. The undersigned is the current Mayor of the City Commission and has the right, power, and authority to execute and deliver documents, including but not limited to the Loan Documents, on behalf of the Borrower and thereby bind the Borrower to the terms thereof. This Agreement shall be executed by the Mayor and shall have the effect of a resolution as to all material stated herein. The above notwithstanding, no member of the City Commission or any staff of the Borrower is individually liable as to any amounts due with respect to the Loan Documents.
- 3.13 Maintenance of Existence, Rights: The Borrower will do or cause to be done all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges under the laws of the State of Florida or any other jurisdiction where, in the opinion of counsel of Borrower, Borrower shall be qualified to operate and will do or cause to be done all things necessary to preserve and keep in full force and effect its rights to operate in a manner not less favorable to Borrower than those now in existence.
- 3.14 Use of Proceeds: Borrower agrees that the proceeds of any funds received from Lender shall be used for Governmental Operations.
- 3.15 Subordination of Debt: Any and all indebtedness of Borrower of more than 12 months duration, incurred while this Agreement is in effect, that is secured by a pledge of Non-Ad Valorem Revenues on parity with or senior to the pledge securing this Loan, shall require the prior written consent of the Lender. Such consent shall not be unreasonably withheld if the Borrower demonstrates, to the reasonable satisfaction of the Lender, that its average annual Non-Ad Valorem Revenues for the two most recently completed Fiscal Years for which audited financial statements are available are equal to at least 1.50 times the maximum annual debt service requirement for all outstanding indebtedness secured by Non-Ad Valorem Revenues, including the proposed additional indebtedness and this Loan. Any other indebtedness of Borrower of more than 12 months duration incurred while this Agreement is in effect shall be subordinate and inferior to the indebtedness of Borrower to Lender hereunder.
- 3.16 Reports: Borrower shall submit its annual audit or reviewed financial statements for each fiscal year in which this Agreement and any extensions are in effect. If neither audits nor reviewed financial statements are available, Borrower shall submit annual financial statements which have been prepared according to generally accepted accounting principles. Such statements shall be accompanied by a certification from the preparer that they have been

prepared according to generally accepted accounting principles and by a certification by the Mayor or the City Manager of the Borrower that neither audited nor reviewed financial statements are available.

- 3.17 Single Audit Act Reports: In addition to the requirements set out in paragraph 6.12 of this Agreement, Borrower shall also comply with the applicable audit provisions contained in “Exhibit B,” attached hereto and incorporated within.

4. NEGATIVE COVENANTS

- 4.1 Liens, Etc.: The Borrower will not create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, or other encumbrance of any nature whatsoever on any of the assets of Borrower, which are pledged to Lender, whether now owned or hereafter acquired, nor enter into or suffer to exist any conditional sale contracts except such as exist on the date hereof and as are reflected on the most recent financial statement of Borrower delivered to Lender. Capital leases are excluded from this paragraph.
- 4.2 Merger, Consolidation, Sale of Substantial Assets: The Borrower will not merge into, consolidate with, or sell all or a substantial part of its assets to any other person. Provided, however, that this negative covenant shall not prohibit a merger of Borrower with another entity so long as Borrower is a surviving entity.

5. EVENT OF DEFAULT

- 5.1 Each of the following constitute an Event of Default:
- 5.1.1 If the Borrower defaults in the payment of any principal or interest under the Promissory Note within 30 calendar days from when the same shall become due either by the terms thereof or otherwise; or
 - 5.1.2 If the Borrower fails to comply with the non-monetary terms and conditions of any of the Loan Documents after 90 calendar days’ notice from the Lender; or
 - 5.1.3 If any material representation or warranty made by the Borrower herein or in any writing furnished in connection with or pursuant to the Loan Documents shall be false or breached in any material respect and shall remain so after 30 days’ notice; or
 - 5.1.4 If the Borrower makes an assignment for the benefit of creditors or petitions for appointment of a trustee or receiver of the Borrower, or of any substantial part of the assets of the Borrower, or commences any proceedings relating to the Borrower, under any bankruptcy, reorganization, arrangement, insolvency readjustment or debt, dissolution, or liquidation law of any jurisdiction, whether now or hereafter in effect; or
 - 5.1.5 If any such petition or application is filed, or any such proceedings are commenced against the Borrower or any guarantor, and the Borrower or any guarantor by any act indicates its or his/her approval hereof, consent thereto, or acquiescence therein, or if an order is entered appointing a trustee or receiver of any portion of the assets of Borrower or any guarantor or adjudicate the Borrower or any guarantor bankrupt or insolvent or approving the petition in any such proceedings and any such order remains in effect for more than 30 days; or

- 5.1.6 If any order is entered in any proceedings against the Borrower decreeing the dissolution or split-up of the Borrower or any material judgment or attachment is entered against the Borrower, or any of its assets then there shall exist an Event of Default. When there shall exist an Event of Default, thereupon, Lender may, at its option, refuse to make any future advances to Borrower under the notes referenced in paragraph 1.5 above, and declare all of the Indebtedness of the Borrower with the Lender to be immediately mature, due and payable together with interest accrued thereon, and exercise any and all other remedies lawfully available to it; or
- 5.1.7 If the Borrower employs unauthorized aliens or commits a violation of Section 274(e) of the U.S. Immigration and Nationality Act; or
- 5.1.8 If the Borrower fails to enroll in and utilize the E-Verify system to verify the citizenship status of Borrower's new employees within 60 days of execution.
- 5.2 While there shall exist an Event of Default, Lender may, at its option, refuse to make any advances to Borrower under the Promissory Note and declare all the indebtedness to be immediately due and payable, together with interest accrued thereon, and exercise any and all other remedies lawfully available to it, including any remedies available under the Promissory Note.

6. MISCELLANEOUS

- 6.1 Expenses: The Borrower agrees, whether or not the transactions hereby contemplated shall be consummated, to pay and save Lender harmless against liability for the payment of all out-of-pocket expenses arising in connection with this transaction, including any state documentary stamp taxes or other taxes (including interest and penalties, if any) which may be determined to be payable in respect to the execution and delivery of any Loan Documents executed in connection with this Agreement. If an Event of Default shall occur, Borrower shall also pay all Lender's costs of collection, including Lender employee travel expenses, court costs, and attorney's fees whether incurred with collection efforts, trial, appeal, or bankruptcy proceedings. If an Event of Default shall occur, Borrower may not use proceeds of this loan to pay Lender's costs of collection enumerated above.
- 6.2 Limitation of Lender's Duties: While the Lender has the option to make certain inspections of the property of Borrower and to make certain determinations as to the purpose for which advances are requested hereunder, the Lender is under no obligation to do so. Moreover, Lender shall have no responsibility whatsoever for any aspect of any matter in which Borrower runs his business nor the reasons of any investment by Borrower.
- 6.3 Survival of Representation and Warranties: All representations and warranties contained herein or made in writing in connection herewith shall survive the execution and delivery of Loan Documents.
- 6.4 Successors and Assigns: All covenants and agreements in this Agreement contained by or on behalf of either of the parties hereto shall bind and insure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

- 6.5 Notices: All written communications provided for hereunder shall be sent by first class mail as follows or to such other address with respect to any party as such party shall notify the others in writing:

TO LENDER: Florida Department of Commerce
[NAME]
107 East Madison Street, MSC [NUMBER]
The Caldwell Building
Tallahassee, Florida 32399

TO BORROWER: [CITY TO PROVIDE]_____, [NAME, TITLE]

- 6.6 Applicable Law: This Agreement is being delivered in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties.
- 6.7 Headings: The descriptive section headings herein have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction of any provisions hereof.
- 6.8 Counterparts: This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.
- 6.9 Remedies Cumulative: All rights and remedies of Lender hereunder are cumulative and in addition to any rights and remedies which Lender may have under any applicable laws, and the exercise of any of one right or remedy by Lender against one party hereto will not deprive Lender of any right or remedy against that party or any other parties hereto.
- 6.10 Severability: If any portion of any Loan Document is found to be illegal, invalid, or unenforceable, such term shall be severed and the remainder of the Loan Document in question shall continue in full effect.
- 6.11 Waivers: No delay or omission by the Lender in exercising any right hereunder or under any Loan Document or with respect to the Indebtedness shall operate as a waiver of that or any other right, and no single or partial exercise of any right shall preclude the Lender from any other or further exercise of any other right or remedy. The Lender may cure any Event of Default in any reasonable manner without waiving that or any other prior or subsequent Event of Default by the Borrower.
- 6.12 Maintenance of Records: Borrower shall retain and maintain all records in connection with the Indebtedness and make such records available for financial audit as may be requested. Records shall include books, documents, and other evidence, including, but not limited to, vouchers, bills, and invoices, requests for payment and other supporting documentation, and

independent auditors' working papers which, according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all transactions related to this Indebtedness. Such records shall be retained by Borrower for a minimum period of five years after the repayment in full of the Indebtedness. The records shall be subject at all times to inspection, review, or audit by personnel of the Office of the Auditor General, Department of Financial Services, Office of the Chief Inspector General, or other personnel authorized by Lender and copies of the records shall be delivered to Lender upon request.

- 6.13 Small and Minority Business: Borrower is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity.
- 6.14 Lobbying: Funds from this loan may not be used for lobbying the Florida Legislature, the Florida judicial branch, the Governor or the Executive Office of the Governor, or a State of Florida agency pursuant to Section 216.347, Florida Statutes.
- 6.15 Public Entity Crime: Borrower affirms that at no time has Borrower been convicted of a public entity crime pursuant to Section 287.133(2)(a), Florida Statutes, and agrees that it shall not violate any such law and further acknowledges and agrees that any such conviction during the term of this Agreement may result in the termination of this Agreement. Borrower shall place this provision in any executed agreements resulting from this Agreement.
- 6.16 Non-Discrimination:
- 6.16.1 Borrower will not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of age, race, creed, color, handicap, national origin, or sex.
- 6.16.2 Borrower affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes, and that at no time has Borrower been placed on the Discriminatory Vendor List or conducted business with an entity listed. Borrower further agrees that it shall not violate such law and doing so during the term of the Agreement may result in the termination of this Agreement.
- 6.16.3 Borrower shall include similar provisions in any executed agreements resulting from this Indebtedness.
- 6.17 Subcontracts: Any and all contracts that Borrower executes with a person or organization under which such person or organization agrees to perform services on behalf of Borrower or Lender shall include provisions requiring that such person or organizations report on performance, account for proper use of funds provided under the contract including the provision of audit rights pursuant to paragraph 3.11 of this Agreement, avoid duplication of existing state and local services and activities, and agree to abide by all local, state, and federal laws.
- 6.18 Pledging Credit: Borrower shall not pledge the State of Florida's or Lender's credit or make the State of Florida or Lender a guarantor of payment or surety for any contract, debt, obligation, judgment lien, or any form of indebtedness. Any attempt shall be *void ab initio*.

- 6.19 Term of Agreement: This Agreement shall continue in effect so long as any part of the Indebtedness remains unpaid.
- 6.20 Jurisdiction; Venue: The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. Each Party shall perform its obligations hereunder in accordance with the terms and conditions of this Agreement. The Parties hereby agree that the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

IN WITNESS WHEREOF, the Parties have caused this Agreement to become effective as of the date executed by the Lender ("Effective Date").

CITY OF ST. PETE BEACH, FLORIDA

**FLORIDA DEPARTMENT OF
COMMERCE**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY, SUBJECT ONLY TO FULL
AND PROPER EXECUTION OF THE
PARTIES.

OFFICE OF THE GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By _____

Approved Date: _____

EXHIBIT B

Form of Note

U.S. \$15,998,498

Tallahassee, Florida

Maturity Date:
120 months from the Effective Date

FOR VALUE RECEIVED, City of St. Pete Beach, Florida ("Borrower"), promises to pay to the order of the State of Florida, Department of Commerce ("Lender"), the sum of \$15,998,498. Should any principal amount remain unpaid after the Maturity Date (as defined below or as accelerated pursuant to the terms hereof), such unpaid principal shall bear interest from the Maturity Date (or date of acceleration) until paid, at the rate stated below.

1. **NOTE:** This is an interest-bearing Note and the principal sum shown above together with interest thereon [ISN'T INTEREST CALCULATED FROM THE MATURITY DATE FORWARD IF THE CITY DOES NOT PAY?]calculated in accordance with the interest as calculated in Paragraph 2 shall be payable in accordance with the payment provision pursuant to Paragraph 3. All payments made hereunder shall be credited first to interest and lawful charges and the remainder to principal.
2. **INTEREST CALCULATION:** No interest will accrue through the Maturity Date. At the Maturity Date, simple interest will be computed on the basis of the actual number of days elapsed over an assumed 360-day year on the then outstanding principal balance. From the Maturity Date until the principal is paid the interest rate shall be based on a fixed rate of interest at 3% per annum.
3. **PAYMENT:** The Borrower hereby agrees to repay principal of \$15,998,498 on or before _____ (the "Maturity Date"). This Note may be repaid at any time without penalty.
4. **ENABLING RESOLUTION:** The Borrower has enacted Ordinance No. ____, a copy of which is attached hereto as "Exhibit B" and incorporated by reference herein (the "Ordinance"). The Ordinance authorizes Borrower to perform its obligations under this Note and the Loan Agreement of even date herewith (the "Loan Agreement") including, without limitation, the obligation to pay the amounts due under the Note and all other liabilities of the undersigned to Lender. A default under the terms and conditions of the Loan Agreement shall also be deemed a default under the terms and conditions of this Note.
5. **DEFAULT:** In the event of any default in the payment of any amount due hereunder or in the Loan Agreement, or the insolvency of the Borrower, or the filing by or against any of them of any bankruptcy, insolvency, or other proceedings for the relief of debtors under any state or federal law, or the making by any of them of any assignment for benefit of creditors, or the failure to pay or supersede within 30 days any judgment entered against any of them or the issuance of any writ of attachment or garnishment against any of the property of any of them, or the failure of any of the undersigned to observe or perform any agreement of any nature whatsoever with the lender, or if Lender deems itself insecure, this Note and all Obligations shall forthwith [become immediately due and payable without demand or notice, at the option of Lender.] After maturity, this Note shall bear interest at the rate stated above.
6. **ATTORNEYS' FEES:** If any amount payable hereunder is not paid when due or declared due, this Note may be placed in the hands of an attorney at law for collection, and in that event, the Borrower agrees to pay all costs of collection, including any reasonable attorneys' fees and costs. Such attorneys' fees and costs shall include, but not be limited to, fees and costs incurred in all matters of collection

and enforcement, construction and interpretation, before, during, and after trial proceedings and appeals, as well as appearances in and connected with any bankruptcy proceedings, creditors' reorganization proceedings, or probate proceedings.

7. **RATE CHARGED:** In no event shall the interest charged hereunder be in excess of the legal maximum rate of interest (if any) allowed by applicable law as the law now exists or as the law may be changed in the future to allow higher rates of interest, and in the event that interest is charged at a rate in excess of the maximum rate allowed, any excess sums collected by the Lender shall be applied as reduction to principal, it being the intent of the undersigned hereof and the Lender that the undersigned pay no more and the Lender collect no more than the sums allowed using a lawful rate of interest.
8. **AUTHORITY:** The Borrower has the authority to execute this Note and has all authority to bind itself to the obligations set forth herein and in the Loan Agreement.
9. **AMENDMENT:** This Agreement may only be modified or amended by written instrument executed by both the Borrower and the Lender.
10. **GENERAL:** Each Party to this Note, whether maker, endorser or guarantor, hereby waives presentment for payment, demand, protest and notice of protest and assents to each and every extension or postponement of the time of payment or other indulgence, or to any substitution, addition, exchange or release of the security held by Lender. The undersigned hereby acknowledge that they have received a completed copy of this Note and agree to all the terms contained herein. Capitalized terms used but not defined herein shall carry the meaning ascribed in the Loan Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to become effective as of the date executed by the Lender ("Effective Date").

City of St. Pete Beach, Florida

Florida Department of Commerce

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY, SUBJECT ONLY TO FULL
AND PROPER EXECUTION OF THE
PARTIES.

OFFICE OF THE GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By _____

Approved Date: _____

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

Agenda Report

Agenda Title Name: First Reading of Ordinance 2025-17: Specifying elevation requirements for replacement of flood-damaged equipment associated with non-substantially improved and non-substantially damaged buildings

Action Request: Motion to approve the first reading of Ordinance 2025-17.

Strategic Objective: Recovery, Resilience, and Sustainability

Date: August 19, 2025

Prepared By: Luke Curtis
Brandon Berry, Senior Planner

Through: Frances Robustelli, City Manager

Summary of Issue: This ordinance is intended to either:

a) locally codify one or multiple technical amendment(s) to the Florida Building Code to specify requirements for elevation of flood-damaged equipment above the required design flood elevation, when the building with which it is associated is not substantially damaged, improved, or already has its lowest floor elevated or floodproofed to that elevation; or,

b) adopt the same as proposed in a) above, but as a local building regulation.

Staff remain in communication with the Florida Department of Emergency Management on the appropriate path forward for this amendment, which will be finalized prior to final reading, but which is expected to remain within Chapter 98 as specified in the title.

Due to widespread damage throughout St. Pete Beach from the 2024 hurricanes and the need to replace exterior equipment and appliances such as condensers,

an existing Florida Building Code requirement has required elevation of equipment by five or more feet in some locations, when the home itself is repaired and remains at or near grade. In some instances, this has caused significant hardship by conflicting with the roofline, or other existing building-mounted appurtenances, and has become a significant barrier to reoccupancy.

This amendment will not conflict with minimum FEMA requirements or affect the City's NFIP status. This amendment requires elevation to the lowest floor height, or four feet above grade, whichever is higher, for any elevated equipment that replaces equipment that has been damaged by flood when the associated building is not substantially improved or damaged. This elevation requirement is intended to align with a proposed Florida Building Code amendment under consideration for the 2027 Florida Building Code. Substantially improved or damaged homes will be required to have their existing or replacement equipment elevated to or above the design flood elevation, as required by the Florida Building Code and FEMA regulations.

Funding:

N/A

Attachments:

1. Ordinance 2025-17

Ordinance 2025-17

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA FOR THE PURPOSE OF AMENDING CODE OF ORDINANCES CHAPTER 98 – BUILDINGS AND BUILDING REGULATIONS, TO SPECIFY MINIMUM ELEVATION STANDARDS FOR REPLACEMENT OF FLOOD-DAMAGED EXTERIOR EQUIPMENT AND APPLIANCES NOT ASSOCIATED WITH A SUBSTANTIALLY IMPROVED OR DAMAGED BUILDING; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, buildings in the City of St. Pete Beach sustained catastrophic damage from Hurricanes Helene and Milton, with effects varying across the island; and

WHEREAS, many homeowners and businesses have been able to restore their structures within the substantial improvement and damage threshold, but face challenges stemming from the relocation of exterior equipment and appliances for which the Florida Building Code requires elevation above the base flood elevation level plus one foot, even when the floor of the home or business has often been maintained at several feet below it; and

WHEREAS, inability to restore residences and businesses with exterior equipment such as condensers poses a significant barrier to reoccupancy and rehabilitation of the community; and

WHEREAS, the City finds this language to be consistent with a proposal by the Florida Division of Emergency Management as an amendment to the 2027 Florida Building Code, and to not be adverse to federal or state floodplain management requirements or the City’s National Flood Insurance Program status, but also finds that a swift resolution to this challenge is necessary to continue community restoration efforts; and

WHEREAS, the City finds this amendment consistent with other standards within its Code of Ordinances.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:

SECTION 1. Recitals. The above recitals (“Whereas” clauses) are hereby adopted as legislative findings, purpose and intent of the City Commission.

SECTION 2. The City Code of Ordinances is amended as shown in EXHIBIT A to this Ordinance.

SECTION 3. Codification. This Ordinance shall be codified in the Code of Ordinances of the City of St. Pete Beach.

SECTION 4. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, word, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, words, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

SECTION 7. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 8. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 9. Effective Date. This ordinance shall take effect immediately upon adoption.

FIRST READING: _____
SECOND READING: _____
PUBLIC HEARING: _____

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Adrian Petrilu, Mayor

I, Renee Rose, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2025.

Renee Rose, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

City Attorney

Exhibit A

Sec. 98-35. – ~~Reserved.~~ **FLORIDA BUILDING CODE, EXISTING; AMENDMENTS.**

(a) Flood damaged exterior equipment and exterior appliances. Unless part of substantial improvement, replacement of exterior equipment and exterior appliances that are damaged by flood shall be elevated to or above the same height above grade as the first floor of the building, or 4 ft above grade, whichever is higher. For nonresidential buildings and nonresidential portions of buildings, flood damaged exterior equipment shall be permitted to be located in an enclosure that is dry floodproofed to 4 ft above grade, or the same height above grade as the first floor of the building, whichever is higher, in accordance with the dry floodproofing requirements of ASCE 24 for attendant utilities and equipment.

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

Agenda Report

Agenda Title Name: Announcing intent to present a resolution to declare a green reuse (brownfield) area designation for 75 Corey Avenue and 85 Corey Circle

Action Request:

Strategic Objective: Economic Development and Smart Growth

Date: August 19, 2025

Prepared By:

Through: Frances Robustelli, City Manager

Summary of Issue: This announcement is the same as was presented at the July 22nd City Commission meeting, with only the date for consideration of the resolution changed. Due to the cancellation of the August 12th City Commission meeting, this request is being re-announced for first reading at the August 26th City Commission meeting.

As required by F.S. 376.80(1)(c)4.b., the City is announcing intent to present Resolution 2025-19 to designate a proposed green reuse (brownfield) area at the August 26, 2025 City Commission meeting. The designation will cover the 75 Corey Avenue and 85 Corey Circle properties, with parcel IDs of 36-31-15-30672-063-0230 and 36-31-15-13590-000-0010.

This request covers two parcels and complements Resolution 2022-23, which designated six other parcels associated with the Corey Landings project. The current owner of the TC-2 Corey Circle land, KT COREY AVE LLC, is seeking this designation as a necessary precondition for application of the two additional parcels to the Florida Department of Environmental Protection (FDEP) for tax credits associated with rehabilitation and waste removal.

Approval of this request allows the owner to move

forward with entering into an agreement with the FDEP or designee for reimbursement of remediation costs and does not create a new local tax burden. It also does not commit the City to approve any conditional use permit, plat, roadway vacation, certificate of concurrency, or other request that may be made to develop these two parcels or the original parcels authorized under Resolution 2022-23, except for the extant 2022 authorization to develop the Corey Landings site as approved under Resolution 2022-03 which does not cover development on the subject parcels. The five findings necessary to declare these parcels as eligible for such a declaration will be presented at the first hearing of the resolution.

In addition to the two City Commission readings of the resolution, the applicant held a community meeting at the Hilton Garden Inn, 6100 Gulf Boulevard, on July 31, 2025 as statutorily required.

Funding:

Attachments: