



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

155 Corey Avenue
St. Pete Beach, FL 33706

Monday, September 22, 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 September 22, 2025 agenda.

2. Presentations -

- a. Representative Linda Chaney Check Presentation**
- b. Hurricane Recovery and Preparedness Update**
- c. Potential amendments to regulations for substantial improvement (elevation and living level reconstruction) of single-family residences**
- d. Wastewater Inflow & Infiltration Updates**

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 September 8, 2025 Budget and Regular Commission Meeting Minutes**
- b. Authorize the ratification of the tentative collective bargaining agreement (CBA) reached between City Administration and the International Association of Firefighters (IAFF) Local 4966 for the period October 1, 2025 – September 30, 2028.**

- c. Authorize the City Manager to execute Amendment 1 to the Advanced Life Support (ALS) First Responder Agreement with the Pinellas County EMS Authority for FY25-26, Including Funding Adjustment, Rescue Captain Implementation, Traffic Preemption System, and FDLE Criminal Background Screening Requirements**
- d. Authorize the City Manager to execute a Professional Auditing Services agreement not to exceed \$60,500 annually and Non-attest Services for the FY2025 Audit not to exceed \$34,000 annually**
- e. Approval of First Amendment to City Clerk Employment Agreement – Cost of Living Adjustment (COLA) Provision**
- f. Approve a Special Event Permit with street closure and alcohol consumption for the annual Belle Vista Halloween Block Party scheduled for October 31, 2025.**
- g. Approve a Special Event permit with street closure for VDubs Beach Bash (Volkswagen car show) scheduled for November 15, 2025.**
- h. Authorize the City Manager to execute Change Order 3 for the Master Pump Station 1 Rehabilitation Project with TLC Diversified Inc. in the amount of \$137,322.76.**
- i. Authorize the City Manager to execute the Continuing Contract for Professional Design Services with Adeas-Q, LLC, for three years.**
- j. Authorize the City Manager to execute the Continuing Contract for Professional Design Services with Advanced Engineering Design, Inc., for three years.**
- k. Authorize the City Manager to execute the Continuing Contract for Professional Design Services with Halff Associates, Inc., for three years.**
- l. Authorize the City Manager to execute the Continuing Contract for Professional Design Services with NorthStar Consulting Group, Inc., for three years.**
- m. Authorize the City Manager to execute the Continuing Contract for Professional Design Services with Cummins Cederberg, Inc for three years.**
- n. Authorize the City Manager to execute a Services Agreement with Harris-McBurney Company for the 36th Avenue Roadway and Stormwater capital improvement project in the amount of \$329,145.36**
- o. Authorize the City Manager to execute a Services Agreement with KM2H, LLC for the 36th Avenue Seawall Repair capital improvement project in the amount of \$373,290.50**
- p. Authorize the City Manager to execute a Services Agreement with Florida Parking, Inc., DBA Yellow Dawg., for citywide street paving in the amount of \$500,000.00 annually.**
- q. Approve the Purchase of Fire Department Bunker Gear from American Public Safety in the amount of \$31,301.10.**

5. Ordinances -

a. Public Hearing: Final Reading Ordinance 2025-18: Establishing the Millage Rate for Fiscal Year 2026

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA ESTABLISHING THE MILLAGE RATE FOR FISCAL YEAR 2026, BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; PROVIDING AND ANNOUNCING THE NAME OF THE TAXING AUTHORITY, THE ROLLED-BACK MILLAGE RATE, THE PERCENTAGE INCREASE OVER THE ROLLED-BACK MILLAGE RATE, AND THE MILLAGE RATE TO BE LEVIED; PROVIDING FOR READING IN ITS ENTIRETY; AND PROVIDING FOR AN EFFECTIVE DATE.

Action Request: Motion to approve Ordinance 2025-18, establishing the millage rate as 3.0913 mills for Fiscal Year 2026.

b. Public Hearing: Final Reading Ordinance 2025-19: Adopting the Budget for Fiscal Year 2026

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA ADOPTING THE BUDGET FOR FISCAL YEAR 2026, BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; PROVIDING FOR THE INCORPORATION OF THE ADOPTED CAPITAL BUDGET AS THE CAPITAL IMPROVEMENT ELEMENT OF THE COMPREHENSIVE PLAN; PROVIDING FOR READING IN ITS ENTIRETY; AND PROVIDING FOR AN EFFECTIVE DATE.

Action Request: Motion to approve the final reading of Ordinance 2025-19, adopting the budget for Fiscal Year 2026

c. Final 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 adopt Ordinance 2025-17.

6. Action Items -

a. Authorize the City Manager to execute a Services Agreement with Rowland, Inc. for Sewer System Cleaning and Inspection Services in the amount not to exceed \$2,000,000 annually.

7. Items for Discussion -

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.



PROCLAMATION

HONORING REPRESENTATIVE LINDA CHANEY FOR HER SUPPORT OF PASS-A-GRILLE FIRE STATION 22

WHEREAS, the safety, resilience, and well-being of the residents and visitors of the City of St. Pete Beach are of the utmost importance to our community; and

WHEREAS, the St. Pete Beach Fire Station 22 serves as a vital lifeline to the southernmost neighborhoods of the city, providing critical emergency response and lifesaving services; and

WHEREAS, the modernization and continued operation of Fire Station 22 is essential to maintaining high-quality emergency services and preparing our community to meet the needs of the future; and

WHEREAS, the State of Florida, through the leadership and advocacy of Representative Linda Chaney, secured an appropriation of \$3 million for the St. Pete Beach Fire Station 22; and

WHEREAS, this investment represents more than financial support—it demonstrates a shared commitment to public safety, community resilience, and the strength of the partnership between the State of Florida and the City of St. Pete Beach; and

WHEREAS, the City of St. Pete Beach recognizes and sincerely appreciates Representative Chaney's dedication, leadership, and ongoing support for the needs of our city and its residents;

NOW, THEREFORE, I, Adrian Petrila, Mayor of the City of St. Pete Beach, Florida, do hereby proclaim our deepest gratitude and recognition to Representative Linda Chaney for her commitment to public safety and her efforts to ensure a safer and more sustainable future for the residents, visitors, and neighborhoods of St. Pete Beach, and particularly for her advocacy in securing the funding for Pass-A-Grille Fire Station 22.

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

Adrian Petrila, Mayor

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

Agenda Report

Agenda Title Name: Potential amendments to regulations for substantial improvement (elevation and living level reconstruction) of single-family residences

Action Request:

Strategic Objective: Recovery, Resiliency & Sustainability

Date: September 22, 2025

Prepared By: Brandon Berry, Senior Planner

Through: Frances Robustelli, City Manager

Summary of Issue: This is a followup from the September 8th meeting to discuss options for allowing stair encroachment into required yards during the in-place elevation of a single-family residence, or when converting an existing living level below the floodplain to parking, storage and access, with reconstruction above, which are treated the same under the Land Development Code. These types of permits have increased from approximately one per year in 2024 and prior, to 35 to-date for the year starting January 1st. While many homeowners are able to comply with the required yard regulations due to the existing setbacks on the lot, some have homes that were constructed prior to municipal incorporation and lack a sufficient front yard to allow for stairs to be installed without encroaching into the required setback, which is 17 feet for open stairs regardless of the residence's existing setbacks.

Staff also seeks City Commission direction on what they consider to be supplemental items related to substantial improvement of a residence when the project involves only the elevation or reconstruction of the same square footage of living space above the floodplain, where such does not constitute a completely new building. These items include the following:

- Allowing stairs to encroach no closer to the front property line than the established front setback

of the primary structure, or up to seven feet into the required yard (minimum ten-foot setback) when the front door is established at and proposed to remain at the front of the structure. Currently, the Land Development Code requires all stairs to meet a 17-foot front setback, even if the home is established at and will remain within a lesser setback following elevation. Furthermore, for those homes with less than a 24-foot front setback, where the front door is located on the front of the home facing the street, allowing a seven-foot encroachment would allow for a Florida Building Code-compliant run of stairs with a landing and switchback design. The switchback design with landing has been requested by some contractors and homeowners to allow for a break in the run of stairs for those seeking accessibility and a softer ascent and descent.

- Allowing for a one-time exemption to allow pools, gazebos, and deck covers that encroach into required yards to remain in place following substantial improvement of the primary residence. This would not allow these structures to be replaced or reconstructed within a required yard setback, but would allow them to remain in place following substantial improvement in the case that the structure(s) did not sustain significant damage during the 2024 storms.
- Allow for the in-place elevation of ancillary equipment like condensers and generators when the residence is being elevated in place or the living level reconstructed above the floodplain. This option was granted to non-substantially improved homes during the 2024 revisions to the Land Development Code authorizing in-place elevation to allow for accommodation of a Florida Building Code requirement, but was not extended to substantially-improved residences or redeveloped residences. This subject change would extend only to substantially-improved residences.
- Allow for an increase in shed square footage from 80 square feet to 120 square feet. Staff has received several requests from property owners over the past several years requesting this change, and Staff is finding that many property owners have sheds that exceed allowable square footage by 20 to 40 square feet, necessitating removal at time of substantial improvement of

the primary residence.

This item was reviewed by the Planning Board at their September 15th meeting. Comments included the following:

- Board members generally supported allowing both proposed stair encroachments, even when the homeowner accommodated an interior staircase, as they found it was unreasonable to expect guests and deliveries to use interior stairs for access. However, one member requested that stairs be an open foundation design to lessen the visual massing impact on the neighborhood. Another member also wanted to ensure that encroaching stairs did not eliminate on-site required parking.
- Board members supported allowing in-place elevation of ancillary equipment like AC and generators.
- Board members were divided on allowing sheds to increase in size to 120 square feet, with one member stating it could present a danger during storms, and others stating they did not have significant concerns about the additional square footage.
- Board members were also divided on allowing above-ground structures to remain following substantial improvement to the primary residence, with one member stating that pools should be able to remain in setbacks, but gazebos and deck covers should be made conforming.

Funding: N/A

Attachments: 1. Staff Presentation



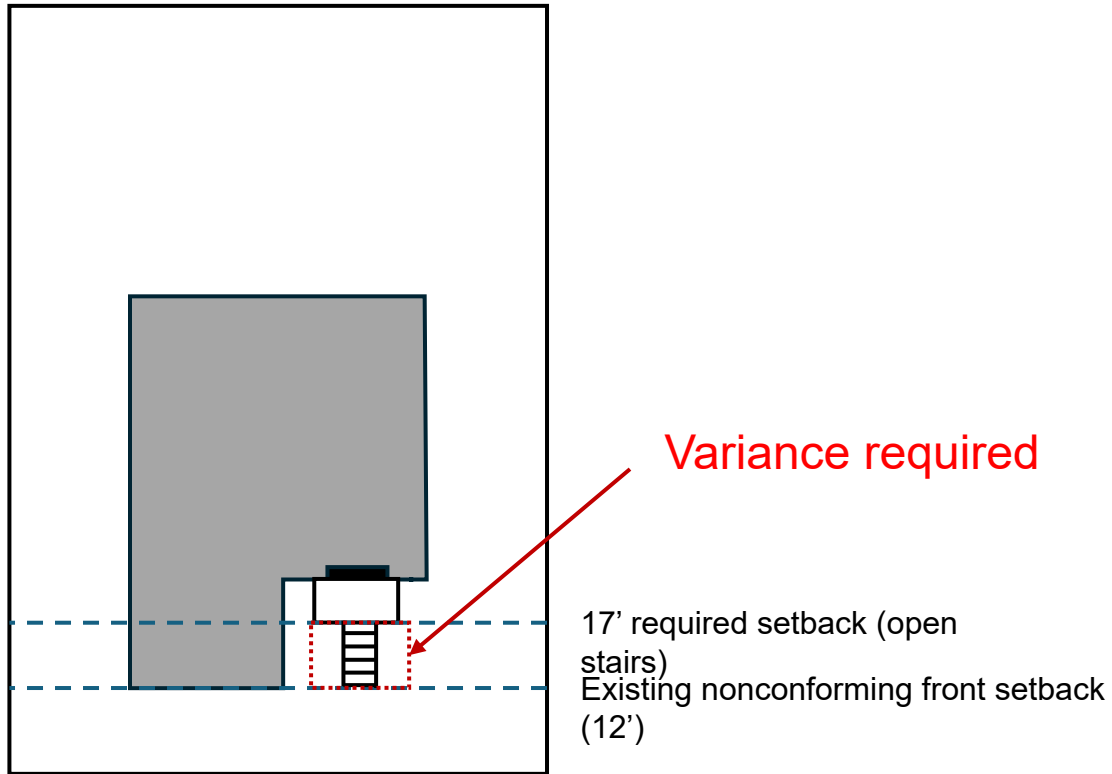
Front yard stair encroachment and general Land Development Code cleanup

Issue

- St. Pete Beach received an average of one elevation or residential conversion and reconstruction above the floodplain permit per year prior to 2025.
- Since January 1, the City has received 35 requests, with many more expected in the near future.
- The Land Development Code was modified in late 2024 to allow for in-place elevation or conversion with reconstruction, but required all additions to meet required zoning district setbacks.
- Staff was directed by the City Commission to review stair setback requirements when a home is being elevated in place or converted and reconstructed. Does not apply to redevelopment

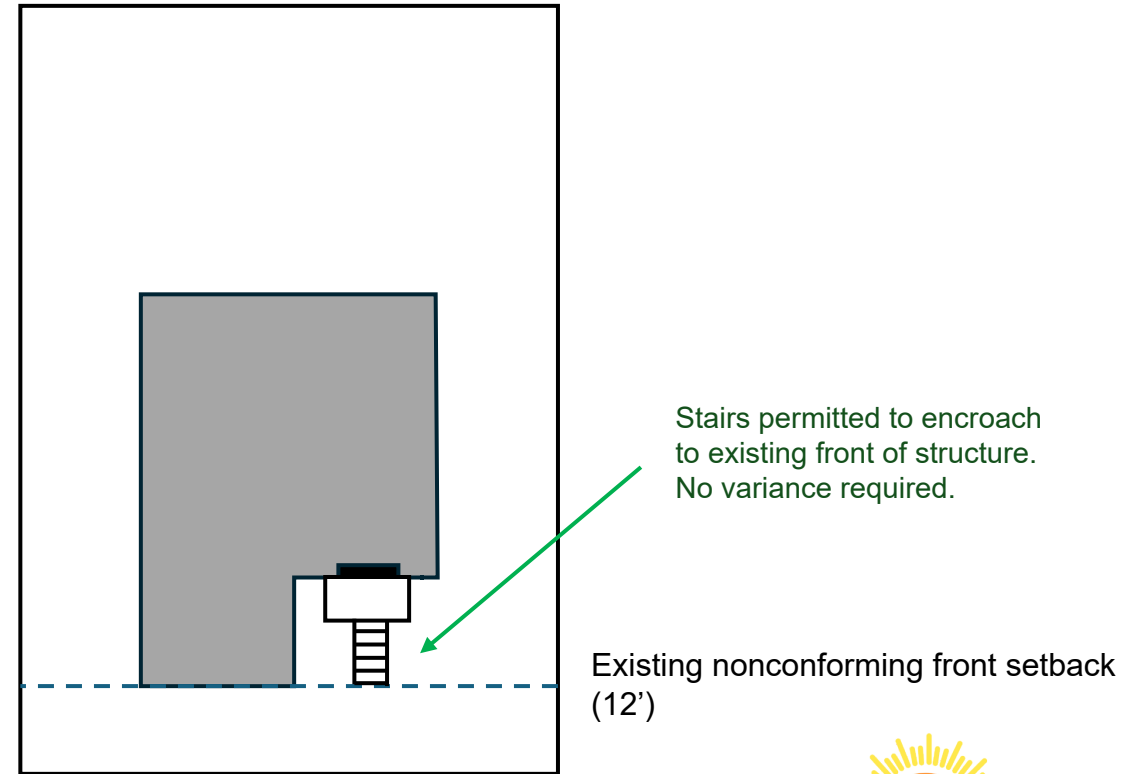
Existing Standard

All additions must meet the required setbacks, even if the residence is nonconforming to setbacks.



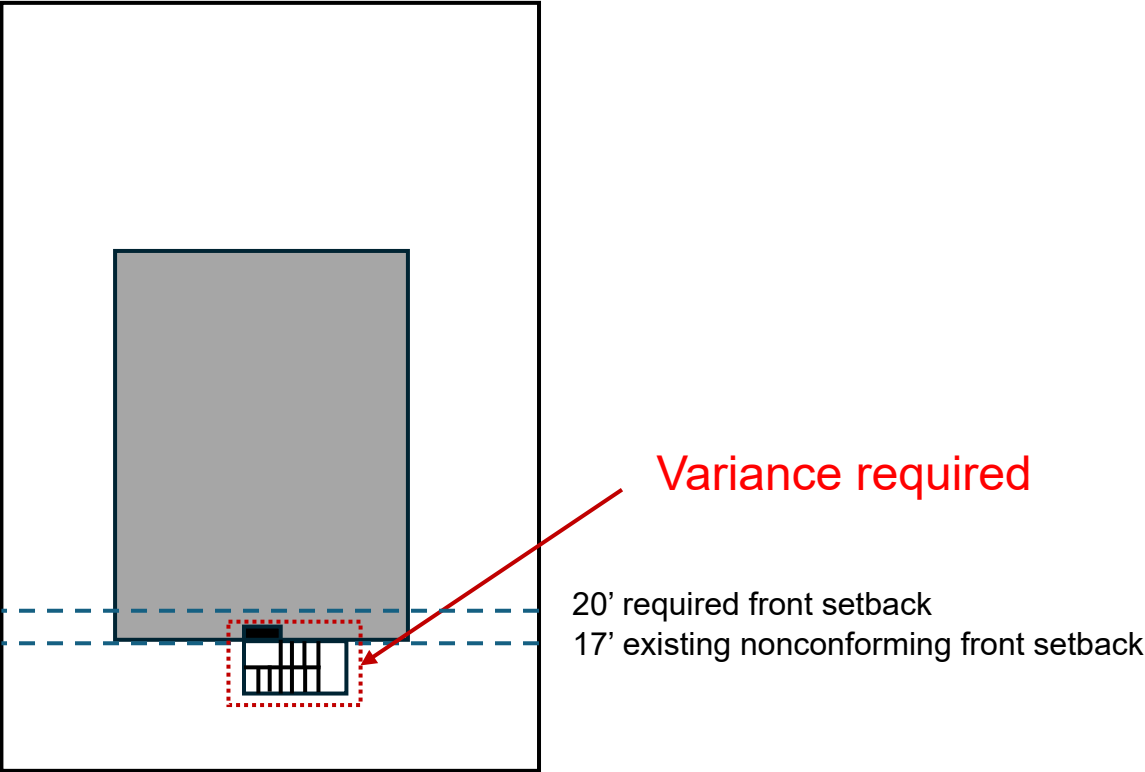
Proposed Standard

Open stairs may encroach to the existing, nonconforming, front setback.



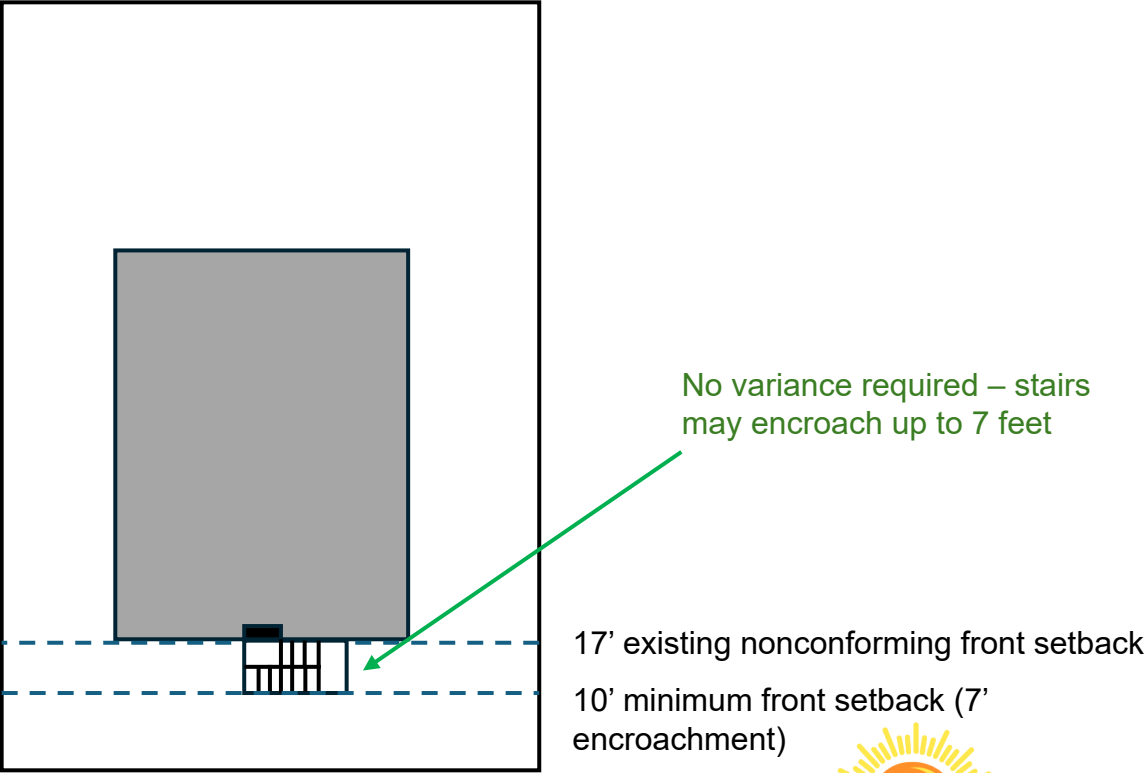
Existing Standard

All additions must meet the required setbacks, even if the residence is nonconforming to setbacks.

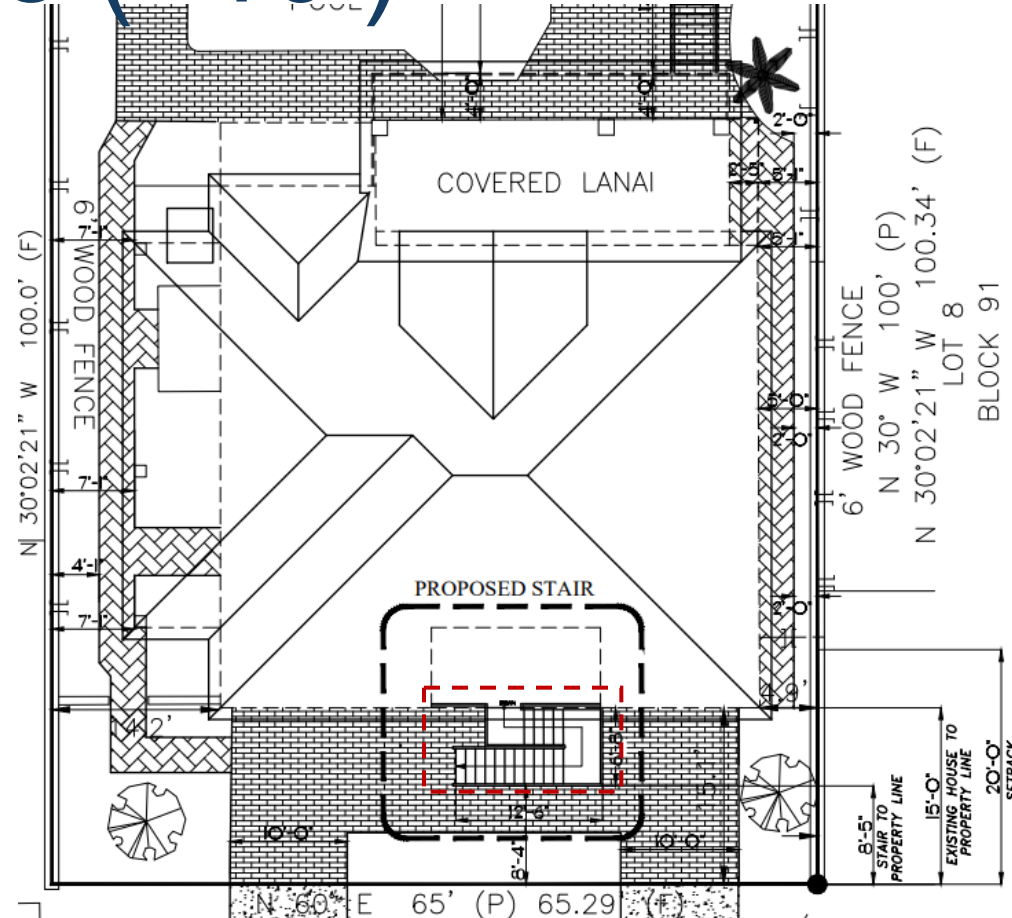


Proposed Standard

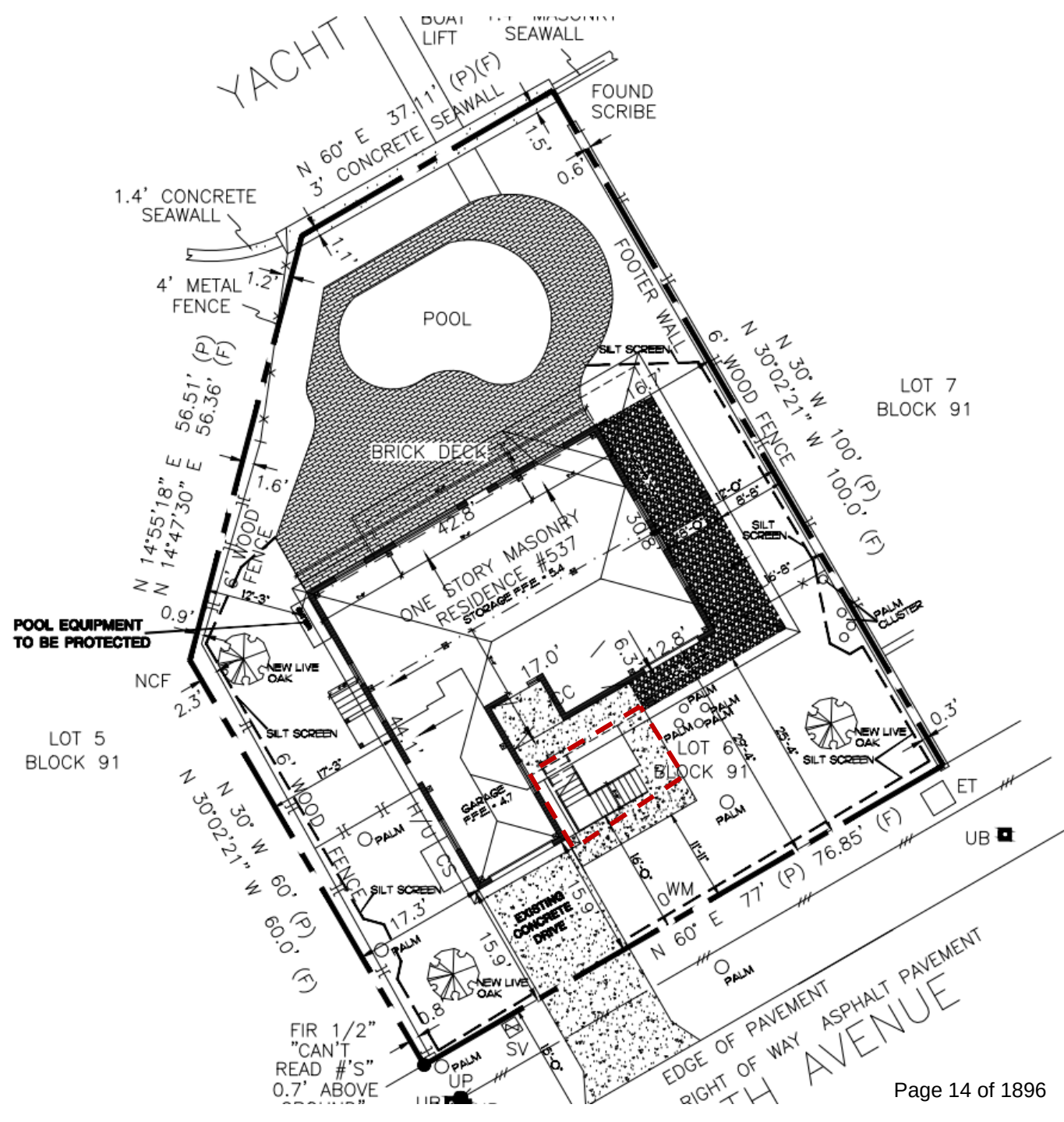
Open stairs may encroach up to seven feet into the front setback from the location of the front door of the residence, not to have a setback of less than 10 feet.



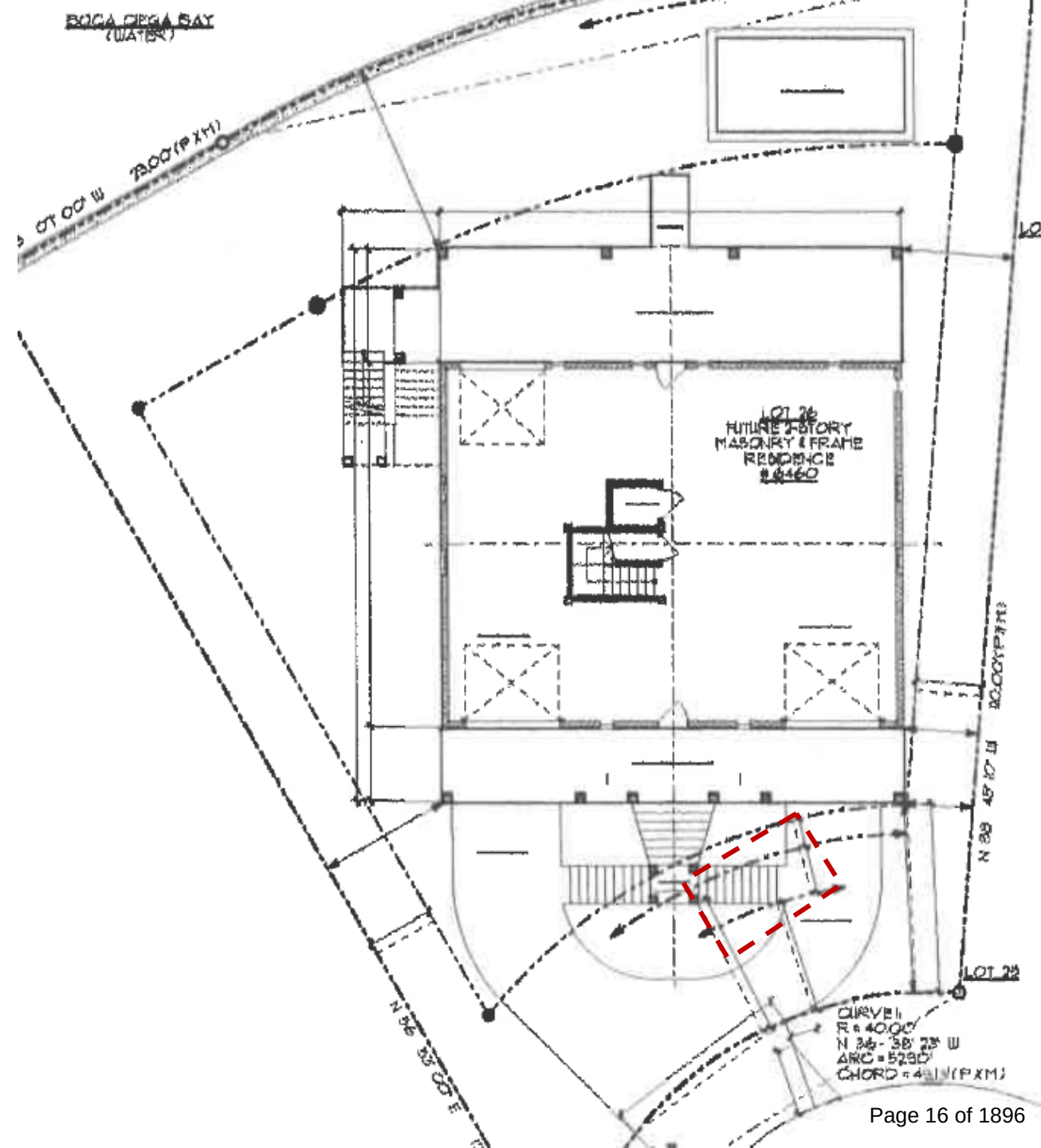
Recent example: Living level reconstructed, stairs installed at the front of the home (<10')



Recent example:
Living level
reconstructed, stairs
installed at recessed
entry



Recent example:
New redevelopment
with stair
encroachment
(variance request) –
would not be
impacted by these
changes as drafted



Additional Considerations

- Maximum width of landing at the front of the structure.
 - Limited to prevent becoming a significant additional mass, out of character with the neighborhood.
 - Florida Building Code requires only the width of the door to be accommodated.
- No independent roof overhangs
 - Stairs may be covered by incidental extension of the primary roof eaves.
- Limitations on exterior stairs when interior stairs are provided?

Other Proposed Code Updates

- Allowing for in-place elevation of nonconforming, permitted, ancillary equipment (A/C condensers, generators) located within the side yard setback when substantially improving.
- Increasing shed square footage from 80 sq. ft. to 120 sq. ft.
- Allowing a one-time exemption for pools, gazebos, and deck covers to remain in required setbacks when the home, only, is substantially improved.
 - Would not apply to structures crossing property lines or in easements.

Planning Board Input Received 9/15/25

- The Planning Board supported:
 - Both proposed types of stair encroachment, even when stairs are also accommodated interior to the structure.
 - Stairs should be an open base design when within the front setback to assist with massing issues.
 - Front landing should be limited to the size necessary to allow access.
 - Allowing in-place elevation of exterior equipment during substantial improvement.
- Board Members were divided on:
 - Allowing larger sheds.
 - Allowing gazebos and deck covers to remain following substantial improvement of the primary residence, but did support pools remaining.

City Commission Input

Staff seeks City Commission input on the following:

- Allowing stairs to encroach during elevation/conversion to:
 - The existing, nonconforming, front setback of the residence;
 - No less than ten feet from the front property line, provided stairs encroach no more than seven feet into the required front yard.
- Allowing in-place elevation of equipment during substantial improvement.
- Allowing gazebos, deck covers and pools to remain when the primary residence is substantially improved;
- Increasing shed size from 80 to 120 square feet.

Next Steps

Following input, Staff will draft an ordinance for Planning Board recommendation at their October meeting, with the ordinance being brought forward to first reading at a future City Commission meeting.

**City Commission Budget Meeting
September 8, 2025
6:00 p.m.**

ELECTED OFFICIALS PRESENT:

Adrian Petrilă, 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
Devon Schmidt, Finance Director

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

1. APPROVAL OF THE AGENDA

Motion: Vice Mayor Marriott moved, Commissioner Maldonado seconded, and the motion carried 5-0 to approve the September 8, 2025 City Commission Budget Meeting Agenda.

2. PUBLIC COMMENT

No members of the public came forward.

3. ORDINANCES

a. First reading of Ordinance 2025-18: Establishing the Millage Rate for Fiscal Year 2026

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA ESTABLISHING THE MILLAGE RATE FOR FISCAL YEAR 2026, BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; PROVIDING AND ANNOUNCING THE NAME OF THE TAXING AUTHORITY, THE ROLLED-BACK MILLAGE RATE, THE PERCENTAGE INCREASE OVER THE ROLLED-BACK MILLAGE RATE, AND THE MILLAGE RATE TO BE LEVIED; PROVIDING FOR READING IN ITS ENTIRETY; AND PROVIDING FOR AN EFFECTIVE DATE.

Finance Director Devon Schmidt provided a presentation which is made part of the meeting record. The ordinance proposes a millage rate of 3.0913 mills per \$1,000 of taxable value, which is 8.889% below the rolled-back rate of 3.1189 mills, representing approximately \$140,000 less in ad valorem revenue. She said this reflect the Commission's decision to keep the millage rate unchanged for FY2026 to ease the financial burden on residents following the hurricanes. She provided a review of millage changes across City, County, School, EMS, and other districts from 2020–2025. She explained the calculation of projected ad valorem revenue: applying the adopted millage rate to taxable value and factoring in the 4% discount (with an estimated 70% utilization), resulting in projected millage revenue of approximately \$15.1 million for FY2026.

PUBLIC COMMENT

No members of the public came forward.

Motion: Commissioner Rzewnicki moved, Vice Mayor Marriott seconded, and the motion carried 5-0 to approve the first reading of Ordinance 2025-18: Establishing the Millage Rate as 3.0913 for Fiscal Year 2026.

b. First reading of Ordinance 2025-19: Adopting the Budget for Fiscal Year 2026

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA ADOPTING THE BUDGET FOR FISCAL YEAR 2026, BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; PROVIDING FOR THE INCORPORATION OF THE ADOPTED CAPITAL BUDGET AS THE CAPITAL IMPROVEMENT ELEMENT OF THE COMPREHENSIVE PLAN; PROVIDING FOR READING IN ITS

ENTIRETY; AND PROVIDING FOR AN EFFECTIVE DATE.

Finance Director Devon Schmidt provided a presentation which is made part of the meeting record. She noted that the budget was developed through five workshops, with input from the Finance Budget Review Committee (FBRC), and all items had been reviewed in prior sessions.

For governmental funds, the budget reflects \$67.2 million in revenues and \$86.7 million in expenditures. For proprietary (enterprise) funds, total revenues are \$23.3 million with \$36 million in expenditures. Including all revenues, transfers, and expenditures across all funds, the FY2026 budget totals \$90.6 million in revenues and \$122.8 million in expenditures, with the difference of \$32.2 million covered by existing fund balances for one-time capital projects. The budget authorizes 159.6 FTE positions, with the largest staffing allocations in Fire/EMS (44 FTEs) and Public Services. She highlighted several capital projects being reappropriated into FY2026, including the Community Center seawall replacement, Watershed Management Plan, 36th Avenue seawall replacement, Merry Pier bait shack rebuild, Don Cesar baffle structures and outfall improvements, tide check valve replacements, four-wheel drive vehicles in the Building Fund, and the City Hall audio-visual project.

The FY2026 Capital Improvement Plan totals \$58.7 million, broken down as follows:

- \$134,000 – General Fund Capital
- \$195,000 – Building Fund
- \$5.7 million – Resiliency Fund
- \$31.2 million – Capital Improvement Fund
- \$1 million – Fleet Fund
- \$15.5 million – Wastewater Fund
- \$700,000 – Reclaimed Water Fund
- \$3.8 million – Stormwater Fund
- \$300,000 – Parking Fund

Ms. Schmidt said the budget is a “living document” and can be amended as needed by Commission action.

Mayor Petrila said that while no additional questions were raised tonight, the FY2026 budget has been thoroughly reviewed in prior workshops, including a detailed discussion lasting over an hour and a half at the last meeting. The lack of questions is because they’ve already gone through all the iterations of the budget.

PUBLIC COMMENT

No members of the public came forward.

Motion: Commissioner Rzewnicki moved, Commissioner Maldonado seconded, and the motion carried 5-0 to approve the first reading of Ordinance 2025-19.

Mayor Petrila noted it was appropriate that Commissioner Rzewnicki made the motion to approve the budget, recognizing her long-term efforts that led to inclusion of key stormwater and resiliency projects, like tidal check valves, seawalls, and baffle boxes, particularly benefiting the Don Cesar neighborhood and Belle Vista area. Commissioner Rzewnicki appreciated staff’s work in aligning Commission priorities with resident feedback and for the years of workshops and planning that made these projects possible.

4. ACTION ITEMS

a. Resolution 2025-20: Establish Rate of Stormwater Service Assessments

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, ESTABLISHING THE RATE OF STORMWATER SERVICE ASSESSMENTS; APPROVING STORMWATER SERVICE NON-AD VALOREM ASSESSMENT ROLLS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Finance Director Devon Schmidt provided a presentation which is made part of the meeting record. These non-ad valorem property assessments are imposed each year to fund the operation and maintenance of the City's stormwater infrastructure and are collected on residents' property tax bills. The assessment process follows a procedure similar to adoption of the millage rate and budget. The assessment structure includes two tiers:

- Tier 1 – A flat per-parcel assessment to cover general program costs.
- Tier 2 – A variable assessment based on impervious surface area, using an Equivalent Residential Unit (ERU) of 3,813 square feet, which represents the average impervious area of a single-family parcel.

For FY2026 (beginning October 1, 2025), no changes are proposed to the existing assessment rates. The Tier 1 rate will remain at \$64.32 per parcel, and the Tier 2 rate will remain at \$119.43 per ERU.

PUBLIC COMMENT

No members of the public came forward.

Motion: Vice Mayor Marriott moved, Commissioner Robinson seconded, and the motion carried 5-0 to approve Resolution 2025-20.

Mayor Petrila adjourned the meeting at 6:15pm.

MINUTES APPROVED: SEPTEMBER 22, 2025

RENEE ROSE
CITY CLERK

ADRIAN PETRILA
MAYOR

**City Commission Meeting
September 8, 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	Adam Poirrier, Assistant City Manager
Ralf Brookes, City Attorney	Camden Mills, Public Services Director
Renee Rose, City Clerk	Laura Canary, Community Development Director

Mayor Pettila called the meeting to order at 6:15 p.m., followed by the Pledge of Allegiance.

1. APPROVAL OF THE AGENDA

Mayor Pettila requested to move item 4a to the beginning of the meeting. Commissioner Robinson requested to add CUP administration and SB180 as discussion items. Vice Mayor Marriott requested to add front setback code as a discussion item.

Motion: **Commissioner Robinson moved, Vice Mayor Marriott seconded, and the motion carried 5-0 to approve the September 8, 2025 City Commission Agenda, as amended.**

ACTION ITEMS

a. Authorize the City Manager to execute the Pinellas County Sheriff's Office interlocal agreement with the Pinellas County Sheriff's Office for law enforcement services from October 1, 2025 - September 30, 2026 in the amount of \$3,506,472.00

Assistant City Manager Adam Poirrier shared a presentation that was made part of the meeting record. The city originally entered into this agreement under the Florida Interlocal Cooperation Act in FY2013 when the City transitioned from its own police department. The contract, then just over \$2 million, has grown as staffing levels and personnel costs have increased. The agreement provides law enforcement services including patrol, marine patrol, beach enforcement, detectives, dispatch services, and school crossing guards. Current staffing includes 10 patrol deputies, four sergeants, and two community policing deputies. To control costs for FY2026, two key adjustments were made: reducing community policing deputies from three back to two (in line with comparable municipalities) and lowering the cap on secondary employment for additional deputies (e.g., beach patrols) from \$250,000 to \$150,000, based on actual use. The contract was also updated to clearly define the roles of community policing officers, formally documenting expectations. With these adjustments, the FY2026 contract cost is \$3.5 million, with monthly payments of just under \$300,000. This reflects only a 0.05% increase (\$1,800) over the prior year. Without the reductions, the cost would have been \$3.7 million, a 7% increase. The contract is renewed on an annual basis, with a 90-day termination clause, and an automatic 120-day extension if not renewed. The agreement maintains a strong law enforcement partnership, provides high-quality services, and reflects fiscal responsibility.

Sheriff Gualtieri addressed the commission, noting that when the City transitioned to contracting with the Sheriff's Office in 2013, the first year alone resulted in approximately \$4.5 million in cost savings. The arrangement continues to provide economies of scale, effective services, and flexibility at a reasonable cost. Contracting allows St. Pete Beach to adjust staffing levels as needed, reducing costs while still ensuring the ability to surge resources during peak demand periods, such as spring break or major events. He said St. Pete Beach remains a safe community, with tourism as a key driver requiring strong law enforcement presence. He noted the continued use of beach patrols to address quality-of-life concerns, ensuring fairness while taking enforcement action when necessary. His team is committed to maintaining public safety.

Discussion included the importance of community policing, noting feedback from neighborhood associations about visibility, communication, and enforcement of ordinances. Deputy patrol presence in neighborhoods had recently increased, and there was encouragement to maintain visibility and connections with residents. Community policing officers attending neighborhood meetings would help residents feel heard and safe. Sheriff Gualtieri said that while patrol coverage varies depending on calls for service, deputies are present citywide and will continue efforts to strengthen visibility in the south end. He reported that theft incidents citywide are down 23% compared to last year, and overall crime is down 26%. He outlined the office's philosophy of balancing fairness with enforcement: over the past year deputies dedicated 1,855 hours to ordinance enforcement, resulting in 55 citations and 1,300 warnings, with only 16 repeat offenders documented. Discussion further acknowledged the statistics showing crime reduction but expressed concern over recent crime alerts and requested stronger training for deputies on noise ordinance enforcement and better communication with Code Enforcement. Discussion commended proactive policing efforts, encouraged residents to formally report noise complaints, and praised the flexibility in staffing during peak periods. The Commission expressed appreciation for the interlocal agreement and the level of public safety provided to the community.

PUBLIC COMMENT

No members of the public came forward.

Motion: Commissioner Maldonado moved, Commissioner Rzewnicki seconded, and the motion carried 5-0 to authorize the City Manager to execute the Pinellas County Sheriff's Office interlocal agreement with the Pinellas County Sheriff's Office for law enforcement services from October 1, 2025 - September 30, 2026 in the amount of \$3,506,472.00.

2. PUBLIC COMMENT

No members of the public came forward.

3. CONSENT

- a. Approval of the August 19, 2025 City Commission Meeting Minutes, the August 26, 2025 Budget Workshop #5 Minutes, and the August 26, 2025 City Commission Meeting Minutes
- b. Authorize the City Manager to execute the NeoGOV contract agreement with Governmentjobs.com DBA NeoGOV to add Payroll Services. The contract term is 34 months to Co-term this added service with the master services agreement that was authorized at the June 10, 2025 meeting. The cost of the Payroll Services contract over the three-year term is \$17,612.50.
- c. Approve the Services Agreement with Morelli Landscaping, Inc., for citywide specialized landscaping services in the amount of \$150,000.00.
- d. Approve the Services Agreement with KM2H, LLC for citywide as-needed seawall repair in the amount not to exceed \$500,000.00 annually.

Discussion noted concerns with the plant species list in the Morelli Landscaping contract, which included invasive species such as fountain grass. It was suggested that the city ensure landscaping contracts align with existing ordinances and prioritize native species, consistent with the city's broader environmental goals and dune stewardship efforts. City Manager Robustelli said the Public Services Director has committed to share the native plant list with the Dune Savers group and won't include invasive species on city projects.

Motion: Vice Mayor Marriott moved, Commissioner Robinson seconded, and the motion carried 5-0 to approve the August 19, 2025 City Commission Consent Agenda.

4. ACTION ITEMS

a. Authorize the City Manager to execute the Pinellas County Sheriff's Office interlocal agreement with the Pinellas County Sheriff's Office for law enforcement services from October 1, 2025 - September 30, 2026 in the amount of \$3,506,472.00

b. Resolution 2025-22: Authorizing the City Manager to execute the North Beach Historic Survey Grant Agreement

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE NORTH BEACH HISTORIC SURVEY GRANT AGREEMENT, INCLUDING ANY AMENDMENTS WITH THE STATE OF FLORIDA DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES, AND PROVIDING AN EFFECTIVE DATE.

Community Development Director Laura Canary explained that this grant represents the next phase of funding for the City's historic survey work. Once the survey is completed, staff will provide the Commission with a comprehensive update tying together completed efforts, concurrent initiatives such as Elevate Florida's historical surveys, and identifying any gaps. The goal is to show how the survey results relate to redevelopment planning. The resolution formally accepts the grant funds.

PUBLIC COMMENT

No members of the public came forward.

Motion: Vice Mayor Marriott moved, Commissioner Robinson seconded, and the motion carried 5-0 to adopt Resolution 2025-22.

c. Final Reading of Resolution 2025-19: Expanding the Corey Landing Green Reuse (Brownfield) Area established under Resolution 2022-23 to include 75 Corey Avenue and 85 Corey Circle

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, MAKING FINDINGS; EXPANDING THE COREY LANDING GREEN REUSE AREA BY INCLUDING PROPERTY LOCATED AT 75 COREY AVENUE AND 85 COREY CIRCLE, ST. PETE BEACH, FLORIDA AND IDENTIFIED BY PARCEL ID NOS. 36-31-15-30672-063-0230, AND 36-31-15-13590-000-0010, PURSUANT TO SECTION 376.80(2)(C), FLORIDA STATUTES, FOR THE PURPOSE OF REHABILITATION, JOB CREATION, AND PROMOTING ECONOMIC REDEVELOPMENT; AUTHORIZING THE CITY OF ST. PETE BEACH TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; PROVIDING AN EFFECTIVE DATE.

PUBLIC COMMENT

No members of the public came forward.

Motion: Vice Mayor Marriott moved, Commissioner Maldonado seconded, and the motion carried 5-0 to adopt Resolution 2025-19.

5. ITEMS FOR DISCUSSION

a. CUP Administration

Discussion included time and administrative effort required for CUP review and enforcement. It was noted that CUPs provide opportunities for negotiation on behalf of residents and the city but also create ongoing demands on staff. It was asked whether the \$500 application fee adequately covers these costs, particularly for enforcement activities such as after-hours code compliance, and suggested that fees should reflect the complexity of applications. Staff confirmed that the fee study is underway and will benchmark this against other communities. Discussion also included the need for differentiated fees, recognizing that some CUPs require extensive review and multiple resubmissions, while others are less complex, and long-term administrative costs after CUP approval, noting that residents should not bear the burden of those expenses. Staff are developing a tracking and enforcement process for current CUPs, including addressing expirations, violations, and the potential for Commission review and removal if conditions are not met. Staff confirmed that the fee study is examining both initial and ongoing administrative costs and the need to account for post-approval workload.

b. SB180

Commissioner Robinson has received emails regarding SB180, but also wanted the City Manager to address a chloride issue. City Manager Robustelli presented data from the City of St. Petersburg showing elevated chloride levels entering its Northwest Water Reclamation Facility from St. Pete Beach's wastewater collection system. Chloride levels have steadily increased since 2018 and have exceeded contractual limits since 2021, likely due to saltwater intrusion through inflow and infiltration (I&I). A prior 2016 study identified compromised pipes and manholes, and the City is now implementing a wastewater capital improvement plan to address these issues. Staff have also begun bi-weekly coordination meetings with St. Petersburg and will present a detailed report at the next meeting. Discussion highlighted concern that this issue had not been presented earlier, given its severity, and requested information on when the problem was first identified, the timeline for corrective action, and whether the City can monitor chloride levels locally at pump and lift stations. Repairs will be costly. Discussion also connected the chloride issue to broader infrastructure challenges, including stormwater drainage and the limitations imposed by SB180. There were questions about the City's readiness for additional development given current system deficiencies and noted that some communities are pursuing legal challenges or moratoria in response to SB180. Concerns were also raised about how this information affects prior approvals for conditional use permits and development concurrency evaluations. City Manager Robustelli said St. Petersburg cannot disconnect service, but they could take legal action if contract provisions are violated. The City intends to remain a good partner and committed to funding necessary improvements. All future development will still be subject to concurrency evaluations to ensure system adequacy, with developers responsible for costs associated with additional capacity if needed.

c. Front Setback Code

The discussion focused on recurring variance requests before the Board of Adjustment related to exterior front staircases encroaching into required setbacks. It was noted that existing setback standards were developed when homes were built at grade and did not account for elevated construction now required for flood resilience. There was concern that the Board of Adjustment is being asked to consider increasing numbers of staircase variances, particularly for new construction where variances are difficult to justify. The discussion proposed the need to review the land development code to allow reasonable flexibility for stair placement, balancing neighborhood character, right-of-way considerations, neighbor impacts, and the opportunity to align setback standards with broader resiliency needs, including fill allowances in low-lying areas. City Manager Robustelli explained the process for amending the code, beginning with a presentation to the Commission for direction, followed by ordinance drafting. Commissioners expressed urgency given the high number of demolition permits and rebuilds and requested that staff prioritize this review. Staff confirmed that a presentation could be brought forward in October, with the potential for an emergency ordinance specifically addressing hurricane-impacted homes.

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

City Clerk – nothing to report

Frances Robustelli, City Manager – There is no change in status on the Publix project. They are reviewing options and may have an update within a month. The Upham Beach renourishment project is scheduled to begin on Sept. 15, and construction will last about a month. Dune construction is not included in this effort.

City Attorney Brookes – He reported the first successful implementation of the recently adopted nuisance abatement ordinance at 191 73rd Avenue. The property was cleaned and brought into compliance before contractors were scheduled to intervene, demonstrating the effectiveness of the ordinance. He appreciated the property owners and tenants for their cooperation.

Commissioner Maldonado – He reported that while some property values are decreasing and others are increasing, a point of contact has been established with the Pinellas County Property Appraiser's Office. This information has been provided to staff to explore holding a workshop or issuing a community advisory to help

residents better understand how property valuations are determined.

Commissioner Rzewnicki – She reported that there’s a Belle Vista community meeting on October 9th at 7:00pm at the triangle park. The Don Cesar Property Owners Corporation invites the city to the 100th anniversary event on November 2nd at the Don Cesar Hotel. The invitation and details are at <https://dcpoc.org/>.

Commissioner Robinson – She is hosting library hours on September 16th at 5:00pm.

Vice Mayor Marriott – nothing to report

Mayor Petrila – He announced that the fall concert series is starting again at Horan Park in October. He will attend the next meeting remotely.

Mayor Petrila adjourned the meeting at 7:27pm.

MINUTES APPROVED: SEPTEMBER 22, 2025

RENEE ROSE
CITY CLERK

ADRIAN PETRILA
MAYOR

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

Agenda Report

Agenda Title Name: Authorize the ratification of the tentative collective bargaining agreement (CBA) reached between City Administration and the International Association of Firefighters (IAFF) Local 4966 for the period October 1, 2025 – September 30, 2028.

Action Request: Motion to authorize the ratification of the tentative collective bargaining agreement between City Administration and the International Association of Firefighters (IAFF) Local 4966 for the period October 1, 2025 – September 30, 2028.

Strategic Objective: Operational Excellence

Date: September 22, 2025

Prepared By: Adam Poirrier, District Chief

Through: Frances Robustelli, City Manager

Summary of Issue: Authorization is requested to ratify the tentative contract agreement reached between City administration and the IAFF for the period October 1, 2025 – September 30, 2028.

Negotiations began in February 2025, ultimately the parties were successful in reaching a tentative agreement on a new CBA, which includes the following key changes:

1. Pay Plan

For FY26, the pay plan has been completely changed with the top end salaries increased by 3%, the distance between steps increased to 5%, and the total steps reduced to 9 for Inspector, Firefighter/EMT, and Firefighter/Paramedic, and reduced to 6 for Lieutenant/EMT and Lieutenant/Paramedic. Wage reopeners will occur for FY27 and FY28. Additional increases have been made to extra pay for special assignments and certifications.

These changes are intended to maintain the City's competitiveness with nearby communities and are

generally consistent with average wages for the fire departments of Treasure Island, Madeira Beach, Seminole, South Pasadena, Gulfport, Lealman, and St. Petersburg.

The cost of the pay plan changes and increases are approximately \$128,651 and have been included in the proposed FY26 budget. Additionally, 42% of the increase will be covered by the Advanced Life Support-First Responder contract with Pinellas County.

2. Holidays

Employees working on City recognized holidays will now be eligible for an additional twelve hours of pay to compensate them for serving our community while other City employees are off.

The cost of the holiday changes and increases are approximately \$17,497 and have been included in the proposed FY26 budget. Additionally, 49% of the increase will be covered by the Advanced Life Support-First Responder contract with Pinellas County.

3. Post Retirement Health Plan

The City and IAFF will jointly work to implement a post-retirement health plan by October 1st, 2026. The plan will be funded by member contributions and a PTO buyback option as defined in the tentative CBA.

4. Legal Changes

The entire CBA was reviewed by the City's contract labor attorney, Colleen Flynn from Johnson Pope, Bokor, Ruppel, & Burns LLP. for legal sufficiency and updated as recommended.

5. Administrative Changes

To ensure fiscal responsibility and long-term efficient and effective operations of fire and EMS services, several administrative changes were made. These changes included the following:

- Enhanced approval process for Paid Time Off (PTO) and Exchange of Duty Requests
- Techniques to minimize the use of Unscheduled PTO
- Overtime call back procedure update to ensure fairness and unit availability

Funding:

Expenditures will increase as stated in the Summary and have been included in the proposed FY26 budget. As mentioned, over 40% of anticipated cost increases will be covered by the Advanced Life Support-First Responder contract with Pinellas County.

Attachments:

1. Tentative IAFF Agreement
2. St.Pete Beach Contract Vote 2025



**AGREEMENT BETWEEN
THE CITY OF ST. PETE BEACH AND
THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS - LOCAL 4966**



OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2028

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ARTICLE 1: PREAMBLE

1.1 Parties.

In accordance with the State of Florida Public Employee Collective Bargaining Statute, this Agreement is entered into by and between the City of St. Pete Beach, a municipality in the State of Florida, hereinafter called the "City", and the International Association of Fire Fighters, Local 4966, hereinafter referred to as the "Union". This Collective Bargaining Agreement is applicable for members as defined in Certificate Number 176 issued to the International Association of Fire Fighters, Local 4966, in accordance with the certification granted by the Public Employee Relations Commission on December 15, 1975 and amended and clarified on September 29, 1986 and October 4, 2006.

1.2 Purpose.

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the City and the members, both individually and collectively, and the Union; to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement.

ARTICLE 2: RECOGNITION

2.1 Recognition of Union.

The City of St. Pete Beach hereby recognizes the International Association of Fire Fighters, Local 4966, as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all members in the bargaining unit.

2.2 Bargaining Unit.

The bargaining unit for which this recognition is accorded is defined in the certification granted by the Public Employee Relations Commission on December 15, 1975 and amended and clarified on September 29, 1986 and October 4, 2006 comprised of all part-time and full-time members within the City of St. Pete Beach Fire Department employed in the classifications of firefighters/EMT, firefighter/paramedics, fire inspectors, up to and including EMT and Paramedic lieutenants. All other members, in other ranks and positions, shall be excluded from this bargaining unit.

2.3 Recognition by Union.

The International Association of Fire Fighters, Local 4966, hereby recognizes the City of St. Pete Beach City Manager or his/her representative as the City's representative for the purpose of collective bargaining.

2.4 Members.

Whenever "Union" member is mentioned in this contract it shall mean a person that has taken the oath of Local 4966 and pays dues to the Local; otherwise "member" shall mean a member of the bargaining unit covered by this Agreement.

ARTICLE 3: MANAGEMENT RIGHTS

3.1 General.

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which the City has not officially abridged, delegated or modified by this Agreement are retained by the City. The City retains the right, subject to the limitations specifically expressed in this contract, to establish and implement rules and procedures, in accordance with applicable laws, governmental regulations and the provisions of the City Personnel Manual including, but not limited to, the following:

- A. To determine the organization of City government.
- B. To determine the purpose of each of its constituent agencies and/or departments.
- C. To exercise control and discretion over the organization and efficiency of operations of the City.
- D. To set standards for services to be offered to the public.
- E. To manage and direct the members of the City, including the establishment of work hours as provided in this Agreement.
- F. To hire, examine, classify, promote, train, transfer, assign, schedule and retain members in positions with the City.
- G. To suspend, demote, discharge or take other disciplinary action against members for just cause.
- H. To increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve members from duties because of lack of work, funds or other legitimate reasons.
- I. To determine the location, methods, means and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work.
- J. To determine the number of members to be employed by the City.
- K. To establish, change or modify the number, types and grades of positions, and members assigned to an organization, unit, department or project.
- L. To establish, change, or modify duties, tasks, responsibilities or requirements within job descriptions in the interest of efficiency, economy, technological change or operating requirements.
- M. To establish, implement and maintain an effective internal security practice.
- N. To promulgate, implement, delete, and enforce any rules concerning member practices or working conditions.

3.2 Emergencies.

If determined by the City Commission that a civil emergency condition exists, including, but not limited to, riots, civil disorders, hurricane or tornado conditions, epidemics, public employee strikes or other similar catastrophes, the City Manager may suspend PTO and other leaves of absence during the time of the declared emergency. All other provisions of the Agreement shall remain in effect, except processing of grievances may be delayed until the emergency condition ceases.

- 3.3** The exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force or any civil or career service regulation.

ARTICLE 4: STRIKES AND PICKETING

4.1 Strikes Prohibited.

Members covered by this Agreement, the Union or its officers, agents and representatives, agree that Section 447.505, of the Florida Public Employees Collective Bargaining Statute prohibit them individually or collectively as public members from participating in a strike against the City of St. Pete Beach, the City, by instigating or supporting in any manner, a strike. Any violation of this section shall subject the violator(s) to the penalties as provided for by law, and the provisions of the City's Personnel Rules and Regulations.

4.2 Penalties.

Any member covered by this Agreement who participates in, is a party to or promotes any of the actions outlined in Section 4.1 shall be subject to disciplinary action up to and including discharge.

ARTICLE 5: NON-DISCRIMINATION

5.1. No Illegal Discrimination.

Neither the City, the Union, nor its members shall unlawfully discriminate against any employee with regard to Union membership or activities or on the basis of age, race, color, sex, religion, national origin, disability, genetic information or any other category protected by applicable law.

5.2. Probationary Employees.

All new members on probationary status shall be eligible for membership in the Union.

5.3. Non-Union Members.

Nothing in this Article is intended to waive the Union's right to decline representation of a nonunion member in the processing of a grievance in accordance with applicable law.

ARTICLE 6: ABSENCE FROM DUTY FOR UNION BUSINESS

6.1 Definitions.

For the purpose of this Article, Union Officials shall be defined as the President, Vice President, Secretary, District Vice President, and Treasurer or their Designee of the International Association of Fire Fighters, Local 4966.

6.2 Union Business.

- A. Up to one (1) employee Union official as defined in Section 6.1 above shall be granted up to three (3) consecutive shifts or days for forty (40) hour employees without pay to attend off-duty IAFF conferences and business provided the employee (1) requests such leave not less than seventy-two hours (72) in advance, and (2) receives permission from the Chief. In situations that could not be foreseen by the employee, the Chief may waive or lessen the request requirement.
- B. The Union steward on the shift shall be allowed to investigate a matter which could rise to the level of a contractual grievance during down time without loss of pay so long as it does not interfere with operations or the work of other on-duty employees, provided this privilege may be withdrawn by the Chief in the event it is abused.
- C. Off-duty Union stewards shall be permitted access to the station during down time to conduct Union business so long as the Chief determines it does not adversely affect operations or interfere with the work of on-duty employees.
- D. Up to three (3) employees will be relieved from duty without loss of pay to engage in collective bargaining negotiations with the City Manager's negotiating team, provided there is no overtime cost to the City to fulfill the Departmental manning requirements.
- E. Approved leaves under this section may be cancelled by the Chief in case of a civil emergency or to ensure proper manning as necessary to ensure public safety and fulfillment of the Departmental mission.

6.3 Other Union Business.

The Chief may agree that activities of Union officials other than as provided in Article 9, will not result in a loss of pay if he determines the absence from duty will not affect efficient operations.

6.4 Union Pool and Trade Time.

- A. Union members shall contribute four (4) hours annually of PTO leave towards a pool of time which may be drawn upon at the discretion of the Union. Donations of PTO leave to this pool must be in increments of four (4) hours and processed in writing upon Union forms. Transfers shall be made upon notification to Human Resources by the Union. The Union will notify the Chief, or his designee, as to disbursement of Union pool time.
- B. Pool time may be disbursed by the Union for the following reasons:
 - 1. Any unpaid activity covered by Section 6.2 above or under Article 9.
 - 2. Approved unpaid absences due to the employee's membership on a pension board for a retirement plan sponsored by the City.
- C. Any other off-duty, non-paid activity directly related to the representation of City employees

in the bargaining unit covered by this Agreement. The Union shall provide the City with an accounting of pool time on or before October 15 of each year.

ARTICLE 7: CHECKOFF

7.1 **Written Authorization.**

Members covered by this Agreement may authorize the City, in writing, to deduct Union dues from their pay and four (4) hours of PTO. Said authorization shall be on a form that meets the requirements of law which shall be supplied by the Union.

7.2 **Continuation.**

Members participating in the dues payroll deduction program may continue to do so as long as the Union remains the certified bargaining agent for the members.

7.3 **Amount.**

The Union shall certify in writing to the City any change in Union dues to be deducted from the wages of members who have authorized such deductions. This request by the Union shall be submitted at least one (1) month in advance of the effective date of any changes.

7.4 **Remittance of Dues.**

Union dues shall be deducted by the City every pay period [twenty-six (26) times annually] and the funds deducted shall be remitted to the Treasurer of the Union within thirty (30) calendar days thereafter.

7.5 **Hold Harmless.**

The Union shall indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the City on account of the payroll deductions. The Union agrees that in case of error, proper adjustment, if any, will be made by the City with the affected employee.

7.6 **Revocation.**

The member will provide both the City and the Union with a thirty (30) day notice prior to any and all Union dues revocation. The payroll deduction shall be revocable by the member notifying the City and the IAFF in writing.

ARTICLE 8: REPRESENTATION

8.1 Stewards.

There may be one (1) Union steward for each shift.

8.2 Solicitation by Union.

Solicitation of membership and the collection of Union money shall not be engaged in during duty hours.

8.3 Solicitation for Charities.

Solicitation for recognized charitable organizations may be conducted during duty hours with prior written approval of the City.

8.4 Use of Department Meeting Room.

Requests for use of the Fire Department meeting room shall be made in writing to the Fire Chief at least twenty-four (24) hours prior to the requested meeting date.

8.5 Change in Policy, Order or Rule.

Prior to implementing and/or changing a special order, general order, training order, SOP, SDP or City PRR, affecting union members, a copy shall be made available to the Union

ARTICLE 9: GRIEVANCE AND ARBITRATION PROCEDURE

9.1 General.

- A. The purpose of this Article is to establish procedures for the fair, expeditious, and orderly adjustment of grievances and is to be used only for the settlement of disputes between the City and employee, or group of members, involving the interpretation or application of this Agreement, including disciplinary action. If the dispute involves the interpretation or application of this Agreement, an employee shall have the option of utilizing the grievance procedures contained in the PRR or the grievance procedure established under this Article. In no case shall the employee use both procedures.
- B. A grievance is defined as a claim of a misinterpretation, misapplication or violation of the specific terms of this Agreement.
- C. A grievance may be submitted under this procedure by one (1) or more aggrieved members or by the Union as a general or class grievance when the matter being grieved involves issues common to more than one (1) employee. A Union general grievance shall be initially submitted at Step Two to the Chief within ten (10) calendar days of the occurrence of the matter from which the grievance arose.
- D. A grievance not submitted within the time limits as prescribed for every step shall be considered untimely. A grievance not appealed to the next step within the time limits established by this grievance procedure shall be considered either settled on the basis of the last answer provided by the City or that the grievant elected not to proceed any further. A grievance not answered within the limits prescribed for the City at each step shall entitle the employee or Union to advance the grievance to the next step. The time limits prescribed herein may be extended by mutual agreement of the Union and City.
- E. The requirements in Steps One through Three for written grievances and answers shall not preclude the aggrieved employee, the Union, if applicable, and the City from orally discussing and resolving the grievance.
- F. A grievant may be accompanied by a Union representative at any time during the grievance procedure. The City will attempt to accommodate all parties in the processing of grievances.
- G. Time spent by members and Union representatives in processing grievances on City property through Step 3 while on duty, shall not result in a loss of wages or benefits, provided they shall conduct themselves at all times so as to not interfere with their work, the work of other members or the operations of the Department, and they shall obtain permission from their immediate supervisor when they are going to be away from their work station for more than ten (10) minutes.
- H. Nothing in this Article shall preclude the appointment of designees in the reasonable absence of the Chief or City Manager.

9.2 Grievance Procedure.

- A. Step One - The aggrieved employee, with or without representation, or the Union shall submit a written grievance to his immediate supervisor within ten (10) calendar days after the occurrence of the matter from which the grievance arose. The written grievance at this step, and all steps hereafter, shall contain the following information:
 - 1. A statement of the grievance, including the date of occurrence, and details, and facts upon which the grievance is based.

2. The article (and section as appropriate) of this Agreement alleged to have been violated.
3. The action, remedy or solution requested by the employee.
4. The signature of the aggrieved employee, or the Union representative in case of class grievances.
5. The date submitted.

The immediate supervisor shall meet with the grievant within seven (7) calendar days of receipt of the written grievance, to discuss and seek a solution to the grievance. Within seven (7) calendar days after the meeting, the immediate supervisor shall give his answer in writing to the grievant.

- B. Step Two - If the grievance is not resolved at Step One, the aggrieved employee may submit a written appeal to the Chief within seven (7) calendar days after receipt of the immediate supervisor's written answer.

Within seven (7) calendar days after receipt of the written appeal, the Chief will meet with the aggrieved employee and/or the Union representative to discuss and seek a solution to the grievance. Within seven (7) calendar days after this meeting, the Chief shall give his written decision to the grievant.

- C. Step Three - If the grievance is not resolved at Step Two, the aggrieved employee may submit a written appeal to the City Manager within seven (7) calendar days after the Chief's, or his designee's, written answer. The City Manager shall meet with the aggrieved employee, and/or the Union representative, and the Chief within seven (7) calendar days of receipt of the written appeal to discuss and seek a resolution of the grievance. Within fourteen (14) calendar days after this meeting, the City Manager shall give his written answer to the grievant and/or the Union representative.

Verbal warnings and written warnings are subject to the grievance procedure only through Step Three, City Manager, and not subject to arbitration.

9.3 **Arbitration Referral.**

- A. If the grievance is not resolved at Step Three, the Union may, within fourteen (14) calendar days after receipt of the Step Three written response, submit a written request for arbitration to the City Manager. Employees shall not be entitled to arbitrate grievances unless the Union refuses to arbitrate an employee's grievance solely because the employee is not a Union member in which event the employee shall be entitled to arbitrate under the same conditions and financial obligations as the Union.
- B. The parties agree, within ten (10) calendar days after the date of receipt of the arbitration request, a list of seven (7) qualified neutrals shall be requested by the Union from the Federal Mediation and Conciliation Service (FMCS) or if FMCS will not provide arbitrators the request will be made to the American Arbitration Association. All arbitrators must reside in Florida or agree to charge travel expenses as if they resided in Tampa, Florida. Within five (5) calendar days after receipt of the list, the parties shall meet and alternately cross out names on the list, and the remaining name shall be the arbitrator. A coin shall be tossed to determine who shall cross out the first name.
- C. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement, and shall confine his decision solely to the interpretation or application of this Agreement. The arbitrator shall not have authority to determine any issues not submitted to him. The arbitrator shall not award any monetary relief to any employee who has not filed a timely written grievance under Section 9.2(A)

- D. Subject to applicable law, the decision of the arbitrator shall be final and binding upon the aggrieved employee and/or the Union, and the City.
- E. The arbitrator's fee and expenses and the fees for the appearance of the court reporter along with the costs associated with the arbitrator's copy of the transcript (if requested) shall be borne equally by the parties to the arbitration.
- F. Attendance at any arbitration procedure and the compensation of participants or witnesses shall be the responsibility of the party requesting the participants or the witnesses. Either party desiring transcripts of the arbitration hearing shall be responsible for the cost of such transcripts. Each party shall be responsible for their own attorney's fees and costs.
- G. The arbitrator shall be requested to render his decision as quickly as possible.
- H. In deciding any grievance resulting in retroactive adjustment, such adjustment shall be limited to the date of the initial occurrence, which gave rise to the need for adjustment.
- I. Upon receipt of the arbitrator's award, corrective action, if any shall be implemented as soon as possible, but in any event not later than fifteen (15) calendar days after receipt of the arbitrator's decision, unless either party appeals.

9.4 Limitations.

Claims of a violation of any law, including those referred to in Articles 5, 13 and Section 10.1 shall be subject to the grievance procedure but shall not be subject to arbitration without the written consent of both the Union and the City.

ARTICLE 10: MEMBER RIGHTS

10.1 **Firefighter Rights.**

The City shall comply with "The Firefighters Bill of Rights", "Garrity Rights" and "Weingarten Rights".

10.2 **Resignation.**

A member under investigation shall not be told that if he does not resign from the department criminal charges will be brought against him.

10.3 **Discipline.**

No member shall be disciplined or discharged without just cause.

10.4 **Inspection and Copying.**

All members shall have the right to inspect and make copies of their personnel records.

10.5 **Adverse Action.**

No adverse action shall be taken against a member because he exercises rights provided in this Article.

10.6 **Relieved From Duty.**

Employees relieved from duty for alleged violations of the law and/or departmental and/or personnel rules and regulations shall remain on full salary and allowances until the pre-disciplinary hearing is concluded so long as the employee and his representative are available within five (5) calendar days of notice of the possible disciplinary action but may thereafter be placed on leave with pay until the Chief makes his final decision as to what disciplinary action, if any, is to be taken.

ARTICLE 11: BULLETIN BOARDS AND CITY E-MAIL

11.1 Location and Size.

At each fire station a Union bulletin board may be erected and maintained by Union Officials. The bulletin boards shall not exceed eight (8) square feet in area and shall be rectangular. Each bulletin board shall be located in the lounge area. The bulletins may be used only for posting:

- A. Notices of Union recreational and social affairs.
- B. Notices of Union elections and results of elections.
- C. Notices of Union appointments and other official business.
- D. Notices of Union meetings.

In addition, IAFF members who have access to City computers may receive e-mail copies of Union business posted on the assigned bulletin board.

11.2 Signing.

All notices posted shall be signed by a Union Official as defined in Article 6.1 of this Agreement.

11.3 Filing with Chief.

Duplicate copies of all notices posted and e-mails sent shall be submitted to the Fire Chief for his/her file. Any material found on the Union bulletin boards not on file with the Fire Chief or not signed by a member of the Union executive board shall be removed by any Fire Department officer.

11.4 Condition and Costs.

All costs incident to preparing and posting Union notices and maintaining Union bulletin boards will be borne by the Union. The Union is responsible for maintaining the Union bulletin boards in an orderly condition.

ARTICLE 12: BEREAVEMENT LEAVE

12.1 Paid Leave.

Members covered by this Agreement shall be granted, upon approval of the City, up to twenty-four (24) hours off with pay at the straight time rate in the event of a death in the member's immediate family. This twenty-four (24) hour period will be charged for the time the employee is away from work in increments of not less than eight (8) hours and within 30 days. For out-of-state funerals, the member will be granted an additional twenty-four (24) hours off with pay for attendance at the funeral for up to a maximum of forty-eight (48) hours.

Members who work a forty (40) hour week will be entitled to up to twenty-four (24) hours with pay if the funeral is in the State of Florida and up to forty (40) hours with pay if the funeral is out-of-state.

Should the City's Personnel Rules and Regulations (PRR) be revised as it relates to Bereavement Leave during the term of this Agreement, members will receive any benefit enhancements over and above items defined by this Agreement.

12.2 Member's Immediate Family.

For the purpose of this Article, the member's immediate family shall be defined as spouse, domestic partner, children, parent, brother, sister, in-laws (father, mother, grandmother, grandfather, brother, sister, son or daughter), any relative living in the same household, stepparent, stepchild, stepbrother or sister, grandmother, grandfather, grandchild, and legal guardian.

12.3 Charging.

Bereavement leave shall not be charged to PTO, except as specifically provided in Section 12.4.

12.4 Additional Time.

Should a member require time in addition to that provided in Section 12.1 of this Article, the member may request additional time from the Fire Chief, or his/her designee. Upon approval by the Chief, any additional time used shall be charged to PTO, provided the member has accrued sufficient time, otherwise the member shall be considered in a leave without pay status.

12.5 Requirements for Pay.

If requested, the member shall provide the Fire Chief with proof of death in his/her immediate family and that he attended the funeral or matters associated with the death before compensation is approved.

ARTICLE 13: MILITARY LEAVE

- 13.1.** A military leave of absence will be provided to members who are absent from work because of service in the U.S. uniformed services in accordance with federal (USERRA) and state law. In order to be eligible for military leave, advance notice of the need for leave and a copy of the military orders is required, unless military service necessity prevents such notice or it is otherwise impossible.

ARTICLE 14: COURT ATTENDANCE AND DEPOSITIONS

14.1 Witness Leave for the City.

Subject to Article 9, members who appear as witnesses on behalf of the City or who are subpoenaed as a witness in a matter which involves City business in which the City is not a party in any judicial or administrative proceeding, including deposition, standby, or who are directed by the City to testify in any proceeding shall have all such time treated as compensable work time. Members are required to report in by phone to the District Chief prior to the start and upon conclusion of any subpoenaed time if required to attend on off shift days.

14.2 Other Court-Related Leave.

- A. Subject to 14.1 above, those members who become plaintiffs or defendants in personal litigation or who testify or appear on behalf of parties and other persons except the City are not eligible for leave with pay unless they request and utilize approved leave as defined by this agreement.
- B. Unless they are parties in the action, members subpoenaed by the Florida State Attorney's Office as witnesses for the State shall receive their normal pay less any witness fees received from the State under the same conditions as applied to jury duty under Section 14.3(A)-(D).

14.3 Jury Leave.

For members called to jury duty, the City shall make up the difference between a regular full-time member's pay for his normal schedule provided the member:

- A. Advises the Chief no later than three (3) working days before he is to report for jury duty or when he is first advised, whichever first occurs.
- B. Returns to duty each day he is released from jury duty when two (2) or more hours remain on his scheduled work day or shift unless he gets permission from the Chief, or his designee, not to return.
- C. Provides the City with a copy of his check for jury pay.
- D. A member who attends court or serves jury duty under the conditions described in paragraph 14.1 above while utilizing PTO shall be allowed to reinstate PTO hours served in court providing satisfactory evidence of the time served on such duty is presented to the City.

14.4 Return to Work.

Members who attend court or any other legal or administrative proceeding for only a portion of a regularly scheduled work day are expected to report to their supervisor when excused or released.

14.5 Reporting.

A member subpoenaed to attend court, give a deposition, attend any administrative hearing, or serve jury duty shall promptly notify his immediate supervisor so that arrangements can be made for his absence.

ARTICLE 15: LEAVE

15.1 Definition.

Paid Time Off (PTO) is an all-inclusive flexible time off policy in place of traditional individual vacation, sick, injury, and personal leave programs. It does not apply to Jury Duty or bereavement leave. PTO is an employee benefit. It is a program to allow employees an established amount of paid absence without regard to the reason, however subject to the requirements and restrictions set forth below.

15.2 Eligibility.

All full-time employees will be eligible to accrue PTO time. No other employees, including Part-time employees shall accrue PTO.

15.3 Usage of Leave.

PTO leave may be used for the following purposes (subject to 15.5 below):

- A. Approved.
- B. Bona fide sickness or injury.
- C. Absence for any number of personal reasons, such as:
 - 1. Medical and dental appointments and treatment which is necessary during working hours.
 - 2. Absences for personal business which cannot be conducted during off duty hours.
 - 3. Holidays other than those observed by the City as official holidays.
 - 4. Maternity/paternity leave.
 - 5. Caring for immediate family members who are ill.
 - 6. Any other approved absence.
- D. To supplement FMLA leave, or a Workers' Compensation absence, only to the extent necessary to make up the difference in all compensation received from any source and the employee's straight time weekly earnings or salary whichever applies.

15.4 Accrual.

- A. Commencing the first payroll following ratification of this Agreement, full-time employees shall accrue PTO leave each payroll as provided in 15.4(C) below:
- B. New hires will be eligible to begin accruing as of their date of hire. Hours available may be used with no waiting period.
- C. Accrual Rates.

<u>Completed Continuous Months of Service</u>	<u>Bi-weekly Accrual</u>	<u>Annual Accrual</u>	<u>Max Accrual End of FY</u>
0 to 59 months	7.385 hours	192 hours	360 hours

60 to 119 months	9.692 hours	252 hours	420 hours
120 + months	12.000 hours	312 hours	480 hours

- D. Should the City's Personnel Rules and Regulations (PRR) be revised as it relates to Accrual Rates during the term of this Agreement, members will receive any benefit enhancements over and above items defined by this Agreement.

15.5 Approval.

- A. Initial PTO request and Kelly Days will be selected via an Annual Leave Selections process based on seniority. The selection process will be defined in an approved SDP with an implementation goal of no later than October 1st, 2026. Once the annual leave selection process is completed, routine requests will be accepted on a first-come-first-serve basis.
- B. In order to ensure effective operational scheduling, PTO time should be requested as far in advance as possible, but in no event less than one (1) workday before the leave is to commence unless the failure to make a timely request is determined by the employee's department director to be for reasons beyond the control of the employee if it does not cause overtime. Scheduled PTO may be taken with less advance notice if an available slot remains.
- C. In the case of unforeseen sickness or injury of the employee or an immediate family member, the employee must advise his/her supervisor or Department Director as soon as possible, but not later than one hour before the employee's scheduled reporting time unless prohibited from doing so for reasons determined by management to be beyond the control of the employee.
- D. When a leave is for FMLA or an absence resulting in three (3) consecutive days, or two consecutive shifts for Fire Department personnel due to sickness or injury, the employee must provide a medical return to work approval from a medical doctor or other health care professional acceptable to management to return to work.
- E. Approval may be withdrawn to meet manning requirements or operational needs.

15.6 Charging Time.

PTO time will be charged for the time the employee is away from work in increments of not less than one (1) hour, except in the case of an excused absence under Section 15.5(B) or FMLA under Section 15.5(C). The minimum shall be one half (1/2) hour.

15.7 Unused PTO Time.

Employees may carry over unused PTO hours from one fiscal year to the next to a maximum of 360 hours (for employees with less than 5 years of service), 420 hours (for employees with more than 5 years but less than 10 years) and 480 hours (for employees with more than 10 years of service). Hours in excess of these maximums at the end of the fiscal year will be forfeited.

15.8 Payment of Unused PTO.

- A. Subject to subparagraph D below, upon any form of separation from City employment, employees are entitled to compensation for any balance of unused PTO hours to a maximum of 240 hours (for employees with less than 5 years of service), 300 hours (for employees with more than 5 years but less than 10 years), and 360 hours (for employees with more than 10 years of service).

- B. Should an employee die while in service, any balance of unused PTO hours will be paid to the designated beneficiary listed on the form for his/her employee's City life insurance.
- C. Payment shall be at the employee's base hourly rate at time of employment termination.
- D. An employee terminated for any of the following reasons shall not be entitled to be paid unused PTO hours at the time of severance:
 - 1. Use of official position for personal advantage.
 - 2. Making false claims or intentional misrepresentation in an attempt to obtain sickness or accident benefits, Workers' Compensation, or any other benefit.
 - 3. Concerted curtailment, restriction of production, or interference with work in or about the City's work stations including, but not limited to, instigating, leading, or participating in any walkout, strike, sit down, stand-in, slowdown, or refusal to return to work at the scheduled time for the scheduled shift.
 - 4. Possession, use, sale, attempt to sell, or procure illegal controlled substances at any time whether on or off City property or whether on or off duty; and possession, use, sale or attempt to sell or procure alcoholic beverages while on duty, or City property, while operating or riding in or on City equipment. Police Officers transporting controlled substances or alcohol as evidence are excluded from this provision.
 - 5. Stealing from the City.
 - 6. Intentionally causing the City to be found in violation of Federal or State law.

15.9 Responsible Use Incentive.

- A. A Responsible Use Incentive Pilot Program will be in place for FY26 and reevaluated for FY27 as a component of other reopened articles.
- B. To reward members that manage their PTO leave, for each 12-month period that a member does not utilize Unscheduled PTO, those members will be awarded \$500. The 12-month period begins on October 1st.

15.10 Kelly Days.

- A. Members will be given a twenty-four (24) hour shift off with pay every thirteenth (13th) shift, but no more than nine (9) in any fiscal year.
- B. Forty (40) hour employees will not be eligible to receive Kelly Days.

15.11 Unused Sick Leave Balance.

- A. Members with sick leave balances as of the date of ratification of this agreement will be retained and only be available for use in a "catastrophic" situation. Catastrophic is defined as any illness, or illness related to the care for an immediate family member or relative living in the same household, lasting longer than seven (7) consecutive working days, or three (3) consecutive shifts for fire personnel. To receive payment, the employee will be required to submit forms the City requires to be completed and a medical excuse acceptable to the City.

Upon separation of employment, or death while in service, the hours remaining in the employee's sick leave bank will be paid out at the employee's then current hourly rate based on the formula set forth below in subsection B, provided there shall be no pay out if:

1. An employee who resigns and does not give at least fourteen (14) calendar days written notice of the intention to resign; or
2. An employee terminated for a reason listed in 15.8 (d) above

Years of Service	% of Sick Leave Payment
0-9 years	0%
10-14 years	30%
15-19 years	40%
20 + years	50%

B. Sick Leave Payment at Death

In the event of the employee's death, the amount of Unused Sick Leave Balance to which the employee would be entitled to in 15.9(B) above will be paid to the designated beneficiary listed on the form for his/her City life insurance.

15.12 Catastrophic Illness Leave.

There shall be a catastrophic sick leave bank (CSLB) into which and from which participating members are eligible to draw in the case of catastrophic illness or injury once they have exhausted all accumulated sick leave as follows:

- A. The parties will continue to jointly administer the CSLB according to the following guidelines:
 1. Participation shall be established by fifty-six (56) hour members contributing twenty-four (24) hours and forty (40) hour members contributing eight (8) hours of their PTO to the CSLB.
 2. Participants must have been continuously employed as a member for one (1) year, but not more than three (3) years. Fifty- six (56) hour members must have at least ninety-six (96) hours of accumulated PTO and forty (40) hour members must have 36 hours of accumulated PTO. Participants must have authorized the City in writing to transfer their contribution and such authorization shall remain effective until withdrawn by written notice to the City Administrative Services Director and the Union.
 3. The City will transfer the contributions to the CSLB.
 4. Hours contributed become property of the CSLB and cannot be refunded.
- B. A Committee of three (3) members of the bargaining unit appointed by the elected officials of Local 4966, IAFF, shall administer the CSLB. All disputes arising from the implementation of this section shall be resolved by the Committee, which shall have final authority.
 1. The Committee shall notify the Human Resources Administrator when a member applies and is accepted to participate in the CSLB.
- C. Participants may withdraw from the bank according to the following procedures:
 1. The participant must produce a physician's certification stating they suffer from a personal debilitating illness or injury and has used all unused sick leave balance. The City reserves the right to require a second physician's opinion.

2. Maximum withdrawal(s) for any one (1) illness, injury or complications arising thereof, shall be eight hundred and six (806) hours. The maximum withdrawal(s) may be increased by mutual agreement between the City and the Union. Withdrawals shall be granted in increments of sixty-seven point two (67.2) hours. Allocations shall be determined by the Committee upon written applications accompanied by a doctor's certificate of incapacity to return to work.
 3. Hours used from the bank may not result in double compensation when combined with other benefits such as Workers' Compensation.
 4. The Committee shall develop such additional rules, restrictions and procedures as necessary to efficiently administer the program and prevent abuse.
 5. Subject to the provisions of this Article, the City shall disburse withdrawals approved in writing by the Committee at the participant's regular straight time rate of pay.
 6. Participants shall accrue all benefits while in CSLB.
- D. There shall be no contribution to the CSLB which shall cause the CSLB to exceed three thousand five hundred (3,500) hours, provided employees not in the CSLB can make the minimum contribution as provided in Section 15.10(A)(1) in order to become members of the CSLB.
- E. Progression of Leave Benefits.

In the event an employee is unable to work due to a non-job-related injury or illness, the employee will utilize leave in the following order:

First: The first two consecutive 24-hour shifts following the off-duty injury/illness, the employee shall receive full base pay utilizing accumulated PTO.

Second: From the third consecutive shift following the off-duty injury-illness through the completion of the twenty-fourth (24th) week following the injury/illness, the employee shall receive sixty percent (60%) of pre-injury base pay as a taxable benefit as provided by CSLB and supplemental leave benefits necessary to bring total compensation including CSLB up to one hundred percent (100%) of per injury/illness base pay levels, using leave in the following order:

1. Any hours remaining in the employee's accumulated unused sick leave bank must be exhausted prior entering catastrophic leave, then
2. Any PTO hours the employee has remaining may be used to supplement the employees pay to one hundred percent (100%) of pre injury/illness levels through the end of the CSLB period.

ARTICLE 16: HOLIDAYS

16.1. Holidays.

- A. Holidays recognized by the City under the PRR are normal workdays for employees on a Section 7(k) schedule. However, members are eligible for the benefits noted in Article 16, section 16.1 when working any holidays recognized by the City under the PRR.
- B. Employees working (including members working an Exchange of Duty Time) on a recognized holiday (24-hour shift that starts on a recognized holiday) shall receive an additional twelve (12) hours of pay at their current hourly rate.
- C. To receive the holiday pay as noted in section 16.1(B), employees cannot utilize Unscheduled PTO the shift immediately prior to the recognized holiday or the shift immediately after the recognized holiday.
- D. If additional holidays are recognized during the term of this contract and added to the PRR, members will be eligible for the same holiday benefits as noted in Article 16, section 16.1.
- E. Forty (40) hour employees shall be granted those City recognized holidays as listed in the PRR.

16.2. Personal Leave Day.

Employees on a Section 7(k) schedule will be entitled to two (2) paid Personal Leave Days each FY, provided, they have been employed six (6) consecutive months. The Personal Leave Day shall be treated procedurally in the same manner as scheduled PTO requests (they must be in writing and approved by the City). Should the member not be able to take the Personal Leave Day during the contractual year because of scheduling by the City, they will be paid twenty-four (24) hours pay at their straight time rate, at the end of the contract year, otherwise Personal Leave Days not taken by the end of the FY shall be lost.

Forty-hour members will be entitled to two (2) paid Personal Leave Days each FY, provided, they have been employed six (6) consecutive months. The personal day shall be taken as a full day and requested in writing on the proper leave form prior to the chosen day. The personal leave day shall be treated as a holiday and therefore is not subject to accrual. The day will be used in the fiscal year, unless departmental management denies the request due to scheduling problems. In this event, the employee shall be compensated for the personal day (at their straight time rate) to which the employee was entitled but not able to use prior to the end of the fiscal year.

16.3. Special Holidays.

- A. Members covered by this Labor Agreement shall also enjoy all special holidays that are observed by the Employer during the term of this Agreement. Special Holidays are defined as non-regularly scheduled holidays established through City Commission action to commemorate a special event or occasion not regularly provided in other Employer documents.
- B. Any special holidays granted per Section 16.3 shall be compensated monetarily for fifty-six (56) hour work week employees at twelve (12) hours regular pay.

ARTICLE 17: GENERAL LEAVE WITHOUT PAY

17.1. Leave of Absence Without Pay Except FMLA Leave.

For leaves without pay, except FMLA leave, or as otherwise provided in this Agreement, the following shall apply:

- A. A regular full-time employee may be granted leave of absence without pay for a period not to exceed one (1) year (inclusive of FMLA leave) for sickness, disability or other reasons considered by the City to be in its best interest. Such leave shall require the prior approval of the Chief and the City Manager.
- B. If for any reason the leave of absence without pay is granted, such leave may subsequently be withdrawn, and the employee recalled to service if determined to be operationally necessary by the City.
- C. All members on leave of absence without pay are subject to these rules.
 - 1. Subject to applicable law, leave without pay shall be granted only when the City determines it will not adversely affect the interests of the City.
 - 2. Failure of a member to return to work upon expiration of approved leave shall result in termination from the City, absent any unforeseen circumstances as determined by the City Manager.
 - 3. A member granted a leave of absence without pay, and who wishes to return before the leave period has expired, must make a request to return early to the Chief as soon as possible to discuss the possible return to work.
 - 4. No PTO leave, or holiday pay will be accrued or earned by a member for the time that the member is on leave without pay.
 - 5. A member, who obtains employment elsewhere, while on authorized leave of absence without pay, will be terminated by the City unless approval has been obtained in advance from the Chief and City Manager.
- D. A member returning from a leave of absence without pay shall be entitled to employment in the same department and position as when the leave began, providing an opening exists. If no vacancies exist, the member may be offered a lesser position for which he is considered by the City to be qualified. If no such vacancies exist at the time, the member may be terminated or the leave extended at the option of the City.

17.2. Effect of Leaves on Insurance Coverage.

- A. Compensable Leave. The City shall continue the employee's group life and hospitalization insurance during compensable leave of absence provided the employee pays his share of the premium.
- B. Workers' Compensation. The City shall continue the employee's group life, dental and hospitalization insurance during an unpaid leave of absence due to a valid Workers' Compensation injury or illness, provided the employee pays his share of the premium, if applicable. If the employee's claim is later determined by law to be invalid, the employee shall reimburse the City for all premiums paid in his behalf during the injury. Failure to repay the City such premium upon demand or under terms agreeable to the City will result in termination of employment, and loss of

accumulated PTO, sick and vacation leave to the extent necessary to cover the reimbursement. To the extent not fully reimbursed, the City may collect the premiums by any means allowed by law.

- C. Other Non-Compensable Leave. If an employee is on an unpaid leave of any type other than FMLA leave, he shall be responsible to pay the full premium for group life and hospitalization insurance beginning the month in which the leave began. The employee shall be entitled to continue coverage for the period of the leave provided he pays the premiums subject to any restrictions imposed by the insurance carrier.

18.1. Residency.

Members covered by this Agreement may reside wherever they wish provided it does not adversely affect their ability to report to work as scheduled and on time.

18.2. Prevailing Rights.

- A. Members covered by this Agreement are entitled to the benefits and rights of and subject to the responsibilities of the Personnel Manual of the City, which are not covered in this Agreement. Disputes under the PRR, except for disciplinary matters, shall be resolved under Section 13 of the PRR and not under Article 9 of this Agreement. If any conflicts occur between this Agreement and the City PRR, this Agreement shall take precedence. All rights, privileges and working conditions enjoyed by the members at the present time, which are not included or addressed in this Agreement shall be presumed to be reasonable and proper and shall not be changed arbitrarily or capriciously which shall mean without any reasonable business or operational reason.
- B. The City has the right to adopt and to change General Orders and Departmental Regulations, which are not in violation of any specific provision of this Agreement, and to enforce same. At the time of drafting of General Orders or amendments to General Orders, written input shall be requested from the Union and any input given by the Union shall remain as an attachment to the proposed General Order until adoption by the City.
- C. Members shall be furnished with a copy of any written reprimand, which they shall be required to sign. Signature of the reprimand shall serve as acknowledgment of receipt only and shall not constitute acceptance of the disciplinary action.
- D. The Union shall be allowed consultation privileges in the establishment of criteria upon which merit increases and bonus awards are granted.
- E. At the City's option, members covered by this Collective Bargaining Agreement shall be entitled to enjoy the benefits resulting from participation in special member programs that are observed by the City during the term of this Agreement. Special member participation programs shall be defined as infrequent or sporadic public service activities, for example: donations of blood to blood banks, nonprofit fund-raising affairs, etc.

18.3. Appendices and Amendments.

No appendices and/or amendments can be made to this Agreement unless they are lettered, dated and signed by the Union and the City and properly ratified.

18.4. Printing of Agreement.

The Employer will make available an electronic copy of this Agreement for all members of the bargaining unit through the Employer's website and internal electronic files.

18.5. Workers' Compensation.

- A. The City will supplement Workers' Compensation for up to three (3) months at the employee's regular straight time rate of pay. This supplement is limited to the number of hours of the employee's regular schedule. After three (3) months, the employee may use accumulated but unused PTO, vacation and sick leave from the frozen banks leave to supplement Workers' Compensation subject to the limitations set forth in this Agreement.

- B. Injury or compensable illness shall be determined to have been incurred while on duty with the City only if such injury is a compensable injury under Florida's Workers' Compensation Law.
- C. Length of disability shall be determined by the City's physician in accordance with the Workers' Compensation Law.
- D. PTO accrual shall continue for a maximum of twelve (12) months for members who are receiving worker's compensation benefits due to a compensable on-the-job injury or compensable illness unless placed on leave without pay status.
- E. If the member's claim is later determined by law to be invalid, the member shall reimburse the City for supplemental compensation received and as to benefits received or accrued, he shall be treated as having been on unpaid leave of absence; provided, he shall not be required to repay accrued PTO leave used to supplement Workers' Compensation. Failure to repay the City upon demand or under terms agreeable to the City will result in termination of employment, and loss of accumulated PTO leave to the extent necessary to cover the reimbursement. To the extent not fully reimbursed, the City may collect by any means allowed by law.

18.6. Light Duty.

- A. If a member is released by a physician for "light duty", return to light duty shall be at the option of the City based on its operational needs. Light duty is not guaranteed, and the City shall not be required to create a position or work to accommodate a light duty request. If there is a position vacant at the time of the light duty request, for which the member is qualified and meets the requirements outlined by the member's physician, the member may be temporarily placed in that position. Refusal to accept a light-duty assignment by the City Manager, or his designee, which the member is capable of performing in accordance with applicable law will result in termination of employment.
- B. The member will be paid his normal hourly rate for light duty work; provided; members on a Section 7(k) schedule in the Fire Department who are assigned light duty on another schedule shall have their normal hourly rate multiplied by 1.40.
- C. No PTO leave will be charged for those hours worked while on light duty.

18.7. Maternity Leave.

- A. Maternity leave is a period of approved absence for incapacitation related to pregnancy and follows the specified rules outlined in the Family/Medical Leave Act.
- B. The time when a pregnant woman should leave or return to work will be determined on an individual basis and will depend on the physical condition of the particular employee and the nature of the employee's job.
 - 1. An employee will be permitted to continue to work as long as the conditions of the pregnancy do not adversely impair the employee's work performance or health. The judgment of the Department Director and the City Manager concerning the beginning of maternity leave shall be based on the written medical opinion of the employee's physician, the nature of the job and/or the employee's ability to perform essential tasks.
 - 2. The date an employee shall return to work following maternity leave may be based on a medical statement from a certified physician stating that the employee is able to perform the essential tasks of the employee's position. It shall be the responsibility of the employee to obtain and submit the physician's medical statement.

18.8. Uniforms.

All uniforms, shorts, T-shirts, Job shirts, safety shoes, belts, hats, and protective clothing and devices (i.e., helmets, face protection, etc.) required by the City to be worn on duty by members covered by this Agreement shall continue to be furnished without cost to the members by the City, with the exception of IRS taxing requirements. However, if the member loses or abuses any of the furnished clothing or equipment, the costs for replacement of such shall be borne by the member.

18.9. Indemnification.

To the extent allowed by applicable law, the City shall provide a defense in all suits against members covered by this Agreement and protect said members from any liability as long as they are acting within the scope and authority of their employment.

18.10. Damaged Personal Property.

- A. Prescription eyeglasses, contact lenses, hearing aids, and watches of members that are lost, damaged or destroyed in the line of duty, except through member negligence, shall be replaced or repaired at the City's expense subject to the following restrictions. The City shall not be held responsible for any other personal property, which is lost, damaged or destroyed in the line of duty.
 - 1. The maximum reimbursement for prescription eyeglasses, contact lenses and hearing aids shall be the cost of replacing the precise item with one of equal quality or two hundred fifty dollars (\$250.00), whichever is less.
 - 2. The maximum reimbursement for watches shall be the cost of replacing the item with one of equal quality or one hundred fifty dollars (\$150.00), whichever is less.
 - 3. Requests for reimbursement for the lost or damaged personal property shall be made in writing to the member's immediate supervisor during the work shift in which the article of personal property was damaged or lost.
 - 4. Except when lost, the item for which reimbursement is sought must be turned in along with the written request for reimbursement.
 - 5. Reimbursement for lost or damaged personal property must be approved by the City.

18.11. Outside Employment.

- A. Members will not engage in outside employment which may in any way hinder the proper performance of their public employment duties or impair the efficiency of the Fire Department as determined by the City.
- B. No member shall engage in outside employment with, render services for, any person or business transacting business with any agency or department of the City without approval of the Chief.
- C. Members who engage in secondary employment shall do so only with approval of the Chief and the understanding and acceptance that their primary duty obligation and responsibilities are to the City. Members who engage in secondary employment will provide a source of telephone communications with the place of off-duty employment, and such information shall be kept current at all times.
- D. All members are subject to call at any time for emergencies for mandatory overtime duty, and no secondary employment may interfere with this obligation. Members may be subject to disciplinary action under this section if they fail to report for emergency or overtime duty after being ordered to do so.

- E. The City may require proof of Workers' Compensation coverage by the outside employer when the employee works for an employer other than himself. A member shall not drive any City owned vehicle to his outside employment, nor take any City owned equipment to said employment.
- F. Members may not work at outside employment while on an unpaid leave of absence from the City, except with the authorization of the Chief.
- G. Members who are injured while working another job or jobs are required to notify the Chief, or his designee, immediately.

18.12. Letters of Recommendation.

- A. The members and/or the Union shall not make comments to prospective employers of members who have retired from or otherwise terminated employment with the City. All communication with prospective employers about former employees shall be by City Manager, or his designee.
- B. The City agrees that a member shall have the right to include in the member's official personnel record a written and signed refutation (including signed witness statements) of any material the member considers to be detrimental.

18.13. Ordinances.

The City shall notify the Union of any ordinance to be enacted by the City prior to its adoption if such ordinance may affect the working conditions, benefits or retirement of the members.

18.14. Group Insurance and Carousel Benefit Program.

- A. Group Insurance
 - 1. Health Insurance. The Employer shall provide health insurance selected by the Employer to include dependent coverage at the option of the employee. In the event that more than one (1) plan is offered, the Employer shall pay the individual premium cost for the lowest plan offered.
 - 2. Dependent Coverage. The employee shall have the choice of plans offered by the Employer and shall be responsible for the premium cost for dependent coverage not paid by the Employer.
 - 3. Life Insurance. The Employer will provide life insurance coverage for employees in the amount of one times the employee's annual base salary. This coverage will be in addition to any life insurance required by state law, if any, for a particular classification or group of employees.
 - 4. Retirees. Upon retirement under a City sponsored retirement plan, a retiree shall be allowed to continue participation in the City Group Medical Plan for himself and his dependents at his own cost under conditions acceptable to the City as to payment, subject to the terms of the Plan and applicable law.

B. Carousel Benefits Program

1. A member may elect not to participate in the City Group Medical Insurance Plan upon proof acceptable to the City that the member is covered by another health plan.
2. A member wishing to opt out of the City Group Medical Insurance Plan shall complete the forms and supply proof of other coverage with the Personnel Office.
3. If approved by the City, the member will be paid the same as other City employees who opt out in lieu of Group Medical Insurance coverage for those weeks he would have been covered by the City plan but for his opt out.
4. The member may utilize the amount received as he wishes, including participating in voluntary benefit plans offered by the City.
5. It is the obligation of the member to advise the City in writing immediately in the event the member no longer has other Group Medical Insurance or the plan on which the City allowing the opt out has changed.
6. The City reserves the right to withdraw its approval of a member's opts out at any time for failure to provide satisfactory proof of alternative coverage, and to change benefit options available to all City members.

18.15. Educational Reimbursement Program.

Section 27 – Educational Incentives and Benefits – of the City PRR is attached hereto and incorporated herein as a part of Appendix III.

18.16. Travel Pay.

When a member is ordered to report to another station after reporting to the member's regular duty station and the member used his/her personal vehicle to travel to the other station, the member shall be paid mileage in accordance with GSA standards for personal vehicle use for the actual miles traveled from the regularly assigned duty station to alternate duty station. Payment shall be made from petty cash or by check at the City's option.

18.17. Drugs and Alcohol.

- A. PRR Section 26 is attached hereto and made a part hereof as part of Appendix II.
- B. A member shall have the right to have a Union representative present at any meeting with management involving their possible violation of this Section provided that no undue delay is caused.

18.18. Smoking and Use of Tobacco Products.

- A. The City agrees to hire only members who do not smoke or use tobacco products on or off duty.
- B. Smoking or using any tobacco product, on or off duty shall be grounds for immediate dismissal.
- C. Other than provided above, PRR Section 26.01 shall apply to members.

18.19. Section 457 Plan.

Employees of the City shall be afforded the option of participating in an IRS qualified retirement program governed by the Internal Revenue Code 457 offered to other City employees, which shall include the IAFF Financial Corporation 457 Plan, provided it is and remains IRS qualified. Employees will be entitled to transfer 457 Plan assets to the plan of choice without penalty by the City. Any additional cost of this IAFF 457 Plan over and above the cost of the current plans shall be borne by the Union. Unless otherwise provided by applicable law, the City shall have no obligation under this IAFF 457 Plan other than to make employee contributions to the Plan from the employee's City earnings as allowed by law and as directed in writing by the employee.

ARTICLE 19: INOCULATION

- 19.1.** The City agrees to pay reasonable expenses for inoculation or immunization shots for members and the member's immediate family residing in the member's household when such becomes necessary as a result of said member's exposure to contagious diseases in the line of duty. The member shall make all reasonable efforts to have this service performed at no cost by the County Health Department or other agency.

ARTICLE 20: HEALTH AND SAFETY

20.1 Safety Committee.

- A. In accordance with provisions of Florida Statutes Florida Firefighters Occupation Safety and Health Act 633.502 - 633.536, Management will provide and maintain safe working conditions. The Union Local 4966 will cooperate and encourage the employees to work in a safe manner.
- B. In accordance with F.S. 633.522, 69A-62.402, 69A-62.403, F.A.C, there shall be established a joint Health and Safety Committee which shall be comprised of five (5) members.
- C. Management shall determine the length of tenure for all members of the safety committee and ensure that the number of management representatives shall not exceed the number of firefighter employee representatives.
- D. Management shall identify the firefighter employee representatives for the safety committee from firefighter employees who are volunteers or who are elected from their co-workers. When sufficient firefighter employee representation is not otherwise met, management shall select and appoint firefighter employees to the committee.
- E. The Health and Safety Committee shall meet no less than quarterly. Special meetings may also be called at other times by a majority of the committee or as the City or Union request. Such special meetings may supersede regularly scheduled quarterly meetings.
- F. The purpose of such meetings shall reflect the purpose established by Florida Statutes section 633.
- G. The committee shall elect a chair and maintain accurate minutes and communicate the location and availability of the minutes to all firefighter employees. Safety committee records, or true copies thereof, shall be maintained by management for a period of not less than three calendar years. A majority of members shall constitute a quorum and is required before official business may be transacted at a meeting. The City and Union encourage the committee to distribute information germane to the health and safety of the Fire Department members as approved by the committee and Fire Chief.
- H. The committee shall serve in an advisory capacity to the Fire Chief. Any recommendations made by this committee shall not be binding upon management and final action regarding any such recommendation, either to accept or reject the recommendation as submitted, shall be in the sole discretion of the Fire Chief. However, all decisions of the Fire Chief regarding said recommendations will be given, in writing, within thirty (30) days of receipt of the recommendation from the committee.
- I. The committee shall also provide a report to the Fire Chief, prior to budget preparation regarding concerns about facilities, apparatus, equipment and clothing. In order to achieve the goals of providing the best available protective equipment for all employees, all new clothing and equipment which features a design change shall be submitted to the joint health and safety committee.
- J. The department shall work towards incorporation of NFPA (National Fire Protection Agency) 1500 Standard on a voluntary basis. The committee chair shall be responsible for maintaining the NFPA 1500 Fire Department Occupation Safety and Health Program tracking system, updating annually no later than February 1st. This updating shall identify costs, justifications, and funding source(s)

for new safety programs and equipment required to meet the objectives of NFPA 1500. Equipment purchased under this provision shall comply with NFPA Standards in effective at time of order.

K. Duties and Functions of the Safety Committee

1. Establish and communicate procedures for conducting internal safety inspections of the workplace. When approved by the firefighter employer, these procedures shall be used to evaluate the effectiveness of engineering, administrative, and personal protective control measures provided by the firefighter employer to protect firefighter employees from recognized hazards in the work and work environment;
2. Establish and communicate procedures approved by the firefighter employer by which the firefighter employer shall investigate all workplace accidents, safety-related incidents, reportable injuries, illnesses, diseases, and fatalities;
3. Evaluate the effectiveness of and recommend improvements to the firefighter employer's safety rules, policies, and procedures for accident and illness prevention programs in the workplace and, when approved by the firefighter employer, ensure that written updates and changes to rules, policies, and procedures of the safety programs are completed;
4. Establish and communicate guidelines for the training of members on the requirements of this rule chapter;
5. Post the scheduled date, time, and location of committee meetings in a conspicuous place where firefighter employees normally gather;
6. Provide minutes of the committee meetings in a conspicuous place where firefighter employees normally gather and provide a copy thereof to individual firefighter employees upon written request; and,
7. Retain in the workplace all original written communications between the firefighter employer and the committee, or true copies thereof, for a period of not less than three calendar years.

20.2 Recommendations.

The City shall make reasonable efforts to provide and maintain safe working conditions. To this end, the Union shall cooperate and encourage the members to work in a safe manner. The City shall receive and consider written recommendations with respect to safety matters from any member, the Safety Committee or the Union collectively and respond in writing within thirty (30) working days.

20.3 Equipment and Devices.

The City shall provide proper and necessary safety equipment and devices are deemed necessary by the City. Such equipment and devices, where provided, shall be used. Failure by members to utilize provided equipment or devices shall be subject to disciplinary measures.

20.4 Return of Uniforms and Equipment.

In the event a member leaves the employ of the department, the member shall return all uniforms and safety equipment to the department.

20.5 Reporting.

Members shall immediately report any and all unsafe or potentially unsafe conditions to the Chief, or his designee. After discussion with the Chief, the Safety Committee may report to the City Manager any condition it considers unsafe that has not been resolved in a reasonable time by the Chief.

ARTICLE 21: SENIORITY, LAYOFF AND RECALL

21.1 Definitions.

- A. City seniority shall be defined as the length of time since the member's most recent date of employment or re-employment with the City. City seniority shall be used for purposes of determining service awards and other matters based on length of continuous service with the City.
- B. Classification seniority shall be defined as length of continuous employment in a classification. Classification seniority shall be used in a consideration for layoff, recall, merit reviews and promotions.
- C. Departmental seniority shall be defined as length of continuous employment in the Fire Department. Departmental seniority shall be used for the purpose of scheduling vacations.
- D. Classification shall be defined as a group of members who share similar work duties as established by the City, i.e., Firefighter/EMT, Firefighter/Paramedic, Lieutenant/EMT, Lieutenant/Paramedic, etc.

21.2 Seniority Accrual.

Unless the law requires otherwise, seniority shall accrue during active pay status and during leaves without pay status, which do not exceed thirty (30) consecutive calendar days. Leaves of absence without pay for periods in excess of thirty (30) consecutive calendar days shall cause the seniority dates to be adjusted.

(EXAMPLE: If a member takes a leave of absence without pay for a six (6) month period and then returns to work, the member's seniority does not include the six (6) months period of leave without pay.)

21.3 Probation.

- A. All new members shall be placed on twelve (12) months probation in accordance with the following:
 - 1. Upon graduation from the Fire Academy, or
 - 2. From the date of hire if the new member has previously fulfilled the requirements of the State of Florida Firefighters Standards Council; or
 - 3. From the date of promotion if the member has been promoted or reclassified.
- B. Members on probation under A (1) and (2) above serve at the will and pleasure of the City.
- C. In the event a promotional appointee is found to be unable or unwilling to perform the duties of the position to which the member was promoted, the member shall be returned to the position and status held immediately before the promotion, if the position is vacant; or the member may be transferred to a vacancy within the same pay range subject to the approval of the Chief. If there are no vacancies, the member may seek to bump under Section 21.5 and if unable to do so will be dismissed but may be considered for any future vacancies for which the member is qualified.
- D. Extension of probation. Members out on leave or working light duty, while on probation will have the probationary period extended, on a day-by-day basis equal to the amount of leave time taken light duty time worked. Members shall not be removed from initial or promotional probation without the express, written approval by the Chief and City Manager.

Loss of Seniority.

Seniority shall be preserved except in the following cases:

- A. Separation from employment.
- B. Layoff exceeding twelve (12) months.
- C. Absence without authorized leave for two (2) work shift(s).
- D. Failure to report to the City the intention of returning to work within three (3) calendar days of receipt of certified mail of a recall offer notice.
- E. Failure to return from Military Leave within the time limits prescribed by law.

21.4 Layoff/Bumping.

- A. In the event of a layoff, the City shall notify the Union as far in advance as possible.
- B. There shall be three (3) classifications under this section, being Firefighter/Paramedic, Firefighter/EMT and Lieutenant.
- C. In the event the City decides to lay off members within a classification, the Chief will determine the number to be laid off, and the City will first lay off those members employed on a probationary basis in the classification.
- D. If further layoffs are necessary, selection from among regular, full-time members in the classification shall be made as follows:

Classification seniority shall be determinative as between employees the Chief determines have the same ability and skills to perform the work.

- E. The senior Lieutenant, who would otherwise be laid off, depending on whether he is a Paramedic or an EMT, may bump the junior Firefighter/Paramedic or Firefighter/EMT over whom he has departmental seniority, provided the Chief determines he is qualified to perform all of the remaining work.
- F. The senior Firefighter/Paramedic who would otherwise be laid off may bump the junior Firefighter/EMT employee over whom he has departmental seniority, provided the Chief determines he is qualified to perform all of the remaining work.
- G. The employee who bumps into a lower classification under paragraphs (E) or (F) above shall be paid in the classification to which he bumps just as if he were demoted.

21.5 Recall.

- A. Subject to Section 21.7 below, members in layoff status shall retain reemployment rights for twelve (12) months and shall have preference to employment over other outside applicants on eligibility lists.
- B. Recall shall be by job classification in reverse order of layoff so long as the employee to be recalled is qualified to perform the job.
- C. Recall shall be made by certified mail to the last address in the City's records. Within three (3) calendar days of receipt, the laid off member must advise the City in writing of the intention of

returning to work. Return will be arranged between the Chief and the member but must be within fourteen (14) calendar days of the member contact with the Chief unless the Chief agrees otherwise. If there is no response from the member within ten (10) calendar days from the date of mailing, the employee shall no longer have recall rights and shall be re-employed only at the option of the City.

- D. A laid off member who is temporarily unable to accept recall due to medical reasons, as certified by an attending physician, may request to be placed in a leave of absence without pay status for a period not to exceed thirty (30) calendar days.
- E. A member recalled within twelve (12) months of the layoff date shall keep the same seniority dates as had existed before the layoff.

21.6 Permanent Layoffs.

In some cases, the City may utilize a layoff under circumstances where there is no reasonable expectation to return to work. Such layoffs will be designated permanent and the members laid off shall not be eligible for recall.

- A. Full-time members who have completed their initial probationary period and who are scheduled to be permanently laid off for lack of work, funds or other reasons where there is no fault on the part of the member shall be eligible to receive severance pay as follows:
 - 1. One (1) week of pay at their straight time hourly rate or salary, whichever applies, less statutory deductions, for each full year of service as an employee of St. Pete Beach, capped at twelve (12) weeks.
 - 2. The member's last annual performance evaluation must be satisfactory or better and the member must be on active duty not on leave of absence or suspension without pay.
 - 3. The member must have unsuccessfully sought to bump, unless there is no job to which the member may bump covered under this Agreement.
 - 4. The member must execute a release of all claims drafted by the city, including the right to file a grievance under this Agreement, as well as any and all judicial and/or administrative claims.
- B. Members who have recall rights may elect to retain recall rights in lieu of severance pay as provided in this Section.

ARTICLE 22: PROMOTIONS AND TRANSFERS

22.1 Promotion.

- A. The City shall establish and maintain promotional criteria upon which promotional examination shall be made. The Union shall be allowed consultation privileges in the establishment of such criteria. All promotions shall be based upon formal examination, which is to include both written and oral elements.
- B. Promotions shall be based upon the requirements of the job position to be filled and the qualifications of the persons under consideration. The City shall include at least the following qualities in the promotional criteria:
 - 1. Post high school education including fire service training courses.
 - 2. Administration, management or supervisory training or experience in the fire service or related field.
 - 3. Responsible experience in the fire service or related field.
 - 4. Performance evaluations.
- C. All members with the minimum qualifications shall be eligible to take promotional examinations.
 - 1. The selection shall be made as follows: Written, oral and practical examinations shall be given by the Chief, or his designees.
 - 2. Notice of the examinations, a listing of the study materials, the minimum qualifications for taking the examinations, and the minimum qualifying score on the examinations, if any, shall be posted on the Departmental bulletin boards not less than sixty (60) days prior to the first examination in the series.
 - 3. The Chief shall select from among the five (5) candidates with the highest total scores on the examinations when a permanent vacancy arises.
 - 4. Members on the promotion list will be removed if they are disciplined by suspension without pay, or demotion.
 - 5. The list shall be valid for eighteen (18) months.
- D. A member who is promoted to a position in a higher grade shall receive an increase in pay. The new pay shall be at the pay step within the new pay grade, which is a minimum of five percent (5%) above the member's current pay step. Progression of the member from the current step to the next higher step in the pay plan shall continue in accordance with APPENDIX I of this Agreement on the individual member's anniversary date in the new classification.
- E. A member who receives a lateral transfer to a new position at the same grade level shall not be eligible for an increase in pay. The lateral transfer shall not affect the anniversary date in classification.
- F. A member who is demoted to a position in a lower grade shall receive a decrease in pay to the STEP in the new classification necessary to reduce the member's pay by not less than five percent (5%). The new pay shall be frozen for two (2) calendar years following the demotion or until the new pay is equal to or less than the appropriate pay STEP for the new position wherein the member shall be entitled to progress from the demoted STEP to the next higher STEP in the pay plan in accordance with Section 24.2 of this Agreement.

22.2 Transfers.

- A. All members in this bargaining unit shall have the right to request a transfer to any vacant position.
- B. Except for promotions under Section 22.1, when a position is vacant in the Fire Department, members desiring transfers to that position must submit written transfer requests to their lieutenant prior to the position being advertised.
- C. All transfer requests must show present assignment, desired assignment and date of request. Transfer request will be kept on file for six (6) months and may be renewed if requested in writing by the member.
- D. Departmental seniority shall be considered when filling a position by transfer. Final authority for any transfer rests with the City.
- E. When a member is transferred from Firefighter EMT to Firefighter Paramedic the member shall move to the corresponding step in the Firefighter Paramedic Pay Plan (e.g. Step 4 Firefighter EMT to Step 4 Firefighter Paramedic). The transfer shall not change the employee's anniversary date.
- F. Members promoted from Firefighter EMT or Firefighter Paramedic to Lieutenant will be subject to the terms defined in 22.1(D) of this Article (22).

ARTICLE 23: WORK WEEK AND OVERTIME

23.1 Hours Worked.

- A. The workweek shall consist of seven (7) consecutive days, commencing on Monday at 12 o'clock midnight and ending the following Sunday at 11:59 PM.
- B. The work period shall be two hundred twelve (212) hours in a twenty-eight (28) day work cycle with a normal schedule of twenty-four (24) hours on and forty-eight (48) hours off.
- C. Work hours include all time a member is required to be on duty or on the Employer's premises, or at a prescribed work place, provided time spent in attendance at educational courses, meetings or seminars shall not be considered work hours unless said educational time is mandatorily required by the Employer. Continuing education courses, attended for the purpose of maintaining state or county certification shall not be considered as work hours if the member has not availed himself/herself of the opportunity to attend such course while on duty. Administration reserves the right to consider special circumstances.
- D. Those members in the classification of Fire Inspector will be on a forty (40) hour per week schedule. The work week shall be Monday through Friday, beginning at 0800 hour and ending at 1700 hour with a one (1) hour lunch period, unless otherwise mutually agreed to by the employee and departmental management.
- E. Members ordered back to work (Mandatory Overtime) during the Response Phase, as defined in the City's Comprehensive Emergency Management Plan, of a declared disaster by the Mayor, Governor, or U.S. President shall be paid at the time and a half rate for hours worked outside of their normal scheduled shifts.

23.2 Overtime.

- A. Overtime
 - 1. FLSA Overtime

Members are paid overtime at one and one-half (1 1/2) their regular rate for all hours worked in excess of two hundred twelve (212) in a twenty-eight (28) day work period.
 - 2. Premium Overtime

Members are paid overtime at one and one-half (1 1/2) their regular rate for all hours in excess of their regular schedule in the fourteen (14) day work period.
 - 3. Time Counted

Actual hours worked ("sweat hours"), PTO, Kelly days, conference/training time, special assignments made pursuant to Section 23.6 below and jury duty shall be considered as hours worked for determining eligibility for overtime under subsections (A)(1) and (A)(2) above. No other time such as unscheduled PTO and personal days shall be considered as hours worked.
- B. Regular Rate

The regular rate for members shall be calculated by dividing their base annual salary by 2912.
- C. Duplication

There shall be no duplication or pyramiding of overtime or overtime and premium pay.

D. Overtime Call Back (Voluntary)

1. Voluntary overtime will be accomplished utilizing a rotating list. This list will be established based on the current overtime list at the implementation of the contract. Members hired after the implementation of the contract will be added to the top of the list once eligible for overtime.
2. When overtime is determined to be needed for the following shift, overtime requirements will be published by noon daily with results posted as close to 4pm as possible. If additional overtime assignment(s) are determined to be needed after the initial published requirements, the additional need(s) will be published.
3. Members will be eligible to volunteer for a full twenty-four (24) hour overtime assignment, or in increments of twelve (12) hours (0800-2000 or 2000-0800) for a twenty-four (24) hour shift.
4. The eligible member(s) who volunteers and is(are) highest on the rotating overtime list will be awarded the overtime position(s), with preference given to the member who volunteers for a full twenty-four (24) hour overtime assignment even if the member(s) is lower than a member(s) who volunteers for an increment of twelve (12) hours.

Members who accept overtime assignments of twelve (12) hours or more, will move to the bottom of the rotating overtime list. Overtime assignments of less than twelve (12) hours will not cause members to move.

E. Overtime Call Back (Mandatory)

1. If overtime requirements cannot be filled utilizing voluntary overtime, mandatory overtime will be utilized. Mandatory overtime will be accomplished utilizing the same rotating overtime list.
2. Mandatory overtime will be assigned to the first eligible member(s) on the top of the rotating overtime list. Members who are required to work mandatory overtime will be notified as soon as practical.
3. Member(s) who are required to work mandatory overtime will have the option to be moved to the bottom of the rotating overtime list or remain in the same position.
4. For purposes of this section only, mandatory overtime will be paid at the time and one-half (1 ½) rate regardless of any time off in the pay cycle.
5. Members who are scheduled for twenty-four (24) hours leave on their next shift shall not be eligible for mandatory overtime unless all other options on the rotating overtime list have been exhausted.
6. Members who are working overtime or on an exchange for duty will not be eligible for mandatory overtime unless all other options on the rotating list have been exhausted.
7. Members will not be required to work more than twenty-four (24) hours in a single pay period unless all other options on the rotating overtime list have been exhausted.

23.3 Work Schedule of Shift Changes and Transfers.

It is the intent of this Agreement that the City shall not transfer members or make work schedule or shift changes unless it is necessary for the efficient or effective operation of the Fire Department. Whenever

possible, transfers of work schedule or shift changes shall be announced ten (10) calendar days before the change is to take place. Further, the City agrees to consider departmental seniority in developing of work schedule or shift changes whenever practical.

23.4 Exchange of Duty Time.

Upon approval by the Chief, or his designee, members may exchange on-duty time under the following conditions:

- A. There would be no additional burden or expense upon the City.
- B. The request shall be made in writing on an approved Exchange of Duty Time form to the Fire Chief, or his designee
- C. The exchange must be approved by the Fire Chief, or his designee prior to the exchange.
- D. Each exchange of time shall be limited to one (1) twenty-four (24) hour period.
- E. Under no circumstance are employees permitted to pay back any exchange of duty time monetarily. All exchanges must be made in a way that the employees trade equal duty hours.
- F. Probationary employees, excluding those serving a probationary period due to a promotion or lateral move (EMT to Paramedic), will not be permitted to exchange duty days until they are eligible for overtime unless special permission is granted by the Fire Chief or designee.
- G. The member being relieved shall not be eligible for Workers' Compensation or other associated benefits, which would ordinarily be connected with an on-duty injury but shall be eligible to receive the regular salary for the fill-in period.
- H. The person working the time shall be covered by all applicable benefits in case of on-duty injury while filling in but shall not receive compensation for the fill-in period.
- I. The member agreeing to fill-in for another shall remain on duty for the full period of time. Time off for the member filling in shall be permitted only in cases of emergency or sickness.
- J. The member who agrees to work exchange of duty time will bear all responsibility for not filling the position on the day that they agreed to work and will be charged with Unscheduled PTO for all hours.
- K. Members shall be allowed trade a "Kelly Day" within shift if done during the same FLSA cycle under the conditions as specified in this article.

23.5 Relief.

It is the intent of the City to provide relief at any working incident, which exceeds four (4) hours.

23.6 Special Event Detail.

- A. Any type of function or special event within the corporate limits of St. Pete Beach, which would require extra fire or EMS services (as determined by the Employer) to assist with said function or special event shall utilize members before requesting assistance from any other fire or EMS organization.

- B. Members assigned to a special event that is subject to city reimbursement shall be paid at the Reimbursable Overtime Rate of fifty (50) dollars per hour worked. All other special events shall be subject to normal overtime requirements. Should the reimbursement rate that the city charges for special events increase during this contract, the city will increase the Reimbursable Overtime Rate accordingly, after factoring in employer costs.
- C. When operationally feasible, special events will be posted three (3) days in advance. Selection from employees who sign up for the event will be made by job classification seniority. If sufficient employees do not sign up, employees will be mandatory assigned in accordance with overtime call-back procedures.
- D. Special events worked under Section 23.6(A) for outside entities or the City shall be considered as hours worked for determining eligibility for overtime pay.
- E. As a means by which to compensate members for the inconvenience resulting from a cancellation of a special event within twenty-four (24) hours of the start time, members will be compensated for one (1) hour at the Reimbursable Overtime Rate for events subject to city reimbursement and at the members time and a half (1 ½) rate for all other events.

ARTICLE 24: PAY PLAN

24.1 Annual Base Salary and Classifications.

- A. Members covered by this Agreement shall be paid in accordance with the Pay Plan during the term of this Agreement. The Pay Plan for the period of this contract is set forth in Appendix I.
- B. Firefighter/EMT status shall be considered to be the minimum requirement for employment with the City. Status in other classifications shall determine eligibility for manning in the other classifications.

Members assigned to other classifications shall be expected to retain their eligibility for their respective assignments. Should a member fail to retain eligibility in an assigned classification, the member shall be reassigned to another status for which the member is eligible in accordance with the provisions of Article 21, Seniority, Layoff and Recall, provided a position in another classification for which the member is eligible is available. Should a position not be available, the member shall be terminated or, at the discretion of the City, transferred to another department or division.

- C. A firefighter is a member who meets the minimum standards established for a firefighter by the State of Florida.
- D. A firefighter/EMT is a member who has successfully completed and passed an EMT training program recognized by the department and who has met such other qualifications as may be established by the State of Florida to be an EMT.
- E. A firefighter/Paramedic is a member who has successfully completed and passed a paramedic training program recognized by the department and who has met such other qualifications as may be established by the State of Florida to be a paramedic.
- F. A Lieutenant is a member who works in a supervisory position over shift personnel and will be classified as an EMT or Paramedic based on his current qualifications established by the department and the State of Florida for such certification.

24.2 Progression in the Pay Plan.

The City shall complete a performance evaluation on each employee annually on or before the employee's anniversary date. The annual performance evaluation shall determine the member's eligibility to progress in the Pay Plan. The City shall be entitled to change the method of the performance evaluation unilaterally. Progression of the Pay Plan during this contract period in a fiscal year (FY) will be as follows:

- A. For FY 2026: Members will be placed in the new pay plan, illustrated in Appendix I Pay Plan, at the closest STEP that ensures a minimum of a 3% increase. Members will progress to the next higher STEP on their anniversary date.
- B. For FY 2027: The contract will be reopened to address Article 24/Appendix I.
- C. For FY 2028: The contract will be reopened to address Article 24/Appendix I.
- D. Employees have no expectation of any increase in their wages or benefits, including STEP increases, after the date of the termination of this Agreement absent a successor agreement or final action by the Legislative Body of the City pursuant to FS 447.403, providing for such increases or improvements.

E. Members shall only be awarded steps as outlined in the attached plan.

24.3 Extra Pay for Special Assignments or Certifications.

Employees shall be eligible for special pay based on State of Florida certification or special assignment by the Fire Chief as follows:

Certification	Eligibility	Extra Pay	MAX/MIN Employees
Engine and Truck Driver	When assigned	\$1.00 per hour	N/A
Acting Lt.	When assigned	\$2.00 per hour for hours worked in acting capacity	N/A
Acting Captain	When assigned	\$2.50 per hour for hours worked in acting capacity	N/A
Acting District Chief	When assigned	\$3.00 per hour for hours worked in acting capacity	N/A
Pump Operator (State of Florida Certification Required)	Must be a cleared department driver	\$50.00 per month	Active driver for the department ONLY
Fire Officer I (State of Florida Certification Required)	Must be a cleared department acting officer	\$50.00 per month	Active acting officers ONLY
Fire Officer II (State of Florida Certification Required)	Must be a cleared department acting officer	\$50.00 per month	Active acting officers ONLY

A. Loss of Certification or removal from noted assignment will result in cessation of extra pay.

B. Employees are required to provide evidence satisfactory to the City of current certification and to notify the Chief immediately upon the loss of any certification.

ARTICLE 25: ENTIRE AGREEMENT

- 25.1** The parties acknowledge that, during the negotiations, which resulted in this Agreement, each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understanding and agreements arrived at by the parties after the exercise of such right and opportunity are set forth in this Agreement.
- 25.2** By mutual agreement, discussions may be held during the contract period on any subject.

ARTICLE 26: SAVINGS CLAUSE

- 26.1** If any article or section of this Agreement should be found invalid, unlawful or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of the Agreement.

Both the City of St. Pete Beach and the International Association of Firefighters believe, and intend, that all provisions relating to pay, overtime pay, holiday pay, bonus pay, and time worked, are in full compliance with the Fair Labor Standards Act as administered by the Wage and Hour Division of the U.S. Department of Labor. All parties to this agreement for themselves and the bargaining unit agree that in the interpretation of this collective bargaining agreement, the greatest weight shall be given towards an interpretation which results in compliance with all applicable wage and hour provisions.

- 26.2** In the event of invalidation of any article or section of this agreement through legislative actions or enforceable rulings from a state or federal court both the City and Union agree to meet within thirty (30) calendar days of such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.
- 26.3** Whenever the male gender is referred to in this Agreement, it shall be construed to include both male and female members.
- 26.4** Should any State Statute numbers change during the term of this Agreement, both the City and the Union agree to meet and replace the changed State Statute number with the new State Statute number which corresponds to the subject matter in the Agreement.

ARTICLE 27: PENSION

- 27.1.** The City and the Union agree that the CITY OF ST. PETE BEACH FIREFIGHTERS' RETIREMENT SYSTEM shall remain unchanged unless changed through mutual consent of the City and the Union.

The following changes shall be proposed by Ordinance to take effect October 1, 2023:

1. City-funded benefit accrual rate ("multiplier") shall increase from 2.75 to 3.00.
2. Member-funded contribution rate shall remain 4.00%.
3. Elimination of voluntary member-funded 3.400 multiplier.
4. St. Pete Beach Firefighters' Retirement System shall be closed to new members after September 30, 2023.
5. All represented employees hired on or after October 1, 2023 shall participate in the Florida Retirement System.
6. Cost of living increase and eligibility will remain the same at no cost to the pension plan participants.

ARTICLE 28: POST EMPLOYMENT HEALTH PLAN

28.1. General Terms.

During the terms of this contract, with a joint IAFF and City goal of October 1st, 2026, members will be afforded the option of entering into a Post employment Health Plan governed by the Internal Revenue Code. NPPFA Benefits will establish said program and shall administer the Retirement Healthcare Funding Plan (RHFP). It is, however, understood that the City will honor the unions funding agreement as stipulated in the union contract.

28.2. Participation

Upon implementation of the RHFP, members will be afforded a one-time, lifetime opt-out of participating in the plan. Upon approval of this benefit, a member will have a 30 day “opt-out” period. If a member fails to exercise the opt-out option within 30 days, in writing to the City, then the said member will be enrolled in the plan for the entirety of their career. All future members covered by this agreement will be mandatorily enrolled in the RHFP.

28.3. Funding Agreement.

- A. At a member’s cost, the union will develop groups and determine their contribution requirements as a percentage of their annual payroll by September 1st of each year for an October 1st implementation.
- B. Employees can utilize a PTO buy back option annually to fund their Post Retirement Healthcare Plan up to a maximum PTO dollar value of \$2,500.00.
- C. Employees must maintain a minimum of 96 hours in their PTO bank.
- D. Employees utilizing four (4) or more days of Unscheduled PTO in the previous twelve (12) month period prior to the PTO buy back are ineligible for this benefit.

ARTICLE 29: DURATION OF CONTRACT

This contract shall be effective upon ratification by the bargaining unit and the City Commission and shall remain in full force and effect until September 30, 2028.

By:

Adrian Petrilă, Mayor

Date

By:

Frances Robustelli, City Manager

Date

By:

Michael Stone, President
Local 4966, IAFF

Date

By:

Steven Rowland, Vice President
Local 4966, IAFF

Date

APPENDIX I: PAY PLAN

City of St. Pete Beach

IAFF Local 4966 Pay Plan

FY 2026	Current FY25	A	B	C	D	E	F	G	H	I
INSPECTOR		\$50,857	\$53,534	\$56,351	\$59,317	\$62,439	\$65,726	\$69,185	\$72,826	\$76,659
FF/EMT	\$53,537	\$55,280	\$58,189	\$61,252	\$64,475	\$67,869	\$71,441	\$75,201	\$79,159	\$83,325
FF/PM	\$63,156	\$65,212	\$68,644	\$72,257	\$76,060	\$80,063	\$84,277	\$88,712	\$93,381	\$98,296
LT/EMT	\$72,306	\$75,612	\$79,591	\$83,780	\$88,190	\$92,831	\$97,717			
LT/PM	\$77,868	\$81,428	\$85,713	\$90,225	\$94,973	\$99,972	\$105,234			

APPENDIX II: SECTION 26 - DRUG-FREE WORKPLACE AND ALCOHOL POLICY

26.01. Policy

The City's Drug-free Workplace Policy is aimed at insuring "0" tolerance to illegal drugs at all times and its Alcohol-Free Policy to "0" tolerance under circumstances that affect or might affect the safety and well-being of employees, citizens and others, or the effective operation of City business. In addition, all employees required to have a Commercial Driver's License (CDL) under Chapter 49 CFR Part 383 are subject to controlled substance and alcohol testing rules established by the Federal Highway Administration (FHWA) under the Omnibus Transportation Employee Testing Act of 1991 (revised February 1994), in accordance with 49 CFR, Parts 40, 383, 392, 4, and 392.5 regulatory penalties for infractions are in addition to disciplinary action including termination of employment.

26.02. Prohibitions

- A. *Illegal controlled substances.* The City prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to sell or distribute illegal controlled substances at any time whether on or off duty, whether on or off City property. Illegal controlled substances are defined by applicable State and Federal laws.
- B. *Alcohol abuse.* Employees of the City are prohibited from using or possessing alcohol while on duty; while on City premises; while driving a City vehicle, operating a piece of City equipment, or being transported in City vehicles at any time; reporting to work under the influence of alcohol; or, from otherwise using alcohol in a manner at any time which adversely affects the business interests of the City.

26.03. Use of Illegal Drugs

The use of legal drugs, that is drugs prescribed by licensed physicians for a specific medical purpose, is often necessary. However, such drugs can and often do have a direct impact on the vigilance, judgment and/or coordination of the employee and adversely affect the employee's job performance and the employee's ability to work in a safe and efficient manner. This is particularly true in safety-sensitive assignments involving the operation of motor vehicles and other moving equipment. Therefore, an employee for whom a licensed physician or dentist prescribes a controlled substance, must advise the supervisor immediately in order that an evaluation can be made on the impact, if any, on the safe and efficient operation of the City.

26.04. Testing

- A. Substances Tested For: Employees will be subject to drug testing for the detection of the following illegal drugs/drug groups, as well as others that may from time to time be declared illegal by state or federal law:
1. Amphetamines
 2. Barbiturates
 3. Benzodiazepines
 4. Cannabinoids (marijuana)
 5. Cocaine
 6. Methadone
 7. Methaqualone
 8. Opiates (heroin, morphine, codeine)
 9. Phencyclidine (pcp)
 10. Propoxyphene
- B. Testing for Illegal Controlled Substances – Classes of Employees/Circumstances, subject to applicable law:
1. Employees in special risk and safety sensitive positions.
 - a. Special risk and safety sensitive employees include all employees in all classifications of requiring a CDL license, and firefighter EMTs and firefighter Paramedics regardless of their rank. Other employees who are considered special risk or safety sensitive shall be notified of said status in writing.
 - b. Candidates and employees are subject to testing on the same basis as other employees under Section 26.04(B)(2), except no reasonable suspicion is required for testing such employees for illegal controlled substances for:
 - (1) Any accident involving any personal injury that results in a worker's compensation claim or serious damage to property occurs.
 - (2) As otherwise allowed or required by law, provided unless required by law, there shall be no random drug testing except in conjunction with rehabilitation under Section 26.08.
 2. Non-Safety Sensitive/Special Risk Employees.
 - a. When an employee is involved at any time directly in an equipment or vehicular work-related accident, any accident on-the-job, or in any unsafe and/or negligent maintenance or operation of the City's equipment or vehicles at any time where in the opinion of the City Manager the employee was at fault or the employee's conduct contributed to the accident and there is reasonable suspicion to believe the employee was in violation of Section 26.02(A) or (B).
 - b. When reasonable suspicion exists to believe the employee is using drugs or alcohol in violation of this policy. Reasonable suspicion is a belief by two (2) or more supervisors or managers that an employee is using or has used drugs or alcohol in violation of this policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

- (1) Observable phenomena while at work, such as direct observation of drug use or of physical symptoms or manifestation of being under the influence of a drug or alcohol;
- (2) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
- (3) A report of drug use;
- (4) Evidence that an individual has tampered with a drug test during his employment with the City;
- (5) Information that an employee has caused, contributed to, or been involved in an accident while at work;
- (6) Evidence that an employee has used, possessed, manufactured, cultivated, sold, solicited, or transferred drugs;
- (7) Frequent absences from work without a satisfactory explanation.

c. Employee Rights – When testing to determine the presence of illegal controlled substances under subparagraphs (1) and (2) above:

- (1) Employees and job candidates have the right to consult with the testing laboratory for technical information regarding prescription and non-prescription medications. The name, address and telephone number of the testing laboratory will be provided to the employee or job applicant upon request.
- (2) All test results will be kept confidential and will only be provided to managerial employees on a need-to-know basis.
- (3) For tests under Section 26.04(B)(1)(b)(1) and (2), Employer shall meet with and inform an employee that, in the opinion of the Employer, there is a basis for reasonable suspicion and of the Employer's intention to schedule a drug or alcohol screen or test. At said meeting, the Employer shall consider the comments of the employee regarding the matter and shall then make a final determination of whether to proceed and require the screen or test.
- (4) Employee may upon his request have a representative present at said meeting; however, the meeting shall not be delayed because the employee wishes to have a specific representative present. If it is determined by the Employer that a drug or alcohol screen or test will be required, the employee shall be immediately escorted to the appropriate facility for the test. Refusal by the employee to submit to said test may be grounds for disciplinary action, including termination of employment.
- (5) If the employee is in a collective bargaining unit, the representative in subparagraph (4) above may be a Union representative.
- (6) Procedures for testing for the presence of illegal controlled substances shall be conducted consistent with the provisions of *Florida Statute* 440.102(5)(a) through (o) and (6) for alcohol, a positive result is 0.02, or greater. For drugs, a positive result is in accordance with the detection levels established by HRS guidelines.

(7) The common and chemical names of the substances identified in Sub-section A above, a copy of *Florida Statute* 440.102(5) and (6) and a list of local drug rehabilitation programs is available from HR.

26.05. Reporting and conviction of alleged crimes including drugs and alcohol

- A. All employees must report to their supervisor any arrest, indictment or conviction of a drug or alcohol related violation or alleged violation of law not later than the next workday after they become aware of it. Failure to so report may result in immediate termination.
- B. Upon conviction of a crime involving illegal drugs, the employee will be immediately terminated.
- C. Without regard to prosecution or conviction by appropriate governmental entities, the City may, at its option, conduct its own independent investigation to determine whether or not there has been a violation of the City's drug and/or alcohol policy. If, in the opinion of the City, it believes a violation has occurred, it will take whatever disciplinary action it deems appropriate regardless of the ultimate outcome of any criminal case that may be brought against the employee.

26.06. Discipline for violation of work policy

Employees who violate this policy or who are directed to take a physical examination, blood, breathalyzer, urinalysis or other test allowed by law, and refuse or fail to do so when and as directed; or who, after having taken such examination and/or test are determined to have utilized illegal controlled substance at any time or to have violated the City's Alcohol Abuse Policy, shall be subject to immediate termination; provided, however, if the presence of an illegal controlled substance is established as a result of the test, the employee may, within five (5) working days of receipt of written notification of a positive result, request an opportunity to explain the result to the City and/or the medical review officer.

26.07. Employee injured on the job

Any employee injured on the job who refuses to submit to a drug test, or has a positive confirmation test, in addition to other provision of the policy, may forfeit his eligibility for all workers' compensation medical and indemnity benefits depending on applicable law.

26.08. Employee Assistance Program

The City has an Employee Assistance Program (EAP) with one of its missions being to assist employees who voluntarily report drug or alcohol related problems, which have not yet adversely affected their job or City operations. The City may require any employee in violation of this policy, whether he voluntarily reports his problem or not, to participate in the EAP or other medical and rehabilitative assistance programs as a condition for continued employment. For further information regarding the EAP, contact the HR Office.

- A. *Employees Who Voluntarily Ask for Help.* Employees with drug or alcohol related problems who wish assistance through the EAP may contact the EAP provider on a confidential basis or through the HR Office. If the request is made through the HR Office, City referrals will be made only upon execution by the employee of a release to the EAP provider to keep HR advised as to the employee's attendance and progress in the rehabilitation program. If the employee has a satisfactory performance record and is otherwise qualified to perform his job, the City may grant the employee an unpaid leave of absence for a period determined by the City to participate in a City approved treatment or rehabilitative program. Such a leave will be granted only one (1) time. This employee will be responsible for all expenses resulting from the treatment or program to the extent they are not covered by insurance.

- B. *Other Employees.* In the event the City discovers a violation of this drug or alcohol policy, or an alcohol-related problem that adversely affects or may adversely affect the employee's performance or the City business, the City may proceed to discipline the employee up to and including discharge, or at its option, require the employee to undergo approved medical or rehabilitative assistance. The City may grant the employee leave with or without pay to participate in a rehabilitation program, including referral to the City EAP program. Such leave may be granted only one (1) time. Allowing of rehabilitation under the City EAP program will be conditioned on the execution of a consent by the employee to allow the EAP provider, or persons providing medical or rehabilitative assistance to keep HR advised of the employee's attendance and the success of rehabilitation. The employee will be responsible for all expenses resulting from the treatment or rehabilitation to the extent they are not covered by insurance.
- C. *Return to work.* Employees who are granted a leave of absence under paragraph A or B above must successfully complete all EAP, medical and other rehabilitative requirements established by the City within a reasonable amount of time. A successfully rehabilitated employee who has been granted a leave of absence under A above shall be returned to his former job provided he successfully completed rehabilitation within the period of his leave. Return is also conditioned on maintaining all certifications required of the job. Employees who successfully complete rehabilitation under B above within the period of his leave will be returned to his former job if vacant, but if not to any vacancy which the City considers him qualified to perform, if any, and if there is none he shall be terminated.
- D. *Re-testing.* Employees allowed to return to work from an illegal controlled substance problem shall be subject to re-testing any time without notice and must submit to such test as and when directed by the City for one (1) year after they have been free of illegal drugs as determined by the City, or its designee.

26.09. Reporting Violation of Policy

- A. *Reporting violations.* It is the obligation of every employee of the City to report violations of the City's drug and alcohol abuse policies. Failure to report may subject employees to discipline up to and including termination.
- B. *Good faith reports.* Any employee who in good faith, based upon reasonable suspicion or observation, reports an alleged violation of these policies, or any supervisory or managerial employee who investigates or take action in good faith based on reasonable suspicion or observation shall not be harassed, retaliated against, or discriminated against in any manner for making reports, participating in the investigation or because of any reasonable action he takes as a result of the investigation.
- C. *Bad faith claims.* Any knowingly false reporting of a violation of the policies set forth herein shall subject the employee to immediate termination.

26.10. Coordination with HR Office

All action taken by members of management under this Section 26 of the PRR must be coordinated through the HR Administrator to ensure compliance with all applicable laws.

APPENDIX III: SECTION 27 - EDUCATIONAL REIMBURSEMENT PROGRAM AND INCENTIVE PAY

27.01 Tuition

The City may authorize payment for tuition for courses it considers will be helpful to successful completion of the mission of the City subject to budgetary constraints as follows:

- A. The City Manager, or his designee, shall determine if the course or curriculum is related to the employee's job or contributes to the long-range value of the employee to the City.
- B. If the course is reimbursable through some other source, then provisions of the City's education tuition payment plan shall not apply.
- C. Based on budgetary constraints, the City Commission shall budget a set annual amount for tuition reimbursement. Once that amount is dispersed, no other reimbursement requests will be approved.

27.02 Eligibility

- A. Full-time employment with the City at least one (1) year, unless the City Manager grants an exception.
- B. The educational training can be at the post high school or adult educational levels.
- C. No more than two (2) courses per quarter or semester (or equivalent period of time) may be reimbursed.
- D. No employee will be reimbursed for more than six (6) classes in a calendar year unless previously approved by the City Manager.

27.03 Requests and Payments

- A. The employee who wishes to participate in the program must submit a completed application to their Director prior to new fiscal budgets being finalized. In order to process the request in a timely manner, employees should make every effort to request necessary funding as soon as school schedules are released. Failure to obtain approval in advance may result in requests for reimbursement being denied. HR will notify employees when applications are due.
- B. Employees are encouraged to attend any accredited technical or trade school, Florida College or University; however, tuition reimbursement shall be paid at the Public College or University tuition rate (see application). Correspondence schools will not be considered for tuition reimbursement. Employees shall not be reimbursed for mileage or personal expenses unless they are required by the City Manager, or his designee, to take the course.
- C. The employee shall submit to the HR Office the final grade, certification, or degree (if applicable) and paid receipts in order to receive reimbursement. Students utilizing financial assistance and that have deferred payment until a later date can request payments be made directly to the lender. Failure to disclose FAFSA or other financing for school is a Group II disciplinary offense.

D. Tuition Reimbursement will be made according to the following matrix:

1. Grade A = 100%
2. Grade B = 75%
3. Grade C = 50%
4. Grade D or below: 0%
5. Grade P = 100%

27.04 Repayment by the Employee

The employee who receives any funds under this program shall be required to work for the City for at least one (1) year from date money is received or shall reimburse the City for every dollar received upon termination. The City reserves the right to withhold the money owed from any final paycheck upon separation subject only to applicable law. The City Manager may excuse repayment in whole or in part for circumstances he determines to be extenuating and justifiable.

27.05 Schedules

The City will attempt to rearrange work schedules for classes if it does not interrupt the normal workflow.

27.06 Incentive Pay

When the State or other governmental agency mandates additional pay for a class of employees and funds or reimburses the City for same, the City will provide the incentive pay to those employees who meet and maintain the qualifications to receive the incentive pay. Department Directors are required to advise the HR Office of employees in their Department who are eligible for such pay.



Pinellas County Professional Firefighters

LOCAL 4966 Inc.

13220 Belcher Rd. S. Suite 6 Largo, FL 33773

727.953.7152 www.iaff4966.org

Date: September 16, 2025

VOTING RESULTS

The ballots were counted on 09/15/2025 and 9/16/2025 for the **Contract Ratification Vote, City of St. Pete Beach bargaining unit. Ref; October 1, 2025 – September 30, 2028.**

Of the 32 unit members voting strength; 27 (84.38 %) were returned.

Those in attendance and counting were:

September 15, 2025: Coleman Vail, Jason Wing

September 16, 2025: Patrick Strong, Steven Rowland

The results are:

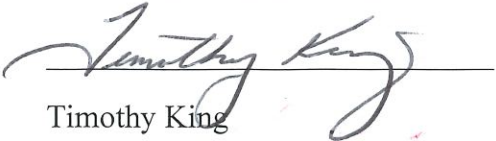
Accept: 16 (59.26%)

Reject: 11 (40.74%)

Invalid: 0 (0%)

The Officers and Officials of Local 4966 would like to thank the St. Pete Beach members that found the time to vote. A complete list of all the members casting ballots is available at the Union Office.

I, Timothy King, Secretary Treasurer of Local 4966 hereby certify the results of this count to be accurate and true as stated.



Timothy King
Secretary/Treasurer Local 4966



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

Agenda Report

Agenda Title Name: Authorize the City Manager to execute Amendment 1 to the Advanced Life Support (ALS) First Responder Agreement with the Pinellas County EMS Authority for FY25-26, Including Funding Adjustment, Rescue Captain Implementation, Traffic Preemption System, and FDLE Criminal Background Screening Requirements

Action Request: Motion to authorize the City Manager to execute Amendment 1 to the Advanced Life Support (ALS) First Responder Agreement with the Pinellas County EMS Authority for FY25-26

Strategic Objective: Operational Excellence

Date: September 22, 2025

Prepared By: Jim Kilpatrick, Fire Chief

Through: Frances Robustelli, City Manager

Summary of Issue: In an effort to provide seamless, effective, and efficient ALS first response to emergency incidents in Pinellas County, the Pinellas County EMS Authority contracts to various municipalities to provide services. The current agreement between the City of St. Pete Beach and the Authority expires on September 30, 2026.

The agreement obligates the Authority to provide funding for the reasonable and customary costs associated with the provision of emergency medical services. The Contractor's funding for FY24-25 totaled \$3,312,030 and the FY25-26 budget request is \$3,748,208. The extraordinary cost increase is \$436,178 or 13.2%. The full budget increase of \$436,178 includes \$270,336 to fully implement the Rescue Captain position approved in the 2024 ALS First Responder Agreement. With the approval of the respective boards, the Contractor (City) and the Authority (County) beginning on October 1, 2025, the Authority will compensate the City in the amount of the City's submitted budget for EMS. The amendment

further provides for a Traffic Preemption System provided and maintained by the Authority (Pinellas County) to override the normal operation of traffic signals during emergency responses. In addition, the agreement also provides for criminal background screenings through the Florida Department of Law Enforcement (FDLE) to ensure that all personnel that have access to the 911 system are cleared to the Criminal Justice Information Services (CJIS) Level 2 requirements.

Funding:

Attachments:

1. 2025 ALSFR St. Pete Beach Amendment 1 - FINAL (004)

**EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER AGREEMENT
AMENDMENT NO. 1**

CITY OF ST. PETE BEACH

2025

**PINELLAS COUNTY
EMERGENCY MEDICAL SERVICES AUTHORITY
12490 Ulmerton Road
Largo, Florida 33774**

ALS FIRST RESPONDER AGREEMENT AMENDMENT NO. 1

THIS FIRST AMENDMENT amending the Emergency Medical Services ALS First Responder Agreement, made this _____ day of _____ 2025, between the CITY OF ST. PETE BEACH, a Florida municipal corporation ("Contractor"), and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district ("Authority").

In consideration of the mutual benefits set forth below, the parties agree as follows:

1. Contractor currently contracts with the Authority to provide Advanced Life Support (ALS) First Responder Services. The Contractor and the Authority are currently parties to the Emergency Medical Services ALS First Responder Agreement, dated October 1, 2024, which contract is referred to herein as the "Agreement".
2. Section 701(h) of the Agreement provides for an extraordinary budget increase which must be negotiated and approved prior to the beginning of the next fiscal year in the event any proposed budget submitted by the Contractor should exceed three (3%) percent of the prior Fiscal Year's budget. The Contractor's funding for FY24-25 totaled \$3,312,030 and the FY25-26 budget request is \$3,748,208. The extraordinary cost increase is \$436,178 or 13.2%. The full budget increase of \$436,178 includes \$270,336 to fully implement the Rescue Captain position approved in the 2024 ALS First Responder Agreement.
3. The Authority hereby agrees to and has funded and authorized the Contractor's budget request of \$3,748,208 for FY25-26, which change is reflected on Appendix A hereto.
4. Vehicle maintenance for Authority funded ALS Engines, Squads, and Ladder Trucks are allowable costs may be included in budgets

submitted in accordance with Section 701(b) less 20% for non-EMS activity. Vehicle maintenance for Authority funded Medic Units and Rescue Units are allowable costs may be included in budgets submitted in accordance with Section 701(b) at 100%.

5. Authority and Contractor agree to update Appendix E as amended.
6. Except as is otherwise set out herein, the Contractor and the Authority agree that upon approval by the respective Boards of the Contractor and the Authority and upon signing this Amendment, all terms of the Agreement will remain in full force and effect.
7. Contractor and Authority agree that the effective date is October 1, 2025.

[Signature Page to Follow]

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this _____ day of _____, 2025.

ATTEST:
KENNETH BURKE, CLERK

PINELLAS COUNTY EMERGENCY
MEDICAL SERVICES AUTHORITY
By and through its Board of County
Commissioners

by: _____
Deputy Clerk

by: _____
Chairman

Countersigned:

CITY OF ST. PETE BEACH, FLORIDA

by: _____
Mayor

by: _____
City Manager

Approved as to Form:

Attest:

by: _____
City Attorney

by: _____
City Clerk

Appendix A

ALS First Responder Profile

Fiscal Year 2025-2026

Contractor	St. Pete Beach
EMS District(s)	St. Pete Beach EMS District
Authority Funded Units	Rescue 22 Rescue 23
Contractor Funded Units	Squad 22 and Truck 23
EMS Coordination	EMS Coordinator – 1 FTE (St. Pete Beach 200) Rescue Captain – 1 Position (24/7) (St. Pete Beach 501)
FY25-26 Annual Compensation	\$3,748,208
Projected Capital	FY25-26 Rescue 22, Rescue 23 FY26-27 None FY27-28 None FY28-29 None FY29-30 None
Contractor Reviewed:	County Reviewed:
Initials _____ Date _____	Initials _____ Date _____

Appendix E

Personnel Reimbursement Process and Forms

702(b) CME Instructors

Follow the then current Authority provided process as outlined below.

Authority staff may update the process and/or forms.

702(c) Public Education

Submit the then current Authority provided reimbursement form.

Authority staff may update the process and/or forms.

702(d) Countywide Quality Improvement Committees

Submit the then current Authority provided reimbursement form.

Authority staff may update the process and/or forms.

702(e) Advanced Practice Paramed Training

Submit the then current Authority provided reimbursement form.

Authority staff may update the process and/or forms.

Processing CME Instructor Reimbursement Invoices

The following are the instructions for a Contractor to submit for Instructor reimbursement.

1. Open a new Excel "EMS Instructor Reimbursement Form."
 - a. Choose from one of the two tabs, 1-25 or 1-75 entries.
2. Open the Aladtec program.
 - a. In the "Reports" menu, select "Scheduled Time Report."
 - b. In the filter, choose your department.
 - c. Select the time frame you are seeking reimbursement
 - i. Make sure the start time is 00:00 and the end time is 23:45
 - d. Click the "Export CSV" button
 - e. Open the CSV file and copy the data from line 3 down (do not include the headers)
 - f. Paste this information into the open Excel file
3. Enter your information in the form.
 - a. The first entry is the type of reimbursement:
 - i. Straight Time (ST) is when the instructor is paid straight time.
 - ii. Overtime (OT) is when the instructor is paid overtime.
 - iii. Backfill (BF) is when someone other than the instructor is paid while the instructor is teaching.
 - iv. No Reimbursement (NR) is when the Contractor is not seeking reimbursement for the instructor's hours.
 - b. "Backfill Name" is the member providing the backfill for the instructor.
 - c. "Hourly Rate w/benefits" is the rate at which the contractor seeks reimbursable hours (\$75 per hour cap). If the time type is backfill, the rate is that of the member providing the backfill. If no reimbursement is being sought, then this is left blank.
 - d. The total cost is automatically calculated and totaled at the bottom.
4. Save the form as a PDF and sign at the bottom.
5. Return to the "scheduled Time Report" in Aladtec and click the "print" button in the upper right corner. Save(Print) this report as a PDF.
6. Combine your invoice, the "EMS Instructor Reimbursement Form," and the Aladtec report into one PDF.
7. Send the signed PDF to EMSInstructorlogistics@co.pinellas.fl.us within 20 days following the last day of each month.

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

Agenda Report

Agenda Title Name: Authorize the City Manager to execute a Professional Auditing Services agreement not to exceed \$60,500 annually and Non-attest Services for the FY2025 Audit not to exceed \$34,000 annually

Action Request: Motion to authorize the City Manager to execute a Professional Auditing Services agreement not to exceed \$60,500 annually and Non-attest Services for the FY2025 Audit not to exceed \$34,000 annually

Strategic Objective: Operational Excellence

Date: September 22, 2025

Prepared By: Devon Schmidt, Director of Finance

Through: Frances Robustelli, City Manager

Summary of Issue: The City of St. Pete Beach is required to engage an independent certified public accounting firm to conduct its annual financial audit in accordance with Florida Statutes and generally accepted auditing standards. In addition to the annual audit, the City has requested non-attest services to support financial operations. These services include preparation of year-end schedules, reconciliations to the general ledger system, and assistance with the implementation of accounting standards.

Staff recommends approval to execute contracts with James Moore & Co. P.L. for both annual audit services and non-attest services. These agreements will ensure the City continues to meet statutory obligations, maintain compliance with applicable standards, and receive professional financial guidance to support transparent and effective fiscal management.

Funding: For FY2025, the professional auditing contract with James Moore remains \$60,500 against a \$64,500 budget, leaving \$4,000 available. Non-attest services remain \$34,000 against a \$60,000 budget, with

\$26,000 remaining. Both services are within budget.

Attachments:

1. FY25-27 Engagement Letter Renewal
2. FY 2025 Non-Attest Services

August 27, 2025

To the Honorable Mayor and City Commissioners,
City of St. Pete Beach, Florida:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of St. Pete Beach, Florida (the City) as of September 30, 2025, 2026 and 2027, and for the years then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In addition, if applicable, we will audit the City's compliance over major federal award programs and major state projects for the years ended September 30, 2025, 2026 and 2027. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the City's major federal award programs and major state projects.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the City complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis (MD&A) or budgetary comparison information, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules

3. Pension and OPEB schedules (as applicable)

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with GAAS. We intend to provide an opinion on whether the following supplementary information is presented fairly in all material respects in relation to the basic financial statements as a whole:

1. Nonmajor fund combining schedules
2. Budgetary comparison schedules
3. Schedule of revenues and expenses – Emergency Medical Services
4. Schedule of expenditures of federal awards and state financial assistance (if applicable)

Also, the document we submit to you will include the following other additional information which will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

1. Introductory section
2. Statistical section

Data Collection Form

If applicable, prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility, if the Data Collection Form is applicable. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form, if applicable, is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America (if applicable); the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards* (Uniform Guidance) (if applicable); Section 215.97, Florida Statutes, *Florida Single Audit Act* (if applicable), and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General (if applicable). As part of an audit of financial statements in accordance with GAAS, and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the

Auditor General, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General upon completion of our audit.

Reporting on Key Audit Matters

Management has not requested that we communicate key audit matters in our auditors' report for this fiscal year.

Significant Risks Identified

We have identified the following preliminary significant risks of material misstatement as part of our audit planning, which are being communicated to comply with auditing standards and do not represent any specific finding and/or concerns related to the audit:

- Override of internal controls by management
- Improper revenue recognition due to fraud
- Improper use of restricted resources

Our final communication of significant risks identified will take place upon completion of our audit.

Audit(s) of Major Program and/or Major Project Compliance

If applicable, our audit(s) of the City's major federal award program(s) and/or state project(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance; and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General; and will include tests of accounting records, a determination of major programs and/or projects in accordance with the Uniform Guidance, Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, and other procedures we consider necessary to enable us to express such an opinion on major federal award program and/or major state project compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the City's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the federal programs as a whole.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the City's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major state projects, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the City's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the state projects as a whole.

Our procedures will consist of tests of transactions and other applicable procedures described in the State of Florida State Projects Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Organization's major state projects, and performing such other procedures as we consider necessary in the circumstances. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major state projects in our report on compliance issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General.

Also, as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we will obtain an understanding of the City's internal control over compliance relevant to the audit in order to design and perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major state project. Our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

As part of a compliance audit in accordance with GAAS, and in accordance with Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs and/or major state projects, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and state financial assistance expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards and/or state financial assistance (including notes and noncash assistance received) in accordance with the Uniform Guidance (if applicable) and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requirements (if applicable);
6. For the design, implementation, and maintenance of internal control over federal awards, state financial assistance, and compliance;
7. For establishing and maintaining effective internal control over federal awards and state financial assistance that provides reasonable assurance that the City is managing federal awards and state projects in compliance with federal and state statutes, regulations, and the terms and conditions of the federal awards and state financial assistance;
8. For identifying and ensuring that the City complies with federal laws and state statutes, regulations, and the terms and conditions of federal award programs and state financial assistance projects and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and state financial assistance projects;
9. For disclosing accurately, currently, and completely the financial results of each federal award and major state project in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;

15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including the disclosures, and relevant to federal award programs and state financial assistance projects, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the City and others from whom we determine it necessary to obtain audit evidence.
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditors' report
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the City involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information;
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter; and
24. For identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants.
25. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on the first day of fieldwork.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Additional Examination Engagements

You have requested that we examine the City's compliance for the fiscal years ended September 30, 2025, 2026, and 2027, with the following statutes (collectively, "the Statutes"):

- Section 218.415, Florida Statutes, *Local Government Investment Policies*

We are pleased to confirm our acceptance and our understanding of this direct examination engagement by means of this letter. Our examination will be conducted with the objective of obtaining reasonable assurance by evaluating whether the City complied in all material respects with the Statutes and performing other procedures to obtain sufficient appropriate evidence to express an opinion in a written practitioner's report that conveys the results of our evaluation.

Practitioner Responsibilities

We will conduct our examination in accordance with the attestation standards established by the AICPA. An examination involves performing procedures to obtain attest evidence about whether the City complied with the Statutes, in all material respects. An examination involves performing procedures to obtain evidence about the City's compliance with the Statutes. The nature, timing, and extent of procedures selected depend on the practitioner's judgment, including the assessment of the risks of material misstatement of the underlying subject matter, whether due to fraud or error.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. However, we will inform you of any material noncompliance with laws or regulations, uncorrected misstatements, fraud, and when relevant to the underlying subject matter or subject matter information, internal control deficiencies that comes to our attention, unless clearly inconsequential.

Management Responsibilities

Our examination will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For ensuring the City complies with the Statutes;
2. For the design, implementation, and maintenance of internal control to prevent, or detect and correct, misstatement of or noncompliance with the Statutes, due to fraud or error;
3. For selecting the criteria for the evaluation of the City's compliance with the Statutes;
4. Determining that such criteria are suitable, will be available to the intended users, and are appropriate for the purpose of the engagement; and
5. To provide us with:
 - a. Access to all information of which management is aware that is relevant to compliance with the Statutes, such as records, documentation, and other matters and that you are responsible for the accuracy and completeness of that information;
 - b. Additional information that we may request from management for the purpose of the examination; and
 - c. Unrestricted access to persons within the City from whom we determine it necessary to obtain attest evidence.

As part of our examination process, we will request from you written confirmation concerning representations made to us in connection with the examination.

Reporting

We will issue a written report upon completion of our examination of the City's compliance with the Statutes. Our report will be addressed to the governing body. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Nonattest Services

We will perform the following nonattest services: preparation of financial statements (if requested), preparation of schedule of expenditures of federal awards and state financial assistance and data collection form (if applicable), preparation of annual financial report (if requested). With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities. The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual (Devon Schmidt) to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows. We will perform the services in accordance with applicable professional standards. This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm may advise the City with regard to different matters, but the City must make all decisions with regard to those matters.

Any nonattest services performed by us do not constitute an audit performed in accordance with *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents or support for any other transactions we select for testing.

We do not host, are not the custodian of, and accept no responsibility for your financial and non-financial data. You acknowledge that you have sole responsibility for the storage and preservation of your financial and non-financial data.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditors' report to the date the financial statements are issued.

Zach Chalifour is the service leader for the audit services specified in this letter. The service leader's responsibilities include supervising the services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the reports.

Our fees for the audit of the financial statements and related services, including expenses, for each of the fiscal years included in this engagement are as follows:

Year Ending September 30,	Audit Fee	Preparation of Financial Statements	Single Audit Fee per major program (if applicable)	Annual Financial Report (if requested)	ERP Conversion Procedures*
2025	\$45,000	\$5,000	\$4,000	\$2,500	-
2026	\$47,250	\$5,000	\$4,000	\$2,500	\$3,000
2027	\$49,500	\$5,000	\$4,000	\$2,500	-

*Anticipated ERP conversion effective for fiscal year 2026. Fee will be applicable in the year of conversion to account for additional audit procedures.

Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness, and accuracy of the City's records, and, for example, the number of general ledger adjustments required as a result of our work. We will also need your personnel to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments and/or untimely assistance may result in an increase of our fees.

We will not increase the fee over the agreed amount as long as the scope of the audit is consistent with the scope outlined in the Request for Proposal. The City is not completely in control of the scope of work for future years. Significant required changes may be mandated by federal, state, other regulatory agencies or accounting and auditing standards boards or by significant staff changes within the City. For these reasons, if the scope of the audit changes significantly from the scope outlined in the RFP, we would present for approval, prior to commencing work, why an adjustment in fee is warranted.

This engagement may be terminated by either party for noncompliance with the terms as noted in this engagement letter. The parties will provide 60 days' notice of their intention to terminate the engagement. Upon completion of this engagement with the audit for the year ended September 30, 2027, new engagements can be entered into for an additional three-year period, at the option of both parties. Any such engagements will be evidenced by a new engagement letter.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

The audit documentation for this engagement is the property of James Moore & Co., P.L. and constitutes confidential information. However, we may be requested to make certain audit documentation available to a grantor or their designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by laws or regulation, or to peer reviews. If requested, access to such audit documentation will be provided under the supervision of James Moore & Co., P.L. personnel. We will notify you of any such request. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

In the normal course of business, we use the services of third-parties and individual contractors, which are not employees of James Moore & Co., P.L. Those services are performed at various levels and in various aspects our engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement we may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require us to handle confidential information and we expect third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, we require those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Your acceptance of this arrangement acknowledges and accepts our handling of confidential information including access by third-party and individual service providers.

This engagement letter includes the attached James Moore & Co., P.L. Standard Terms and Conditions as Attachment A which is incorporated and made a part of this engagement letter by reference.

We appreciate the opportunity to be of service to the City of St. Pete Beach, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



JAMES MOORE & CO., P.L.

RESPONSE:

This letter correctly sets forth the understanding of the City of St. Pete Beach, Florida.

By _____

Title _____

Date _____

WARREN, STONE & ASSOCIATES, LLC

CERTIFIED PUBLIC ACCOUNTANTS AND BUSINESS ADVISORS

Report on the Firm's System of Quality Control

April 23, 2024

To the Members of
James Moore & Co., P.L.
and the Peer Review Committee of the Florida Institute of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. (the firm) in effect for the year ended October 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. in effect for the year ended October 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. James Moore & Co., P.L. has received a peer review rating of *pass*.

Warren, Stone & Associates, LLC

Warren, Stone & Associates, LLC

**Attachment A James Moore and Co., P.L.
Standard Terms and Conditions**

The terms and conditions set forth below are incorporated into the engagement letter pursuant to which James Moore & Co., P.L. ("JMCO", the "Firm", us and we) will provide services.

1. **Management's Responsibilities** – Management of Client is responsible for establishing and maintaining an effective internal control system. JMCO services may include advice and recommendations which management may or may not adopt. Client's management shall be fully and solely responsible for applying independent business judgment with respect to the services and work product provided by JMCO, to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in any advice, recommendations, services, reports, or other work product or deliveries to Client. Management is responsible for the safeguarding of assets, the proper recording of transactions in the books of accounts, the substantial accuracy of the financial records, and the full and accurate disclosure of all relevant facts affecting the engagement to JMCO. Client should retain all the documents, canceled checks, and other data that form the basis of income and deductions. If the engagement also includes tax services, these records may be necessary to prove the accuracy and completeness of tax returns to a taxing authority. Client has final responsibility for the tax return(s) and therefore should review the return(s) carefully before signing and filing.
2. **Responsible Person** – Client designates the individual signing the engagement letter ("Representative") as the individual to whom JMCO should look to provide information, communicate, and answer questions. Client understands that JMCO will rely on the Representative designated above and that decisions by the Representative may be beneficial to some and detrimental to others. JMCO is directed to rely on the Representative for all Client decisions including but not limited to tax treatments, allocation of income and expense items, tax elections and accounting treatments. All communication with the Representative is deemed to be communication with Client.
3. **Advice in Writing** – JMCO only provides advice for Client to rely upon in writing. Casual discussions of tax, accounting or other issues and informal communication are not advice upon which Client can rely. Client agrees that the only advice from JMCO upon which Client may rely is written advice received from JMCO on our letterhead or via e-mail individually addressed to Representative or an individual member of the Client (newsletters and the like are not advice upon which Client may rely).
4. **Unencrypted E-Mail Use Authorized for Communication** – In connection with this engagement, JMCO may communicate with Client or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, JMCO cannot guarantee or warrant that e-mails from JMCO will be properly delivered and read only by the addressee. Therefore, JMCO specifically disclaims and waives any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions or for the unauthorized use or failed delivery of e-mails transmitted by JMCO in connection with the performance of this engagement. In that regard, Client agrees that JMCO shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information. During the term of this engagement Client may elect by notification in writing to JMCO to suspend or terminate the use of e-mail. Similarly, text messages present special issues for our profession, and we ask that you refrain from engaging with JMCO via text message.
5. **Cooperation** – Client agrees to cooperate with JMCO in the performance of JMCO services for the Client, including providing JMCO with reasonable facilities and timely access to Client's data, information and personnel. Client shall be responsible for the performance of Client's employees and agents and for the accuracy and completeness of all data and information provided to JMCO for purposes of this engagement. In the event that JMCO is unable to obtain required information on a timely basis JMCO may revise its estimate of fees, alter the services required and/or terminate the engagement.

6. **Payment of Invoices** – JMCO will bill Client for professional services, expenses, and out-of-pocket costs on a monthly basis. Payment is due within 30 days of the date on the billing statement. JMCO reserves the right to suspend work or terminate the engagement in the event that payment is not received within 30 days of the date on the billing statement. JMCO may also suspend work or terminate the engagement if information furnished is not satisfactory for JMCO to perform work on a timely basis. JMCO will notify Client if work is suspended or terminated. If JMCO elects to terminate or suspend the engagement for nonpayment or for any other reason provided for in this letter, the engagement will be deemed to have been completed for purposes of payment due from Client. Upon written notification of termination or suspension, even if JMCO has not released work product, Client will be obligated to compensate JMCO for all time expended and to reimburse JMCO for all out-of-pocket costs through the date of termination or suspension. Suspension of work or termination of services may result in missed deadlines, penalties/interest along with other consequences and Client agrees that suspended work or termination of services shall not entitle Client to recover damages from JMCO. All fees, charges and other amounts payable to JMCO hereunder do not include any sales, use, value added or other applicable taxes, tariffs or duties, payment of which shall be the sole responsibility of Client, excluding any applicable taxes based on JMCO's net income or taxes arising from the employment or independent contractor relationship between JMCO and JMCO's personnel. A late payment charge of 1½% per month will be assessed on any balance that remains unpaid after deduction of current payments, credits, and allowances after 90 days from the date of billing. This is an Annual Percentage Rate of 18%.
7. **Electronic Data Communication** - In the interest of facilitating our services to you, JMCO may send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to Client may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data. In using these data communication and storage methods, JMCO employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require all of our third-party vendors to do the same. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.
8. **Confidential & Proprietary Information** – Client and JMCO both acknowledge and agree that all information communicated by one party (the "Disclosing Party") to the other (the "Receiving Party") in connection with this engagement shall be received in confidence, shall be used only for purposes of this engagement, and no such confidential information shall be disclosed by the Receiving Party or its agents or personnel without the prior written consent of the other party. Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, (b) was known to the Receiving Party or had been previously possessed by the Receiving Party without restriction against disclosure at the time of receipt thereof by the Receiving Party, (c) was independently developed by the Receiving Party without violation of this engagement letter or (d) Client and JMCO agree from time to time to disclose. Each party shall be deemed to have met its nondisclosure obligations under this paragraph as long as it exercises the same level of care to protect the other's information, except to the extent that applicable law, regulations or professional standards impose a higher requirement. JMCO may retain, subject to the terms of this Paragraph, one copy of Client's confidential information required for compliance with applicable professional standards or internal policies. If either Client or JMCO receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party's confidential information, such party shall (if permitted to do so) provide written notice to the other of such demand in order to permit it to seek a protective order. So long as the notifying party gives notice as provided herein, the notifying party shall be entitled to comply with such demands to the extent permitted by law, subject to any protective order or the like that may have been entered into in the matter. In the event that Client wishes to assert a privilege or Client fails to respond and JMCO asserts the privilege on Client's behalf, Client agrees to pay for all expenses incurred by JMCO in defending the privilege, including, by way of illustration only, JMCO's attorney's fees, court costs, outside adviser's costs, penalties and fines imposed as a result of Client asserting the privilege or Client's direction to JMCO to assert the privilege. JMCO's techniques, judgments, methodology, and practices relating to its engagement practices are agreed by Client and JMCO to constitute proprietary confidential business information in the nature of trade secrets, security measures, systems and procedures which are in the nature of competitive interests which would impair the competitive business of JMCO should the information be released. Notwithstanding the foregoing, the terms of this paragraph shall not apply to contravene any statute or regulation.

9. **Disclosures** – Certain communications involving advice are privileged and not subject to disclosure. By disclosing the contents of those communications to anyone, or by turning over information about those communications to the government, Client, Client’s employees or Client’s agents may be waiving this privilege. To protect this right to privileged communication, please consult with JMCO or an attorney prior to disclosing any information about JMCO advice. Should Client determine that it is appropriate for JMCO to disclose any potentially privileged communication; Client agrees to provide JMCO with written, advance authority to make that disclosure. We will not respond to any request from banks, mortgage brokers or others for verification of any information. We do not communicate with third parties or provide them with copies of your information.
10. **Tax Services** – If the engagement letter specifically includes providing tax services the following provisions apply to the tax services for this engagement:
- a. Tax services do not include verification of the information you submit to us although we may ask that you clarify certain information. Our tax work does not include any procedures designed to detect fraud, theft or illegal acts.
 - b. We will prepare the tax returns identified in the scope of the engagement letter solely for filing with the Internal Revenue Service (“IRS”), state, and local tax authorities. Our tax work is not intended to benefit or influence any third party, either to obtain credit or for any other purpose.
 - c. Unless otherwise noted, we will perform our services in accordance with the Statement on Standards for Tax Services (“SSTs”) issued by the American Institute of Certified Public Accountants and U.S. Treasury Department Circular 230 (“Circular 230”) along with the Internal Revenue Code, accompanying Regulations, Treasury Department pronouncements and applicable state laws, rules and regulations.
 - d. We will not hold your property in trust for you, or otherwise accept fiduciary duties in the performance of the engagement.
 - e. We will use our professional judgment to resolve questions in your favor where a tax law is unclear, provided that we have a reasonable belief that there is substantial authority for doing so. If there are conflicting interpretations of the law, we will explain the possible positions that may be taken on your return. We will follow the position you request, provided it is consistent with our understanding of the applicable tax code, tax laws, tax regulations, and their interpretations. If the IRS, state or local tax authorities later contest the position you select, additional tax, interest, and penalties may be assessed. We assume no liability, and you hereby release us from any liability, including but not limited to, additional tax, interest, penalties, and related professional fees.
 - f. If additional accounting or bookkeeping assistance is required for the purpose of preparing tax returns that work will be an additional fee.
 - g. If, during our work, we discover information that affects prior-year tax returns, we will make you aware of the facts. However, we cannot be responsible for identifying all items that may affect prior-year returns. If you become aware of such information during the year, please contact us to discuss the best resolution of the issue. We will be happy to prepare appropriate amended returns as a separate engagement.
 - h. This engagement does not include responding to inquiries by any governmental agency or tax authority. If your tax return is selected for examination or audit, you may be requested to produce documents, records, or other evidence to substantiate the items of income and deduction shown on a tax return. If you request our assistance in responding to such an inquiry, and we agree to represent you, we will confirm this engagement in a separate Statement of Work.
 - i. As tax return preparers, we are prohibited from signing a tax return unless we have a reasonable belief that there is substantial authority for a tax position taken on the tax return or we have a reasonable basis for the tax return position taken on the return and we disclose this tax position in a separate attachment to the tax return.
 - j. The law imposes substantial penalties on taxpayers and tax advisors for failure to disclose listed and other reportable transactions on Form 8886, Reportable Transaction Disclosure Statement. In general, reportable transactions are potentially abusive transactions identified by the IRS that have a primary purpose of tax avoidance, including but not limited to listed transactions, confidential transactions, transactions with contractual protection, loss transactions, and transactions of interest. Furthermore, the law imposes substantial penalties on taxpayers and tax advisors for failure to disclose tax shelters on Form 8271, Investor Reporting of a Tax Shelter Registration Number. You agree to advise us of any tax shelters and/or reportable transactions identified in tax reference materials. Unless a reportable transaction is more likely than not to be sustained on its merits, IRC §6662A, Imposition of Accuracy-Related Penalty on Understatements with Respect to Reportable Transactions, requires us to disclose the reportable transaction in a separate attachment to the tax return. Similarly, unless a tax shelter is more likely than not to be sustained on its merits, IRC §6662(d)(2)(C)(ii), Imposition of Accuracy-Related Penalty on Underpayments, requires us to disclose tax shelters in a separate attachment to the

tax return. If you do not consent to a required disclosure, we reserve the right to withdraw from the engagement, and you agree to compensate us for our services to the date of withdrawal.

- k. For series 1040 tax returns, we will not disclose your confidential tax information to another tax return preparer other than required by law or regulation without your consent. For tax returns other than the 1040 series, you authorize us to disclose your current year tax return information to our affiliates located outside the United States for the purposes of assisting us in preparation of your current year tax return. You acknowledge that by signing this engagement letter you consent that your current year non-1040 series tax return information will be disclosed to tax return preparers abroad when those affiliates are engaged to assist in preparation of your tax return.
- l. You will provide us financial information and supporting data necessary to prepare your tax returns. You must provide us accurate and complete information. Income, gains and losses from all sources, including those outside the U.S., is required. You agree and accept the burden that the consequences of inadequate documentation may include disallowance of tax benefits.
- m. You are responsible for ensuring that personal expenses, if any, are segregated from business expenses and that expenses such as meals, travel, vehicle use, gifts, and related expenses are supported by documentation and records required by the IRS and other tax authorities. In preparing your returns, we rely on your representations that we have been informed of all bartering transactions and that you understand and have complied with the documentation requirements for your expenses and deductions. At your written request, we are available to provide you with written answers to your questions on the types of supporting records required.
- n. On June 21, 2018, the U.S. Supreme Court reversed the long-standing physical presence nexus standard in South Dakota v. Wayfair, Inc. et. al. This decision significantly changed the landscape of sales and use tax compliance, especially for online sellers. If you wish to understand the impact of the decision on your business, please so advise and we will confirm this in a separate Statement of Work.
- o. You are responsible for determining your tax filing obligations with any state or local tax authorities, including, but not limited to, income, franchise, sales, use, property or unclaimed property taxes. You agree that we have no responsibility to research these obligations or to inform you of them. Therefore, we will only prepare the tax returns for the entities and tax agencies listed in the engagement letter, unless you notify us in writing of any changes. Please contact us if you require assistance in determining your state and local tax filing obligations.
- p. You are responsible for informing us of all foreign transactions, assets owned directly or indirectly, including but not limited to, financial accounts with foreign institutions, other foreign non-account investments, and ownership of any foreign entities, regardless of amount. If upon review of the information you have provided to us, including information that comes to our attention, we believe that you may have additional filing obligations, we will notify you. Failure to timely file the required forms may result in substantial civil and/or criminal penalties. You agree to provide us with complete and accurate information regarding any foreign investments in which you have a direct or indirect interest, or over which you have signature authority, during the tax years to which this engagement applies. The foreign reporting requirements are very complex. If you have any questions regarding the application of the reporting requirements for your foreign interests or activities, please ask us and we will respond in writing. Only advice that is in writing may be relied upon. We assume no liability for penalties associated with the failure to file or untimely filing of any of these forms.
- q. You are responsible for complying with the tax filing requirements of any other country. You acknowledge and agree that we have no responsibility to raise these issues with you.
- r. You are responsible for advising us of any changes in ownership so we can properly reflect those on the tax returns.
- s. The IRS permits you to authorize us to discuss, on a limited basis, aspects of your return for one year after the return's due date. Your consent to such a discussion is evidenced by checking a box on the return. Unless you tell us otherwise, we will check that box authorizing the IRS to discuss your return with us.
- t. By executing this engagement letter, you consent to JMCO using your tax return information to send to you, by any medium: firm newsletters, surveys, press releases, information concerning firm seminars and nontax-related services, and any other communication sent to some or all of the firm's clients. This consent shall be valid for five years. The disclosure will include name, address and tax return form type and you acknowledge, by signing this engagement letter, that you have the right to consent to a disclosure of less information, but have decided, without coercion, that you consent to the disclosure of name, address and tax return form type. This consent is not conditioned on our providing services to you.
- u. It may become necessary to apply for an extension of the filing deadline if there are unresolved issues or delays in processing, or if we do not receive all the necessary information from you on a timely basis. Applying for an extension of time to file may extend the time available for a government agency to undertake an audit of your return or may extend the statute of limitations to file a legal action. All taxes

owed are due by the original filing due date. Additionally, extensions may affect your liability for penalties and interest or compliance with governmental or other deadlines.

- v. Federal, state and local taxing authorities impose various penalties and interest charges for non-compliance with tax laws and regulations, including failure to file or late filing of returns and underpayment of taxes. You, as the taxpayer, remain responsible for the payment of all taxes, penalties and interest charges imposed by tax authorities.
- w. You authorize that any and all information furnished to us for or in connection with the preparation of tax returns other than 1040 series returns under this engagement letter may, for a period of up to three years from the date of this engagement letter, be disclosed to our designated third-party services, located outside the United States, engaged directly or indirectly in providing tax planning or preparation of tax returns. If you wish to request a limited disclosure of tax return information, you must inform us.
- x. There are specific tax implications of investing in digital assets (e.g., virtual currencies such as Bitcoin, non-fungible tokens, virtual real estate and similar assets). The IRS and some other jurisdictions consider these to be property for tax purposes. As such, any transactions in, or transactions that use, digital assets are subject to the same general tax principles that apply to other property transactions.
- y. If you transacted in digital assets during the tax year, you may have tax consequences and/or additional reporting obligations associated with such transactions. You agree to provide us with complete and accurate information regarding any transactions in, or transactions that have used, digital assets during the applicable tax year. If you have any questions regarding your digital assets and/or transactions, please ask us, and we will respond in writing.
- z. Centralized Partnership Audit Regime Under the Bipartisan Budget Act of 2015(BBA) - You are encouraged to seek the advice of your attorney for matters related to the BBA. The regime of partnership (and entities that file 1065 series returns) audits was substantially changed in 2018 as part of the BBA. Form 1065 partnership pass-thru entity filers are generally audited and assessed at the entity level under the BBA. Some partnership filing entities are eligible to opt out of the BBA while other entities may elect to opt in. Each year a partnership must consider (if it is eligible) whether to opt in or out of the BBA. Your attorney can help with this election. If this engagement is for a pass-thru entity subject to these audit rules, our engagement does not include advising on whether to opt in or opt out of the BBA. If you choose to opt in to the BBA and will so elect on your tax filing, we will require additional information to complete the return. If you choose to opt in, the entity will need to designate an individual (and it may also designate an entity) to serve as partnership representative and provide the address and telephone number of that individual so designated.

11. Force Majeure – Neither Client nor JMCO shall be liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, epidemic, strike or labor dispute, war or other violence, or any law, order or requirement of any government agency or authority.

12. Indemnification – Client, its officers and directors hereby agrees to indemnify; agrees to pay for the defense (with counsel of JMCO's choosing) of JMCO, (including JMCO's principals, employees and authorized agents) and agrees to hold JMCO harmless from any and all suits, claims, actions, proceedings, liabilities, judgments, losses and costs whatsoever (including but not limited to attorneys' fees and litigation costs) arising in connection with any services performed or products provided by JMCO pursuant to, or under the cover of this engagement letter (Indemnity) as described in this paragraph. This Indemnity relates only to circumstances (1) in which there is a knowing misrepresentation by Client and/or its management relating to this engagement (2) arising out of or relating to claims by Client's employees or former employees/contractors for our critiques of employee performance (3) third party use of JMCO work product and (4) posting or dissemination of partial and/or inaccurate copies of our reports and/or workproduct.as described in 24 below. The foregoing indemnity is intended to apply to the extent not contrary to applicable law and/or regulations governing the provision of professional services. This provision shall survive the termination of this engagement for a period of five years. **Notwithstanding the foregoing, the provisions of this paragraph shall not apply to Client when JMCO provides attest services to a Securities Exchange Commission Registrant Public Entity, Employee Benefit Plan, Bank, Credit Union or any other entity for which the terms of this paragraph shall be prohibited by law or regulation.**

13. Errors, Fraud, Theft, Embezzlement, Illegal Acts – Unless our engagement letter specifically obligates JMCO to search for fraud, theft, embezzlement and/or illegal acts, JMCO services cannot be relied upon to disclose errors, fraud, theft, embezzlement or other illegal acts that may exist, nor will we be responsible for the impact on our services of incomplete, missing, or withheld information, or mistaken or fraudulent data provided from any source or sources. However, we will inform you of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. Client is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing JMCO about all known or suspected fraud affecting Client involving: (1) management, (2) employees who have

significant roles in internal control, and (3) others where the fraud could have a material effect on the financial information. Client responsibilities include informing JMCO of Client knowledge of any allegations of fraud or suspected fraud affecting Client received in communications from employees, former employees, regulators, or others. In addition, Client is responsible for identifying and ensuring that the Client complies with applicable laws and regulations.

14. **Document Retention and Ownership** – The parties agree that JMCO will endeavor to retain documents and records in accordance with the Firm's Record Retention and Destruction Policy. Client agrees that after the specified period of retention expires (typically seven (7) years), documents and records may not be available. However, the related engagement records will not be destroyed regardless of the retention period, if JMCO has knowledge of potential or pending legal action and/or investigation by a regulatory agency, and it has been determined by the Firm that the records in question are relevant to said legal action and/or investigation. If it is determined that the records in question are relevant to the legal action and/or investigation, the Firm will impose a litigation hold on the records thereby suspending the scheduled destruction of the records. As potential or pending legal action or an investigation may not be public knowledge, we request that you inform us of any such legal action or investigation in a timely manner. Likewise, we request that you inform us when all legal action or investigation has been concluded so that the Firm can release the litigation hold and the records related to our engagement can be destroyed in accordance with our Record Retention and Destruction Policy. JMCO does not retain original client records or documents. Records prepared by us specifically for you as part of this engagement (for example, financial statements and other financial reports, tax returns, general ledgers, depreciation schedules, etc.) and other supporting records prepared by JMCO (for example, adjusting entries and related support, data combining schedules, calculations supporting amounts in tax returns and financial statements, letters, memos and electronic mail, etc.) will remain part of the engagement records. When any records are returned or provided to you, it is your responsibility to retain and protect them for possible future use, including potential examination by any government or regulatory agencies. JMCO owns and retains the rights to JMCO's internal working papers; any information created by JMCO is not the property of Client. In the event that documents are requested by the Representative or any other individual considered by law or regulation to be our client we will furnish the documents readily available in the Client file in a .pdf format (which shall not include any obligation on JMCO's part to undertake a search of JMCO's electronic document and email files) to the requesting party. The privacy policy of JMCO is available on our website at JMCO.com/privacy-policy/
15. **Hosting of Client Data** – JMCO does not Host, is not the custodian of, and accepts no responsibility for Client financial and non-financial data. Client acknowledges that it has sole responsibility for the storage and preservation of its financial and non-financial data.
16. **Brokerage Information** - From time-to-time Client may arrange and/or provide information to JMCO that includes investment holdings, transactions, arbitrage positions and investment strategies in addition to other asset holdings. JMCO utilizes information provided for purposes of financial statements and tax filings. JMCO does not provide investment analysis, strategies and/or risk analysis of investment portfolios. A JMCO affiliate, James Moore Wealth Management, LLC, a registered investment advisor, does provide investment advice under the terms of separate engagement understandings. Clients desiring services from James Moore Wealth Management, LLC should establish a separate understanding for those services. JMCO does not share information with James Moore Wealth Management, LLC, absent a specific written understanding with Client. Client agrees that this engagement does not include evaluation of investments, transaction and strategies.
17. **Professional Standards** – JMCO will perform this engagement in accordance with the professional standards applicable to the engagement including those standards promulgated by the American Institute of Certified Public Accountants. In the event that issues arise that present a conflict of interest and/or a potential for breach of professional standards it may become necessary to terminate or suspend services of this engagement. We will notify you if this issue arises.
18. **Use of Third-Party Providers** – In the normal course of business, JMCO uses the services of third-parties and individual contractors, which are not employees of JMCO. Some third-party providers are located inside, and some are outside the United States. You may notify us that you do not wish to have your work done by third-party providers, which may delay the completion of services and increase the price for services to amounts in excess of initial estimates. Those third-party services are performed at various levels and in various aspects of JMCO's engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement JMCO may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require JMCO to handle confidential information and JMCO expects third-party service

providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, JMCO requires those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Client acceptance of this arrangement acknowledges and accepts our handling of confidential Client information including access by third-party and individual service providers.

19. **Information Shared with Professional Service Affiliates.** JMCO's professional service affiliates include James Moore Advisory, LLC which offers professional services including Human Resources, Technology and Data Analytics. From time-to-time JMCO shares information about entity (not individuals) clients such as name, address, email address, industry identifiers, enterprise size, contacts and phone number information with our professional service affiliates in connection with outreach programs to inform of services available through JMCO and its affiliates. No other information is shared with our affiliates unless you engage an affiliate to provide services at which time information necessary to provide services is shared between JMCO and its professional service affiliates. By signing the engagement letter, you expressly consent to the sharing of general information with JMCO's professional service affiliates about JMCO entity clients. If you do not agree to the sharing of information with our professional service affiliates, inform us and we will not share identified information.
20. **Limitation of Liability and Actions** – Neither party may assert against the other party any claim in connection with this engagement unless the asserting party has given the other party written notice of the claim within one (1) year after the asserting party first knew or should have known of the facts giving rise to such claim. Notwithstanding anything to the contrary, JMCO's maximum aggregate liability in this engagement (regardless of the nature of the any claim asserted, including contract, statute, any form of negligence, tort, strict liability or otherwise and whether asserted by Client, JMCO or others) shall be limited to twice the sum of the fees paid to JMCO during the term of this annual engagement. In no event shall JMCO be liable for consequential, incidental, special or punitive loss, damage or expense (including, without limitation, lost profits, opportunity costs, etc.) even if JMCO had been advised of their possible existence. This provision shall survive the termination of this engagement letter. **Notwithstanding the foregoing, the provisions of this paragraph shall not apply to Client when JMCO provides attest services to a Securities Exchange Commission Registrant Public Entity, Employee Benefit Plan, Bank, Credit Union or any other entity for which the terms of this paragraph shall be prohibited by law or regulation.**
21. **Mediation** – Prior to resorting to arbitration or litigation that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement the parties agree to attempt resolution of any dispute in mediation administered by and conducted under the rules of the American Arbitration Association (AAA) in mediation session(s) in Alachua County, Florida. Unless the parties agree in writing to the contrary, the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. The results of any such mediation shall be binding only upon agreement of each party to be bound. Each party may disclose any facts to the other party or to the mediator that it in good faith considers reasonably necessary to resolve the dispute. However, all such disclosures shall be deemed in furtherance of settlement efforts and shall not be admissible in any subsequent proceeding against the disclosing party. Except as agreed to in writing by both parties, the mediator shall keep confidential all information disclosed during mediation. The mediator shall not act as a witness for either party in any subsequent proceeding between the parties. The costs of any mediation proceeding shall be shared equally by the participating parties. If, for any reason, the matter is not resolved within ninety days after the first request for mediation, then mediation shall not be required under the terms of this engagement letter.
22. **Binding Arbitration** – All disputes not resolved by mediation (as described above) arising out of and/or related to the services and/or relationship with JMCO and Client will be resolved through binding arbitration. **The parties agree that they are irrevocably voluntarily waiving the right to a trial by jury by entering into this voluntary binding arbitration agreement.** The arbitration proceeding shall take place in Alachua County, Florida. The arbitration shall be governed by the provisions of the laws of Florida (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the substantive law of Florida shall be applied without reference to conflicts of law rules. In any arbitration instituted hereunder, the proceedings shall proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes or, if none, then the Commercial Rules of the American Arbitration Association (AAA), except that discovery shall be limited to identification of witnesses, exchange of expert reports, deposition of experts only, exchange of documents in the Client file and interrogatories and shall not include any exchange of e-mail or any requirement to produce or search for e-mail. Any Dispute regarding discovery, or the relevance or scope thereof, shall be determined by the Arbitration Panel (as defined below). For amounts in dispute less than One Million Dollars, the arbitration shall be conducted before a single arbitrator appointed as a neutral by the AAA. The single arbitrator shall be both a licensed attorney and a licensed certified public accountant at the time of appointment as the arbitrator. If the amount in dispute is One Million Dollars or more, the arbitration shall be conducted before a panel of three persons, all panel

members must be members of the AAA's panel of neutrals with one arbitrator selected by each party (party selection shall be completed within twenty days of receipt of the panel nominees from the AAA or, failing party selection the panel members shall be appointed by the AAA), and the third member of the panel will be selected by the AAA will be licensed as a certified public accountant at the time of appointment to the panel (the "Arbitration Panel"). The party-selected arbitrators shall be treated as neutrals. The Arbitration Panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a state or federal court. The parties also waive the right to punitive damages and the arbitrators shall have no authority to award such damages or any other damages that are not strictly compensatory in nature. In rendering their award, the Arbitration Panel shall issue a reasoned award. The Arbitration Panel is directed to award attorneys' fees and costs along with the costs of the arbitration proceeding to the prevailing party as determined by the Arbitration Panel. The confidentiality provisions applicable to mediation shall also apply to arbitration. The award issued by the Arbitration Panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. In no event shall a demand for arbitration be made after the date on which the initiation of the legal or equitable proceeding on the same dispute would be barred by the applicable statute of limitations or statute of repose or this engagement letter. For the purposes of applying the statute of limitations or repose or this engagement letter, receipt of a written demand for arbitration by the AAA shall be deemed the initiation of the legal or equitable proceeding based on such dispute. **In agreeing to arbitration, we both acknowledge that each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.**

23. **Employees** – Both Client and JMCO agree that they will not employ any employee of the other within one year of the employee's last day of employment with the other, unless mutually agreed upon in writing. Employment of a former employee within one year of the employee leaving the other party may cause significant economic losses and/or breach of professional standards for JMCO and potential economic loss and/or potential conflicts of interest for Client. If this provision is breached, the hiring party will pay 3 months' salary of the employee to the non-hiring party.
24. **Posting and Distribution of Information** – Except when dissemination is required by a public records law, JMCO's permission is required prior to distribution or posting of JMCO work product. If Client plans to distribute or post online any of JMCO's work product, a copy of the document, reproduction master or proof will be submitted to JMCO not less than seven days prior to distribution or posting to provide JMCO sufficient time for our reading and approval prior to distribution or posting. If, in our professional judgment, the circumstances require, we may withhold our written consent. Client agrees that prior to posting an electronic copy of any of JMCO's work product, including but not limited to financial statements and our report(s) thereon, that Client will ensure that there are no differences in content between the electronic version posted and the original signed version provided to management by JMCO.
25. **Independent Contractor** - Client and JMCO are both independent contractors and neither Client nor JMCO are, or shall be considered to be, an agent, distributor or representative of the other. Neither Client nor JMCO shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf, or in the name of, the other.
26. **Assignment** – Neither party may assign any of its rights or obligations under the terms of this engagement without the prior written consent to the other.
27. **Additional Work** – From time-to-time Client may request that JMCO undertake to complete additional work. In the event that such work is undertaken without a separate written engagement understanding then the terms of this engagement letter including these Standard Terms and Conditions shall govern the additional work.
28. **Notice/Waiver** – The parties agree that notice is effective between the parties is made through any of the following: E-mail acknowledged as received by the party to which it was addressed, Certified Mail to the most recent address of the parties, hand delivery of written document via courier. No waiver of any provision of these Standard Terms and Conditions and the engagement letter will constitute a waiver of any prior, concurrent or subsequent failure of either party to comply with the provision hereof and no waiver will be effective unless made in writing.
29. **Withdrawal** – JMCO may elect to suspend or terminate services rendered under the terms of the engagement for any reason or no reason at all. Client may elect to terminate services rendered under the terms of the engagement for any reason or no reason at all.
30. **Corporate Transparency Act/Beneficial Ownership Reporting** - Beginning January 1, 2024, some entities are required to make filings disclosing beneficial ownership interests. These filings are frequently due within thirty days of some transactions. Violations of these reporting obligations are subject to serious

punishment. Assisting you with your compliance with the Corporate Transparency Act (“CTA”), including beneficial ownership information (“BOI”) reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. You agree that we shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA’s reporting requirements and issues surrounding the collection of relevant ownership information.

31. **Entire Understanding** – This engagement letter constitutes the entire understanding between the parties regarding the JMCO services and supersedes all prior understandings relating to JMCO services. No amendment, modification, waiver or discharge of the terms of this engagement letter shall be valid unless in writing and signed by authorized representatives of both parties. This understanding has been entered into solely between Client and JMCO, and no third-party beneficiaries are created hereby. In the event any provision(s) of the terms of this document shall be invalidated or otherwise deemed unenforceable, such finding shall not cause the remainder of this document to become unenforceable. The proper venue for all actions involving the relationship between JMCO and Client are the tribunals of principal jurisdiction in Alachua County, Florida. This document may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this document must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties and all other persons or entities required by law. An electronically transmitted signature or acknowledgment will be deemed an acceptable original for purposes of binding the party providing such electronic signature.

September 9, 2025

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

This letter is provided in connection with our engagement letter for audit services dated August 27, 2025, to audit the financial statements of the City of St. Pete Beach, Florida (the City). For the year ended September 30, 2025, you have requested our assistance with year-end schedules, reconciliations to accounting general ledger system, and implementation of accounting standards. Listed below is the requested assistance with year-end schedules and reconciliations to accounting general ledger system:

Area of Training	Scope and Timing of Training	Fee	Assistance Requested?
Compensated absences	September & October – Working with City personnel for obtaining City reports regarding leave accruals, and implementation of GASB 101, <i>Compensated Absences</i>	\$3,000	
Leases and Subscription Based Information Technology Arrangements	September & October – Working with City personnel for the following determinations: - Identifying leases and/or potential leases. - Making final determinations related to subjective assumptions surrounding lease options, renewals, and other variable activity impacting the final lease asset and liability calculations. - Posting all year-end lease accounting adjustments to the City's accounting system. *All annual supporting lease schedules will be presented to you for approval. Should you desire to take over the responsibility for all future updates, we utilize a cloud-base software for which your account could be transferred to you for direct billing by the third-party software provider.	\$2,000 *Base fee for our cloud base software unrelated to training will be \$500	
Debt	September & October – Working with City personnel for coding and classification of debt payments made through the year and differences related to governmental activities accounting and proprietary fund accounting.	\$3,000	
Receivables	November & December - Working with City personnel for cash to accrual adjustments related to the State Revenue Accrual entries (2 months lag), unbilled receivables, and receivables due from other governments by doing testing procedures over subsequent receipts received for fiscal year cutoff.	\$5,000	
SEFA	November & December – Working with City personnel for preparation of SEFA schedule. This will be done based on reconciliations to intergovernmental revenue, alongside the subsequent receipt and receivables	\$3,000	

	work. We will also work with City personnel in pulling down FLAIR reports, as well as running check disbursements for vendors that were associated with grant funds.		
Accounts payable	December - Working with City personnel for cash to accrual adjustments related to subsequent disbursements and proper cutoff of fiscal years to record accounts payable.	\$3,000	
Pension Plans and OPEB: General Fire Police FRS	January & February - Working with City personnel after Florida Retirement System ACFR posted (estimated for January release) alongside actuary reports received for 3 independent pension plans and OPEB for allocation of liability estimations and journal entries.	\$5,000	
Fixed assets	September – Working with City personnel to review vendor listing from cash disbursements check register to associate long term projects (i.e. capitalized projects). Additionally, working with City personnel to reach out to Department Heads to determine new projects that occurred in fiscal year October/November – Working with City personnel to review PY fixed asset listing and working with Department Heads to determine useful live remaining November – Based on September work of new projects occurring in the fiscal year, working with City personnel to review GL coding for capital outlay December – Working with City personnel to reconcile capital outlay expenditures with fixed asset additions, alongside data entry of additions into the fixed asset software	\$10,000	

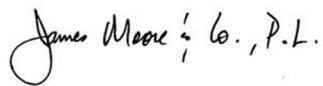
Other Audit Matters

We will perform the following nonattest services: assistance with preparation of financial statements, schedule of expenditures of federal awards and state financial assistance, preparation of data collection form, assistance of fixed asset and depreciation schedules (if requested), assistance with year-end schedules and reconciliations to accounting general ledger system (as requested), and assistance with lease calculation. With respect to any nonattest services we perform, the City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual (Devon Schmidt) to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

This communication is for informational purposes only and to further document our understanding of services to be provided and has no impact on the initial fees established in our engagement letter dated August 27, 2025, except as noted above.

This information is intended solely for the information of use of City Commission and management, and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in cursive script that reads "James Moore & Co., P.L.".

JAMES MOORE & CO., P.L.

RESPONSE:

This letter correctly sets forth the understanding of the City of St. Pete Beach, Florida.

By_____

Title_____

Date_____

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

Agenda Report

Agenda Title Name: Approval of First Amendment to City Clerk Employment Agreement – Cost of Living Adjustment (COLA) Provision

Action Request: Motion to approve the First Amendment to the City Clerk Employment Agreement

Strategic Objective: Operational Excellence

Date: September 22, 2025

Prepared By: Renee Rose, City Clerk

Through:

Summary of Issue:

Staff requests Commission approval of a contract amendment to the City Clerk's Employment Agreement to establish that, beginning September 29, 2025, the City Clerk's base salary will increase by the same percentage and on the same effective date as any cost of living adjustment (COLA) granted to general and management employees. This update aligns the City Clerk position with the City's organization-wide COLA practice and provides transparent, consistent treatment for this charter officer.

The current City Clerk contract does not expressly address COLA. Each year the Commission may approve a COLA for general and management employees as part of the budget process. The proposed amendment ties the City Clerk's base salary to that same COLA percentage.

Funding: The City Clerk's current base salary is \$95,000.10. Applying the 2.6% COLA results in an increase of \$2,470.00, bringing the new base salary to \$97,470.10 effective September 29, 2025. This adjustment has been reflected in the FY26 budget. Funding will be from the City Clerk operating budget.

Attachments: 1. First Addendum to City Clerk Contract Agreement

**CITY OF ST. PETE BEACH, FLORIDA
FIRST ADDENDUM TO CITY CLERK 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 the City Clerk, RENEE ROSE an individual (the “Employee”) (collectively the “Parties”), concerning that certain City of St. Pete Beach, Florida City Manager Employment Agreement, dated _____ (“Agreement”).

W I T N E S S E T H:

WHEREAS, City and Employee desire to amend the Agreement pursuant to Section 1.2 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. Section 1.2 of the Agreement shall be amended as follows:

Section 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. 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.

3. 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:

Renee Rose

Date: _____

ATTEST:

CITY OF ST. PETE BEACH:

Ginny Keeter-Bodkin, Deputy City Clerk

Adrian Petrilă, 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: Approve a Special Event Permit with street closure and alcohol consumption for the annual Belle Vista Halloween Block Party scheduled for October 31, 2025.

Action Request: Motion to approve a Special Event Permit with street closure and alcohol consumption for the annual Belle Vista Halloween Block Party special event scheduled for October 31, 2025.

Strategic Objective: Community Prosperity

Date: September 22, 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 and alcohol consumption 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. The applicant has provided the application, site map, Certificate of Insurance, and Hold Harmless Agreement. The estimated attendance at this event will be 200–250 people. The set-up starts at 6:30pm and clean up after 10pm. Permit fee will be \$75 (resident hosted event with an anticipated attendance between 200–250 people), Sheriff fees will be \$396 (3-hour event @ \$132/hr) and EMS fees will be \$375 (3-hour event @ \$125/hr) for this event.

This event is fully funded by the applicant and is not co-sponsored by the City of St Pete Beach.

Funding: This event is a fully funded by the applicant. This event is not co-sponsored by the City of St Pete Beach.

Attachments: 1. 2025 Belle Vista Halloween 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.

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	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

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



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

This is an Agreement (the "Agreement") entered into by and between the CITY OF ST. PETE BEACH (hereinafter "CITY") and Michael & Sarah Wheaton (hereinafter "Permit Holder"). The City and Permit Holder together shall be referred to as the "parties."

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

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

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

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

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

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

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

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

Permit Holder

City of St. Pete Beach:

Signature: 

Signature: 

By: Sarah Wheaton

By: Amanda Edmunds

Date: 8/20/2025

Date: 8/20/25



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/02/2025

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		CONTACT NAME: Event Helper Customer Service	
	Gaslamp Insurance Services	PHONE (A/C, No, Ext): (855) 493-8368	FAX (A/C, No):
	DBA Event Helper Insurance Services	E-MAIL ADDRESS: info@theeventhelper.com	
	PO Box 1549		
Grass Valley	CA 95945	INSURER(S) AFFORDING COVERAGE	
		INSURER A: Evanston Insurance Company	NAIC # 35378
INSURED		INSURER B:	
Michael Wheaton		INSURER C:	
4302 Belle Vista Dr		INSURER D:	
St. Pete Beach		INSURER E:	
FL 33706		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (other than fire) \$ 1,000,000
	☒ Host Liquor Liability					MED EXP (Any one person) \$ 5,000
	☐ Retail Liquor Liability					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	Y	N	3DS5476-M4808605	10/31/2025 12:01 AM	11/01/2025 12:01 AM
	☐ OTHER:					PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					Deductible \$ 1,000
	☐ ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
	☐ UMBRELLA LIAB	☐ OCCUR				PROPERTY DAMAGE (Per accident) \$
	☐ EXCESS LIAB	☐ CLAIMS-MADE				
	☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					AGGREGATE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				PER STATUTE ☐ OTH-ER ☐
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 200, Event Type: Holiday Event - Not Haunted - No Charge for Admission / Invite Only.

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE



City of St Pete Beach
155 Corey Ave
St Pete Beach

FL 33706

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of St Pete Beach
155 Corey Ave
St Pete Beach FL 33706

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph **1.** or **2.** of Section II – Who Is An Insured:

- 1.** In the performance of your ongoing operations; or
- 2.** In connection with your premises owned by or rented to you.

However:

- 1.** The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

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

Agenda Report

Agenda Title Name: Approve a Special Event permit with street closure for VDubs Beach Bash (Volkswagen car show) scheduled for November 15, 2025.

Action Request: Approve the Special Event permit application with street closure for VDubs Beach Bash (a Volkswagen car show) on November 15, 2025.

Strategic Objective: Community Prosperity

Date: September 22, 2025

Prepared By: Mandy Edmunds, Operations Manager

Through: Frances Robustelli, City Manager

Summary of Issue: Staff is requesting the approval of a special event permit with street closures 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, November 15, 2025. Salty Dub has provided the application, site plan, Certificate of Insurance and Hold Harmless agreement for the event. The estimated attendance at this event is 100 cars and +150 spectators. The set-up starts at 7:30am and clean up after 3pm. Alcohol will not be sold.

Permit fees will be \$350 for the event permit (non-resident event - over 249 participants anticipated), \$660 for Sheriff fees (5 hour event @ \$132/hr) and \$625 EMS fees (5 hour event @ \$125/hr).

This event is fully funded by the applicant and is not co-sponsored by the City.

Funding: This event is fully funded by the applicant and is not co-sponsored by the City.

Attachments:

1. 2025 VDubs Beach Bash revised
2. 2025 Salty Dubs Hold Harmless

October 4, 2025
Nov 15, 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
11/15/25 11/15/25

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 11/15/25

Cleanup Date: ~~10/4/2025~~ 3:00 PM 11/15/25

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,~~ 11/15/25, 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 Our last 2 events this year drew 100-200 vehicles
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: Car show with classic VW's, vendors, sponsors, DJ booth. NO
ALCHOHOL SALES

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

Source: TBD

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

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

Will Dumpsters be used? No
(Yes or No)

If yes (include on site plan)

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

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	<i>Field not completed.</i>
---	-----------------------------

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

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

11/15/25

11/15/25

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

11/15/25

11/15/25

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



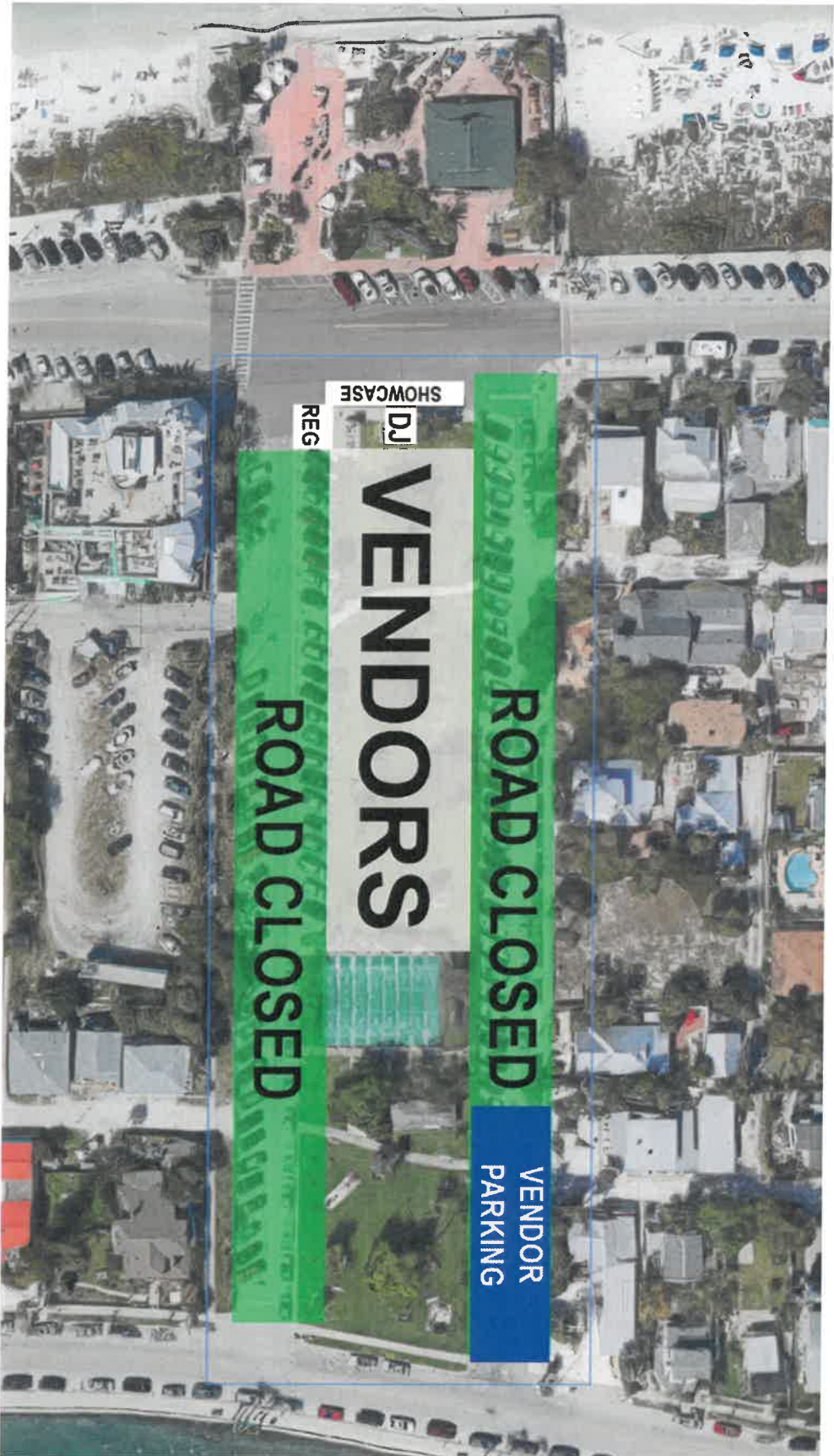
Salty Dub's Vdubs Beach Bash on Pass-a-Grille Beach 2025 Site Plan

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~~, Nov 15 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.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/02/2025

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 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: CPH Insurance 711 S Dearborn St, Ste 205 Chicago, IL 60605	CONTACT NAME: C. Philip Hodson PHONE (A/C, No, Ext): 312-987-9823 FAX (A/C, No, Ext): 312-987-0902 E-MAIL ADDRESS: info@cphins.com
INSURED: Salty Dub LLC 10581 Blossom Lake Dr Seminole, FL 33772	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 18058

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.

NSR LTD	TYPE OF INSURANCE	ADDL NSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X		EV176902	11/15/2025	11/16/2025	EACH OCCURRENCE \$1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	☐ CLAIMS MADE ☒ OCCUR						MED EXP (Any one person) \$0
	☒ Host Liquor Liability included						PERSONAL & ADV INJURY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$3,000,000
	☒ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$3,000,000
	AUTOMOBILE LIABILITY:						COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED ☐ SCHEDULED						PROPERTY DAMAGE(Per accident) \$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTIONS \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ NO STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDER? ☐ Y/N	N/A					E.L. EACH ACCIDENT \$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Event: Automobile and Motorcycle Shows Effective Date: 11/15/2025 End Date: 11/16/2025 Venue Location: Pass-a-Grille Beach, 172 9th Ave, St. Pete Beach, FL 33706

Certificate Holder is also added as Additional Insured.

CERTIFICATE HOLDER

CANCELLATION

The City of St. Pete Beach 7701 Boca Ciega Dr St. Petersburg Beach, FL 33706	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	 C. Philip Hodson AUTHORIZED REPRESENTATIVE

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

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

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

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

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

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

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

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

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

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

Permit Holder

Signature:

By: ALAN GUEVARA

Date:

09/09/2025

City of St. Pete Beach:

Signature:

A Edmunds

By:

Amanda Edmunds

Date:

9/9/25

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

Agenda Report

Agenda Title Name: Authorize the City Manager to execute Change Order 3 for the Master Pump Station 1 Rehabilitation Project with TLC Diversified Inc. in the amount of \$137,322.76.

Action Request: Motion to authorize the City Manager to execute Change Order 3 for the Master Pump Station 1 Rehabilitation Project with TLC Diversified Inc. in the amount of \$137,322.76.

Strategic Objective: Recovery, Resiliency & Sustainability

Date: September 22, 2025

Prepared By: Camden Mills, Public Services Director

Through: Frances Robustelli, City Manager

Summary of Issue: The City of St. Pete Beach Master Pump Station 1 Rehabilitation Project aims to rehabilitate the existing master pump station, increase its pumping capacity, and upgrade the backup generation and power service.

On January 14th, 2025, the City approved Change Order 1, which included the contractor's installation of an Automatic Transfer Switch (ATS).

On January 28th, 2025, the City approved Change Order 2, which included that the contractor also provide the ATS equipment and coordinate specifications with the manufacturer.

Change order 3 proposes additional force main piping in roadway and underground electrical improvements, material cost increases from tariffs, and storage and transport of city purchased equipment.

The proposed amount for Change Order 3 is \$137,322.76, which falls within the project's budgeted contingency.

Funding: 101-5671 Wastewater Pump Station 1
(\$1,906,574.64 available balance)

Attachments:

1. TLC Change Order 3 Form
2. TLC Change Order Quote



CHANGE ORDER NO. 03

PROJECT IDENTIFICATION:

Project Name: WW-005-01 Pump Station No. 1 Rehabilitation

Scope: Rehabilitate the city's existing master pump station, increase the stations capacity, and provide a backup power supply.

CONTRACTOR: TLC Diversified Inc.

CONTRACT: Pump Station #1 Rehabilitation Services Agreement – Construction P004566

The agreement scope is changed as follows:

- Additional 4" FM Piping to SSMH in Roadway and Demo Site Concrete
- Additional Underground Electrical Improvements
- VFD Housekeeping Pad Extension
- Piping, Valves, and Fittings Cost Increase
- Concrete Work Cost Increase
- Storage and Transport of City Purchased Equipment

Total Change Order Amount **\$ 137,322.76**

Contract Sum with prior approved Change Orders was: **\$ 4,064,947.26**

Total Change Order Balance (CO #1, #2, and #3) **\$ 220,381.87**

Contract Total after this Change Order **\$ 4,202,270.02**

The new Contract Sum, including this Change Order, will be: **\$ 4,202,270.02**

The Contract Time will be changed as follows: **+ 9 calendar days**

Execution of this Change Order shall constitute a final settlement of all matters relating to the change in the Work as described above, which is the subject of this Change Order.

CHANGE ORDER NO. 03

OWNER/CITY:

CONTRACTOR:

By: _____

By: _____

Name: Frances Robustelli

Name: _____

Title: City Manager, St. Pete Beach

Title: _____

Date: _____

Date: _____



TLC Diversified, Inc.
12814 Dupont Cr
Tampa, Florida 33626
Phone: 941-915-1995
jbujan@tlcdv.com
Change Order Proposal Form

Environmental Construction
Professionals Serving the Water
& Wastewater Industry
CG C041816
CU C053963

Submitted To:

Camden Mills, P.E.
Public Services Director
City of St. Pete Beach

Date:	8/28/2025
Owner:	City of St.Pete Beach
Project Number:	2409
Project:	PS 1

Item	Description	Quantity	UOM	Labor	Material	Subcontractor	Equipment	Other
	Additional 4" FM, Underground Electrical, VFD Pads,							
	Piping Cost Increase & Concrete Work Cost Increases							
	Task Additional 4" FM Piping to SSMH in Roadway and Demo Site Concrete							
	Core SSMH and linkseals	1.00	LS	\$1,000.00	\$188.07			
	Piping Materials 40' 4" pipe, (3) 4" 45s, (6) megalugs, (2) bell restraint, locate wire box w/ marker	1.00	LS		\$1,513.45			
	MOT	1.00	LS				\$264.95	
	12" Roadway base	23.00	YD		\$450.00			
	2" Thickness Asphalt Patch	23.00	YD			\$4,370.00		
	Compaction Testing	1.00	LS			\$513.00		
	Excavator with Hammer	5.00	Day				\$1,000.00	
	Trucking	2.00	Day	\$1,040.00			\$900.00	
	Survey As-Build	1.00	LS			\$500.00		
	Project Management	8.00	Hr	\$1,680.00				
	Superintendent w/ tool truck	24.00	Hr	\$3,552.00				
	Skilled Labor	48.00	Hr	\$2,736.00				
	Task Underground Electrical							
	Pull Boxes and Supports per Submittal 21 Pull Boxes	1.00	LS			\$35,804.23		
	30 Core Holes in Concrete Walls and Floor for Electrical Conduits and TLC Superintendent 4Hrs	1.00	LS	\$760.00		\$2,610.00		
	TLC Super for layout of core holes and supervision of subcontractor	2.00	Hr	\$296.00				
	Project Management	8.00	Hr	\$1,680.00				
	Task VFD Pads							
	Project Management	3.00	Hr	\$630.00				
	Superintendent w/ tool truck	8.00	Hr	\$1,520.00				
	Skilled Labor	16.00	Hr	\$1,280.00				
	Materials; Concrete 2yds, Rebar, Epoxy, forms and Concrete Pump (sub)			\$1,000.00		\$650.00		
	Task Piping, Valves and Fittings Cost Increase							
	Cost Increase of Pipe, Valves and Fittings	1.00	LS		\$34,123.54			
	Project Management	3.00	Hr	\$630.00				
	Task, Concrete Work Cost Increase							
	Cost Increase of Concrete and Rebar					\$8,050.00		
	Project Management	1.00	Hr	\$210.00				
	Storage and Transport of City Purchased Equipment							
	Insurance for Stored Materials value \$1.4M							\$3,900.00
	Project Management	8.00	Hr	\$1,680.00				
	(3) Unload (xylem & odor control unit) and Loading/ transport (4) Deliveries	21.00	Hr	\$3,990.00				
	Crane to unload Pumps and Panels and Odor Control Unit	2.00	Day			\$2,500.00		
	Transport Service (4 trips)					\$1,600.00		
	TOTAL PER COLUMN:			\$23,684.00	\$36,275.06	\$56,597.23	\$2,164.95	\$3,900.00

Request for Additional Contract Time:
TLC requires an extension of 9 calendar days

TLC Labor Rates:
TLC Project Manager Rate - \$210 per hour
TLC Superintendent w/ Truck-Tools Rate - \$190 per hour
TLC Skilled Labor Rate - \$80 per hour

7% Sales Tax Material/Equipment	\$2,690.80
10% Markup on Subcontractors	\$5,659.72
15% Markup on Material/Equip	\$6,351.00
Additional Bond	\$0.00
Total Change Order Amount:	\$137,322.76

*Emergency Response Labor Rates are 2 Times Regular Rates

Total Price of Work in accordance with the specifications for the lump sum amount of :

Acceptance of Proposal

The above prices, specifications and consideration are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

Contractor's Signature:

Owner's Signature:

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

Agenda Report

Agenda Title Name: Authorize the City Manager to execute the Continuing Contract for Professional Design Services with Adeas-Q, LLC, for three years.

Action Request: Motion to authorize the City Manager to execute the Continuing Contract for Professional Design Services with Adeas-Q, LLC, for three years and to authorize the City Manager to execute the Contract.

Strategic Objective: Operational Excellence

Date: September 22, 2025

Prepared By: Camden Mills, Public Services Director

Through: Frances Robustelli, City Manager

Summary of Issue: The City publicly advertised a Request for Qualifications (RFQ) for Engineering and Consulting Services, and a total of 29 firms submitted proposals for evaluation on May 6, 2025. The City's RFQ evaluation committee recommended 7 firms for continuing contracts to support budgeted capital improvement projects throughout the City. Adeas-Q, LLC. was selected to provide services related to transportation.

This contract shall expire three (3) years after the effective date and may be extended for up to two (2) additional one (1) year periods.

Funding: Task orders will be issued project by project on an as-needed basis, subject to budgeted funds, within the Consultant's Competitive Negotiation Act (CCNA), established under Florida Statute 287.055.

Attachments: 1. Adeas-Q CCNA Contract

CITY OF ST. PETE BEACH, FLORIDA
Continuing Contract for Professional Design Services

ADEAS-Q, LLC-Transportation

This is a Contract (the “Contract”) entered into by and between the City of St. Pete Beach (hereinafter "CITY") and Adeas-Q, LLC. (hereinafter "CONSULTANT"). The CITY and CONSULTANT together shall be referred to as the “Parties.”

WHEREAS, the CITY desires to retain the CONSULTANT to perform Continuing Professional Design Services- Transportation for the CITY, more fully described below in the “scope of services” section.

WHEREAS, the CITY desires to employ the CONSULTANT for the Continuing Professional Design Services- Transportation and other services upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon such terms and conditions.

WHEREAS, the CONSULTANT has been selected to perform these professional services pursuant to the provisions of the “Consultants’ Competitive Negotiation Act” in Section 287.055; Florida Statutes, and all applicable CITY rules, regulations and policies.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1 – GENERAL.

- 1.1 The above recitals are true and correct, and incorporated as part of this Contract.
- 1.2 CONSULTANT shall be defined herein to include all principals of the firm of, including full time employees, professionals or otherwise, and all servants, agents, employees and/or subconsultants retained by the CONSULTANT to perform its obligations hereunder. Subconsultants shall be reviewed and approved by the CITY prior to Notice to Proceed with their prospective work assignments.
- 1.3 “Professional services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

- 1.4 Prior to the start of any work under this Contract, the CONSULTANT will have submitted to the CITY a detailed resume of key engineering personnel that will be involved in performing services requested by the CITY. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the CONSULTANT desires to change the key personnel in an active assignment, it shall submit the qualifications of the new personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.
- 1.5 The CONSULTANT acknowledges that the CITY has retained other consultants, engineering and otherwise, and the coordination between said consultants and the CONSULTANT may be necessary from time to time for the successful completion of the Assignments. The CONSULTANT agrees to provide such coordination as necessary within the Scope of Services.
- 1.6 The CONSULTANT 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 Contract.
- 1.7 The CONSULTANT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Assignment.
- 1.8 Requirements for sealing all plans, reports and documents prepared by the CONSULTANT shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.9 This Contract may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Contract shall be the date this Contract has been executed by all parties.

SECTION 2 – SCOPE OF SERVICES.

- 2.1 The CONSULTANT shall diligently and in a professional and timely manner perform the work included in the Scope of Services as listed generally in the Request for Qualifications (RFQ) attached and incorporated in this Contract as Exhibit A. Unless modified in writing by the parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.
- 2.2 GENERAL. The CONSULTANT agrees to perform those services described in Exhibit A – RFQ, dated 3/19/2025, which is attached hereto and made a part hereof.
- 2.3 ADDITIONAL SERVICE. The CITY and the CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the

performance of the Scope of Services that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders and shall be undertaken only under terms of formal amendments to this Contract.

- 2.4 **TASK ORDERS.** Additional services to be provided by the CONSULTANT shall be authorized in writing as Task Orders. Task Orders to be provided shall be prepared on the form delineated as Exhibit B - which is attached hereto and made a part hereof. Each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the work authorized; and the amount and method of compensation. Task Orders shall be dated and serially numbered annually. The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this contract.
- 2.5 The CITY Manager or his/her designee may authorize Task Orders for services under this continuing contract, which are equal to or less than limits prescribed for Continuing Contracts under the provision of F.S. 287.055(g) or limits set by the CITY's rules, regulations, and policies. Professional fees under such specified Task Orders shall be based on a written proposal from the CONSULTANT as may be requested in writing by the CITY's designated representative, who shall process the proposal through the appropriate departments at the CITY. A single unitary task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this continuing contract.

SECTION 3 – CITY'S RIGHTS AND RESPONSIBILITIES.

The CITY shall provide the service described below in a timely fashion at no cost to the CONSULTANT:

- 3.1 Furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data and other information that is available in the CITY's files, necessary or useful to the CONSULTANT for the performance of the assignment. All of the documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the assignment to be performed by the CONSULTANT.
- 3.2 Make CITY personnel available when required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the CONSULTANT to enter upon the project lands as required for the CONSULTANT within a reasonable time, to perform surveys, observations and other work as necessary to complete the assignment.

- 3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and render written decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 3.5 Transmit instructions, relevant information and provide interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 3.6 Give prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope of timing of the CONSULTANT's services or becomes aware of any defect or changes necessary in the work of the CONSULTANT.
- 3.7 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the CONSULTANT.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the assignment not covered under the assignment.

SECTION 4 – COMPENSATION.

- 4.1 **GENERAL.** Compensation to the CONSULTANT for services performed pursuant to this Contract shall be in accordance with the following method or compensation, as defined and indicated a the "Lump Sum Method."

The type and amount of compensation for each Task Order shall be described on the Task Order form included in "Exhibit B."

4.2 LUMP SUM METHOD

- a. Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, subconsultants' and specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work, or other conditions stipulated in the Task Order, and the Task Order is modified by both the CITY and CONSULTANT to reflect the change(s) by formal amendment to this Contract.
- b. Payment to the CONSULTANT for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the CONSULTANT and accepted by the CITY.

- 4.3 **INVOICE PROCESSING.** Invoices received by the CITY will be processed for payment within thirty (30) days of receipt of invoice. CONSULTANT will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the

CITY with an explanation of the deficiencies. The CITY will make an effort to resolve all questionable items contained in the CONSULTANT's invoices within thirty (30) days of receipt of the invoices by the CITY. At the end of the thirty (30) day period, the CITY shall pay the CONSULTANT the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the initiating CITY representative.

- 4.4 **PAYMENT IN THE EVENT OF CONTRACT TERMINATION OR SUSPENSION.** In the event that a Task Order or this Contract is terminated or canceled, or the CONSULTANT's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of this Contract.
- 4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT.** If instructed to do so by CITY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The additional compensation shall be requested by the CONSULTANT on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the assignment by formal amendment or Task Order to this Contract.

SECTION 5 - WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF CONTRACT.

- 5.1 **WORK COMMENCEMENT.** The CONSULTANT shall commence work on each authorized Task Order within ten (10) days after receipt by the CONSULTANT of a written Notice-To-Proceed from the CITY's Designated Representative. If the CONSULTANT fails to commence work within the ten (10) day period, then the CITY shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the CONSULTANT.
- 5.2 **IMPLEMENTATION SCHEDULE.** The CONSULTANT must complete its work in accordance with the time schedule specified in the applicable Task Order/Assignment. In the event the work of the CONSULTANT is delayed due to no fault of the CONSULTANT, which delays the completion of any Task Order of the Assignment, the CONSULTANT is entitled to an appropriate extension of the contract time for the specific Task Order. Additional compensation to the CONSULTANT will be negotiated to the mutual agreement of the CITY and the CONSULTANT in the event such delay causes any Task Order's costs to increase for reasons beyond the CONSULTANT's control.
- 5.3 **TERM.** This Contract shall expire three (3) years after the effective date of this Contract and may be extended for up to two (2) additional one (1) year periods, not to exceed five (5) years maximum, upon written mutual consent of the CITY and the CONSULTANT.
- 5.4 **CONTINUING CONTRACT.** In accordance with 287.055 (g), this is a "continuing contract" for professional services entered into in accordance with all procedures of this act between the CITY and the CONSULTANT, whereby the CONSULTANT shall

provide professional services to the CITY for projects in which construction or professional costs do not exceed the statutory limitations imposed. Additionally, the CONSULTANT shall provide for work of a specified nature as outlined in Exhibit A of this Contract as required by the CITY.

SECTION 6 - CITY'S "DESIGNATED" REPRESENTATIVE.

- 6.1 GENERAL. The CITY hereby designates the CITY Manager or his/her designee to represent the CITY in all matters pertaining to and arising from the work and performance of this contract. The CITY Manager or designee shall have the following responsibilities:
- a. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
 - b. Transmission of instructions, receipt of information and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
 - c. Giving prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any defects or changes necessary in the project.
 - d. Following the CONSULTANT's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.
 - e. When appropriate, authorizing Task Orders equal to or less than limits prescribed for Continuing Contracts pursuant to the provisions of FS 287.055(g) and applicable rules, regulations, r policies of the City.

SECTION 7 - CHANGES IN SCOPE.

- 7.1 The CITY or the CONSULTANT may request changes in the Scope of Services of a Task Order. Such change(s), including any increase or decrease in the amount of the CONSULTANT's compensation for any Task Order pursuant to this Contract, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated by written formal amendment.

SECTION 8 - TERMINATION OF CONTRACT.

- 8.1 TERMINATION BY CITY FOR CAUSE. The CITY may terminate this Contract for any one or more of the following reasons:
- a. If adequate progress on any phase of the assignment is not being made by the CONSULTANT as a direct result of the CONSULTANT's failure to perform.

- b. The quality of the services performed by the CONSULTANT is not in conformance with commonly accepted design codes and standards, standards of the CITY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment.
- c. The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT.
- d. The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors.
- e. The CONSULTANT violates the Standards of Conduct provisions of this Contract herein.
- f. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
- g. Sub-standard or non-performance of Agreement.
- h. The City wishes to terminate at any time and for any reason, upon giving sixty (60) days prior written notice to the CONSULTANT.

8.2 TERMINATION BY CONSULTANT FOR CAUSE. The CONSULTANT may cancel this Contract for the following reasons:

- a. The CITY fails to meet its obligations and responsibilities as contained in the sections of this Contract describing the CITY's Rights and Responsibilities.
- b. The CITY fails to pay the CONSULTANT in accordance with this Contract.
- c. In the event of either of the causes described in this Contract, the CONSULTANT may send a certified letter requesting that the CITY show cause why the Contract should not be terminated. If adequate assurances are not given to the CONSULTANT within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONSULTANT may consider the CITY to be in default, and may immediately terminate this Contract.

8.3 TERMINATION BY CITY WITHOUT CAUSE. Notwithstanding any other provision of this Contract, the CITY shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Assignment without cause, provided that ten (10) days prior written notice is given to the CONSULTANT of the CITY's intent to terminate. In the event that a Task Order is terminated, The CITY shall identify the specific Task Order(s) being terminated and the specific Task Order(s) to be continued to completion pursuant to the provisions of this Contract. This Contract will remain in full

force and effect as to all authorized Task Orders which are to be continued to completion under this type of arrangement.

8.4 PAYMENT IN THE EVENT OF TERMINATION. In the event this Contract or any Assignment is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the CONSULTANT. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional direct costs to be incurred by the CITY due to such default.

8.5 ACTION FOLLOWING TERMINATION

- a. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- b. In the case of the CITY terminating the CONSULTANT, the CONSULTANT shall within ten (10) days or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the CONSULTANT in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the CITY. Notwithstanding the foregoing, the CONSULTANT shall not be held liable for the accuracy or reliability of any partially completed work delivered in accordance with this provision.

8.6 SUSPENSION

- a. The performance of the CONSULTANT's service under any provision of this Contract may be suspended by the CITY at any time. In the event the CITY suspends the performance of the CONSULTANT's services hereunder, the CITY shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by the CONSULTANT, and CITY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended services unless and until the CITY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the CITY that the CONSULTANT's services hereunder are to be resumed, the CONSULTANT shall complete the services of the CONSULTANT called for in this Contract and the CONSULTANT shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the CONSULTANT under this Contract, same to be payable at the times and in the number specified herein. In no event will the compensation

or any part thereof become due or payable to the CONSULTANT under this Contract unless and until the CONSULTANT has attained that state of work where the same would be due and payable to the CONSULTANT under the provisions of this Contract.

- b. If the aggregate time of the CITY's suspension(s) of the CONSULTANT's Services under any Task Order of this Contract exceeds sixty (60) days, then the CONSULTANT and the CITY shall, upon request of the CONSULTANT, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the CONSULTANT hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the CONSULTANT for the balance of the Services to be performed hereunder. No increase in compensation to the CONSULTANT shall be allowed unless it is based upon clear and convincing evidence of an increase in the CONSULTANT's costs attributable to the aforesaid suspension(s).

SECTION 9 - CLAIMS AND DISPUTES/REMEDIES.

- 9.1 CLAIMS AND DISPUTES. Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of this Contract.
- 9.2 REMEDIES. Except as provided in Section 9.1 herein, all claims, disputes and/or matters in question between the CITY and the CONSULTANT arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this contract shall be in the appropriate court with territorial jurisdiction over the City of St. Pete Beach, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 10 - INDEMNITY AND INSURANCE.

- 10.1 GENERAL. To the fullest extent permitted by Florida law, the CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the Consultant in the performance of the contract.

10.2 INSURANCE. The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in the State of Florida, and will provide Certificates of insurance to the CITY, evidencing such insurance, within fifteen (15) days following the CONSULTANT's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the CITY. Specific insurance requirements may include:

- a. WORKER'S COMPENSATION. The CONSULTANT must provide Worker's Compensation for all employees at the site location, and in case any work is subcontracted, will require the Subcontractor to provide Worker's Compensation for all of its employees.
- b. COMMERCIAL GENERAL LIABILITY. The CONSULTANT must provide coverage for all operations as detailed in the Scope of Services including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.
- c. AUTOMOBILE LIABILITY. The CONSULTANT must provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000 CSL or its equivalent.
- d. PROFESSIONAL LIABILITY INSURANCE. Annual Professional Liability Insurance must be maintained with coverage in an amount as detailed in the City of St. Pete Beach Request for Qualifications (RFQ) titled "Engineering and Consulting Services". Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of negligent performance by the CONSULTANT, or any person or subcontractor employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of three (3) years after completion of the CONSULTANT's services and/or construction and acceptance of the facilities designed by the CONSULTANT under the scope of this Contract including any amendment thereto.
- e. CERTIFICATES OF INSURANCE. The CONSULTANT shall furnish all Certificates of Insurance forwarded directly to the following:

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

with information copied to the Designated Representative identified in this Contract. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by these provisions.

SECTION 11 - NEGOTIATION DATA.

11.1 The CONSULTANT hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the CONSULTANT's compensation under this Contract may be adjusted to exclude any significant sums where the CITY determines the CONSULTANT's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the CITY during the period of this Contract and for five (5) years after final payment is made.

11.2 Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 12 - OWNER OF DOCUMENTS.

12.1 It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the CONSULTANT. The CONSULTANT shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the CONSULTANT pursuant to this Contract are instruments of service in respect to the services described in the Assignment. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to the CONSULTANT; and the CITY shall indemnify to the maximum extent permitted by law and hold harmless the CONSULTANT from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the CONSULTANT will entitle the CONSULTANT to further compensation at rates to be agreed upon by the CITY and the CONSULTANT.

12.2 Any Documents given to or prepared or assembled by the CONSULTANT and its subcontractors under this Contract shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

12.3 The CONSULTANT may maintain copies of all work performed under this Contract for the CITY.

12.4 The CONSULTANT shall not publish any information concerning this project without the prior written consent of the CITY.

12.5 The CONSULTANT should abide by the Florida Public Records law, more fully described in “Exhibit C.”

SECTION 13 - STANDARDS OF CONDUCT.

13.1 CONSULTANT EMPLOYEES. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.

13.2 EMPLOYMENT ELIGIBILITY. The Consultant 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. Consultant 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) Consultant 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 Consultant 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) Consultant shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Consultant 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 Consultant’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. Consultant 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 Consultant, the Consultant may not be awarded a public agreement for a period of one (1) year after date of termination.

- 13.3 **CONSULTANT COMPLIANCE WITH LAWS.** The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.
- 13.4 **CONFLICT OF INTEREST.** The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 8.1.
- 13.5 **REMOVAL OF EMPLOYEE.** The CITY is empowered to require the CONSULTANT to remove any employee or representative of the CONSULTANT from working on this Assignment which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the CONSULTANT in writing of the CITY's objections prior to the CONSULTANT's removal of any employee or representative.
- 13.6 **PUBLICATION.** The CONSULTANT shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 14 - ACCESS TO RECORDS/AUDIT.

- 14.1 **RECORDS MAINTENANCE.** The CONSULTANT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The CONSULTANT shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of CONSULTANT's books, records, documents, time records and cost accounts and other evidence shall be at the CITY's expense.
- 14.2 **ACCESS TO RECORDS.** The CONSULTANT shall maintain and allow access to the records required under this Section for a period of five (5) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under the terms of this Contract.

SECTION 15 - CODES AND DESIGN STANDARDS.

- 15.1 All of the services to be performed by the CONSULTANT shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the CITY and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract. The CONSULTANT shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the CONSULTANT beyond that covered under the scope of this Contract shall be subject to negotiation for an increase in scope and compensation by an amendment to this Contract.

SECTION 16 - ASSIGNABILITY

- 16.1 The CONSULTANT shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the CITY, provided that claims for the money due or to become due the CONSULTANT from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 17 - CONTROLLING LAWS

- 17.1 This Contract is to be governed by the laws of the State of Florida.

SECTION 18 - FORCE MAJEURE

- 18.1 Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 19 - EXTENT OF CONTRACT

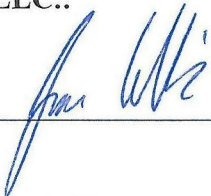
- 19.1 This Contract, together with the RFQ titled "Engineering and Consulting Services" (issued 3/19/2025), the proposal submitted 4/23/2023, and the Exhibits hereinafter identified and listed in this Section 19, incorporated herein and made a part hereof by this reference, constitute the entire Agreement between the CITY and the CONSULTANT and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract. The Exhibits supplemental to and made a part of this Contract are as follows:

Exhibit A: Scope of Services.

Exhibit B: Task Order Form.

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

Adeas-Q, LLC.:

Signature: _____

By: Dr. Jason Collins

Its: President

Date: 8/25/25

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Ralf Brookes
City Attorney

City of St. Pete Beach:

Signature: _____

By: Frances Robustelli

Its: City Manager

Date: _____

ATTEST:

Renee Rose
City Clerk

EXHIBIT “A”
SCOPE OF SERVICES



**City of St. Pete Beach
Request for Qualifications**

Engineering and Consulting Services

Issued 3/19/2025

**Submittals due by
4/23/2025 at 10:00 AM EST (Deadline)
City Hall, St. Pete Beach, FL**

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Event	Date	Time
Publication of Bid	03/19/2025	8:00 AM
Pre-Bid Meeting (MANDATORY)	03/26/2025	11:00 AM
Deadline for Question Submission	04/16/2025	10:00 AM
Bid Receiving Deadline	04/23/2025	9:00 AM
Bid Opening	04/23/2025	10:00 AM

II. GENERAL CONDITIONS

REQUEST FOR QUALIFICATIONS

Engineering and Consulting Services |

REQUEST FOR QUALIFICATIONS SUMMARY

The City of St. Pete Beach is accepting sealed Summary of Qualifications (SOQ) submittals from qualified firms for Engineering and Consulting Services. The City will be selecting at least five (5) firms or more for a three (3) year term with two (2) one-year contract renewal options. |

SUBMITTER INFORMATION

All Submitters 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 business days before the submittals are 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/>) for additional project information as it becomes available. The City reserves the right to decide whether to provide addendums or not. The City is not required to provide any additional information.

MANDATORY PRE-SUBMITTAL MEETING

A **MANDATORY** pre-submittal meeting will be held **3/26/2025 at 11:00 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.

QUALIFICATIONS SUBMITTALS

Submittal documents must include all items listed under the Submission Instructions Section of the Request for Qualifications (RFQ).

Submissions should be made electronically either to DemandStar or Bonfire by the due date. Only electronic submissions will be accepted.

The deadline for submissions is at Time **9:00 AM EST on 4/23/2025 (Deadline)**. Any electronic qualifications not received by this deadline will not be accepted – NO EXCEPTIONS.

Clearly marked Each Submittal with the service type you are bidding on.

Electronic submissions will be publicly opened and read right after the submittal deadline.

Openings are typically opened in Commission Chambers and are open to the public to witness, if desired.

CONTACT INFORMATION

John Taylor – Procurement Manager

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

Phone - (727) 363-9279

E-mail - jtaylor@stpetebeach.org |

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 RFQ. All questions pertaining to the terms and conditions or scope of work of this Request for Qualification (RFQ) 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 4/16/2025**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFQ**. 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 **RFQ** 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.

SCOPE OF WORK

The scope of work consists of providing project specific civil engineering, architectural, mapping and other related services for the City on an as-needed basis for miscellaneous current and future projects. As this contract is issued in accordance with Florida Statutes 287.055, the Consultants' Competitive Negotiation Act, projects issued under the awarded contracts will be limited to those in accordance with limits established for a "continuing contract". The City anticipates awarding multiple contracts within the following categories:

- A. General Engineering Design Services
 - a. Roads including asphalt, concrete, shell permeable alternatives and multimodal implementation.
 - b. Bridges, components above and below the water line including rehabilitation or replacement of all components and inspections.
 - c. Asbestos, lead based paint, petroleum and other hazardous, toxic radioactive waste investigations and remediation services.
 - d. Geotechnical soil investigations.
 - e. Stormwater including all components of conveyance systems for gravity flow and force main pump systems.
 - f. Sanitary including all components of conveyance systems for gravity flow, force main flow, pump stations, lift stations, and air release. All requirements for operational control of pump and lift stations including power and electronic controls.
 - g. Electrical requirements including conventional facilities, transmission, distribution, alternative power sources and emergency power alternatives.
 - h. Vertical Building Construction and Renovation
 - i. All functional aspects
 - 1. Roofing
 - 2. Doors
 - 3. Windows
 - 4. Plumbing
 - 5. HVAC
 - 6. Flooring
 - 7. Electrical
 - 8. Communications
 - 9. Interior and exterior functionality design etc. including LEED technology implementation techniques up to and including certification.
- B. Transportation Planning and Design Services
 - a. Transportation planning for multi-modal forms of transportation (separate or integrated) including pedestrian, bicycle, scooter, skateboard, electric bicycle, motorcycle, internal combustion engine vehicles, hybrid vehicles, electric vehicles, alternative power source vehicles, service vehicles, oversized vehicles and any other means of transportation.

- b. Traffic engineering including management of multi-modal forms of transportation, traffic control, traffic counts and any form of a traffic study or traffic evaluation.
- C. Architectural Design Services
 - a. Building design
 - i. New and renovations, including facilities associated with government services such as
 - 1. City Hall
 - 2. Recreational
 - 3. Library
 - 4. Public Works
 - ii. Inclusion of public art on any type of infrastructure including buildings, walls, streets, sidewalks, parks, seawalls and any other infrastructure.
 - b. Landscaping Design
 - i. Parks
 - ii. Gardens
 - iii. Parking lots
 - iv. Right of ways
 - v. Mechanical heat reduction techniques applicable to hard infrastructure such as streets and sidewalks and soft infrastructure utilizing shade canopy concepts.
- D. Survey Services
 - a. Building
 - b. Land
 - c. Easements, rights of way
 - d. Platting research
- E. Marine Facilities
 - a. Seawalls including concrete, vinyl, sheet pile and living shoreline
 - b. Piers
 - c. Docks, floating or static
 - d. Pilings, individual or group replacement
 - e. Pilings supporting waterway signage, including signage and mountings
 - f. Beach pedestrian and vehicle access ways
 - g. Sand dune restoration, nourishment and preservation techniques including plantings
- F. Community Development and Planning Services
 - a. Plans Review
 - b. Building Inspections
 - c. Permit Review
 - d. Fire and Safety Inspectors
 - e. Workload management assistance, cost for employee support for a-d above
- G. Urban Development Planning
 - a. Comprehensive Plan Review
- H. ADA Compliance Review and Implementation Planning
 - a. Website Compliance
 - b. Physical Compliance
 - c. Review of projects for compliance
 - d. Investigating complaints and recommending corrective action.
- I. Financial Services
 - a. Grant
 - i. Acquisition
 - ii. Identification
 - iii. Writing
 - iv. Submissions
 - v. Management review
 - b. Investor Services

- c. Insurance Policy Review and recommendations, medical, dental, facility, vehicle and other applicable to City management
- d. Financial Audit Services
- e. Risk Management for insurance claims
- J. Information Technology Services
- K. Soil and Material Testing
 - a. Perform foundation excavations to perform design bearing pressure.
 - b. Perform fill density testing of backfill material compaction
 - c. Provide field inspection of reinforced Concrete structures
 - d. Provide concrete and grout material testing services to ensure compliance of materials and placement methods with the contract documents
 - e. Provide proof-rolling observations and corrective recommendations/Ground Water presence and corrective action recommendations if necessary
 - f. Soil boring for soil type identification and rock
 - g. Others related soil and material inspections, other specialty inspection services (masonry, steel reinforcement, asphaltic pavement, etc.
 - h. In-place density test
 - i. Modified proctor tests
 - j. Three (3) point LBR tests
 - k. Compressive strength tests for concrete cylinders
 - l. Environmental Testing/monitoring/ (asbestos, lead, water contamination, pollution/chemical testing, and other environmental
 - m. Other tests that may be required.
 - i. All geotechnical and Material Testing will be performed under the direct supervision of a Licensed Professional Engineer in the St. of Florida.
 - ii. All testing shall be performed in accordance with United States Bureau of Reclamation (USBR or their ASTM or AASHTO equivalent Test.
 - iii. Contractors shall provide certified personnel to perform all field and laboratory testing services. Include all safety and training and all other pertinent laboratory training.
 - iv. Contractor is responsible for vehicular transportation to and from each project site including collection and hauling of all test specimens, as required.
 - v. Contractor shall possess all computer hardware, software , printers/plotters, scanners, copiers and trained personnel to provide digital or hard copy test results including field notes, sketches, electronic data files, AutoCAD exhibits, maps certified test results, etc. ...as requested by the City.
 - vi. Other test requirements as requested by the City of St. Pete Beach.

Each Submitter must identify in its submittal which categories it wants to be considered and evaluated for. Each submitter may identify more than one category if it can provide said services.

Consulting firms will be working on an as-needed basis, and this contract does not guarantee the consultants selected a minimum number of projects. Consulting firms may also be asked to provide engineers for emergency inspections following a natural disaster. The City reserves the right to issue separate engineering contracts for specific services at the city's sole discretion.

The consulting firm shall assist the City towards solutions to engineering problems and the approach or technique to be used towards accomplishing the City's objective for each project or assignment. The engineering services may include, but not be limited to, design, surveys, reviews, construction specifications, emergency inspections, and permitting. |

MINIMUM QUALIFICATIONS

SOQs will be considered from firms normally engaged in implementing the services requested. To be eligible for award, submitters must:

1. Be licensed in the State of Florida
2. Possess a minimum of five (5) years' experience in performing similar work
3. Have completed three (3) projects in the past five (5) years of a similar size, scope and complexity (See Section III for sample projects anticipated to be issued as Task Orders under awarded contracts).

Submitters shall present their SOQ as outlined in the submission instructions section of this document. Respondents must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City of St. Pete Beach. The City reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms, and conditions of the Contract. The City of St. Pete Beach will determine whether the evidence of the ability to perform is satisfactory and reserves the right to reject all SOQs.

SUBMISSION INSTRUCTIONS

The purpose of this section is to provide information related to the qualifications of interested firms to perform the service requested herein. Response to all subsets of this section is mandatory. Failure to provide the requested information may result in a submittal being deemed non-responsive. A non-responsive submittal will not receive further consideration. Upon submission, all submittals become the property of the City of St. Pete Beach and are subject to public records laws. All expenses, including travel expenses for interviews, incurred in the preparation of the submittal shall be borne by the submitter.

The following information shall be provided in the order detailed:

- a. **Title Page** - List the RFQ subject, the name of the firm, local address, telephone number, name of contact person, and e-mail address of contact person.
- b. **Table of Contents** – Include a clear identification of the material included in the submittal by page number.
- c. **Letter of Interest** – Limit one (1) page. Make a positive commitment to perform the required work. Also provide the name(s) of the person(s) who will be authorized to make representation for your firm, their title, telephone number, and e-mail address.
- d. **Statement of Qualifications and Profile of Firm** – Limit eight (8) pages. State the size of staff, number of registered professionals and overall experience of the assigned staff for this assignment. Include technical background, experience information, and other applicable data on proposed personnel and any proposed sub-consultants. Include an organizational chart of the project team and describe the communication processes to be used within the project team. State whether your firm is local, national or international in size. Give the location of the office from which the work is to be done.
- e. **Services Approach** – Limit five (5) pages. Include a general synopsis of the firm's approach and understanding of the work required. Include the firm's Quality Assurance Control program or policy.
- f. **References** - Limit ten (10) pages. Provide information for those projects which have been successfully completed which are similar to those required under this assignment. Please include projects recently completed within the last five (5) years. Additionally, document that the respondent has provided services for three (3) contracts to other local governments similar to this contract. References shall include:

- i. Client name, address, phone number, e-mail address.
 - ii. Description of the scope of the work.
 - iii. Month and Year the project was started and completed.
 - iv. Total cost and professional service fees paid.
 - v. Role of the firm and the responsibilities.
- g. **Insurance Requirements** – Provide proof of insurance in accordance with the insurance requirements section included in this RFQ.

Full resumes are to be attached as exhibits to the Submittal. Please provide the brief descriptions and information as stated. Additional exhibits to the submittal are acceptable, however, any attachments provided do not take the place of the written requirements as listed above. Resumes are not to exceed two (2) pages per person.

Please direct all technical inquiries concerning this RFQ in writing to the City Contact listed above. Questions must be submitted no later than ten (10) days prior to the submittal due date.

EVALUATION AND SELECTION OF CONSULTANT

A City review team will evaluate each firm's SOQ based upon the criteria stated in this RFQ and the ability to execute the services. As part of the evaluation process, the team may request a sit-down interview with prospective firms. Following the evaluation process, the City will then select the firm(s) considered most qualified. The successful firm(s) will be required to enter into a contract similar to the one included in this RFQ. The City reserves the right to negotiate modifications to any SOQ that it deems acceptable. The City reserves the right to terminate negotiations in the event it deems the progress towards a contract to be insufficient.

Submittals will be evaluated in accordance with the criteria listed below:

- Qualification of the Project Team
- Qualifications of the Sub-Consultants
- Firm's Experience Working on Public Works Projects
- Firm's Experience Working with the City of St. Pete Beach
- Quality Assurance Control Program/Policy
- Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the City.
- Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts.
- Location of Firm
- Quality of SOQ – firm met all requirements requested under Submission of Submittals

RESERVES THE RIGHT

The City reserves the right to reject any and all submittals, or any part of any submittal, to waive any irregularities or informalities in any submittal, and to accept that submittal which is deemed to be the most qualified and in the best interest of the City. The City of St. Pete Beach reserves the right to establish additional contracts that may be similar in nature to any contract resulting for this Request for Qualifications as best serves the needs of the City.

DESIGNATED CONTACT

The awarded firm shall appoint a person to act as a primary contact with the City. This person or back-up shall be readily available during normal working hours by phone or in person and shall be knowledgeable of the terms of the RFQ and the services being requested.

INSURANCE REQUIREMENTS

Include in proof of Insurance furnished by the firm's carrier to guarantee the engineering firm is insured.

The awarded firm must file with the City of St Pete Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

Commercial General Liability Insurance coverage, including but not limited to premises operations, products/completed operations, product liability, contractual liability, personal injury, death in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

Commercial Automobile Liability Insurance for any owned, non-owned, hired or borrowed automobile in the minimum amount of \$1,000,000 combined single limit.

Worker's Compensation/Employer's Liability Insurance as required by Florida Law for all applicable employees, agent, representatives and subcontractors, if any.

Professional Liability Insurance the Consultant will carry professional liability Errors and Omissions Insurance during the terms of this Agreement which will cover liability for any damage or non- performance on account of any error, omission, or other provable negligence caused by the Consultant in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate

INDEMNIFICATION

The Respondent shall 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 Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

ASSURANCES

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.

LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

The Consultant shall comply with all local, state, and federal directives, orders and laws as applicable to the Contract.

Compliance with Fla. Stat. 448.095:

- a. Consultant agrees to comply with all applicable portions of Fla. Stat. 448.095. Consultant 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. Subconsultants:
 - i. Consultant shall also require all subconsultants performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - ii. Subconsultants shall provide Consultant with an affidavit stating the subconsultant does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095

- iii. Consultant shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Consultant 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 Consultant'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. Consultant 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 Consultant, the Consultant may not be awarded a public agreement for a period of 1 year after date of termination.

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.

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) on USB storage device or web-based archive.

DEVIATIONS FROM SPECIFICATIONS

Respondents shall clearly indicate, as applicable, all areas in which the items/services proposed do not fully comply with the requirements of this RFQ. The decision as to whether an item fully complies with the stated requirements rests solely with the City.

NO COLLUSION

By offering a submission to this Request for Qualifications, the responder certifies that no attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principals(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

BACKGROUND CHECKS

The Code of Ordinances may require a Consultant or sub-consultant who performs work in or on City property to provide a criminal background check for any employee of the company who will do the work in or on city property. Criminal background checks shall mean a level (1) one background check as defined by F.S. § 435.03. The Consultant shall, at its expense, obtain a criminal background check for each of its employees having access to City property prior to beginning the work, and depending on the contract's term, on an annual basis thereafter. The Consultant must ensure a similar background check has been done of its subconsultants' employees who will have access to City property.

The Consultant shall be required to submit an affidavit on the form provided certifying that background checks

shall be completed for all employees who will perform work on city property. The Consultant shall conduct the background checks prior to any work being performed. Consultant shall maintain such records during the contract period and for one year thereafter and shall make such records available for inspection and verification by City.

If such a check reveals a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime, the awarded Proposer shall not assign the individual to any City property. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the City's express written authorization. In the event that the Proposer intends to hire new personnel to perform the required services, the background checks should be initiated at the time of the hire.

The City reserves the right to approve or disapprove whether the Consultant's employees perform the services for the City. Disapproval would apply solely to this contract and shall have no bearing on the Proposer's employment of an individual outside of this contract.

CONE OF SILENCE

During the course of a competitive solicitation, a Cone of Silence shall apply as follows:

A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall terminate at the time the City Commission makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications and shall not end until the Commission gives final approval of the contract.

Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation.

The Cone of Silence shall not apply to written or oral communications with legal counsel for the City or the Purchasing Manager for the City.

Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City.

PUBLIC RECORDS/CONFIDENTIAL INFORMATION

Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Proposer's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. Florida Statutes provide an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the Proposer believes any of the information contained in the response is exempt from the Public Records Law,

then the Proposer must in the response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

PUBLIC ENTITY CRIMES INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Proposer, supplier, sub-consultant, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

CONFLICT OF INTEREST

The Proposer acknowledges and confirms that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

No contract will be awarded to a Proposer who has City elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida Statutes and City Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the City's Proposer's List and prohibit the proposer from engaging in any business with the City.

TERMINATION

The resulting contract may be canceled by the City when:

- Sufficient funds are not available to continue its full and faithful performance of the contract.
- 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 Consultant.

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 Contract immediately upon written notice to the Consultant.

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a respondent may be permitted to withdraw an erroneous submittal prior to the award by the City Commission, if the following is established:

- a. The respondent acted in good faith in submitting the submittal;
- b. In preparing the submittal there was an error of such magnitude that enforcement of the submittal would result in severe hardship upon the respondent;

- c. The error was not the result of gross negligence or willful inattention on the part of the respondent;
- d. 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; and
- e. The respondent submits documentation and an explanation of how the error was made.

TAXES, FEES, CODES, LICENSING

The Consultant shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The Consultant shall also be responsible for compliance with all applicable codes, laws, and regulations.

CONTRACT MODIFICATIONS

The Continuing Contract for Professional Design Services by which the selected contractors will be bound by is attached. Any requested changes must be negotiated and completed during the solicitation process via addendums. No changes to the contract will be made after the submittal deadline.

III. SERVICE TYPES

Some of the Services required of the Consultant within the technical areas identified above include, but are not limited to, the following:

- Prepare feasibility and conceptual planning documents.
- Provide research, attendance at meetings, and preparation of presentation materials, reports and correspondence.
- Prepare and/or assist with the preparation of grant applications and attendance at meetings with grant officials.
- Assist in the review and development of ordinances.
- Provide public education/notification assistance.
- Prepare engineering designs, calculations, plans and specifications, contract bid documents, and cost estimates.
- Prepare base maps, preliminary layouts, estimates of probable costs, engineering analysis and alternatives as requested.
- Submit construction documents as needed to the City and other agencies having an interest or jurisdiction over the project.
- Prepare short-term and long-term planning documents, master plans, or provide input to the City's master plans, capital improvement program, and maintenance needs.
- Participate in construction administration as required by the City.
- Prepare formal or informal feasibility studies as necessary to assist the City in responding to capital improvement needs.
- Analysis of existing infrastructure and available capacity to serve proposed capital improvement projects.
- Prepare legal descriptions, exhibits, and surveys.
- Provide expert witness testimony.
- Prepare appropriate permitting documents and obtain and/or assist the City in obtaining permits from applicable agencies.
- Represent the City with regulatory agencies.
- Prepare periodic project status reports.
- Prepare and furnish bidding documents and assist the City in the preparation of other related documents.
- Attend bid openings, prepare bid tabulation sheets, and assist the City in the evaluation of bids or proposals.
- Issue addenda as appropriate to clarify, correct, or change the bidding documents.
- Participate in pre-construction conference as requested by the City.
- Review and determine acceptability of construction submittals, including shop drawings, progress schedule, schedule of values, etc.
- Review and provide recommendations to request for information, request for changes, and claims to the City arising during construction activities.
- Make periodic construction site visits for the purpose of determining general compliance with the approved drawings, plans, and specifications as requested by the City.
- Review as-built drawings provided by the construction contractor and provide written comments to the City.
- Provide services related to construction administration and inspections, and/or specialty inspection.
- Provide project management services and act as an extension of the City's staff for the design, bidding, and construction management of municipal projects as requested by the City.

IV. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO SECTION 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 Section 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, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 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 Section 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 entity 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, FLA. STAT., 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) |

V. 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, 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)

VI. 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

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)



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM I

CCNA-Engineering and Design RFQ

Issued 03/27/2025

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 04/23/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Attendees List (on Next Page)

Mandatory Pre-Bid Meeting
RFQ: Engineering and Consulting Services
Attendees List
March 26, 2025
11:00 AM

1. Dennis Kile – Greenman Pederson (GPI)
2. Alistair Brice – Halff
3. Alberto Miron – Applied Research Associates (ARA)
4. Teresa Beckham – Team Fishel
5. Brett Warner – NorthStar Contracting Group
6. Howard Hartung – Hyatt Survey Services, Inc.
7. Russell Hyatt – Hyatt Survey Services
8. Sarah Davenport – Traffic & Mobility Consultants
9. Farrah McBride – Tierra
10. Ernie Hoch – Jones Edmunds
11. Steve Darman – Team Fishel
12. Bonni Funt – TSFGeo
13. Chris Bridges – BCC Eng
14. Rosa Villarreal – Team Fishel
15. Lia Young – NorthStar Contracting Group,
16. Kai Belew – LJA Engineering,
17. Cat Olnick – Cummins Cederberg Coastal & Marine Engineering
18. Rob Rosner – Florida Design Consultants
19. Tracey Burghy - Willdan Engineering
20. Marilyn Etheridge - Master Consulting Engineers
21. Ronald Stein - Willdan Engineering
22. Victoria Haney - MES Group
23. Matthew Ivie - Ayres Associates Inc
24. Walter Nickel - Wright-Pierce,
25. Jonathan Langston - George F. Young
26. Christopher Gamache - Stantec
27. Mim Hall - Gahagan & Bryant Associates (GBA)
28. Terri Cook - Pennoni
29. Nick Charnas – Halff
30. Justin Keller – Advanced Engineering & Design, Inc.
31. Danielle Joyce - Transpology (WBE),
32. Kyle Matheny - Kimley-Horn and Associates
33. Herbert Raybourn - RESPEC
34. Sara Hoffman - LJA Engineering
35. Allison Shaw - David Mason
36. Robin Crawford - Bayer United Engineering Consultants
37. Dana Whitaker - CivilSurv Design Group
38. Daniel Hoeflich - Volkert
39. Michelle Eguia - Colliers Engineering & Design

40. Nick Harrison - American Structurepoint,
41. Cody Stewart - Advanced Engineering & Design, Inc.
42. Tim Harley - Weston & Sampson
43. Patrick O'Connor - American Structurepoint, Inc.
44. Dikran Kalaydjian - Land & Water Engineering Science
45. Brandyn Littleton – Halff
46. Nik Gervais - Gervais Ventures
47. Quinlyn Lally - CMTA, Inc.
48. Sean Lahav - Halff,
49. Gresham Neal - Ayres Associates,
50. Jason Collins - ADEAS-Q,
51. Sarah Head - Halff
52. Karina Tijerino - BCC Engineering
53. Rafal Kadaj - Advanced Engineering & Design, Inc
54. Mayur Patel - GPI, Inc.
55. Aaron Getchell - Halff Associates, Inc.
56. Elie Araj - Applied Sciences Consulting
57. Andrea Hall - Professional Service Industries, Inc.
58. Caitlin Caserta - Tectonic Engineering
59. Greg Stevens - Colliers Engineering & Design
60. Awet Tsegay- Pennoni
61. Leslie Cleveland - Stantec Consulting Services Inc
62. Kara Rider - Goodwyn Mills Cawood
63. Soctt Stannard - Goodwyn Mills Cawood
64. Tom Burke – Stantec
65. Christian Chandler – Atkins Realis
66. Greg Stannard - Goodwyn Mills Cawood, LLC
67. Martin Steffen - Halff
68. Jason Sheridan - Pennoni Associates, Inc
69. Joseph Foster - J Foster Consulting
70. Antonio Serbia - PE, Wright-Pierce
71. Bruno Arriola - DRMP
72. Daniel Rundle - Certa Building Solutions
73. Toni Farber - Master Consulting, Inc
74. Alisa Folden - Mead & Hunt
75. Awet Tsegay - Pennoni Associates,
76. Elaina Burton - DRMP
77. Codi Barron - Applied Sciences Consulting, Inc
78. Gabe Luger PE - Certa Building Solutions
79. Gustavo Llanos - BCC Engineering, LLC
80. Luis Mendez - Certa Building Solutions
81. Scott Garth - DRMP
82. Michael Gomez - Tectonic Engineering Consultants
83. Chris Albers - Wunderlich-Malec Engineering
84. Christina Newcomb - Applied Sciences

- 85. Adeola Adeyemi - George F Young
- 86. Chris McDaniel - Greenman-Pedersen, Inc
- 87. Hannah Atchison - Master Consulting Engineers



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ADDENDUM II

CCNA-Engineering and Design RFQ

Issued 03/31/2025

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 04/23/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

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.



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ADDENDUM III

CCNA-Engineering and Design RFQ

Issued 03/31/2025

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 04/23/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Information Technology Services (Letter J) under Scope of work-**Remove**



155 Corey Avenue
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ADDENDUM IV

CCNA-Engineering and Design RFQ

Issued 04/01/2025

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 04/23/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Community Development and Planning Services Letter 'F' a-e) under Scope of work-**Remove**



155 Corey Avenue
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ADDENDUM V

CCNA-Engineering and Design RFQ

Issued 04/02/2025

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 04/23/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Questions and Answer from Pre-Bid Meeting

Questions and Answers from Pre-Bid Meeting

Will the City elaborate on item "J. Information Technology Services" so the consultants can ensure the correct experiences and staff are included in their response? **This has been taken off the RFQ per Addendum 3.**

➤ You stated in the meeting that at least 5 companies will be awarded. Is that 5 companies total or 5 companies for each discipline? **Total of 5 or more depending on the need of the City.**

➤ Do you need to be able to provide all services listed under each category? I.e. Could an MEP Engineering Design firm just submit for just Category A, Subcategory h – 4. Plumbing; 5. HVAC; 7. Electrical; 8. Communications. **We will look at this on an as needed basis in the needs of the City. If a category truly needs only one vendor, then that is what the City will strive for. In other areas, we may split a category depending on the number of bidders we have.**

➤ Is there more information regarding the evaluation and scoring? Are all the criteria of equal weight? **In most scoring situations we look at years in business, background of staff, references, previous projects etc. They are not equal scoring. Some will be worth 50% others worth 5 % for instance.**

➤ Can you tell us who were the previous RFQ winners? **The last time this was bid was in 2020. Winners were Kimely Horn, Halff, Stantec, Hyatt, George F Young, Cardno**

➤ Will SBE/DBE certifications be a factor in the grading criteria for this solicitation? **No. SBE/DBE certification will not be a factor.**

➤ If submitting for multiple services, do we need to submit a package for each service? **Can be a combined Package as long as each section is noted.**

➤ If submitting for multiple services, is the page limit for each service or the entire package? **Each Service**

➤ Is this meeting mandatory for attendance by subconsultants also, or just prime firms? **Just Prime Firms**

- Is there a forecast of anticipated upcoming projects? Projects are budgeted each year for the upcoming year starting the first of Oct. All projects are approved or disapproved by the Commission.
- Is this utilizing Florida's new Continuing Services limit of projects under \$7.5 million? Yes
- Will any other municipalities piggy-back off of this contract? All of St. Pete Beaches Contracts can be Piggyback'd onto. There is no interest at this time from any municipality to do so.
- Is design build a desired category? No. design-build projects will be competitively bid separately from the CCNA contract.
- What City staff will be on the evaluation committee? It will be the Department Directors as well as the Acting Assist. City Manager
- Since the prime consultant has the opportunity to submit on select disciplines, does the City expect that subconsultants will be utilized on his contract? That is Correct
- Any bonding requirements for design build? N/A
- Will the addendum include a list of attendees to this presubmittal meeting? YES. It will be a separate addendum. This was posted on Addendum 1

Category F. Community Development and Planning Services has a workload management assistance section. Please provide a better description of what is required for this service. This has been taken off the RFQ per Addendum 4



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ADDENDUM V

CCNA-Engineering and Design RFQ

Issued 04/09/2025

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 04/23/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Questions and Answer

1. Do tabs count toward the overall page count? – **No.**
2. Can we list continuing service contracts for project experience if the overall contract is ongoing but tasks underneath it are completed? – **Yes.**
3. Please confirm if the 10 pages for references and similar projects should be used for 10 projects, or if there is a certain number of projects the City would like to see. –
There is not a certain number of projects the City would like to see. A minimum of (3) contracts to other local governments like this contract are required.



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ADDENDUM VII

CCNA-Engineering and Design RFQ

Issued 04/09/2025

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 04/23/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Questions and Answer

Extension of due date on last page.

Please confirm which sections get increased page numbers based on the number of categories pursued. For example, if a firm pursues main categories A, B, C, D, are all section page limits increased to 4 times the original limit? Does this make the Letter of Interest 4 pages, Statement of Qualifications and Profile of Firm 24 pages, Services Approach 20 pages, and References 40 pages? Also, does this include the sub-categories (a, b, c, d, e, etc) or just the main categories (A, B, C, D, etc)?

Title Page = 1 page

Table of Contents = 1 page

Letter of Interest = 1 page

Statement of Qualifications and Profile of Firm = 8 pages

Services Approach = 5 pages per service category pursuing (A, B, C, D, E, F, G, H, I, J, K).

References = 10 pages

Insurance Requirements = minimum necessary

Resumes = 2 pages per person

In regard to the latest addendum 6, Q#3, below, can you provide clarification on whether you are looking for one-off project examples or continuing contracts only for the reference section? The verbiage is a bit confusing. Also, do we need to be the prime firm on our references, or can we be a subconsultant? – **One-off project examples or relevant continuing contract examples are both acceptable. If you're not the prime firm on your references, please specify that.**

.Please confirm if the 10 pages for references and similar projects should be used for 10 projects, or if there is a certain number of projects the City would like to see. –

There is not a certain number of projects the City would like to see. A minimum of (3) contracts to other local governments like this contract are required."

Would the City please consider reissuing and replacing the sample contract with one which consists of terms and conditions relevant to design professional services and compliant with Florida Statutes? The sample agreement provided in this RFP has terms and conditions that are not in compliance with Florida Statutes, including Section 17 Indemnification which is in conflict with the Indemnification provision stated in the RFQ. The sample contract terms and conditions apply to construction contractor work and are not relevant to design professional services. – **This will be updated and an amendment will be published under a separate Addendum #**

Would the City please consider removing the Addendum II conflicts requirement, issued on 03/31/2025? We believe that this provision is unreasonable to comply with for all multidisciplinary engineering firms both presently or during the term of the contract that may work with the Florida Department of Transportation, Pinellas County Utilities, Forward Pinellas, Duke Energy, Frontier, Pinellas County Transportation, and City of St. Petersburg. The Addendum #2 will be changed. It will be added in another addendum

Can the organizational chart that is required to be included in Section d. Statement of Qualifications and Profile of the Firm be included on an 11" x 17" page in order to allow extra space in which to fully highlight the strengths of our project team? – **Yes.**

It seems like category K. Soil and Material Testing is part of Category A. General Engineering Design Services via item d. Geotechnical Soil Investigations. Are these two categories one and the same? **Please disregard Category A.d. and only respond to Category K.**

Extension of Due date: This RFQ has been extended two weeks. The due date for submissions will now be May 6th at 9:00 AM EST. Opening will be held on the same day at 10:00 AM



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM VIII

CCNA-Engineering and Design RFQ

Issued 04/21/2025

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 05/06/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Change to Addendum 2 should read as follows:

Conflicts: By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity (other than to a governmental agency, quasi-governmental agency, or utility company), 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 (other than to a governmental agency, quasi-governmental agency, or utility company), 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.



155 Corey Avenue
St. Pete Beach, FL 33706-1839
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ADDENDUM IX

CCNA-Engineering and Design RFQ

Issued 04/22/2025

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 05/06/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Corrected Sample Contract

CITY OF ST. PETE BEACH, FLORIDA
Continuing Contract for Professional Design Services

[Insert consultant and/or purpose for contract]

This is a Contract (the "Contract") entered into by and between the City of St. Pete Beach (hereinafter "CITY") and [insert consultant's corporate name] (hereinafter "CONSULTANT"). The CITY and CONSULTANT together shall be referred to as the "Parties."

WHEREAS, the CITY desires to retain the CONSULTANT to perform Continuing Professional Design Services for the CITY, more fully described below in the "scope of services" section.

WHEREAS, the CITY desires to employ the CONSULTANT for the Continuing Professional Design Services and other services upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon such terms and conditions.

WHEREAS, the CONSULTANT has been selected to perform these professional services pursuant to the provisions of the "Consultants' Competitive Negotiation Act" in Section 287.055; Florida Statutes, and all applicable CITY rules, regulations and policies.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1 – GENERAL.

- 1.1 The above recitals are true and correct, and incorporated as part of this Contract.
- 1.2 CONSULTANT shall be defined herein to include all principals of the firm of, including full time employees, professionals or otherwise, and all servants, agents, employees and/or subconsultants retained by the CONSULTANT to perform its obligations hereunder. Subconsultants shall be reviewed and approved by the CITY prior to Notice to Proceed with their prospective work assignments.
- 1.3 "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

- 1.4 Prior to the start of any work under this Contract, the CONSULTANT will have submitted to the CITY a detailed resume of key engineering personnel that will be involved in performing services requested by the CITY. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the CONSULTANT desires to change the key personnel in an active assignment, it shall submit the qualifications of the new personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.
- 1.5 The CONSULTANT acknowledges that the CITY has retained other consultants, engineering and otherwise, and the coordination between said consultants and the CONSULTANT may be necessary from time to time for the successful completion of the Assignments. The CONSULTANT agrees to provide such coordination as necessary within the Scope of Services.
- 1.6 The CONSULTANT 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 Contract.
- 1.7 The CONSULTANT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Assignment.
- 1.8 Requirements for sealing all plans, reports and documents prepared by the CONSULTANT shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.9 This Contract may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Contract shall be the date this Contract has been executed by all parties.

SECTION 2 – SCOPE OF SERVICES.

- 2.1 The CONSULTANT shall diligently and in a professional and timely manner perform the work included in the Scope of Services as listed generally in the Request for Qualifications (RFQ) attached and incorporated in this Contract as Exhibit A. Unless modified in writing by the parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.
- 2.2 GENERAL. The CONSULTANT agrees to perform those services described in Exhibit A – RFQ, dated **Click or tap to enter a date.**, which is attached hereto and made a part hereof.
- 2.3 ADDITIONAL SERVICE. The CITY and the CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the

performance of the Scope of Services that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders and shall be undertaken only under terms of formal amendments to this Contract.

- 2.4 TASK ORDERS. Additional services to be provided by the CONSULTANT shall be authorized in writing as Task Orders. Task Orders to be provided shall be prepared on the form delineated as Exhibit B - which is attached hereto and made a part hereof. **[DON'T FORGET TO ATTACH YOUR TASK ORDER FORM AS EXHIBIT B. WE DISCUSSED THIS WITH MIKE WHO SAID YOU COULD PREPARE A STANDARD ASSIGNMENT LETTER AND THEN DELETE THIS SENTENCE]**. Each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the work authorized; and the amount and method of compensation. Task Orders shall be dated and serially numbered annually. The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this contract.
- 2.5 The CITY Manager or his/her designee may authorize Task Orders for services under this continuing contract, which are equal to or less than limits prescribed for Continuing Contracts under the provision of F.S. 287.055(g) or limits set by the CITY's rules, regulations, and policies. Professional fees under such specified Task Orders shall be based on a written proposal from the CONSULTANT as may be requested in writing by the CITY's designated representative, who shall process the proposal through the appropriate departments at the CITY. A single unitary task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this continuing contract.

SECTION 3 – CITY'S RIGHTS AND RESPONSIBILITIES.

The CITY shall provide the service described below in a timely fashion at no cost to the CONSULTANT:

- 3.1 Furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data and other information that is available in the CITY's files, necessary or useful to the CONSULTANT for the performance of the assignment. All of the documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the assignment to be performed by the CONSULTANT.
- 3.2 Make CITY personnel available when required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the CONSULTANT to enter upon the project lands as required for the CONSULTANT within a reasonable time, to perform surveys, observations and other work as necessary to complete the assignment.

- 3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and render written decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 3.5 Transmit instructions, relevant information and provide interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 3.6 Give prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope of timing of the CONSULTANT's services or becomes aware of any defect or changes necessary in the work of the CONSULTANT.
- 3.7 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the CONSULTANT.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the assignment not covered under the assignment.

SECTION 4 – COMPENSATION.

- 4.1 GENERAL. Compensation to the CONSULTANT for services performed pursuant to this Contract shall be in accordance with the following method or compensation, as defined and indicated in the "Lump Sum Method."

The type and amount of compensation for each Task Order shall be described on the Task Order form included in "Exhibit 3."

4.2 LUMP SUM METHOD

- a. Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, subconsultants' and specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work, or other conditions stipulated in the Task Order, and the Task Order is modified by both the CITY and CONSULTANT to reflect the change(s) by formal amendment to this Contract.
- b. Payment to the CONSULTANT for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the CONSULTANT and accepted by the CITY.

- 4.3 INVOICE PROCESSING. [YOU MAY WANT TO BE SURE FINANCE HANDLES YOUR PURCHASE ORDERS THIS WAY. PLEASE DELETE SENTENCE UPON COMPLETION OF DRAFTING.] Invoices received by the CITY will be processed for

payment within thirty (30) days of receipt of invoice. CONSULTANT will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make an effort to resolve all questionable items contained in the CONSULTANT's invoices within thirty (30) days of receipt of the invoices by the CITY. At the end of the thirty (30) day period, the CITY shall pay the CONSULTANT the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the initiating CITY representative.

- 4.4 **PAYMENT IN THE EVENT OF CONTRACT TERMINATION OR SUSPENSION.** In the event that a Task Order or this Contract is terminated or canceled, or the CONSULTANT's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of this Contract.
- 4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT.** If instructed to do so by CITY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The additional compensation shall be requested by the CONSULTANT on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the assignment by formal amendment or Task Order to this Contract.

SECTION 5 - WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF CONTRACT.

- 5.1 **WORK COMMENCEMENT.** The CONSULTANT shall commence work on each authorized Task Order within ten (10) days after receipt by the CONSULTANT of a written Notice-To-Proceed from the CITY's Designated Representative. If the CONSULTANT fails to commence work within the ten (10) day period, then the CITY shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the CONSULTANT.
- 5.2 **IMPLEMENTATION SCHEDULE.** The CONSULTANT must complete its work in accordance with the time schedule specified in the applicable Task Order/Assignment. In the event the work of the CONSULTANT is delayed due to no fault of the CONSULTANT, which delays the completion of any Task Order of the Assignment, the CONSULTANT is entitled to an appropriate extension of the contract time for the specific Task Order. Additional compensation to the CONSULTANT will be negotiated to the mutual agreement of the CITY and the CONSULTANT in the event such delay causes any Task Order's costs to increase for reasons beyond the CONSULTANT's control.
- 5.3 **TERM.** This Contract shall expire three (3) years after the effective date of this Contract and may be extended for up to two (2) additional one (1) year periods, not to exceed five (5) years maximum, upon written mutual consent of the CITY and the CONSULTANT.
- 5.4 **CONTINUING CONTRACT.** In accordance with 287.055 (g), this is a "continuing contract" for professional services entered into in accordance with all procedures of this act between

the CITY and the CONSULTANT, whereby the CONSULTANT shall provide professional services to the CITY for projects in which construction or professional costs do not exceed the statutory limitations imposed. Additionally, the CONSULTANT shall provide for work of a specified nature as outlined in Exhibit A of this Contract as required by the CITY.

SECTION 6 - CITY'S "DESIGNATED" REPRESENTATIVE.

6.1 GENERAL. The CITY hereby designates the CITY Manager or his/her designee to represent the CITY in all matters pertaining to and arising from the work and performance of this contract. The CITY Manager or designee shall have the following responsibilities:

- a. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- b. Transmission of instructions, receipt of information and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- c. Giving prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any defects or changes necessary in the project.
- d. Following the CONSULTANT's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.
- e. When appropriate, authorizing Task Orders equal to or less than limits prescribed for Continuing Contracts pursuant to the provisions of FS 287.055(g) and applicable rules, regulations, and policies of the City.

SECTION 7 - CHANGES IN SCOPE.

7.1 The CITY or the CONSULTANT may request changes in the Scope of Services of a Task Order. Such change(s), including any increase or decrease in the amount of the CONSULTANT's compensation for any Task Order pursuant to this Contract, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated by written formal amendment.

SECTION 8 - TERMINATION OF CONTRACT.

8.1 TERMINATION BY CITY FOR CAUSE. The CITY may terminate this Contract for any one or more of the following reasons:

- a. If adequate progress on any phase of the assignment is not being made by the CONSULTANT as a direct result of the CONSULTANT's failure to perform.

- b. The quality of the services performed by the CONSULTANT is not in conformance with commonly accepted design codes and standards, standards of the CITY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment.
- c. The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT.
- d. The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors.
- e. The CONSULTANT violates the Standards of Conduct provisions of this Contract herein.
- f. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
- g. Sub-standard or non-performance of Agreement.
- h. The City wishes to terminate at any time and for any reason, upon giving sixty (60) days prior written notice to the CONSULTANT.

8.2 TERMINATION BY CONSULTANT FOR CAUSE. The CONSULTANT may cancel this Contract for the following reasons:

- a. The CITY fails to meet its obligations and responsibilities as contained in the sections of this Contract describing the CITY's Rights and Responsibilities.
- b. The CITY fails to pay the CONSULTANT in accordance with this Contract.
- c. In the event of either of the causes described in this Contract, the CONSULTANT may send a certified letter requesting that the CITY show cause why the Contract should not be terminated. If adequate assurances are not given to the CONSULTANT within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONSULTANT may consider the CITY to be in default, and may immediately terminate this Contract.

8.3 TERMINATION BY CITY WITHOUT CAUSE. Notwithstanding any other provision of this Contract, the CITY shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Assignment without cause, provided that ten (10) days prior written notice is given to the CONSULTANT of the CITY's intent to terminate. In the event that a Task Order is terminated, The CITY shall identify the specific Task Order(s) being terminated and the specific Task Order(s) to be continued to completion pursuant to the provisions of this Contract. This Contract will remain in full force and effect

as to all authorized Task Orders which are to be continued to completion under this type of arrangement.

- 8.4 PAYMENT IN THE EVENT OF TERMINATION. In the event this Contract or any Assignment is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the CONSULTANT. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional direct costs to be incurred by the CITY due to such default.

8.5 ACTION FOLLOWING TERMINATION

- a. Upon receipt of notice of termination, given by either party the terminated party shall promptly discontinue all services and other work unless the notice provides otherwise.
- b. In the case of the CITY terminating the CONSULTANT, the CONSULTANT shall within ten (10) days or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the CONSULTANT in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the CITY. Notwithstanding the foregoing, the CONSULTANT shall not be held liable for the accuracy or reliability of any partially completed work delivered in accordance with this provision.

8.6 SUSPENSION

- a. The performance of the CONSULTANT's service under any provision of this Contract may be suspended by the CITY at any time. In the event the CITY suspends the performance of the CONSULTANT's services hereunder, the CITY shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by the CONSULTANT, and CITY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended services unless and until the CITY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the CITY that the CONSULTANT's services hereunder are to be resumed, the CONSULTANT shall complete the services of the CONSULTANT called for in this Contract and the CONSULTANT shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the CONSULTANT under this Contract, same to be payable at the times and in the number specified herein. In no event will the compensation or any part thereof become due or payable to the CONSULTANT

under this Contract unless and until the CONSULTANT has attained that state of work where the same would be due and payable to the CONSULTANT under the provisions of this Contract.

- b. If the aggregate time of the CITY's suspension(s) of the CONSULTANT's Services under any Task Order of this Contract exceeds sixty (60) days, then the CONSULTANT and the CITY shall, upon request of the CONSULTANT, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the CONSULTANT hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the CONSULTANT for the balance of the Services to be performed hereunder. No increase in compensation to the CONSULTANT shall be allowed unless it is based upon clear and convincing evidence of an increase in the CONSULTANT's costs attributable to the aforesaid suspension(s).

SECTION 9 - CLAIMS AND DISPUTES/REMEDIES.

- 9.1 CLAIMS AND DISPUTES. Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of this Contract.
- 9.2 REMEDIES. Except as provided in Section 9.1 herein, all claims, disputes and/or matters in question between the CITY and the CONSULTANT arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this contract shall be in the appropriate court with territorial jurisdiction over the City of St. Pete Beach, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 10 - INDEMNITY AND INSURANCE.

- 10.1 GENERAL. To the fullest extent permitted by Florida law, the CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the Consultant in the performance of the contract.
- 10.2 INSURANCE. The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in

the State of Florida, and will provide Certificates of insurance to the CITY, evidencing such insurance, within fifteen (15) days following the CONSULTANT's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the CITY. Specific insurance requirements may include:

- a. **WORKER'S COMPENSATION.** The CONSULTANT must provide Worker's Compensation for all employees at the site location, and in case any work is subcontracted, will require the Subcontractor to provide Worker's Compensation for all of its employees.
- b. **COMMERCIAL GENERAL LIABILITY.** The CONSULTANT must provide coverage for all operations as detailed in the Scope of Services including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.
- c. **AUTOMOBILE LIABILITY.** The CONSULTANT must provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000 CSL or its equivalent.
- d. **PROFESSIONAL LIABILITY INSURANCE.** Annual Professional Liability Insurance must be maintained with coverage in an amount as detailed in the City of St. Pete Beach Request for Qualification (RFQ) titled "Engineering and Consulting Services". Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of negligent performance by the CONSULTANT, or any person or subcontractor employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of three (3) years after completion of the CONSULTANT's services and/or construction and acceptance of the facilities designed by the CONSULTANT under the scope of this Contract including any amendment thereto.
- e. **CERTIFICATES OF INSURANCE.** The CONSULTANT shall furnish all Certificates of Insurance forwarded directly to the following:

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

with information copied to the Designated Representative identified in this Contract. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by these provisions.

SECTION 11 - NEGOTIATION DATA.

11.1 The CONSULTANT hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the CONSULTANT's compensation under this Contract may be adjusted to exclude any significant sums where the CITY determines the CONSULTANT's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the CITY during the period of this Contract and for five (5) years after final payment is made.

11.2 Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 12 - OWNER OF DOCUMENTS.

12.1 It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the CONSULTANT. The CONSULTANT shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the CONSULTANT pursuant to this Contract are instruments of service in respect to the services described in the Assignment. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to the CONSULTANT; and the CITY shall indemnify to the maximum extent permitted by law and hold harmless the CONSULTANT from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the CONSULTANT will entitle the CONSULTANT to further compensation at rates to be agreed upon by the CITY and the CONSULTANT.

12.2 Any Documents given to or prepared or assembled by the CONSULTANT and its subcontractors under this Contract shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

12.3 The CONSULTANT may maintain copies of all work performed under this Contract for the CITY.

12.4 The CONSULTANT shall not publish any information concerning this project without the prior written consent of the CITY.

12.5 The CONSULTANT should abide by the Florida Public Records law, more fully described in "Exhibit C."

SECTION 13 - STANDARDS OF CONDUCT.

13.1 CONSULTANT EMPLOYEES. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.

13.2 EMPLOYMENT ELIGIBILITY. The Consultant 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. Consultant 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) Consultant 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 Consultant 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) Consultant shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Consultant 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 Consultant'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. Consultant 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 Consultant, the Consultant may not be awarded a public agreement for a period of one (1) year after date of termination.

13.3 CONSULTANT COMPLIANCE WITH LAWS. The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

13.4 CONFLICT OF INTEREST. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 8.1.

13.5 REMOVAL OF EMPLOYEE. The CITY is empowered to require the CONSULTANT to remove any employee or representative of the CONSULTANT from working on this Assignment which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the CONSULTANT in writing of the CITY's objections prior to the CONSULTANT's removal of any employee or representative.

13.6 PUBLICATION. The CONSULTANT shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 14 - ACCESS TO RECORDS/AUDIT.

14.1 RECORDS MAINTENANCE. The CONSULTANT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The CONSULTANT shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of CONSULTANT's books, records, documents, time records and cost accounts and other evidence shall be at the CITY's expense.

14.2 ACCESS TO RECORDS. The CONSULTANT shall maintain and allow access to the records required under this Section for a period of five (5) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under the terms of this Contract.

SECTION 15 - CODES AND DESIGN STANDARDS.

15.1 All of the services to be performed by the CONSULTANT shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the CITY and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract. The CONSULTANT shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the CONSULTANT beyond that covered under the scope of this Contract

shall be subject to negotiation for an increase in scope and compensation by an amendment to this Contract.

SECTION 16 - ASSIGNABILITY

16.1 The CONSULTANT shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the CITY, provided that claims for the money due or to become due the CONSULTANT from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 17 - CONTROLLING LAWS

17.1 This Contract is to be governed by the laws of the State of Florida.

SECTION 18 - FORCE MAJEURE

18.1 Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 19 - EXTENT OF CONTRACT

19.1 This Contract, together with the RFQ titled "[insert name of RFQ]" (issued [Click or tap to enter a date.]), the proposal submitted [Click or tap to enter a date.], and the Exhibits hereinafter identified and listed in this Section 19, incorporated herein and made a part hereof by this reference, constitute the entire Agreement between the CITY and the CONSULTANT and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract. The Exhibits supplemental to and made a part of this Contract are as follows:

- Exhibit A: Scope of Services.
- Exhibit B: Task Order Form.
- Exhibit C: Addendum

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

Corporate Consultant Name:

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: Frances Robustelli

Its: _____

Its: City Manager

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brookes
City Attorney

Ginny Bodkin
Acting City Clerk

Sample Contract

EXHIBIT “A”

SCOPE OF SERVICES

Sample Contract

EXHIBIT “B”

TASK ORDER FORM

Sample Contract

EXHIBIT “C”

Addendum

CITY OF ST. PETE BEACH, FLORIDA **STANDARD CONTRACT ADDENDUM**

THIS ADDENDUM modifies the 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” to include the following terms of this contract Addendum:

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. Additional Terms. Notwithstanding any of other provisions 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.



Request for Qualifications: **ENGINEERING and CONSULTING SERVICES**

Presented by:



Jason Collins, Ph.D., P.E., AICP (President)

201 E. Kennedy Boulevard – Suite 950

Tampa, FL 33602

Email: jcollins@adeas-q.com

Phone: (813) 495-7382

Website: www.ADEAS-Q.com



Request for Qualifications: ENGINEERING and CONSULTING SERVICES

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Our Qualifications are formatted consistent with the format in "Submission Instructions" on Page 7 from the RFQ:

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C - COVER LETTER

May 6, 2025

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

RE: Summary of Qualifications
CCNA 3/2025 – Engineering and Consulting Services

Dear Mr. Taylor:

ADEAS-Q is pleased to submit this proposal bringing our expertise to achieve the City's mobility goals. Specifically, our expertise is directed at two technical areas:

- **Transportation Planning and Design Services**
- **Urban Development Planning**

We are proud to work with resilient local governments throughout the Tampa Bay region, where we call home. **ADEAS-Q** has a reputation of using technical justification to achieve public consensus. Our transformational project experience demonstrates solid project evaluations and adaptive public involvement. We have been involved with the planning, traffic analysis, design, and/or public involvement on high-profile initiatives. More importantly, **ADEAS-Q** develops realistic improvements that get implemented.

Because our staff has well-rounded experience and diversified credentials, we can provide an efficient team to keep a project task within budget. We pride ourselves on being cooperative administration partners with the City towards creating a team atmosphere. **ADEAS-Q** is also free from potential conflict-of-interest. Therefore, we can focus directly on the needs of St. Pete Beach.

To ensure a comprehensive approach, **ADEAS-Q** has assembled a team of trusted experts including the following subconsultants:

Vrana Consulting, Inc (DBE/SBE): Public involvement and education

Alex Roark Engineering (DBE): Design and production assistance

National Data & Surveying Services: Data collection and big data analysis

As President of **ADEAS-Q**, and your Project Manager, I will be the central point of contact. I can answer any question regarding contract administration, personnel, scope of services, fee negotiations, and quality assurance. **I have full corporate authority** for providing our commitment and can be reached anytime at 813-495-7382 or at jcollins@adeas-q.com.

Our expertise has been proven to solve problems, and to also save our clients' money. We welcome the opportunity to discuss how our team can support St. Pete Beach. Thank you for your time and consideration.

Sincerely,

ADEAS-Q



Jason S. Collins, Ph.D., P.E., AICP
President

D - STATEMENT OF QUALIFICATIONS AND PROFILE OF FIRM

ADEAS-Q offers independent consulting services, which include short and long-range planning, project development and design, implementation, as well as the maintenance and operations of transportation infrastructure. We started our company with the intent of using technical justification for creating consensus on transportation projects. Specifically, our experience offers the following types of solutions from projects performed for Florida clients:

Transportation Planning and Design

- Multi-modal Form Planning
- Multi-modal Capacity Analysis
- Complete Street/Intersection Design
- Signalization
- Traffic Control
- Traffic Counts
- Pedestrian Access Utilization
- Big Data Analysis
- Traffic Simulation and Modeling
- Signal Warrant Studies
- Multi-way Stop Warrant Studies
- Concurrency Impact Assessments
- Project Development & Environment (PD&E)
- Traffic Engineering
- Systems Management & Operations (TSM&O)
- Quick-Build Solutions
- Congestion and Access Management

Urban Development Planning

- Comprehensive Plan Updates
- Land Use Analysis
- Zoning Reviews
- Long-term Master Plans
- Community Engagement
- Site Analysis
- Feasibility Studies
- Design Guidelines
- Streetscapes
- Transit-Orientated Development
- GIS Mapping
- Roundabout Evaluations: Planning and Engineering
- Grant Applications
- Land-Use and Transportation Policy
- Master Plans and Neighborhood Plans
- Parking Consulting

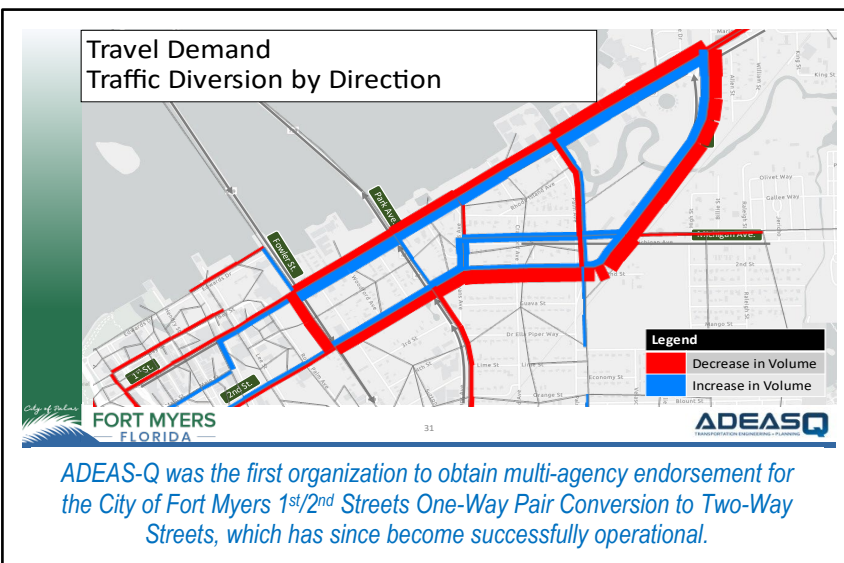
Our staff has a 27+ year history of evaluating (and implementing) special initiatives throughout Florida and the United States. We have managed the development, feasibility and/or the public involvement on high-profile initiatives. Many of these initiatives required the endorsement of Florida DOT, the County, the MPO, and other agency coordination approvals. This experience also includes significant public outreach efforts that identify the “pros/cons” of innovative alternatives.

Our broad experiences bridge across both engineering and planning, which helps create consensus between different City departments. Our existing clients have recognized how **ADEAS-Q**



is a reliable resource for progressive new ideas. Our team provides the complete variety of experience to transform good ideas into realistic solutions.

We provide independent and unbiased technical guidance. We offer a team free of conflict from special interests or other agencies. Our approach uses a customized evaluation for each project. We are more than advocates, we provide expert witness testimony. Our expertise has proven to solve problems, and to save valuable time. Our team



provides a staff of 12 people with six registered professionals. In size we are a **LOCAL** firm.

The **ADEAS-Q** Team has access to the most up-to-date computer software/hardware available for collecting and analyzing data that helps produce planning, design, and/or operational solutions resulting in great customer service. **ADEAS-Q** has full capabilities, and our staff is proficient in the following software packages toward this project:

Facilities and Capabilities – Our team’s knowledge of various traffic engineering and planning design software packages needed for this RFQ allows for an evaluation of complex intersections, congested corridors, and each neighborhood’s identity; thus allowing us to evaluate facilities influenced by the City of St. Pete Beach’s unique thoroughfare layout and land-use patterns.

Project Team Software Capabilities		
AutoCAD	Trimble Sketch-Up	StreetLightData
ESRI ArcGIS	MicroStation	Gravity Model
FSUTMS –TBRPM	AutoTurn	TransModeler
Cube Voyager	InRoads	Microsoft Project Professional
Synchro/Sim Traffic	GuideSigns	ITE Trip Generation
VISUM/VISSIM	GeoPAK	ESRI ArcMap
Highway Capacity Software (HCS)	ARTTAB, ARTPLAN, Q/LOS	Google Earth
SIDRA	TransCAD	Microsoft Office

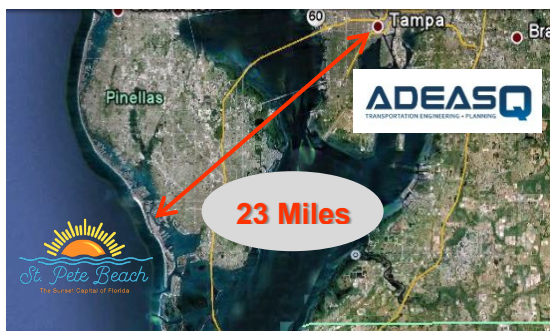
Firm/Staff Florida Experience Matrix

Within Last Five Years

 Team Personnel Experience Matrix	Jason Collins, Ph.D., P.E., AICP Project Manager	Anthony Buczek, P.E., PTOE Senior Professional	Sarah Boynton Project Coordinator	Tammy Vrana, AICP Senior Professional	Drew Roark, P.E., CTL Senior Professional	Tony Alex, P.E. Senior Professional	John Greist Senior Professional	Kevin Deal Senior Professional	David Nunez Senior Analyst
Public Engagement (Outreach/Education)	✓	✓	✓	✓	✓	✓		✓	
Community Visioning	✓	✓	✓	✓	✓			✓	
Interdepartmental Coordination	✓	✓	✓	✓	✓	✓	✓	✓	✓
Lane Repurposing Studies	✓	✓	✓	✓	✓				
Data Collection and Review	✓	✓	✓	✓	✓	✓	✓	✓	✓
Capacity and Level of Service Analysis	✓	✓	✓	✓	✓		✓	✓	✓
Travel Demand Modeling	✓	✓	✓		✓		✓	✓	✓
Traffic Simulation (SimTraffic, VISSIM)	✓	✓			✓			✓	
Urban Design	✓	✓		✓	✓	✓			
Multimodal and Parking Analysis	✓	✓	✓	✓	✓	✓	✓	✓	✓
Florida DOT Permitting	✓	✓		✓	✓	✓	✓	✓	✓
Functional Class Evaluations	✓	✓	✓	✓	✓	✓	✓	✓	✓
Vision Zero Action Plans	✓	✓		✓	✓	✓			
Conceptual Design	✓	✓	✓	✓	✓	✓		✓	
Develop Prioritized Improvement Plans	✓	✓	✓	✓	✓	✓	✓	✓	✓
Transit Development Evaluations	✓	✓	✓	✓	✓			✓	
Funding Analyses	✓	✓	✓	✓	✓	✓	✓	✓	✓

Office Location

ADEAS-Q is headquartered in Tampa, Florida, which is located within about 35 minutes from St. Pete Beach City Hall. We operate under Florida law and jurisdiction, with a special emphasis of wanting to continuously serve clients located within Florida.



The work for this contract will be conducted from the office located 23 miles away at:

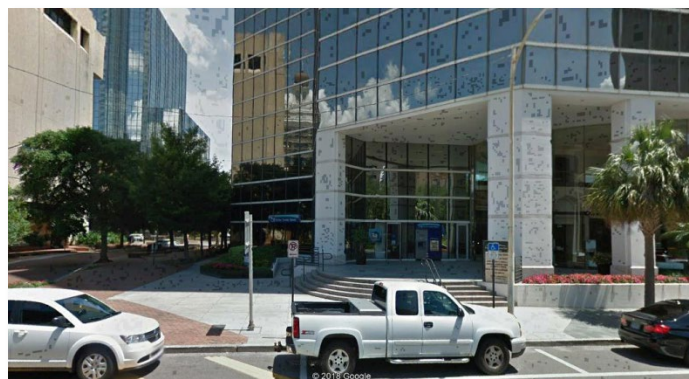
ADEAS-Q

**201 East Kennedy Boulevard
Suite 950
Tampa, FL 33602**



ADEAS-Q operates as a corporation founded in 2010 (15 years ago) by Jason Collins, Ph.D., P.E., AICP. Dr. Collins currently serves as the President of the firm with other well-qualified professionals who understand emerging mobility trends for the 21st Century. The firm has never changed ownership, nor has experienced negative changes in the mode of conducting business such as downsizing, bankruptcy proceedings, or filings. Our proposed project team and organization has the intention of complete responsiveness within the proposal of terms, conditions, and technical aspects of this RFQ.

ADEAS-Q is pre-qualified for nine (9) different work categories by the Florida Department of Transportation. We are an approved **Small Business Enterprise (SBE)** by the State of Florida and the City of Tampa. Our collaborative network of staff is uniquely qualified to manage transportation projects throughout the entire review process, as our staff has multiple credentials. More company information is available at our website www.ADEAS-Q.com.



*Current office location in Tampa
from where work will be done.*

Team Members Permanently Assigned to Florida Project Office (including subs):

Jason Collins, Ph.D., P.E., AICP
Sarah Boynton
Blanca Garcia
Tammy Vrana, AICP
Drew Roark, P.E., CTL
Tony Alex, P.E.
David Nunez
Abdiel Mateo
John Greist



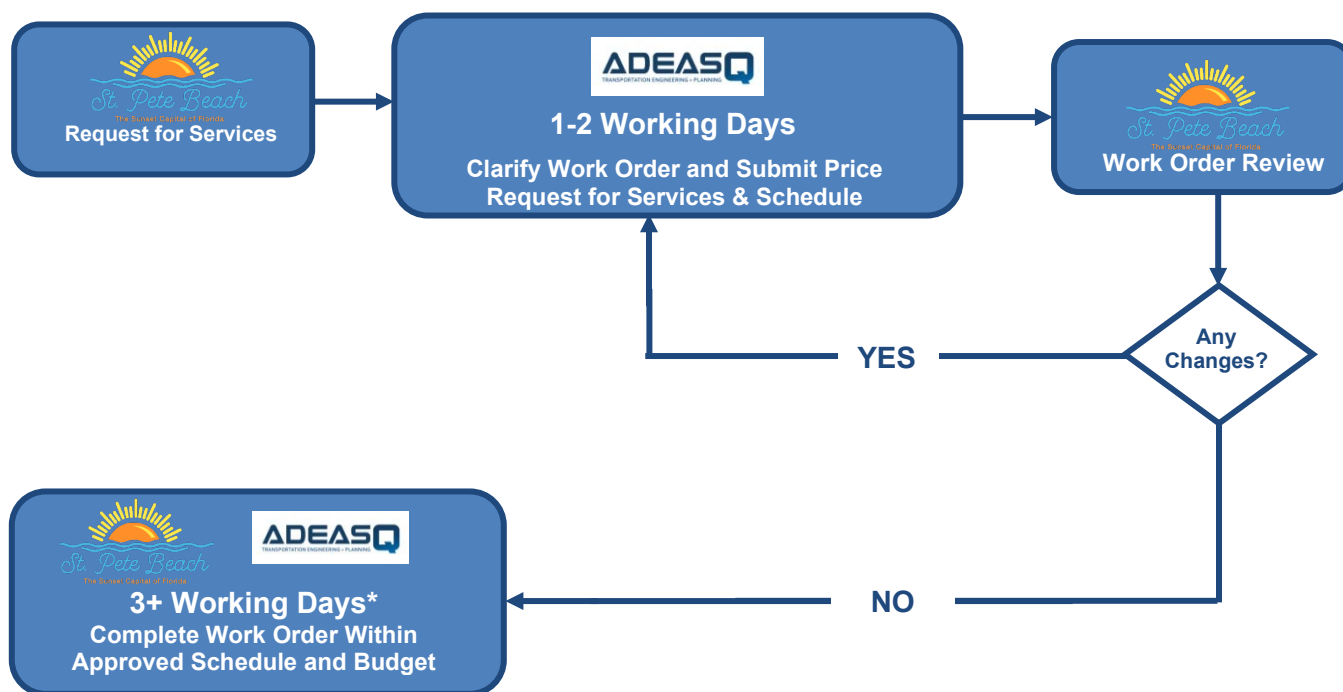
Communication Process

Our Project Manager, Jason Collins, Ph.D., P.E., AICP will be the central point of contact on all tasks for the City. He can answer any question regarding contract administration, personnel, scope of services, fee negotiations, and quality assurance. **Dr. Collins has full corporate authority** for providing our services and can be reached anytime:

Jason Collins, Ph.D., P.E., AICP
(813) 495-7382
jcollins@adeas-q.com

ADEAS-Q has developed the following implementation timeline illustrating how services will be initiated and how they will be provided:

Project Schedule and Communication Process



* The amount of time to complete tasks will vary depending upon the complexity of the assigned work order.

Proposed Personnel

Principal-in-Charge/Project Manager – **Dr. Jason S. Collins, Ph.D., P.E., AICP** is responsible for developing the company's engineering and planning activities. Dr. Collins has a 27-year history of managing special projects for local governments throughout Florida. Dr. Collins takes great pride in providing quality technical services, while also being a cooperative administrative partner to the Client. As the President of **ADEAS-Q**, Dr. Collins is responsible for directing the firm's administration, marketing, and production efforts.

Dr. Collins is nationally recognized, having written seven publications and received awards within various professional organizations. He has clear insight into urban mobility needs and provides expert witness testimony.

Dr. Collins received a B.E. degree from Vanderbilt University and a M.S. degree in Civil/Transportation Engineering from the University of South Florida. He then received a Ph.D. degree in Transportation Engineering from the University of South Florida, where he was enrolled in the Interdisciplinary Program for Economics, Engineering, and Public Administration. Dr. Collins is an active member of the American Institute of Certified Planners (AICP), the Institute of Transportation Engineers (ITE), and the National Society of Professional Engineers.



Dr. Collins specializes in consensus building for area-wide transportation projects which necessitate the interaction of multiple public agencies.

Quality Assurance – Anthony Buczek, P.E., PTOE is a professional transportation engineer specializing in multimodal urban design, traffic analysis, and safety for all modes of travel. As a city traffic engineer, he developed and constructed urban transportation solutions that prioritize people walking, bicycling, and using transit that also kept traffic moving and enhanced the streetscape. He has worked in a variety of contexts from downtown main streets to urban multilane state arterials and implementing fixed route transit. He has developed creative solutions to the challenges of integrating multimodal accommodations in high-traffic environments including signal timing solutions, roundabouts, medians, transit, and pedestrian-friendly channelization techniques. Mr. Buczek's professional focus is the development of workable solutions to support access for all users while supporting the land use vision.



Mr. Buczek participates on federal NCHRP committees focused on improving the highway design process, functional classification, flexible design standards, and pedestrian/bicycle planning.

Sarah Boynton specializes in project communications development, as well as managing the administration and data collection of projects, together with other company initiatives. As a licensed real estate agent, she also can recognize influencing trends between traffic operations, property access, development zoning, and land use planning. She has a variety of capabilities that include in-house production support with different computer software programs. She provides direction on the company website updates, and helps develop the **ADEAS-Q** company newsletter distribution.



Subconsultants

Tammy Vrana, AICP - With 37 years of experience engaging communities on behalf of Florida local governments, MPOs, and FDOT Districts, Tammy brings a wealth of expertise to planning, project development, and design phase projects. She is adept at working across disciplines and with diverse stakeholders to identify community issues, opportunities, and consensus-driven solutions. Tammy specializes in outreach, education, and participation tools and techniques to increase public awareness and involvement that informs decision making and helps build support for plans, projects, and programs.



John Greist is the Florida Area Manager for National Data & Survey (NDS). His experience includes field operation, project coordination, and scheduling/employee management. He has successfully managed large turning movement count projects, machine counts, and he has also assisted in the successful coordination and collection of specialized studies throughout Florida.



Kevin Deal is the Chief Operating Officer for National Data & Survey (NDS). He has amassed a great deal of experience in every aspect of the traffic data collection industry. His experience includes field operations, administrative operations, programs development research & development, and companywide quality control. He has successfully managed over 2,500 projects from inception to completion which have at times included customized study development as well as customized deliverables.

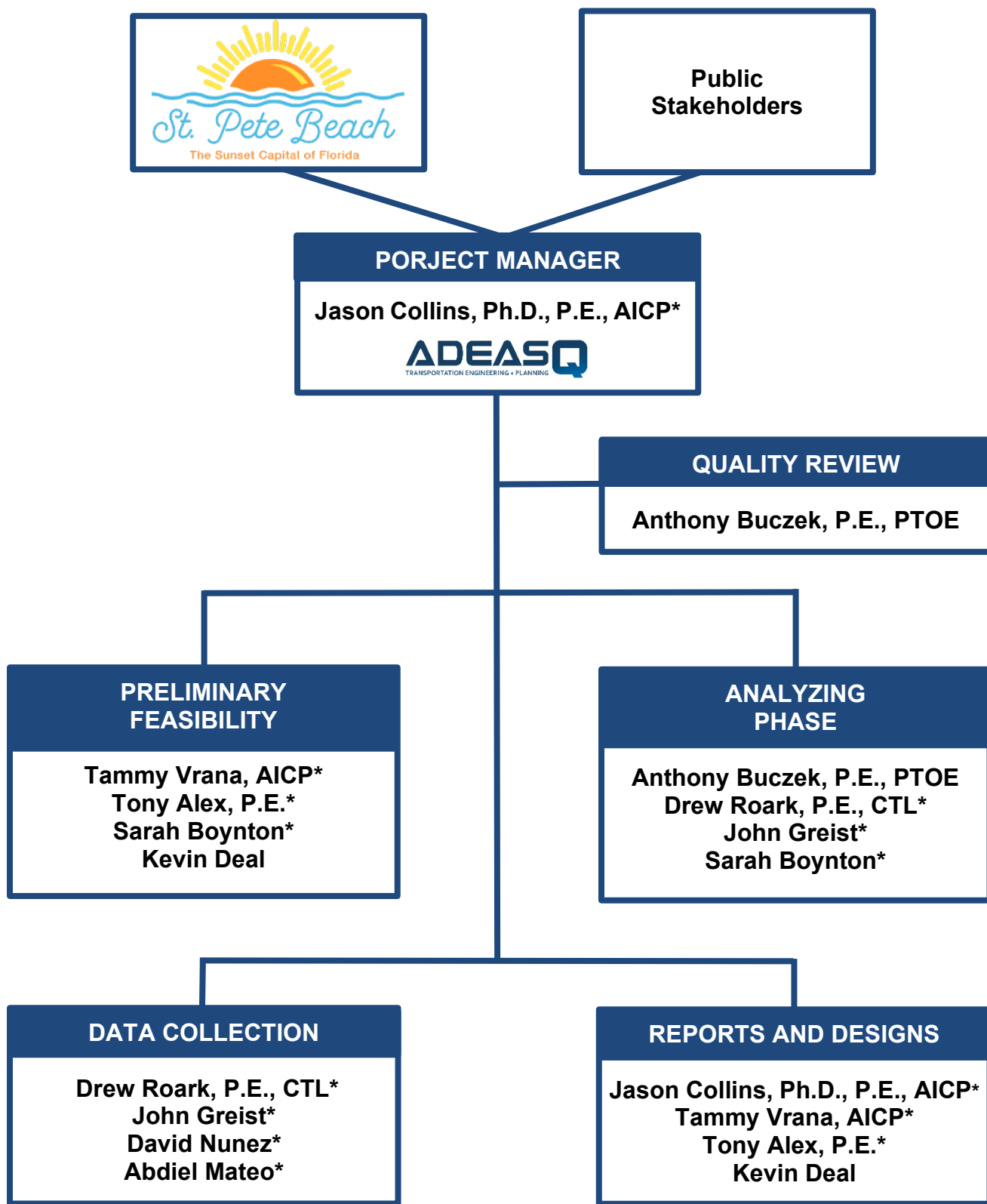
Drew Roark, P.E., CTL has 29 years of experience in the transportation consulting industry. He has performed and reviewed transportation impact studies for numerous Developments of Regional Impact (DRI) throughout the state of Florida. His experience also includes supervising data collection programs, coordination with local review agencies, preparing traffic signal warrant reports, modeling of future traffic volumes using the FSUTMS model, impact fee studies and preliminary roadway design.



Tony Alex, P.E. is a design engineer who specializes in the planning and final design for various roadway projects. His vast project background includes the reconstruction of multiple-lane facilities and city street improvements, as well as project development and environment (PD&E) studies. His expertise includes vertical and horizontal geometric design, quantity and cost estimation, traffic control planning, traffic calming design, natural features inventory, permit application preparation, and storm drain design.



Organizational Chart



* Denotes local Florida office.

Jason Collins, Ph.D., P.E., AICP is in charge and responsible for day-to-day communication and coordination with the City.

E - SERVICE APPROACH

The City of St. Pete Beach is searching for the most qualified team. We understand every project has unique situations requiring customized recommendations. Our synergy of services gives us an edge by dealing with transportation issues from a comprehensive approach.

As with each of our projects, our senior staff is directly involved. **ADEAS-Q** provides a “boutique” style of transportation planning and engineering services. This eliminates unnecessary overhead so that our senior staff can focus on production efforts. The benefit to our Clients is a better ability to **meet time and budget requirements**. These factors help reduce our corporate overhead and administration costs, which are cost savings carried over to the City.

Our experience helps the City of St. Pete Beach by managing this contract from concept development through traffic operations, design, and maintenance. Our customized approach to each project ensures context sensitive solutions. Our professionals thrive on **innovation**, as they are **recognized experts** in the transportation field. Our work is “truth tested” in the field with documented accuracy. **ADEAS-Q** requires a zero-learning curve. This combination of experience creates efficiencies that improve the project schedule and that reduce costs.



A key toward meeting these priorities will be collaborating between planning and engineering. Therefore, the City requires a transportation firm that not only provides technically defensible analyses and high-quality reports, but one that can also communicate well and build consensus throughout the neighborhoods. This firm then must excel in the ability to provide tangible recommendations that are constructible.

*This **combination of qualifications** is where **ADEAS-Q** is **uniquely qualified**.*

“I am glad to say that the analysis and recommendations Jason provided have been well respected by other technical reviewers from around the Country.”

Both the City of Sarasota and the Florida DOT have continued to reference this Study. Many of the recommendations are now moving forward to final design and construction.”

John Czerepak
Florida DOT Project Manager
Downtown Sarasota Mobility Study

Understanding the Work Required

Our team will support the work of both the City's Planning and new Public Services Department. Our broad range of experience will help focus upon the following priorities:

- Multi-modal mobility
- Complex data analysis
- Community engagement
- Travel demand modeling
- Capacity analysis
- Design accuracy

"ADEAS-Q provides a very robust and innovative approach towards multimodal transportation systems."

Nelson Galeano, P.E., PTP, PTOE
Division Manager
Manatee County

We support the expansion of transportation options throughout the entire City by documenting the following:

- Multimodal system components
- Preserve existing travel times and throughputs
- Guide segment and intersection designs

Future transportation options include connected vehicles, more rideshare options, expanded transit service, more bicycle infrastructure, etc. Our approach recognizes the growing integration of roadway infrastructure design, curbside management, and mobile technology architecture. We will also focus on finding locations that help the City's unique grid system.

Developing improvements that do not create additional traffic delay is a key factor toward obtaining consensus. Much additional capacity for already developed cities in the 21st Century comes by expanding multimodal options, in attempts to reduce the number of cars for short, local trips. Traffic calming by reducing free-flow speeds has also been a growing priority. Fortunately, **ADEAS-Q** has had recent success on these types of projects that require a combination of expertise between traffic engineering, public involvement, and urban design. Research will also include how other communities are engaging the public on new mobility and change. Peer cities are facing many of the same challenges already present:

- A car-centric culture
- Rigid regulations and standards
- Resistance to new uses for existing infrastructure
- Wide seasonal travel demand patterns
- High priority for protecting natural assets

Engage the Community

Our experience has witnessed that public involvement can often seem more like a competition of values rather than an opportunity for problem solving and idea sharing among community members. It's time for a new approach; one that broadens input, builds trust, improves message delivery techniques, and accelerates successful project implementations.

The key to identifying alternatives will be first to gain public acceptance that there is a problem, and that there are realistic solutions available. This will be a key first step on how to educate the public. Understanding items like context design will be helpful when reviewing alternatives within and outside of Downtown.

Our team is committed to delivering dynamic and impactful community engagement designed to foster a clear understanding of and broad support for study recommendations.

In addition, our team can coordinate public meetings with the governmental, commercial, and residential stakeholders, as well as provide innovative outreach activities and materials such as interactive webinars, 2-D and 3-D visualizations, and aerial drone video to enhance the educational component of the public engagement approach to the proposed improvements.

St. Pete Beach Future Land Use Map





Project staff conducting public event public meetings. This is a public workshop led by Dr. Jason Collins, Ph.D., P.E., AICP.



3-D visualization example on Blvd/Arts from the Sarasota Transportation Master Plan managed by ADEASQ. This project has since been approved and funded for construction.

Our end product is not just a technical report of evaluation and recommendations, but rather a collaboration of detailed analysis that documents the approval from other agencies that move initiatives into funding project development and design efforts, and ultimately construction.

The creativity on our team will help lead to fresh ideas. Keeping an “open mind” without predetermined solutions is key. Being patient and letting ideas grow during the process has been how our other clients have been successful. Special creativity is needed when the City already has a built out roadway system with constrained public right-of-way limits.

Transportation Context Classifications as Adopted by the State of Florida. ADEAS-Q will review adopted policies, such as the Comprehensive Plan, as part of our evaluations.



For each alternative, the **ADEAS-Q** team can create an evaluation matrix upon request to help identify the best alternative. The ability to identify cost estimates, constructability, funding sources, and the dis/advantages associated with each option will help identify the best alternative for the City. A sample evaluation matrix is provided below:

EVALUATION MATRIX FOR EACH ALTERNATIVE

OPTION	Cost Estimate	Time Frame to Construct	Funding Sources	Advantages	Dis-advantages	Recommendation
Type 1						
Type 2						
Type 3						
Other						

ADEAS-Q takes great pride in running a client-based practice, one that places great emphasis on project management to help promote client satisfaction in **time**, **cost**, and **quality**. In summary, each member of our proposed team has exceptional transportation planning and traffic engineering credentials:

- Our team is well qualified. Each task will be covered by a member of our team who has experience within the subject area.
- Our team has the capability to provide staff redundancy on each task. This helps ensure smooth project schedules and enhanced quality review.
- Also, our staff has a wide variety of experience, which will help ensure that the appropriate person is working on the appropriate task.
- We have the necessary resources and time to complete multiple tasks simultaneously.

Quality Assurance Control

The reputation of professional service firms' rests on the quality of service that clients receive. **ADEAS-Q** has instituted a **Quality Systems Manual** that details our pragmatic approach to project management and is designed to enhance and continually improve the quality of our services through meeting the requirements for the City of Bonita Springs.



Additionally, we have adopted the Florida Department of Transportation (FDOT) process of task implementation and review, circa 2024. Each task work item is required to have staff redundancy to perform quality assurance reviews prior to any project deliverable. Also, each project task item is to be performed and monitored by a licensed professional with prior experience to the task under consideration.

ADEAS-Q uses a systematic process of checking that the product and service being developed meets specified requirements. **ADEAS-Q** applies **Quality Assurance** to verify that requirements and goals for a service or activity will be fulfilled. It is the systematic measurement, comparison with a standard, monitoring of processes and an associated feedback loop that confers error prevention that **ADEAS-Q** uses in every project.

Together, these programs help ensure that **ADEAS-Q** is providing reliable and trustworthy services...**ON SCHEDULE AND ON BUDGET.**

"In summary, the Florida DOT has greatly benefited from working with Jason. His highly advanced technical capabilities make him a trusted resource."

He is also very well organized and efficient while focusing strongly on client services. His communication skills then provide a clear message of expectations."

Each task that I have worked on with Jason has been a success."

John Zielinski
Intermodal Systems Supervisor
Florida DOT - District 5

ADEAS-Q puts an emphasis on providing quality services toward customer referrals. Our US 41 PD&E Study Sarasota was awarded Project of the Year by the Florida Engineering Society. Our staff serves on National Cooperative Highway Research Committees and has also been published by the United States Transportation Research Board (TRB), Institute of Transportation Engineers (ITE), and the American Planning Association (APA). Our projects, and several of our sub-consultant projects, have received awards from APA, the Federal Transit Administration (FTA), and the Congress for New Urbanism (CNU). Our staff are also currently serving as Chairperson of the Tampa Downtown Partnership's *Urban Design and Transportation Committees*.



ADEAS-Q's VISSIM Microsimulation of six roundabouts approved along the Sarasota US 41 Multimodal Corridor. These recommendations and initial designs developed by **ADEAS-Q** have since been constructed and received the "Project of the Year" from the Florida Engineering Society.

"The work that was performed by ADEAS-Q was professional and constructive. ADEAS-Q was a great resource..."

Aaron Kaster, EI
Project Manager
Florida DOT – District One



F - REFERENCES

ADEAS-Q's diverse project experience includes a wide variety of clients located within seventeen (17) municipalities, four (4) Florida DOT Districts, and thirteen (13) counties, each located in Florida. **ADEAS-Q** has been providing services for eight (8) contracts to other local governments similar to this contract. **ADEAS-Q's** experience includes managing library on-call contracts for the following local government clients, all within the last five (5) years:

- City of Bonita Springs
- City of Tampa
- City of Naples
- City of Saint Petersburg
- City of Sarasota
- City of Fort Myers
- Manatee County
- Sarasota County

Information for similarly completed successful projects are provided on the following pages. We consider a satisfied and repeat clientele to be the most rewarding type of accomplishment:

"You (Jason Collins) have a masterful way of controlling what can be an emotionally charged audience, and then directing the stakeholders toward a constructive discussion using technical justification.

...and we would definitely recommend you to other potential clients."

Steven Stancel, AICP
Former Chief Planner
City of Sarasota, Florida

"Excellent firm and outstanding project manager. Exceptional from a regulatory perspective... Would absolutely hire again for future projects."

Carl Karakos, P.E.
Transportation Engineer
City of Fort Myers

"This makes a lot of sense. You (Jason Collins) bring a lot to the table."

Karen Kress, AICP
Transportation Manager
Tampa Downtown Partnership

"I find that he (Dr. Jason Collins) is extremely professional and knowledgeable in understanding the needs of the client, communicating with lay people, and providing quality technical reports and studies."

Paula Wiggins, P.E., MBA
Transportation Planning Manager
Sarasota County Government

"ADEAS-Q did a great job coordinating with multiple stakeholders...10 out of 10."

Ben Money, P.E.
Former Project Manager
City of Tampa, Florida

Miscellaneous Transportation Engineering and Planning Services – Sarasota, FL

Client: City of Sarasota
Ms. Alyssa Thomas, PE
Assistant City Engineer
1565 First Street
Sarasota, FL 34236
(941) 365-2200

"100 out of 100."

Alyssa Thomas, P.E.

Contract Term: Continuing Services
Contract Value: Task Order Contract

"Both for roadway designs and traffic studies, the work of ADEAS-Q is standing the test of time on our most important corridors."

Dan Ohrenstein, PE, LEED AP BD+C
Former Assistant City Engineer
City of Sarasota

Background:

This miscellaneous services contract includes conducting traffic impact studies, traffic circulation reviews, and mobility plan updates for the City of Sarasota. These evaluations are conducted consistent with the City's Comprehensive Plan, which correlates to an evaluation philosophy "to move people, not just vehicles" throughout the City limits. Therefore, an emphasis on multi-modal project site plan mitigation to help balance the priority of vehicles, pedestrians, bicycles, and transit improvements are anticipated. A variety of tasks are completed under this miscellaneous contract, with some of the highlighted project tasks provided on other project sheets.

Within the last eight years, **ADEAS-Q** has successfully completed 27 various task orders working continuously for the City. Company staff has had a continuous 23-year working relation with the City that has participated in the identification, development, and implementation for many of the City's long-range transportation redevelopment goals and objectives.

Tasks Include:

- Traffic Surveys and Data Collection
- Traffic Impact Analyses
- Multi-modal Site Plan Circulation Reviews
- Bicycle Route Planning
- Roundabout Feasibility Evaluations
- Design Plans
- Travel Demand Modeling
- Truck Route Study and Ordinance Update
- Capital Improvement Plan (CIP) Development
- Comprehensive Plan Review
- Geographic Information System (GIS) Mapping
- Mobility Fee Evaluations
- Capacity Analyses and 3-D Microsimulation



General Transportation Services – Saint Petersburg, FL

Client: City of Saint Petersburg
Ms. Ziba Mohammadi, P.E.
Project Manager
One Fourth Street North
St. Petersburg, FL 33701
(727) 892-5341

"Very easy to work with and reliable."

Ziba Mohammadi, P.E.
Former Project Manager
City of Saint Petersburg

Contract Term: Continuing Services

Contract Value: Task Order Contract

Background:

ADEAS-Q has served the City of Saint Petersburg as a general engineering consultant. This contract focuses on providing technical assistance for bicycle/pedestrian improvements, developments of regional impact (DRI), and traffic calming projects located within the City.

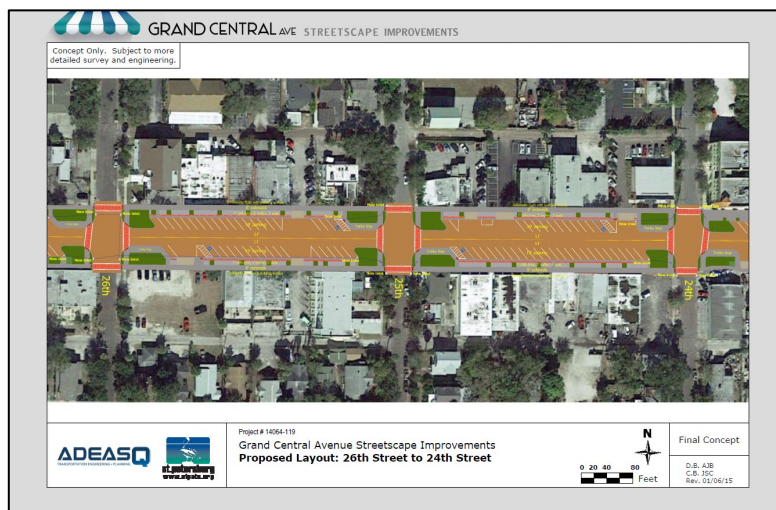
Saint Petersburg is the State of Florida's fifth largest city by population. The City is widely known for emphasizing quality and innovative transportation improvements with an extensive neighborhood traffic calming program. These improvements require guidance toward providing a balance of aesthetics and function for all modes of transportation.

Tasks Covered under this Contract Include:

- Technical evaluations and pilot studies
- Permitting and compliance with Federal, State, and City regulations
- Preparation of biddable and constructible documents
- Designs (conceptual, preliminary, detailed)
- Program development
- Construction services assistance
- Grant assistance
- Expert witness testimony
- Intermodal facility planning

"Very well put together final package."

Brejesh Prayman, P.E.
Department Manager
City of St. Petersburg



Manatee County Miscellaneous Transportation Services – Bradenton, FL

Client: Manatee County Public Works Dept
Mr. Nelson Galeano, P.E., PTP, PTOE
Transportation Systems Engineer
1022 26th Avenue East
Bradenton, FL 34208
(941) 748-4501

Contract Term: Continuing Services

Contract Value: Task Order Contract

Background:

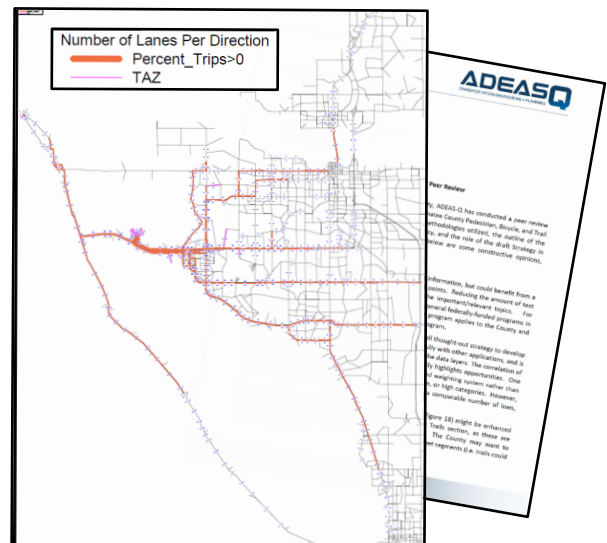
ADEAS-Q provides ongoing transportation planning services to Manatee County as assigned. The purpose of this on-call miscellaneous services contract is to provide additional assistance that supplements County department staff capabilities. These services have ranged from reviewing transportation impact studies for proposed development and land use amendments to preparing grant applications and transportation related maps.

“ADEAS-Q provides a very robust and innovative approach towards multimodal transportation systems.”

Nelson Galeano, P.E., PTP, PTOE
Transportation Systems Engineer
Manatee County DPW –
Planning Section

Tasks Covered under this Contract Include:

- Network alternatives analyses using travel demand models
- Evaluate feasibility of planned transportation improvements
- Prepare traffic reports for capital improvement projects
- Perform multimodal quality/level of service analyses
- Produce review comment reports and draft approval letters
- Provide subject matter expert testimony
- Roadway capacity analyses and microsimulation
- Prepare maps using GIS
- Develop federal and state grant applications



Citywide Transportation Master Plan – Sarasota, FL

Client: City of Sarasota
Ms. Alvimarie Corales, AICP
Chief Transportation Planner
1565 First Street
Sarasota, FL 34236
(941) 365-2200

Contract Term: 18 Months (6/2019 – 1/2021)

Contract Value: \$400,000

“Very professional. We are very pleased with the project management.”

Colleen McGue, AICP
Former Chief Transportation Planner
City of Sarasota

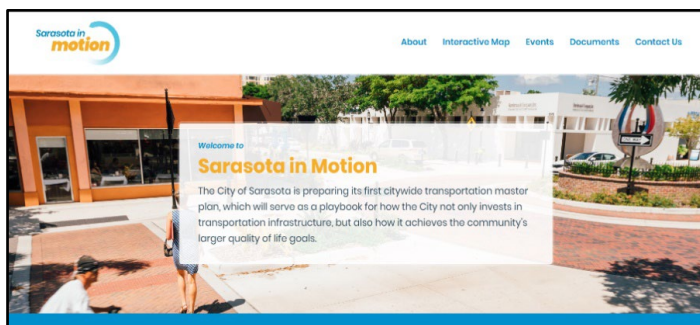
Background:

ADEAS-Q managed the first ever Citywide Transportation Master Plan in the City of Sarasota. **ADEAS-Q** was selected over many well-respected and international consulting firms to work on this exciting project. Referred as “Sarasota in Motion,” this Master Plan is focused on a unique public involvement approach, and the ability to harness future technology architecture into planning for the transportation infrastructure. Other items of significance include the preservation of capacity while providing robust multimodal facilities that can accommodate large-scale redevelopment throughout the City.

ADEAS-Q is very proud to be associated with this project. More information is available at www.sarasotainmotion.com.

Activities Included:

- Public Involvement
- Traffic Operations Analyses
- Crash Analyses
- Multimodal Facility Analyses
- Travel Demand Modeling
- Transit Service Evaluation
- Alternatives Development
- Implementation Plan



Complete Street/Intersection Implementation Plan – Naples, FL

Client: City of Naples
Mr. Dan Ohrenstein, P.E., PTOE
Director – Streets & Stormwater Dept.
295 Riverside Circle
Naples, FL 34102
(239) 213-5003

Contract Term: Six Months – (1/2020 – 6/2020)

Contract Value: \$75,000 – completed within budget



Background:

ADEAS-Q worked with the recently adopted Complete Streets Policy intended to guide City improvements. This initiative evaluates complete street improvements implemented through the roadway resurfacing program for locations previously identified in the City's Capital Improvement Program. These improvements are then considered for inclusion into a previously committed maintenance project. In return, this effort helps to automatically integrate multi-modal transportation from maintenance projects and enables the community's desire for a more livable and walkable environment.

ADEAS-Q was also tasked to evaluate recent traffic volumes, survey data, crash data, aesthetics, and multi-modal access and to determine whether the existing traffic signals are still the best design alternative. Other evaluated alternatives included stop-control and roundabouts. This task included developing an evaluation matrix to help prioritize the recommended improvement for each existing span-wire location.



Activities Included:

- Crash History Evaluation
- Conduct Field Reviews
- Perform a Road Safety Audit (RSA)
- Review Traffic Analysis
- Develop Project Alternatives
- Identify Multimodal Improvements
- Public Involvement
- Report Development

"Yes, I can attest to the great work performed by ADEAS-Q. Jason and his team provide an outstanding level of professional service and are quite knowledgeable in their field. Jason is a wonderful communicator and has presented on controversial projects to our City Council with much success."

Gregg Strakaluse, P.E.
Former Director – Streets & Stormwater Dept.
City of Naples

Siesta Key Transportation Study – Sarasota County, FL

Client: Sarasota County Public Works
Mr. Kwamena Sankah, P.E., MBA
Transportation Planning Manager
1001 Sarasota Center Boulevard
Sarasota, FL 34240
(941) 861-0769

Contract Term: Four Months (3/2020 – 7/2020)

Contract Value: \$40,000

Background:

The purpose of the Siesta Key Transportation Study is to examine the feasibility of improving the transportation infrastructure, including the traffic operation and circulation to/from Siesta Key. The study documents existing issues and develops a strategy to alleviate the traffic concerns. A variety of elements including traffic patterns, destination points, multi-modal alternatives, and parking needs were being considered.

This strategy is intended to be a multi-phase approach. The objective of this Phase One is to develop a template of feasible improvements that should be considered for more detailed investment. Developing preliminary alternatives and project descriptions with an action plan and cost estimates is included.

Activities Include:

- Public Involvement
- Traffic Operations Analysis
- Climate Resistance
- Implementation Plan
- Alternatives Analysis
- Cost Estimation

"99/100....It was a pleasure working with Dr. Collins and his team at ADEAS-Q. His professionalism and depth of knowledge is incredible. Our stakeholder meetings were highly successful with his leadership."

Kwamena Sankah, P.E., MBA
Project Manager
Sarasota County, Florida



Downtown Safety Enhancements – Tampa, FL

Client: City of Tampa, Florida
Mr. Cal Hardie, P.E.
Capital Projects Manager
306 E. Jackson Street – 6th Floor
Tampa, FL 33602

Contract Term: Continuing Four Months (3/2020 –

Contract Value: \$50,000 \$40,000

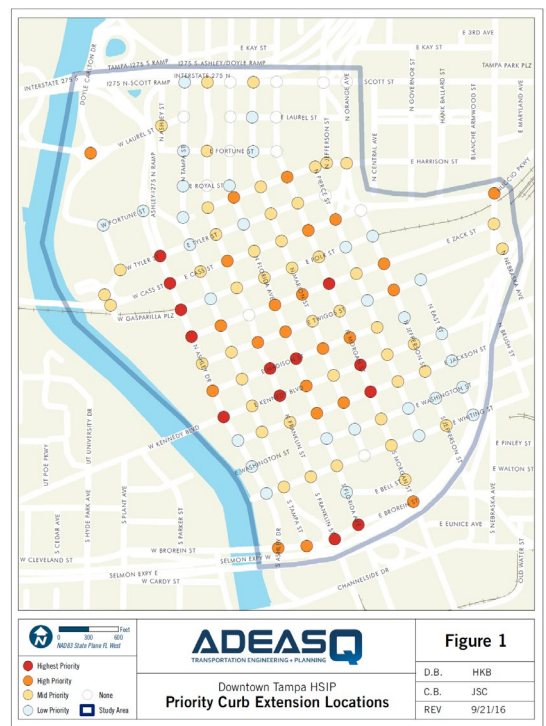
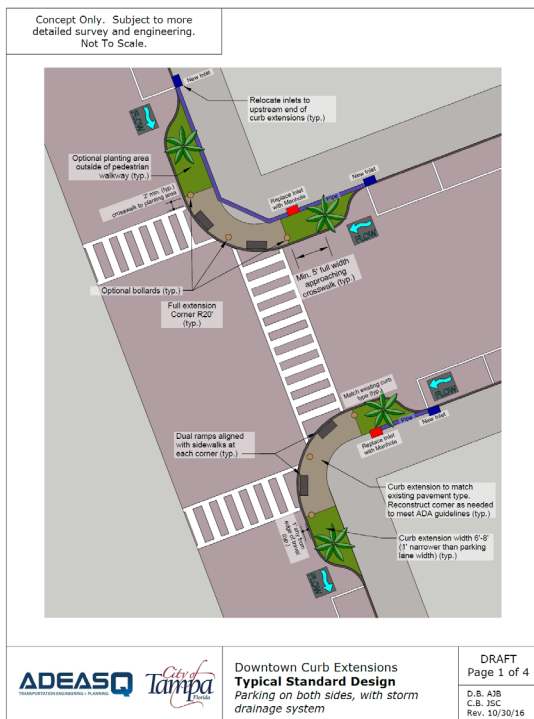
“They (ADEAS-Q) provided exceptional service. We would certainly recommend them....”

Cal Hardie, P.E.
Former Capital Projects Manager
City of Tampa

Background:

The City of Tampa has a comprehensive program to address system wide traffic safety improvements through a partnership with the Florida DOT. An updated review of downtown intersections was undertaken to identify and to prioritize opportunities for installing curb extensions. A variety of factors that influence safety and comfort for people crossing streets were documented for each intersection. The 129 intersections in the study area were prioritized to identify where curb extensions are currently feasible, or are feasible with minor revisions to lane alignments. The goal to meet the State’s Complete Streets Policy through continued development was implemented via this project and included the following activities:

- Creation of custom priority evaluation
- Development of proposal materials for grant funding
- Evaluate design and construction factors
- Benefit/Cost Analysis



“Dutch Style” Roundabout Design – Tampa, FL

Client: City of Tampa
Robert Hatton, P.E.
Project Manager
306 East Jackson Street, 4E
Tampa, FL 33602
(813) 274-3280

Contract Term: 16 months (3/2022 – 7/2023)

Contract Value: \$454,000 – completed within budget

Background:

“The product they provide has gone above my expectations, they have been able to provide a lot of design adjustments in a short timeframe in order to meet deadlines and find unique solutions....”

Robert Hatton, P.E.
Project Manager
City of Tampa

Doyle Carlton Drive serves as an important north-south thoroughfare for areas next to the developing Arts and Riverwalk sections of Downtown. While there is an emphasis for improved pedestrian and multi-modal connectivity, the Laurel Street intersection at Doyle Carlton Drive has an auto-centric suburban style infrastructure and traffic control. The current infrastructure is outdated and in conflict with the objectives for this redeveloping neighborhood.

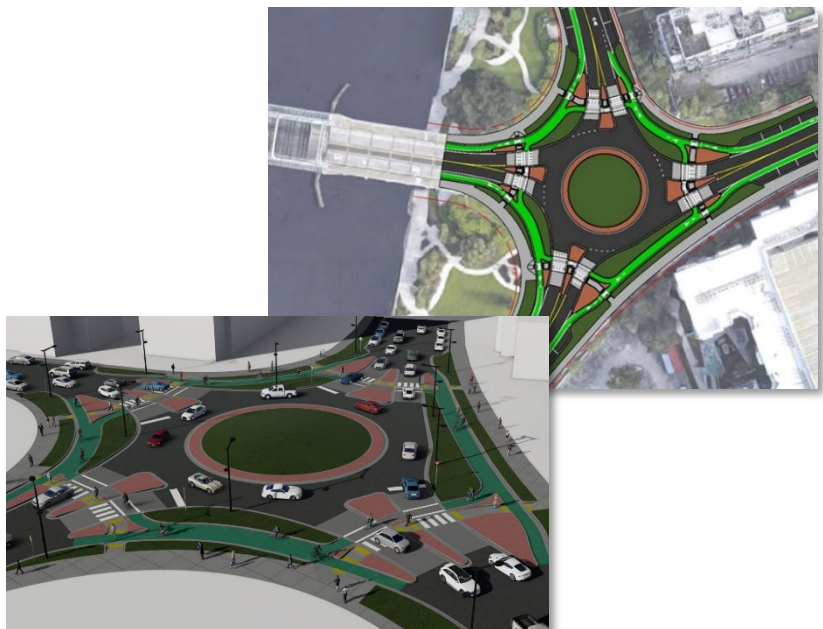


This “Dutch” Roundabout provides a high level of service to motor vehicle traffic while dramatically improving the intersection for people walking and bicycling. A dedicated cycle track and raised crosswalks are unique elements. Significant opportunities for a strong connection with the Tampa Riverwalk and better efficiency of public space are provided.

This will create an artistic gateway between two neighborhoods across the Hillsborough River. Consideration for traffic with the adjacent drawbridge was also included.

Project Activities Included:

- Complete Engineering Design
- Traffic Operations
- Cost Estimation
- Public Engagement
- Multi-modal Accommodations
- Parking Analysis
- Grant Application Assistance
- LAP Coordination
- Complex Drainage Design



Morgan Street & Whiting Street Intersection Design – Tampa, FL

Client: Mr. Brandon Campbell, P.E., PTOE
City of Tampa
Transportation and Stormwater Services
1104 E. Twiggs Street
Tampa, FL 33602
Phone: (813) 274-7932



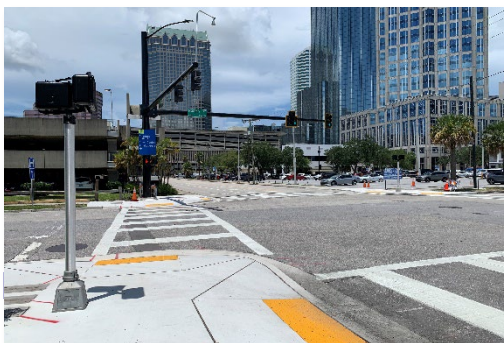
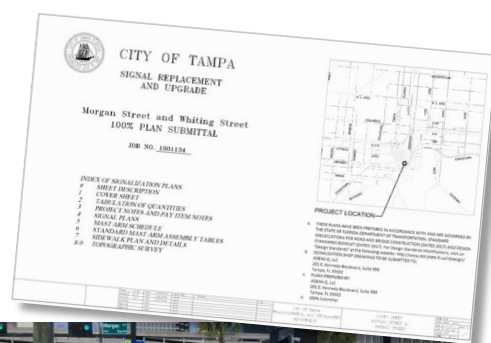
Contract Term: Continuing Services
Contract Value: \$69,700 – Completed on Budget

Background:

ADEAS-Q provided professional engineering services for the City of Tampa to upgrade the existing traffic signal at the intersection of Morgan Street & Whiting Street. The project includes providing sidewalk and crosswalk improvements necessary to accommodate Americans with Disabilities Act (ADA) criteria at the intersection. Due to limited right-of-way the number of traffic signal mast arm poles was reduced to minimize conflicts with existing utilities. Pedestrian signals were maintained also.

Activities include:

- Full topographic and subsurface utility survey
- Property boundary survey
- Geotechnical evaluation
- Full signalization and pavement marking plans
- Develop layout design with curb extensions
- Upgrade drainage structures
- ADA upgrades
- Construction cost estimates
- Coordination with private utility providers
- Construction information requests
- Shop drawing and record drawing review

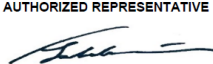


After construction



Before construction

G - INSURANCE REQUIREMENTS

Client#: 1947558		ADEASQ															
ACORD™		CERTIFICATE OF LIABILITY INSURANCE															
		DATE (MM/DD/YYYY) 12/12/2024															
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).																	
PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: TeamAECertificate@USI.com															
INSURED ADEAS-Q, LLC 201 E. Kennedy Blvd. #950 Tampa, FL 33602		INSURER(S) AFFORDING COVERAGE <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>INSURER A : Valley Forge Insurance Company</td> <td>NAIC # 20508</td> </tr> <tr> <td>INSURER B : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER A : Valley Forge Insurance Company	NAIC # 20508	INSURER B : XL Specialty Insurance Company	37885	INSURER C :		INSURER D :		INSURER E :		INSURER F :			
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INSURER C :																	
INSURER D :																	
INSURER E :																	
INSURER F :																	
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:																	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																	
INSR LTR	TYPE OF INSURANCE	ADDL INSR	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		POLICY NUMBER: 7013624058 POLICY EFF (MM/DD/YYYY): 12/01/2024 POLICY EXP (MM/DD/YYYY): 12/01/2025 <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$4,000,000</td></tr> <tr><td>PRODUCTS - COM/OP AGG</td><td>\$4,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	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	\$4,000,000	PRODUCTS - COM/OP AGG	\$4,000,000		\$
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GENERAL AGGREGATE	\$4,000,000																
PRODUCTS - COM/OP AGG	\$4,000,000																
	\$																
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED ☐ AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		POLICY NUMBER: 7013624058 POLICY EFF (MM/DD/YYYY): 12/01/2024 POLICY EXP (MM/DD/YYYY): 12/01/2025 <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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BODILY INJURY (Per accident)	\$																
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	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$		<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$</td></tr> <tr><td>AGGREGATE</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																
AGGREGATE	\$																
	\$																
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>PER STATUTE</td> <td>OTH-ER</td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
PER STATUTE	OTH-ER																
E.L. EACH ACCIDENT	\$																
E.L. DISEASE - EA EMPLOYEE	\$																
E.L. DISEASE - POLICY LIMIT	\$																
B	Professional Liability		POLICY NUMBER: DPS5034530 POLICY EFF (MM/DD/YYYY): 12/01/2024 POLICY EXP (MM/DD/YYYY): 12/01/2025 \$1,000,000 per claim \$2,000,000 annl aggr.														
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Professional Liability coverage is written on a claims-made basis.																	
CERTIFICATE HOLDER For Proposal Purposes		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 															

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ACORD 25 (2016/03) 1 of 1
#S47310981/M47308933

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SJSZR

EXHIBITS

The **ADEAS-Q** team excels in helping the City meet the goals set for WMBE and/or SLBE participation. **ADEAS-Q** is recognized by the City of Tampa's Minority and Small Business Development Department as a certified SLBE, and also the State of Florida. A copy of the existing certificate is provided below:



Our team also will meet additional M/WBE procurement goals under Florida Statutes 287.09451 by utilizing M/WBE subconsultant firms with significant contribution roles for this project. **Vrana Consulting, Inc** and **Alex Roark Engineering, PLLC** are also both certified M/WBE and DBE by the State of Florida, respectively.



IV. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO SECTION 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: Jason Collins
(Print individual's name and title)

for: ADEASQ, LLC
(Print name of entity submitting sworn statement)

at: 201 E. Kennedy Blvd #950, Tampa, FL 33602
(Business address)

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

27-368-7248
(FEIN)

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

(SSN)

by the individual signing this sworn statement:

[Signature]
(Signature)

2. I understand that a "public entity crime" as defined in Section 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, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 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 Section 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 entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

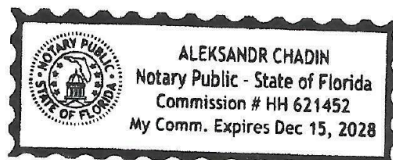
5. I understand that a "person" as defined in Section 287.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, 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, FLA. STAT., FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 16 day of July, 2025, by Joyon Scott Collins, who is personally known to me or has produced Driver's license as identification.

(SEAL)



Aleksandr Chadin
Notary Public – State of Florida

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

V. NON-COLLUSION AFFADAVIT

STATE OF Florida
COUNTY OF Hillsborough

I state that I, Jason Collins of ADEAS-Q, LLC,
(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:

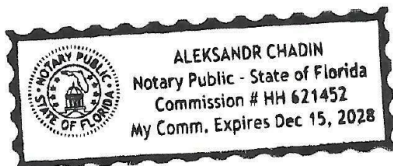
1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication, or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate 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. ADEAS-Q, 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, 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: ADEAS-Q
Signed By: [Signature]
Print Name: Jason Collins

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 16 day of April, 2025, by Jason Scott Collins, who is personally known to me or has produced driver's license as identification.

(SEAL)



[Signature]
Notary Public – State of Florida

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

Interested Clients frequently ask what is behind the company name “**ADEAS-Q.**” Knowing that the company name is many times the first impression that a Client may see, we thought it was important that our company name signify the core values of the product that we provide. *Everybody* on our team who works on a project *takes personal ownership* toward the success of each task.

This way, we can say that without doubt we put our name behind everything that we do to be in business for you. More information behind the culture and philosophy of our company is available at our web site: **www.ADEAS-Q.com**

We adopt the following principles in our name for successful transportation projects:

Accessibility

Durability

Efficiency

Aesthetics

*Safety, and most importantly –
Quality*



Jason Collins, Ph.D., P.E., AICP

Principal-in-Charge and Project Manager

Education

Ph.D. - Transportation Engineering
(with Honors) - University of South Florida (USF)

M.S. - Transportation Engineering
Interdisciplinary Program of Economics,
Public Administration, and Engineering - USF

B.E. - Civil Engineering
Vanderbilt University

Employment Record

ADEAS-Q, LLC
President (2010 – present)
Tampa, FL

Trans Associates Engineering Consultants, Inc.
Senior Manager (2006 – 2010)
Tampa, FL

Grimail Crawford, Inc. (Part Time)
Senior Project Manager (2005-2006)
Tampa, FL

Kimley-Horn and Associates, Inc.
Project Manager (1999-2005)
Tampa and Orlando, FL

Center for Urban Transportation Research (CUTR)
Student Research Assistant (1998-1999)
Tampa, FL

Areas of Expertise

Corridor/Neighborhood Redevelopment
Congestion Management
Multi-modal Project Implementation
Project Development & Environment (PD&E)
Proportionate, Mobility, & Impact Fee Analysis
Travel Demand Forecasting
Traffic Impact Studies
Traffic Operations
Transportation Policy

Professional Registration

Professional Engineer - Florida
P.E. #60044
American Institute of Certified Planners
AICP #20322
Institute of Transportation Engineers
ITE #29506
National Society of Professional Engineers
NSPE #104041338



Professional Synopsis

Dr. Collins specializes in using technical justification to create consensus for transportation projects, which necessitate the interaction of multiple public review agencies and public/private partnerships. He is nationally recognized having written seven publications and by receiving achievement awards within numerous professional organizations. As the President of ADEAS-Q, Dr. Collins is responsible for managing the firm's administration, marketing, and production efforts throughout Florida. His project experience includes:

Corridor/Neighborhood Redevelopment

Citywide Transportation Master Plan, City of Sarasota

1ST/2ND Street One-Way Pair Conversion, Fort Myers, FL
City of Fort Myers

Siesta Key Transportation Plan, Sarasota County

Downtown Sarasota Mobility Study, Sarasota, FL
City of Sarasota and Florida DOT, District One

Complete Street Resurfacing Initiative, Naples, FL
City of Naples

Fruitville Road Capacity Analysis and Simulation, Sarasota, FL, City of Sarasota

SR 64 One-Way Pair Evaluation, Bradenton, FL
City of Bradenton, FL

US 41 "Connecting Downtown to the Bayfront"
City of Sarasota and Florida DOT, District One

Downtown Intersections Priority Plan, Tampa, FL
City of Tampa

West Shore Blvd Complete Street Feasibility Analysis, Tampa, FL, City of Tampa

Main Street Improvement Plan, Sarasota, FL City of Sarasota

SR 54 Corridor Study, Pasco County, FL
Tampa Bay Regional Planning Council

Maitland Area Transportation Study, Maitland, FL
Florida DOT, District Five and the City of Maitland, FL

US 301 Corridor Study, Pasco County, FL
Florida DOT, District Seven

North Dale Mabry Corridor Study, Hillsborough County, FL, Florida DOT, District Seven

Snell Isle Traffic Calming Program, St. Petersburg, FL, City of St. Petersburg

Parking

St. Armand's Circle Parking Evaluation
City of Sarasota

Downtown Mobility Study, Venice, FL
City of Venice

Women's Hospital Expansion, Tampa, FL
St. Joseph's Hospital

Crystal River "Outage" Parking and Traffic Circulation Plan, Citrus County, FL, Progress Energy

Miller Park, Milwaukee, WI, City of Milwaukee, WI

Transportation Policy

Truck Route Study, Sarasota, FL, City of Sarasota

District Wide Federal Functional Classification
Florida DOT, District One

2020 Florida Transportation Plan Update
Florida DOT, Central Office

Tampa Bay Urban Land Use Allocation Model
Florida DOT, District Seven

Project Selection Criteria Development
Florida DOT, District Seven

Babcock Ranch Dispute Resolution, Charlotte County, FL, Sierra Club of Florida

Traffic Operations and Impact Studies

Rosemary Residential Overlay District CPA, Sarasota, FL, City of Sarasota

Districtwide Level of Service (LOS) Segmentation, Florida Department of Transportation, District Five

General Traffic Operations Consultant
Florida Department of Transportation, District Seven

Sarasota County Technical Institute, Sarasota, FL
Sarasota County School Board

Haberland Middle School, North Port, FL
Sarasota County School Board

Booker High School, Sarasota, FL
Sarasota County School Board

Sarasota Bayside Redevelopment, Sarasota, FL
Irish American Management Services Limited, 1, L.P.

Transportation Planning Webinar Series, Washington, D.C., Institute of Transportation Engineers

Introduction to Transportation Engineering Syllabus
Washington, D.C., Institute of Transportation Engineers

Transit

Neighborhood Electric Vehicle Program, Tampa, FL
Tampa Downtown Partnership

BUILD and TIGER Grant Applications, City of Palmetto and Anna Maria Island, FL Manatee County

Engineering and Construction Design

First and Second Streets (SR 80) Two-Way Conversion, Ft. Myers, FL, City of Ft. Myers

Main Street & Orange Avenue Roundabout, Sarasota, FL, City of Sarasota

US 41 Roundabout Corridor Design, Sarasota, FL, City of Sarasota and the Florida DOT, District One

Doyle Carlton Drive & Laurel Street Intersection Design Options, Tampa, FL, City of Tampa

Falkenburg Road Design Improvement, Hillsborough County, FL, The Perry Company

North Boulevard & Cass Street Traffic Signal Upgrade, Tampa, FL, City of Tampa

Long Range Transportation Plans (LRTP)

Sarasota-Manatee Long Range Transportation Plan
Sarasota and Manatee County MPO

Long Range Transportation Plan Sumter County, FL

On-Call Support

Traffic Impact Studies & Traffic Circulation Review
City of Sarasota

Transportation Planning and Engineering Services
City of Naples

Traffic Impact Studies Review & General Planning Consultant, Manatee County

Transportation Planning and Engineering Services
City of Saint Petersburg

District-wide General Planning Consultant
Florida DOT, District Seven

Florida Intrastate Highway System (FIHS) General Consultant, Florida DOT, District Seven

Florida DOT Roadway Inventory Mapping
Florida Department of Transportation, District Seven

VISSIM Training for County Staff, Sarasota County DPW

Project Development & Environment (PD&E)

US 41 PD&E, City of Sarasota, FL
Florida DOT, District One

US 301 PD&E, Marion and Sumter Counties, FL
Florida DOT, District Five

I-75 & CR 466 PD&E, Sumter County, FL
Florida DOT, District Five

Florida Turnpike & CR 468 PD&E, Sumter County, FL, Florida DOT, Turnpike Enterprise

Intelligent Transportation Systems (ITS)

Safety Warning System for Wet Pavement Conditions, Pompano Beach, FL, Florida DOT

Miami-Dade County ITS Plan Update, Miami-Dade MPO

Anthony J. Buczek, PE, PTOE

Senior Engineer

Education

Master of Science, Civil Engineering
University of Illinois at Urbana-Champaign

Bachelor of Science, Civil Engineering
University of Illinois at Urbana-Champaign

Employment Record

ADEAS-Q

Senior Professional (2011 – present)
Tampa, FL

Metro Regional Government
Transportation Engineer (2007 – present)
Portland, OR

City of Asheville
City Traffic Engineer (2002 – 2007)
Asheville, NC

Kimley-Horn and Associates
Transportation Analyst (1999 – 2002)
Tampa, FL

University of Illinois at Urbana-Champaign
Student Research Assistant (1997 – 1999)
Urbana, IL

Areas of Expertise

Multimodal Urban Street Design
Design for Multimodal Safety
Traffic Analysis and Simulation
Transportation Planning
Traffic Signal Warrant and Timing Studies
Travel Time and Traffic Impact Studies
Multimodal Level-of-Service (MMLOS) Analysis
Highway Safety Manual Analysis

Professional Registration

Institute of Transportation Engineers
ITE #32596

Professional Engineer – Oregon
P.E. #79684

Professional Traffic Operations Engineer
PTOE #1379



Professional Synopsis

Anthony specializes in the development of context-sensitive streets and transportation solutions that encourage safe and comfortable access for all modes of travel. As a City traffic engineer, he led a number of urban street retrofit projects from public engagement to implementation. His professional focus is the development of workable solutions to support access for pedestrians, bicyclists, and transit users while supporting the land use vision. His project experience includes:

Citywide Transportation Master Plan, Sarasota, FL,
City of Sarasota

College St/Patton Ave One-Way Pair Conversion,
Asheville, NC, City of Asheville

8th Street Design Improvements, City of Naples, FL,
Grady-Minor

Burnside/Couch Street Multimodal One-Way Pair Conversion, Portland, OR, City of Portland

West Shore Blvd Complete Street Feasibility Analysis,
Tampa, FL, City of Tampa

Main Street Improvement Project, Sarasota, FL
City of Sarasota

Snell Isle Traffic Calming Plan, St. Petersburg, FL, City of St. Petersburg

Downtown Mobility Study, Venice, FL, City of Venice

Transportation Planning and Engineering Services
City of Naples

Traffic Impact Studies & Traffic Circulation Review
City of Sarasota

Snell Isle Traffic Calming Program, St. Petersburg, FL,
City of St. Petersburg

Treasure Island Causeway Improvements, Treasure Island, FL, MBI

Doyle Carlton Drive & Laurel Street Roundabout vs. AWSC Intersection Evaluation, City of Tampa

TIGER Grant Application, Anna Maria Island, FL
Manatee County

Downtown Intersection Improvements, Tampa, FL
City of Tampa

Colonial Boulevard Alternatives Analysis, City of Fort Myers and Lee County, FL, McCormick Taylor

Truck Route Study, Sarasota, FL, City of Sarasota

Rosemary Residential Overlay District CPA, Sarasota, FL, City of Sarasota

Manatee/Sixth Ave One-Way Pair Lane Repurposing, Bradenton, FL — Worked on a team developing a plan for making Manatee Avenue and 6th Avenue, the east-west one-way pair of three-lane streets in downtown Bradenton, more conducive downtown-oriented trips and pedestrian use. Performed concept development and traffic analysis associated with three alternatives for managing traffic downtown and participated in public involvement workshop.

Interstate 4 & Park Road, Plant City, FL — Responsible for traffic signal warrant studies to determine the need for traffic signals at the intersections of Park Road with the Interstate 4 ramps and frontage roads.

Interstate 75 & Bruce B. Downs Boulevard Interchange Simulation, Tampa, FL — Simulated traffic conditions for various interchange configuration scenarios with CORSIM in order to determine appropriate roadway improvements.

Grade Separation Study, Naples, FL — Developed GIS maps of Collier County identifying recommended grade separation locations in the greater Naples area.

Venice Hospital, Venice, FL — Served as project manager for the development of a travel time study used in the hospital's Certificate of Need application.

I-205 & Airport Way Interchange Study, Portland, OR — An interchange improvement project relieving a bottleneck at the intersection of two major commuter and freight routes near the international airport.

East Metro Connections Plan, Multnomah County, OR — Responsible for performing MMLoS and HSM analyses for a sub-area planning study involving a number of corridors in the suburbs of Portland.

College Street Gateway Boulevard and Roundabout Project, Asheville, NC — Developed and implemented a street reconstruction project for the "main street." Improved walking and biking conditions with a road diet, bicycle lanes, a landscaped median, a roundabout, improved pedestrian crossings, and the conversion of parallel parking to angle parking. Effort included oversight of construction.

Traffic Signal Optimization, Asheville, NC — Countywide review of traffic signal timing for vehicular mobility, progression, pedestrian access, and safety.

Main Street Green Street Project, Tigard, OR — Retrofit of the County's main street with improved sidewalks and crosswalks, "green street" treatments, parking, and a gateway feature.

Downtown Sarasota Mobility Study, Sarasota, FL, Florida DOT and City of Sarasota

Southwest Corridor LRT — Transportation and multimodal lead for multi-billion dollar light-rail project in Portland, OR and southwest suburbs, including traffic analysis and design, and supporting walking and bicycling facilities.

Lime Avenue Streetscape, Sarasota, FL — Involved in the preliminary design and traffic operations simulations associated with a streetscape project also intended to improve local traffic efficiency.

Pedestrian and Bicycle Master Plan, St. Petersburg, FL — Worked on a team developing a master plan for bicycle lanes and greenways throughout St. Petersburg. Experience included evaluation of streets for the feasibility of lane reductions and for the addition of bicycle lanes or greenways.

GIS Level of Service System, Florida DOT, Tampa Bay Region — Provided digital map-based district inventory of state highways and information pertaining to operating characteristics.

McCormick Place Redesign, Asheville, NC — Developed/implemented a corridor plan for this street on the edge of downtown serving the City's minor-league baseball stadium. Plan completed several existing gaps with wide sidewalks and street trees. Drastically reduced the pedestrian crossing distance at two intersections.

County Traffic Calming Program, Asheville, NC — Responsible for implementing the County's neighborhood traffic calming program, including conducting the public input process, working with neighborhoods to develop traffic calming plans, design of specific measures, and management of the implementation process.

Division Transit Project — Technical lead for BRT-type enhancement of bus service, including bus priority lanes, signal priority, enhanced stations, and improved routing.

Regional Transportation Safety Plan — Developed a data-driven plan for addressing existing safety challenges and recommended policy approaches to reducing fatal and severe injury crashes in the Portland metropolitan region.

Woodfin Street Redesign, Asheville, NC — Developed and managed implementation of a corridor plan for this street in downtown Asheville. The plan reduced the cross-section from 4 lanes with no on-street parking to 3 lanes with on-street parking on both sides and pedestrian crossings with refuge islands. Included public outreach, meetings with affected property owners, traffic counts and analysis, and oversight of construction.

Sarah Boynton

Project Coordinator



Education

Associate of Arts - Communications

Hillsborough Community College

Bachelor of Arts in Progress – Business & Mass Communication, St. Petersburg College

63-Hour Pre Licensure Course, Bob Hogue School of Real Estate

Employment Record

ADEAS-Q

Project Coordinator (2016 – present)

Tampa, FL

RE/MAX Bay to Bay

Real Estate Agent (2016 – present)

Tampa, FL

Paris Davis PA

Office Manager/Marketing Director (2014 – 2016) Tampa, FL

McKinsey & Company

Executive Assistant (2011 - 2014)

Tampa, FL

Areas of Expertise

Project Communications

Project Administration

Microsoft Suite (Access, PowerPoint, Publisher)

Scheduling Coordination

Special Event Management

Website Development

Professional Registration

Licensed Real Estate Agent – Florida

National Association of Realtors - Member

Professional Synopsis

Sarah specializes in the development of project communications and managing the administration of projects together with other company initiatives. As a licensed real estate agent, she also has the ability to recognize influencing trends between traffic operations, property access, development zoning, and land use planning. She has a variety of capabilities that include in-house production support with different computer software. She provides direction on the ADEAS-Q company website updates, and helps develop the ADEAS-Q company newsletter distribution. Her contribution on recent projects include:

Complete Street Resurfacing Initiative, Sarasota, FL, City of Sarasota

Citywide Transportation Master Plan, Sarasota, FL, City of Sarasota

Truck Route Study and Ordinance Update, Sarasota, FL, City of Sarasota

Complete Street Resurfacing Program, Various Locations, City of Naples

Rosemary Residential Overlay District CPA, Sarasota, FL, City of Sarasota

Transportation Planning and Engineering Services, City of Naples

Traffic Impact Studies & Traffic Circulation Reviews, City of Sarasota

Treasure Island Causeway Improvements, Treasure Island, FL, MBI

Doyle Carlton Drive & Laurel Street Roundabout, Tampa, FL, City of Tampa

BUILD Grant Application, Palmetto, FL, Manatee County

Downtown Intersection Improvements, Tampa, FL, City of Tampa

Safe Route to Schools Grant Application, Bradenton, FL, Manatee County



Expertise

Outreach & Engagement
Comprehensive Planning
Land Development Regulations
Transportation & Mobility Planning
Land Use/Development Review

Education

B.A. Economic Geography, University of Florida, 1986
Coursework, Sustainable Community Design, University of South Florida

Years of Experience

Vrana Consulting, Inc. - 18 Years
Other Consulting Firms - 18 Years
County/City Government - 6 Years

Certifications/Affiliations/Trainings

American Institute of Certified Planners (1993-Present, #010477)
Forward Pinellas Citizens Advisory Committee (2015-2023)
Pinellas MPO Bicycle Advisory Committee (2001-2009)
Safety Harbor Planning & Zoning Board (1998-2001 and 2009-2015)
Trainer FDOT Statewide Community Engagement Trainings (2024)
Bicycle Helmet Training, Florida's Pedestrian and Bicycling Safety (2024)
FHWA Title VI Data Collection & Analysis (2019)
NHI Fundamentals for Environmental Justice (2017)
Designing for Pedestrian Safety (2016)
FDOT Transit Accessibility & Facilities Design (2011)
UF/IFAS Master Sustainable Floridian (2011)

Tammy Vrana, AICP

Principal | Vrana Consulting, Inc. | **Community Planning & Engagement**

OVERVIEW

With 37 years of experience engaging communities on behalf of Florida local governments, MPOs, and FDOT Districts, Tammy brings a wealth of expertise to planning-, project development-, and design-phase projects. She is adept at working across disciplines and with diverse stakeholders to identify community issues, opportunities, and consensus-driven solutions. Tammy specializes in outreach, education, and participation tools and techniques to increase public awareness and involvement that informs decision making and helps build support for plans, projects, and programs.

RELEVANT PROJECT EXPERIENCE

Subconsultant, St. Armands Parking Garage Design, City of Sarasota, (2017):

Coordinated outreach/ public workshops to obtain input/feedback on design concepts.

Subconsultant, Downtown Districts Parking Demand Study, City of St. Petersburg (2015):

Developed/implemented the public involvement plan. Organized opinion surveys outreach and public workshops to inform the study recommendations.

Subconsultant, US 41 from Myrtle St to MLK Jr Way Complete Streets PD&E Study and Design Projects, FDOT District 1 (2017-2019):

Conducted the community impact assessment; supported development/implementation of the public involvement plan.

Subconsultant, Channelside Drive Complete Street Design, City of Tampa (2017-Present).

Engaged diverse community groups including stakeholder groups in this high-profile entertainment district.

Subconsultant, Resilient Pinellas Action Plan, Pinellas County (2020-2023).

Led community engagement tasks to lay the foundation for the County's robust sustainability and resiliency plan. Supported strategy development and documentation.

Subconsultant, Greenways Master Plan Update, Hillsborough County (2022-2023).

Led community engagement tasks and supported the update of the 1996 plan. 2024 award.

Subconsultant, Gateway Master Plan, Forward Pinellas MPO (2018-2019).

Organized engagement for a 35-member study management team and community groups to explore regional mobility and connectivity, redevelopment, housing, and resiliency.

Subconsultant, Focus Group for Advantage Pinellas Long Range Transportation Plan, Forward Pinellas MPO (2018-2019).

Performed outreach, assembled focus group, organized meetings, and documented outcomes to inform the LRTP update.

Subconsultant, 118th Ave Trail Design Project, City of Pinellas Park (2023-2024).

Developed Community Awareness Plan. Led public engagement opportunities.

Subconsultant, Doyle Carlton St and Laurel St Roundabout Design, City of Tampa (2021-2023).

Developed the Community Awareness Plan and led public engagement activities for this Downtown project.

Subconsultant, Drew Street Complete Street Concept Plan, City of Clearwater (2017-2019).

Prepared grant application. Supported workshops and steering committee meetings.

Local Government Comprehensive Plans (1989-2024):

Prepared data analyses and needs assessments. Facilitated visioning, advisory group, and focus group sessions.

Subconsultant, GoingPLACES Mobility Plan and Transportation and Mobility Element, City of Zephyrhills (2024).

Conducted workshops and developed plan element.

TAMMY VRANA AICP | **VRANA CONSULTING INC** | PAGE 1

Charles Andrew (Drew) Roark P.E. CTL



Mr. Roark has 29 years of experience in the transportation consulting industry with over 15 years of senior management experience in the transportation consulting industry. He has experience from traffic data collection to directing the Transportation Sector for the Southeast US for large engineering firms. As is shown below, although Mr. Roark's experience is broad in many different areas within the industry, his technical specialties are primarily in the area of traffic engineering and planning. Mr. Roark has been directly involved with

multiple Project Development and Environment (PD&E) studies, managed specialty projects such as the Florida Department of Transportation Central Office Transportation Statistics Data Support project and the Florida Statewide Motor Carrier Compliance General Consultant contract. Mr. Roark is experienced in preparation and review of transportation impact studies for numerous Developments of Regional Impact (DRI) throughout the state of Florida. His experience has included preparation and supervision of data collection programs, coordination with local review agencies, preparation of traffic signal warrant reports, modeling of future traffic volumes using the FSUTMS model, calculations of projected impact fees including independent impact fee studies and preliminary roadway planning and design for maximizing safety and mobility.

RELEVANT PROJECT EXPERIENCE

- **Statewide Trip Generation Study, Florida Department of Transportation, Research Center -- Project Manager.** A statewide study investigating trip generation rates associated with Fast Food with drive through and Coffee Shops with drive through land uses. Study will compare the trip generation rates of 40 sites around the State of Florida in multiple context classifications as well as the service times and queueing from the site. The site will determine if different brands of the same land use exhibit different operating characteristics. The project is focused on the prevention of queueing into the adjacent roadway system and improving safety.
- **Transportation Impact Analyses.** Conducted transportation impact analysis for the following projects as well as over a dozen others in the Tallahassee Area:

Publix, Wakulla County, Florida
Florida Mall DRI, Orange County, Florida
Northbrook Development, Collier County, Florida
Sarasota Memorial Hospital, Sarasota County, Florida
Connerton DRI, Pasco County, Florida
Tampa Tech Park, Hillsborough County, Florida

- **City of Tallahassee Traffic Signal Management Plan (TSMP). Tallahassee, Florida. Traffic Engineer.** The TSMP is a process developed by FHWA to provide a framework for delivery of high-quality service to the public through an efficient and well-maintained traffic signal system. The City of Tallahassee's goals were to develop a Traffic Signal Strategic Business Plan which would provide a succinct description of all activities required for City staff to manage the traffic signal program, offer a basis for introducing new staff to the processes relevant to their roles, both inside and outside the program or City, illustrate to management and outside funding agencies the structured approach to traffic signal management, specify an approach to strategically shift design, maintenance and operations from reactionary to proactive and to effectively plan for needed capital improvements, as well as other goals.

Alex Roark Engineering, PLLC

Years of Experience: 29

Education:

- Bachelor of Science in Civil Engineering, University of South Florida, 1997

Professional Registration:

- Registered Professional Engineer: Florida (No. 56826), 2001
- Registered Professional Traffic Operations Engineer: (No. 1105), 2003 - 2009

Certifications:

- Certification in Transportation and Logistics (CTL), 2014 – Lifetime Member

Professional Membership:

- Board Member, Tampa Bay Chapter Institute of Transportation Engineers, 2005 - 2007
- Member, Institute of Transportation Engineers, Planning Council
- Member, Leadership Tallahassee Class 26
- Board Member, Tallahassee Economic Development Council, 2014
- Certification in Transportation and Logistics (CTL), 2014 – Lifetime Member
- Public Relations Committee Member, ACEC FL - Current
- Transportation Committee Member, ACEC FL – Current
- Small Business Subcommittee Member, ACEC FL – Current
- Florida Engineering Society – Big Bend Chapter – Current
- Jim Moran Institute for Global Entrepreneurship – Small Business Executive Program - Class XXII

Additional Activities:

- Adjunct Professor, FAMU-FSU College of Engineering – Transportation Engineering Course – Fall 2022 – Spring 2023

Tony Alex P.E. – Senior Engineer 1



Tony is a design engineer who specializes in the roadway and highway design. He has experience in planning and final design for various roadway projects. His project background encompasses new corridors on new alignment, the reconstruction of multiple-lane facilities and interchanges, the widening of rural highways and urban arterials, and city street improvements. He has also worked on

project development and environment (PD&E) studies. His expertise includes vertical and horizontal geometric design, quantity and cost estimation, traffic control planning, traffic calming design, natural features inventory, permit application preparation, and storm drain design. Tony also has experience in GIS data analysis and mapping, intersection analysis, and AutoTURN analysis. He is proficient with MicroStation, GeoPak, ArcGIS planning and design software, MS Project, SureTrak, and Primavera project management software.

RELEVANT PROJECT EXPERIENCE

SR 8 (I-10) from East of Yellow River Relief Bridges to SR 85 | Okaloosa County, FL | FDOT-District 3

Project Manager/ / EOR for Roadway Design and Traffic Control Plan Design

The 5.13-mile multilane project consists of constructing an additional 12-foot travel lane in each direction of I-10. The existing twin bridges at the I-10 / SR 85 interchange are being replaced.

SR 388 from east of Burnt Mill Creek to SR 77 | Bay County, FL | FDOT-District 3

Project Manager/ / EOR for Roadway Design and Traffic Control Plan Design

Design and permitting services to convert a two-lane rural roadway into a four-lane suburban controlled-access highway, encompassing 4.8 miles of widening on the existing alignment and 1.7 miles of new roadway.

SR 8 (I-10) over East Choctaw River Relief Bridge No. 610063 | Washington County, FL | FDOT-District 3

Approach slab replacement project. Served as Senior Roadway Design Engineer/ EOR for roadway design and traffic control plan design.

Continuing Engineering Services | Leon County, FL | City of Tallahassee

Project Manager EOR and Lead Roadway Engineer for Continuing Engineering Services for the City of Tallahassee. The projects designed under this contract are

1. South Gadsden Street – Phase I
2. South Gadsden Street – Phase II
3. Zillah Street Pedestrian and Street Safety (PASS) Project

General Engineering Services Contract | Hillsborough County, FL

Roadway EOR for two Street Improvement Projects for Hillsborough County

1. Sligh Ave at Hesperides St
2. Providence Road at Watson Road

Years of Experience: 25

Education:

- Master of Science in Civil Engineering, University of Alabama 2003
- Master of Science in (Post Graduate) Construction Management, National Institute of Construction Management and Research 1999
- Bachelor of Science in Civil Engineering, University of Calicut 1995

Professional Registration:

- Professional Engineer: FL #62465

Certifications:

- Advanced Work Zone Traffic Control Plan Design
- Long Range Estimating User Training
- Specification Package Preparation Training
- Bentley Accredited ORD Designer

Areas of Expertise:

- Highway/Roadway Design
- Intersection Analysis/Design
- Interchange Design
- Bike/Ped Facility Planning/Design
- GIS Analysis/Mapping
- Project Management
- Plans, Specifications, and Estimates (PS&E)
- Pedestrian Crossing Design (At-Grade)
- Long Range Planning
- Trail Planning/Design
- Specification Development
- ADA Facility Evaluation/Design





John Greist

Transportation Data Analyst

Mr. Greist's expertise includes field operations, project coordination, project estimation, client management / communication and scheduling / employee management. He has successfully managed large turning movement count projects, machine tube counts, and has also assisted in the successful coordination and collection of specialized studies throughout Florida. He has also piloted several new types data collections.



EDUCATION

Bachelors in Business
Administration/Management
Florida International University

PROJECT EXPERIENCE

RICONDO

Fort Lauderdale Airport - 2023

- ❖ 100 Volume machine counts (additional Speed & Class ADTs with varying durations and 21 TMCs)

POLK COUNTY TPO/TINDALE OLIVER

Polk County 2019 Traffic Count Program - 2019

- ❖ 263 Speed & Volume machine counts (varying durations)

DAVID PLUMMER & ASSOCIATES

Miami Freedom Park Traffic Project- 2018

- ❖ 57 Turning movements counts with pedestrians, bicycles and heavy trucks
- ❖ 43 Speed & Volume machine counts (varying durations)

TAMPA DOWNTOWN PARTNERSHIP

12/2018

- ❖ 13 field techs doing parking occupancy for 25,000 public parking spots, public parking garages and on-street through the downtown Tampa, for 3-days

FDOT D4 Contract C9Y93 with Kimley-Horn

1/2021

- ❖ 30 Turning movements counts with pedestrians, bicycles and heavy trucks
- ❖ 8 Volume machine counts (varying durations)

PROJECT MANAGEMENT EXPERIENCE

19

SCHEDULING MANAGEMENT

19

DATA COLLECTION MANAGEMENT

6 All with NDS

Kevin Deal

CHIEF OPERATIONS OFFICER



BACKGROUND

Mr. Deal has amassed a great deal of experience in every aspect of the data collection industry. His expertise includes field operations, administrative operations, program development, R & D and companywide quality control. He has successfully managed over 35,000 projects from inception to completion which have at times included customized study development as well as customized deliverables. Mr. Deal oversees the annual collection of approximately 20,000 Turning Movement Counts, 25,000 Automatic Traffic Recorder Counts, and thousands of specialized studies.

PROJECT EXPERIENCE

OCTA (Orange County Transportation Authority) | Orange County, CA | 2005, 2007, 2009, 2011, 2013, 2015, 2021

In 2021, the contract requirements included:

- ❖ 101: 3-Day Turning movement counts
- ❖ 48hr Pedestrian/Bicycle/e-Scooter counts
- ❖ 50: 24hr Volume machine counts

Historically, the contract included:

- ❖ 200: (3-Day) Turning Movement Counts
- ❖ 12,000 miles: Travel Time runs (2015)

New York State DOT | New York, NY | 2021 - Current

NDS is the on-call traffic data collection company for NYCDOT. Annual data collection consists of approximately

- ❖ 2,800: 3-Day Class machine counts
- ❖ 2,500: 3-Day Volume machine counts
- ❖ 180: 50hr Non-Intrusive classification counts
- ❖ 100: Turning movement counts with varying collection requirements

New York City DOT | New York, NY | 2019 - Current

NDS is the on-call traffic data collection company for NYCDOT. Annual data collection consists of approximately

- ❖ 3,208: 7-day, 9-day, or 14-day Volume machine counts
- ❖ 2,860: 1-day, 2-day, or 3-day Turning movement counts requiring various hours of collection as well as sub-classification of vehicles and pedestrians.
- ❖ 606: 1-day, 2-day, or 3-day Pedestrian counts
- ❖ 719: 1-day, 2-day, or 3-day Bicycle counts of requiring various hours of collection as well as sub classification of cyclists.
- ❖ 184 Spot Speed Radar Counts

Los Angeles DOT | Los Angeles, CA | 2005 - Current

NDS is the on-call traffic data collection company for LADOT. Annual data collection consists of approximately

- ❖ 700: Average daily traffic counts
- ❖ 300: Turning movement counts requiring heavy trucks, buses (school vs. metro), pedestrians (adults vs. children), and bicycles.

Other studies such as travel time, parking, pedestrian and bicycle screenline counts, and spot-speed radar surveys

City of Sacramento | Sacramento, CA | 2005 – Current

NDS is the primary firm conducting all traffic counts for the City of Sacramento under a Master Services Agreement and has been since 1998. NDS annually collects approximately:

- ❖ 300: Speed machine locations
- ❖ 64: 4hr Turning movement counts

EDUCATION

B.S. in Production & Engineering

YEARS OF EXPERIENCE

17

PROJECT MANAGEMENT EXPERIENCE

17

SCHEDULING MANAGEMENT

17

DATA COLLECTION MANAGEMENT

17

PROFESSIONAL CERTIFICATIONS

NA

2025 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L10000108107

Entity Name: ADEAS-Q, LLC

Current Principal Place of Business:

201 E. KENNEDY BOULEVARD
SUITE 950
TAMPA, FL 33602

Current Mailing Address:

201 E. KENNEDY BOULEVARD
SUITE 950
TAMPA, FL 33602 US

FEI Number: 27-3687248

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

COLLINS, JASON S.
201 E. KENNEDY BOULEVARD
SUITE 950
TAMPA, FL 33602 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: JASON COLLINS

03/01/2025

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name COLLINS, JASON S.
Address 201 E. KENNEDY BOULEVARD
SUITE 950
City-State-Zip: TAMPA FL 33602

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JASON COLLINS

MGR

03/01/2025

Electronic Signature of Signing Authorized Person(s) Detail

Date



Florida
Department of Business
& Professional Regulation

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

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10:37:41 AM 2/7/2025

LICENSEE DETAILS

Licensee Information

Name:	ADEAS-Q, LLC (Primary Name)
Main Address:	201 EAST KENNEDY BOULEVARD SUITE 950 TAMPA Florida 33602
County:	HILLSBOROUGH

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	29350
Status:	Current
Licensure Date:	01/11/2011
Expires:	

Special Qualifications

Qualification Effective	
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Alternate Names

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

July 23, 2024

Jason Collins, President
ADEAS-Q, LLC
201 East Kennedy Boulevard, Suite 950
Tampa, Florida 33602

Dear Mr. Collins:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

- 3.1 Minor Highway Design
- 6.1 Traffic Engineering Studies
- 6.2 Traffic Signal Timing
- 7.1 Signing, Pavement Marking and Channelization
- 7.3 Signalization
- 13.4 Systems Planning
- 13.5 Subarea/Corridor Planning
- 13.6 Land Planning/Engineering
- 13.7 Transportation Statistics

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. Your firm may pursue projects in the referenced work types with fees estimated at less than \$500,000.00.* This status shall be valid until July 23, 2025, for contracting purposes.

*Limit for FDOT projects only

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,



Carliayn Kell
Professional Services Qualification Administrator

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES



COLLINS, JASON S.
201 EAST KENNEDY BOULEVARD
SUITE 950
TAMPA FL 33602

LICENSE NUMBER: PE60044

EXPIRATION DATE: FEBRUARY 28, 2027

Always verify licenses online at MyFloridaLicense.com



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Continuing Consulting Services - Planning & Engineering Infrastructure Grants					
Rates					Hourly
#	Title	Description	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3
1	Archaeologist	Bachelor's degree in related field and/or relevant experience	\$ -	\$ -	\$ -
2	Architect	registered w/ 1+ years post registration experience. Not for use on CEI	\$ -	\$ -	\$ -
3	Architect Intern	non-licensed with 4-year degree in Architecture	\$ -	\$ -	\$ -
4	CADD/Computer Technician	Design and Drafting Associates degree with 1+ year of experience	\$ 102.93	\$ 107.04	\$ 113.32
5	CEI Architect	Registered Architect, with 4 yrs. experience as registered architect. Please refer to CEI Scope of Services for additional information	\$ -	\$ -	\$ -
6	CEI Assist Proj Administrator/ Proj Engineer	<i>CEI Assist Project Engineer -</i> P.E. registered in the State of Florida (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) with 1 yr of engineering exp. in relevant transportation projects;	\$ -	\$ -	\$ -
		<i>CEI Assist Proj Administrator –</i> Engineering, Engineering Technology, or Construction Management degreed with 1 yr engineering exp. in relevant transportation projects, or for personnel without Engineering, Engineering Technology, or Construction Management degrees, HS diploma or equiv. and 6 years of responsible and related engineering exp. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
7	CEI Assist Contract Support Spec	HS diploma or equiv. plus 2 years of secretarial and/or clerical exp. and experience with word processing and data management software. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
8	CEI Building Inspector/Electrical	HS diploma or equiv. + 5 years exp. as a qualified building inspector or general contractor. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
9	CEI Community Outreach Specialist	H.S. diploma or equiv., and 3yrs in Community Outreach/Public Relations. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
10	CEI Contract Support Specialist	HS diploma or equiv. plus 4 years of CEI exp. or a Engineering, Engineering Technology, or Construction Management degree. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
11	CEI Environmental Specialist	B.S. degree in Environmental Science w/ 3 year's professional exp. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
12	CEI Geotechnical Technician- DSF	CTQP only. Please refer to CEI Scope of Services for additional details. DSF = (Drilled Shaft Foundations)	\$ -	\$ -	\$ -
13	CEI Inspector/Engineer Intern	<i>CEI Engineer Intern –</i> For personnel with Engineering, Engineering Technology or Construction Management degrees, EI Certificate is required	\$ -	\$ -	\$ -
		<i>CEI Inspector –</i> For personnel without Engineering, Engineering Technology, or Construction Management degrees, HS diploma or equiv. plus 2 yrs. exp. in constr. inspection, or degree in Engineering, Engineering Technology, or Construction Management and ability to obtain the required qualifications and certifications within one year. Please refer to CEI Scope of Services for additional information.	\$ -	\$ -	\$ -
14	CEI Inspector's Aide	HS diploma or equivalent. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
15	CEI ITS Inspector	HS diploma or equiv. or Civil, Electrical Engineering or Electrical Engineering Technology degree (with an EI certificate), with experience as detailed in the CEI Scope of Services. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
16	CEI Landscape Inspector	HS diploma or equiv with experience detailed in the CEI Scope of Services. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
17	CEI Project Administrator/CEI Project Engineer	<i>CEI Project Engineer -</i> P.E. registered in the State of Florida (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) with 2 years of engineering experience in relevant transportation projects,	\$ -	\$ -	\$ -
		<i>CEI Project Administrator -</i> Engineering, Engineering Technology, or Construction Management degreed requires 2 years of engineering experience in relevant transportation projects or for personnel without Engineering, Engineering Technology or Construction Management degrees, HS diploma or equiv. and 8 yrs. of CEI or roadway or bridge construction exp. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
18	CEI Project Administrator/CEI Project Eng(CC2)	<i>CEI Project Engineer (CC2) –</i> P.E. registered in the State of Florida (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) with 5 years general bridge construction experience. Refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
		<i>CEI Project Administrator (CC2) -</i> Engineering, Engineering Technology, or Construction Management degreed requires 5 years general bridge construction experience. Refer to CEI Scope of Services for additional details, or for personnel without Engineering, Engineering Technology or Construction Management degrees, HS diploma or equiv. and 8 yrs. of general bridge construction experience. Refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
19	CEI Res Compliance Specialist	HS diploma or equiv. with 1yr. experience as Resident Compliance Specialist on a construction project. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -

Continuing Consulting Services - Planning & Engineering Infrastructure Grants					
Rates					
#	Title	Description	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3
20	CEI Scheduler	HS diploma or equivalent plus 4 yrs experience of schedule development and review for road and bridge construction using Primavera. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
21	CEI Secretary/Clerk Typist	HS diploma or equivalent plus 2 yrs secretarial and/or clerical exp. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
22	CEI Senior Community Outreach Specialist	H.S. diploma or equiv., and 10yrs in Community Outreach/Public Relations. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
23	CEI Senior Environmental Specialist	Bachelor's Degree in Environmental Science and 10 years of professional exp. A Master's degree in Physical or Natural Science or an equivalent may substitute for three (3) years of professional experience. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
24	CEI Senior Geotech Engr- DSF	P.E. (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) with 10 yrs exp as Geotechnical Engineer including at least one Cat II bridges w/ drilled shaft foundations. Please refer to CEI Scope of Services for additional detail. DSF = (Drilled Shaft Foundations)	\$ -	\$ -	\$ -
25	CEI Senior Geotechnical Technician-DSF	CTQP Drilled Shaft Inspector w/ 3+ years exp. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
26	CEI Senior Inspector/Senior Engineer Intern	<i>CEI Senior Engineer Intern</i> – EI certificate and 1 year CEI experience in construction of roadway or bridge structures if degree in Engineering, Engineering Technology, and Construction Management.	\$ -	\$ -	\$ -
		<i>CEI Senior Inspector</i> – Engineering, Engineering Technology, and Construction Management degreed and 1 year of CEI experience in construction of roadway and bridge structures. Personnel without Engineering, Engineering Technology and Construction Management degrees, HS grad or equiv. plus 4 years exp. in constr. engineering inspection in roadway or bridge construction. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
27	CEI Senior Inspector/Senior Engr Intern(CC2)	<i>CEI Senior Engineer Intern</i> – EI certificate and 5 years of general bridge construction CEI experience. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
		<i>CEI Senior Inspector</i> - HS grad or equiv. plus 5 years general bridge construction CEI exp. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
28	CEI Senior ITS Inspector	H.S. diploma or equiv. or Civil, Electrical Engineering or Electrical Engineering Technology degree (with an EI Certificate), with experience as detailed in the CEI Scope of Service. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
29	CEI Senior Landscape Inspector	Degree in Horticulture, Urban Forestry, Landscape Architecture plus two (2) years of roadway or commercial landscape construction experience. For personnel without degree in Horticulture, Urban Forestry, Landscape Architecture: HS diploma or equiv. plus four (4) years of roadway or commercial landscape construction experience. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
30	CEI Senior Project Engineer	P.E. registered in the State of Florida (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) and 6 years of engineering experience. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
31	CEI Sur Party Chief	High School diploma or equiv. +4 years of experience in construction surveying. Please refer to the CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
32	CEI Sur Survey Technician (Junior)	HS diploma or equiv. with some survey exp. or training preferred. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
33	CEI Sur Survey Technician (Senior)	HS diploma or equiv. plus 3 yrs. experience in construction surveying. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
34	CEI Systems Technician	H.S. diploma or equiv. + 5 yrs. exp. in electronic systems and/or Traffic Engineering Technician level work. Please refer to CEI Scope of Services	\$ -	\$ -	\$ -
35	CEI Utility Coordinator	H.S. diploma or equivalent with 4 years exp. performing utility coordination in accordance with Department standards. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
36	Chief Archaeologist	Masters or PhD in related field with 20+ years of experience	\$ -	\$ -	\$ -
37	Chief Computer Programmer	20+ years of programming experience and experience in software development	\$ -	\$ -	\$ -
38	Chief Designer	20+ years of design experience, non-registered	\$ -	\$ -	\$ -
39	Chief Engineer 1	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 15+ years of post-registration experience. Consultant proposes if individual is in a technical discipline oversight role.	\$ -	\$ -	\$ -
40	Chief Engineer 2	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 25+ years of post-registration experience. Consultant proposes if individual is in a technical discipline oversight role.	\$ 255.84	\$ 266.07	\$ 276.71
41	Chief Planner	Degree in planning or equivalent, with 20+ years exp.	\$ -	\$ -	\$ -
42	Chief Scientist	Degree in related field with 20+ years of experience	\$ -	\$ -	\$ -
43	Chief Utility Coordinator	HS Graduate with 20+ years of utility coordination experience including interpreting plans, and assisting the Utility Agency Owners (UAO) with completion of their work schedules and agreements, and FDOT, FHWA, and AASHTO standards, policies, procedures, and design criteria. Not for use on CEI.	\$ -	\$ -	\$ -

Continuing Consulting Services - Planning & Engineering Infrastructure Grants					Hourly
Rates					
#	Title	Description	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3
44	Community Outreach Specialist	H.S. graduate or equivalent, and 3-10 years of public information experience. Not for use on CEI. Please use CEI Community Outreach Specialist	\$ -	\$ -	\$ -
45	Community Outreach Specialist - Junior	H.S. graduate or equivalent, with up to 3 years of public information experience. Not for use on CEI. Please use CEI Community Outreach Specialist.	\$ -	\$ -	\$ -
46	Community Outreach Specialist - Senior	H.S. graduate or equivalent, and 10+ years of public information experience. Not for use on CEI. Please use CEI Community Outreach Specialist	\$ -	\$ -	\$ -
47	Computer Programmer	5+ years of programming experience and experience in software development	\$ -	\$ -	\$ -
48	Data Manager (Pre-Event)	(Pre-Event contracts only) two plus years of experience working with a relational database management system.	\$ -	\$ -	\$ -
49	Design Intern	enrolled in BSCE	\$ -	\$ -	\$ -
50	Designer	10+ years of design experience, non-registered	\$ -	\$ -	\$ -
51	Electrical Engineer	EE degree w/ 2+ years of post-graduate experience	\$ -	\$ -	\$ -
52	Engineer 1	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 0 years of post registration experience	\$ -	\$ -	\$ -
53	Engineer 2	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 5+ years of post registration experience	\$ -	\$ -	\$ -
54	Engineering Intern	entry level w/ engineering degree; EI License required	\$ 149.55	\$ 155.53	\$ 161.75
55	Engineering Technician	Entry level, with 0-4 years of experience	\$ -	\$ -	\$ -
56	Environmental Specialist	B.S. degree in physical or natural sciences or engineering w/ 2+ year's exp.	\$ -	\$ -	\$ -
57	GIS Specialist	Degree in related field; or combination of education and experience	\$ 142.72	\$ 148.42	\$ 154.36
58	Graphic Designer	Degree in Graphic Design and/or relevant experience	\$ -	\$ -	\$ -
59	Inspector	H.S. graduate or equivalent +2 years experience in inspection. Not for use on CEI	\$ -	\$ -	\$ -
60	ITS Inspector	H.S. graduate or equivalent +2 years experience in inspection, one year of which is ITS construction inspection. Not for use on CEI	\$ -	\$ -	\$ -
61	Land Planner	Degree in related field; or combination of education and experience or AICP	\$ -	\$ -	\$ -
62	Landscape Architect	Registered. Not for use on CEI	\$ -	\$ -	\$ -
63	Landscape Architect Intern	entry level w/ BS degree or equivalent. Not for use on CEI	\$ -	\$ -	\$ -
64	Landscape Designer/Landscape Planner	Non-registered with 3+ years of experience	\$ -	\$ -	\$ -
65	MAT Asphalt Plant Inspector	HS grad or equiv, plus 1 yr. of experience in surveillance & insp. of hot mix asphalt plant operations or 80 hours working under an approved and qualified asphalt plant inspector at the asphalt plant. Not for use on CEI	\$ -	\$ -	\$ -
66	MAT Chief Engineer	P.E. (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 20+ years of post registration experience	\$ -	\$ -	\$ -
67	MAT Engineer	P.E. (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 5 yrs. Industry Experience	\$ -	\$ -	\$ -
68	MAT Engineer Intern	Entry level w/ Engineering Degree and E.I.T. Certificate. Not for use on CEI	\$ -	\$ -	\$ -
69	MAT Engineering Technician	H.S. grad w/ 1yr Industry Experience and CTQP qualifications as required. Not for use on CEI	\$ -	\$ -	\$ -
70	MAT Inspector	H.S. grad w/ 1yr Industry Experience and applicable CTQP qualifications. Not for use on CEI	\$ -	\$ -	\$ -
71	MAT Principal Engineer	P.E. (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) (w/ 15+ years of post registration experience	\$ -	\$ -	\$ -
72	MAT Project Manager	H.S. grad w/ 3yrs Industry Experience	\$ -	\$ -	\$ -
73	MAT Secretary/Clerical	Entry level w/ H.S. degree or equivalent	\$ -	\$ -	\$ -
74	MAT Senior Asphalt Plant Inspector	H.S w/ 4yr Industry Experience; CTQP Asphalt Plant Level 1&2; CTQP Asphalt Paving Level 1&2; must complete additional training (if required by District). Not for use on CEI	\$ -	\$ -	\$ -
75	MAT Senior Engineer	P.E. (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.)) w/ 10 yrs. Industry Experience	\$ -	\$ -	\$ -
76	MAT Senior Engineering Technician	H.S. grad w/ 4 yrs Industry Experience and CTQP qualifications as required. Not for use on CEI	\$ -	\$ -	\$ -
77	MAT Senior Inspector	H.S. grad w/ 4 yrs. Industry Experience and applicable CTQP qualifications. Not for use on CEI	\$ -	\$ -	\$ -
78	MAT Technical Secretary	H.S. grad w/ 3 yrs. applicable Technical Experience	\$ -	\$ -	\$ -
79	MAT Technician Aid	Entry level w/ H.S. degree or equivalent	\$ -	\$ -	\$ -
80	Office Manager/EEO/RCS	3+ years of clerical experience (for use in CEI contracts only)	\$ -	\$ -	\$ -
81	Planner	Degree in planning or equivalent/ 1+ years of experience	\$ -	\$ -	\$ -
82	Principal Engineer	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 20+ years of post-registration experience. Consultant proposes if individual is in an enterprise oversight role (over resources and team).	\$ 305.01	\$ 317.21	\$ 329.90
83	Project Architect	registered w/ 5+ years of post-registration experience. Not for use on CEI	\$ -	\$ -	\$ -

Continuing Consulting Services - Planning & Engineering Infrastructure Grants					Hourly
Rates					
#	Title	Description	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3
84	Project Landscape Architect	Registered w/ 5+ years post-registration experience. Not for use on CEI	\$ -	\$ -	\$ -
85	Project Manager 1	PE (where appropriate) w/ 5+ years of post-registration experience	\$ -	\$ -	\$ -
86	Project Manager 2	PE (where appropriate) w/ 10+ years of post-registration experience	\$ -	\$ -	\$ -
87	Project Manager 3	PE (where appropriate) w/ 15+ years of post-registration experience	\$ -	\$ -	\$ -
88	Project Planner	Degree in planning or equivalent/ 5+ years of experience	\$ 129.79	\$ 134.98	\$ 140.38
89	Scientist	Relevant Degree / Entry Level			
90	Secretary/Clerical	entry level w/ HS degree or equivalent	\$ 80.71	\$ 83.94	\$ 87.30
91	Senior Archaeologist	Masters or PhD in related field w/ 10+ years of experience	\$ -	\$ -	\$ -
92	Senior Architect	registered w/ 10+ years of post-registration experience. Not for use on CEI	\$ -	\$ -	\$ -
93	Senior Computer Programmer	10+ years of programming experience and experience in software development	\$ -	\$ -	\$ -
94	Senior Designer	15+ years of design experience, non-registered	\$ -	\$ -	\$ -
95	Senior Electrical Engineer	EE degree w/ 10+ years of post-graduate experience	\$ -	\$ -	\$ -
96	Senior Engineer 1	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 10+ years of post registration experience. Individual is not discipline lead – in production role.	\$ -	\$ -	\$ -
97	Senior Engineer 2	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 20+ years of post-registration experience. Individual is not discipline lead – in production role.	\$ -	\$ -	\$ -
98	Senior Engineering Technician	5+ years of experience	\$ -	\$ -	\$ -
99	Senior Environmental Specialist	M.S. Degree in Physical or Natural Science & 7 yrs exp, Or a bachelor's degree in Environmental Science and 10 years of exp.	\$ -	\$ -	\$ -
100	Senior Inspector	HS degree + 4 years of experience. Not for use on CEI	\$ -	\$ -	\$ -
101	Senior ITS Inspector	H.S. graduate or equivalent +4 years' experience in inspection, two years of which is ITS construction inspection. Not for use on CEI	\$ -	\$ -	\$ -
102	Senior Landscape Architect	registered w/ 10+ years of post-registration experience. Not for use on CEI	\$ -	\$ -	\$ -
103	Senior Mechanical Engineer	ME degree w/ 10+ years of post-graduate experience	\$ -	\$ -	\$ -
104	Senior Planner	Degree in planning or equivalent w/ 10+ years of experience	\$ -	\$ -	\$ -
105	Senior Scientist	Relevant Degree w/ 10+ years of experience	\$ -	\$ -	\$ -
106	Senior Utility Coordinator	HS graduate with 10+ years of utility coordination experience including interpreting plans, and assisting the Utility Agency Owners (UAO) with completion of their work schedules and agreements, and FDOT, FHWA, and AASHTO standards, policies, procedures, and design criteria. Not for use on CEI	\$ -	\$ -	\$ -
107	SUR Aerial Sensor Operator	HS Graduate or Equivalent and 1+ years' experience with the type of sensor(s) and data collection system(s) being utilized for raw data collection. Not for use on CEI	\$ -	\$ -	\$ -
108	SUR Chief Scientist	Master's Degree or Higher in desired field of subject matter expertise	\$ -	\$ -	\$ -
109	SUR Chief Surveyor	PSM with 20+ years post license experience. Not for use on CEI	\$ -	\$ -	\$ -
110	SUR Field Crew Supervisor I	MOT Certification with 1+ years supervisory experience.	\$ -	\$ -	\$ -
111	SUR Field Crew Supervisor II	PSM and MOT Certification, with 1+ years supervisory experience.	\$ -	\$ -	\$ -
112	SUR Mobile Survey Analyst 1	HS Graduate or equivalent with minimum 2+ years survey experience, of which 1+ years must be in digital mapping using mobile remote sensing data.	\$ -	\$ -	\$ -
113	SUR Mobile Survey Analyst 2	HS Graduate or equivalent with a minimum of 4+ years survey experience of which 2+ years must be in processing, analysis, and adjustment of mobile remote sensing data	\$ -	\$ -	\$ -
114	SUR Mobile Survey Analyst 3	HS Graduate or equivalent with a minimum of 6+ years survey experience of which 4+ years must be in processing, analysis, and adjustment of mobile remote sensing data	\$ -	\$ -	\$ -
115	SUR Mobile Survey Operator	HS Graduate or equivalent with minimum of 4 years survey experience, 2 of which must be in operation of mobile remote sensing equipment.	\$ -	\$ -	\$ -
116	SUR Senior Surveyor 1	PSM with 10+ years post license experience.	\$ -	\$ -	\$ -
117	SUR Senior Surveyor 2	PSM with 15+ years post license experience.	\$ -	\$ -	\$ -
118	SUR Survey Project Manager 1	HS Graduate or equivalent with a minimum 10+ years' experience, of which 6+ years must be in surveying for transportation and 4+ years in Survey Project Management	\$ -	\$ -	\$ -
119	SUR Survey Project Manager 2	PSM with 4+ years post licensure transportation experience and 2+ years post licensure Survey Project Management experience	\$ -	\$ -	\$ -
120	SUR Survey Project Manager 3	PSM with 6+ years post licensure transportation experience and 4+ years Survey Project Management experience.	\$ -	\$ -	\$ -
121	SUR Secretary/Clerical	HS Graduate or equivalent with 1+ years' experience	\$ -	\$ -	\$ -
122	SUR SUE Technician 1	HS Graduate or Equivalent with entry level experience in Utility or Survey. Not for use on CEI	\$ -	\$ -	\$ -
123	SUR SUE Technician 2	HS Graduate or Equivalent with 2+ years SUE experience. Not for use on CEI	\$ -	\$ -	\$ -

EXHIBIT “B”

<i>Task Order Form-Continuing Contract for Professional Design Services</i>			
<i>Date of Task Order Request</i>			
<i>Firm Selected for Task</i>			
<i>Task (Project) Name</i>			
<i>Task Description (and other relevant details)</i>			
<i>Task Budget</i>			
<i>Task Proposal Due Date</i>			
<i>Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please the Public Services Dept. @ 727-363-9243.</i>			
<i>Acknowledgement of Task Order:</i>			
<i>Frances Robustelli</i>	<i>Date</i>	<i>Signature</i>	<i>Date</i>
<i>City Manager</i>			
<i>City of St. Pete Beach</i>		<i>Name</i>	
		<i>Title</i>	
<i>Camden Mills</i>	<i>Date</i>	<i>Firm</i>	
<i>Public Services Director</i>			
<i>City of St. Pete Beach</i>			

EXHIBIT “C”

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

EXHIBIT D

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 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 City of St. Pete 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.

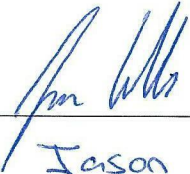


The terms in this Exhibit are hereby agreed upon by the Contractor as of this 25th day of August, 2025.

Signed:

Print Name:

Title:


Jason Collins
President

[END OF EXHIBIT]

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

Agenda Report

Agenda Title Name: Authorize the City Manager to execute the Continuing Contract for Professional Design Services with Advanced Engineering Design, Inc., for three years.

Action Request: Motion to authorize the City Manager to execute the Continuing Contract for Professional Design Services with Advanced Engineering Design, Inc., for three years and to authorize the City Manager to execute the Contract.

Strategic Objective: Operational Excellence

Date: September 22, 2025

Prepared By: Camden Mills, Public Services Director

Through: Frances Robustelli, City Manager

Summary of Issue: The City publicly advertised a Request for Qualifications (RFQ) for Engineering and Consulting Services, and a total of 29 firms submitted proposals for evaluation on May 6, 2025. The City's RFQ evaluation committee recommended 7 firms for continuing contracts to support budgeted capital improvement projects throughout the City. Advanced Engineering Design, Inc. was selected to provide services related to general engineering, transportation, architectural and marine professional consultant services.

This contract shall expire three (3) years after the effective date and may be extended for up to two (2) additional one (1) year periods.

Funding: Task orders will be issued project by project on an as-needed basis, subject to budgeted funds, within the Consultant's Competitive Negotiation Act (CCNA), established under Florida Statute 287.055.

Attachments: 1. AED CCNA Contract

CITY OF ST. PETE BEACH, FLORIDA
Continuing Contract for Professional Design Services

ADVANCED ENGINEERING & DESIGN, INC.-General Engineering,
Transportation, Architectural and Marine

This is a Contract (the “Contract”) entered into by and between the City of St. Pete Beach (hereinafter “CITY”) and Advanced Engineering and Design, Inc. (hereinafter “CONSULTANT”). The CITY and CONSULTANT together shall be referred to as the “Parties.”

WHEREAS, the CITY desires to retain the CONSULTANT to perform Continuing Professional Design Services- General Engineering, Transportation, Architectural and Marine for the CITY, more fully described below in the “scope of services” section.

WHEREAS, the CITY desires to employ the CONSULTANT for the Continuing Professional Design Services, General Engineering, Transportation, Architectural and Marine and other services upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon such terms and conditions.

WHEREAS, the CONSULTANT has been selected to perform these professional services pursuant to the provisions of the “Consultants’ Competitive Negotiation Act” in Section 287.055; Florida Statutes, and all applicable CITY rules, regulations and policies.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1 – GENERAL.

- 1.1 The above recitals are true and correct, and incorporated as part of this Contract.
- 1.2 CONSULTANT shall be defined herein to include all principals of the firm of, including full time employees, professionals or otherwise, and all servants, agents, employees and/or subconsultants retained by the CONSULTANT to perform its obligations hereunder. Subconsultants shall be reviewed and approved by the CITY prior to Notice to Proceed with their prospective work assignments.
- 1.3 “Professional services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

- 1.4 Prior to the start of any work under this Contract, the CONSULTANT will have submitted to the CITY a detailed resume of key engineering personnel that will be involved in performing services requested by the CITY. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the CONSULTANT desires to change the key personnel in an active assignment, it shall submit the qualifications of the new personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.
- 1.5 The CONSULTANT acknowledges that the CITY has retained other consultants, engineering and otherwise, and the coordination between said consultants and the CONSULTANT may be necessary from time to time for the successful completion of the Assignments. The CONSULTANT agrees to provide such coordination as necessary within the Scope of Services.
- 1.6 The CONSULTANT 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 Contract.
- 1.7 The CONSULTANT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Assignment.
- 1.8 Requirements for sealing all plans, reports and documents prepared by the CONSULTANT shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.9 This Contract may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Contract shall be the date this Contract has been executed by all parties.

SECTION 2 – SCOPE OF SERVICES.

- 2.1 The CONSULTANT shall diligently and in a professional and timely manner perform the work included in the Scope of Services as listed generally in the Request for Qualifications (RFQ) attached and incorporated in this Contract as Exhibit A. Unless modified in writing by the parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.
- 2.2 GENERAL. The CONSULTANT agrees to perform those services described in Exhibit A – RFQ, dated 3/19/2025, which is attached hereto and made a part hereof.
- 2.3 ADDITIONAL SERVICE. The CITY and the CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the

performance of the Scope of Services that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders and shall be undertaken only under terms of formal amendments to this Contract.

- 2.4 **TASK ORDERS.** Additional services to be provided by the CONSULTANT shall be authorized in writing as Task Orders. Task Orders to be provided shall be prepared on the form delineated as Exhibit B - which is attached hereto and made a part hereof. Each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the work authorized; and the amount and method of compensation. Task Orders shall be dated and serially numbered annually. The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this contract.
- 2.5 The CITY Manager or his/her designee may authorize Task Orders for services under this continuing contract, which are equal to or less than limits prescribed for Continuing Contracts under the provision of F.S. 287.055(g) or limits set by the CITY's rules, regulations, and policies. Professional fees under such specified Task Orders shall be based on a written proposal from the CONSULTANT as may be requested in writing by the CITY's designated representative, who shall process the proposal through the appropriate departments at the CITY. A single unitary task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this continuing contract.

SECTION 3 – CITY'S RIGHTS AND RESPONSIBILITIES.

The CITY shall provide the service described below in a timely fashion at no cost to the CONSULTANT:

- 3.1 Furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data and other information that is available in the CITY's files, necessary or useful to the CONSULTANT for the performance of the assignment. All of the documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the assignment to be performed by the CONSULTANT.
- 3.2 Make CITY personnel available when required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the CONSULTANT to enter upon the project lands as required for the CONSULTANT within a reasonable time, to perform surveys, observations and other work as necessary to complete the assignment.

- 3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and render written decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 3.5 Transmit instructions, relevant information and provide interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 3.6 Give prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope of timing of the CONSULTANT's services or becomes aware of any defect or changes necessary in the work of the CONSULTANT.
- 3.7 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the CONSULTANT.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the assignment not covered under the assignment.

SECTION 4 – COMPENSATION.

- 4.1 GENERAL. Compensation to the CONSULTANT for services performed pursuant to this Contract shall be in accordance with the following method or compensation, as defined and indicated a the "Lump Sum Method."

The type and amount of compensation for each Task Order shall be described on the Task Order form included in "Exhibit B."

4.2 LUMP SUM METHOD

- a. Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, subconsultants' and specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work, or other conditions stipulated in the Task Order, and the Task Order is modified by both the CITY and CONSULTANT to reflect the change(s) by formal amendment to this Contract.
- b. Payment to the CONSULTANT for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the CONSULTANT and accepted by the CITY.

- 4.3 INVOICE PROCESSING-Invoices received by the CITY will be processed for payment within thirty (30) days of receipt of invoice. CONSULTANT will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the

CITY with an explanation of the deficiencies. The CITY will make an effort to resolve all questionable items contained in the CONSULTANT's invoices within thirty (30) days of receipt of the invoices by the CITY. At the end of the thirty (30) day period, the CITY shall pay the CONSULTANT the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the initiating CITY representative.

4.4 **PAYMENT IN THE EVENT OF CONTRACT TERMINANATION OR SUSPENSION.** In the event that a Task Order or this Contract is terminated or canceled, or the CONSULTANT's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of this Contract.

4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT.** If instructed to do so by CITY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The additional compensation shall be requested by the CONSULTANT on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the assignment by formal amendment or Task Order to this Contract.

SECTION 5 - WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF CONTRACT.

5.1 **WORK COMMENCEMENT.** The CONSULTANT shall commence work on each authorized Task Order within ten (10) days after receipt by the CONSULTANT of a written Notice-To-Proceed from the CITY's Designated Representative. If the CONSULTANT fails to commence work within the ten (10) day period, then the CITY shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the CONSULTANT.

5.2 **IMPLEMENTATION SCHEDULE.** The CONSULTANT must complete its work in accordance with the time schedule specified in the applicable Task Order/Assignment. In the event the work of the CONSULTANT is delayed due to no fault of the CONSULTANT, which delays the completion of any Task Order of the Assignment, the CONSULTANT is entitled to an appropriate extension of the contract time for the specific Task Order. Additional compensation to the CONSULTANT will be negotiated to the mutual agreement of the CITY and the CONSULTANT in the event such delay causes any Task Order's costs to increase for reasons beyond the CONSULTANT's control.

5.3 **TERM.** This Contract shall expire three (3) years after the effective date of this Contract and may be extended for up to two (2) additional one (1) year periods, not to exceed five (5) years maximum, upon written mutual consent of the CITY and the CONSULTANT.

5.4 **CONTINUING CONTRACT.** In accordance with 287.055 (g), this is a "continuing contract" for professional services entered into in accordance with all procedures of this act between the CITY and the CONSULTANT, whereby the CONSULTANT shall

provide professional services to the CITY for projects in which construction or professional costs do not exceed the statutory limitations imposed. Additionally, the CONSULTANT shall provide for work of a specified nature as outlined in Exhibit A of this Contract as required by the CITY.

SECTION 6 - CITY'S "DESIGNATED" REPRESENTATIVE.

- 6.1 GENERAL. The CITY hereby designates the CITY Manager or his/her designee to represent the CITY in all matters pertaining to and arising from the work and performance of this contract. The CITY Manager or designee shall have the following responsibilities:
- a. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
 - b. Transmission of instructions, receipt of information and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
 - c. Giving prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any defects or changes necessary in the project.
 - d. Following the CONSULTANT's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.
 - e. When appropriate, authorizing Task Orders equal to or less than limits prescribed for Continuing Contracts pursuant to the provisions of FS 287.055(g) and applicable rules, regulations, r policies of the City.

SECTION 7 - CHANGES IN SCOPE.

- 7.1 The CITY or the CONSULTANT may request changes in the Scope of Services of a Task Order. Such change(s), including any increase or decrease in the amount of the CONSULTANT's compensation for any Task Order pursuant to this Contract, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated by written formal amendment.

SECTION 8 - TERMINATION OF CONTRACT.

- 8.1 TERMINATION BY CITY FOR CAUSE. The CITY may terminate this Contract for any one or more of the following reasons:
- a. If adequate progress on any phase of the assignment is not being made by the CONSULTANT as a direct result of the CONSULTANT's failure to perform.

- b. The quality of the services performed by the CONSULTANT is not in conformance with commonly accepted design codes and standards, standards of the CITY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment.
- c. The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT.
- d. The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors.
- e. The CONSULTANT violates the Standards of Conduct provisions of this Contract herein.
- f. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
- g. Sub-standard or non-performance of Agreement.
- h. The City wishes to terminate at any time and for any reason, upon giving sixty (60) days prior written notice to the CONSULTANT.

8.2 TERMINATION BY CONSULTANT FOR CAUSE. The CONSULTANT may cancel this Contract for the following reasons:

- a. The CITY fails to meet its obligations and responsibilities as contained in the sections of this Contract describing the CITY's Rights and Responsibilities.
- b. The CITY fails to pay the CONSULTANT in accordance with this Contract.
- c. In the event of either of the causes described in this Contract, the CONSULTANT may send a certified letter requesting that the CITY show cause why the Contract should not be terminated. If adequate assurances are not given to the CONSULTANT within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONSULTANT may consider the CITY to be in default, and may immediately terminate this Contract.

8.3 TERMINATION BY CITY WITHOUT CAUSE. Notwithstanding any other provision of this Contract, the CITY shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Assignment without cause, provided that ten (10) days prior written notice is given to the CONSULTANT of the CITY's intent to terminate. In the event that a Task Order is terminated, The CITY shall identify the specific Task Order(s) being terminated and the specific Task Order(s) to be continued to completion pursuant to the provisions of this Contract. This Contract will remain in full

force and effect as to all authorized Task Orders which are to be continued to completion under this type of arrangement.

- 8.4 PAYMENT IN THE EVENT OF TERMINATION. In the event this Contract or any Assignment is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the CONSULTANT. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional direct costs to be incurred by the CITY due to such default.

8.5 ACTION FOLLOWING TERMINATION

- a. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- b. In the case of the CITY terminating the CONSULTANT, the CONSULTANT shall within ten (10) days or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the CONSULTANT in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the CITY. Notwithstanding the foregoing, the CONSULTANT shall not be held liable for the accuracy or reliability of any partially completed work delivered in accordance with this provision.

8.6 SUSPENSION

- a. The performance of the CONSULTANT's service under any provision of this Contract may be suspended by the CITY at any time. In the event the CITY suspends the performance of the CONSULTANT's services hereunder, the CITY shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by the CONSULTANT, and CITY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended services unless and until the CITY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the CITY that the CONSULTANT's services hereunder are to be resumed, the CONSULTANT shall complete the services of the CONSULTANT called for in this Contract and the CONSULTANT shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the CONSULTANT under this Contract, same to be payable at the times and in the number specified herein. In no event will the compensation

or any part thereof become due or payable to the CONSULTANT under this Contract unless and until the CONSULTANT has attained that state of work where the same would be due and payable to the CONSULTANT under the provisions of this Contract.

- b. If the aggregate time of the CITY's suspension(s) of the CONSULTANT's Services under any Task Order of this Contract exceeds sixty (60) days, then the CONSULTANT and the CITY shall, upon request of the CONSULTANT, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the CONSULTANT hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the CONSULTANT for the balance of the Services to be performed hereunder. No increase in compensation to the CONSULTANT shall be allowed unless it is based upon clear and convincing evidence of an increase in the CONSULTANT's costs attributable to the aforesaid suspension(s).

SECTION 9 - CLAIMS AND DISPUTES/REMEDIES.

- 9.1 CLAIMS AND DISPUTES. Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of this Contract.
- 9.2 REMEDIES. Except as provided in Section 9.1 herein, all claims, disputes and/or matters in question between the CITY and the CONSULTANT arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this contract shall be in the appropriate court with territorial jurisdiction over the City of St. Pete Beach, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 10 - INDEMNITY AND INSURANCE.

- 10.1 GENERAL. To the fullest extent permitted by Florida law, the CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the Consultant in the performance of the contract.

10.2 INSURANCE. The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in the State of Florida, and will provide Certificates of insurance to the CITY, evidencing such insurance, within fifteen (15) days following the CONSULTANT's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the CITY. Specific insurance requirements may include:

- a. WORKER'S COMPENSATION. The CONSULTANT must provide Worker's Compensation for all employees at the site location, and in case any work is subcontracted, will require the Subcontractor to provide Worker's Compensation for all of its employees.
- b. COMMERCIAL GENERAL LIABILITY. The CONSULTANT must provide coverage for all operations as detailed in the Scope of Services including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.
- c. AUTOMOBILE LIABILITY. The CONSULTANT must provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000 CSL or its equivalent.
- d. PROFESSIONAL LIABILITY INSURANCE. Annual Professional Liability Insurance must be maintained with coverage in an amount as detailed in the City of St. Pete Beach Request for Qualifications (RFQ) titled "Engineering and Consulting Services". Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of negligent performance by the CONSULTANT, or any person or subcontractor employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of three (3) years after completion of the CONSULTANT's services and/or construction and acceptance of the facilities designed by the CONSULTANT under the scope of this Contract including any amendment thereto.
- e. CERTIFICATES OF INSURANCE. The CONSULTANT shall furnish all Certificates of Insurance forwarded directly to the following:

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

with information copied to the Designated Representative identified in this Contract. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by these provisions.

SECTION 11 - NEGOTIATION DATA.

11.1 The CONSULTANT hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the CONSULTANT's compensation under this Contract may be adjusted to exclude any significant sums where the CITY determines the CONSULTANT's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the CITY during the period of this Contract and for five (5) years after final payment is made.

11.2 Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 12 - OWNER OF DOCUMENTS.

12.1 It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the CONSULTANT. The CONSULTANT shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the CONSULTANT pursuant to this Contract are instruments of service in respect to the services described in the Assignment. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to the CONSULTANT; and the CITY shall indemnify to the maximum extent permitted by law and hold harmless the CONSULTANT from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the CONSULTANT will entitle the CONSULTANT to further compensation at rates to be agreed upon by the CITY and the CONSULTANT.

12.2 Any Documents given to or prepared or assembled by the CONSULTANT and its subcontractors under this Contract shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

12.3 The CONSULTANT may maintain copies of all work performed under this Contract for the CITY.

12.4 The CONSULTANT shall not publish any information concerning this project without the prior written consent of the CITY.

12.5 The CONSULTANT should abide by the Florida Public Records law, more fully described in "Exhibit C."

SECTION 13 - STANDARDS OF CONDUCT.

13.1 CONSULTANT EMPLOYEES. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.

13.2 EMPLOYMENT ELIGIBILITY. The Consultant 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. Consultant 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) Consultant 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 Consultant 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) Consultant shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Consultant 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 Consultant'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. Consultant 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 Consultant, the Consultant may not be awarded a public agreement for a period of one (1) year after date of termination.

- 13.3 **CONSULTANT COMPLIANCE WITH LAWS.** The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.
- 13.4 **CONFLICT OF INTEREST.** The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 8.1.
- 13.5 **REMOVAL OF EMPLOYEE.** The CITY is empowered to require the CONSULTANT to remove any employee or representative of the CONSULTANT from working on this Assignment which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the CONSULTANT in writing of the CITY's objections prior to the CONSULTANT's removal of any employee or representative.
- 13.6 **PUBLICATION.** The CONSULTANT shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 14 - ACCESS TO RECORDS/AUDIT.

- 14.1 **RECORDS MAINTENANCE.** The CONSULTANT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The CONSULTANT shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of CONSULTANT's books, records, documents, time records and cost accounts and other evidence shall be at the CITY's expense.
- 14.2 **ACCESS TO RECORDS.** The CONSULTANT shall maintain and allow access to the records required under this Section for a period of five (5) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under the terms of this Contract.

SECTION 15 - CODES AND DESIGN STANDARDS.

- 15.1 All of the services to be performed by the CONSULTANT shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the CITY and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract. The CONSULTANT shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the CONSULTANT beyond that covered under the scope of this Contract shall be subject to negotiation for an increase in scope and compensation by an amendment to this Contract.

SECTION 16 - ASSIGNABILITY

- 16.1 The CONSULTANT shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the CITY, provided that claims for the money due or to become due the CONSULTANT from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 17 - CONTROLLING LAWS

- 17.1 This Contract is to be governed by the laws of the State of Florida.

SECTION 18 - FORCE MAJEURE

- 18.1 Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 19 - EXTENT OF CONTRACT

- 19.1 This Contract, together with the RFQ titled "Engineering and Consulting Services" (issued 3/19/2025), the proposal submitted 4/23/2025, and the Exhibits hereinafter identified and listed in this Section 19, incorporated herein and made a part hereof by this reference, constitute the entire Agreement between the CITY and the CONSULTANT and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract. The Exhibits supplemental to and made a part of this Contract are as follows:

Exhibit A: Scope of Services.

Exhibit B: Task Order Form.

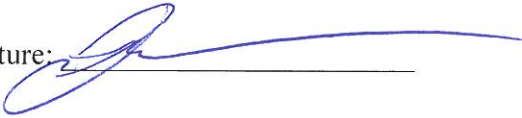
Exhibit C: 2025 Standard Addendum
Exhibit D: FEMA Grant Provisions

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

Advanced Engineering and Design, Inc.:

City of St. Pete Beach:

Signature: _____



Signature: _____

By: Justin V. Keller

By: Frances Robustelli

Its: President

Its: City Manager

Date: 8/25/25

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brookes
City Attorney

Renee Rose
City Clerk

EXHIBIT “A”
SCOPE OF SERVICES



**City of St. Pete Beach
Request for Qualifications**

Engineering and Consulting Services

Issued 3/19/2025

**Submittals due by
4/23/2025 at 10:00 AM EST (Deadline)
City Hall, St. Pete Beach, FL**

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Event	Date	Time
Publication of Bid	03/19/2025	8:00 AM
Pre-Bid Meeting (MANDATORY)	03/26/2025	11:00 AM
Deadline for Question Submission	04/16/2025	10:00 AM
Bid Receiving Deadline	04/23/2025	9:00 AM
Bid Opening	04/23/2025	10:00 AM

II. GENERAL CONDITIONS

REQUEST FOR QUALIFICATIONS

Engineering and Consulting Services |

REQUEST FOR QUALIFICATIONS SUMMARY

The City of St. Pete Beach is accepting sealed Summary of Qualifications (SOQ) submittals from qualified firms for Engineering and Consulting Services. The City will be selecting at least five (5) firms or more for a three (3) year term with two (2) one-year contract renewal options. |

SUBMITTER INFORMATION

All Submitters 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 business days before the submittals are 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/>) for additional project information as it becomes available. The City reserves the right to decide whether to provide addendums or not. The City is not required to provide any additional information.

MANDATORY PRE-SUBMITTAL MEETING

A **MANDATORY** pre-submittal meeting will be held **3/26/2025 at 11:00 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.

QUALIFICATIONS SUBMITTALS

Submittal documents must include all items listed under the Submission Instructions Section of the Request for Qualifications (RFQ).

Submissions should be made electronically either to DemandStar or Bonfire by the due date. Only electronic submissions will be accepted.

The deadline for submissions is at Time **9:00 AM EST on 4/23/2025 (Deadline)**. Any electronic qualifications not received by this deadline will not be accepted – NO EXCEPTIONS.

Clearly marked Each Submittal with the service type you are bidding on.

Electronic submissions will be publicly opened and read right after the submittal deadline.

Openings are typically opened in Commission Chambers and are open to the public to witness, if desired.

CONTACT INFORMATION

John Taylor – Procurement Manager

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

Phone - (727) 363-9279

E-mail - jtaylor@stpetebeach.org |

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 RFQ. All questions pertaining to the terms and conditions or scope of work of this Request for Qualification (RFQ) 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 4/16/2025**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFQ**. 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 **RFQ** 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.

SCOPE OF WORK

The scope of work consists of providing project specific civil engineering, architectural, mapping and other related services for the City on an as-needed basis for miscellaneous current and future projects. As this contract is issued in accordance with Florida Statutes 287.055, the Consultants' Competitive Negotiation Act, projects issued under the awarded contracts will be limited to those in accordance with limits established for a "continuing contract". The City anticipates awarding multiple contracts within the following categories:

- A. General Engineering Design Services
 - a. Roads including asphalt, concrete, shell permeable alternatives and multimodal implementation.
 - b. Bridges, components above and below the water line including rehabilitation or replacement of all components and inspections.
 - c. Asbestos, lead based paint, petroleum and other hazardous, toxic radioactive waste investigations and remediation services.
 - d. Geotechnical soil investigations.
 - e. Stormwater including all components of conveyance systems for gravity flow and force main pump systems.
 - f. Sanitary including all components of conveyance systems for gravity flow, force main flow, pump stations, lift stations, and air release. All requirements for operational control of pump and lift stations including power and electronic controls.
 - g. Electrical requirements including conventional facilities, transmission, distribution, alternative power sources and emergency power alternatives.
 - h. Vertical Building Construction and Renovation
 - i. All functional aspects
 - 1. Roofing
 - 2. Doors
 - 3. Windows
 - 4. Plumbing
 - 5. HVAC
 - 6. Flooring
 - 7. Electrical
 - 8. Communications
 - 9. Interior and exterior functionality design etc. including LEED technology implementation techniques up to and including certification.
- B. Transportation Planning and Design Services
 - a. Transportation planning for multi-modal forms of transportation (separate or integrated) including pedestrian, bicycle, scooter, skateboard, electric bicycle, motorcycle, internal combustion engine vehicles, hybrid vehicles, electric vehicles, alternative power source vehicles, service vehicles, oversized vehicles and any other means of transportation.

- b. Traffic engineering including management of multi-modal forms of transportation, traffic control, traffic counts and any form of a traffic study or traffic evaluation.
- C. Architectural Design Services
 - a. Building design
 - i. New and renovations, including facilities associated with government services such as
 - 1. City Hall
 - 2. Recreational
 - 3. Library
 - 4. Public Works
 - ii. Inclusion of public art on any type of infrastructure including buildings, walls, streets, sidewalks, parks, seawalls and any other infrastructure.
 - b. Landscaping Design
 - i. Parks
 - ii. Gardens
 - iii. Parking lots
 - iv. Right of ways
 - v. Mechanical heat reduction techniques applicable to hard infrastructure such as streets and sidewalks and soft infrastructure utilizing shade canopy concepts.
- D. Survey Services
 - a. Building
 - b. Land
 - c. Easements, rights of way
 - d. Platting research
- E. Marine Facilities
 - a. Seawalls including concrete, vinyl, sheet pile and living shoreline
 - b. Piers
 - c. Docks, floating or static
 - d. Pilings, individual or group replacement
 - e. Pilings supporting waterway signage, including signage and mountings
 - f. Beach pedestrian and vehicle access ways
 - g. Sand dune restoration, nourishment and preservation techniques including plantings
- F. Community Development and Planning Services
 - a. Plans Review
 - b. Building Inspections
 - c. Permit Review
 - d. Fire and Safety Inspectors
 - e. Workload management assistance, cost for employee support for a-d above
- G. Urban Development Planning
 - a. Comprehensive Plan Review
- H. ADA Compliance Review and Implementation Planning
 - a. Website Compliance
 - b. Physical Compliance
 - c. Review of projects for compliance
 - d. Investigating complaints and recommending corrective action.
- I. Financial Services
 - a. Grant
 - i. Acquisition
 - ii. Identification
 - iii. Writing
 - iv. Submissions
 - v. Management review
 - b. Investor Services

- c. Insurance Policy Review and recommendations, medical, dental, facility, vehicle and other applicable to City management
- d. Financial Audit Services
- e. Risk Management for insurance claims
- J. Information Technology Services
- K. Soil and Material Testing
 - a. Perform foundation excavations to perform design bearing pressure.
 - b. Perform fill density testing of backfill material compaction
 - c. Provide field inspection of reinforced Concrete structures
 - d. Provide concrete and grout material testing services to ensure compliance of materials and placement methods with the contract documents
 - e. Provide proof-rolling observations and corrective recommendations/Ground Water presence and corrective action recommendations if necessary
 - f. Soil boring for soil type identification and rock
 - g. Others related soil and material inspections, other specialty inspection services (masonry, steel reinforcement, asphaltic pavement, etc.
 - h. In-place density test
 - i. Modified proctor tests
 - j. Three (3) point LBR tests
 - k. Compressive strength tests for concrete cylinders
 - l. Environmental Testing/monitoring/ (asbestos, lead, water contamination, pollution/chemical testing, and other environmental
 - m. Other tests that may be required.
 - i. All geotechnical and Material Testing will be performed under the direct supervision of a Licensed Professional Engineer in the St. of Florida.
 - ii. All testing shall be performed in accordance with United States Bureau of Reclamation (USBR or their ASTM or AASHTO equivalent Test.
 - iii. Contractors shall provide certified personnel to perform all field and laboratory testing services. Include all safety and training and all other pertinent laboratory training.
 - iv. Contractor is responsible for vehicular transportation to and from each project site including collection and hauling of all test specimens, as required.
 - v. Contractor shall possess all computer hardware, software , printers/plotters, scanners, copiers and trained personnel to provide digital or hard copy test results including field notes, sketches, electronic data files, AutoCAD exhibits, maps certified test results, etc. ...as requested by the City.
 - vi. Other test requirements as requested by the City of St. Pete Beach.

Each Submitter must identify in its submittal which categories it wants to be considered and evaluated for. Each submitter may identify more than one category if it can provide said services.

Consulting firms will be working on an as-needed basis, and this contract does not guarantee the consultants selected a minimum number of projects. Consulting firms may also be asked to provide engineers for emergency inspections following a natural disaster. The City reserves the right to issue separate engineering contracts for specific services at the city's sole discretion.

The consulting firm shall assist the City towards solutions to engineering problems and the approach or technique to be used towards accomplishing the City's objective for each project or assignment. The engineering services may include, but not be limited to, design, surveys, reviews, construction specifications, emergency inspections, and permitting. |

MINIMUM QUALIFICATIONS

SOQs will be considered from firms normally engaged in implementing the services requested. To be eligible for award, submitters must:

1. Be licensed in the State of Florida
2. Possess a minimum of five (5) years' experience in performing similar work
3. Have completed three (3) projects in the past five (5) years of a similar size, scope and complexity (See Section III for sample projects anticipated to be issued as Task Orders under awarded contracts).

Submitters shall present their SOQ as outlined in the submission instructions section of this document. Respondents must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City of St. Pete Beach. The City reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms, and conditions of the Contract. The City of St. Pete Beach will determine whether the evidence of the ability to perform is satisfactory and reserves the right to reject all SOQs.

SUBMISSION INSTRUCTIONS

The purpose of this section is to provide information related to the qualifications of interested firms to perform the service requested herein. Response to all subsets of this section is mandatory. Failure to provide the requested information may result in a submittal being deemed non-responsive. A non-responsive submittal will not receive further consideration. Upon submission, all submittals become the property of the City of St. Pete Beach and are subject to public records laws. All expenses, including travel expenses for interviews, incurred in the preparation of the submittal shall be borne by the submitter.

The following information shall be provided in the order detailed:

- a. **Title Page** - List the RFQ subject, the name of the firm, local address, telephone number, name of contact person, and e-mail address of contact person.
- b. **Table of Contents** – Include a clear identification of the material included in the submittal by page number.
- c. **Letter of Interest** – Limit one (1) page. Make a positive commitment to perform the required work. Also provide the name(s) of the person(s) who will be authorized to make representation for your firm, their title, telephone number, and e-mail address.
- d. **Statement of Qualifications and Profile of Firm** – Limit eight (8) pages. State the size of staff, number of registered professionals and overall experience of the assigned staff for this assignment. Include technical background, experience information, and other applicable data on proposed personnel and any proposed sub-consultants. Include an organizational chart of the project team and describe the communication processes to be used within the project team. State whether your firm is local, national or international in size. Give the location of the office from which the work is to be done.
- e. **Services Approach** – Limit five (5) pages. Include a general synopsis of the firm's approach and understanding of the work required. Include the firm's Quality Assurance Control program or policy.
- f. **References** - Limit ten (10) pages. Provide information for those projects which have been successfully completed which are similar to those required under this assignment. Please include projects recently completed within the last five (5) years. Additionally, document that the respondent has provided services for three (3) contracts to other local governments similar to this contract. References shall include:

- i. Client name, address, phone number, e-mail address.
 - ii. Description of the scope of the work.
 - iii. Month and Year the project was started and completed.
 - iv. Total cost and professional service fees paid.
 - v. Role of the firm and the responsibilities.
- g. **Insurance Requirements** – Provide proof of insurance in accordance with the insurance requirements section included in this RFQ.

Full resumes are to be attached as exhibits to the Submittal. Please provide the brief descriptions and information as stated. Additional exhibits to the submittal are acceptable, however, any attachments provided do not take the place of the written requirements as listed above. Resumes are not to exceed two (2) pages per person.

Please direct all technical inquiries concerning this RFQ in writing to the City Contact listed above. Questions must be submitted no later than ten (10) days prior to the submittal due date.

EVALUATION AND SELECTION OF CONSULTANT

A City review team will evaluate each firm's SOQ based upon the criteria stated in this RFQ and the ability to execute the services. As part of the evaluation process, the team may request a sit-down interview with prospective firms. Following the evaluation process, the City will then select the firm(s) considered most qualified. The successful firm(s) will be required to enter into a contract similar to the one included in this RFQ. The City reserves the right to negotiate modifications to any SOQ that it deems acceptable. The City reserves the right to terminate negotiations in the event it deems the progress towards a contract to be insufficient.

Submittals will be evaluated in accordance with the criteria listed below:

- Qualification of the Project Team
- Qualifications of the Sub-Consultants
- Firm's Experience Working on Public Works Projects
- Firm's Experience Working with the City of St. Pete Beach
- Quality Assurance Control Program/Policy
- Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the City.
- Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts.
- Location of Firm
- Quality of SOQ – firm met all requirements requested under Submission of Submittals

RESERVES THE RIGHT

The City reserves the right to reject any and all submittals, or any part of any submittal, to waive any irregularities or informalities in any submittal, and to accept that submittal which is deemed to be the most qualified and in the best interest of the City. The City of St. Pete Beach reserves the right to establish additional contracts that may be similar in nature to any contract resulting for this Request for Qualifications as best serves the needs of the City.

DESIGNATED CONTACT

The awarded firm shall appoint a person to act as a primary contact with the City. This person or back-up shall be readily available during normal working hours by phone or in person and shall be knowledgeable of the terms of the RFQ and the services being requested.

INSURANCE REQUIREMENTS

Include in proof of Insurance furnished by the firm's carrier to guarantee the engineering firm is insured.

The awarded firm must file with the City of St Pete Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

Commercial General Liability Insurance coverage, including but not limited to premises operations, products/completed operations, product liability, contractual liability, personal injury, death in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

Commercial Automobile Liability Insurance for any owned, non-owned, hired or borrowed automobile in the minimum amount of \$1,000,000 combined single limit.

Worker's Compensation/Employer's Liability Insurance as required by Florida Law for all applicable employees, agent, representatives and subcontractors, if any.

Professional Liability Insurance the Consultant will carry professional liability Errors and Omissions Insurance during the terms of this Agreement which will cover liability for any damage or non- performance on account of any error, omission, or other provable negligence caused by the Consultant in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate

INDEMNIFICATION

The Respondent shall 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 Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

ASSURANCES

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.

LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

The Consultant shall comply with all local, state, and federal directives, orders and laws as applicable to the Contract.

Compliance with Fla. Stat. 448.095:

- a. Consultant agrees to comply with all applicable portions of Fla. Stat. 448.095. Consultant 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. Subconsultants:
 - i. Consultant shall also require all subconsultants performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - ii. Subconsultants shall provide Consultant with an affidavit stating the subconsultant does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095

- iii. Consultant shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Consultant 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 Consultant'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. Consultant 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 Consultant, the Consultant may not be awarded a public agreement for a period of 1 year after date of termination.

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.

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) on USB storage device or web-based archive.

DEVIATIONS FROM SPECIFICATIONS

Respondents shall clearly indicate, as applicable, all areas in which the items/services proposed do not fully comply with the requirements of this RFQ. The decision as to whether an item fully complies with the stated requirements rests solely with the City.

NO COLLUSION

By offering a submission to this Request for Qualifications, the responder certifies that no attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principals(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

BACKGROUND CHECKS

The Code of Ordinances may require a Consultant or sub-consultant who performs work in or on City property to provide a criminal background check for any employee of the company who will do the work in or on city property. Criminal background checks shall mean a level (1) one background check as defined by F.S. § 435.03. The Consultant shall, at its expense, obtain a criminal background check for each of its employees having access to City property prior to beginning the work, and depending on the contract's term, on an annual basis thereafter. The Consultant must ensure a similar background check has been done of its subconsultants' employees who will have access to City property.

The Consultant shall be required to submit an affidavit on the form provided certifying that background checks

shall be completed for all employees who will perform work on city property. The Consultant shall conduct the background checks prior to any work being performed. Consultant shall maintain such records during the contract period and for one year thereafter and shall make such records available for inspection and verification by City.

If such a check reveals a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime, the awarded Proposer shall not assign the individual to any City property. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the City's express written authorization. In the event that the Proposer intends to hire new personnel to perform the required services, the background checks should be initiated at the time of the hire.

The City reserves the right to approve or disapprove whether the Consultant's employees perform the services for the City. Disapproval would apply solely to this contract and shall have no bearing on the Proposer's employment of an individual outside of this contract.

CONE OF SILENCE

During the course of a competitive solicitation, a Cone of Silence shall apply as follows:

A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall terminate at the time the City Commission makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications and shall not end until the Commission gives final approval of the contract.

Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation.

The Cone of Silence shall not apply to written or oral communications with legal counsel for the City or the Purchasing Manager for the City.

Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City.

PUBLIC RECORDS/CONFIDENTIAL INFORMATION

Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Proposer's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. Florida Statutes provide an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the Proposer believes any of the information contained in the response is exempt from the Public Records Law,

then the Proposer must in the response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

PUBLIC ENTITY CRIMES INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Proposer, supplier, sub-consultant, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

CONFLICT OF INTEREST

The Proposer acknowledges and confirms that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

No contract will be awarded to a Proposer who has City elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida Statutes and City Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the City's Proposer's List and prohibit the proposer from engaging in any business with the City.

TERMINATION

The resulting contract may be canceled by the City when:

- Sufficient funds are not available to continue its full and faithful performance of the contract.
- 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 Consultant.

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 Contract immediately upon written notice to the Consultant.

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a respondent may be permitted to withdraw an erroneous submittal prior to the award by the City Commission, if the following is established:

- a. The respondent acted in good faith in submitting the submittal;
- b. In preparing the submittal there was an error of such magnitude that enforcement of the submittal would result in severe hardship upon the respondent;

- c. The error was not the result of gross negligence or willful inattention on the part of the respondent;
- d. 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; and
- e. The respondent submits documentation and an explanation of how the error was made.

TAXES, FEES, CODES, LICENSING

The Consultant shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The Consultant shall also be responsible for compliance with all applicable codes, laws, and regulations.

CONTRACT MODIFICATIONS

The Continuing Contract for Professional Design Services by which the selected contractors will be bound by is attached. Any requested changes must be negotiated and completed during the solicitation process via addendums. No changes to the contract will be made after the submittal deadline.

III. SERVICE TYPES

Some of the Services required of the Consultant within the technical areas identified above include, but are not limited to, the following:

- Prepare feasibility and conceptual planning documents.
- Provide research, attendance at meetings, and preparation of presentation materials, reports and correspondence.
- Prepare and/or assist with the preparation of grant applications and attendance at meetings with grant officials.
- Assist in the review and development of ordinances.
- Provide public education/notification assistance.
- Prepare engineering designs, calculations, plans and specifications, contract bid documents, and cost estimates.
- Prepare base maps, preliminary layouts, estimates of probable costs, engineering analysis and alternatives as requested.
- Submit construction documents as needed to the City and other agencies having an interest or jurisdiction over the project.
- Prepare short-term and long-term planning documents, master plans, or provide input to the City's master plans, capital improvement program, and maintenance needs.
- Participate in construction administration as required by the City.
- Prepare formal or informal feasibility studies as necessary to assist the City in responding to capital improvement needs.
- Analysis of existing infrastructure and available capacity to serve proposed capital improvement projects.
- Prepare legal descriptions, exhibits, and surveys.
- Provide expert witness testimony.
- Prepare appropriate permitting documents and obtain and/or assist the City in obtaining permits from applicable agencies.
- Represent the City with regulatory agencies.
- Prepare periodic project status reports.
- Prepare and furnish bidding documents and assist the City in the preparation of other related documents.
- Attend bid openings, prepare bid tabulation sheets, and assist the City in the evaluation of bids or proposals.
- Issue addenda as appropriate to clarify, correct, or change the bidding documents.
- Participate in pre-construction conference as requested by the City.
- Review and determine acceptability of construction submittals, including shop drawings, progress schedule, schedule of values, etc.
- Review and provide recommendations to request for information, request for changes, and claims to the City arising during construction activities.
- Make periodic construction site visits for the purpose of determining general compliance with the approved drawings, plans, and specifications as requested by the City.
- Review as-built drawings provided by the construction contractor and provide written comments to the City.
- Provide services related to construction administration and inspections, and/or specialty inspection.
- Provide project management services and act as an extension of the City's staff for the design, bidding, and construction management of municipal projects as requested by the City.

IV. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO SECTION 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 Section 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, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 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 Section 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 entity 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, FLA. STAT., 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) |

V. 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, 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)

VI. 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:

As to City:

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

With Copy To:

Insert Vendor email address

With Copy To:

cityattorney@stpetebeach.org

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)



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM I

CCNA-Engineering and Design RFQ

Issued 03/27/2025

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 04/23/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Attendees List (on Next Page)

Mandatory Pre-Bid Meeting
RFQ: Engineering and Consulting Services
Attendees List
March 26, 2025
11:00 AM

1. Dennis Kile – Greenman Pederson (GPI)
2. Alistair Brice – Halff
3. Alberto Miron – Applied Research Associates (ARA)
4. Teresa Beckham – Team Fishel
5. Brett Warner – NorthStar Contracting Group
6. Howard Hartung – Hyatt Survey Services, Inc.
7. Russell Hyatt – Hyatt Survey Services
8. Sarah Davenport – Traffic & Mobility Consultants
9. Farrah McBride – Tierra
10. Ernie Hoch – Jones Edmunds
11. Steve Darman – Team Fishel
12. Bonni Funt – TSFGeo
13. Chris Bridges – BCC Eng
14. Rosa Villarreal – Team Fishel
15. Lia Young – NorthStar Contracting Group,
16. Kai Belew – LJA Engineering,
17. Cat Olnick – Cummins Cederberg Coastal & Marine Engineering
18. Rob Rosner – Florida Design Consultants
19. Tracey Burghy - Willdan Engineering
20. Marilyn Etheridge - Master Consulting Engineers
21. Ronald Stein - Willdan Engineering
22. Victoria Haney - MES Group
23. Matthew Ivie - Ayres Associates Inc
24. Walter Nickel - Wright-Pierce,
25. Jonathan Langston - George F. Young
26. Christopher Gamache - Stantec
27. Mim Hall - Gahagan & Bryant Associates (GBA)
28. Terri Cook - Pennoni
29. Nick Charnas – Halff
30. Justin Keller – Advanced Engineering & Design, Inc.
31. Danielle Joyce - Transpology (WBE),
32. Kyle Matheny - Kimley-Horn and Associates
33. Herbert Raybourn - RESPEC
34. Sara Hoffman - LJA Engineering
35. Allison Shaw - David Mason
36. Robin Crawford - Bayer United Engineering Consultants
37. Dana Whitaker - CivilSurv Design Group
38. Daniel Hoeflich - Volkert
39. Michelle Eguia - Colliers Engineering & Design

40. Nick Harrison - American Structurepoint,
41. Cody Stewart - Advanced Engineering & Design, Inc.
42. Tim Harley - Weston & Sampson
43. Patrick O'Connor - American Structurepoint, Inc.
44. Dikran Kalaydjian - Land & Water Engineering Science
45. Brandyn Littleton – Halff
46. Nik Gervais - Gervais Ventures
47. Quinlyn Lally - CMTA, Inc.
48. Sean Lahav - Halff,
49. Gresham Neal - Ayres Associates,
50. Jason Collins - ADEAS-Q,
51. Sarah Head - Halff
52. Karina Tijerino - BCC Engineering
53. Rafal Kadaj - Advanced Engineering & Design, Inc
54. Mayur Patel - GPI, Inc.
55. Aaron Getchell - Halff Associates, Inc.
56. Elie Araj - Applied Sciences Consulting
57. Andrea Hall - Professional Service Industries, Inc.
58. Caitlin Caserta - Tectonic Engineering
59. Greg Stevens - Colliers Engineering & Design
60. Awet Tsegay- Pennoni
61. Leslie Cleveland - Stantec Consulting Services Inc
62. Kara Rider - Goodwyn Mills Cawood
63. Soctt Stannard - Goodwyn Mills Cawood
64. Tom Burke – Stantec
65. Christian Chandler – Atkins Realis
66. Greg Stannard - Goodwyn Mills Cawood, LLC
67. Martin Steffen - Halff
68. Jason Sheridan - Pennoni Associates, Inc
69. Joseph Foster - J Foster Consulting
70. Antonio Serbia - PE, Wright-Pierce
71. Bruno Arriola - DRMP
72. Daniel Rundle - Certa Building Solutions
73. Toni Farber - Master Consulting, Inc
74. Alisa Folden - Mead & Hunt
75. Awet Tsegay - Pennoni Associates,
76. Elaina Burton - DRMP
77. Codi Barron - Applied Sciences Consulting, Inc
78. Gabe Luger PE - Certa Building Solutions
79. Gustavo Llanos - BCC Engineering, LLC
80. Luis Mendez - Certa Building Solutions
81. Scott Garth - DRMP
82. Michael Gomez - Tectonic Engineering Consultants
83. Chris Albers - Wunderlich-Malec Engineering
84. Christina Newcomb - Applied Sciences

- 85. Adeola Adeyemi - George F Young
- 86. Chris McDaniel - Greenman-Pedersen, Inc
- 87. Hannah Atchison - Master Consulting Engineers



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ADDENDUM II

CCNA-Engineering and Design RFQ

Issued 03/31/2025

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 04/23/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

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.



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ADDENDUM III

CCNA-Engineering and Design RFQ

Issued 03/31/2025

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Information Technology Services (Letter J) under Scope of work-**Remove**



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ADDENDUM IV

CCNA-Engineering and Design RFQ

Issued 04/01/2025

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 04/23/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Community Development and Planning Services Letter 'F' a-e) under Scope of work-**Remove**



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ADDENDUM V

CCNA-Engineering and Design RFQ

Issued 04/02/2025

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 04/23/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Questions and Answer from Pre-Bid Meeting

Questions and Answers from Pre-Bid Meeting

Will the City elaborate on item "J. Information Technology Services" so the consultants can ensure the correct experiences and staff are included in their response? **This has been taken off the RFQ per Addendum 3.**

➤ You stated in the meeting that at least 5 companies will be awarded. Is that 5 companies total or 5 companies for each discipline? **Total of 5 or more depending on the need of the City.**

➤ Do you need to be able to provide all services listed under each category? I.e. Could an MEP Engineering Design firm just submit for just Category A, Subcategory h – 4. Plumbing; 5. HVAC; 7. Electrical; 8. Communications. **We will look at this on an as needed basis in the needs of the City. If a category truly needs only one vendor, then that is what the City will strive for. In other areas, we may split a category depending on the number of bidders we have.**

➤ Is there more information regarding the evaluation and scoring? Are all the criteria of equal weight? **In most scoring situations we look at years in business, background of staff, references, previous projects etc. They are not equal scoring. Some will be worth 50% others worth 5 % for instance.**

➤ Can you tell us who were the previous RFQ winners? **The last time this was bid was in 2020. Winners were Kimely Horn, Halff, Stantec, Hyatt, George F Young, Cardno**

➤ Will SBE/DBE certifications be a factor in the grading criteria for this solicitation? **No. SBE/DBE certification will not be a factor.**

➤ If submitting for multiple services, do we need to submit a package for each service? **Can be a combined Package as long as each section is noted.**

➤ If submitting for multiple services, is the page limit for each service or the entire package? **Each Service**

➤ Is this meeting mandatory for attendance by subconsultants also, or just prime firms? **Just Prime Firms**

- Is there a forecast of anticipated upcoming projects? Projects are budgeted each year for the upcoming year starting the first of Oct. All projects are approved or disapproved by the Commission.
- Is this utilizing Florida's new Continuing Services limit of projects under \$7.5 million? Yes
- Will any other municipalities piggy-back off of this contract? All of St. Pete Beaches Contracts can be Piggyback'd onto. There is no interest at this time from any municipality to do so.
- Is design build a desired category? No. design-build projects will be competitively bid separately from the CCNA contract.
- What City staff will be on the evaluation committee? It will be the Department Directors as well as the Acting Assist. City Manager
- Since the prime consultant has the opportunity to submit on select disciplines, does the City expect that subconsultants will be utilized on his contract? That is Correct
- Any bonding requirements for design build? N/A
- Will the addendum include a list of attendees to this presubmittal meeting? YES. It will be a separate addendum. This was posted on Addendum 1

Category F. Community Development and Planning Services has a workload management assistance section. Please provide a better description of what is required for this service. This has been taken off the RFQ per Addendum 4



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ADDENDUM V

CCNA-Engineering and Design RFQ

Issued 04/09/2025

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 04/23/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Questions and Answer

1. Do tabs count toward the overall page count? – **No.**
2. Can we list continuing service contracts for project experience if the overall contract is ongoing but tasks underneath it are completed? – **Yes.**
3. Please confirm if the 10 pages for references and similar projects should be used for 10 projects, or if there is a certain number of projects the City would like to see. –
There is not a certain number of projects the City would like to see. A minimum of (3) contracts to other local governments like this contract are required.



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ADDENDUM VII

CCNA-Engineering and Design RFQ

Issued 04/09/2025

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 04/23/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Questions and Answer

Extension of due date on last page.

Please confirm which sections get increased page numbers based on the number of categories pursued. For example, if a firm pursues main categories A, B, C, D, are all section page limits increased to 4 times the original limit? Does this make the Letter of Interest 4 pages, Statement of Qualifications and Profile of Firm 24 pages, Services Approach 20 pages, and References 40 pages? Also, does this include the sub-categories (a, b, c, d, e, etc) or just the main categories (A, B, C, D, etc)?

Title Page = 1 page

Table of Contents = 1 page

Letter of Interest = 1 page

Statement of Qualifications and Profile of Firm = 8 pages

Services Approach = 5 pages per service category pursuing (A, B, C, D, E, F, G, H, I, J, K).

References = 10 pages

Insurance Requirements = minimum necessary

Resumes = 2 pages per person

In regard to the latest addendum 6, Q#3, below, can you provide clarification on whether you are looking for one-off project examples or continuing contracts only for the reference section? The verbiage is a bit confusing. Also, do we need to be the prime firm on our references, or can we be a subconsultant? – **One-off project examples or relevant continuing contract examples are both acceptable. If you're not the prime firm on your references, please specify that.**

.Please confirm if the 10 pages for references and similar projects should be used for 10 projects, or if there is a certain number of projects the City would like to see. –

There is not a certain number of projects the City would like to see. A minimum of (3) contracts to other local governments like this contract are required."

Would the City please consider reissuing and replacing the sample contract with one which consists of terms and conditions relevant to design professional services and compliant with Florida Statutes? The sample agreement provided in this RFP has terms and conditions that are not in compliance with Florida Statutes, including Section 17 Indemnification which is in conflict with the Indemnification provision stated in the RFQ. The sample contract terms and conditions apply to construction contractor work and are not relevant to design professional services. – **This will be updated and an amendment will be published under a separate Addendum #**

Would the City please consider removing the Addendum II conflicts requirement, issued on 03/31/2025? We believe that this provision is unreasonable to comply with for all multidisciplinary engineering firms both presently or during the term of the contract that may work with the Florida Department of Transportation, Pinellas County Utilities, Forward Pinellas, Duke Energy, Frontier, Pinellas County Transportation, and City of St. Petersburg. The Addendum #2 will be changed. It will be added in another addendum

Can the organizational chart that is required to be included in Section d. Statement of Qualifications and Profile of the Firm be included on an 11" x 17" page in order to allow extra space in which to fully highlight the strengths of our project team? – **Yes.**

It seems like category K. Soil and Material Testing is part of Category A. General Engineering Design Services via item d. Geotechnical Soil Investigations. Are these two categories one and the same? **Please disregard Category A.d. and only respond to Category K.**

Extension of Due date: This RFQ has been extended two weeks. The due date for submissions will now be May 6th at 9:00 AM EST. Opening will be held on the same day at 10:00 AM



155 Corey Avenue
St. Pete Beach, FL 33706-1839
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ADDENDUM VIII

CCNA-Engineering and Design RFQ

Issued 04/21/2025

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 05/06/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Change to Addendum 2 should read as follows:

Conflicts: By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity (other than to a governmental agency, quasi-governmental agency, or utility company), 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 (other than to a governmental agency, quasi-governmental agency, or utility company), 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.



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM IX

CCNA-Engineering and Design RFQ

Issued 04/22/2025

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 05/06/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Corrected Sample Contract

CITY OF ST. PETE BEACH, FLORIDA
Continuing Contract for Professional Design Services

[Insert consultant and/or purpose for contract]

This is a Contract (the "Contract") entered into by and between the City of St. Pete Beach (hereinafter "CITY") and [insert consultant's corporate name] (hereinafter "CONSULTANT"). The CITY and CONSULTANT together shall be referred to as the "Parties."

WHEREAS, the CITY desires to retain the CONSULTANT to perform Continuing Professional Design Services for the CITY, more fully described below in the "scope of services" section.

WHEREAS, the CITY desires to employ the CONSULTANT for the Continuing Professional Design Services and other services upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon such terms and conditions.

WHEREAS, the CONSULTANT has been selected to perform these professional services pursuant to the provisions of the "Consultants' Competitive Negotiation Act" in Section 287.055; Florida Statutes, and all applicable CITY rules, regulations and policies.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1 – GENERAL.

- 1.1 The above recitals are true and correct, and incorporated as part of this Contract.
- 1.2 CONSULTANT shall be defined herein to include all principals of the firm of, including full time employees, professionals or otherwise, and all servants, agents, employees and/or subconsultants retained by the CONSULTANT to perform its obligations hereunder. Subconsultants shall be reviewed and approved by the CITY prior to Notice to Proceed with their prospective work assignments.
- 1.3 "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

- 1.4 Prior to the start of any work under this Contract, the CONSULTANT will have submitted to the CITY a detailed resume of key engineering personnel that will be involved in performing services requested by the CITY. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the CONSULTANT desires to change the key personnel in an active assignment, it shall submit the qualifications of the new personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.
- 1.5 The CONSULTANT acknowledges that the CITY has retained other consultants, engineering and otherwise, and the coordination between said consultants and the CONSULTANT may be necessary from time to time for the successful completion of the Assignments. The CONSULTANT agrees to provide such coordination as necessary within the Scope of Services.
- 1.6 The CONSULTANT 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 Contract.
- 1.7 The CONSULTANT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Assignment.
- 1.8 Requirements for sealing all plans, reports and documents prepared by the CONSULTANT shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.9 This Contract may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Contract shall be the date this Contract has been executed by all parties.

SECTION 2 – SCOPE OF SERVICES.

- 2.1 The CONSULTANT shall diligently and in a professional and timely manner perform the work included in the Scope of Services as listed generally in the Request for Qualifications (RFQ) attached and incorporated in this Contract as Exhibit A. Unless modified in writing by the parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.
- 2.2 GENERAL. The CONSULTANT agrees to perform those services described in Exhibit A – RFQ, dated Click or tap to enter a date., which is attached hereto and made a part hereof.
- 2.3 ADDITIONAL SERVICE. The CITY and the CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the

performance of the Scope of Services that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders and shall be undertaken only under terms of formal amendments to this Contract.

- 2.4 TASK ORDERS. Additional services to be provided by the CONSULTANT shall be authorized in writing as Task Orders. Task Orders to be provided shall be prepared on the form delineated as Exhibit B - which is attached hereto and made a part hereof. **[DON'T FORGET TO ATTACH YOUR TASK ORDER FORM AS EXHIBIT B. WE DISCUSSED THIS WITH MIKE WHO SAID YOU COULD PREPARE A STANDARD ASSIGNMENT LETTER AND THEN DELETE THIS SENTENCE]**. Each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the work authorized; and the amount and method of compensation. Task Orders shall be dated and serially numbered annually. The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this contract.
- 2.5 The CITY Manager or his/her designee may authorize Task Orders for services under this continuing contract, which are equal to or less than limits prescribed for Continuing Contracts under the provision of F.S. 287.055(g) or limits set by the CITY's rules, regulations, and policies. Professional fees under such specified Task Orders shall be based on a written proposal from the CONSULTANT as may be requested in writing by the CITY's designated representative, who shall process the proposal through the appropriate departments at the CITY. A single unitary task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this continuing contract.

SECTION 3 – CITY'S RIGHTS AND RESPONSIBILITIES.

The CITY shall provide the service described below in a timely fashion at no cost to the CONSULTANT:

- 3.1 Furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data and other information that is available in the CITY's files, necessary or useful to the CONSULTANT for the performance of the assignment. All of the documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the assignment to be performed by the CONSULTANT.
- 3.2 Make CITY personnel available when required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the CONSULTANT to enter upon the project lands as required for the CONSULTANT within a reasonable time, to perform surveys, observations and other work as necessary to complete the assignment.

- 3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and render written decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 3.5 Transmit instructions, relevant information and provide interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 3.6 Give prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope of timing of the CONSULTANT's services or becomes aware of any defect or changes necessary in the work of the CONSULTANT.
- 3.7 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the CONSULTANT.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the assignment not covered under the assignment.

SECTION 4 – COMPENSATION.

- 4.1 GENERAL. Compensation to the CONSULTANT for services performed pursuant to this Contract shall be in accordance with the following method or compensation, as defined and indicated in the "Lump Sum Method."

The type and amount of compensation for each Task Order shall be described on the Task Order form included in "Exhibit 3."

4.2 LUMP SUM METHOD

- a. Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, subconsultants' and specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work, or other conditions stipulated in the Task Order, and the Task Order is modified by both the CITY and CONSULTANT to reflect the change(s) by formal amendment to this Contract.
- b. Payment to the CONSULTANT for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the CONSULTANT and accepted by the CITY.

- 4.3 INVOICE PROCESSING. [YOU MAY WANT TO BE SURE FINANCE HANDLES YOUR PURCHASE ORDERS THIS WAY. PLEASE DELETE SENTENCE UPON COMPLETION OF DRAFTING.] Invoices received by the CITY will be processed for

payment within thirty (30) days of receipt of invoice. CONSULTANT will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make an effort to resolve all questionable items contained in the CONSULTANT's invoices within thirty (30) days of receipt of the invoices by the CITY. At the end of the thirty (30) day period, the CITY shall pay the CONSULTANT the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the initiating CITY representative.

- 4.4 **PAYMENT IN THE EVENT OF CONTRACT TERMINATION OR SUSPENSION.** In the event that a Task Order or this Contract is terminated or canceled, or the CONSULTANT's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of this Contract.
- 4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT.** If instructed to do so by CITY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The additional compensation shall be requested by the CONSULTANT on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the assignment by formal amendment or Task Order to this Contract.

SECTION 5 - WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF CONTRACT.

- 5.1 **WORK COMMENCEMENT.** The CONSULTANT shall commence work on each authorized Task Order within ten (10) days after receipt by the CONSULTANT of a written Notice-To-Proceed from the CITY's Designated Representative. If the CONSULTANT fails to commence work within the ten (10) day period, then the CITY shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the CONSULTANT.
- 5.2 **IMPLEMENTATION SCHEDULE.** The CONSULTANT must complete its work in accordance with the time schedule specified in the applicable Task Order/Assignment. In the event the work of the CONSULTANT is delayed due to no fault of the CONSULTANT, which delays the completion of any Task Order of the Assignment, the CONSULTANT is entitled to an appropriate extension of the contract time for the specific Task Order. Additional compensation to the CONSULTANT will be negotiated to the mutual agreement of the CITY and the CONSULTANT in the event such delay causes any Task Order's costs to increase for reasons beyond the CONSULTANT's control.
- 5.3 **TERM.** This Contract shall expire three (3) years after the effective date of this Contract and may be extended for up to two (2) additional one (1) year periods, not to exceed five (5) years maximum, upon written mutual consent of the CITY and the CONSULTANT.
- 5.4 **CONTINUING CONTRACT.** In accordance with 287.055 (g), this is a "continuing contract" for professional services entered into in accordance with all procedures of this act between

the CITY and the CONSULTANT, whereby the CONSULTANT shall provide professional services to the CITY for projects in which construction or professional costs do not exceed the statutory limitations imposed. Additionally, the CONSULTANT shall provide for work of a specified nature as outlined in Exhibit A of this Contract as required by the CITY.

SECTION 6 - CITY'S "DESIGNATED" REPRESENTATIVE.

6.1 GENERAL. The CITY hereby designates the CITY Manager or his/her designee to represent the CITY in all matters pertaining to and arising from the work and performance of this contract. The CITY Manager or designee shall have the following responsibilities:

- a. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- b. Transmission of instructions, receipt of information and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- c. Giving prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any defects or changes necessary in the project.
- d. Following the CONSULTANT's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.
- e. When appropriate, authorizing Task Orders equal to or less than limits prescribed for Continuing Contracts pursuant to the provisions of FS 287.055(g) and applicable rules, regulations, and policies of the City.

SECTION 7 - CHANGES IN SCOPE.

7.1 The CITY or the CONSULTANT may request changes in the Scope of Services of a Task Order. Such change(s), including any increase or decrease in the amount of the CONSULTANT's compensation for any Task Order pursuant to this Contract, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated by written formal amendment.

SECTION 8 - TERMINATION OF CONTRACT.

8.1 TERMINATION BY CITY FOR CAUSE. The CITY may terminate this Contract for any one or more of the following reasons:

- a. If adequate progress on any phase of the assignment is not being made by the CONSULTANT as a direct result of the CONSULTANT's failure to perform.

- b. The quality of the services performed by the CONSULTANT is not in conformance with commonly accepted design codes and standards, standards of the CITY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment.
- c. The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT.
- d. The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors.
- e. The CONSULTANT violates the Standards of Conduct provisions of this Contract herein.
- f. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
- g. Sub-standard or non-performance of Agreement.
- h. The City wishes to terminate at any time and for any reason, upon giving sixty (60) days prior written notice to the CONSULTANT.

8.2 TERMINATION BY CONSULTANT FOR CAUSE. The CONSULTANT may cancel this Contract for the following reasons:

- a. The CITY fails to meet its obligations and responsibilities as contained in the sections of this Contract describing the CITY's Rights and Responsibilities.
- b. The CITY fails to pay the CONSULTANT in accordance with this Contract.
- c. In the event of either of the causes described in this Contract, the CONSULTANT may send a certified letter requesting that the CITY show cause why the Contract should not be terminated. If adequate assurances are not given to the CONSULTANT within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONSULTANT may consider the CITY to be in default, and may immediately terminate this Contract.

8.3 TERMINATION BY CITY WITHOUT CAUSE. Notwithstanding any other provision of this Contract, the CITY shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Assignment without cause, provided that ten (10) days prior written notice is given to the CONSULTANT of the CITY's intent to terminate. In the event that a Task Order is terminated, The CITY shall identify the specific Task Order(s) being terminated and the specific Task Order(s) to be continued to completion pursuant to the provisions of this Contract. This Contract will remain in full force and effect

as to all authorized Task Orders which are to be continued to completion under this type of arrangement.

- 8.4 PAYMENT IN THE EVENT OF TERMINATION. In the event this Contract or any Assignment is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the CONSULTANT. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional direct costs to be incurred by the CITY due to such default.

8.5 ACTION FOLLOWING TERMINATION

- a. Upon receipt of notice of termination, given by either party the terminated party shall promptly discontinue all services and other work unless the notice provides otherwise.
- b. In the case of the CITY terminating the CONSULTANT, the CONSULTANT shall within ten (10) days or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the CONSULTANT in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the CITY. Notwithstanding the foregoing, the CONSULTANT shall not be held liable for the accuracy or reliability of any partially completed work delivered in accordance with this provision.

8.6 SUSPENSION

- a. The performance of the CONSULTANT's service under any provision of this Contract may be suspended by the CITY at any time. In the event the CITY suspends the performance of the CONSULTANT's services hereunder, the CITY shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by the CONSULTANT, and CITY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended services unless and until the CITY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the CITY that the CONSULTANT's services hereunder are to be resumed, the CONSULTANT shall complete the services of the CONSULTANT called for in this Contract and the CONSULTANT shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the CONSULTANT under this Contract, same to be payable at the times and in the number specified herein. In no event will the compensation or any part thereof become due or payable to the CONSULTANT

under this Contract unless and until the CONSULTANT has attained that state of work where the same would be due and payable to the CONSULTANT under the provisions of this Contract.

- b. If the aggregate time of the CITY's suspension(s) of the CONSULTANT's Services under any Task Order of this Contract exceeds sixty (60) days, then the CONSULTANT and the CITY shall, upon request of the CONSULTANT, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the CONSULTANT hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the CONSULTANT for the balance of the Services to be performed hereunder. No increase in compensation to the CONSULTANT shall be allowed unless it is based upon clear and convincing evidence of an increase in the CONSULTANT's costs attributable to the aforesaid suspension(s).

SECTION 9 - CLAIMS AND DISPUTES/REMEDIES.

- 9.1 CLAIMS AND DISPUTES. Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of this Contract.
- 9.2 REMEDIES. Except as provided in Section 9.1 herein, all claims, disputes and/or matters in question between the CITY and the CONSULTANT arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this contract shall be in the appropriate court with territorial jurisdiction over the City of St. Pete Beach, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 10 - INDEMNITY AND INSURANCE.

- 10.1 GENERAL. To the fullest extent permitted by Florida law, the CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the Consultant in the performance of the contract.
- 10.2 INSURANCE. The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in

the State of Florida, and will provide Certificates of insurance to the CITY, evidencing such insurance, within fifteen (15) days following the CONSULTANT's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the CITY. Specific insurance requirements may include:

- a. **WORKER'S COMPENSATION.** The CONSULTANT must provide Worker's Compensation for all employees at the site location, and in case any work is subcontracted, will require the Subcontractor to provide Worker's Compensation for all of its employees.
- b. **COMMERCIAL GENERAL LIABILITY.** The CONSULTANT must provide coverage for all operations as detailed in the Scope of Services including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.
- c. **AUTOMOBILE LIABILITY.** The CONSULTANT must provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000 CSL or its equivalent.
- d. **PROFESSIONAL LIABILITY INSURANCE.** Annual Professional Liability Insurance must be maintained with coverage in an amount as detailed in the City of St. Pete Beach Request for Qualification (RFQ) titled "Engineering and Consulting Services". Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of negligent performance by the CONSULTANT, or any person or subcontractor employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of three (3) years after completion of the CONSULTANT's services and/or construction and acceptance of the facilities designed by the CONSULTANT under the scope of this Contract including any amendment thereto.
- e. **CERTIFICATES OF INSURANCE.** The CONSULTANT shall furnish all Certificates of Insurance forwarded directly to the following:

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

with information copied to the Designated Representative identified in this Contract. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by these provisions.

SECTION 11 - NEGOTIATION DATA.

11.1 The CONSULTANT hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the CONSULTANT's compensation under this Contract may be adjusted to exclude any significant sums where the CITY determines the CONSULTANT's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the CITY during the period of this Contract and for five (5) years after final payment is made.

11.2 Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 12 - OWNER OF DOCUMENTS.

12.1 It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks and all other data, other than working papers, prepared or obtained by the CONSULTANT in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the CONSULTANT. The CONSULTANT shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the CONSULTANT pursuant to this Contract are instruments of service in respect to the services described in the Assignment. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to the CONSULTANT; and the CITY shall indemnify to the maximum extent permitted by law and hold harmless the CONSULTANT from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the CONSULTANT will entitle the CONSULTANT to further compensation at rates to be agreed upon by the CITY and the CONSULTANT.

12.2 Any Documents given to or prepared or assembled by the CONSULTANT and its subcontractors under this Contract shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

12.3 The CONSULTANT may maintain copies of all work performed under this Contract for the CITY.

12.4 The CONSULTANT shall not publish any information concerning this project without the prior written consent of the CITY.

12.5 The CONSULTANT should abide by the Florida Public Records law, more fully described in "Exhibit C."

SECTION 13 - STANDARDS OF CONDUCT.

13.1 CONSULTANT EMPLOYEES. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.

13.2 EMPLOYMENT ELIGIBILITY. The Consultant 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. Consultant 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) Consultant 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 Consultant 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) Consultant shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Consultant 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 Consultant'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. Consultant 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 Consultant, the Consultant may not be awarded a public agreement for a period of one (1) year after date of termination.

13.3 CONSULTANT COMPLIANCE WITH LAWS. The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

13.4 CONFLICT OF INTEREST. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 8.1.

13.5 REMOVAL OF EMPLOYEE. The CITY is empowered to require the CONSULTANT to remove any employee or representative of the CONSULTANT from working on this Assignment which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the CONSULTANT in writing of the CITY's objections prior to the CONSULTANT's removal of any employee or representative.

13.6 PUBLICATION. The CONSULTANT shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 14 - ACCESS TO RECORDS/AUDIT.

14.1 RECORDS MAINTENANCE. The CONSULTANT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The CONSULTANT shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of CONSULTANT's books, records, documents, time records and cost accounts and other evidence shall be at the CITY's expense.

14.2 ACCESS TO RECORDS. The CONSULTANT shall maintain and allow access to the records required under this Section for a period of five (5) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under the terms of this Contract.

SECTION 15 - CODES AND DESIGN STANDARDS.

15.1 All of the services to be performed by the CONSULTANT shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the CITY and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract. The CONSULTANT shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the CONSULTANT beyond that covered under the scope of this Contract

shall be subject to negotiation for an increase in scope and compensation by an amendment to this Contract.

SECTION 16 - ASSIGNABILITY

16.1 The CONSULTANT shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the CITY, provided that claims for the money due or to become due the CONSULTANT from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 17 - CONTROLLING LAWS

17.1 This Contract is to be governed by the laws of the State of Florida.

SECTION 18 - FORCE MAJEURE

18.1 Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 19 - EXTENT OF CONTRACT

19.1 This Contract, together with the RFQ titled "[insert name of RFQ]" (issued [Click or tap to enter a date.]), the proposal submitted [Click or tap to enter a date.], and the Exhibits hereinafter identified and listed in this Section 19, incorporated herein and made a part hereof by this reference, constitute the entire Agreement between the CITY and the CONSULTANT and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract. The Exhibits supplemental to and made a part of this Contract are as follows:

- Exhibit A: Scope of Services.
- Exhibit B: Task Order Form.
- Exhibit C: Addendum

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

Corporate Consultant Name:

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: Frances Robustelli

Its: _____

Its: City Manager

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brookes
City Attorney

Ginny Bodkin
Acting City Clerk

Sample Contract

EXHIBIT “A”

SCOPE OF SERVICES

Sample Contract

EXHIBIT “B”

TASK ORDER FORM

Sample Contract

EXHIBIT "C"

Addendum

CITY OF ST. PETE BEACH, FLORIDA **STANDARD CONTRACT ADDENDUM**

THIS ADDENDUM modifies the 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" to include the following terms of this contract Addendum:

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. Additional Terms. Notwithstanding any of other provisions 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.

City of St. Pete Beach



REQUEST FOR QUALIFICATIONS Engineering & Consulting Services May 6, 2025



Prepared by:
Advanced Engineering & Design, Inc.
3931 68th Avenue N.,
Pinellas Park, FL 33781
www.aed-fl.com
Justin V. Keller, PE, CFM, ENV SP
727-526-9158



ADVANCED ENGINEERING & DESIGN, INC.

3931 68th Avenue North, Pinellas Park, FL 33781 • (727) 526-9158 • www.aed-fl.com

April 23, 2025

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

Re: RFQ CCNA-3/2025
Engineering and Consulting Services Statement of Qualifications
Letter of Interest

Mr. Taylor,

The City of St. Pete Beach has requested qualifications from firms for engineering and consulting services. In response, we are pleased to submit the attached Statement of Qualifications from the Advanced Engineering & Design, Inc. team. Our diverse technical expertise equips us to address the multiple subdisciplines necessary to serve the City effectively. We propose to provide **General Engineering Design Services** and are committed to perform the work.

Advanced Engineering & Design, Inc. is confident that our project team can offer the City of St. Pete Beach:

- Extensive local design experience
- A proven, cost-effective project approach grounded in our past successes
- Resources for rapid response, including personnel, financial capacity, and equipment
- Strong regulatory expertise
- Exceptional client service
- Competitive billing rates

As a Small Business Enterprise (SBE), we have proudly served Pinellas County governmental entities for over two decades. We respectfully request your favorable consideration of our proposal. Please do not hesitate to contact me, the authorized representative of the firm, at (727) 526-9158 or via email at keller@aed-fl.com.

Sincerely,
Advanced Engineering & Design, Inc.

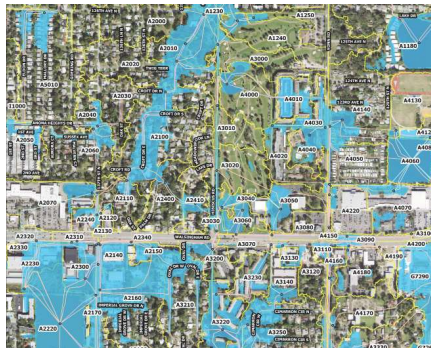
Justin V. Keller, PE, CFM, ENV SP
President



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TAB A

Statement of
Qualifications and Profile
of Firm



3931 68th Avenue North, Pinellas Park, FL 33781 • (727) 526-9158 • www.aed-fl.com



Advanced Engineering & Design, Inc., (AED) was founded in 1998 by William G. Reidy, P.E. after having worked with several large engineering firms. For nine years prior to forming Advanced Engineering & Design, Inc. (AED), Mr. Reidy served as Principal Engineer at Montgomery Watson, Inc., a recognized international leader in Water and Wastewater design-related projects. Mr. Reidy served as a National Product Line Leader in Civil Stormwater, Lift Station and Large Diameter Pipeline designs.

With an extensive level of experience in providing engineering services to municipal entities, Mr. Reidy continued to serve Tampa Bay municipalities even as a small start-up organization. Advanced Engineering & Design was able to offer “big company” capabilities and expertise to local cities at much lower billing rates. This philosophy, maintained to this day since 1998, has resulted in a very strong resume of municipal experience. AED has maintained continuous, long-term, relationships with municipalities.

AED’s focus is to provide superb client service and technical expertise at competitive billing rates. Working out of our corporate office in Pinellas Park, our staff is available to our clients, are responsive to our client’s needs and utilize a pro-active approach in providing strong technical expertise.

AED continues to expand the services we provide to our municipal clients. Services include, but are not limited to, the following:

- *Park / Recreational Facilities Design*
- *Construction Management / CEI Services*
- *Regulatory Permitting (Program & Project-Specific) (Multiple Agencies)*
- *Stormwater Design Services (Outfall Improvements, Roadway Level of Service Improvements, Channel Stabilization, LID, Etc.)*
- *Building Improvements / Minor Architectural Services*
- *Multimodal Improvements (Shared Use Trails, Complete Streets, Sidewalks, Transit Pull-In Bays, Etc.)*
- *Coastal Design / Marine Engineering (Seawalls, Boat Ramps, Docks, Dredging, Etc.)*
- *Regional Drainage Studies*
- *Watershed Management Plan Preparation*
- *Transportation Design Services (Level of Service Improvements, Intersection Improvements, RRR, Traffic Calming, Etc.)*
- *Pressure Pipe Analysis & Design (Open Cut / Trenchless, FDOT UWHC, County JPA, Etc.)*
- *Lift Station Rehabilitation (Master or Satellite)*
- *Sanitary Sewer Trunk / Collector Design & Rehabilitation (Open Cut / Trenchless)*
- *Infrastructure Mapping / GIS / Asset Management*
- *Funding Acquisition (SWFWMD CFI, EPA Grants, FDEP SRF, FDEP SWAG, Etc.)*

As a recognized Small Business Enterprise, AED has provided municipal design services for governmental entities for over two (2) decades. Our projects range in size and scope and we are able to tackle complex design challenges while being agile enough to complete minor tasks.

KEY STRENGTHS

AED is unique as we are a small firm able to provide a full suite of services to our municipal clientele. Subsequent sections of this document illustrate Advanced Engineering & Design, Inc.’s (AED) capabilities as it pertains to the analysis and design of infrastructure. However, we would like to highlight some intrinsic strengths of the firm not specifically identified elsewhere in this proposal.

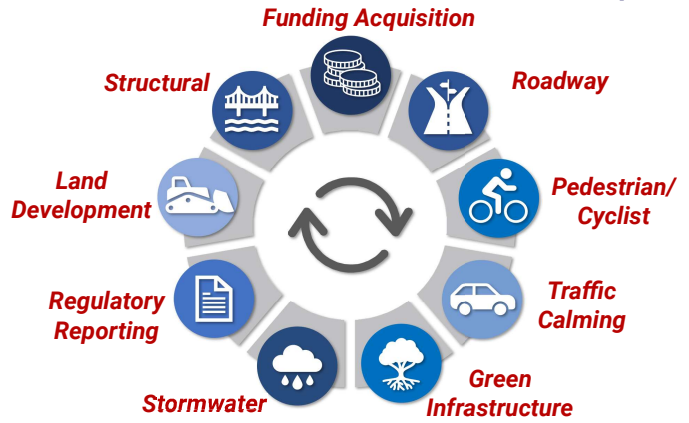
CONSISTENCY

AED’s relationship with many Pinellas County clients is approaching two (2) decades and this is not by coincidence. Over a long period of time, our clients have seen our founding principles in action; honesty, transparency, accessibility and a commitment to providing superior client service. We have demonstrated the willingness to go above and beyond regardless of whether a task is included within our contract. We truly value the personal and professional relationships we have built with our clients and are hopeful for the opportunity to develop one with St. Pete Beach. Our corporate culture has resulted in many long tenured staff which brings stability and consistency to the project team.



TECHNICAL DIVERSITY

We believe that the firm's technical diversity is a strength that directly benefits the City in the design of any improvement. Often times, project scopes can be expanded upon to provide additional benefit to the Community in a cost-effective manner. AED has vast experience in an array of design disciplines. This could allow the City to achieve multiple goals in a single project with a single Small Business Enterprise.



FLEXIBILITY

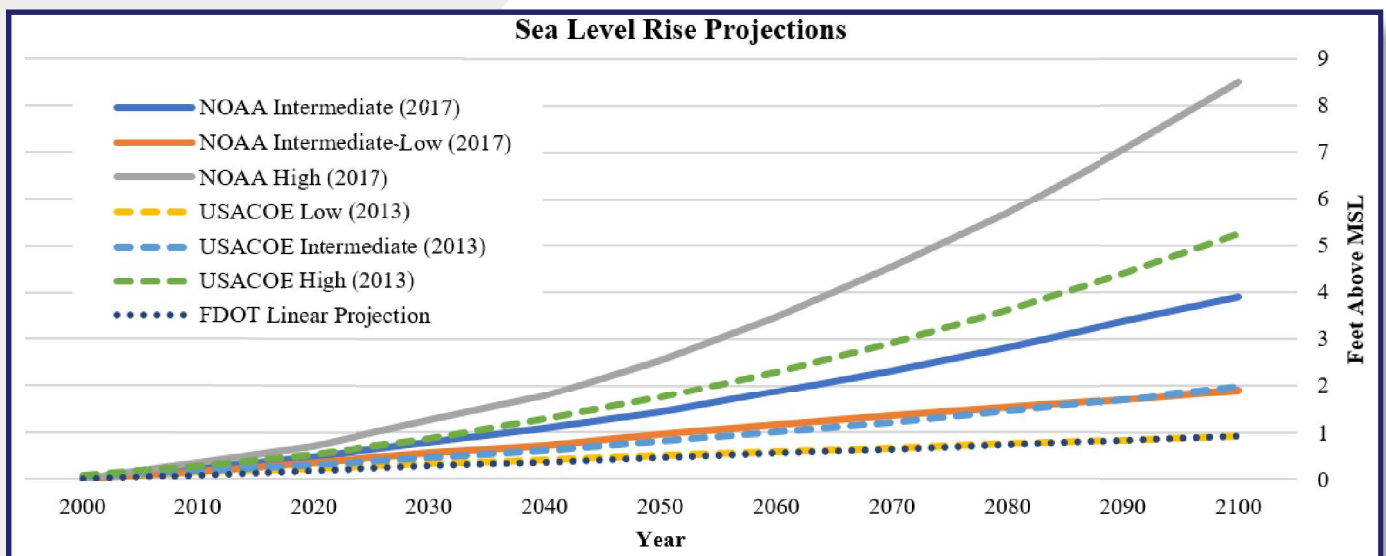
AED is here to serve the City. Over the years, we have worked on large, complex design projects. However, we have also assisted our clients with smaller tasks. These tasks may entail basic field mapping activities, evaluating the condition of a bridge hanger system or designing minor structural supports. If procurement challenges are present, we have often assisted our clients in acting as a “pass through” entity. AED is extremely flexible in regards to scope and size of a project. No task is too small or too mundane for our firm as we recognize that serving as an extension of your staff requires involvement in tasks other than the design of large infrastructure elements.

AN EYE TOWARDS SUSTAINABILITY

Multiple Envision Sustainability Professionals are on the AED team. While every project will not seek verification, the framework of the program can help guide any improvement sought by the City.

Every project we are involved in focuses on the sustainability, reliability and resiliency of the improved infrastructure. Such considerations may entail presenting alternate design approaches to better protect against rising seas. Or, the design can focus on shorter term risks such as improving storm resiliency.

Our team recognizes that designing with these principles in mind is the only way to ensure that changing environmental conditions minimize the quality of life impacts to the public.

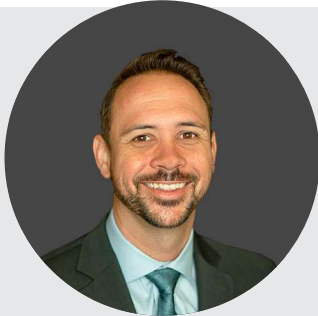




KEY TEAM MEMBERS & RESUMES

We take pride in the longevity of our key internal team members and longstanding relationships with our subconsultants. Maintaining consistency on a project team allows for workflows to be finely tuned resulting in a superior, more consistent, work product. The City can rest assured that no changes in key project personnel would occur after award should we be fortunate enough to be selected for this contract.

Brief resumes can be viewed in this section with representative projects identified. Detailed resumes are provided as exhibits to the proposal. Please note that all listed professional staff and subconsultants are properly licensed to work in Florida.



Justin V. Keller, P.E., CFM, ENV SP
President

Mr. Keller serves dual roles for the AED team. Mr. Keller has 20 years of project experience and has a considerable amount of experience in roadway, stormwater & utility design, permitting and construction. Within recent years, Mr. Keller has played a key role in large infrastructure improvement projects & has assisted municipal clients in funding, design & construction-related issues. Mr. Keller will serve as the City's primary contact for this contract. Mr. Keller prioritizes the client experience and believes open and honest communication is critical to a project's success.

- *Sr. Project Manager, City of Pinellas Park, Lift Station 30 24" Gravity Main Extension & 20" Force Main Replacement*
- *Sr. Project Manager, City of Gulfport, 58th Street Collector Road Drainage & Roadway Improvements*
- *Sr. Project Manager, City of Treasure Island, Terrain Modification Program Development, Code Updates & Implementation*
- *Sr. Project Manager, City of St. Petersburg, Lift Station Standards Development*
- *Sr. Project Manager, City of Largo, Church Creek Phase II Stormwater Pump Station Design*

Rafal S. Kadaj, P.E., ENV SP
Senior Project Engineer

Mr. Kadaj will serve as Senior Project Engineer for the Advanced Engineering & Design, Inc. team. With over a decade of experience, Mr. Kadaj specializes in the application of structural engineering practices as it pertains to vehicle and heavy equipment loading on existing and new infrastructure elements. Mr. Kadaj has extensive stormwater modeling experience and has been responsible for the preparation of Level of Service assessments which have been instrumental in securing grant funds.



Mr. Kadaj's knowledge of watershed modeling principles will be called upon for this contract. His experience in the preparation of new models and working within the confines of larger watershed models is an asset to the AED team.

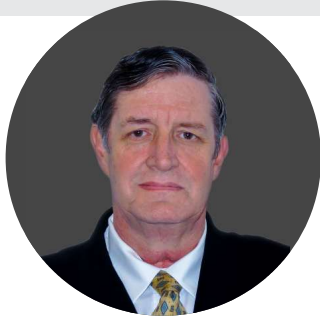
- *Sr. Project Engineer, City of Clearwater, Old Clearwater Bay Roadway, Sidewalk, Drainage and Public Utility Improvements*
- *Sr. Project Engineer, City of Treasure Island, Watershed Management Plan*
- *Sr. Project Engineer, City of Seminole, Watershed Management Plan Peer Review Services*
- *Sr. Project Engineer, City of Seminole, Blossom Lake Park Shared Use Trail and Stormwater Improvements*
- *Sr. Project Engineer, Town of Kenneth City, Watershed Management Plan*



Martin Jansons, P.E.
Senior Project Engineer

Mr. Jansons brings a unique blend of skills to the AED team. His experience in serving in both lead design and project management roles provides him a profound understanding of what project success looks like. His past experience as a firm owner allowed him to seamlessly integrate with the AED team as he shares our passion for outstanding client service. Over the years, Mr. Jansons has successfully navigated his clients through construction challenges.

- *Sr. Project Engineer, City of Pinellas Park, Lift Station 30 Triplex Optimization & Rehabilitation*
- *Sr. Project Engineer, City of Treasure Island, Lift Station 8-10 10" Force Main Optimization & Replacement*
- *Sr. Project Engineer, Pinellas County, Maritana 12" HDD Subaqueous Crossing*
- *Sr. Project Engineer, City of Pinellas Park, Lift Station 5 10" Force Main Route Evaluation & Replacement*
- *Sr. Project Engineer, Pinellas County, Gladys St. 12" Water Main Improvements*



William G. Reidy, P.E.
Founder / Senior Project Engineer

As the founder, Mr. Reidy ensures that all deliverables align with the firm's guiding principles. Mr. Reidy is well qualified for these duties as he has over forty years of experience in the civil engineering field. His personal resume includes work on an array of municipal projects from feasibility studies to structural detailing. He is trained in the LEED accreditation process and understands the benefits of integrating sustainable design practices into our work. When serving in the Sr. Project Engineer role, his efforts will be focused on structural detailing and associated calculations.

- *Project Manager, City of Clearwater Mandalay Avenue Stormwater Improvements*
- *Project Manager, City of Pinellas Park Park Blvd. Phase IV Improvements*
- *Project Manager, City of St. Petersburg 46th Avenue JPA*
- *Project Manager, City of Gulfport Pasadena Yacht & Country Club Culvert Replacement*
- *Project Manager, City of St. Petersburg Campbell Park Sanitary Sewer Improvements*

Steven A. Torres, ACP, MCP
CAD & Technology Manager

Mr. Torres will serve as CAD/IT Manager for AED. He has thirty years of CAD drafting, design and IT experience, and is also an Autodesk certified Professional (ACP). Mr. Torres holds certificates as MCITP-SA, CCNA & Linux Administrator, served as President of the Tampa Bay Autodesk Users Group (TBAUG), and has a master's degree in Computer Information Systems. Mr. Torres will spearhead plan production for this contract. When Mr. Torres isn't leading plan production efforts, he is sharing his deep knowledge of AutoCAD by serving as an Adjunct Professor at St. Pete College.



- *City of Pinellas Park, Lift Station 7 8" Force Main Replacement*
- *City of Clearwater, Countryside Blvd. Emergency Ditch Stabilization & Wall System Design*
- *City of St. Petersburg, Lift Station SCADA Panel Upgrades*
- *City of Seminole, FY2024 Stormwater Improvements*
- *City of Seminole, Seminole City Center Collector Roadway Base & Wearing Surface Improvements*



Cody J. Stewart
Director of Resilience & Sustainability / Project Manager

Mr. Stewart's interdisciplinary background in engineering, environmental biology, and horticulture—spanning both academia and the private sector—provides him with the comprehensive technical expertise necessary to serve as our Director of Resiliency and Sustainability. His strong communication skills, complemented by extensive experience in GIS applications and asset management, have enabled him to support communities in assessing vulnerabilities and developing effective adaptation strategies. Additionally, his specialized knowledge in BMP design, monitoring, and optimization enhances AED's capacity to implement successful stormwater management projects.

- *Project Manager, City of Gulfport, Resilient Florida Vulnerability Assessment*
- *Project Manager, City of Madeira Beach, Terrain Modification Program Initial Development Support Services*
- *Project Manager, City of Seminole, FY2025 Stormwater Improvements*
- *Project Manager, City of Seminole, Resilient Florida Vulnerability Assessment*
- *Project Manager, City of Treasure Island, Resilient Florida Vulnerability Assessment*



Phillip Keyes, P.E.

Lead QA/QC Coordinator

Mr. Keyes has over 40 years of experience in civil engineering with a focus in the fields of water, wastewater, and stormwater infrastructure projects. He has served as a Project Manager and Design Engineer associated with facility planning, design, design reports, permitting applications, and construction oversight administration of numerous utility and civil related projects. He has also assisted clients in developing successful funding, grant packages, and negotiations of interlocal agreements. Mr. Keyes leads QA/QC for the AED team.



- *Lead QA/QC, Pinellas County, Belleair Bluffs Potable Water Main and Sanitary Sewer Improvements*
- *Lead QA/QC, Pinellas County, Forelok Road Force Main Improvements*
- *Lead QA/QC, C&T Contracting Services, Design-Build Support Services for Odor Control Installations*
- *Lead QA/QC, City of Clearwater, Gulf to Bay Estates Roadway, Sidewalk, Drainage and Public Utility Improvements*
- *Lead QA/QC, City of Pinellas Park, Lift Station 5 10" Force Main Route Evaluation & Replacement*



*Daniel R. Stowers, P.E.,
Senior Project Engineer*

With over fifty years of project experience, Mr. Stowers has extensive planning and design experience in various areas of expertise. Mr. Stowers serves as Senior Project Engineer on the AED team and assists in implementing quality control procedures.

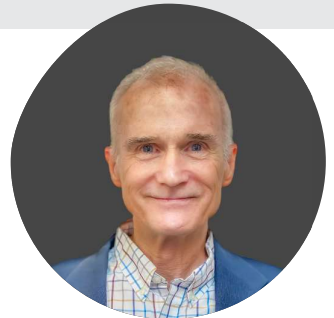
Mr. Stowers specializes in structural evaluations and will assist the project team in determining anticipated loadings and the development of specialty details. For this contract, Mr. Stowers'

focus will be on structure design and product reviews.

- *Project Engineer, City of Clearwater Tropic Hills Outfall (Phases I & III)*
- *Project Engineer, City of St. Petersburg NWWRF Valve Vault*
- *Project Engineer, City of Largo 101st Street Stabilization*
- *Project Engineer, City of Belleair Bluffs Basin MR-1 Improvements*
- *Project Engineer, City of Largo Church Creek Stabilization*

*John F. Parks, P.E.
Senior Project Engineer*

Mr. Parks boasts a unique blend of public and private sector professional experience which allows him to tackle complex design tasks with a full understanding of the facility's life cycle. Designing with the end in mind is a priority for him. His first-hand experience with developing maintenance standard operating procedures provides the design team keen insight on what really works in the long term. His involvement in developing material and appurtenance standards is a reflection of his knowledge of each component of a system. Mr. Parks will serve in a Sr. Project Engineer role for this contract.



- *Sr. Project Engineer, City of Treasure Island, Satellite Lift Station Rehabilitation Phase II*
- *Sr. Project Engineer, TLC Diversified, Design-Build Support Services (Multiple Projects)*
- *Sr. Project Engineer, Pinellas County, Dolphin Drive 8" Water Main and Gravity Sewer Improvements*
- *Sr. Project Engineer, Bay Aristocrat Community, 8" Force Main Route Study and Replacement*
- *Sr. Project Engineer, City of St. Petersburg, Lift Station 85 30" Master Force Main (Multiple Packages)*



SUBCONSULTANTS

With this contract being multifaceted, technical expertise is required in a wide array of engineering study areas. AED will solicit the assistance of our subconsultant team to maximize the services we can offer St. Pete Beach. The companies identified on our team share the same core values as AED and essentially serve as extensions of our staff. Our goal is to ensure that the information provided to the subconsultant team be incorporated into the design effort in a seamless and logical manner.

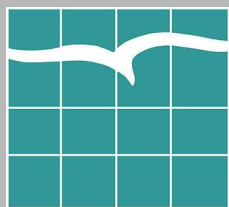
We are please to announce that the majority of these partners are either Small Business Enterprises (SBE), minority-owned (MBE) or woman-owned (WBE) business enterprises. Please see below for brief writeups of certain subconsultants proposed for use in this contract.

Suncoast Land Surveying (Suncoast) has been providing complete surveying, utility location and mapping services to a wide range of clients since 1986. They have achieved a solid reputation for providing conscientious and reliable service to municipalities and private industries throughout the west coast of Florida for over 35 years. The firm is prepared to commit all the necessary resources for immediate staffing. Their firm employs highly experienced and well-qualified, Professional Land Surveyors, CAD drafting technicians, administrative assistants, field supervisors and field technicians. Kyle McClung, the firm's Senior Professional Land Surveyor, is a graduate of the University of Florida and holds a Bachelor of Science degree in Land Surveying.

Advanced Technological Systems (ATS) was formed specifically to provide a less expensive alternative to subsurface utility location. While maintaining a low overhead, ATS can provide subsurface utility engineering services at very competitive rates. Staffed by professionals with both utility designating/locating and design experience, ATS can perform all facets of subsurface utility engineering (SUE) work. The accurate mapping of existing underground utilities during the project design phase and/or prior to the start of construction, can reduce costly utility conflicts or construction delays associated with poorly marked utilities.

Florida Permitting is an environmental consulting firm based in Holmes Beach that provides professional environmental services in the Central Florida area. The firm specializes in environmental assessments, impact analyses, wetland delineation and all aspects of wetland mitigation, biological monitoring, habitat mapping and dredge and fill permitting.

Electrical Design Associates, Inc. is a consulting engineering firm specializing in electrical and instrumentation design for water and wastewater facilities primarily to the municipal sectors. The company was established in 1998. Dameion Donaldson, P.E. is the President and Owner of the firm. Electrical Design Associates maintains a Minority Business Enterprise (MBE) through multiple entities. They have staff including engineers, designers, field supervisors, and support personnel dedicated to the improvements of the water and wastewater treatment facilities in the communities they serve.



OVID
SOLUTIONS



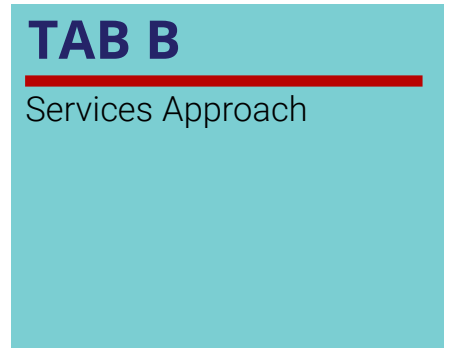
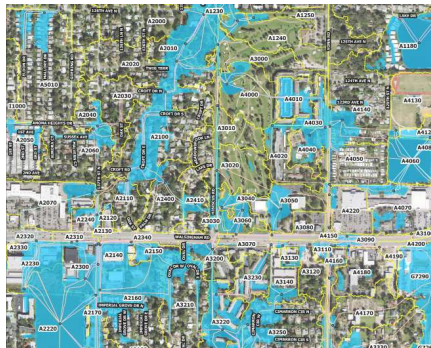
**SUBCONSULTANTS**

Florida Permitting, Inc. (SBE) 1
Advanced Technological Systems, Inc. (SBE) 2
Suncoast Land Surveying, Inc. (WBE) 3
Andreyev Engineering, Inc. 4

Electrical Design Associates, Inc. (MBE) 5
Agrawal Engineering 6
MPS Engineering, Inc. (SBE) 7
BAL Engineering, Inc. (SBE) 8

USF College of Marine Science 9
Juturna Consulting, Inc. (WBE) 10
Ovid Solutions (WBE) 11

The Sunset Capital of Florida



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SERVICES APPROACH

The Advanced Engineering & Design Inc., team's project approach is to become intimately familiar with the City's overall goals and objectives while focusing on the particular project assigned under the contract. Having had an opportunity to serve Pinellas County municipalities (for decades), we have assembled a long list of relevant project experience and have become intimately familiar with municipal operating procedures for contract issuance & the bidding of completed designs.

Project Initiation



It will be the responsibility of the President, Justin Keller P.E., to become familiar with each task and to assign a Project Manager to manage each work assignment made under the contract. The President is ultimately responsible for the team's performance and the quality of the work product.

The Project Manager has the responsibility for overall management of a given work assignment, while Project Engineers, designated when a work assignment warrants an additional engineer, manage the day-to-day technical activities required to complete the project. However, the Project Engineers report to the Project Manager, who is responsible for major decisions regarding the project and is typically designated the Engineer of Record. The Project Manager is also responsible for client contact, through and with the assistance of, the President.



Project Design

Permitting



Typically, a Technician or Designer is also assigned to each project team where plans and specifications or reports are required. These individuals provide design assistance and supervise drafting and graphics efforts, working closely with and under the direction of the Project Manager.



Advertising & Bidding Assistance

Construction Services



The Project Manager will pay close attention to the quality of our product and will assign personnel specifically to the work assignment, according to their skill level and area of technical expertise. The assignment of individuals for quality control review will depend upon the type of project. The review personnel will not serve on the design team for the project reviewed. Once a specific project is assigned, the project team will determine a project approach specific to the work. The project approach is very likely to be similar in progression from project initiation to construction completion. However, we are aware that each project may have minor variations that require a customized project approach depending upon the City departments involved, the complexity of the assignment and the regulatory challenges that must be addressed. Our understanding of these variations has, and will continue to enable us to operate and serve effectively as the City's "consultant" or as an extension of the City's staff.

A typical project approach follows:

PROJECT INITIATION

PRELIMINARY DATA COLLECTION

The initial step for a new assignment is the data collection phase. This includes the initial meeting with the City's Project Manager. In this meeting, the project goals are identified and the sources of available information are identified. Often, one or more site visits are necessary in order to take photographs and to develop a better understanding of the site constraints that may exist. For infrastructure-related projects, the team's Project Manager will obtain available records and record drawings (if applicable). A clear understanding of the project goals and requirements allows for a comprehensive scope to be developed and for the most capable project team to be assembled.

When City staff presents contracts, projects and other information to the Council, staff memoranda highlights an agenda item's relevance to the City's overall goals & assesses the fiscal impact. AED is committed to serve as an extension of your staff and, when in the project initiation phase, we look to take a "big picture" approach and evaluate if other



betterment opportunities are present. Often times, slight scope modifications can be implemented early on in the project allowing for additional City goals to be met in a cost-effective manner.

Being able to recognize these opportunities early on is critical as this is the time when budgets and timelines are established. Additionally, highlighting the efficient expenditure of City funds improves public perception of the project.

SCOPE DEVELOPMENT

The foundation of any successful project is the development of a detailed and complete project scope. All participants must have a clear understanding of the project's objectives and how these objectives are to be achieved. A good scope of work addresses not only the work to be performed by the project team, but also any interrelated activities to be performed by others. The project schedule is also discussed so that a time line of project-related activities, or milestones can be incorporated into the work order. These steps clarify the responsibilities of all parties involved, including City staff.

Once a clear understanding of the City's goals and project requirements are obtained, the Project Manager will draft and submit a detailed contract for the work. The contract will include as attachments, a detailed scope of work, manpower and fee calculations, and a schedule for the completion of the work through construction completion. A draft project scope of services will be submitted to City staff for review to ensure that the City's needs for the project are met.

***"AED is committed to serve
as an extension of your
staff and...we look to take a
"big picture" approach..."***

KICKOFF MEETING

Upon finalization of the contract and after receipt of a Notice-to-Proceed, the Project Manager, in coordination with the City's Project Manager will schedule a kickoff meeting to formally begin the project. The goals of this meeting include the determination of the lines of communication for the duration of the project, a review of the project goals and objectives and other topics as required for the specific project. Funding partners are invited to attend this meeting.

SURVEY, GEOTECHNICAL AND SUBSURFACE UTILITY LOCATING WORK

Many projects will require work to be performed by surveyors, geotechnical engineers and Subsurface Utility Engineering (SUE) technicians. Part of the scope development for the project will be to identify the scope of work for these sub consultants. With a clear and concise overall scope of work, the coordination of work between different parts of the project team should run smoothly. The coordination with these sub consultants often will require additional site visits.

PRELIMINARY DESIGN

Often prior to authorizing the topographic survey data collection work, the design team will begin the preparation of a Basis of Design Report, a compilation of available information and the presentation of alternative designs (whether alternate pipe alignments or modified roadway treatments), sketches and preliminary cost estimates.

BASIS OF DESIGN REPORT

The Basis of Design Report (once reviewed and approved by City staff) serves in providing the design criteria, or guidelines for the design team to follow as the preliminary plans are prepared. If modeling is required as part of the scope of services (for stormwater infrastructure sizing), this information is also presented in the Basis of Design Report. If applicable, this information is shared with funding partners to demonstrate compliance with funding applications.

PRELIMINARY PERMITTING ACTIVITIES

During the preliminary design phase, it is often desirable to begin the required coordination with the regulatory agencies that have jurisdiction. By scheduling "pre-application" meetings early in the design process, the regulator's personal opinion or interpretation of a regulation can be documented early, hopefully to help expedite the formal review once the permit application package is completed and submitted.



FINAL DESIGN

DESIGN SUBMITTALS

After the preliminary design has been reviewed and approved by City staff, the design team will proceed with the development of the final design for the project. The final design will proceed in finalizing the alignment, confirming constructability and developing the required construction details and technical specifications.

CONSTRUCTION COST ESTIMATING

Estimates of construction cost will be prepared for each submittal throughout the design process. These estimates will be based upon pricing information obtained from construction guidelines, recent similar projects and from manufacturers. Interim submittals of the construction cost estimate will allow City staff to track the proposed project budget as the project proceeds. Each estimate will include a listing of the quantities for each pay item, in accordance with the pay item listings.

DESIGN REVIEW MEETINGS

Throughout the design process, review meetings will be held with City staff to assess the progress of the project, both in terms of schedule and budget. The review meetings will take place approximately two weeks after submittals.

PERMITTING ACTIVITIES

Permits will be prepared and submitted to the Southwest Florida Water Management District (SWFWMD) and/or the Florida Department of Transportation (if roadway Right-of-Way Utilization Permits become necessary), the U.S. Army Corps of Engineers (if involved) and other regulatory agencies, as required. Due to the relatively long permit process times, these permit applications are typically submitted prior to the 90% level of plan completion. Project team members make every effort to expedite the permitting process.

ADVERTISING AND BIDDING ASSISTANCE

PRE-BID MEETING

The Project Manager and key design team members will attend the Pre-Bid Meeting to either assist the City or to manage the meeting for the City. The project team members will respond to any technical questions posed during the meeting and will establish the lines of communication for further questions during the bidding process.

ASSISTANCE WITH ADDENDA

During the bidding process, items requiring additional clarification can be addressed through the issuance of addenda. Members of the project team will be available to respond to questions from manufacturers and contractors and to prepare addenda if required.

REVIEW OF BIDS

After bids are received by the City, members of the project team will assist City staff in reviewing the bids. The assistance may include the preparation and review of the bid tabulations, verification of contractor references, determination of bid responsiveness and other items resulting in the recommendation of award.

CONSTRUCTION SERVICES

PRE-CONSTRUCTION CONFERENCE

Once the contract has been awarded to a contractor, key members of the project team, including the Project Manager, will attend the pre-construction conference to assist City staff. Technical questions from the contractor will be addressed by the project team members. Any team member participating in construction administration services will be introduced. The lines of communication for the duration of construction will be established.



CONSTRUCTION ADMINISTRATION/ ENGINEERING & INSPECTION

A variety of members of the project team will be available to assist City staff in construction administration and resident inspection, if required. This assistance can include shop drawing processing and review, construction progress meetings, review of the contractor's schedule and schedule of values (if applicable), responses to the contractor's requests for information, processing of change orders, review of pay requests and review of claims.

PROJECT COMPLETION

The project team can also assist the City in project closeout, including a final inspection, creation of a punch list and the processing of final requests for payment, the preparation of record drawings and the tracking of all release of liens.

QUALITY CONTROL

Unlike other phases of the project (Start Up, Execution, etc.), which follow each other sequentially, Quality Assurance / Quality Control (QA/QC) starts with the development of the work scope and continues beyond the Closeout phase of the project. QA/QC is not a policy to catch mistakes; it's a policy to prevent mistakes from happening. QA/QC is not the responsibility of a single individual within the company but rather everyone within the company. Further, it is the responsibility of management to create and nurture a philosophy of quality in all areas of work. Advanced Engineering & Design, Inc. is committed to implementing this policy.

At the initial meeting and at subsequent project meetings, the company policy on QA/QC is affirmed through not only the creation of a project team, but more importantly through the inspiration of team spirit. The QA/QC policy recognizes that team members want to do the best work they can and make their strongest commitment to those systems or projects that they help to create.

In order for the team to give their very best, the Project Manager is accessible to every member of the team, encourages discussion of issues and gives credit to members of the team who offer good ideas. In essence, the Project Manager is responsible for helping to create a culture that breeds and recognizes quality. Quality means producing a product that meets, and perhaps exceeds, client needs and expectations; meets the schedule and stays within the budget. The City of Gulfport is the ultimate judge of quality and of overall performance.

A project team will be assigned by the Project Manager for each work assignment. The project team includes the individual(s) that will make up the QA/QC team.

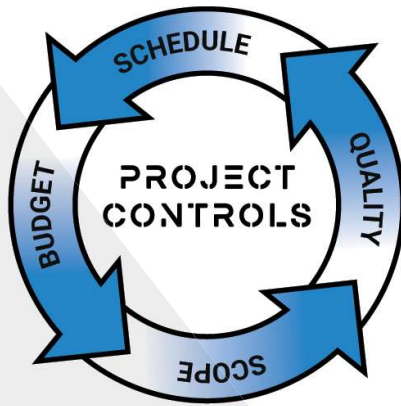
At the initiation of each project, the full team will discuss the project goals and objectives and particular issues (special conditions) that might result in unique challenges during the performance of the project assignment. Each member is given their specific assignment, a detailed scope of services for the assignment and a listing of each of the team member's role.

To monitor schedule and budget, AED determines the monthly status of the project budget, progress and schedule of each task. All project documents are checked prior to being released to the Client. At key milestones, such as a major Document Submittal, a quality review is performed by the QA/QC team, who are not involved in the day-to-day project development. Performing reviews in a timely manner assures adherence to budget and schedule. The identification of errors, omissions, and inconsistencies and a systematic rather than haphazard checks for overall quality.

"Client feedback is an important tool ..."

Major Document Submittals implement AED's plan and specification review process which entails, but not is limited to, the following:

1. *Plan Note Applicability*
2. *Proper Delineation of the Construction Footprint*
3. *Assessment of Impacts on Existing Infrastructure (Proposed to Remain)*
4. *Confirmation of Material Suitability*
5. *General / Specific Detail Applicability & Inclusion*
6. *Project Quantities & Pay Item Descriptions Review*

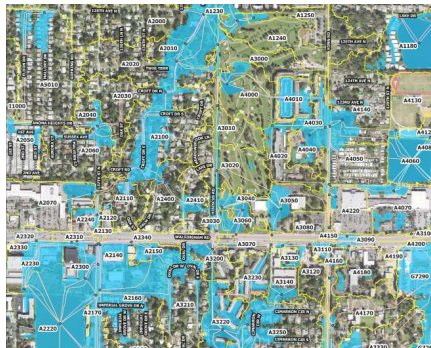


7. Technical Specification Applicability & Inclusion

AED's extensive construction experience finds the above topics constitute the majority of construction "pitfalls" and corresponding impacts to a project's schedule and budget. Therefore, by having the QA/QC team focus on these plan/specification elements, AED is able to internally determine if suitable contract language is present to protect our clientele against change orders.

Client feedback is an important tool in the continuous improvement process. The Project Manager shares Client feedback with staff so that the project team can benefit from review commentary and to ensure that all recommendations are incorporated into the project work. AED utilizes a Project Quality Control Plan, and this document is used by the Quality Control team throughout the project.

Internal review sessions are also scheduled at project initiation. These intermediate evaluations allow for necessary design adjustments that will ultimately save time and possibly the unnecessary expenditure of manpower. The savings realized from implementation of the Quality Control Plan ultimately result in quicker project completions and stricter adherence to the project's goals. A functional QA/QC program should result in a construction plan set that clearly illustrates the project's goals. Client commentary received during the design phase should not highlight constructability concerns or identify inconsistencies with plan callouts, provided details and specifications. During the bidding process, an effective QA/QC plan should eliminate RFIs questioning the feasibility of the improvements. Key factors that would demonstrate an effective QA/QC program during the construction phase would be the lack of quantity overruns (unless scope revisions were made) and limited RFIs due to the plan's directives being clear and consistent. However, we believe that the true effectiveness of our QA/QC approach is determined by the City's ability to meet the defined project goals within the established budget.



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ADVANCED ENGINEERING & DESIGN, INC. (AED) is uniquely qualified to serve as a General Services consultant for the City of St. Pete Beach. Throughout our two-plus decades in business, we have provided these services to many Pinellas County municipalities. Our strengths, technical diversity and a focus on the client experience, have resulted in AED remaining in this role cycle after cycle. In accordance with the Request for Qualifications, below are three (3) reference contracts provided to local governments within the past 5 years. Please note that, in addition to the below, we have a General Services contract with the following entities: City of Belleair Bluffs, City of Belleair Beach, City of Clearwater, City of Gulfport, Town of Kenneth City, City of Pinellas Park, City of Seminole and the City of South Pasadena.

CITY OF GULFPORT

Contact Information:

*Tom Nicholls, Public Works Director
2401 53rd Street South, Gulfport, FL 33707
(727) 893-1090, tnicholls@mygulfport.us*

Scope of work:

*General services including roadway, stormwater, potable water, wastewater and resiliency
2001*

Initial Contract Award:

Nov. 2020 - Nov. 2026

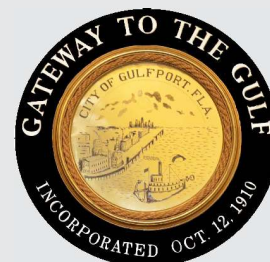
Current Contract Cycle:

\$423,052.04

Fees Paid (Current Cycle):

Firm Role and Responsibilities:

Engineer of record for designs, program manager, procurement support, construction manager and other roles depending on specific task



CITY OF MADEIRA BEACH

Contact Information:

*Megan Wepfer, Public Works Director
300 Municipal Drive, Madeira Beach, FL 33708
(727) 543-8154, mwepfer@madeirabeachfl.gov*

Scope of work:

*General services including roadway, stormwater and resiliency
2020*

Initial Contract Award:

Sept. 2023 - Sept. 2026

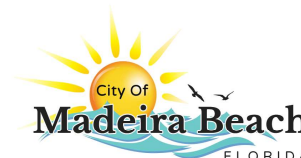
Current Contract Cycle:

\$126,015.97

Fees Paid (Current Cycle):

Firm Role and Responsibilities:

Engineer of record for designs, program manager, procurement support, construction manager and other roles depending on specific task



CITY OF LARGO

Contact Information:

*Jerald Woloszynski, PE, Engineering Services Director
201 Highland Avenue, Largo, FL 33770
(727) 587-6713, jwoloszy@largo.com*

Scope of work:

*General services including roadway, stormwater, wastewater, reclaimed water and resiliency
2004*

Initial Contract Award:

July 2024 – July 2029

Current Contract Cycle:

\$31,552.50

Fees Paid (Current Cycle):

Firm Role and Responsibilities:

Engineer of record for designs, procurement support, construction inspection and other roles depending on specific task



We recognize that not all work assignments issued under a General Services contract will be for multi-million-dollar infrastructure projects. AED maintains the corporate flexibility to take on smaller, limited fee assignments in addition to larger design efforts. This ability is key to effectively service in this role.

Please see subsequent pages for reference projects, categorized by design discipline, illustrating AED's technical diversity and design capabilities.

REFERENCES

**Project:****FY24 & FY25 STORMWATER IMPROVEMENTS****Summary of Scope:**

Through prior AED-led CIP planning efforts, this project addressed historic maintenance concerns throughout the City. The improvements entailed the construction of a piped conveyance system to replace roadside open conveyances, pipe replacement, structure installation and restoring design flow capacity to existing systems. Extensive resident coordination was required due to the scale of impacts and work location.

**Firm Responsibilities:**

Project conception, survey, design, permitting, resident coordination, Contract Document preparation, Bidding & CEI Services

Completion:

September 2025 (Projected)

Construction Cost:

\$1,579,380.00

Client Information:

City of Seminole, Rodney Due, Public Works Director
9199 113th Street, Seminole, FL 33772
(727) 397-6393, rdu@myseminole.com

Project:**CHURCH CREEK DRAINAGE IMPROVEMENTS (PHASES I-III)****Summary of Scope:**

Significant channel erosion was impacting play at the City of Largo's municipal golf course. Multiple stabilization efforts were attempted by City maintenance personnel in the years prior with little success. Permanent stabilization measures designed by AED for this 1,200 LF section of channel included an upland sheet pile retaining wall, a rip rap mattress and slope / cross section revisions to reduce the maximum velocity within the channel. Habitat loss, a focus of the permitting efforts through the SWFWMD and USACE, was mitigated for within the channel negating the need for off site mitigation. Phase II focused on the construction of a High-Flow bypass to address level of service while Phase III centered around replacing existing piping located within resident's yard. The piping replacement was fast-tracked and required extensive individualized resident outreach efforts.

Firm Responsibilities:

Survey, design, permitting, easement acquisition, resident coordination, Contract Document preparation, Bidding & CEI Services

Completion:

December 2024

Construction Cost:

\$ 2,712,978.88

Client Information:

City of Largo, Jerald Woloszynski, PE, Engineering Services Director
201 Highland Avenue, Largo, FL 33770
(727) 587-6713, jwoloszy@largo.com

**Project:****IMPLEMENTATION OF BMPs WITHIN THE SUNSET BEACH WATERSHED****Summary of Scope:**

AED was commissioned to perform the design of stormwater infrastructure improvements required to address flooding on West Gulf Blvd. & neighboring residential areas. Stormwater structures designed for this project incorporated stormwater treatment units as inclusion of these units into the design allowed for the City to receive funding assistance through the SWFWMD.

**Firm Responsibilities:**

Funding acquisition, survey, design, permitting, resident coordination, Contract Document preparation, Bidding & CEI Services

Completion:

September 2018

Construction Cost:

\$1,796,350.00

Client Information:

City of Treasure Island
Michael Helfrich, P.E., Director of Public Works
10451 Gulf Blvd., Treasure Island, FL 33706
(727) 547-4575, mhelfrich@mytreasureisland.org

STORMWATER LEVEL OF SERVICE IMPROVEMENTS

**Project:****CITY OF TREASURE ISLAND WMP****Summary of Scope:**

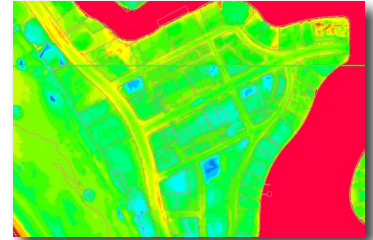
In an effort to better understand City-wide stormwater performance, the City of Treasure Island received funding through the Southwest Florida Water Management District's (SWFWMD) Cooperative Funding Initiative program for the preparation of a WMP. The predominant goals of the WMP are to assess and inventory existing stormwater infrastructure and perform preliminary design for multiple future CIP projects.

Firm Responsibilities: Funding Acquisition, Infrastructure Inventory & Assessment, WMP Preparation & Preliminary Design

Completion: December 2020

Construction Cost: N/A

Client Information: City of Treasure Island
Michael Helfrich, P.E., Public Works Director
10451 Gulf Blvd., Treasure Island, FL 33706
(727) 547-4575, mhelfrich@mytreasureisland.org

**Project:****CITY OF MADEIRA BEACH WMP****Summary of Scope:**

AED was commissioned to develop a stormwater infrastructure database, assess current system performance levels, recommend new system design requirements and present stormwater solutions when considering the impact of sea level rise. Partially funded through SWFWMD's Cooperative Funding Initiative, this study became the second barrier island WMP funded by the District.



Firm Responsibilities:

Funding Acquisition, Infrastructure Inventory & Assessment, WMP Preparation & Preliminary Design

Completion:

March 2025

Construction Cost:

N/A

Client Information:

City of Madeira Beach
Megan Wepfer, Public Works Director
300 Municipal Drive, Madeira Beach, FL 33708
(727) 543-8154, mwepfer@madeirabeachfl.gov

Project:**LAKE SEMINOLE WMP (PEER REVIEW)****Summary of Scope:**

Encompassing approx. 11 square-miles of densely populated urban area, the Lake Seminole watershed is an area where further understanding the stormwater network's performance is needed. As such, the City pursued the development of a Watershed Management Plan (WMP) with funding allocated from the District. AED was selected as the peer review entity to review Watershed Evaluation and Floodplain Analysis deliverables. Selection was based upon AED's past performance and development of prior WMPs.

Firm Responsibilities: Peer Review Services

Completion: December 2023

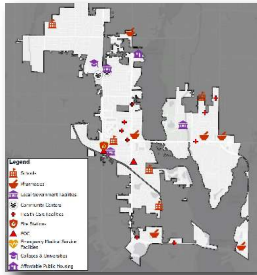
Construction Cost: N/A

Client Information: City of Seminole, Rodney Due, Public Works Director
9199 113th Street, Seminole, FL 33772
(727) 397-6393, rdue@myseminole.com



**Project:****CITY OF SEMINOLE VULNERABILITY ASSESSMENT****Summary of Scope:**

AED supported the City in receiving a grant to perform this critical assessment. The work will entail the development of a critical asset database, determining exposure of said facilities and understanding how different sets of future environmental projections will impact resident way of life. This work is being done using the City-wide H&H model allowing for a better understanding of how the City's built infrastructure adapts to these future changes.

**Firm Responsibilities:**

Funding acquisition, hydraulic analysis, public outreach & adaptation planning

Completion:

June 2026 (Projected)

Construction Cost:

N/A

Client Information:

City of Seminole, Rodney Due, Public Works Director
9199 113th Street, Seminole, FL 33772
(727) 397-6393, rdue@myseminole.com

Project:**TERRAIN MODIFICATION PROGRAM****Summary of Scope:**

This groundbreaking Program transitions the City from one where fill was not permitted to one where fill is highly encouraged. As a low lying barrier island, the City is proposing the use of fill as the predominant tool to offset the impacts of sea level rise. This Program entailed the development of a design manual as well as attendant ordinances to support the use of fill.

Firm Responsibilities:

Funding acquisition, program conception & development, ordinance review, ordinance development and implementation support

Completion:

April 2025

Construction Cost:

N/A

Client Information:

Michael Helfrich, PE, Public Works Director
10451 Gulf Blvd, Treasure Island, FL 33706
(727) 547-4575, mhelfrich@myTreasureIsland.org

**Project:****CITY OF SOUTH PASADENA VULNERABILITY ASSESSMENT****Summary of Scope:**

This vulnerability assessment will place a heightened focus on stormwater system impacts and level of service expectations moving forward. AED supported the City in acquiring funding for the project and the study is being done in accordance with Resilient Florida standards.

**Firm Responsibilities:**

Funding acquisition, hydraulic analysis, public outreach & adaptation planning

Completion:

June 2026 (Projected)

Construction Cost:

N/A

Client Information:

City of South Pasadena, Shawn Shimko, Public Works Director
6940 Hibiscus Avenue, South Pasadena, FL 33707
(727) 384-0701, SShimko@mysouthpasadena.com

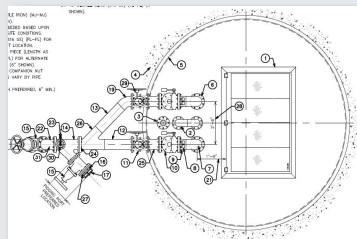
**Project:****LIFT STATION NO. 11 REHABILITATION****Summary of Scope:**

This project entailed setting of a new wet well within the existing station's "shell", pump and piping replacement, influent gravity main replacement, generator / fuel tank assembly installation and other site improvements. Alternate design options were also prepared which proposed a new wet well (installed via open cut and caisson method). The relocation of a Duke Energy-owned transformer was also proposed. Utility investigation was needed to assess conflicts and determine the force main connection location.

Firm Responsibilities: Survey, design, permitting, Contract Document preparation, Bidding & CEI Services
Completion: June 2020
Construction Cost: \$1,678,985.00
Client Information: City of St. Petersburg, Diana Smilova, P.E., Design Manager
One Fourth Street North, St. Petersburg, FL 33701
(727) 893-4165, Diana.Smilova@stpete.org

**Project:****LIFT STATION STANDARDS****Summary of Scope:**

With over eighty (80) lift stations spread throughout the community, the City of St. Petersburg saw the need to develop standards for their station. AED was selected to prepare these documents not only due to our positive working relationship with the City but our diverse experience throughout Pinellas County. The standards focused on site, mechanical, electrical, instrumentation and structural elements of lift station design. Initial efforts focused on developing a station inventory and itemizing various station elements. As plans were developed, discipline-focused workshops were held to solicit feedback from key stakeholders. Supplemental coordination was also performed to ensure that all design preferences were properly incorporated within the package. AED personnel guided discussions and provided recommendations that have been implemented into current City protocol. Specification development was also a component of this effort.



Firm Responsibilities: Design & Contract Document preparation
Completion: March 2022
Construction Cost: N/A
Client Information: City of St. Petersburg, Diana Smilova, P.E., Design Manager
One Fourth Street North, St. Petersburg, FL 33701
(727) 893-4165, Diana.Smilova@stpete.org

Project:**MASTER PUMP STATION REHABILITATION****Summary of Scope:**

AED designed the rehabilitation of the City's triplex master wastewater pumping facility to replace inoperable and outdated equipment. AED's design efforts included pump selection, dry well piping layout, odor control technology selection & design, electrical & control improvements including the design of a climate controlled area to house sensitive electrical equipment, wet well wall repairs, wet well operating floor replacement, wet well lining system selection, overhead crane (manual and electrified) specification, floor coatings and other miscellaneous items. This project was located at 108th Ave. just east of Gulf Blvd. within the City of Treasure Island.

Firm Responsibilities: Funding acquisition, design, permitting, Contract Document preparation, Bidding & CEI Services
Completion: December 2013
Construction Cost: \$1,193, 154.75
Client Information: City of Treasure Island, Michael Helfrich, P.E.,
Director of Public Works
10451 Gulf Blvd., Treasure Island, FL 33706
(727) 547-4575, mhelfrich@mytreasureisland.org

**SANITARY SEWER IMPROVEMENTS (LIFT STATION)**

**Project:****LIFT STATION 5, 7 & 30 FORCE MAIN REPLACEMENT****Summary of Scope:**

Three (3) lift stations were identified as having force mains nearing the end of their service life. As such, AED was solicited to design the replacement of the force mains as a single work effort. Force main sizing varied throughout as the plans proposed 8", 10" and 16" force main in order to provide hydraulic equivalence. In total, the project proposed over 7,000 linear feet of force main. Due to the congested corridors and anticipated traffic impacts, trenchless installation was preferred by the City. AED designed the improvements to accommodate horizontal directional drilling (HDD) while ensuring that bore geometry could support the pipe material options desired by the City. Permitting was performed through the Florida Department of Transportation (FDOT), the Florida Department of Environmental Protection (FDEP) and Pinellas County.

**Firm Responsibilities:**

Design, Permitting, Contract Document preparation, Bidding & CEI Services

Completion:

March 2026 (Projected)

Construction Cost:

\$3,202,100.00 (Estimated)

Client Information:

City of Pinellas Park, Kyle Arrison,
Construction Services/Transportation & Stormwater Director
6250 82nd Avenue, Pinellas Park, FL 33781
(727) 369-5621, KArrison@pinellas-park.com

Project:**GULF TO BAY ESTATES GRAVITY SEWER IMPROVEMENTS****Summary of Scope:**

The City of Clearwater has experienced significant challenges in maintaining the gravity collection system within the Gulf to Bay Estates neighborhoods. Limited running slopes, coupled within the presence of undesirable material, resulted in the City determining that wholesale replacement of the collection system was warranted. Initial efforts focused on identifying where slope modifications could be made while ensuring that lateral connections could be made, utility conflicts could be minimized and upstream / downstream connection elevations could be held. Alignment alternatives were also presented along with associated bypass requirements. This improvement will be phased with a larger neighborhood improvement project.

Firm Responsibilities:

Design, Permitting, Contract Document preparation, Bidding & CEI Services

Completion:

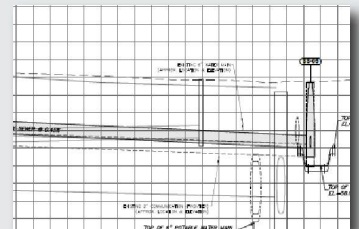
March 2027 (Projected)

Construction Cost:

\$2,028,408.25 (Estimated)

Client Information:

City of Clearwater, Angel Rivera, PE, Engineering Manager
100 S. Myrtle Avenue, Clearwater, FL 33756
(727) 444-8077, angel.rivera@myclearwater.com

**Project:****CAMPBELL PARK SANITARY SEWER IMPROVEMENTS****Summary of Scope:**

AED was commissioned to design the relocation of a 42" sanitary sewer gravity main to place this facility on City-owned property and address corrosion and odor issues within the system. The design included large diameter gravity main (800 LF of 42" FRPMP), large diameter manholes (including exterior drops), existing infrastructure abandonment, new manhole connections & bypass plans. The project was located within Campbell Park (south of I-175) in St. Petersburg.

**Firm Responsibilities:**

Design, permitting, Pinellas County School Board coordination, Contract Document preparation, Bidding & CEI Services

Completion:

July 2013

Construction Cost:

\$703,600.00

Client Information:

City of St. Petersburg, Diana Smillova, P.E., Design Manager
One Fourth Street North, St. Petersburg, FL 33701
(727) 893-4165, diana.smillova@stpete.org

SANITARY SEWER IMPROVEMENTS (GRAVITY COLLECTION AND FORCE MAIN)

**Project:****TREASURE ISLAND CAUSEWAY IMPROVEMENTS****Summary of Scope:**

With an Annual Average Daily Traffic (AADT) volume approaching 30,000, the East Treasure Island Causeway serves as the predominant access to barrier island residential neighborhoods and the beaches of Treasure Island. This four-lane roadway was in need of rehabilitation due to damage caused by insufficient drainage. The City secured a State appropriation for \$1,200,000.00 and AED acquired an additional \$550,000.00 in funding through the Southwest Florida Water Management District (SWFWMD). AED developed a rehabilitation approach that improved drainage and rehabilitated the roadway's base in an effort to promote wearing surface longevity. Roadway signage and pavement markings were improved as well as sidewalk improvements to address accessibility concerns. Corridor beautification was addressed through roadside landscaping. The maintenance of traffic plan associated with the project was developed in a manner that minimizes travel delays associated with construction.

Firm Responsibilities: Funding acquisition, Design, Permitting, Contract Document preparation, Bidding & CEI Services
Completion: January 2022
Construction Cost: \$2,297,055.75
Client Information: City of Treasure Island, Michael Helfrich, P.E., Public Works Director
10451 Gulf Blvd., Treasure Island, FL 33706
(727) 547-4575, mhelfrich@mytreasureisland.org

**Project:****SEMINOLE CITY CENTER ROADWAY IMPROVEMENTS****Summary of Scope:**

The Seminole City Center is a heavily visit commercial development wedged between two (2) major arterial roadways. City-owned roadways that surround the development provide access to the development while serving as a thoroughfare between the two arterials. The condition of these roadways has deteriorated over time due to an insufficient structural number and extensive heavy vehicle usage. Proposed improvements entailed developing a roadway rehabilitation strategy that minimized while down-time while improving roadway longevity.



Firm Responsibilities: Design, Permitting, Contract Document preparation, Bidding & CEI Services
Completion: January 2022
Construction Cost: \$1,647,536.25
Client Information: City of Seminole, Rodney Due, Public Works Director
9199 113th Street, Seminole, FL 33772
(727) 397-6393, rdue@myseminole.com

Project:**PARK BLVD. PHASE IV IMPROVEMENTS****Summary of Scope:**

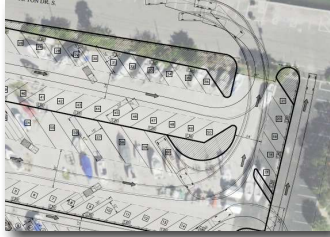
Limited parkway slope, a lack of drainage collection structures and backwater from an adjacent open ditch facility contributed to the adverse flooding conditions that plagued the Garnett & North Disston neighborhood. The City and AED identified roadway reconstruction, coupled with the development of neighborhood-wide stormwater collection system, as the most effective manner to address historical flooding. The project entailed the reconstruction of 2.5 miles of roadway, 2.3 miles of stormwater piping, 154 drainage structures, BMPs, 1.3 miles of sidewalk and over a mile of utility improvements.

Firm Responsibilities: Survey, design, Contract Document preparation, Bidding & CEI Services
Completion: August 2016
Construction Cost: \$5,535,641.28
Client Information: City of Pinellas Park
Bart Diebold, City Manager
5141 78th Avenue, Pinellas Park, FL 33781
(727) 369-0697, bdiebold@pinellas-park.com

**ROADWAY IMPROVEMENTS (MAJOR)**

**Project:****MARINA PARKING LOT IMPROVEMENTS****Summary of Scope:**

The City solicited AED to assist in repurposing a grassed area within the City's marina for long-term marine vessel storage. Coordination was performed with the City's Harbormaster to determine likely vessel size and ingress / egress preferences. With this information, AED prepared a storage configuration which considered life safety, vehicle maneuverability and anticipated revenue streams.

**Firm Responsibilities:****Completion:****Construction Cost:****Client Information:**

Design

December 2022

N/A

City of Gulfport, Tom Nicholls, Public Works Director
2401 53rd Street South, Gulfport, FL 33707
(727) 893-1090, tnicholls@mygulfport.us

Project:**MULTIMODAL PAVEMENT MARKING IMPROVEMENTS****Summary of Scope:**

Pavement improvements were pursued on two (2) heavily traveled roadways within Pinellas Park requiring the development of a pavement marking plan. In an effort to promote multimodal transportation, pavement markings established a buffered bicycle lane on either side of the roadway. Evaluation of pavement marking options was AED's initial task. Conventional bicycle lanes, buffered bicycle lanes (multiple configurations) and a two-way cycle track were considered feasible options. Buffer width transitions were designed in locations where left-turn lanes were to be established due to public preference. Keyhole lanes and shared use lanes were strategically utilized where warranted.

Firm Responsibilities:**Completion:****Construction Cost:****Client Information:**

Design

February 2021

\$387,345.00

City of Pinellas Park, Kyle Arrison, Construction Services Director
6250 82nd Avenue, Pinellas Park, FL 33781
(727) 369-5621, KArrison@pinellas-park.com

**Project:****SUNSET BEACH LID PARKING IMPROVEMENTS****Summary of Scope:**

With maintenance frequency and costs increasing each year, a beach community was faced with the need to rehabilitate two (2) heavily used beachside parking lots. Years of material application and the resulting compaction from vehicle use rendered the parking lots impervious (in a practical sense and also in the opinion of the SWFWMD). This determination would have allowed for size in-kind reconstruction without a permit mandate to address water quality and quantity concerns. Regardless of this determination, the desire to incorporate LID techniques was noted early in the design stage. A high seasonal groundwater table restricted the depth-related effectiveness of the Best Management Practices (BMPs) proposed for use. This resulted in the need to construct a BMP treatment train rather than singular point treatment. The treatment train consisted of vegetated natural buffers, pervious pavement systems and rain gardens which were landscaped with drought-tolerant low maintenance plantings. Construction of the LID parking facilities resulted in a substantial reduction in the post-development TN & TP concentrations.

**Firm Responsibilities:****Completion:****Construction Cost:****Client Information:**

Design, Permitting, Contract Document preparation,
Bidding & CEI Services

November 2018

\$ 502,485.00

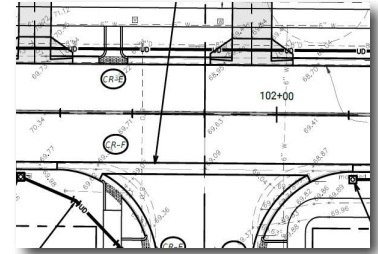
City of Treasure Island, Michael Helfrich, P.E., Public Works Director
120 108th Avenue, Treasure Island, FL 33706
(727) 547-4575, mhelfrich@mytreasureisland.org

ROADWAY IMPROVEMENTS (MINOR)

**Project:****GULF TO BAY ESTATES PEDESTRIAN SAFETY IMPROVEMENTS****Summary of Scope:**

The lack of pedestrian facilities within an established neighborhood resulted in limited connectivity between the major roadways that bordered the Gulf to Bay Estates subdivision. To address this concern, AED is designing sidewalk improvements to ensure ADA compliance and fill connectivity gaps. The existing, relatively steep, slope of existing driveways requires extensive driveway reconstruction and associated access review for each impacted property.

Firm Responsibilities: Design , Permitting, Contract Document preparation, Bidding & CEI Services
Completion: March 2027 (Projected)
Construction Cost: \$692,275.00 (Estimated)
Client Information: City of Clearwater, Angel Rivera, PE, Engineering Manager
100 S. Myrtle Avenue, Clearwater, FL 33756
(727) 444-8077, angel.rivera@myclearwater.com

**Project:****46TH AVENUE RECREATIONAL TRAIL****Summary of Scope:**

Centrally located within the Town, 46th Avenue is a County-owned roadway which provides access to many of the Town's amenities. This collector roadway was not at a width that would facilitate the installation of a bicycle lane. Therefore, to accommodate bicycle traffic on this heavily traveled roadway, the construction of a shared use trail was proposed. AED led the effort to secure funding through the Land and Water Conservation Fund (LWCF) for this recreational facility. Refuge areas, drop-off protection and the installation of a mid-block crossing were also scope elements incorporated into the project.



Firm Responsibilities: Funding acquisition, Design, Permitting, Contract Document preparation, Bidding & CEI Services
Completion: June 2021
Construction Cost: \$626,303.00
Client Information: Town of Kenneth City, Don King, Town Manager
6000 54th Avenue North, Kenneth City, FL 33709
(727) 498-8948, townmanager@kennethcityfl.org

Project:**59TH STREET SIDEWALK ADDITION****Summary of Scope:**

As the roadway connecting a gated community to the City's main collector, many pedestrians used 59th Street S. However, pedestrian facilities were not present and the roadway's width contributed to vehicle speeds exceeding posted limits. To mitigate for these pedestrian safety concerns, the City pursued the installation of a 6' concrete sidewalk within the eastern parkway. Project phasing required that multiple plan sets be created to allow for Contractor procurement as each segment was completed. The sidewalk alignment struck a balance between maximizing the offset from the roadway and protecting established vegetation.

Firm Responsibilities: Design, Permitting, Contract Document preparation, Bidding & CEI Services
Completion: September 2019
Construction Cost: \$ 304,017.00
Client Information: City of Gulfport, Tom Nicholls, Public Works Director
2401 53rd Street South, Gulfport, FL 33707
(727) 893-1090, tnicholls@mygulfport.us



**Project:****WOUNDED WARRIORS ABILITIES RANCH AT LURIE PARK****Summary of Scope:**

The City of Pinellas Park, in conjunction with the Wounded Warriors Abilities Ranch, pursued the development of a 10-acre parcel to provide wounded veterans with recreational opportunities. The parcel, located with PPWMD's Channel 4 basin (a tributary of Joe's Creek), was inundated by the 100-year floodplain and the topography of the site yielded negligible pre-development offsite runoff rates. Furthermore, the Joe's Creek model identified this parcel as a flood transfer site. Therefore, in lieu of typical pre-development post-development evaluation, stormwater management facilities were sized using the watershed-wide H&H model.

**Firm Responsibilities:**

Design, permitting, Contract Document preparation, Bidding & CEI Services

Completion:

June 2018

Construction Cost:

\$1,052,336.00

Client Information:

City of Pinellas Park, Bart Diebold, City Manager
5141 78th Avenue, Pinellas Park, FL 33781
(727) 369-0697, bdiebold@pinellas-park.com

Project:**BLOSSOM LAKE PARK IMPROVEMENTS****Summary of Scope:**

AED assisted the City of Seminole in reimagining a park located directly on the Pinellas Trail. Initial phases of the project entailed the development of diagrammatic figures identifying possible recreational elements for the park. Nearly 1-mile of multi-use trail was incorporated into the scope along with strategic pond relocation and other amenities.

Firm Responsibilities:

Design, Permitting, Contract Document preparation, Bidding & CEI Services

Completion:

November 2022

Construction Cost:

\$575,477.65

Client Information:

City of Seminole, Rodney Due, Public Works Director
9199 113th Street, Seminole, FL 33772
(727) 397-6393, rdue@myseminole.com

**Project:****BAYVIEW PARK BOARDWALK IMPROVEMENTS****Summary of Scope:**

An existing City boardwalk that parallels the Boca Ciega Bay shoreline was nearing the end of its service life. The City selected AED to provide design, bidding and construction services associated with the revitalization of this asset. Initial efforts focused on evaluating the condition of existing structural members to determine where reuse was possible. Construction plans were prepared which provided the Contractor with a detailed layout of the facilities. Decking patterns, radial cut locations and hardened connections were also elements of the set.

**Firm Responsibilities:**

Design, Permitting, Contract Document preparation, Bidding & CEI Services

Completion:

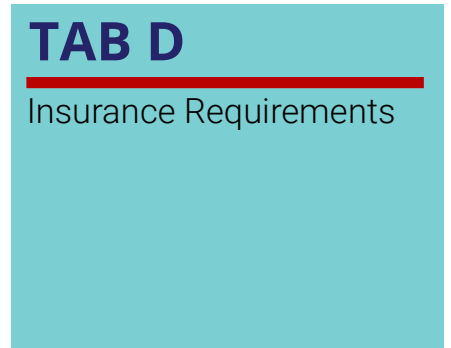
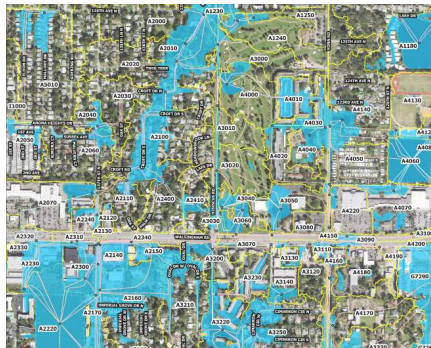
February 2020

Construction Cost:

\$226,385.00

Client Information:

City of South Pasadena, Shawn Shimko, Public Works Director
6940 Hibiscus Avenue, South Pasadena, FL 33707
(727) 384-0701, SShimko@mysouthpasadena.com



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Client#: 1048486

ADVANENG4

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/14/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607		CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): E-MAIL ADDRESS:		
INSURED Advanced Engineering & Design, Inc. 3931 68th Avenue North Pinellas Park, FL 33781		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Main Street America Protection Insuranc		13026
		INSURER B : Travelers Casualty and Surety Company		19038
		INSURER C : Westfield Select Insurance Company		17105
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSION 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	BP00064051	02/16/2025	02/16/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 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	X	X	BP00064051	02/16/2025	02/16/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB4J081711	09/01/2024	09/01/2025	☒ 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
C	Professional Liability			ADP0000395	02/15/2025	02/15/2026	\$2,000,000 per claim \$2,000,000 annl aggr.

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

Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER

CANCELLATION

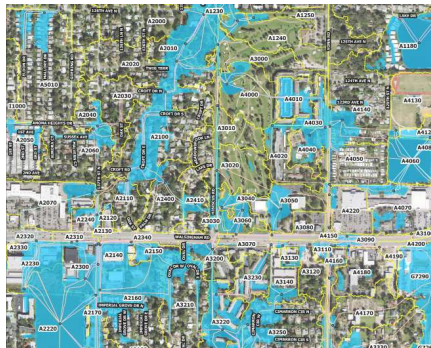
AS PER WRITTEN CONTRACT CO USI INSURANCE SERVICES I 1715 N WESTSHORE BLVD STE 700 TAMPA, FL 33607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03) 1 of 1
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**IV. PUBLIC ENTITY CRIMINAL AFFIDAVIT****SWORN STATEMENT – PUBLIC ENTITY CRIMES****PURSUANT TO SECTION 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: JUSTIN KEWER, PRESIDENT
(Print individual's name and title)

for: ADVANCED ENGINEERING & DESIGN, INC.
(Print name of entity submitting sworn statement)

at: 3931 68TH AVE N, PINELLAS PARK FL 33781
(Business address)

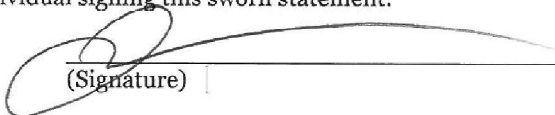
and (if applicable), its Federal Employer Identification Number (FEIN):

59-7544089
(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 Section 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, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 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 Section 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 entity 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).

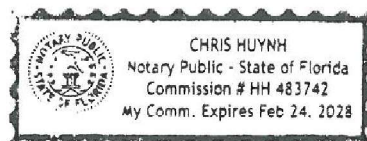
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLA. STAT., 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 14th day of April, 2025, by FCDL, who is personally known to me or has produced _____ as identification.

(SEAL)



Chris Huynh
Notary Public – State of Florida

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

**V. NON-COLLUSION AFFADAVIT**

STATE OF _____

COUNTY OF _____

I state that I, JUSTIN KLEIN, PRESIDENT of ADVANCED ENGINEERING & DESIGN, 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. Adv. Eng. & Design, Inc., 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, 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.

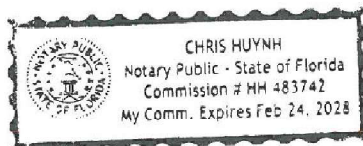
Name of Organization: ADVANCED ENGINEERING & DESIGN, INC.

Signed By: _____

Print Name: JUSTIN KLEIN

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☒ **physical presence** or ☐ **online notarization**, this 14th day of April, 2025, by FCLDL, who is personally known to me or has produced _____ as identification.

(SEAL)

_____
Notary Public – State of FloridaCHRIS HUYNH
(Print, Type, Stamp, or Commissioned
Name of Notary Public)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME Justin V. Keller, P.E., CFM, ENV SP	13. ROLE IN THIS CONTRACT President / Senior Project Manager	14. YEARS EXPERIENCE <table style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">a. TOTAL 20</td> <td style="width: 50%; text-align: center;">b. WITH CURRENT FIRM 19</td> </tr> </table>		a. TOTAL 20	b. WITH CURRENT FIRM 19
a. TOTAL 20	b. WITH CURRENT FIRM 19				
15. FIRM NAME AND LOCATION (City and State) Advanced Engineering & Design, Inc., Pinellas Park, FL					
16. EDUCATION (Degree and Specialization) B.S.E. (Civil) 2005	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Florida PE #69894				
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Association of State Floodplain Managers, FES, Certified Floodplain Manager, Envision Sustainability Professional, Leadership Pinellas Alumnus (2019-2020), Florida Stormwater Association					

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	East Treasure Island Causeway Roadway & Drainage Improvements (City of Treasure Island, FL)	PROFESSIONAL SERVICES 2022	CONSTRUCTION (if applicable) 2022
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Served as Project Manager for the structural rehabilitation of a 20,000 AADT roadway which serves as an evacuation route for the City. LID techniques were used to secure SWFWMD CFI funding and improve water quality while improving the roadways level of service for multiple storm events. (\$2,356,125.00)		
	46th Avenue Recreational Trail (Town of Kenneth City, FL)	PROFESSIONAL SERVICES 2020	CONSTRUCTION (if applicable) 2021
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Served as Project Manager for the a significant corridor improvement within the Town. Multiple stakeholders were involved as State recreation grant funds assisted in the construction of a shared use path and county funds were leveraged to perform multiple stormwater and roadway improvements within the corridor. (\$1,090,598.00)		
	Lift Station No. 11, Snell Isle Blvd. Rehabilitation (City of St. Petersburg, FL)	PROFESSIONAL SERVICES 2020	CONSTRUCTION (if applicable) 2020
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Served as Project Manager for the construction of a lift station rehabilitation including the installation of a new wet well (12'diameter within an existing concrete shell), pumps and piping, generator / fuel tank assembly and other site improvements. The project also entailed structural design elements such as wet well top slab design, elevated operations floor and a cast-inplace screening wall (12' height). (\$1,678,985.00)		
	Campbell Park Sanitary Sewer Improvements (City of St. Petersburg, FL)	PROFESSIONAL SERVICES 2013	CONSTRUCTION (if applicable) 2013
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Served as Project Engineer for the replacement & realignment of an exist. 42" gravity sewer. The project entailed the construction of 450 LF of 42" FRPMP gravity sewer, 325 LF of 30"/36" FRPMP gravity sewer, three (3) large diameter manholes (6' & 8'-dia.) & design of a stormwater piping support system with limited clearance b/w the new sewer & an existing 60" storm pipe. (\$703,600.00)		
	Church Creek Drainage Improvements (Phases I-III) (City of Largo, FL)	PROFESSIONAL SERVICES 2024	CONSTRUCTION (if applicable) 2024
e.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Served as Project Manager for the stabilization of an open channel facility (Phase I), development of a high-flow bypass system (Phase II) and construction of a pipe replacement on private property (Phase II). Permanent stabilization measures designed by AED for this 1,200 LF section of channel included an upland sheet pile retaining wall, a rip rap mattress and slope / cross section revisions to reduce the maximum velocity within the channel. Phase II proposed a bypass system which was not constructed due to cost-effectiveness and maintenance concerns. Phase III, currently under construction, required extensive resident coordination to address a pipe with historical maintenance challenges. Easement acquisition was required. (\$2,712,978.88)		
	Watershed Management Plan (City of Treasure Island, FL)	PROFESSIONAL SERVICES 2021	CONSTRUCTION (if applicable) N/A
f.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Served as Project Manager for the development of a Watershed Management Plan with SWFWMD as a funding partner. Construction of an infrastructure geodatabase, defining level of service guidelines and providing project recommendations were elements of this project. This report served as the basis for the City's Terrain Modification Program which is currently in development. This groundbreaking program looks to require the use of fill in all future development to provide resiliency to future sea level rise impacts.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME Rafal S. Kadaj, P.E., ENV SP		13. ROLE IN THIS CONTRACT Senior Project Engineer		14. YEARS EXPERIENCE	
				a. TOTAL 14	b. WITH CURRENT FIRM 8
15. FIRM NAME AND LOCATION (City and State) Advanced Engineering & Design, Inc., Pinellas Park, FL					
16. EDUCATION (Degree and Specialization) B.S.E. (Civil) 2011		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Florida PE #82263			
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) FES, Envision Sustainability Professional, Florida Stormwater Association					

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
East Treasure Island Causeway Roadway & Drainage Improvements (City of Treasure Island, FL)		PROFESSIONAL SERVICES 2022	CONSTRUCTION (if applicable) 2022
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Served as Project Engineer for the structural rehabilitation of a 20,000 AADT roadway which serves as an evacuation route for the City. LID techniques were used to secure SWFWMD CFI funding and improve water quality while improving the roadways level of service for multiple storm events. (\$2,356,125.00)		
(1) TITLE AND LOCATION (City and State) 46th Avenue Recreational Trail (Town of Kenneth City, FL)		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2020	CONSTRUCTION (if applicable) 2021
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Served as Project Engineer for the a significant corridor improvement within the Town. Multiple stakeholders were involved as State recreation grant funds assisted in the construction of a shared use path and county funds were leveraged to perform multiple stormwater and roadway improvements within the corridor. (\$1,090,598.00)		
(1) TITLE AND LOCATION (City and State) Seminole City Center Roadway Improvements (City of Seminole, FL)		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION (if applicable) 2021
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Served as Project Engineer for the rehabilitation of three (3) newly public roadways that perimeter a new commercial development. The proposed improvements include wholesale reconstruction of a lower volume road and full depth reclamation of a larger volume roadway. Extensive coordination was required with the Pinellas Suncoast Transit Authority (PSTA) due to the presence of a transfer station being located within the confines of the project. (\$1,598,193.75)		
(1) TITLE AND LOCATION (City and State) Watershed Management Plan (Town of Kenneth City, FL)		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2023	CONSTRUCTION (if applicable) 2023
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Served as Project Engineer for the development of a Watershed Management Plan with SWFWMD as a funding partner. Construction of an infrastructure geodatabase, defining level of service guidelines and providing project recommendations were elements of this project. Modeling was done within the existing Joe's Creek model framework to provide a heightened degree of accuracy for Town facilities. The hydronetwork developed by AED is currently being used in the Joe's Creek model update being performed by the County.		
(1) TITLE AND LOCATION (City and State) Stormwater Infrastructure Assessment (Phases I-III) (City of Seminole, FL)		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2023	CONSTRUCTION (if applicable) 2023
e.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Served as Project Engineer for a multi phased stormwater data collection and evaluation project. Phase I entailed the preparation of a stormwater atlas and corresponding geodatabase while Phase II consisted of televised inspections and cleaning. Recommendations were developed in Phase III.		
(1) TITLE AND LOCATION (City and State) Church Creek Drainage Improvements (Phases I-III) (City of Largo, FL)		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2024	CONSTRUCTION (if applicable) 2024
f.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Served as Project Engineer for the stabilization of an open channel facility (Phase I), development of a high-flow bypass system (Phase II) and construction of a pipe replacement on private property (Phase II). Permanent stabilization measures designed by AED for this 1,200 LF section of channel included an upland sheet pile retaining wall, a rip rap mattress and slope / cross section revisions to reduce the maximum velocity within the channel. Phase II proposed a bypass system which was not constructed due to cost-effectiveness and maintenance concerns. Phase III, currently under construction, required extensive resident coordination to address a pipe with historical maintenance challenges. Easement acquisition was required. (\$2,712,978.88)		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Martin Jansons, P.E.	Pipeline Design, Permitting & Bidding	a. TOTAL 37	b. WITH CURRENT FIRM 2
15. FIRM NAME AND LOCATION (City and State) Advanced Engineering and Design, Inc.			
16. EDUCATION (Degree and Specialization) B.S. Civil Engineering, 1983	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Florida PE #41637		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Past President - Virginia Society of Professional Engineers			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
S Maritana Dr or 21st Ave, St Pete Beach Cast Iron Subaqueous Crossing Water Main Replacement – 006169A, Pinellas County FL		PROFESSIONAL SERVICES 2025	CONSTRUCTION (if applicable) Ongoing
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Martin is serving as Design Lead in the construction of a new subaqueous crossing to the Vina Del Mar neighborhood in St. Pete Beach. At nearly 1,300 LF, this 12" main will run from Pass-a-Grille to improve water quality in the surrounding areas. Drilling operations will occur in a highly congested corridor directly adjacent to a popular beach parking location. In order to minimize disruptions to the public, the design considers the footprint of drilling activities which allows for traffic impacts to be mitigated prior to them being experienced. Project Cost: \$1,452,750.00		
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Lift Station 30 Rehabilitation & Force Main Improvements		PROFESSIONAL SERVICES 2025	CONSTRUCTION (if applicable) Ongoing
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Martin is serving as Design Lead in the rehabilitation of a 3 MGD lift station and the replacement of a 24" force main crossing underneath US 19. A reduction of pump performance, coupled with higher head pressures within the force main, resulted in this master station being unable to bypass offsite flows and instead forcing a repump. This project entails the replacement of three (3) pumps coupled with the rehabilitation of the wet well as well as new dry well piping. The project also entails crossing under US -19 with a 24" HDPE force main. Project Cost \$6,087,050.00		
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Force Main 8, 9 & 10 Improvements Treasure Island, FL		PROFESSIONAL SERVICES 2025	CONSTRUCTION (if applicable) 2025
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Martin served as Design Lead in the evaluation of three (3) lift stations with over a mile of force main (size varies) and the design of 2,500 LF of 12" force main. A satellite station, serving residential land uses on a "finger" island, was plagued with high wet well levels during the wet season. The station manifolded with another satellite station prior to its manifold with the master station's force main. Initial tasks entailed developing an extended period simulation model and calibrating this tool with information obtained via the City's SCADA. Design tasks entailed evaluating alignment alternatives, developing the force main profile and design of a manifold vault for the system. Project Cost: \$1,277,177.82		
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Preliminary Design - 2.0 MGD Wastewater Conveyance, Rockingham County Public Works (Virginia)		PROFESSIONAL SERVICES 2024	CONSTRUCTION (if applicable) N/A
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm Project Engineer for analysis of wastewater system options to transfer 1.0/2.5 MGD peak (1750 GPM) and 2.0/5.0 MGD peak (3500 GPM) from north of the City of Harrisonburg. The County currently contracts for limited capacity through the City system, ultimately discharging to the regional treatment facility to the south. Anticipated County development necessitates the significant additional capacity requirement. Two force main alignments were evaluated: 21,000 LF and one pumping facility, 32,000 LF and two pumping facilities. Total project cost: \$16 million - \$28 million.		
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
McGaheysville Wastewater Plant Decommissioning (Rockingham County, Virginia)		PROFESSIONAL SERVICES 2016	CONSTRUCTION (if applicable) 2016
e.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm Martin served as Project Manager for this project which supported the decommissioning of a wastewater treatment facility. It was determined that decommissioning was the more cost-effective approach in lieu of upgrading treatment processes to meet Virginia DEQ requirement. Project goals centered around pumping flows from the old plant site to an existing gravity system at Pleasant Run. In total, the project required the design of three (3) new pump stations and over 10 miles of force main (12" and 16"). Various installation methods were used as trenchless crossings (jack and bore) were used at major roadway crossings and environmentally sensitive areas. Construction cost was \$6,613,400.00		
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Vina Del Mar Water Main Improvements (Pinellas County, FL)		PROFESSIONAL SERVICES 2025	CONSTRUCTION (if applicable) N/A
f.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Martin is serving as project engineer for the wholesale replacement of potable water within an upscale coastal neighborhood. Trenchless installation was proposed to reduce restoration costs and community impacts. Project Cost: (\$7,450,000.00 est.)		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME William G. Reidy, P.E.		13. ROLE IN THIS CONTRACT Founder / Sr. Project Engineer		14. YEARS EXPERIENCE	
				a. TOTAL 45	b. WITH CURRENT FIRM 26
15. FIRM NAME AND LOCATION (City and State) Advanced Engineering & Design, Inc., Pinellas Park, FL					
16. EDUCATION (Degree and Specialization) B.S.E. (Civil) 1980		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Florida PE #35605			
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) ASCE, FES, AWWA, FMCA, Advanced MOT, Confined Space Entry, LEED Professional Training					

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Blossom Lake Park Recreational Trail (City of Seminole, FL)		PROFESSIONAL SERVICES 2022	CONSTRUCTION (if applicable) 2022
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Served as Project Manager for the construction of nearly 1-mile of recreational trail within Blossom Lake Park. Pond modifications, parking lot improvements and specialty design measures to minimize impacts to adjacent trees were also an element of the project. The improvements were partially funded through a State recreation grant. (\$575,422.50)		
Marlin, Pine Tree and Southwind Roadway Improvements (City of Belleair Bluffs, FL)		PROFESSIONAL SERVICES 2024	CONSTRUCTION (if applicable) 2024
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Serving as Project Manager for the construction of nearly 1/2 mile of roadway improvements. This project further continued the City's efforts to standardize typical sections within the community. Design services included roadway alignment, grade adjustments to account for new curbing type, resident coordination, bidding and construction services. (\$715,897.25)		
Satellite Lift Station Replacement (Phase II) (City of Treasure Island, FL)		PROFESSIONAL SERVICES 2021	CONSTRUCTION (if applicable) 2021
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Served as Project Manager for the rehabilitation of five (5) satellite stations. These duplex stations range from 5 HP to 10 HP with varying wet well sizes. Pumps and piping were replaced and repairs to existing wet liners were performed on an as-needed basis. Electrical controls were upgraded to adhere to the new AED-prepared standard. (\$1,608,466.00)		
Seminole Street Boat Ramp Lift Station (City of Clearwater, FL)		PROFESSIONAL SERVICES 2020	CONSTRUCTION (if applicable) 2020
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Served as Project Manager for the design of a new simplex lift station serving a remote City park. The project entails system curve development and control panel design. Telemetry is to be a component of the station's controls.		
Stetson College of Law Pond Modifications (City of Gulfport, FL)		PROFESSIONAL SERVICES 2018	CONSTRUCTION (if applicable) 2018
e.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Served as Project Manager for the modification of an existing stormwater management facility to accommodate the expansion of the College's chiller building. The project also entailed the addition of water quality volume and permitting through the Southwest Florida Water Management District. (\$300,075.25)		
Sunset Beach Ph VI Improvements (City of Treasure Island, FL)		PROFESSIONAL SERVICES 2018	CONSTRUCTION (if applicable) 2018
f.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Served as Project Manager for the final phase of a multi-phased stormwater improvement project. The final phase focused on installing drainage facility on the predominant means of access to the Sunset Beach community. Drainage improvements needed to consider existing and future tidal impacts, outfall maintenance concerns, placement of collection structures on this uncurbed roadway and opportunities for water quality improvements. Two (2) pervious concrete parking lots with associated rain gardens were also constructed in conjunction with this project. Due to the significant traffic impacts, extensive resident coordination was performed during the design and construction phase. (\$2,322,674.00)		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Steven A. Torres	Sr. Designer / Technology Manager	a. TOTAL 33	b. WITH CURRENT FIRM 25
15. FIRM NAME AND LOCATION (City and State) Advanced Engineering and Design, Inc.			
16. EDUCATION (Degree and Specialization) A.S. (University of Puerto Rico) 1996 B.S. (St. Petersburg College) 2012 M.S. (Florida Institute of Technology) 2015	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) M.S., MCP, Autodesk Certified Professional in AutoCAD for Design & Drafting (ACP)		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Adjunct Professor, Engineering Technologies SPC Clearwater			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Church Creek Drainage Improvements (Phases I-III) (City of Largo, FL)		PROFESSIONAL SERVICES 2024	CONSTRUCTION (if applicable) 2024
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Served as Senior Designer for the stabilization of an open channel facility (Phase I), development of a high-flow bypass system (Phase II) and construction of a pipe replacement on private property (Phase II). Permanent stabilization measures designed by AED for this 1,200 LF section of channel included an upland sheet pile retaining wall, a rip rap mattress and slope / cross section revisions to reduce the maximum velocity within the channel. Phase II proposed a bypass system which was not constructed due to cost-effectiveness and maintenance concerns. Phase III, currently under construction, required extensive resident coordination to address a pipe with historical maintenance challenges. Easement acquisition was required. (\$2,712,978.88)		
Sunset Beach Ph VI Improvements (City of Treasure Island, FL)		PROFESSIONAL SERVICES 2018	CONSTRUCTION (if applicable) 2018
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Served as Senior Designer for the final phase of a multi-phased stormwater improvement project. The final phase focused on installing drainage facility on the predominant means of access to the Sunset Beach community. Drainage improvements needed to consider existing and future tidal impacts, outfall maintenance concerns, placement of collection structures on this uncurbed roadway and opportunities for water quality improvements. Two (2) pervious concrete parking lots with associated rain gardens were also constructed in conjunction with this project. Due to the significant traffic impacts, extensive resident coordination was performed during the design and construction phase. (\$2,322,674.00)		
Lift Station No. 11, Snell Isle Blvd. Rehabilitation (City of St. Petersburg, FL)		PROFESSIONAL SERVICES 2020	CONSTRUCTION (if applicable) 2020
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Served as Senior Designer for the construction of a lift station rehabilitation including the installation of a new wet well (12'diameter within an existing concrete shell), pumps and piping, generator / fuel tank assembly and other site improvements. The project also entailed structural design elements such as wet well top slab design, elevated operations floor and a cast-inplace screening wall (12' height). (\$1,678,985.00)		
Lift Station Standard Plans Development (City of St. Petersburg, FL)		PROFESSIONAL SERVICES 2021	CONSTRUCTION (if applicable) 2021
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Served as Senior Designer for the development of standard plans for the nearly 100 lift stations owned by the City. Initial tasks entailed creating a framework for the plans and "grouping" stations based upon system similarity. Standardization efforts focused on site layout, piping and wet well standards, electrical, instrumentation and control processes and structural elements.		
East Treasure Island Causeway Roadway & Drainage Improvements (City of Treasure Island, FL)		PROFESSIONAL SERVICES 2022	CONSTRUCTION (if applicable) 2022
e.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Served as Senior Designer for the structural rehabilitation of a 20,000 AADT roadway which serves as an evacuation route for the City. LID techniques were used to secure SWFWMD CFI funding and improve water quality while improving the roadways level of service for multiple storm events. (\$2,356,125.00)		
46th Avenue Recreational Trail (Town of Kenneth City, FL)		PROFESSIONAL SERVICES 2020	CONSTRUCTION (if applicable) 2021
f.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Served as Senior Designer for the a significant corridor improvement within the Town. Multiple stakeholders were involved as State recreation grant funds assisted in the construction of a shared use path and county funds were leveraged to perform multiple stormwater and roadway improvements within the corridor. (\$1,090,598.00)		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME Cody J. Stewart	13. ROLE IN THIS CONTRACT Director of Resilience & Sustainability	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">a. TOTAL</td> <td style="width: 50%; border-bottom: 1px solid black;">b. WITH CURRENT FIRM</td> </tr> <tr> <td style="text-align: center;">8</td> <td style="text-align: center;">1</td> </tr> </table>		a. TOTAL	b. WITH CURRENT FIRM	8	1
a. TOTAL	b. WITH CURRENT FIRM						
8	1						
15. FIRM NAME AND LOCATION (City and State) Advanced Engineering and Design, Inc.							
16. EDUCATION (Degree and Specialization) B.S. (Ecology, Conservation, and Environmental Biology), 2016 M.S. (Environmental Horticulture), 2018 Ph.D. Candidate (Civil / Environmental Engineering), 2025	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)						
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) ENV SP, WEDG, GGEP, FSESCI							

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
a.	Stormwater BMP Inventory & Efficiency Study (City of Tampa) (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	2023	N/A
	☐ Check if project performed with current firm Served as the Project Engineer and Environmental Scientist for this five-year study. Several stormwater BMP within the City of Tampa were inventoried with a focus on baffle boxes and stormwater ponds. Several baffle boxes were studied to determine their removal efficiencies. New operation and maintenance guidelines were developed for the City.		
b.	Hillsborough County Renewable Power Study (Hillsborough County) (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	2024	N/A
	☐ Check if project performed with current firm Served as the Project Manager. The feasibility of constructing a solar array at the Valrico Wastewater Treatment Plant was evaluated. Six alternatives, including land and water installations, were evaluated. Each alternative was evaluated against six criteria (perming challenges, impacts to the existing facility, safety, accessibility, maintenance, and cost).		
c.	Temple Terrace Grant Management (City of Temple Terrace) (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Ongoing	N/A
	☐ Check if project performed with current firm Served as the Project Manager. Actively managed two HMGP grants and one state appropriation grant for the Temple Terrace Fire Department. Throughout the project, quarterly reports were submitted, bid documents were created for design/build efforts associated with grant funding, and coordination among other consultants was provided.		
d.	City of Tampa Vulnerability Assessment (City of Tampa) (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Ongoing	N/A
	☐ Check if project performed with current firm Cody assisted with data acquisition, GIS, technical writing, scripting, and FDEP coordination. The project provided the City with an in-depth review of how to adapt vulnerable critical assets to inform key decision-making and project prioritization to protect critical assets.		
e.	City of Treasure Island Vulnerability Assessment (City of Treasure Island) (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Ongoing	N/A
	☒ Check if project performed with current firm Served as the Project Manager. The project provided the City with an in-depth review of how to adapt vulnerable critical assets to inform key decision-making and project prioritization to protect critical assets.		
f.	City of Gulfport Vulnerability Assessment (City of Gulfport, FL) (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Ongoing	N/A
	☒ Check if project performed with current firm Served as the Project Manager. The project provided the City with an in-depth review of how to adapt vulnerable critical assets to inform key decision-making and project prioritization to protect critical assets.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME Phillip Keyes, P.E.		13. ROLE IN THIS CONTRACT Lead QA/QC Coordinator		14. YEARS EXPERIENCE	
				a. TOTAL 42	b. WITH CURRENT FIRM 2
15. FIRM NAME AND LOCATION (City and State) Advanced Engineering & Design, Inc., Pinellas Park, FL					
16. EDUCATION (Degree and Specialization) Bachelor of Science, Civil Engineering, University of Kentucky		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Florida PE #54953			
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Water Environment Federation (WEF), National Society of Professional Engineers (NSPE)					

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
a.	Vina Del Mar Water Main Improvements (Pinellas County, FL)	2025	N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm			
Serving as Lead QC Coordinator for the wholesale replacement of potable water main on Vina Del Mar within St. Pete Beach. This project entails coordination with the City, assessing fire protection capabilities and bidding and construction services. Consultant coordination is also being performed in order to ensure system optimization. (\$7,450,000.00 est.)			
b.	Forelock/Mistwood Force Main Replacement from Lift Station 387 - 005219A (Pinellas County, FL)	2024	2024
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm			
Phillip served as the project manager for the replacement of an existing 14" force main from Lift Station 387. Early in the project, modeling (performed using PCSWMM) identified a value engineering opportunity to reduce the proposed pipe size to 12". Design plans were prepared in accordance with County standard using PC Cadd Kit. Project Cost: \$2M			
c.	Woodside Heights Wastewater Retrofit (Leon County, FL)	2020	2020
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm			
Phillip served as project engineer for the design of approximately 4,500 LF of 6-inch diameter force main and 10 HP/240 GPM duplex submersible pump station. The force main design also included approximately 400 LF of horizontal directional drill. Quality control was also provided for approximately 13,000 LF of 8-inch sanitary sewer collection system. This was the initial phase of a grant funded effort to reduce onsite septic systems within the Wakulla Springs Basin. Project Cost: \$3.9M			
d.	Sembler Pump Station (City of Tallahassee, FL)	2017	N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm			
Phillip served as project engineer for the design of approximately 11,000 LF of approximately 16-1inch force main and submersible master pump station that includes 3-105 HP pumps. The design provides for two pumps operating in parallel to provide a firm pumping capacity of approximately 3,000 GPM. Project Cost \$6.44M			
e.	NE & NW Sludge Transfer Force Mains, Pump Station and Odor Control (City of St. Petersburg, FL)	2019	2019
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm			
Phillip provided QA/QC for the design of sludge pumping stations, force mains, and odor control units that transfers waste activated sludge from the Northwest and Northeast water reclamation facilities to the Southwest reclamation facility for treatment and disposal. The project included the design of approximately 16,000 LF of 4" and 20,300 LF of 6" HDPE directional drill, 2 odor control units at the force mains discharge locations, and transfer pump stations located at the 2 northern reclamation facilities. Project Cost: \$4.4M			
f.	Tarpon Springs Sanitary Sewer Improvements (City of Tarpon Springs, FL)	1989	1989
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm			
Phillip served as project manager/engineer for the design of interceptor sewer and master pumping station and force main that discharges to the wastewater treatment plant south of the Anclote River. The master pumping station consisted of two, 100 HP, 2-speed pumps with a wet-well depth of approximately 25 feet, on-site generator, odor control, and telemetry system. The force main consisted of a 14-inch DIP with a portion attached to the U.S. Alternate 19 Bridge that crosses the Anclote River. The interceptor varied in size from 18-24" diameter. Project Cost: \$2.2M			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME Daniel R. Stowers, P.E.,		13. ROLE IN THIS CONTRACT Senior Project Engineer		14. YEARS EXPERIENCE	
				a. TOTAL 59	b. WITH CURRENT FIRM 22
15. FIRM NAME AND LOCATION (City and State) Advanced Engineering & Design, Inc., Pinellas Park, FL					
16. EDUCATION (Degree and Specialization) B.S.E. (Civil) 1962		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Florida PE #45052			
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Habitat for Humanity (Lead Engineer)					

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
a.	Blossom Lake Park Recreational Trail (City of Seminole, FL)	2022	2022
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Served as Project Engineer for the construction of nearly 1-mile of recreational trail within Blossom Lake Park. Pond modifications, parking lot improvements and specialty design measures to minimize impacts to adjacent trees were also an element of the project. The improvements were partially funded through a State recreation grant. (\$575,422.50)		
b.	Marlin, Pine Tree and Southwind Roadway Improvements (City of Belleair Bluffs, FL)	2024	2024
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Serving as Project Engineer for the construction of nearly 1/2 mile of roadway improvements. This project further continued the City's efforts to standardize typical sections within the community. Design services included roadway alignment, grade adjustments to account for new curbing type, resident coordination, bidding and construction services. (\$715,897.25)		
c.	Satellite Lift Station Replacement (Phase II) (City of Treasure Island, FL)	2021	2021
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Served as Project Engineer for the rehabilitation of five (5) satellite stations. These duplex stations range from 5 HP to 10 HP with varying wet well sizes. Pumps and piping were replaced and repairs to existing wet liners were performed on an as-needed basis. Electrical controls were upgraded to adhere to the new AED-prepared standard. (\$1,608,466.00)		
d.	Sunset Palms Trenchless Infrastructure Repair Program (City of Pinellas Park, FL)	2021	2021
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Served as Project Engineer for the Sunset Palms Trenchless Infrastructure Repair Program. This project entailed the development of lining and structure coating standards for the Community's wastewater infrastructure. Program development, including specification preparation and priority identification, were also components of this work effort. (Varying Budget Allocated Each Year)		
e.	Wounded Warriors Abilities Ranch (City of Pinellas Park, FL)	2018	2018
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Served as Senior Project Engineer for the development of a 10-acre construction debris site to provide wounded veterans with recreational opportunities. The parcel was inundated by the 100-year floodplain and required extensive hydraulic evaluation to account for the new runoff volumes and offsite flows as the site was identified as a flood transfer site. (\$985,000.00)		
f.	Gulf to Bay Blvd. Allen's Creek Improvements (City of Clearwater, FL)	2021	2021
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Served as Project Engineer for a pipe replacement project in Allen's Creek. The City has two CMP pipes that convey flows from Allen's Creek across Gulf to Bay Blvd. Pipe replacement first started with review of the Allen's Creek WMP and corresponding model to ensure that long-term goals can be realized while still ensuring that today's impacts are mitigated for. The project proposed (2) 9'x7' box culverts within private property. Easement aquisition was needed (\$1,096,000.00)		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME John F. Parks, P.E.		13. ROLE IN THIS CONTRACT Senior Project Engineer		14. YEARS EXPERIENCE	
				a. TOTAL 42	b. WITH CURRENT FIRM 5
15. FIRM NAME AND LOCATION (City and State) Advanced Engineering & Design, Inc., Pinellas Park, FL					
16. EDUCATION (Degree and Specialization) University of Florida B.S. (Environmental Engineering) 1980		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Florida PE #39599			
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Envision Sustainability Professional Training					

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Lift Station Standard Plans Development (City of St. Petersburg, FL)		PROFESSIONAL SERVICES 2021	CONSTRUCTION (if applicable) 2021
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Served as Project Engineer for the development of standard plans for the nearly 100 lift stations owned by the City. Initial tasks entailed creating a framework for the plans and "grouping" stations based upon system similarity. Standardization efforts focused on site layout, piping and wet well standards, electrical, instrumentation and control processes and structural elements.		
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Dolphin Drive Utility Improvements (Pinellas County, FL)		PROFESSIONAL SERVICES 2021	CONSTRUCTION (if applicable) 2021
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Served as Project Engineer for the Dolphin Drive Utility Improvements. Performed under a Joint Project Agreement (JPA) with the County, the project entailed potable water and wastewater upgrades in conjunction with roadway improvements proposed by the City. of Gravity sewer segments were proposed to be replaced where trenchless repair was determined to be impractical. Potable water improvements improved fire protection and services were reconstructed to accommodate new automatic meter reading (AMR) technology. (\$153,380.00)		
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Sunset Palms Trenchless Infrastructure Repair Program (City of Pinellas Park, FL)		PROFESSIONAL SERVICES 2021	CONSTRUCTION (if applicable) 2021
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Served as Project Engineer for the Sunset Palms Trenchless Infrastructure Repair Program. This project entailed the development of lining and structure coating standards for the Community's wastewater infrastructure. Program development, including specification preparation and priority identification, were also components of this work effort. (Varying Budget Allocated Each Year)		
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Lift Station 87 Childs Park Master (City of St. Petersburg, FL)		PROFESSIONAL SERVICES 2019	CONSTRUCTION (if applicable) 2019
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm Served as the City's in-house design of over three-miles of force main to provide wet weather flow transfer to reduce the likelihood of SSOs. This segment of force main traversed residential and commercial areas and designed proposing open cut and trenchless methods. Crossing of a FDOT roadway, two Pinellas County roadways and Bear Creek was required to utilize the preferred alignment. Permitting through the FDOT, Pinellas County and FDEP was performed. (\$10,396,000)		
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Town Shores Potable Water Improvements (City of Gulfport, FL)		PROFESSIONAL SERVICES 2022	CONSTRUCTION (if applicable) 2022
e.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Serving as Project Engineer for the Town Shores Potable Water Improvements. This project is proposed to improve fire protection and water quality within a densely-populated portion of the City. Trenchless and open cut installation is proposed in effort to balance project cost, construction impacts and future maintenance obligations. (\$1,237,487.00)		
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Lift Station 85 30" Force Main (Part C) (City of St. Petersburg, FL)		PROFESSIONAL SERVICES 2015	CONSTRUCTION (if applicable) 2015
f.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm Served on the City's team for this project which included nearly two-miles of 30" ductile iron force main through downtown St. Petersburg. This new force main segment was installed via open cut through congested urban corridors. Construction scheduling navigated the multiple large-scale events that happened within the project's footprint. The initial phase also included establishing the overall alignment (to SWWRF) and hydraulic analysis. (\$7,500,000.00)		

RFP 22-48BK: Continuing Consulting Services - Planning & Engineering Infrastructure Grants					
Hourly Rates					
#	Title	Description	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3
4	CADD/Computer Technician	Design and Drafting Associates degree with 1+ year of experience	\$ 85.00	\$ 87.55	\$ 90.18

RFP 22-48BK: Continuing Consulting Services - Planning & Engineering Infrastructure Grants Hourly Rates					
#	Title	Description	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3
38	Chief Designer	20+ years of design experience, non-registered	\$ 150.00	\$ 154.50	\$ 159.14

RFP 22-48BK: Continuing Consulting Services - Planning & Engineering Infrastructure Grants Hourly Rates					
#	Title	Description	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3
49	Design Intern	enrolled in BSCE	\$ 75.00	\$ 77.25	\$ 79.57
50	Designer	10+ years of design experience, non-registered	\$ 115.00	\$ 118.45	\$ 122.00
52	Engineer 1	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 0 years of post registration experience	\$ 137.50	\$ 141.63	\$ 145.87
53	Engineer 2	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 5+ years of post registration experience	\$ 160.00	\$ 164.80	\$ 169.74
54	Engineering Intern	entry level w/ engineering degree; EI License required	\$ 125.00	\$ 128.75	\$ 132.61
55	Engineering Technician	Entry level, with 0-4 years of experience	\$ 100.00	\$ 103.00	\$ 106.09
56	Environmental Specialist	B.S. degree in physical or natural sciences or engineering w/ 2+ year's exp.	\$ 95.00	\$ 97.85	\$ 100.79
57	GIS Specialist	Degree in related field; or combination of education and experience	\$ 110.00	\$ 113.30	\$ 116.70
59	Inspector	H.S. graduate or equivalent +2 years experience in inspection. Not for use on CEI	\$ 117.50	\$ 121.03	\$ 124.66
82	Principal Engineer	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 20+ years of post-registration experience. Consultant proposes if individual is in an enterprise oversight role (over resources and team).	\$ 250.00	\$ 257.50	\$ 265.23

RFP 22-48BK: Continuing Consulting Services - Planning & Engineering Infrastructure Grants Hourly Rates					
#	Title	Description	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3
85	Project Manager 1	PE (where appropriate) w/ 5+ years of post-registration experience	\$ 175.00	\$ 180.25	\$ 185.66
86	Project Manager 2	PE (where appropriate) w/ 10+ years of post-registration experience	\$ 197.50	\$ 203.43	\$ 209.53
87	Project Manager 3	PE (where appropriate) w/ 15+ years of post-registration experience	\$ 225.00	\$ 231.75	\$ 238.70
90	Secretary/Clerical	entry level w/ HS degree or equivalent	\$ 72.50	\$ 74.68	\$ 76.92
94	Senior Designer	15+ years of design experience, non-registered	\$ 142.50	\$ 146.78	\$ 151.18
96	Senior Engineer 1	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 10+ years of post registration experience. Individual is not discipline lead – in production role.	\$ 190.00	\$ 195.70	\$ 201.57
97	Senior Engineer 2	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 20+ years of post-registration experience. Individual is not discipline lead – in production role.	\$ 225.00	\$ 231.75	\$ 238.70
98	Senior Engineering Technician	5+ years of experience	\$ 125.00	\$ 128.75	\$ 132.61
99	Senior Environmental Specialist	M.S. Degree in Physical or Natural Science & 7 yrs exp, Or a bachelor's degree in Environmental Science and 10 years of exp.	\$ 175.00	\$ 180.25	\$ 185.66

RFP 22-48BK: Continuing Consulting Services - Planning & Engineering Infrastructure Grants	
Hourly Rates	

[illegible]

#	Title	Description	Hourly Rate Year 2	Hourly Rate Year 3
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**** IDENTIFY SUBCONSULTANT NAME BY FIRM AND COPY/ PASTE THE JOB CLASSIFICATION/ JOB DESCRIPTION FROM ABOVE, FOR THOSE APPLICABLE FUNCTIONS TO BE PAID TO YOUR FIRM FOR COMPLETED WORK, AS APPROVED.**

Company Name: _____

[illegible]

EXHIBIT “B”

<i>Task Order Form-Continuing Contract for Professional Design Services</i>			
<i>Date of Task Order Request</i>			
<i>Firm Selected for Task</i>			
<i>Task (Project) Name</i>			
<i>Task Description (and other relevant details)</i>			
<i>Task Budget</i>			
<i>Task Proposal Due Date</i>			
<i>Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please the Public Services Dept. @ 727-363-9243.</i>			
<i>Acknowledgement of Task Order:</i>			
<i>Frances Robustelli</i>	<i>Date</i>	<i>Signature</i>	<i>Date</i>
<i>City Manager</i>			
<i>City of St. Pete Beach</i>		<i>Name</i>	
		<i>Title</i>	
<i>Camden Mills</i>	<i>Date</i>	<i>Firm</i>	
<i>Public Services Director</i>			
<i>City of St. Pete Beach</i>			

EXHIBIT “C”

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:

ADVANCED ENGINEERING & DESIGN, INC. 

Print Name: JUSTIN KEENER

Title: PRESIDENT

Company: ADVANCED ENGINEERING & DESIGN

ATTEST:

City of St. Pete Beach

City Clerk

Frances Robustelli, City Manager

EXHIBIT D

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 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, 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. Pete 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: _____

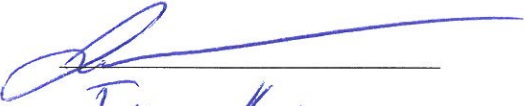
Print Name: _____

Title: _____

[END OF EXHIBIT]



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

Signed: 
Print Name: JUSTIN KELLER
Title: PRESIDENT

[END OF EXHIBIT]

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

Agenda Report

Agenda Title Name: Authorize the City Manager to execute the Continuing Contract for Professional Design Services with Halff Associates, Inc., for three years.

Action Request: Motion to authorize the City Manager to execute the Continuing Contract for Professional Design Services with Halff Associates, Inc., for three years and to authorize the City Manager to execute the Contract.

Strategic Objective: Operational Excellence

Date: September 22, 2025

Prepared By: Camden Mills, Public Services Director

Through: Frances Robustelli, City Manager

Summary of Issue: The City publicly advertised a Request for Qualifications (RFQ) for Engineering and Consulting Services, and a total of 29 firms submitted proposals for evaluation on May 6, 2025. The City's RFQ evaluation committee recommended 7 firms for continuing contracts to support budgeted capital improvement projects throughout the City. Halff Associates, Inc. was selected to provide services related to general engineering, transportation, architectural, survey, marine, urban, and financial services.

This contract shall expire three (3) years after the effective date and may be extended for up to two (2) additional one (1) year periods.

Funding: Task orders will be issued project by project on an as-needed basis, subject to budgeted funds, within the Consultant's Competitive Negotiation Act (CCNA), established under Florida Statute 287.055.

Attachments: 1. SW-004-04 Halff TO42109.051 final

CITY OF ST. PETE BEACH, FLORIDA
Continuing Contract for Professional Design Services

HALFF ASSOCIATES, INC – General Engineering, Transportation,
Architectural, Survey, Marine, Urban, Financial Services

This is a Contract (the “Contract”) entered into by and between the City of St. Pete Beach (hereinafter "CITY") and Halff Associates, Inc., (hereinafter "CONSULTANT"). The CITY and CONSULTANT together shall be referred to as the “Parties.”

WHEREAS, the CITY desires to retain the CONSULTANT to perform Continuing Professional Design Services- General Engineering, Transportation, Architectural, Survey, Marine, Urban, Financial Services for the CITY, more fully described below in the “scope of services” section.

WHEREAS, the CITY desires to employ the CONSULTANT for the Continuing Professional Design Services- General Engineering, Transportation, Architectural, Survey, Marine, Urban, Financial Services and other services upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon such terms and conditions.

WHEREAS, the CONSULTANT has been selected to perform these professional services pursuant to the provisions of the “Consultants’ Competitive Negotiation Act” in Section 287.055; Florida Statutes, and all applicable CITY rules, regulations and policies.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1 – GENERAL.

- 1.1 The above recitals are true and correct, and incorporated as part of this Contract.
- 1.2 CONSULTANT shall be defined herein to include all principals of the firm of, including full time employees, professionals or otherwise, and all servants, agents, employees and/or subconsultants retained by the CONSULTANT to perform its obligations hereunder. Subconsultants shall be reviewed and approved by the CITY prior to Notice to Proceed with their prospective work assignments.
- 1.3 “Professional services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

- 1.4 Prior to the start of any work under this Contract, the CONSULTANT will have submitted to the CITY a detailed resume of key engineering personnel that will be involved in performing services requested by the CITY. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the CONSULTANT desires to change the key personnel in an active assignment, it shall submit the qualifications of the new personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.
- 1.5 The CONSULTANT acknowledges that the CITY has retained other consultants, engineering and otherwise, and the coordination between said consultants and the CONSULTANT may be necessary from time to time for the successful completion of the Assignments. The CONSULTANT agrees to provide such coordination as necessary within the Scope of Services.
- 1.6 The CONSULTANT 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 Contract.
- 1.7 The CONSULTANT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Assignment.
- 1.8 Requirements for sealing all plans, reports and documents prepared by the CONSULTANT shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.9 This Contract may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Contract shall be the date this Contract has been executed by all parties.

SECTION 2 – SCOPE OF SERVICES.

- 2.1 The CONSULTANT shall diligently and in a professional and timely manner perform the work included in the Scope of Services as listed generally in the Request for Qualifications (RFQ) attached and incorporated in this Contract as Exhibit A. Unless modified in writing by the parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.
- 2.2 GENERAL. The CONSULTANT agrees to perform those services described in Exhibit A – RFQ, dated 3/19/2025, which is attached hereto and made a part hereof.

- 2.3 **ADDITIONAL SERVICE.** The CITY and the CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the performance of the Scope of Services that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders and shall be undertaken only under terms of formal amendments to this Contract.
- 2.4 **TASK ORDERS.** Additional services to be provided by the CONSULTANT shall be authorized in writing as Task Orders. Task Orders to be provided shall be prepared on the form delineated as Exhibit B - which is attached hereto and made a part hereof. Each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the work authorized; and the amount and method of compensation. Task Orders shall be dated and serially numbered annually. The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this contract.
- 2.5 The CITY Manager or his/her designee may authorize Task Orders for services under this continuing contract, which are equal to or less than limits prescribed for Continuing Contracts under the provision of F.S. 287.055(g) or limits set by the CITY's rules, regulations, and policies. Professional fees under such specified Task Orders shall be based on a written proposal from the CONSULTANT as may be requested in writing by the CITY's designated representative, who shall process the proposal through the appropriate departments at the CITY. A single unitary task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this continuing contract.

SECTION 3 – CITY'S RIGHTS AND RESPONSIBILITIES.

The CITY shall provide the service described below in a timely fashion at no cost to the CONSULTANT:

- 3.1 Furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data and other information that is available in the CITY's files, necessary or useful to the CONSULTANT for the performance of the assignment. All of the documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the assignment to be performed by the CONSULTANT.
- 3.2 Make CITY personnel available when required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the CONSULTANT to enter upon the project lands as required for the CONSULTANT within a reasonable time, to perform surveys, observations and other work as necessary to complete the assignment.

- 3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and render written decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 3.5 Transmit instructions, relevant information and provide interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 3.6 Give prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope of timing of the CONSULTANT's services or becomes aware of any defect or changes necessary in the work of the CONSULTANT.
- 3.7 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the CONSULTANT.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the assignment not covered under the assignment.

SECTION 4 – COMPENSATION.

- 4.1 GENERAL. Compensation to the CONSULTANT for services performed pursuant to this Contract shall be in accordance with the following method or compensation, as defined and indicated a the "Lump Sum Method."

The type and amount of compensation for each Task Order shall be described on the Task Order form included in "Exhibit B."

4.2 LUMP SUM METHOD

- a. Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, subconsultants' and specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work, or other conditions stipulated in the Task Order, and the Task Order is modified by both the CITY and CONSULTANT to reflect the change(s) by formal amendment to this Contract.
- b. Payment to the CONSULTANT for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the CONSULTANT and accepted by the CITY.

- 4.3 INVOICE PROCESSING: Invoices received by the CITY will be processed for payment within thirty (30) days of receipt of invoice. CONSULTANT will be notified of

questionable items contained in the invoices within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make an effort to resolve all questionable items contained in the CONSULTANT's invoices within thirty (30) days of receipt of the invoices by the CITY. At the end of the thirty (30) day period, the CITY shall pay the CONSULTANT the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the initiating CITY representative.

4.4 **PAYMENT IN THE EVENT OF CONTRACT TERMINATION OR SUSPENSION.** In the event that a Task Order or this Contract is terminated or canceled, or the CONSULTANT's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of this Contract.

4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT.** If instructed to do so by CITY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The additional compensation shall be requested by the CONSULTANT on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the assignment by formal amendment or Task Order to this Contract.

SECTION 5 - WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF CONTRACT.

5.1 **WORK COMMENCEMENT.** The CONSULTANT shall commence work on each authorized Task Order within ten (10) days after receipt by the CONSULTANT of a written Notice-To-Proceed from the CITY's Designated Representative. If the CONSULTANT fails to commence work within the ten (10) day period, then the CITY shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the CONSULTANT.

5.2 **IMPLEMENTATION SCHEDULE.** The CONSULTANT must complete its work in accordance with the time schedule specified in the applicable Task Order/Assignment. In the event the work of the CONSULTANT is delayed due to no fault of the CONSULTANT, which delays the completion of any Task Order of the Assignment, the CONSULTANT is entitled to an appropriate extension of the contract time for the specific Task Order. Additional compensation to the CONSULTANT will be negotiated to the mutual agreement of the CITY and the CONSULTANT in the event such delay causes any Task Order's costs to increase for reasons beyond the CONSULTANT's control.

5.3 **TERM.** This Contract shall expire three (3) years after the effective date of this Contract and may be extended for up to two (2) additional one (1) year periods, not to exceed five (5) years maximum, upon written mutual consent of the CITY and the CONSULTANT.

5.4 **CONTINUING CONTRACT.** In accordance with 287.055 (g), this is a "continuing contract" for professional services entered into in accordance with all procedures of this

act between the CITY and the CONSULTANT, whereby the CONSULTANT shall provide professional services to the CITY for projects in which construction or professional costs do not exceed the statutory limitations imposed. Additionally, the CONSULTANT shall provide for work of a specified nature as outlined in Exhibit A of this Contract as required by the CITY.

SECTION 6 - CITY'S "DESIGNATED" REPRESENTATIVE.

6.1 GENERAL. The CITY hereby designates the CITY Manager or his/her designee to represent the CITY in all matters pertaining to and arising from the work and performance of this contract. The CITY Manager or designee shall have the following responsibilities:

- a. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- b. Transmission of instructions, receipt of information and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- c. Giving prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any defects or changes necessary in the project.
- d. Following the CONSULTANT's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.
- e. When appropriate, authorizing Task Orders equal to or less than limits prescribed for Continuing Contracts pursuant to the provisions of FS 287.055(g) and applicable rules, regulations, r policies of the City.

SECTION 7 - CHANGES IN SCOPE.

7.1 The CITY or the CONSULTANT may request changes in the Scope of Services of a Task Order. Such change(s), including any increase or decrease in the amount of the CONSULTANT's compensation for any Task Order pursuant to this Contract, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated by written formal amendment.

SECTION 8 - TERMINATION OF CONTRACT.

8.1 TERMINATION BY CITY FOR CAUSE. The CITY may terminate this Contract for any one or more of the following reasons:

- a. If adequate progress on any phase of the assignment is not being made by the CONSULTANT as a direct result of the CONSULTANT's failure to perform.

- b. The quality of the services performed by the CONSULTANT is not in conformance with commonly accepted design codes and standards, standards of the CITY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment.
- c. The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT.
- d. The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors.
- e. The CONSULTANT violates the Standards of Conduct provisions of this Contract herein.
- f. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
- g. Sub-standard or non-performance of Agreement.
- h. The City wishes to terminate at any time and for any reason, upon giving sixty (60) days prior written notice to the CONSULTANT.

8.2 TERMINATION BY CONSULTANT FOR CAUSE. The CONSULTANT may cancel this Contract for the following reasons:

- a. The CITY fails to meet its obligations and responsibilities as contained in the sections of this Contract describing the CITY's Rights and Responsibilities.
- b. The CITY fails to pay the CONSULTANT in accordance with this Contract.
- c. In the event of either of the causes described in this Contract, the CONSULTANT may send a certified letter requesting that the CITY show cause why the Contract should not be terminated. If adequate assurances are not given to the CONSULTANT within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONSULTANT may consider the CITY to be in default, and may immediately terminate this Contract.

8.3 TERMINATION BY CITY WITHOUT CAUSE. Notwithstanding any other provision of this Contract, the CITY shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Assignment without cause, provided that ten (10) days prior written notice is given to the CONSULTANT of the CITY's intent to terminate. In the event that a Task Order is terminated, The CITY shall identify the specific Task Order(s) being terminated and the specific Task Order(s) to be continued to completion pursuant to the provisions of this Contract. This Contract will remain in full

force and effect as to all authorized Task Orders which are to be continued to completion under this type of arrangement.

- 8.4 PAYMENT IN THE EVENT OF TERMINATION. In the event this Contract or any Assignment is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the CONSULTANT. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional direct costs to be incurred by the CITY due to such default.

8.5 ACTION FOLLOWING TERMINATION

- a. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- b. In the case of the CITY terminating the CONSULTANT, the CONSULTANT shall within ten (10) days or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the CONSULTANT in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the CITY. Notwithstanding the foregoing, the CONSULTANT shall not be held liable for the accuracy or reliability of any partially completed work delivered in accordance with this provision.

8.6 SUSPENSION

- a. The performance of the CONSULTANT's service under any provision of this Contract may be suspended by the CITY at any time. In the event the CITY suspends the performance of the CONSULTANT's services hereunder, the CITY shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by the CONSULTANT, and CITY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended services unless and until the CITY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the CITY that the CONSULTANT's services hereunder are to be resumed, the CONSULTANT shall complete the services of the CONSULTANT called for in this Contract and the CONSULTANT shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the CONSULTANT under this Contract, same to be payable at the times and in the number specified herein. In no event will the compensation

or any part thereof become due or payable to the CONSULTANT under this Contract unless and until the CONSULTANT has attained that state of work where the same would be due and payable to the CONSULTANT under the provisions of this Contract.

- b. If the aggregate time of the CITY's suspension(s) of the CONSULTANT's Services under any Task Order of this Contract exceeds sixty (60) days, then the CONSULTANT and the CITY shall, upon request of the CONSULTANT, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the CONSULTANT hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the CONSULTANT for the balance of the Services to be performed hereunder. No increase in compensation to the CONSULTANT shall be allowed unless it is based upon clear and convincing evidence of an increase in the CONSULTANT's costs attributable to the aforesaid suspension(s).

SECTION 9 - CLAIMS AND DISPUTES/REMEDIES.

- 9.1 CLAIMS AND DISPUTES. Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of this Contract.
- 9.2 REMEDIES. Except as provided in Section 9.1 herein, all claims, disputes and/or matters in question between the CITY and the CONSULTANT arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this contract shall be in the appropriate court with territorial jurisdiction over the City of St. Pete Beach, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 10 - INDEMNITY AND INSURANCE.

- 10.1 GENERAL. To the fullest extent permitted by Florida law, the CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the Consultant in the performance of the contract.

10.2 INSURANCE. The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in the State of Florida, and will provide Certificates of insurance to the CITY, evidencing such insurance, within fifteen (15) days following the CONSULTANT's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the CITY. Specific insurance requirements may include:

- a. WORKER'S COMPENSATION. The CONSULTANT must provide Worker's Compensation for all employees at the site location, and in case any work is subcontracted, will require the Subcontractor to provide Worker's Compensation for all of its employees.
- b. COMMERCIAL GENERAL LIABILITY. The CONSULTANT must provide coverage for all operations as detailed in the Scope of Services including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.
- c. AUTOMOBILE LIABILITY. The CONSULTANT must provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000 CSL or its equivalent.
- d. PROFESSIONAL LIABILITY INSURANCE. Annual Professional Liability Insurance must be maintained with coverage in an amount as detailed in the City of St. Pete Beach Request for Qualifications (RFQ) titled "Engineering and Consulting Services". Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of negligent performance by the CONSULTANT, or any person or subcontractor employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of three (3) years after completion of the CONSULTANT's services and/or construction and acceptance of the facilities designed by the CONSULTANT under the scope of this Contract including any amendment thereto.
- e. CERTIFICATES OF INSURANCE. The CONSULTANT shall furnish all Certificates of Insurance forwarded directly to the following:

City of St. Pete Beach-City Clerk's Office
155 Corey Avenue
St. Pete Beach, FL 33706

with information copied to the Designated Representative identified in this Contract. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by these provisions.

SECTION 11 - NEGOTIATION DATA.

- 11.1 The CONSULTANT hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the CONSULTANT's compensation under this Contract may be adjusted to exclude any significant sums where the CITY determines the CONSULTANT's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the CITY during the period of this Contract and for five (5) years after final payment is made.
- 11.2 Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 12 - OWNER OF DOCUMENTS.

- 12.1 It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the CONSULTANT. The CONSULTANT shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the CONSULTANT pursuant to this Contract are instruments of service in respect to the services described in the Assignment. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to the CONSULTANT; and the CITY shall indemnify to the maximum extent permitted by law and hold harmless the CONSULTANT from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the CONSULTANT will entitle the CONSULTANT to further compensation at rates to be agreed upon by the CITY and the CONSULTANT.
- 12.2 Any Documents given to or prepared or assembled by the CONSULTANT and its subcontractors under this Contract shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.
- 12.3 The CONSULTANT may maintain copies of all work performed under this Contract for the CITY.
- 12.4 The CONSULTANT shall not publish any information concerning this project without the prior written consent of the CITY.

12.5 The CONSULTANT should abide by the Florida Public Records law, more fully described in “Exhibit C.”

SECTION 13 - STANDARDS OF CONDUCT.

13.1 CONSULTANT EMPLOYEES. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.

13.2 EMPLOYMENT ELIGIBILITY. The Consultant 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. Consultant 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) Consultant 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 Consultant 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) Consultant shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Consultant 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 Consultant’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. Consultant 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 Consultant, the Consultant may not be awarded a public agreement for a period of one (1) year after date of termination.

13.3 CONSULTANT COMPLIANCE WITH LAWS. The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and

applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

13.4 CONFLICT OF INTEREST. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 8.1.

13.5 REMOVAL OF EMPLOYEE. The CITY is empowered to require the CONSULTANT to remove any employee or representative of the CONSULTANT from working on this Assignment which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the CONSULTANT in writing of the CITY's objections prior to the CONSULTANT's removal of any employee or representative.

13.6 PUBLICATION. The CONSULTANT shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 14 - ACCESS TO RECORDS/AUDIT.

14.1 RECORDS MAINTENANCE. The CONSULTANT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The CONSULTANT shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of CONSULTANT's books, records, documents, time records and cost accounts and other evidence shall be at the CITY's expense.

14.2 ACCESS TO RECORDS. The CONSULTANT shall maintain and allow access to the records required under this Section for a period of five (5) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under the terms of this Contract.

SECTION 15 - CODES AND DESIGN STANDARDS.

15.1 All of the services to be performed by the CONSULTANT shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the CITY and the requirements of any Federal and/or State regulatory agencies in effect as of the

date of this Contract. The CONSULTANT shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the CONSULTANT beyond that covered under the scope of this Contract shall be subject to negotiation for an increase in scope and compensation by an amendment to this Contract.

SECTION 16 - ASSIGNABILITY

16.1 The CONSULTANT shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the CITY, provided that claims for the money due or to become due the CONSULTANT from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 17 - CONTROLLING LAWS

17.1 This Contract is to be governed by the laws of the State of Florida.

SECTION 18 - FORCE MAJEURE

18.1 Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 19 - EXTENT OF CONTRACT

19.1 This Contract, together with the RFQ titled "Engineering and Consulting Services" (issued 3/19/2025), the proposal submitted 4/23/2025, and the Exhibits hereinafter identified and listed in this Section 19, incorporated herein and made a part hereof by this reference, constitute the entire Agreement between the CITY and the CONSULTANT and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract. The Exhibits supplemental to and made a part of this Contract are as follows:

Exhibit A: Scope of Services.

Exhibit B: Task Order Form.

Exhibit C: 2025 Standard Addendum

Exhibit D: FEMA Grant Provisions

identified and listed in this Section 19, incorporated herein and made a part hereof by this reference, constitute the entire Agreement between the CITY and the CONSULTANT and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract. The Exhibits supplemental to and made a part of this Contract are as follows:

Exhibit A: Scope of Services.

Exhibit B: Task Order Form.

Exhibit C: 2025 Standard Addendum

Exhibit D: FEMA Grant Provisions

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

Corporate Consultant Name:

City of St. Pete Beach:

Signature: 

Signature: _____

By: BRANDYN D. LITTLETON

By: Frances Robustelli

Its: VICE PRESIDENT

Its: City Manager

Date: 8.11.2025

Date: _____

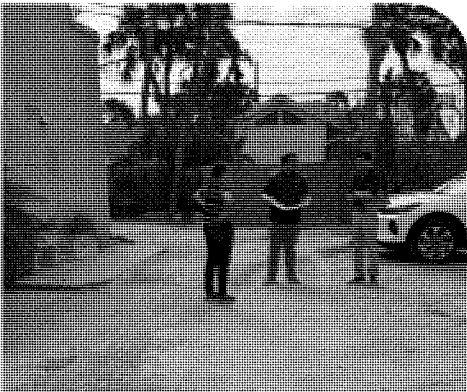
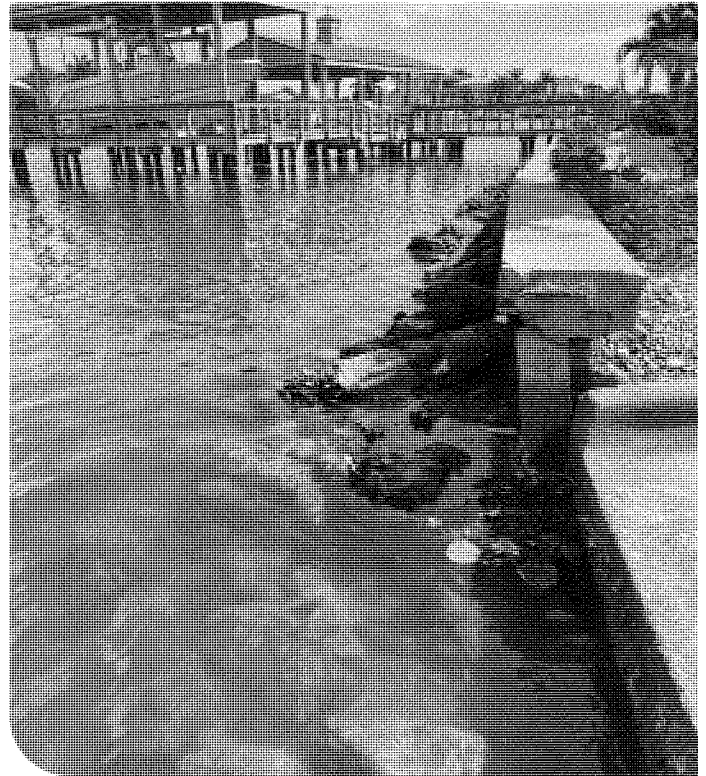
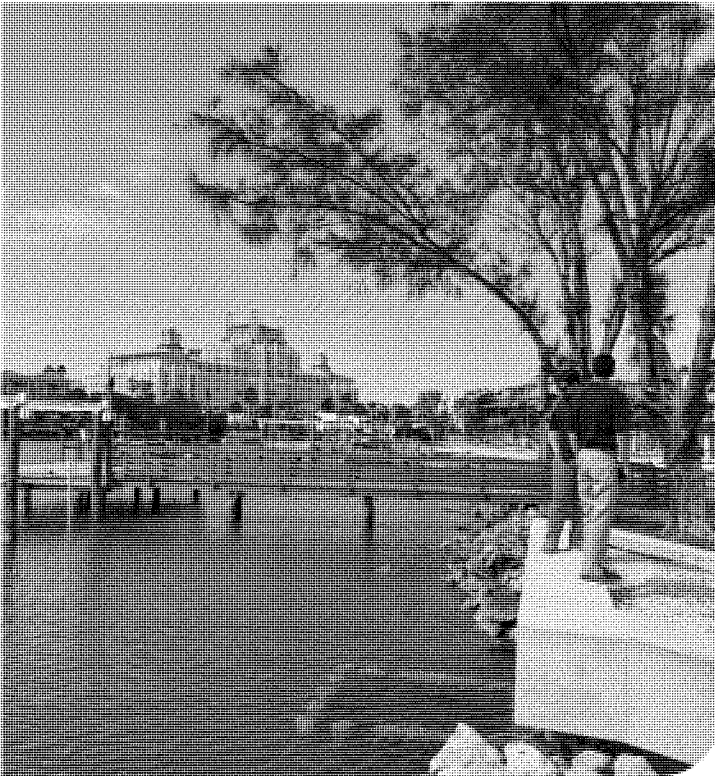
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brookes
City Attorney

Renee Rose
City Clerk

EXHIBIT “A”
SCOPE OF SERVICES



CITY OF ST. PETE BEACH

May 6, 2025

Statement of Qualifications

Engineering and Consulting Services

Service Types of Interest: General Engineering Design, Transportation Planning & Design, Architectural Design (Buildings and Landscaping) Survey, Marine Facilities, Urban Development Planning, ADA Compliance Review & Implementation Planning, Financial Services, and Soil & Material Testing

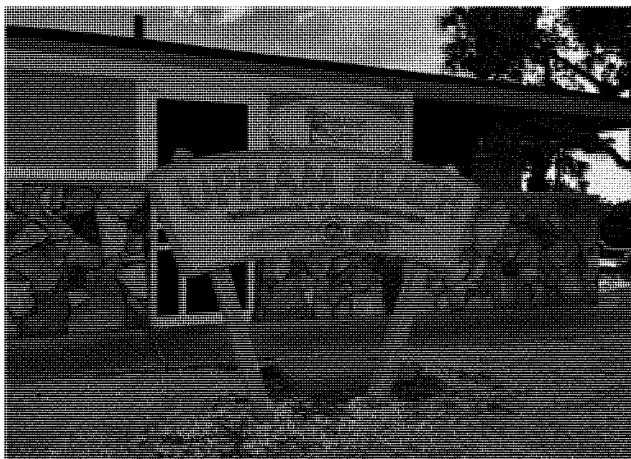


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C. Statement of Interest

May 6, 2025

Mr. John Taylor
Procurement Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

RE: RFQ for Engineering and Consulting Services

Dear Mr. Taylor and Members of the Evaluation Committee:

In the past year, the City of St. Pete Beach and your neighboring coastal communities faced significant impacts from hurricanes Helene and Milton, which resulted in extensive infrastructure damage and community disruptions. Despite setbacks, such as the closure of beloved local establishments, the community's resilience remains evident through successful recovery efforts like the revitalization of the Secret Garden at Upham Beach. As recovery progresses, innovative and sustainable engineering solutions are essential to rebuilding communities back better and stronger.

Halff is uniquely qualified for this contract. We are pleased to submit our Statement of Qualifications (SOQ) for Engineering and Consulting Services to the City of St. Pete Beach for General Engineering, Transportation Planning and Design, Architectural Design, Survey, Marine Facilities, Urban Development Planning, ADA Compliance and Implementation Review, Financial, and Soil and Material Testing Services. After working extensively on the current contract and reviewing your Capital Improvements Plan (CIP), we understand the critical issues facing the city and the need for community resilience.

Halff has successfully partnered with St. Pete Beach, Treasure Island, New Port Richey, Pinellas County, and over 50 other Florida municipalities to address similar infrastructure challenges. Our team's extensive experience includes stormwater modeling, drainage design, seawalls and living shorelines, corridor planning, roadway design, environmental permitting, and vertical construction. Our dedicated grant funding team is highly skilled in securing state and federal funds, including FEMA grants, enabling expedited project implementation without overextending your budget.

Alistair Brice, PE, your dedicated Project Manager, has a longstanding relationship with St. Pete Beach and a proven track record of delivering projects on schedule and within budget. The Halff team will bring value by:

- Proactively identifying innovative and resilient infrastructure solutions,
- Delivering projects that prioritize optimal benefit-cost ratios and longevity,
- Upholding high ethical standards of fairness, integrity, and transparency,
- Leveraging technology for optimal efficiency and effectiveness.

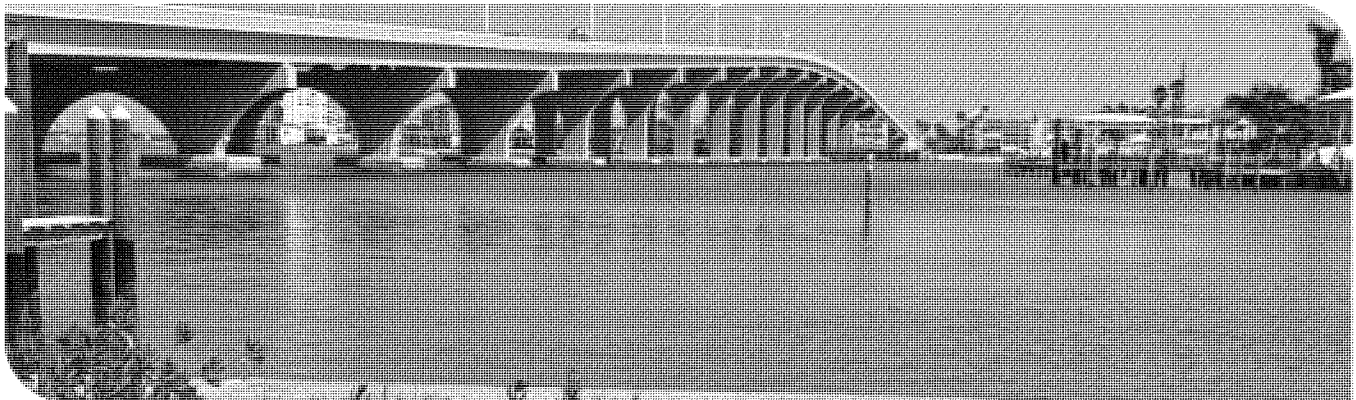
Brandyn D. Littleton, PWS, will serve as Principal-in-Charge. He is authorized to execute contract documents for Halff. We look forward to continuing to serve your community. Our team welcomes the opportunity to discuss our capabilities further and address any questions you may have.

Sincerely,

Brandyn D. Littleton, PWS
Vice President, Operations Manager
813.522.8319
blittleton@halff.com

Alistair Brice, PE
Project Manager
813.331.0980
abrice@halff.com

D. Statement of Qualifications and Firm Profile



COMPANY PROFILE

Halff is a full-service infrastructure consulting firm designed, engineered, planned, constructed and purposed for people. Since 1950, we've been creating smart solutions that improve lives and communities by turning ideas into reality. The firm provides services throughout the Southeast from 32 offices in Florida, Texas, Arkansas, Oklahoma, Louisiana and Arizona. The firm's staff of more than 1,450 includes engineers, planners, scientists, and surveyors. Halff is ranked #87 in *Engineering News-Record* magazine's list of the top 500 design firms in the United States.

The firm was founded in Dallas in 1950 by Albert H. Halff, PhD-Eng., PE. Today, Halff preserves Dr. Halff's legacy of integrity, dedication to client service, and commitment to quality. Halff develops smarter solutions for a variety of market sectors. No matter the size or scope of the project, every one of our solutions is designed with a single purpose: our client's success.

Halff was founded on a core tenet: Focus on people, treat them well and success will follow. It's no wonder, then, that our employees and the resultant culture define us. We are members of a company built on integrity, technical knowledge and commitment to client service.

HALFF'S UNIQUE QUALIFICATIONS

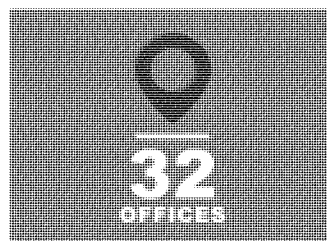
Halff understands there are many important attributes to consider when selecting a qualified engineering firm. Halff has assembled a highly qualified team with a proven history of working together and specialized experience in all aspects of any anticipated project. Our team is committed to successful projects and will apply our knowledge and experience to:

- Be available and immediately responsive
- Understand your objectives, goals and constraints
- Understand the regulatory and permitting requirements associated with the project
- Provide options for each design problem to enable the selection of solutions that best fit your needs

Stormwater Improvement Project Design

Halff has a 75+ year history of developing, evaluating, and designing successful stormwater capital improvement projects (CIPs). Our unique background in stormwater modeling, coupled with extensive practical experience in designing and constructing stormwater retrofit BMP projects, facilitates the development of sound technical solutions to stormwater-related concerns.

HALFF BY THE NUMBERS



Our projects have addressed various flooding, erosion, and water quality concerns. Over the years, we have earned a reputation for developing innovative, technically sound, and cost-effective solutions. In addition, our engineers routinely look for opportunities to maximize the benefits of the design solution (e.g., water quality improvement, alternative water supply, shoreline restoration, minimize excavation, etc.).

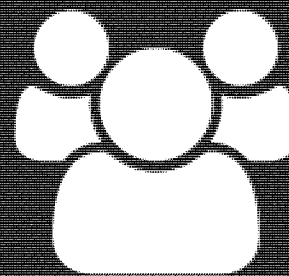
Value Engineering

As we proceed through final designs, brainstorming sessions and internal reviews are conducted by our design teams. Examples of cost savings realized as part of this process at Halff are below.

- **Ironbark Drive Flood Abatement:** Following conceptual design, additional geotechnical data was obtained to help optimize the final design and avoid limestone impacts. As part of this process, we were able to revise the design and save Pasco County approximately \$500K in construction costs.
- **Concord Rd./Violet St. Flood Control:** Refined 2D modeling allowed us to identify overland flow patterns and reduce the new pond's wall height, saving over \$200K from preliminary cost estimates.
- **S-355W Spillway:** Through the value engineering process, our team was able to revise design aspects and reduce the construction costs by over \$1M
- On multiple projects, we incorporated specialized high-capacity curb inlets that have saved our clients hundreds of thousands of dollars in construction costs and significantly reduced traffic disruptions.

On-Call/Emergency Design Services

Halff has a history of successful fast-tracked stormwater system design and analysis projects, ranging from repair of collapsed culverts, washouts, and failed stream banks to post-hurricane forensic analyses. For these projects, the schedule is critical, often due to emergency response funding time limits (NRCS) and/or public safety hazards. The Halff team is staffed with qualified individuals who can reach the City quickly (typically much less than an hour) and have the experience to identify concerns and develop design solutions within short time constraints. Our Project Manager and main Design Engineers have extensive project history in Pinellas County.



**Our people are individuals
with diverse, yet
complementary, professional
backgrounds. We know this
attribute, more than any
other, allows us to maintain
a loyal client base. We are
members of a company
built on integrity, technical
knowledge and commitment
to client service.**

“Our organization employed the services of Halff to provide post construction service at the Pasco County Ironbark Stormwater Pump Station project. Based on our experiences and satisfactory results, both past and present, we currently have several projects under design with Halff.”

Efrain Figueroa, Pasco County Public Works



Grant Applications and Management

Our staff includes **Lisa King**, a grants funding manager with over 30 years of experience assisting Florida municipalities obtain grant funding for CIP projects. Lisa has successfully obtained over \$300 million in grants for Florida local governments, including \$80 million in the past two years.

Green Infrastructure/LID

Green Infrastructure (GI) / Low-impact Development (LID) offers a means of incorporating structural Best Management Practices (BMPs) into the built environment to meet water quality, water quantity, and sustainability objectives while simultaneously creating aesthetically pleasing yet functional areas. Becoming more widespread in their application and use in public infrastructure, GI nonetheless offers unique challenges for municipalities to overcome to be successful, such as special maintenance considerations and public perception of each improvement. Halff employs and works with GI subject matter experts and designers who specialize in aesthetic/amenity components, as well as securing unique alternative funding.

Resiliency

Halff's Resilience Market serves as a focal point for interdisciplinary collaboration and innovation. The Market integrates expertise from all solution groups, including Infrastructure, Water, Mobility and Placemaking, to address the growing complexities of changing conditions. Halff's commitment to resilience extends throughout the entire lifecycle of community investments and decision-making. From initial planning and design phases through implementation and

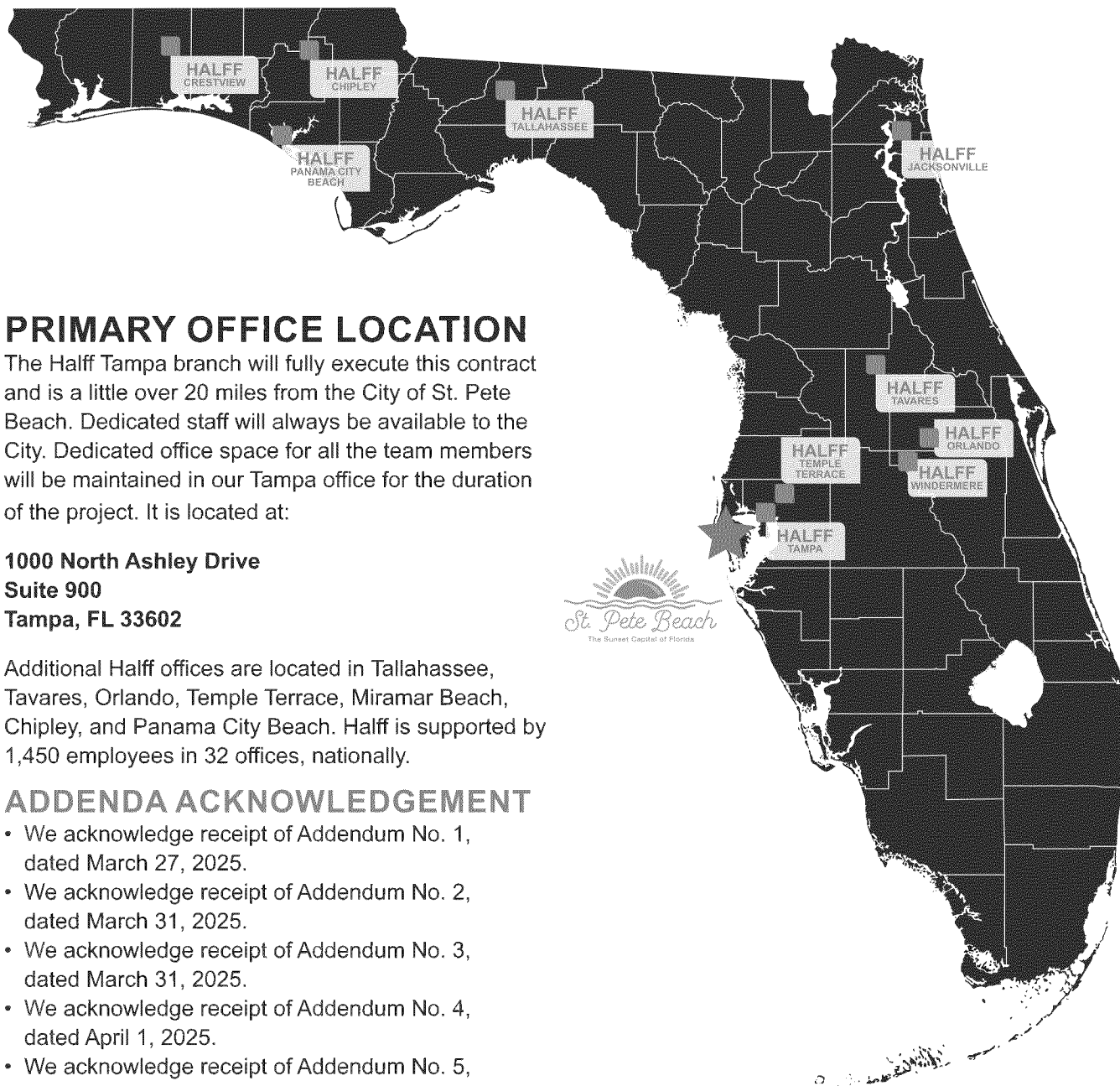
ongoing monitoring, we are committed to developing responsive and adaptive solutions and capable of enduring long-term impacts. Halff integrates planning, design, engineering, and implementation to create resilient communities that can adapt and thrive in the face of current and future social-ecological challenges. We are committed to fostering interdisciplinary innovation, bringing together Infrastructure, Water, Mobility, and Placemaking expertise to address complex resilience challenges, verifying adaptive and flexible solutions across project lifecycles. Halff has also built a strong reputation in supporting communities nationwide in building community resilience, including leadership in FEMA's Risk MAP Program, Texas Regional Flood Plans, and the Resilient Florida Program, offering tailored, local resilience strategies for both coastal and inland areas.

“

We appreciate that we can count on [Halff] to develop the most practical design solutions for our stormwater related problems - meaning they are cost-effective and permittable. In our experience, not everyone does that.

**Mike Drozeck, PE, Orange County
Public Works**

”



PRIMARY OFFICE LOCATION

The Halff Tampa branch will fully execute this contract and is a little over 20 miles from the City of St. Pete Beach. Dedicated staff will always be available to the City. Dedicated office space for all the team members will be maintained in our Tampa office for the duration of the project. It is located at:

**1000 North Ashley Drive
Suite 900
Tampa, FL 33602**

Additional Halff offices are located in Tallahassee, Tavares, Orlando, Temple Terrace, Miramar Beach, Chipley, and Panama City Beach. Halff is supported by 1,450 employees in 32 offices, nationally.

ADDENDA ACKNOWLEDGEMENT

- We acknowledge receipt of Addendum No. 1, dated March 27, 2025.
- We acknowledge receipt of Addendum No. 2, dated March 31, 2025.
- We acknowledge receipt of Addendum No. 3, dated March 31, 2025.
- We acknowledge receipt of Addendum No. 4, dated April 1, 2025.
- We acknowledge receipt of Addendum No. 5, dated April 2, 2025.
- We acknowledge receipt of Addendum No. 6, dated April 9, 2025.
- We acknowledge receipt of Addendum No. 7, dated April 9, 2025.
- We acknowledge receipt of Addendum No. 8, dated April 21, 2025.
- We acknowledge receipt of Addendum No. 9, dated April 22, 2025.

MBE/DBE/SBE CERTIFICATIONS

- **Arehna** - DBE | SBE | MBE
- **Hyatt Survey** - DBE | WBE | MBE

PROJECT TEAM AVAILABILITY		
Personnel	Nature/Role	Availability
Alistair Brice	Project Manager	70%
Ben Prewitt	Deputy Project Manager	50%
Brandyn Littleton	Principal-in-Charge	50%
Nick Charnas	QA/QC Manager	50%
Rob Ern, Jr.	Water/Wastewater	30%
Mark Troilo	Stormwater	30%
Martin Steffen	Landscape Architecture	50%
Justin Kimmich	Building Design	50%
Lisa King	Funding Services (Grants)	30%
Suzanne Osborne	Survey	30%
Nancy Lehr	Marine Facilities	30%

THE HALFF PROJECT TEAM

Halff's Tampa office has an established reputation for providing quality utility, stormwater and civil engineering services, planning, landscape architecture, urban design, construction engineering & inspection (CEI), transportation & mobility services, and geographic information systems (GIS) services throughout west-central Florida since 1987. Halff has expanded its Tampa team, experienced with St. Pete Beach, to include environmental science and water/wastewater engineering. Backed by other offices, we deliver drainage models for flood and resiliency analysis, with a dedicated team tailored to this contract. Additionally, Halff has partnered with these trusted specialty firms:



AREHNA Engineering, Inc. (AREHNA)

is a geotechnical engineering and materials testing firm known for delivering cost-effective solutions through close collaboration with clients and design teams. They've successfully supported various public and private sector projects, including work for the City of St. Pete Beach and other Florida municipalities. **Halff and Arehna are longstanding partners that deliver quality work.**



Alfred Benesch & Company (Benesch)

is a multi-disciplinary engineering and professional services firm specializing in infrastructure projects like roads, bridges, schools, parks, and airports. Since 1946, they've completed thousands of projects nationwide, focused on enhancing communities and connections. **Halff partnered with Benesch for their recognized expertise and deep knowledge in ADA compliance.**



Hyatt Survey (Hyatt)

is a woman-owned, full-service surveying and mapping firm with a highly experienced team. They've proudly served the City of St. Pete Beach and clients like the USACE, FDOT, Southwest Florida Water Management District (SFWMD), and several Florida counties. Hyatt is a certified WBE/MBE with the State of Florida and a DBE with FDOT. **Hyatt brings local knowledge and expertise to the City.**



KS Architecture (KSA)

is a full-service architecture firm located in the Tampa Bay area. Established in 2017, the Principals and staff of KSA bring more than five decades of combined experience through which they have continued to surpass the expectations of their clients with exceptional design solutions and excellent client services. **KSA has extensive expertise in creative solutions and innovative designs.**

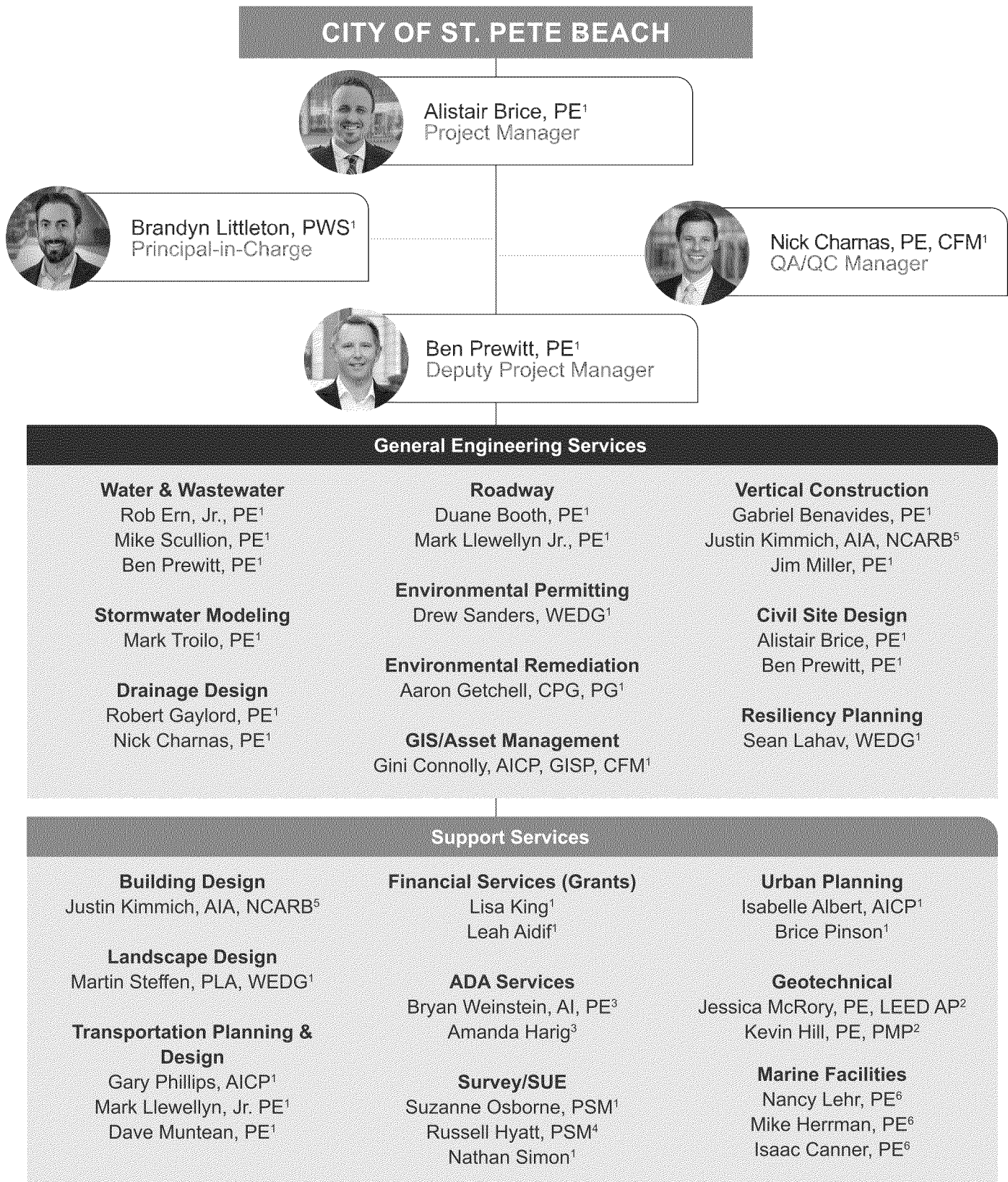


moffatt & nichol

Moffatt & Nichol (M&N) is an employee-owned firm, and has served Florida since 1985 with offices statewide. They

specialize in marine, coastal, and port engineering, including structural design, planning, resiliency, and environmental services, with projects across Tampa, Florida, and the Caribbean. **Halff has teamed with M&N many times and considers them a leader in resilient coastal infrastructure.**

ORGANIZATIONAL CHART



LEADERSHIP TEAM

Halff is proposing our most uniquely qualified professionals that have the local knowledge and experience. We have structured a team that combines technical expertise with effective delivery. We strive to develop innovative solutions that are technically and environmentally sound. The organizational chart below demonstrates the staff's roles, responsibilities, and reporting structure. **Alistair Brice** will serve as the project manager and will be the City's point of contact.



Alistair Brice, PE

Alistair Brice has extensive experience in public works engineering, specializing in community infrastructure projects like roadways, stormwater systems, drainage, and site design. He successfully completes projects under this contract. He currently oversees construction documents, CAD design, civil site design, storm drainage calculations, and drainage reports.



Brandyn Littleton, PWS

Brandyn has over 20 years of experience supporting municipal engineering projects, specializing in environmental planning, NEPA documentation, wetland/WOTUS delineations, ecological assessments, MS4 compliance, environmental permitting, species surveys, vegetation assessments, habitat evaluations, streambank stabilization and restoration, floodplain analyses, tree inventories, and GIS-based asset management systems for infrastructure planning.



Nick Charnas, PE, CFM

As a senior civil engineer in Florida, Nick's experience spans the design and construction of projects focused on stormwater quality and quantity improvements, channel reinforcement, utility replacement and relocations, regulatory permitting, grant funding, public outreach, construction engineering and inspection (CEI), and construction administration.



Ben Prewitt, PE

Ben has extensive experience in project management, site development, utility systems, stormwater management, and roadway design. He has delivered projects from 1 to over 500 acres, involving multiple disciplines and stakeholders. Ben has also designed and served as engineer of record for permitting efforts across Florida, including marine structures.

SUPPORT STAFF FOR CITY OF ST. PETE BEACH

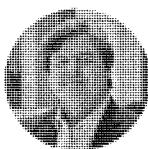
Under the leadership described above, the Halff Team has selected a knowledgeable team of in-house professionals with relevant experience to understand the objectives of the assignments, minimize the learning curve, and be responsive to meeting the project's needs.

Key personnel assigned to this project have been carefully selected to include professionals with the expertise and experience to excel at anticipated assignments:



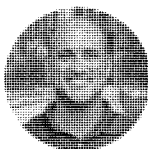
Project Engineer | Rob Ern, Jr., PE

Rob's expertise involves collection, transmission, and distribution systems, design and permitting of WWTPs, WTPs, sewage pump stations, and water booster pump stations, utility master planning, and impact fee studies. His extensive utility experience in Florida on a variety of water projects translates to a practice leader who understands the complexities, requirements, and challenges of local infrastructure projects.



Project Engineer | Mark Troilo, PE

Mark has over 30 years of experience in water resources, specializing in stormwater management modeling and design. With a background in biology, limnology, and environmental engineering, he has worked on numerous major publicly funded stormwater management master plans and drainage design projects across Florida, ranging from a few acres to over 700 square miles.



Landscape Architecture | Martin Steffen, PLA, WEDG

Martin has been active in landscape architecture, site design, and land planning for over 10 years. His experience encompasses both private and public-sector projects. His project experience includes master planning services, special use permits, design for residential subdivisions, office and commercial site design, residential landscape design, and due diligence for eminent domain cases.



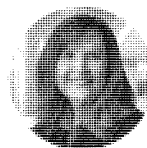
Environmental Permitting | Drew Sanders, WEDG

Drew has over 33 years of experience in environmental permitting for public and private projects. He specializes in project management, ecological assessments, habitat mapping, wetland delineation, species surveys, habitat restoration, and wetland mitigation design.



Financial (Grants) | Lisa King

Lisa has extensive experience in grant writing and administration for Florida local governments. She specializes in strategic grants planning and writing for emergency management, transportation, and water quality projects. Lisa has developed over 30 grant applications for programs like HMGP, CDBG-DR, CDBG-MIT, and BRIC, focusing on facility hardening, flood mitigation, and economic development.



Survey | Suzanne Osborne, PSM

Suzanne has extensive knowledge of the surveying process, writing of legal documents, field data collection, subdivision layout and control, QA/QC processes, and project management. Her surveying deliverables skillset includes sectional surveys, boundary and topographic, as-builts, subdivision layout and control, and highway and right of way surveys.



SUE | Nathan Simon

Nathan has extensive knowledge and hands-on experience in subsurface utility engineering (SUE), including electro-magnetic equipment, ground-penetrating radar, and vacuum excavation. His strong communication skills and multidisciplinary expertise enable effective collaboration with engineers, surveyors, utility owners, and contractors.



Transportation | Gary Phillips, AICP

Gary specializes in transportation planning, public engagement, project development, and conceptual design. He has managed transportation planning, traffic studies, PD&E, and conceptual design projects for clients including various state DOTs, FDOT, Florida's Turnpike Enterprise, and municipalities.

E. Services Approach



A. GENERAL ENGINEERING SERVICES APPROACH

Our team's approach is rooted in **practical, responsive, innovative and technically sound solutions** that support the City of St. Pete Beach's infrastructure priorities. We understand the complexity and urgency of continuing service contracts and have designed our team to be flexible, responsive, and capable across all requested service categories. Our discipline leads bring deep technical experience, and our delivery model emphasizes clear communication, proven expertise, and close coordination with City staff.

Halff's team has a long history of successfully completing public facility projects including fire stations, emergency operation centers, traffic management centers, libraries, recreation facilities and clubhouses, maintenance facilities, and courthouses. This work has included all aspects of planning, design, permitting and construction of the facilities. **Alistair Brice** and **Ben Prewitt** will lead the team from the Tampa office, with a combined experience of more than 30 years in public facility work. Our Public Works practice is made up of teams of experienced professionals, many with decades of experience working on municipal projects. We understand what keeps you up at night and bring innovative solutions to help you through these challenges. Through our organization and proven project management

techniques, we will deliver cost-effective, state-of-the-art, environmentally sensitive, and feasible planning and design solutions.

DELIVERY STRATEGY

Our Project Manager, **Alistair Brice**, will serve as the city's main point of contact and oversee all coordination. Alistair has been working with the city since 2017, so he is intimately familiar with the processes and programs in place.

He will initiate every task with a kick-off meeting to confirm the scope, budget, and schedule. Where the Task deems it necessary, Halff's discipline-specific task leads will schedule a site visit with the city engineer and city maintenance staff to fully understand the issues that are being experienced and develop a plan, discuss design solutions, and build consensus between city staff and the design team.

It is crucial that we see the problem in person and experience the problem from the perspective of the various stakeholders before developing our approach to a solution.

While some solutions may seem practical on paper, they don't always work as intended once installed in the field. That's why it's important to engage city maintenance staff early in the design process—walking through proposed modifications with them verifies that their insight is incorporated and they are part of the solution.

Likewise, community residents are the driving force behind the city's planned improvements. Public outreach and consistent communication about the design and schedule are critical to the project's success. We are committed to supporting this effort by preparing clear visual exhibits and presenting the plans to residents to provide a full understanding of the proposed approach and anticipated outcomes.

A Trusted Infrastructure Partner

We are focused on helping the City preserve, adapt, and improve its infrastructure with integrity and foresight. From routine inspections to capital planning and post-disaster response, we are ready to step in as a seamless extension of your team. With a flexible delivery model, deep bench of technical expertise, and genuine understanding of municipal operations, we are prepared to support the City of St. Pete Beach across all facets of project delivery.

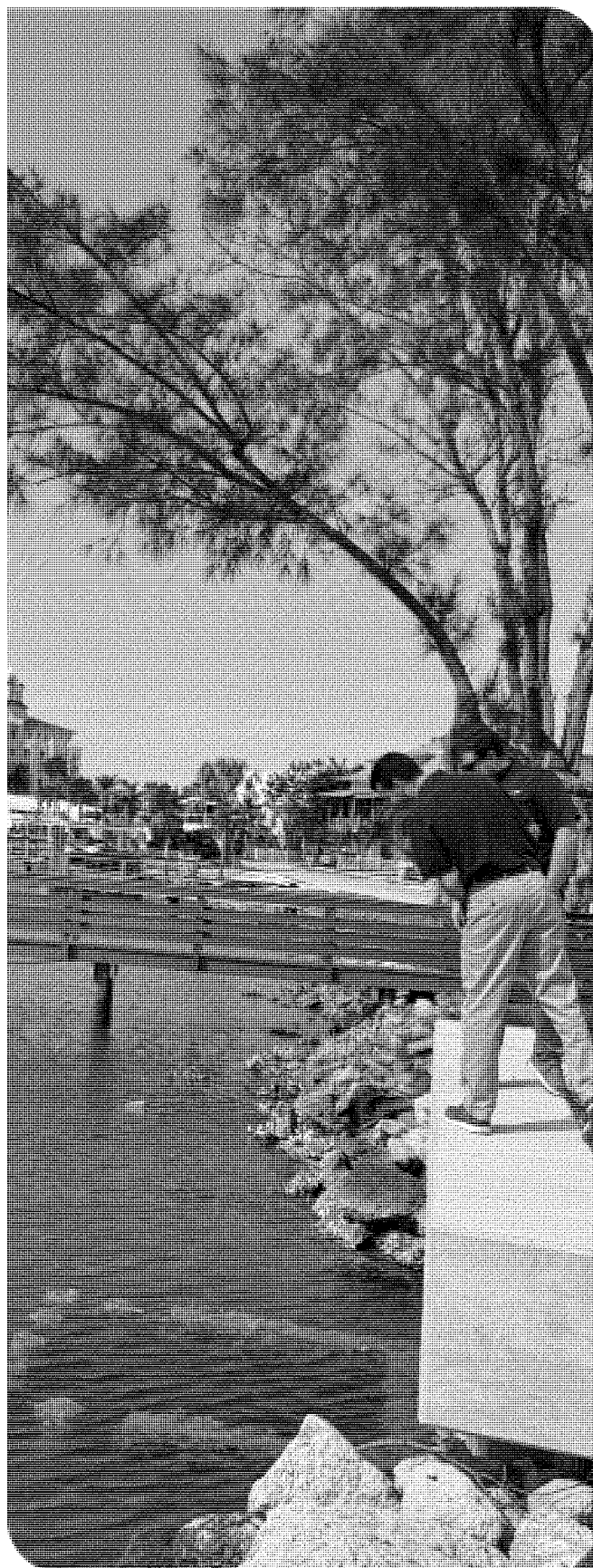
Quality and Responsiveness

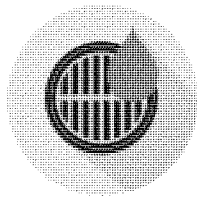
All deliverables undergo structured peer review by licensed professionals led by **Nick Charnas**. Our QA/QC process emphasizes technical accuracy, code compliance, and internal coordination across disciplines. Alistair and Ben maintain oversight of schedules, resource availability, and City communication to maintain responsiveness, even on short notice or emergency assignments. Our team has the staff, systems, and commitment to deliver consistent and dependable support for the duration of the contract.

The Halff Advantage

Halff offers the City the strength of a local partner backed by the deep resources of a regional leader. With extensive experience across Pinellas County and the Tampa Bay region, we understand the unique coastal challenges facing your community. As a recognized leader in stormwater engineering, Halff delivers innovative, resilient solutions grounded in real-world performance. Our team combines technical depth with a commitment to function and long-term value, using a wide range of advanced modeling and design platforms to tailor our work to each project's needs.

Halff's multidisciplinary expertise and reputation for excellence make us a trusted partner for municipalities throughout Florida. We are committed to bringing thoughtful design, responsive service, and proven results to every project, so that St. Pete Beach receives smart, effective infrastructure that stands the test of time.



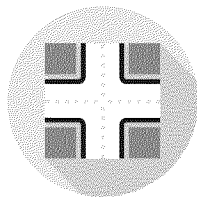


Stormwater

Bolstered by the acquisition of Singhoffen & Associates, a pre-eminent water resources firm in Orlando, **the Halff team has extensive technical experience in comprehensive drainage master planning, urban and rural watershed studies, stormwater management and design, water quality analysis floodplain management, and flood risk reduction.** We have experience working at the local, state, and federal permitting levels, making our team uniquely qualified to provide quality products needed to meet various submittal requirements. Our extensive experience in stormwater planning and analyses also plays into our continued efforts to assist our clients with resiliency. Stormwater consulting will be conducted from the Halff offices in Tampa, Orlando, Tavares, and Jacksonville. With decades of experience in planning, designing and inspecting stormwater management facilities, the Halff team understands the nuances of designing constructable and maintainable control structures. Our projects include the detailed design of facilities that are accessible for maintenance and function as intended over time. Our stormwater designs regularly include detailed erosion and sediment control measures that have included a wide range of best management practices from basic silt fencing to advanced streambank protection. Halff engineers develop and update hydrology and hydraulic models daily, regularly applying Streamline Technologies' StormWise (formerly, ICPR), the USACE's HEC system, and EPA's SWMM and XPSWMM systems. Our engineers also apply SWMM's LID toolbox and UCF's BMPTrains software to evaluate a project's expected pollutant load reduction. Notably, Halff is currently working on stormwater master planning for the City of New Smyrna Beach and was recently selected by Volusia County to provide stormwater services.

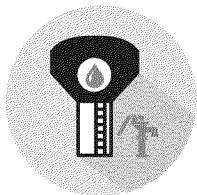
State of Florida's New Nutrient Performance Criteria

The City must approach their stormwater CIP and best management practices (BMPs) under a new lens. The Halff team has the experience and capability of developing standardized BMP details, including denitrification BMPs, based on various applications (e.g., ditch bottom, pond perimeter, etc.) that could be used on multiple project assignments. This approach can reduce design and permitting time and potentially increase the rate of implementation.



Roadway

Reconstruction of existing roads in an urban environment like St. Pete Beach is a complex project involving design in multiple categories within Halff's expertise, including, but not limited to, horizontal and vertical geometry of road pavements, driveways and pedestrian facilities, landscape and hardscape, water and wastewater utilities, storm drainage, signage, pavement markings, traffic signals and street illumination. Halff also is well equipped to provide traffic and storm drainage analysis to support the designs. Our structural group can provide structural engineering services for roadway and drainage structures such as bridges, culverts, retaining walls, headwalls and inlets. Street pavements, driveways, and pedestrian facilities improvements will be designed to meet all applicable standards and regulations. **Halff will assess the condition of the existing water, wastewater, and drainage lines within the roadway reconstruction limits, review any future planned capacity improvements, and make recommendations for improvements to implement during the roadway reconstruction.** Because many city roadways connect to residential and commercial driveways, our design process will carefully evaluate slope and drainage to create improvements that do not negatively impact nearby properties. We will consider both conventional and trenchless replacement/rehabilitation methods and take roadway construction phasing into account in the development of the utility line designs to minimize the impact on the roadway construction schedule. The roadway reconstruction also provides an ideal time to assess and improve the accessibility of the utility lines. Our designs will endeavor to design the utility lines, valves, and manholes to minimize the impact of future operations and maintenance activities on traffic and to improve the safety of maintenance personnel from traffic. The Halff team is fully prepared to undertake this contract and any task assignment assigned by the City. Our key professional and technical staff have the availability to fully commit to requests by the City.



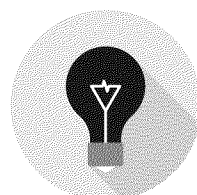
Sanitary/Wastewater

Infiltration and inflow (I&I) reflects the condition of a wastewater collection system, with older vitrified clay pipes being especially prone to cracks. Halff addresses I&I through a phased process: hydraulic modeling to identify high-I&I areas, targeted field investigations (smoke testing, CCTV), and rehabilitation planning. Repair methods include CIPP, open cut replacement, manhole coating, and hardware upgrades, prioritized by condition and risk.

Lift station rehabilitation may include structural repairs, pump and control upgrades, and SCADA or power improvements. Deputy practice leader **Rob Ern, Jr.** leads our Florida water/wastewater practice, which has 800 miles of wastewater infrastructure designed, including lift stations, plant expansions, and I&I reduction programs statewide.

Hydraulic Modeling

Halff has extensive experience in hydraulic modeling for water and wastewater systems, using software such as WaterCAD and SewerCAD (formerly Haestad Methods). WaterCAD enables Halff to design water system components that maintain adequate pressure and flow while minimizing costs for the owner. SewerCAD allows for the modeling of both pressurized forcemains and gravity systems using steady-state analysis and extended period simulations, incorporating standard peaking factors. While the city does not directly manage the potable or reclaimed water main systems, any proposed improvements that may affect this infrastructure must account for potential modifications or relocations. By using WaterCAD, Halff verifies these improvements minimize service disruptions and optimize system performance for residents. **Halff's expertise includes both building new hydraulic models and updating existing ones, with projects ranging from a few dozen to over 10,000 connections.** In addition to WaterCAD and SewerCAD, Halff also utilizes other modeling platforms, including InfoWater and InfoWorks.



Electrical

At Halff, we have a professional team specializing in electrical system designs tailored for water distribution and wastewater treatment. We meticulously analyze your unique requirements, considering capacity, redundancy, and environmental sustainability factors. **Our expertise extends to optimizing pump stations, control systems, and instrumentation for water distribution systems to achieve reliable and energy-efficient water flow.** We endeavor

to implement cutting-edge electrical designs and innovative electrical solutions that enhance the resilience and performance of your water or wastewater system.

Halff's Expertise in SCADA System Assessments

At Halff, we pride ourselves on our extensive expertise in conducting comprehensive SCADA (Supervisory Control and Data Acquisition) system assessments. Our team is adept at identifying and addressing deficiencies in functionality, safety, and energy efficiency within these critical systems.

Identifying Deficiencies

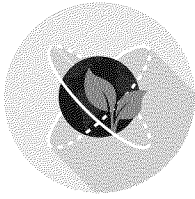
Our thorough assessments are designed to pinpoint areas where SCADA systems may fall short. We meticulously evaluate each system to uncover any weaknesses that could impact operational performance, safety protocols, or energy consumption. By identifying these deficiencies, we help our clients enhance the reliability and efficiency of their SCADA systems.

Collaborative Engineering Approach

Our controls and telecom engineers work together to design resilient SCADA networks using fiber and radio, for efficient, secure, and reliable operations.

Long-Term Strategic Planning

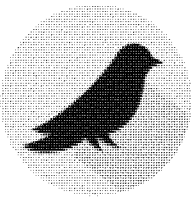
Beyond immediate improvements, Halff is committed to developing long-term strategies for our clients. We work with them to establish standards that embody sustained performance and adaptability. Our strategic planning services are tailored to meet the unique needs of each client for a roadmap of future growth and development.



Environmental Remediation

Halff's approach to environmental projects is to drive them forward safely, cost-effectively, and without prompting from the City of St. Pete Beach project managers. **Halff begins each environmental project with the end in sight that includes upfront planning with all of the stakeholders, especially the regulators.** The goal of any environmental project is to

receive regulatory closure without years and years of ongoing monitoring and numerous rounds of responding to agency comments. Therefore, it is critical to have an agreed-upon plan within the regulatory guidelines to achieve closure in a reasonable time. Safety in an office or a field setting is an important part of Halff's culture and approach to environmental projects. Halff only uses experienced subcontractors who have acceptable safety records, with Florida licenses, and are able to accommodate project budgets and schedules. Even though health and safety plans, safety audits, and safety training might not be deliverables, Halff believes that these safety-related items add value for the City of St. Pete Beach. The goal of Halff and its subcontractors to provide safety-first, excellent service within budget and on schedule. Providing the City of St. Pete Beach with cost-effective services is another important part of Halff's project approach. Running environmental projects with well-defined scopes and realistic schedules allow Halff to operate with cost transparency and good financial hygiene. This builds trust with the City of St. Pete Beach so there are no surprise change-orders, no unexpected budget demands, and no surprises during invoicing cycles. Once the need for site remediation or corrective actions has been determined, the Halff team will complete an evaluation of remedial alternatives. Specific regulatory program requirements and response action objectives will be incorporated into the evaluation of alternatives. These alternatives will consider a variety of cost, logistical, regulatory, and time frame parameters. This up-front evaluation will help develop an approach that is satisfactory to the regulatory agencies and which optimizes the goals and objectives of the City.



Environmental Permitting

Our approach to conducting the ecological evaluation for wetland, aquatic resources, and threatened and endangered species required for assisting with the design and permitting of improvements for the City of St. Pete Beach will be to:

1. Provide an initial desktop evaluation of the project area and adjacent habitat and environmental resources.
2. Conduct the necessary wetland and shoreline delineation and in-water benthic resource survey. Halff will map the location of the ecological resources (e.g., wetlands, submerged aquatic vegetation and hardbottom resources).
3. Halff will conduct the necessary wildlife surveys and document the findings.
4. We will prepare concise and complete environmental permitting support documents and exhibits.
5. Halff will provide supplemental environmental information as required by the regulatory agencies to obtain the required construction permits.
6. review the final permit conditions for specific conditions and compliance measures for avoidance or agency negotiations for conditions that may significantly affect project construction methods, schedule, or costs.

Led by **Drew Sanders** in our Tampa office, Halff's scientists will use wetland and species survey data to refine project designs and minimize impacts on natural resources. They will prepare permit applications and supporting documents for the Southwest Florida Water Management District (ERP) and the US Army Corps of Engineers (Standard or Nationwide Permit). If required, Manatee Protection and Bald Eagle Nest Monitoring Plans will be included. Halff will evaluate mitigation needs using the Uniform Mitigation Assessment Method (UMAM), advise on the best mitigation option, and aim to use existing mitigation banks. If credits aren't available, onsite habitat alternatives will be explored. Halff will address any requests for additional information and coordinate with agencies like FWC, FWS, and others to verify permits meet project goals without unnecessary compliance burdens.

QUALITY CONTROL

At Halff, implementing a quality review process is an essential component of our workflow. We have established a toolbox of quality control best practices and lessons learned that have evolved from our firm's lengthy history of serving public clients and delivering excellence and exceptional value. **Our Quality Management Program is founded on a commitment to achieve consistent performance through continuous improvement as well as the delivery of quality work that is on schedule and within budget.**

Nick Charnas, PE will manage the quality control review of the team's deliverables, overseeing QA/QC efforts by personnel within each individual discipline. During project quality control, Nick will focus on document integrity, accuracy, coordination between disciplines, and compliance with jurisdictional codes and ordinance requirements. We at Halff express our commitment to delivering comprehensive engineering solutions that meet and exceed the City of St. Pete Beach's requirements. Our team at Halff is confident in our ability to execute City projects, while incorporating robust quality control methodologies, adhering to internal QA/QC processes and procedures, and providing innovative energy-efficient designs.



Quality Control Methodology

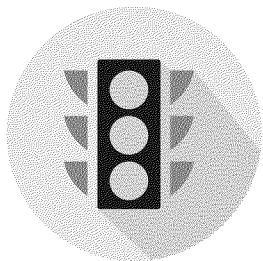
At Halff, we prioritize quality throughout every project we undertake. Our quality control methodology is designed to verify the customary standards of workmanship and adherence to industry best practices. Our approach includes:

1. **Comprehensive Document Review:** We will conduct meticulous reviews of all design and construction documents to identify any potential errors, omissions, or discrepancies before they become issues in the field.
2. **Site Inspections and Audits:** Regular on-site inspections and audits will be performed to assess construction quality, compliance with plans and specifications, and conformance to safety regulations.
3. **Testing and Verification:** Our team will work with staff and contractors to oversee testing and verification of critical systems and components to confirm their functionality and efficiency.

INTERNAL QA/QC PROCESS AND PROCEDURES

To uphold our commitment to excellence, we have established internal QA/QC processes and procedures that our team strictly adheres to. These processes encompass the following:

1. **Multi-Disciplinary Review:** Our staff from different disciplines collaboratively review design elements, identifying opportunities for integration and optimization.
2. **Peer Review:** All designs undergo a peer review process to encourage constructive feedback and improve overall design quality.
3. **Continuous Training and Development:** Our staff participate in regular training and professional development programs to stay abreast of the latest industry trends and technologies.



B. TRANSPORTATION PLANNING & DESIGN SERVICES APPROACH

Halff has successfully completed multimodal transportation planning

and design projects for numerous municipalities, which involve transportation planning, project development, traffic engineering, intersection analysis, signal design, roundabout feasibility, intelligent transportation systems, and much more. From analysis to operation, our Multimodal Transportation Planning and Analysis teams have the experience required to provide the services requested by the City of St. Pete Beach in the RFQ. From micromobility to electric vehicles, bicycle and pedestrian facility planning and design, and complete streets policies and principles, the Halff team has the expertise to complete the required Task Work Orders within the agreed upon budget and schedule.

Bicycle and Pedestrian Facilities

Halff has planned and designed over 100 miles of bike and pedestrian trails and more than 50 major parks across Florida and Texas, many featuring community branding and wayfinding. Our collaborative, client-focused approach emphasizes stakeholder engagement and implementable designs. With decades of experience in trail planning, design, permitting, and construction, we guide stakeholders through key considerations—location, safety, access, materials, and environmental challenges—to shape effective trail connections. We use 2D/3D visuals to communicate concepts clearly.

Our designs follow key standards, including FDOT manuals, the Florida Greenbook, MUTCD, and AASHTO guidelines. Accurate data collection and management are central to our process, with all sources verified, cross-referenced, and documented to support sound analysis and decision-making.

Access Management

Transportation facilities serve two key functions: mobility (efficient movement) and access (entry to properties or systems). For vehicles, these needs often compete, requiring careful planning to balance them. However, for bicyclists and pedestrians, access and mobility complement each other—improved access leads to safer, more direct routes. Poor access can increase conflict points and unsafe behaviors.

Halff has experience evaluating access management based on roadway function and context, while supporting balanced, multimodal mobility.

Mobility and Demand Management

Transportation Demand Management (TDM) uses strategies to expand travel options, reduce reliance on single-occupant vehicles, and minimize congestion and environmental impacts. Its focus now includes bike/pedestrian safety, mobility for underserved populations, and adapting to emerging transportation technologies. Halff can help the City develop a coordinated, equitable TDM framework, backed by data analysis and tailored strategies to support local and regional mobility goals.

Feasibility Studies

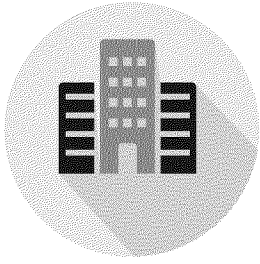
Feasibility Studies are utilized to evaluate project alternatives by comparing the project's potential effect on the social, cultural, natural, and physical resources. In addition, a feasibility study typically includes coordination with resource and regulatory agencies and the public, as well as developing a cost summary for comparison purposes. The information contained in a feasibility study is used to assist with preparing a PD&E or moving directly into design of the recommended or preferred alternative. The Halff team has completed dozens of feasibility studies for trails, pedestrian and bicycle facilities, roadways, transit and other infrastructure investments.

Complete Streets

Complete Streets serve the transportation needs of transportation system users of all ages and abilities, including pedestrians, bicyclists, transit riders, motorists, and freight handlers. With a Complete Streets approach, every non-limited access state roadway project is uniquely planned and designed to serve the context of that roadway and the safety, comfort, and mobility of all users. Halff's team has extensive experience designing projects using context sensitive, complete streets approach that builds on flexibility and innovation to verify roadway planning and design consider community needs.

Safety Assessments

Halff offers comprehensive safety services, including crash analysis, safety countermeasure design, traffic impact studies, sidewalk design, and traffic control, signal, and signage plans. With over 30 years in Tallahassee, we bring deep local knowledge and strong relationships with municipalities and FDOT.



C. ARCHITECTURAL DESIGN SERVICES APPROACH

a. BUILDING DESIGN

Kimmich | Smith Architecture, LLC has developed a unique, structured process that fosters

communication and coordination between clients, consultants, and the design team. This approach integrates clear expectations that are set early with detailed feedback, which is addressed throughout the project lifecycle.

KSA recognizes the common frustrations experienced by clients in the architectural and construction industries—such as poor communication, missed program elements, and design teams that fail to prioritize client goals. These issues often result in delays, added costs, and strained relationships among stakeholders.

To combat the industry-wide status quo, KSA has created a specialized methodology called P.I.E.S. (Project Integration Executed Successfully). This process aligns each client's goals and needs with the design team's creative vision and technical skills, along with the construction team's practical expertise. The result is a collaborative, transparent, and efficient project execution.

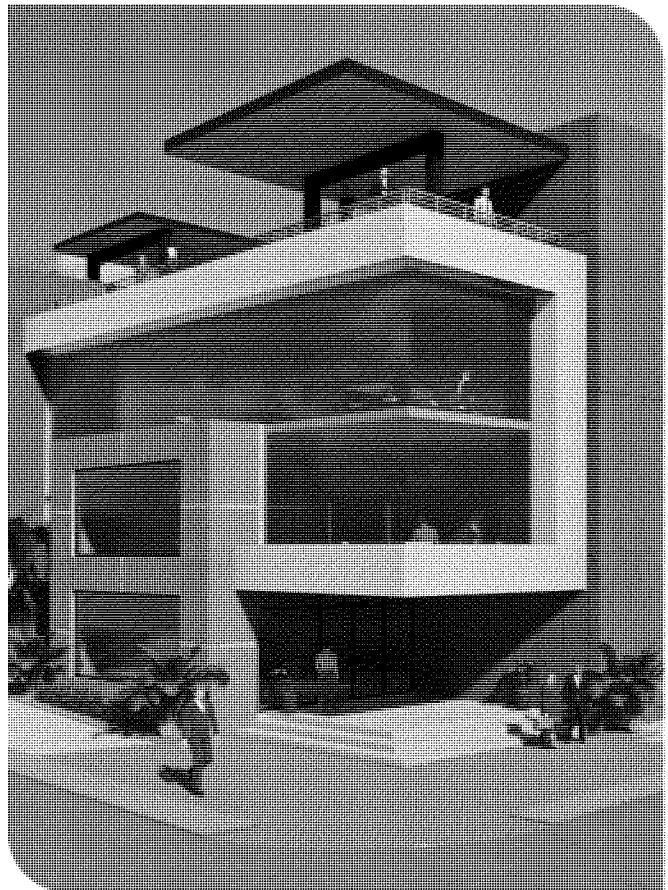
At the heart of the PIES process is thorough early-stage due diligence. KSA uses custom project-specific questionnaires to gather essential information to outline a clear path forward for design and coordination. Clients receive regular updates, including weekly progress reports and milestone deliverables, supported by follow-up meetings to keep everyone informed. An urgency-based communication system allows clients to flag priority issues for immediate attention, promoting responsiveness from the design team.

Internally, KSA reviews projects against initial client questionnaires, quality control checklists, and code compliance standards. Coordination with consultants and engineers is continuous, supporting accuracy and alignment with client expectations.

KSA also incorporates a Design Assist methodology, involving a qualified General Contractor during the design phase. This early collaboration allows for cost estimating, constructability reviews, and insights on material availability. Ideally, subcontractors are engaged as well, offering technical feedback that minimizes surprises, RFIs, and change orders during construction—ultimately leading to a more streamlined and cost-effective build.

The implementation of the PIES process results in projects that are more aligned with client goals, completed on schedule, and delivered with significantly less stress. KSA's commitment to responsiveness, transparency, and integration distinguishes its approach from traditional, often fragmented design workflows.

Each project is unique, and the PIES process is tailored accordingly—whether expanded or condensed—based on the specific needs, program requirements, and scale of the project.



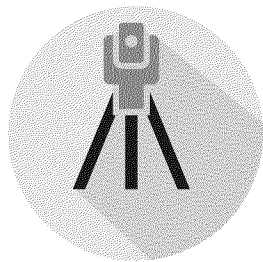
b. LANDSCAPE ARCHITECTURE DESIGN SERVICES APPROACH

Halff recognizes the significance of landscape architecture in various projects. By collaborating with other team members within this proposal, Halff provides a holistic approach to any project. This interdisciplinary collaboration allows for fresh perspectives and innovative solutions that align with budget constraints. Our team has experience working on a wide range of projects, including but not limited to master planning, parks, and streetscape designs. Through our experience, we understand the importance of not only considering a design within the project limits but also its relationship with the adjacent neighborhood and region. We focus on establishing the intended user and envisioning the final product.

Landscape Architecture projects will be led by **Martin Steffen** in our Tampa office. We believe in the power of ideas and use them to imagine, plan, and design enduring places such as multipurpose parks, bike and pedestrian trails, and beautiful streetscapes. Our design's focus is on the interrelationship between the built environment, landscapes that surround it, people who come, and prosperity these landscape architecture designs create today and for future generations. For the last 36 years, the primary focus of the Halff Planning and Landscape Architectural (PLA) practice has been working with public agencies. Our PLA municipal work includes streetscape projects, municipal building landscape enhancements, parks, sports complexes, trails, park and trail planning, citywide park and trail master planning, third-party park related review services and program management.

On all landscape architectural projects for public agencies, we understand the importance of adherence to codes and standards. Our PLA personnel have a clear understanding of industry best practices. On all of our public agency projects we focus on how our recommendations and design decisions will impact the citizens. This philosophy encourages engagement between our team, the City, and stakeholders to collectively work together with a shared purpose and end goal in mind.





D. SURVEY SERVICES APPROACH

Hyatt will spearhead all survey field and office work necessary for design and permitting. Halff has a long and successful working

relationship with Hyatt. Hyatt has been providing services in Florida for decades and will use seasoned crews from their Tampa office on this contract. The team's specialties include all types of land surveys, maintenance mapping, boundary surveys, topographic surveys, and route surveys for roads and transmission lines. Halff's **Suzanne Osborne, PSM** will assist the Hyatt team. Hyatt Survey's Approach to provide on-going land surveying and mapping services is outlined below:

A. Planning Phase

Hyatt Survey will collaborate with the client to determine the most efficient, cost-effective approach for each Work Assignment. The Project Manager will oversee all tasks to verify client goals are met, with all services managed by Hyatt Survey for the duration of the contract. Any deviations will be submitted for client approval.

The Project Manager will coordinate with the client's representative to review findings and confirm the proposed approach.

B. Production Phase

1. **Project Setup:** Project details including manager, client, location, scope, fees, and schedule are entered into Hyatt Survey's database.
2. **Preliminary Research:** The project manager retrieves horizontal/vertical control and boundary data using sources such as NGS, LABINS, government field notes, or client records.
3. **Planning & Crew Assignment:** Equipment and methodology are selected, and the appropriate field crew is assigned.
4. **Field Briefing & Control Recovery:** The crew is briefed, visits the site with the project manager to review conditions, and recovers control points before beginning data collection.

5. **Field Oversight:** The project manager conducts periodic field checks to maintain quality and accuracy.
6. **Data Management:** Crews download data and scan field notes daily; upon completion, all files are compiled and delivered to the office.
7. **QA/QC & Processing:** Office staff performs QA/QC checks and processes survey data to meet project specs and standards.
8. **CAD Preparation:** Raw data is converted to field book files and imported into CAD for drawing creation.
9. **Final Drafting:** CAD files and reports are prepared in accordance with client specifications.
10. **Progress Monitoring:** Weekly reviews during fieldwork and drafting maintain quality control and adherence to deadlines.

C. Quality Management Plan

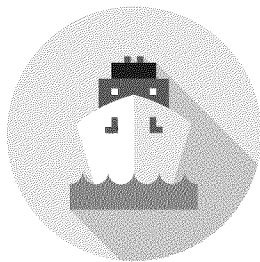
Hyatt Survey Services, Inc. upholds a strong commitment to Quality Assurance and Quality Control (QA/QC) in all aspects of its operations, making sure of timely, accurate, and cost-effective deliverables for every client. Our QA/QC plan applies to both field and office efforts and is built around qualified personnel, detailed planning, and ongoing oversight.

D. Field Quality Control

All field staff are thoroughly trained, briefed on the scope of work, and equipped with detailed project files, including control data and safety information. The project manager assists with initial mobilization and performs periodic site visits for quality and efficiency. Field data is collected electronically and uploaded daily to safeguard against data loss.

E. Office Quality Control

Our office team includes licensed surveyors and certified technicians, all experienced in CAD and data processing. Each project is thoroughly reviewed for technical compliance and data accuracy before drafting begins. Field data is verified and bench runs are manually checked. The project manager oversees final product development and checks that all client feedback is addressed prior to final submittal.



E. MARINE FACILITIES SERVICES APPROACH

Moffatt & Nichol (M&N) has provided waterfront infrastructure

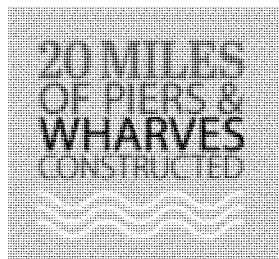
services for local, state, federal, and private clients, since being founded in 1945 to provide design engineering services to the United States Navy and the growing recreational and commercial waterfront around the United States and throughout the world.

Today, the firm has grown to more than 40 offices around the world, including a local office in Tampa, and is consistently ranked among the top firms for "Port and Marine Facility Design" by Engineering News-Record. Supporting waterfront infrastructure has been our core business for more than 75 years. M&N remains tightly focused on our primary mission—providing excellence in service for marine planning and engineering, design, and construction.

We have specific experience in the Marine Facilities called for in this RFQ, including:

- seawalls, including concrete, vinyl,
- sheet pile and living shorelines,
- piers,
- floating and fixed docks,
- pile supported structures
- beach and vehicle access
- sand dune restoration, nourishment & preservation

Waterfront Structure & Marina Planning Design



M&N is recognized throughout the world for our role in the evolution of modern marina and small craft harbor design. We have been involved in the planning and design of urban waterfront projects worldwide, with our role

typically focused on the waterfront structures and facilities of such developments. This comprehensive understanding enables M&N to act as the preferred adviser and technical consultant on projects and due diligence transactions for a wide variety of clients in the infrastructure sector, including marina operators and owners, port authorities, governments, investment banks and the wider financial community.

Planning Phase

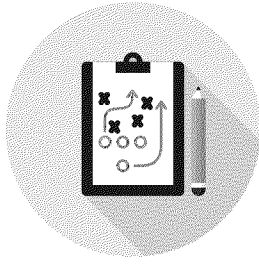
M&N will collaborate with Halff to determine the most appropriate approach to meet the vision the City of St. Pete Beach has for the project and how best to serve the community. **Nancy Lehr** will oversee all tasks, gather in-house experience, and verify the client's overall goals are met on time and on budget.

Production Phase:

1. **Fieldwork** – good field data is the foundation of effective planning and design and a key step in preparing clear design documents. M&N will collaborate with Halff, the team, and the city to review data needs and develop an efficient and effective plan for gathering data.
2. **Permitting** – Waterfront permitting is a delicate balance between needs and wants of the boaters and good stewardship of the environment. We approach permitting as a partnership to enhance the waterfront for all through thoughtful discussion and collaboration.
3. **Engineering Design** – Beginning with a Basis of Design, this acts as the outline for all background data, codes and assumptions used during design. Typically, once we have reached the 30% design to reflect overall plan and typical sections, these act as a base for permit level drawings. Moving through other design phases, we progress drawings and specifications to add more detail and document the entire construction process.
4. **Quality Control and Quality Assurance** - Quality Control and Assurance are fundamental to our Team's philosophy. We have a strong track record of meeting client expectations regarding project quality, budget and schedule. This is a reputation our team is proud to uphold. M&N is one of the leading engineering and environmental consulting firms in the world. A cornerstone of this reputation is our commitment to quality. We are also ISO 9001-certified the entire company with routine audits on project management and quality control.

Ability to Meet Schedules and Deadlines

M&N places a high value on meeting delivery schedules. A schedule is established for each project and critical dates are identified at the outset. Milestones and delivery dates are monitored not only by the Project Manager, but also by the Principal-in-Charge. M&N will deliver this project's products on time.



G. URBAN DEVELOPMENT PLANNING SERVICES APPROACH

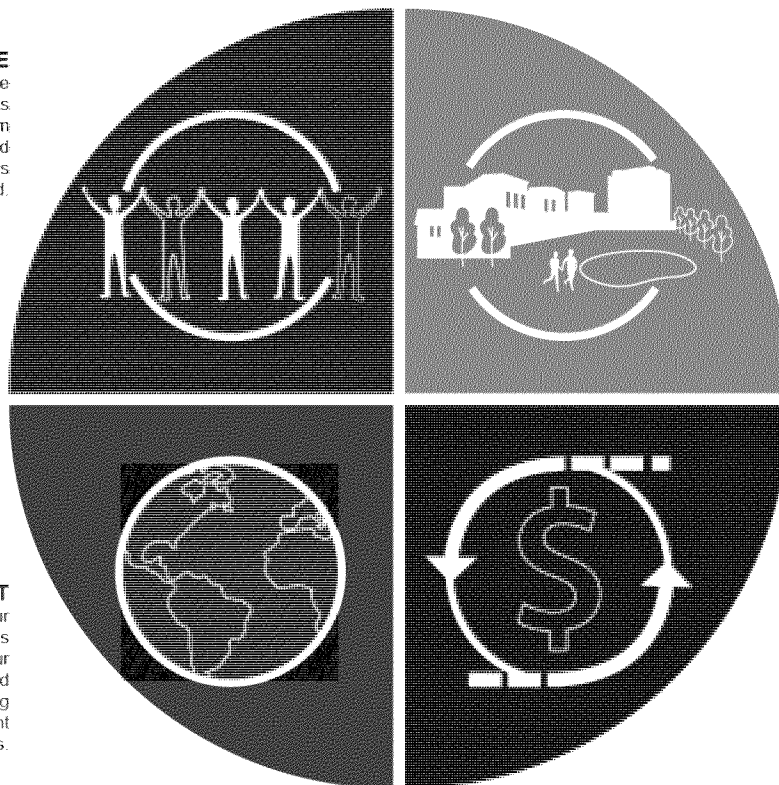
Halff assembled a planning team of seasoned professionals with expertise in every aspect of comprehensive planning and design. We believe in having a core group of highly experienced professionals who can be with the City throughout a comprehensive effort from beginning to end. Halff team members assigned to any planning efforts are extremely well qualified in the following areas: comprehensive planning, green ways planning, development review impacts, urban planning, zoning, the public hearing process, master planning, companion plans, land use issues, special and conditional issues, subdivision regulations, growth management regulations, and public involvement.

Planning services will be provided from our Tampa office, led by **Isabelle Albert, AICP**. Our planners are committed to shaping and revitalizing communities through ideas that generate economic growth and create sustainable solutions. Halff's award-winning comprehensive plans, parks master plans, corridor plans, downtown planning, active transportation plans, streetscapes, and master-planned communities focus on the relationship between people, planet, prosperity, and place. These strategic visions, influenced by public engagement, help imagine the future.

THE HALFF ADVANTAGE

- Halff's talented professionals are involved early in the process to develop a plan that seamlessly integrates built elements with the natural environment.
- We achieve resident buy-in of a vision through meeting facilitation and public input when required.
- We offer a multitude of planning services.

PEOPLE
We transform the lives of the people we serve. Our ideas serve the people who use them through an informed understanding of their needs and desires for moving forward.

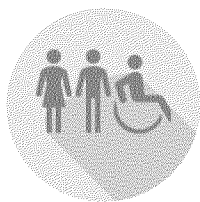


PLACE
Our legacy is embodied in the places we bring to life. Our ideas create inspiring and usable places that foster strong, lasting connections for the people who use them.

PLANET
We are stewards of our environment. Our ideas preserve and conserve our most valued assets and focus on creating sustainable and resilient outcomes.

PROSPERITY
We understand that an enduring future must also be fiscally sustaining. Our ideas embrace the difficult decisions necessary to create opportunities to grow and create lasting value.

**OUR CORE VALUE PILLARS:
PEOPLE, PLACE, PLANET, AND PROSPERITY**



H. ADA COMPLIANCE REVIEW & IMPLEMENTATION PLANNING

SERVICES APPROACH

Benesch's ADA Experience

Benesch will lead ADA Compliance. The Benesch ADA practice began in 1990 to help cities deal with the myriads of requirements and issues that are critical to successfully design, provide, and maintain accessible services to people of all abilities.

Their primary goal has been to develop practical and implementable solutions to maintain accessibility for all of our clients' stakeholders. Achieving this goal has been facilitated through the experience and knowledge of dedicated ADA Compliance staff, consisting of PEs, AICPs, and AI/PEs.

As a result, Benesch is capable of and committed to providing our clients with solutions that are specific to their community and contribute to a successful and accessible experience for their residents, visitors, and staff, both today and in the future. Benesch offers ADA Compliance, planning, and support in a wide variety of topics, including:

- Website and Online Information
- Physical Compliance
- Review of projects for compliance
- Investigating complaints and recommending corrective action
- Website and Online Information

Benesch will review the City of St Pete Beach's website and online information services for inconsistencies in color contrast, text characteristics and text-to-speech coding for compliance with Section 508 of the Rehabilitation Act and Web Content Accessibility Guidelines (WCAG). Our ADA Specialists have found that software-only testing of websites and online materials only detects a fraction of the WCAG deficiencies. Therefore, our best practices for a full WCAG audit include using a combination of specialized software to automatically scan the websites and online materials, followed by a manual review of the front-end code and a thorough examination by our ADA

specialists using human assistive technology, such as the JAWS screen reader, to fully test and determine what elements within each of these websites and services are compliant and which elements need to be improved.

Recommendations for the City's website will be documented in a detailed Web Accessibility Audit report and will include information on the individual elements that are not in compliance.

Investigating Complaints and Recommending Corrective Action

ADA enforcement is often complaint-driven, and many issues escalate to the DOJ after being ignored at the local level. Benesch can act as a mediator between the City and complainants, helping investigate and resolve valid concerns early. This proactive approach can prevent costly DOJ involvement and improve outcomes for all affected.

Physical Compliance

Benesch's ADA experts understand the legal complexities of accessibility standards, including the 2010 ADA Standards and Florida Accessibility Code. We offer cost-effective solutions from assessments to post-construction review. Our ICC-certified staff are nationally recognized for ADA compliance expertise, providing qualified support. Benesch is ready to help St. Pete Beach address existing and future ADA needs, promoting accessibility for all.

Review of Projects for Compliance

Benesch's PEs and certified AI/PEs are experienced in reviewing construction documents for compliance with ADA, FAC, PROWAG, and other accessibility standards. Our thorough reviews catch issues early, helping prevent costly post-construction fixes. This expertise can help St. Pete Beach avoid common accessibility oversights.





I. FINANCIAL SERVICES APPROACH

Halff is intimately familiar with the processes and requirements of all locally administered state-funded

grant programs. Having an in-house and Florida-based full-service Grant Administration team, design team and CEI team, we are frequently called upon to support counties, cities, municipalities, and planning organizations with the preparation, facilitation or implementation of grant-funded projects. Funding support will be provided by our Tampa and Jacksonville offices. Halff understands that the ongoing implementation of the City's CIP program is an expensive and prolonged effort. It may need to take advantage of a variety of funding sources and strategies to implement the necessary projects that will provide the infrastructure and facilities to achieve the City's overall goals.

Our staff includes **Lisa King, GPC**, an experienced grants funding manager with more than 30 years of experience assisting Florida municipalities obtain grant funding for capital improvement infrastructure projects. Lisa has successfully obtained over \$300 million in grants for Florida local governments, including Seminole County, the City of Umatilla, Panama City, and Pasco County. In addition to helping the City obtain funding, she will also be responsible for verifying that any project involving grant funding adheres to the grant-specific requirements throughout the life of the project.

Halff's funding resources team can develop a funding strategy to match your priorities with ideal grant and loan options, prepositioning applications for success. The team reviews current capital improvement plans (CIP) and other local plans, meets with your team to gather priorities and lists of projects "sitting on the shelf," and develops a roadmap for grant success. Focusing on the right grants and loans for your project can reduce hours spent reviewing grant notices that do not fit your needs. **Halff guides your team to local, state, and federal grants, and identifies which make sense for the St. Pete Beach community.**

Florida Grant Experience



STATE REVOLVING FUNDS
GRANTED

\$52M

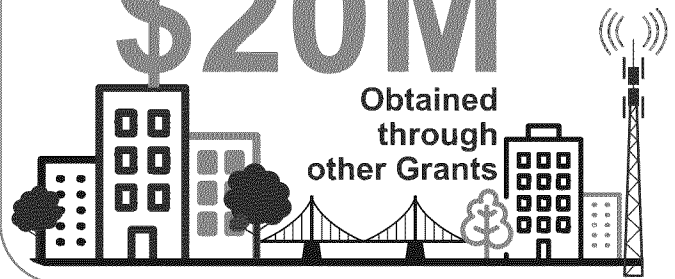


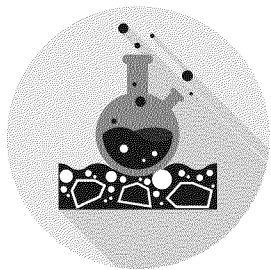
FRDAP Grants

\$10.3M

\$20M

Obtained
through
other Grants





K. SOIL & MATERIAL TESTING SERVICES APPROACH

AREHNA has successfully

provided engineering services on multiple Continuing Services and District-Wide contracts for Design, Minor Design, Minor Bridge Repair, Drainage and Landscape, as well as Geotechnical and Materials Testing contracts for the City of St. Pete Beach, Pinellas County, FDOT and has a thorough knowledge of the City's specifications when dealing with unique challenges such as dewatering, foundation selection and constructability considerations, such as noise and vibration considerations. **The primary considerations that we have identified for this contract are as follows:**

- **Communication** - Upon receipt of a Task Work Order (TWO), AREHNA will coordinate with the Project Manager to gain an understanding of the project as well as develop and refine the scope, schedule and specific requirements. We will work closely with the Project Manager and the project design team, carefully consider project information, and provide the most cost-effective solutions to the challenges faced on each TWO.
- **Scheduling** - Typically TWOs for this type of contract require quick turnaround time. AREHNA's in-house drilling and pavement coring capabilities gives us control of our schedule and the ability to meet the most aggressive project schedules.
- **Safety** - Our investigations within the ROW will adhere to the standard indices to keep our workers and the travelling public safe. Proper permits will be obtained, and utilities will be coordinated, so that there are no conflicts with our boring locations.
- **Innovation** - Considerations for construction techniques that reduce vibrations near existing structures. Use of geophysics to characterize sites, when applicable.
- **Cost Saving** - Review and incorporation of existing geotechnical data, optimized foundation design.
- **Knowledge** - Extensive experience with site characterization and mitigating geotechnical-related issues and subsurface conditions throughout the City.



F. References

RELEVANT EXPERIENCE WITHIN THE PAST FIVE YEARS

Halff Continuing Contracts Project Experience Sampling						
The following exemplify how Halff's previous experience can fulfill the City's long-term goals.						
	Civil Engineering	Surveying and Mapping	Planning and Urban Design	Transportation Planning	Landscape Architecture	Environmental Consulting
City of St. Pete Beach 2017 - Present	*	*	*	*	*	*
City of Treasure Island 2018 - Present					*	
Pinellas County Utilities Engineering 2022 - Present	o	*	*	o	*	*
City of Tampa 2002 - Present	o	*	*	o	*	o
Bay County 2000 - Present	o	*		o	*	o
Brevard County Continuing Services 2025 - Present	*	*				*
City of Clermont 2009 - Present	o	*	*		*	o
City of Clearwater 2023 - Present	*	*				
City of Daytona 2021 - Present	o	*				
City of Deltona 2020 - Present	o	*				
City of Edgewater 2020 - Present	o	*		*		o
City of Groveland 2017 - Present	*	*		*	*	o
City of Leesburg 2018 - Present	o	*		o		o
City of Lynn Haven 2021 - Present	o	*		*		o
City of Mascotte 2003 - Present	o	*	*	o		o
City of Mount Dora 1992 - Present	o	*	*	o	*	o
City of Panama City 2021 - Present	o	*		o	*	o
City of Panama City Beach 2021 - Present	o		*	o	*	
City of Tallahassee 2010 - Present	o			o		
City of Tallahassee Utilities 2010 - Present	o					
City of Tavares 1988 - Present	o	*	*	*	*	o
City of Umatilla 2007 - Present	o	*	*	o	*	o
Lake County Survey 2009 - Present		*				
Lake County Engineering 2009 - Present	o	*	*	o	*	o
Pinellas County Environmental 2021 - Present	o	*				o
Pasco County Stormwater 2022 - Present	o	*				o

City of St. Pete Beach General Services

Description of Client: City of St. Pete Beach | St. Pete Beach, FL

Description of Services Provided:

BOCA CIEGA DRIVE STREET AND DRAINAGE IMPROVEMENTS

The project scope included development of engineering plans and contract documents for drainage improvements within the study area. An ICPR model was created to analyze the existing piping network as well as the proposed pipe/inlet sizing and regrading of the street.

36TH AVENUE SEAWALL REPAIR

Halff was authorized by the client to provide design and permitting services for a living seawall at the outfall of 36th Avenue.

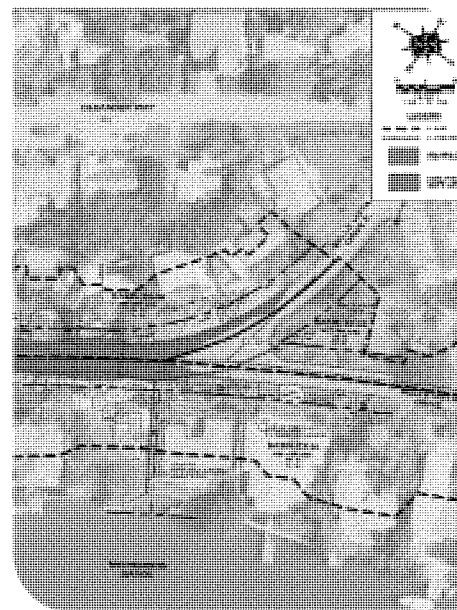
This project's primary goals include repairing the existing seawall along Boca Ciega Bay in St. Pete Beach, raise the seawall elevation two feet to prevent future damage from sea level rise, and to beautify and naturalize the wall with a living shoreline in front of the seawall.

DUNE DRIVE CROSSOVER REPLACEMENT

The City has requested Halff to develop a BODR to address improvements to the existing headwalls, demolishing/removal of the existing 51st Avenue structure and reconstruction of a new ADA compliant pedestrian cross-over. The 52nd Avenue crossing will be evaluated for complete removal and replacement, or demolition/removal/reconstruction of the structure deck and railing. This crossover was designed for vehicle loads as per the existing structure (The City provided the design vehicle criteria). An Alternative Material Evaluation was provided for each of the crossovers. Halff evaluated four (4) alternative materials for each crossing.

DON CESAR AND BOCA CIEGA AREA AREA-WATER THREATS ANALYSIS AND MITIGATION STUDY

This project involved focusing on five geographic areas to be studied as part of the Water Threats Analysis and Recommended Mitigation Project implementation to address increased flooding risks projected as a result of sea level rise. This strategy included water threats to the island and considered transportation mobility, critical infrastructure protection, private property preservation and economic stability. The five geographic areas included: North, Northeast, Don Cesar and Boca Ciega, Pass-A-Grille, and Gulf Coast.



Reference

Camden Mills, PE
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
727.363.9254
cmills@stpetebeach.org

Total Value of Services

Provided: \$3.77 million to date

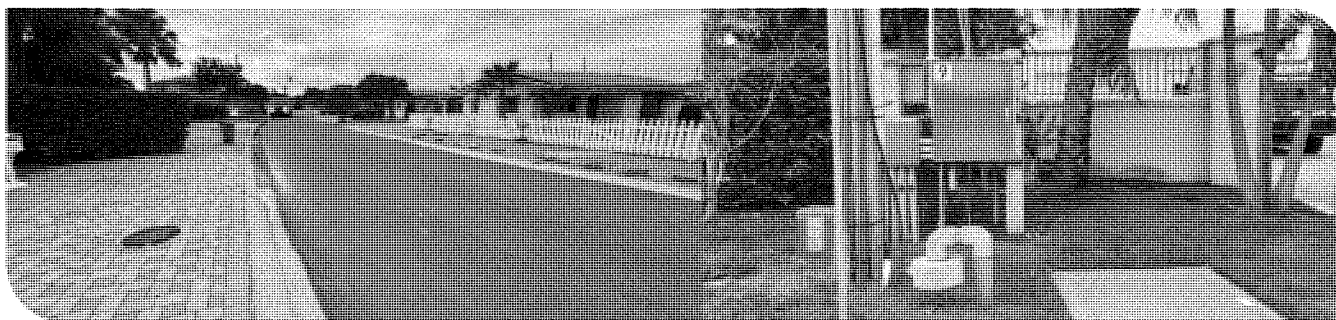
Project Start Date: January 2017

Project Completion Date:

Ongoing

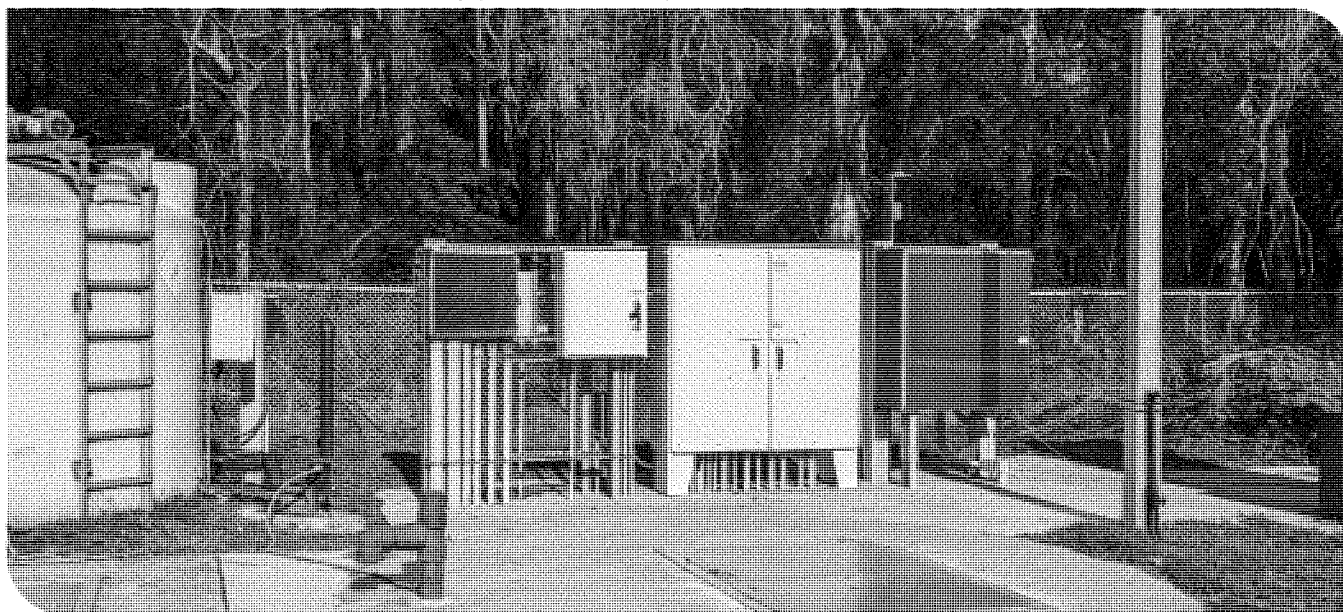
Scope: General engineering services

Firm role: Prime consultant



Pinellas County Utilities General Services Agreement

Description of Client: Pinellas County | Pinellas County, FL



Description of Services Provided:

Provided engineering services for the implementation of the Utilities Department CIP on an as-needed basis. Projects included pipelines, facilities, and operations related to water, sanitary sewer, and reclaimed water utilities. Required work may include mapping/GIS services, planning, and construction management.

PUMP STATION 387 FORELOCK ROAD FORCE MAIN REPLACEMENT

This project included the replacement of approximately 5,500 linear feet of 12" PVC force main via a combination of horizontal directional drilling and open-cut construction methods.

54TH AVE N 24-INCH FORCE MAIN

Halff provided modeling, design, permitting, and construction administration for the replacement of 1,400 feet of deteriorating 24-inch PCCP force main along 54th Avenue, which connects to a 30-inch main at the South Cross Bayou Treatment Plant. Due to intermittent failures, Pinellas County is replacing the PCCP with fusible PVC. Halff's replacement design reflects this material change. During this ongoing design and permitting, Halff produced a modeling report showing improved system head and reduced total dynamic head (TDH) by about two feet at Lift Station 126, while maintaining a flow rate of 5,383 GPM. Most of the new 24-inch PVC force mains were installed via horizontal directional drilling (HDD), especially where it crosses Saint Joe's Creek—a USACE-regulated wetland. Halff is actively coordinating with USACE to secure the necessary Construction Sub-aqueous Utility and Transmission Line permit.

53RD AVE N FORCE MAIN

Halff provided professional engineering design, hydraulic modeling, bid phase, and construction phase services for the replacement of an existing 20" and 24" prestressed concrete cylinder pipe (PCCP) force main of 2,860LF in 53rd Avenue N, from Duhmee Road to a point of connection east of Seminole Boulevard.

Reference:

Trevor Singh
Pinellas County
14 S. Ft. Harrison Ave.
Clearwater, FL 33756
727.464.3536
tsingh@pinellas.gov

Total Value of Services Provided: \$1.6 million

Project Start Date: June 2022

Project Completion Date:
January 2025

Scope: General engineering services

Firm role: Prime consultant

Pinellas County Continuing Engineering Services

Description of Client: Pinellas County Public Works Division of Environmental Management and Stormwater | Pinellas County, FL

Description of Services Provided:

COUNTY-WIDE H&H MODELING

Halff created a county-wide H&H model (ICPR4) for 52 watersheds to forecast flooding for planning purposes. We simulated 20 synthetic storm events, identifying flood depths at 5,000+ locations. By correlating gage elevations with flood risks, floodplain managers can proactively anticipate flooding. A county-wide model was compiled and running within two months. We assessed more than 98,000 locations along with buildings and roadways. Future work includes refining the model for real-time flood forecasting.

PEER REVIEWS

The County routinely turns to Halff for our modeling expertise in large watershed master plans. Our peer review included a GIS comments geodatabase consolidating feedback, responses, and actions, along with a summary report. Recent peer review projects for the County included Anclote River WMP, Lake Tarpon, and Brooker Creek watershed within the last three years.

BAYPOINTE STORMWATER PARK AND CONSERVATION AREA

Halff is currently conducting stormwater park design for the Baypointe Stormwater and Conservation Area. The project aims to convert a closed golf course into a stormwater park to mitigate extensive flooding in the surrounding areas. Our team prepared a 228-acre H&H model and developed five conceptual park designs, which were presented to the community. The final design, currently underway, includes pedestrian trails, landscape design, and a combination of wet ponds, dry ponds, and filtration trenches. The design also considers soil remediation recommendations.

LIVING SHORELINES

As part of the County's water quality improvement and shoreline stabilization efforts, Halff designed and implemented the Ozona and Philippe Park Living Shorelines. Both included permitting through the SWFWMD and USACE and development of construction plans. The Ozona Living Shoreline was installed during just several volunteer installation days. Construction was completed in 2022.



Reference

Lisa Foster, CFM
Pinellas County
22211 US 19 North
Clearwater, FL 33765
727.464.8962
lfoster@pinellas.gov

Total Value of Services

Provided: \$3.6 million

Project Start Date: June 2016

Project Completion Date:

December 2024

Scope: General engineering services

Firm role: Prime consultant



City of Clermont Continuing Services Contract

Description of Client: City of Clermont | Clermont, FL



Description of Services Provided:

CDBG ROAD AND STORMWATER IMPROVEMENT PLANS

Halff redesigned the road section on Bloxom, installing standard F curbs and ADA-compliant sidewalks, repairing driveways, and connecting to a stormwater collection system leading to a permitted pond. The project included upgrading a 2-inch water main to a 6-inch one more than 2,000 feet in length. Halff also provided CDBG grant funding assistance, FDEP permitting, SJRWMD drainage exemption preparation, and construction administration services.

DOWNTOWN STREETSCAPE PHASE 1, 2, AND 3

Halff provided survey, engineering design, project coordination, and construction management for the City of Clermont's Downtown Master Plan. The Streetscape Phase 1 project on Osceola Avenue aimed to enhance parking, walkability, and safety for pedestrians and cyclists. Key features included a designated meeting area, landscaping, pavers, traffic calming, improved stormwater, potable water, sanitary sewer systems, event electrical power and lighting, and integration of the Legacy Loop bike trail.

CITY OF CLERMONT BOAT RAMP

The boat ramp project was 8.68 acres of project area. It included two double boat ramps, finger piers next to the ramps and a 10-slip floating dock system for temporary mooring. Site work also included realignment of the coast-to-coast trail around the perimeter of the site, 100 parking spaces for trucks and trailers, handicap parking, and a restroom facility. Permitting was with both SJRWMD and USACE.

SUNBURST LANE WTP EXPANSION

The project included the construction of two new well houses, installation of new well pumps for the lower Floridan wells, construction of a new 2.0-mg ground storage tank, pH adjustment system, and yard piping modifications. Halff provided project administration services, surveying, environmental and geotechnical investigations, final design, permitting, bidding assistance, and construction administration services.

Reference

Stoney Brunson
City of Clermont
685 West Montrose Street
Clermont, FL 34711
352.394.7177
SBrunson@clermontfl.org

Total Value of Services

Provided: \$5 million

Project Start Date: January 2009

Project Completion Date:
December 2024

Scope: General engineering services

Firm role: Prime consultant

City of Treasure Island Engineering/Mapping/ Landscape Architectural Services

Description of Client: City of Treasure Island | Treasure Island, FL



Description of Services Provided:

TREASURE ISLAND CAUSEWAY MEDIANS

Treasure Island Causeway is a 1.5 mile main thoroughfare into the City of Treasure Island that has recently been under construction for roadway improvements. As a main entry into the coastal community, the City desired to include an enhanced landscape design within the medians.

Halff initially developed two conceptual designs with renderings, plant photo board, estimated costs, and blooming calendar for a public meeting. Both designs utilized Florida friendly plants and principals, City staff coordination, and resident input to develop a Signature Plant Palette for branding purposes to be used at key locations that encompasses a variety of color and seasonal interests throughout the year (i.e. foliage, flowers). In addition to incorporating FDOT safety criteria, resident safety concerns, and providing safety measures for maintenance personnel. Developed a city-wide planting palette that will focus on native plants and providing a detailed spreadsheet with local availability, installation size and spacing, mature size, maintenance level, notable characteristic, growing preferences, and recommended uses.

Reference

Mike Baker
City of Treasure Island
120 108th Avenue
Treasure Island, FL 33706
727.547.4575 x251
mbaker@mytreasureisland.org

Total Value of Services

Provided: \$230,931

Project Start Date: October 2020

Project Completion Date: May 2023

Scope: General engineering services

Firm role: Prime consultant

City of Edgewater Continuing Services Contract

Description of Client: City of Edgewater | Edgewater, FL



Description of Services Provided:

EELS GROVE ROAD DRAINAGE STUDY

Halff conducted a topographic survey of Eels Grove Road from the Cows Creek Road intersection to the CSI driveway, covering approximately 3,700 feet. They located existing utilities, storm drainage, sanitary structures, swales, berms, grade breaks, buildings, and equipment, and depicted them in a Civil 3D file. They determined the full right of way along Eels Grove Road and created a 1-foot digital terrain model using NAVD 1988 vertical datum. Halff observed the site, including the stormwater conveyance system, to understand drainage patterns. They used survey data to assess if the City discharged stormwater to adjacent properties and identified potential flooding solutions. Halff provided a technical memorandum to the City.

GALVANIZED STEEL WATER MAIN REPLACEMENT

Halff provided engineering design, survey, permitting, construction bid documents, and construction administration to replace approximately 14,000 lf of 2-inch galvanized pipe with 6-inch pipe in Edgewater. They conducted a topographic survey to establish public rights of way, surface and subsurface utilities, storm drainage, and sanitary system information, including spot elevations for one-foot contour intervals.

FISHING PIER AT MENARD MAY PARK

Halff provided survey and engineering services for the reconstruction of the Menard May Park Fishing Pier, which was damaged by Hurricane Ian. The project involves removing and replacing approximately 1,007 lf of wood structure fishing pier. Since this is a pier replacement due to hurricane damage, the pier is being replaced in the same place with same number of piles and is exempt from permitting. Funded by FEMA, the scope includes furnishing all materials, equipment, and labor to demolish the existing pier and construct a new one. The new construction features wood piles, a wood structure and guard rail system, pier lighting, a concrete sidewalk to the wood pier, and rebuilding the rock revetment that was eroded by Hurricane Ian.

Reference

Jeff Thurman
City of Edgewater
409 Mango Tree Drive
Edgewater, FL 32132
386.424.2400
citymanager@cityofedgewater.org

Total Value of Services

Provided: \$4.2 million

Project Start Date: August 2024

Project Completion Date:

September 2025

Scope: General engineering services

Firm role: Prime consultant

City of Groveland Continuing Services Contract

Description of Client: City of Groveland | Groveland, FL



Reference

TJ Fish
City of Groveland
6825 SR 50
Groveland, FL 34736
352.306.6520
TJ.Fish@groveland-fl.gov

Total Value of Services

Provided: \$4.4 million

Project Start Date: April 2017

Project Completion Date:
December 2024

Scope: General engineering services

Firm role: Prime consultant

Description of Services Provided:

LAKE DAVID PARK IMPROVEMENTS

The project scope included design, permitting, bidding, and construction administration for a splash pad, restroom building, playground equipment replacement, parking lot improvements, and site electrical enhancements. Halff conducted surveys, provided a conceptual splash pad design to allow contractor collaboration with the City, and handled electrical and architectural design, construction bid documents, and administration services.

SILVER EAGLE RECLAIMED STORAGE TANK

Halff provided engineering services for constructing a new 1.5-mgd concrete ground storage tank and an additional high-service pump. They conducted an as-built site survey at the Silver Eagle site to verify existing improvements for the final design and provided all required soil boring locations and elevations. Halff prepared final engineering drawings to make sure the new and existing tanks “float” at the same level and handled all FDEP permitting and construction oversight.

SR 50, SAMPLEY ROAD FORCE MAIN

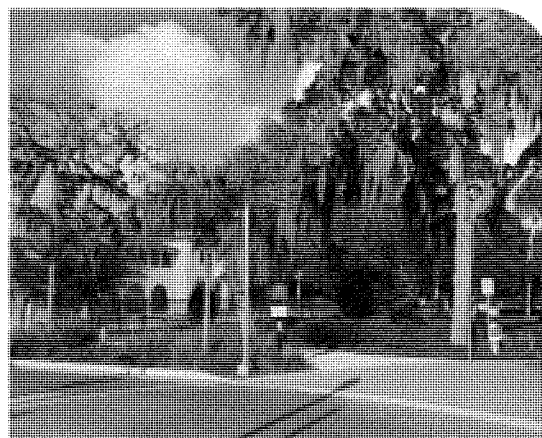
Halff handled utility locating, route survey, final design, permitting, project bidding, and construction management for a new 13,300-lf, 12-inch PVC force main from CR 565A and SR 50 to Sampey Road WWTP. The new force main parallels an existing one and diverts flow from two lift stations to optimize system performance. Halff also reviewed the existing pumps’ design points at the lift stations to assess the need for replacements due to the new force main.

EAGLE RIDGE PHASE III

Halff provided surveying, design, permitting, bidding and construction oversight for this project which consisted of nearly 7.6 miles of 12-inch reclaimed water transmission main between the City’s two wastewater treatment plants (WWTP). In addition, new pumping facilities were designed and constructed at each plant facility to transfer the reclaimed water between facilities. One 500-gpm, 25-hp vertical turbine pump installed at the Sampey WWTP and one additional, 500-gpm, 50-hp horizontal split-case pump installed at the Sunshine WWTP.

City of New Port Richey Continuing Services

Description of Client: City of New Port Richey | New Port Richey, FL



Description of Services Provided:

NEW PORT RICHEY DOWNTOWN ENHANCEMENTS PROJECT

Halff has been involved in the planning and design process for several projects within the City of New Port Richey. One such project was a City enhancement project, where our main focus was to enhance the City's downtown corridor. The project was anchored by establishing two gateways on the east and west ends of Main Street as well as a third near the City's southern limits and used street trees along with a unified plant palette to activate and unify these spaces. Halff participated in several public forums during project development, which led to the creation of an edible garden, the southern gateway, and identified several areas adjacent to the City's downtown that would further enhance the City's core.

GLORIA SWANSON PARKING LOT AND TRAFFIC STUDY

Like many downtowns, New Port Richey is currently experiencing a shortage in parking. We conducted a parking study to help the City identify areas of opportunity. These areas were evaluated based on location to downtown, parking demand, and existing features such as adjacent parking lots, on-street parking, and right of way width. The study was concluded with a report that outlined our findings and suggestions, as well as provided multiple conceptual alternatives and probable costs for the identified areas of opportunity. Eventually the study led to the redesign of the Gloria Swanson Parking lot.

GRAND BOULEVARD MULTI-USE PATH

Grand Boulevard is a key access corridor to the City of New Port Richey for both normal day-to-day traffic and numerous special events throughout the year. This new north-south pathway will connect to existing east-west facilities linking US 19 to this key gateway to the City. The pathway will be generally 10 feet in width, with some portions being eight or nine feet wide due to right of way or other physical constraints. In addition to facilitating multi-modal uses, enhanced drainage, utility relocations and coordination with ongoing commercial businesses will also be required. This new ADA-compliant pathway will require the installation of new curbing and limited milling and resurfacing along Grand Boulevard. Traffic control will provide for continued operation of the roadway throughout construction. When completed, this multi-use path will enhance pedestrian and bicycle transportation, and provide increased connectivity as the City continues its revitalization.

Reference

Robert Rivera
City of New Port Richey
6132 Pine Hill Road
New Port Richey, FL 34668
727.853.1056
riverar@cityofnewportrichey.org

**Total Value of Services
Provided:** \$7.7 million

Project Start Date: February 2020

Project Completion Date:
February 2025

Scope: General engineering
services

Firm role: Prime consultant

Pasco County Continuing Services Contract

Description of Client: Pasco County Public Works Department | New Port Richey, FL



Singhofen & Associates, Inc. has been working continuously for Pasco County since 2013 under consecutive Continuing Stormwater Engineering Services contracts. Over the past 10 years under these continuing services contracts, SAI has conducted projects ranging from feasibility studies to conceptual design development to final design and construction documents. More detailed information about some of these projects is presented below.

Description of Services Provided:

SMALL AREA STUDIES AND DESIGN ALTERNATIVE ANALYSES

SAI has conducted numerous small area studies and flood mitigation alternative analyses for the County. These projects typically begin with an existing conditions model, development of conceptual designs to mitigate the flooding, and a detailed evaluation of the proposed designs. Some examples of these types of projects that have been completed within the past 5 years are below:

IRONBARK DRIVE FLOOD ABATEMENT PROJECT

SAI developed numerous design alternatives to address severe flooding in the Ironbark subdivision. Design alternatives involved making use of an abandoned rapid infiltration basin, expanding existing ponds, and design of a pump station outfall for the landlocked basin. Conceptual designs were completed in 2017, and final design and preparation of construction plans were subsequently performed under a separate project-specific contract. Construction began in early 2023 and is currently underway.

GRIFFIN PARK FLOOD MITIGATION

The Griffin Park community experiences frequent flooding. SAI developed four conceptual designs, including removing a berm in the Bear Creek flowpath, construction of new outfalls, and construction of a new pond to provide additional storage. SAI modeled each design alternative, along with existing conditions, and performed a Benefit-Cost Analysis (BCA) using SWFWMD's Stormwater Improvement Flood Protection BCA Tool. The recommended design had a BCA as high as 4.0. Final deliverables were submitted in 2019.

Reference

David Sua, PE,
Pasco County Public
Works Department
4454 Grand Blvd.
New Port Richey, 34652
727.834.3611
dsua@mypasco.net

Total Value of Services

Provided: \$1.5 million

Project Start Date: January 2013

Project Completion Date: 2025

Scope: General engineering services

Firm role: Prime consultant

G. Insurance Requirements

PROOF OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/12/2024

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

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

PRODUCER Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022		CONTACT NAME: Rebecca Egan PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): E-MAIL ADDRESS: greylingcerts@greyling.com													
INSURED Halff Associates, Inc. 1201 N. Bowser Richardson TX 75081		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A : National Union Fire Ins Co of Pittsburg</td> <td>19445</td> </tr> <tr> <td>INSURER B : The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER D : Allied World Surplus Lines Insurance Co</td> <td>24319</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER A : National Union Fire Ins Co of Pittsburg	19445	INSURER B : The Continental Insurance Company	35289	INSURER C : New Hampshire Insurance Company	23841	INSURER D : Allied World Surplus Lines Insurance Co	24319	INSURER E :		INSURER F :	
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INSURER B : The Continental Insurance Company	35289														
INSURER C : New Hampshire Insurance Company	23841														
INSURER D : Allied World Surplus Lines Insurance Co	24319														
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 183186228 **REVISION NUMBER:** 24-25

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GL5856923	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA5717893	8/1/2024	8/1/2025	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 \$ 10,000			7034027549	8/1/2024	8/1/2025	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	WC014195843	8/1/2024	8/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	Prof Liability Incl. Pollution			03113813	8/1/2024	8/1/2025	Per Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
When certificate holder is shown, that certificate holder can be named as an Additional Insured on a primary and non-contributory basis with respects to General Liability and Automobile Liability, as required by written contract. A waiver of subrogation also applies as required by written contract. Umbrella policy follows Auto and General Liability policies.

CERTIFICATE HOLDER

CANCELLATION

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

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ACORD 25 (2016/03)

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Exhibit A - Resumes

GENERAL ENGINEERING SERVICES



Alistair Brice, PE

Alistair Brice brings many years of experience in public works engineering with a rich background in enhancing community infrastructure. His expertise has supported a variety of projects, such as roadways, stormwater systems, drainage, and land development. As a graduate in civil engineering from the University of South Florida, Alistair currently assists in preparing construction documents and utilizes computer-aided drafting and design. His responsibilities include utility design, site grading, performing calculations and designs for storm drainage, and preparing drainage reports.

ROLE

Project Manager |
Civil Site Design

EXPERIENCE

12 Years

EDUCATION

BS, Civil Engineering,
University of South Florida

REGISTRATION

Professional Engineer,
Florida No. 90790

CERTIFICATIONS

Temporary Traffic Control
Advanced, Florida No. 75962

REPRESENTATIVE PROJECT EXPERIENCE

City of St. Pete Beach, General Engineering Services, St. Pete Beach, FL. Project Manager responsible for overseeing Halff's contract for General Engineering Services for the City of St. Pete Beach. Halff was selected by the City of St. Pete Beach in January of 2017 to provide general engineering services related to public works projects, which include street and drainage improvements, a sea level adaptation plan, seawall repair, environmental permitting and more.

City of St. Pete Beach, Don Jose Seawall Street Repairs, St. Pete Beach, FL. Alistair served as a Civil Engineer on this project. This project involved design and permitting services for a living seawall at the outfall of 36th Avenue. The roadway improvements involved pavement regrading, installation of new storm structures, and reconfiguration of the intersection. The seawall improvements included pushing back the wall to allow for a living shoreline area, as well as erosion control at the outfall. This configuration allowed for native Florida plantings on either side of the seawall, which was a significantly enhanced end treatment.

Pasco County, Anclote River Park, Holiday, FL. Project Manager and Civil Engineer responsible for internal and external team coordination, site engineering, program management, and managing day-to-day client expectations for one of Pasco County's most utilized park. This waterfront park is enjoyed by many and is known for its boat access, recreational activities, and providing an overall family-friendly park experience.

City of New Port Richey Street Improvements Program, New Port Richey, FL. Civil Engineer responsible for the field review and analysis of roadway deterioration of aging street network and minor stormwater issues. He created construction plans for limits of removing/replacing asphalt and base material or milling/overlaying asphalt, including striping of roadway to conform with FDOT Design standards.

**ROLE**

Principal-in-Charge

EXPERIENCE

20 years

LOCATION

Tampa, FL

EDUCATIONMS, Applied Geography,
University of North TexasBS, Geography,
University of North Texas**REGISTRATION**Professional Wetland Scientist,
Texas No. 2909**Brandyn Littleton, PWS**

Over his 20-year career, Brandyn has provided environmental services, GIS modeling and mapping, permitting support, project management, and interdisciplinary design support to a wide spectrum of projects including public infrastructure (stormwater, transportation, utilities, parks, and trails), ecological restoration, electrical transmission, energy development, residential/commercial/industrial development, and comprehensive planning. In his role as Operations Manager for Halff's Tampa office he is responsible for verifying that we meet and exceed our client's needs and expectations by connecting our Tampa Bay regional expertise with the resources and institutional knowledge of over 1,500 employees across the southeast.

REPRESENTATIVE PROJECT EXPERIENCE

City of St. Pete Beach, General Engineering Services, St. Pete Beach, FL. Principal-in-Charge responsible for overseeing Halff's contract for General Engineering Services for the City of St. Pete Beach. Halff was selected by the City of St. Pete Beach in January of 2017 to provide general engineering services related to public works projects, which include street and drainage improvements, a sea level adaptation plan, seawall repair, environmental permitting and more.

Harris County, Cedar Bayou Bond Implementation Program, Harris County, TX. Environmental team lead for a Harris County Flood Control District Flood Risk Reduction Study, advancing preliminary engineering, design, and permitting for six flood mitigation and channel restoration projects under the bond program. Brandyn developed a desktop methodology for wetland and stream constraint assessments, engaged in public meetings and agency coordination, crafted permitting strategies, contributed to natural channel design concepts, conducted aquatic surveys and relocation plans, and guided alternatives analysis.

Pasco County, Anclote River Park, Holiday, FL.

Principal-in-Charge responsible for overseeing and managing the comprehensive redesign and expansion of one of Pasco County's premier waterfront parks. This role involves oversight of the Halff team, identifying and allocating project management and production resources, and verifying adherence to the schedule of deliverables.

Groundworks Jacksonville, Hogans Creek Restoration,

Jacksonville, FL. Environmental QA/QC responsible for providing environmental services for the development of the 30% stream restoration design of Hogans Creek in downtown Jacksonville. The goal of this project is to reduce flooding, improve water quality, and provide access and recreational opportunities along the creek. Preliminary plans are currently being shared with the community to gather input that will be incorporated into the iterative design process. The Trail Master Plan improved the crossing conditions along the existing Hogans Creek greenway, and enhancing the overall quality of the greenway system.



Ben Prewitt, PE

Ben has extensive experience in the areas of project management, land development, utility systems planning and design, stormwater management, and roadway design. Ben has successfully delivered projects ranging from one acre to more than 500 acres, involving multiple disciplines and stakeholders. He has also designed and served as Engineer-of-Record for permitting efforts throughout the State of Florida, as well as for various marine structures, such as seawalls, docks, boat lifts, and water control structures.

ROLE

Deputy Project Manager,
Water & Wastewater, Transportation
Planning
& Design

EXPERIENCE

25 Years

EDUCATION

BS, Civil Engineering,
University of Florida

REGISTRATION

Professional Engineer,
Florida No. 64681

REPRESENTATIVE PROJECT EXPERIENCE

City of St. Pete Beach, General Engineering Services, St. Pete Beach, FL.

Project Manager responsible for leading the team in a continuing services contract including roadway, drainage, and utility design services for multiple projects within the City. Environmental permitting and engineers' estimates have also been included.

54th Avenue North 24-Inch Force Main Replacement, Pinellas County, FL.

Project Manager/Engineer-of-Record for the modeling, design, permitting, and construction administration of 1,400 feet of deteriorating 24-inch PCCP force main along 54th Avenue, discharging into a 30-inch main at South Cross Bayou Treatment Plant. Due to pipe failures, Pinellas County opted to replace it with fusible PVC, and Halff developed the replacement design accordingly.

Pinellas County, Duhme Road 20-Inch Force Main Replacement, Pinellas County, FL.

Project Manager/Engineer-of-Record responsible for providing professional engineering design, hydraulic modeling, bid phase, and construction phase services for the replacement of an existing 20-inch prestressed concrete cylinder pipe (PCCP) force main in Duhme Road from 53rd Avenue N to American Legion Drive, with an approximate length of 3,800 linear feet. The existing force main, along with the portion of the pipeline that extends through 53rd Avenue N to the east of Seminole Boulevard, was deteriorated, so the County decided to replace these pipes to avoid pipe failures in Duhme Road. After performing a hydraulic study, Halff demonstrated that the existing pipe size of 20 inches is adequate for the system's operating conditions for dry- and wet-weather conditions. Therefore, the replacement of the force main is being designed with a 20-inch PVC pipe to be installed via a combination of trenchless method, horizontal directional drilling, and open cut.

City of New Port Richey, Grand Blvd. Streetscape & Trail Conceptual Design, New Port Richey, FL.

Project Manager/Engineer of Record that included civil/site engineering and permitting. The new north-south, ADA-compliant multi-use path connected existing east-west routes, linking US 19 to a key city gateway. The path was 10-feet-wide, with some narrower sections due to space constraints. The project included utility relocations, improved drainage, new curbing, limited resurfacing on Grand Boulevard, and coordination with local businesses.

**ROLE**

QA/QC Manager |
Drainage Design

EXPERIENCE

20 Years

EDUCATION

ME, Industrial and
Systems Engineering,
University of Florida

MBA, University of Florida

BS, Civil Engineering,
Purdue University

BS, Land Surveying Engineering,
Purdue University

REGISTRATION

Professional Engineer,
Florida No. 69136

CERTIFICATION

Certified Floodplain Manager (CFM),
Florida No. US-17-09708

Nick Charnas, PE, CFM

Nick serves as the Director of Water Resources at Halff, bringing extensive experience in leading multidisciplinary teams on public projects for large municipalities. His role encompasses overseeing operations, guaranteeing projects adhere to schedule and budget, scoping, client management, and proposal pursuits. Nick's collaborative leadership style promotes innovation and efficiency, while his client-centric approach and talent for mentoring have significantly contributed to the success of numerous high-profile projects. As a senior civil engineer in Florida, Nick's experience spans the design and construction of projects focused on stormwater quality and quantity improvements, stormwater pump stations, channel reinforcement, utility replacement and relocations, regulatory permitting, grant funding, public outreach, construction engineering and inspection (CEI), and construction administration.

REPRESENTATIVE PROJECT EXPERIENCE**City of St. Pete Beach, 45th Avenue Stormwater Pump Station,**

St. Pete Beach, FL. Nick is serving as a Civil Engineer on the project.

The project includes a gravity storm sewer along Lido Avenue and 45th Avenue that is designed to pass through a baffle box for treatment before discharging to a stormwater pump station with an ultimate outfall into Boca Ciega Bay via force main. This storm sewer system will close off the existing stormsewer outfall adjacent to Plaza Way and add or repair stormsewer structures as needed. The stormwater pump station is being designed to handle the peak flow rate from the 25-year, 24-hour design storm. The project is in the design phase.

Pasco County, Holiday Hill Stormwater Pump Station, Pasco

County, FL. Nick served as the Project Manager and Civil Engineer. This project provides flood abatement to the Holiday Hill Subdivision located in the west central area of Pasco County. Improvements consist of the expansion of the existing stormwater management pond, utility conflict design, and stormwater pump station design to improve the storage and conveyance of the stormwater runoff. Construction was completed in 2022.

City of St. Petersburg, Bartlett Park and 7th Street South

Stormwater Improvements, St. Petersburg, FL. After Nick successfully

assisted the City of St. Petersburg with obtaining approximately \$1.2 MM in grant funding from SWFWMD for this flood protection and water quality improvement project, he helped prepare design plans, permit applications, and cost estimates. The project included bioswales with biosorption activated media, a baffle box, a large box culvert conveyance system, roadway improvements, and a 6-inch diameter watermain replacement. Necessary permitting was completed in 12 business days within a complex watershed and urban corridor. Design was fast-tracked for the benefit of the City to meet SWFWMD funding requirements.

**ROLE**

Water/Wastewater Engineering

LOCATION

Tavares, FL

EXPERIENCE

30 Years

EDUCATIONBS, Civil Engineering, University of
Central Florida**REGISTRATIONS**Professional Engineer,
Florida No. 54013**CERTIFICATIONS**Qualified Stormwater
Management Inspector,
No. 29648

DBIA No. D-4133

Rob Ern, Jr., PE, DBIA

Rob has 30 years of water and wastewater engineering experience. His experience includes civil engineering project management and has applied his knowledge to a variety of utility related projects as well as all aspects and phases of design – from preliminary to final. Rob's project portfolio includes the design and permitting of wastewater treatment plants, water treatment plants, sewage pump stations, water booster pump stations, collection, transmission and distribution systems, as well as master planning of utility facilities and impact fee studies. Additionally, he also assists clients with funding utility projects through the State Revolving Fund (SRF) Program. As the City Utility Engineer for multiple municipalities, Rob has created Utility Design Standards and Land Development Regulations. Rob is also thoroughly knowledgeable regarding development applications on behalf of his municipal clients to verify compatibility with current codes and regulations.

REPRESENTATIVE PROJECT EXPERIENCE**Pinellas County, Engineering Services During Construction, Clearwater, FL.**

Engineer on this project, responsible for identifying and reducing sources of domestic wastewater and I&I in select mobile home communities (MHCs) with failing systems that had caused sewer overflows. The County upgraded infrastructure in 14 MHCs—over 2,400 homes—connecting them to new County-owned systems. Improvements included 60,000 feet of sewer mains, 150 manholes, two pump stations, and 90,000 feet of laterals.

SSU/SEWWCA, Pipeline Project, The Villages, FL. Principal-in-Charge and EOR responsible for the pipeline design that increases in diameter the closer the pipes get to the water treatment plant due to more capital lift stations pumping into the pipelines, and also to allow for anticipated future capital lift stations to pump into the system. The project included 5,200 LF of water main, 59,900 LF of reclaimed water main, and 46,600 LF of wastewater force main.

City of Edgewater, Galvanized Steel Water Main Replacement, Edgewater, FL. Principal-in-Charge responsible for systematically replacing galvanized water mains and water services that were at the end of their useful life to proactively prevent water leaks and improve water pressure. Halff provided a record survey and underground utility locates to locate all existing above and below-grade improvements along the route in support of the water main design and water services to meet all FDEP and City of Edgewater utility design requirements.

City of Mount Dora, Eastern Service Area Water Treatment Plant, Mount Dora, FL. Principal-in-Charge responsible for assisting with the new 4.0-mgd water treatment plant with an ultimate capacity of 7.0 mgd. Treatment includes iron sequestration, aeration, and disinfection. Plant also included two new 12-inch wells, ground storage, and variable frequency drive (VFD) controlled high-service pumping. Halff also provided the construction management of three miles of 16-inch capital water line.

**ROLE**

Water/Wastewater Engineering

LOCATION

Tavares, FL

EXPERIENCE

18 Years

EDUCATIONMS, Civil/Environmental
Engineering, Ohio State EngineeringBS, Civil and
Environmental Engineering,
Ohio State University**REGISTRATION**Professional Engineer,
Florida No. 70753**CERTIFICATIONS**DBIA No. D-4013

Board Certified Environmental
Engineer (BCEE) No. 15-10002**Michael Scullion, PE, BCEE, DBIA**

Michael has 18 years of experience in water utility engineering, project management, and permitting for public and private clients. He has extensive knowledge of permitting through various agencies including FDEP, and FDOT. His engineering skill set includes water and wastewater treatment plant design and permitting, sewage pump station design, collection, transmission, distribution and reclaimed water system design and permitting, design-build utility construction, construction engineering inspection, utility master planning, grant application development and funding, multiple project delivery methods including design/bid/build, design/build and project manager-at-risk.

REPRESENTATIVE PROJECT EXPERIENCE**Pinellas County, Engineering Services During Construction, Clearwater, FL.**

Engineer on this project, responsible for identifying and reducing sources of domestic wastewater and I&I in select mobile home communities (MHCs) with failing systems that had caused sewer overflows. The County upgraded infrastructure in 14 MHCs—over 2,400 homes—connecting them to new County-owned systems. Improvements included 60,000 feet of sewer mains, 150 manholes, two pump stations, and 90,000 feet of laterals.

The Villages, SSU WTP #1, The Villages, FL. Project Manager responsible for stormwater calculations and water management district permitting. This project included design, permitting and construction administration services for a new 5.0 MGD, MDD WTP constructed to serve The Villages. The WTP consists of two Lower Floridan wells, packed tower aeration with sulfuric acid for pH adjustment, odor control, transfer pumping, sodium hypochlorite disinfection, a prestressed ground storage tank, and high-service pumping facilities. Project also included standby power, pump building, electrical, SCADA, and controls.

City of Mount Dora, Reclaimed Water Interconnect with City of Apopka, Mount Dora, FL. Project Manager responsible for the the City of Apopka in addressing a reclaimed water supply imbalance between Apopka and the City of Mount Dora. Apopka often had an excess of reclaimed water, while Mount Dora experienced shortages. To resolve this, Halff designed a reclaimed water line that provided a cost-effective solution for both cities, balancing the supply more efficiently than the original plan for a reservoir.

FDOT District 5, SR 46 Utility Design, Mount Dora, FL. Project Manager responsible for leading the detailed design drawings for the construction of a new 16-inch waterline, 16-inch reclaimed waterline, dual 8-inch and 16-inch force mains, and 12-inch gravity sewer constructed within the FDOT right of way. The fast-track design was completed in three months to allow the construction to be completed prior to FDOT beginning their construction. In total there was: 9,400LF of 16" water main, 2,500 LF of 12" water main, 9,400 LF of 12" reclaimed water main, 7,300 LF of 16" wastewater force main, 6,700 LF of 8" wastewater force main and 2,000 LF of 12" wastewater gravity sewer.

**ROLE**

Stormwater Modeling

EXPERIENCE

38 Years

EDUCATIONMS, Environmental Engineering
Science, University of Central FloridaBS, Biology,
University of Central FloridaBS, Limnology,
University of Central Florida**REGISTRATION**Professional Engineer,
Florida No. 55512**CERTIFICATIONS**Certified Floodplain Manager, No.
US-10-05511**Mark Troilo, PE, CFM**

Mark has over 38 years of experience in the water resources field in stormwater management modeling and design. He has been involved in numerous major publicly funded watershed H&H model development and drainage design projects ranging in size from a few acres to over 1,800-mi². He brings extensive expertise in stormwater modeling using various tools such as ICPR (1D and 2D), suite of HEC models (HEC-RAS, HEC-HMS, HEC-GeoRAS, etc.), SWMM, and CHAN. His experience includes floodplain mapping, level of service evaluation, flood mitigation design, environmental restoration, water quality analyses and design, and presentation of study results to the public. For over 15 years, he provided technical support for the users of the hydrodynamic model, ICPR on behalf of Streamline Technologies, Inc. Mark is considered a subject matter expert in surface water modeling and is routinely requested for lectures on the subject, delivering over 50 workshops, roundtables, and presentations on the methodologies to surface water modeling and design, including sea level rise and groundwater implications.

REPRESENTATIVE PROJECT EXPERIENCE**Ironbark Drive Stormwater Pump Station and Flood Abatement Project, Pasco County, FL.**

Halff was responsible for conducting a detailed evaluation of existing conditions and developing design alternatives to mitigate flooding in this landlocked residential area. Mark was responsible for providing modeling oversight and technical direction during the course of the project. Mark also directed the migration of the model to ICPR4, development of 2D features to represent overland flow conditions, and integration of groundwater elements. The project is currently under construction.

County-wide Model and Flood Forecasting Tool Development, Pinellas County, FL.

The project involved 5 main tasks: 1. Combining the County's existing H&H models into a single 1D ICPR4 model (161 mi²), 2. Development of a 2D rapid flood hazard assessment (RFHA) model for the remaining areas of the county (~78 mi²), 3. Combining all into a single H&H model, 4. Simulation of 20 different storm scenarios, mapping floodplains across the County, and flood depths at over 5,000 locations, and 5. Correlation of flood conditions to gage elevations across the county for proactive flood management efforts. The county-wide model was successfully developed within an extremely aggressive 2-month time frame. Mr. Troilo was responsible for directing the model development efforts and conducting QC reviews of model data & results.

City-Wide Stormwater Management Master Plan and Design

Implementation, Palm Coast, FL. As the Lead Hydrologist and Sr. Civil Engineer, Mark was responsible for all aspects of this phased project including project management, hydrologic and hydraulic modeling, flooding design alternative development, cost estimates, master planning, and report development.



ROLE
Drainage Design

EXPERIENCE
30 Years

EDUCATION
BS, Civil Engineering,
University of Central Florida

REGISTRATION
Professional Engineer,
Florida No. 51373

Robert Gaylord, PE

Robert has over 30 years of experience managing and designing civil and mechanical engineering projects, including civil infrastructure design, stormwater pump stations, flood control, erosion control, and natural systems restoration. He has extensive experience managing large project teams on projects with numerous stakeholders. Robert is known for executing projects on time and within agreed upon budgets. He has designed numerous award-winning flood mitigation projects. In addition, he has managed erosion control projects involving canal design using gabions, sheet pile walls, large block, and concrete walls. His extensive engineering experience includes the design of new and expanded drainage systems, roadways, sidewalks, parks, water, wastewater and reuse utilities, pump stations, and complex aerial utility crossings, as well as preparation of construction plans, cost estimates, specifications, and permit applications. Robert also has extensive experience in administering the construction and implementation of project designs.

REPRESENTATIVE PROJECT EXPERIENCE

Ironbark Drive Stormwater Pump Station and Flood Abatement Project, Pasco County, FL. This residential area of the county is characterized by landlocked ponds and persistent flooding. Robert was responsible for conducting a detailed evaluation of the existing condition and developing a series of design alternatives to mitigate the flooding. The recommended design solution included expanding two existing stormwater ponds and the nearby inactive rapid infiltration basin (RIB), pump station and force main design for recovery of the RIB, and design of a new secondary drainage system. Robert worked on the design alternative development and evaluation. He collaborated with the County on the designs and presented Halff's recommendations. To optimize the design, Halff collected additional geotechnical and survey data to better refine the model. As part of this process, we were able to revise the design and save the County an estimated \$700,000 in construction costs.

Fellsmere Farms Pump Station, Indian River County, FL. Robert served as Design Engineer for the design of two 150,000-gpm (335 cfs) pumping stations. Each station consisted of 3 submersible pumps lifting water approximately 20-ft over the berm into either an outlet sump or diversion sump that allowed water to flow in different directions depending on current water needs. The diversion structure consisted of 20-ft high MSE walls with a concrete bottom, 66-in diameter pipes, and sluice gates to direct the flow. Both pump stations included flap gates to prevent backflow, diesel generators with fuel tanks, and secondary containment. Robert was responsible for design, specifications, and field inspections.

MacDill AFB Airfield Drainage Design and Environmental Mitigation, Tampa, FL. As the Engineer of Record on this design-build project, SAI was responsible for the development of a drainage design to reduce the amount of flooding adjacent to the runways located on MacDill AFB and eliminate Bird Aircraft Strike Hazards (BASH).



Duane Booth, PE

Duane has extensive experience in drainage, stormwater, roadway engineering, and project management for public and private land development including utilities, site layout, grading, and permitting. He has extensive knowledge of permitting through various agencies including FDEP, SJRWMD, and FDOT. His engineering skillset includes street and highway design, parks and recreation design, municipal water and wastewater infrastructure master planning and design, urban/rural subdivision planning and design, stormwater design, flood studies, and FEMA map revisions.

ROLE

Roadway

LOCATION

Tavares, FL

EXPERIENCE

37 Years

EDUCATION

BS, Civil Engineering,
University of Central Florida

REGISTRATION

Professional Engineer,
Florida No. 44631

CERTIFICATIONS

Qualified Stormwater Management
Inspector, FSESCI No. 7947

Temporary Traffic Control Advanced,
FDOT No. 615451

REPRESENTATIVE PROJECT EXPERIENCE

Round Lake Road Flood Study, Lake County, FL. A Flood Study and Flood Storage design for Lake County. Area of concern was the southwest corner of Round Lake Road and Wolf Branch Road. Contributing basin extended north of Wolf Branch Road and included several nurseries along Britt Road that drain into a creek that flows under Wolf Branch Rd into wooded area. Halff modeled the 100-year storm event in existing conditions and proposed/designed a 2-pond system to provide additional flood storage to eliminate or minimize flooding to Round Lake Road.

CR 455 Engineering and Design Services, Lake County, FL. Lead Engineer for engineering design, permitting, utility coordination, and post-design services. Our team designed a 4,400-lf, four-lane divided, urban roadway with four-foot bike lanes, a 12.5-foot multipurpose trail, and a 5-foot sidewalk within a 120-foot right of way with alignment to the original section of CR 455. The plans were designed to meet all Lake County and FDOT design requirements. Stormwater design for the roadway included water quality modeling/analysis meeting SJRWMD nutrient loading criteria for nitrogen and phosphorus removal. Hydraulic Modeling of the 25-year, 96-hour storm event for basin without positive discharge. Modeling of a 10-year storm event for stormwater collection system (pipes and inlets) to convey stormwater to the stormwater management ponds, and gutter spread calculations. This project was permitted with St. Johns River Water Management District.

Orange Avenue Improvements, Lake County, FL. Project Manager for design, survey, permitting and construction administration services for stormwater drainage improvements to Orange Avenue and East Lake Street located in the City of Umatilla. Improvements included dry retention, sediment traps with exfiltration, stormwater outfall pipe along East Lake Street connecting to Trowell Avenue storm system, reconstruction of roadway, curbing and sidewalk. This project lies within the Hicks Ditch Basin which is a direct contributing tributary to Trout Lake and Lake Eustis. In addition to minimizing localized flooding, this project reduced the pollutant loading to Lake Umatilla and subsequent downstream areas. It also corrected localized flooding caused from stormwater drainage issues and also improved pedestrian walkways. The two streets border the Umatilla High School and the project was a joint venture with FDEP grant funding and in-kind services from Lake County Schools.



ROLE

Roadway | Transportation Planning

EXPERIENCE

21 Years

EDUCATION

ME, Civil Engineering,
Florida State University

BS, Civil Engineering,
Florida State University

REGISTRATION

Professional Engineer,
Florida No. 80712

Mark Llewellyn, Jr., PE

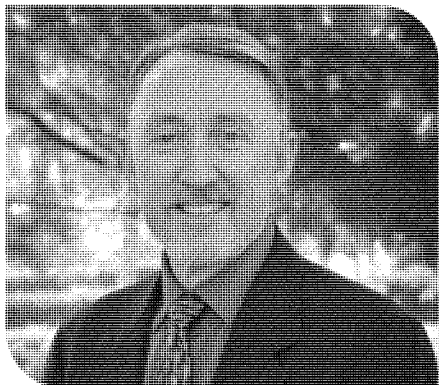
Mark Llewellyn, Jr. has 21 years of experience in various areas of civil engineering, including transportation planning, site feasibility, regulatory permitting, traffic engineering and modeling, roadway design, signalization design, intelligent transportation systems design, and roundabout feasibility and design. He has extensive experience developing sustainable projects in highly urbanized settings to safely accommodate all modes of travel. His responsibilities include the management of continuing services contracts and transportation projects, as well as the design and permitting of various projects. As a hands on project manager, he is heavily involved in the production of construction documents, coordination of work efforts, and communicating directly with clients.

REPRESENTATIVE PROJECT EXPERIENCE

Blueprint Intergovernmental Agency, Airport Gateway, Tallahassee, Florida. Mark served as the Project Manager for the initial planning and design efforts of the Airport Gateway and currently serves as the Project Principle. This project will benefit the Tallahassee International Airport through significantly improved access and connectivity to the downtown Tallahassee area. Mark oversees the planning and design of several roadway corridors and trails, public engagement, stakeholder coordination, traffic and stormwater evaluations, and roadway/roundabout design efforts. This project includes over seven miles of roadway and over 12 miles sidewalks, trails, and bicycle lanes.

City of Tallahassee, Capital Cascades Development, Tallahassee, FL. Mark served as the Traffic EOR for the largest redevelopment project in Tallahassee. His services included modeling traffic impacts to the downtown area, designing roadway modifications including change in direction for segments of Bloxham and Gadsden Streets, signalization modifications, and designing improvements for the anticipated increase of pedestrians and bicyclists.

FAMU, FAMU Way, Tallahassee, FL. Mark served as Project Manager responsible for supporting the planning and design of the FAMU Way Extension which included the preparation of alternative roadway alignments, shared use path alignments and intersection configurations. Graphics and Analyses were conducted on alternatives including evaluations of the pedestrian, bicyclist, and vehicle impacts of each alternative. Mark served as lead roadway design engineer for Phase 2, and as the Project Manager and EOR for Phase 3 of this premier corridor project. Mark performed extensive utility coordination, and permitting services for FDOT, CSX, DHR, COT, and DEP. Mark currently serves as Project Principal for the design of FAMU Way Phase IV.

**ROLE**

Environmental Permitting

EXPERIENCE

32 Years

EDUCATIONBS, Biology,
University of South Florida**REGISTRATION**Waterfront Edge Design Guidelines
(WEDG) Associate**Drew Sanders, WEDG**

Drew is highly experienced in environmental permitting that encompasses a wide range of public and private projects. His areas of specialization include project management, environmental permitting, ecological assessments, and habitat mapping of terrestrial and aquatic systems, plant and wildlife surveys, listed species surveys, photo interpretation, wetland delineation and hydroperiod assessment, habitat restoration and management, and wetland mitigation design.

REPRESENTATIVE PROJECT EXPERIENCE

Pasco County, Anclote River Park, Pasco County, FL. Environmental Scientist responsible for providing project management for the renovation and expansion of the Anclote River Park. As a part of the project, Drew is providing assistance with wetland delineations, habitat mapping, seagrass and mangrove surveys, and wildlife surveys in support of the park improvement project. Assistance with public meetings, regulatory agency coordination, and environmental permitting for wetland and wildlife is also being provided.

City of Jacksonville, Hogans Creek Restoration, Jacksonville, FL. Environmental Scientist responsible for providing environmental services for the development of the 30% stream restoration design of Hogans Creek in downtown Jacksonville. The goal of this project is to reduce flooding, improve water quality, and provide access and recreational opportunities along the creek. Preliminary plans are currently being shared with the community to gather input that will be incorporated into the iterative design process. The Trail Master Plan includes improving the crossing conditions along the existing Hogans Creek greenway and enhancing the overall quality of the greenway to match the established design standard for the entire Emerald Trail system.

FDEP, Butler Mill Creek Realignment, Tallahassee, FL. Environmental Scientist responsible for assisting with the development of a vegetation restoration plan and environmental permitting to support the realignment of the creek from its man-altered path through Lake Jackson Mounds State Park to its approximate historic channel location. The creek realignment was needed to address erosion and to maintain the integrity of several sensitive cultural resources in the park.

Pasco County, Resilient Pasco, Pasco County, FL. Environmental Scientist responsible for this comprehensive initiative focused on establishing priorities for resilience and sustainability, developing a risk and vulnerability assessment, producing a resilience and sustainability action plan, and developing a living shorelines plan. Halff is currently in the process of navigating the project where a dedicated team of resilience professionals are leading the development of a comprehensive inventory of critical and regionally significant assets in support of the vulnerability assessment. Environmental scientists and field surveyors are evaluating options and strategies for integrating nature-based solutions and living shorelines into local sites that are publicly owned and maintained.

**ROLE**

Senior Environmental
Project Manager

EXPERIENCE

27 Years

EDUCATION

BS, Geology,
Eastern Kentucky University

REGISTRATION

Certified Professional Geologist,
No. 11349

Professional Geologist
FL No. 2232

Aaron Getchell, CPG, PG

Aaron brings a wealth of experience to the field of environmental consulting. His expertise spans water resource protection, contaminated site investigation and remediation, environmental due diligence, regulatory negotiation, and risk-based closure of contaminated sites. Aaron has successfully served clients across commercial, federal, municipal, and state sectors.

REPRESENTATIVE PROJECT EXPERIENCE

USACE Tulsa District, Tinker-Altus, Polyfluoroalkyl Substances (PFAS) Phase I Remedial Investigations (RIs), Oklahoma City, OK.

Project Manager. Halff created Phase I PFAS RIs at Tinker Air Force Base (AFB) to complete the lateral and vertical site characterization for over 30 aqueous film-forming foam (AFFF) release areas. The objectives of the base-wide Phase I Remedial Investigation (RIs) is to develop a comprehensive understanding of the nature and extent of PFAS in soil, groundwater, sediment, and surface water; determine the source strength of residual soil contamination; and develop comprehensive conceptual site models (CSMs) to include identifying migration pathways and potential exposure pathways.

USACE Tulsa District, PFAS Remedial Investigation for the Lone Star Army Ammunition Plant, Texarkana, TX.

Project Manager for conducting a Phase I RI to characterize the nature and extent of per- and PFAS at eight potential release areas of legacy PFOS-based AFFF. The PFAS RI is being conducted for the USCAE Tulsa District under an \$6.48M (without options) task order. The scope of work includes soil sampling; sediment and surface water sampling; lysimeter installation and soil porewater sampling; and monitoring well installation and sampling. The field and laboratory data will be compiled into a digital CSM that will include a thorough source characterization, complete horizontal and vertical delineation of PFAS-impacted media, and fate and transport models.

USACE Tulsa District, Red River Army Depot PFAS RI,

New Boston, TX. Project Manager for the for conducting a Phase I Remedial Investigation to characterize the nature and extent of per- and polyfluoroalkyl substances (PFAS) at six potential release areas of legacy PFOS-based AFFF. The PFAS RI is being conducted for the USACE Tulsa District under an \$5.87M (without options) task order. The scope of work includes soil sampling; sediment and surface water sampling; lysimeter installation and soil porewater sampling; and monitoring well installation and sampling. The field and laboratory data will be compiled into a digital CSM that will include a thorough source characterization, complete horizontal and vertical delineation of PFAS-impacted media, and fate and transport models.

**ROLE**

Asset Management/GIS

EXPERIENCE

26 Years

EDUCATIONMA, City and Regional Planning,
University of Texas at ArlingtonBA, French,
Texas Tech University**CERTIFICATIONS**American Institute of
Certified Planners, 34526Certified Floodplain Manager,
TX, 4201-22NGeographic Information Systems
Professional (GISP)**Gini Connolly, AICP, GISP, CFM**

Gini Connolly brings GIS experience to the Information Management team. As the previous GIS Manager for the City of Hurst for 15 years, Gini has a wide variety of local government GIS knowledge specializing in the collection and use of geographic utility data, and the implementation of software applications utilizing geographic data, including asset management and land planning applications.

REPRESENTATIVE PROJECT EXPERIENCE

Texas Water Development, Trinity Regional Flood Plan, Corsicana, Texas. GIS Specialist responsible for the GIS portions of the Region 3 Trinity Regional Flood Plan that will be rolled into the first-ever State Flood Plan. Halff is working closely with the Trinity Regional Flood Planning Group, which consists of volunteers who represent a variety of interest categories to develop a flood plan representative of the region. The Trinity Regional Flood Plan is a bottom up approach to flood planning that incorporates local floodplain management and flood mitigation projects to reduce future flood losses.

Sheppard Air Force Base / Storm Water Survey (SLA Architects), Wichita Falls, Texas. QA/QC Manager responsible for quality control management for the system wide storm drain GIS inventory and condition assessment efforts in advance of system wide hydraulic modeling.

Texas General Land Office, LRGV Pedestrian Egress Study, Weslaco, Texas. GIS Specialist who conducted an evaluation of how populations in vulnerable, flood prone areas can evacuate to shelters on foot or alternative means of mobility, during a high-rainfall, flash flood, and high-tide events. The project included the collection and assessment of land use, mobility networks, transportation infrastructure, socioeconomic data, traffic count and emergency responder data.

Town of Northlake, Online Development Tracking Map, Northlake, Texas. Project Manager responsible for the updates and enhancements to the Town's water, sewer and storm asset inventories and geodatabase schemas to enable the location-based asset management software, Cartegraph and new key performance indicators. Halff hosts the Town's asset inventories in an Esri hosted solution web app and corresponding web services. Web services had to be redesigned to accommodate Cartegraph and field data entry. Town staff is now able to efficiently manage their systems of assets in a centralized dashboard understanding costs and ability to prioritize future improvements. Lubbock County / Asset Management Inventory; Lubbock, Texas. Technical Advisor for the Heath geodatabase development and hosting responsible for proposed phasing of projects based on City needs. A Data Update and Maintenance Plan was developed to document suggested phasing and realistic, useful cadence of data.

**ROLE**

Vertical Construction - Electrical

EXPERIENCE

18 Years

EDUCATIONBS, Electrical Engineering, University
of Texas Rio Grande Valley**REGISTRATION**Professional Engineer,
Florida No. 97009Professional Engineer,
Texas No. 119255**Gabriel Benavides, Jr., PE**

Gabriel has been involved in electrical engineering design, construction management and project management for municipalities, government and commercial facilities. He has acquired extensive experience in power system design and construction administration for K-12 and higher education renovation projects. Gabriel is also responsible for managing the QA/QC program for the Halff MEP practice. Gabriel has a proven track record of verifying compliance with industry standards and incorporating considerations of reliability, redundancy, energy efficiency and climate consciousness in his designs.

REPRESENTATIVE PROJECT EXPERIENCE

South Texas College (STC), Science, Technology, Engineering, and Math STEM Building - Pecan Campus, McAllen, TX. Engineer responsible for the electrical systems design and construction administration. Coordinated power utilities with the power company as well as the design of the electrical distribution system to building, emergency power backup system, lighting systems, lighting control systems, and fire alarm system. This project involved designing the mechanical, electrical, and plumbing for a 50,000-square-foot, 2-story building. The project is part of the STC \$159 million bond program. The STEM building was constructed for the anticipated student growth.

City of Edinburg, U.S. Highway North 281 Water Distribution System Improvements, Edinburg, TX. Engineer on this project, which consisted of water distribution system improvements along highway 281, between SH 186 and FM 490. This project was triggered by a TxDOT project along Highway 281 that forced the removal of existing water lines conflicting with ongoing highway improvements. The distribution system improvements involved removing existing PVC and AC lines, and replacing them with 45,000 LF of 8" and 17,500 LF of PVC lines with all its pertaining valves, fire hydrants, service connections, etc. The project also consisted of the design of a new pump station for the City of Edinburg to service the communities in the same vicinity.

Brownsville Public Utilities Board (BPUB), Lift Station Rehabilitation Packet 2, Brownsville, TX. Engineer responsible for the electrical, instrumentation, and controls design of nine existing sanitary sewer lift station upgrades. BPUB provides water and wastewater services to the City of Brownsville and the surrounding area. The wastewater collection system has 179 active lift stations which have been in service for many years and are showing signs of significant corrosion and electrical equipment needing safer operable equipment. Electrical upgrades incorporated new electrical distribution equipment, explosion proof raceway design, corrosive resistive equipment rack, portable generator docking station, and a motor starter panel. Instrumentation and controls design included a operator local control panel design at low voltage to increase operate safety.



ROLE

Resiliency

EXPERIENCE

8 Years

EDUCATION

MPA, Public Administration & Policy,
University of North Florida

BA, Political Science,
University of North Florida

CERTIFICATIONS

Waterfront Edge Design Guidelines
(WEDG) Associate

Sean Lahav, WEDG

Sean Lahav has experience in a variety of resilience, public policy, local government planning, and intergovernmental relations projects in the public sector. He has advised elected officials and local governments on policy matters related to climate and economic resiliency, presented to elected commissions and civic organizations on more than 90 occasions, as well as led partnerships with agencies and organizations at the local, state, and national levels. He is specialized in public policy, local government planning, project management, and intergovernmental relations.

REPRESENTATIVE PROJECT EXPERIENCE

Groundwork Jacksonville, Hogans Creek Restoration and Trail Plan — 30% Preliminary Design, Jacksonville, FL.

This project involved developing a 30% stream restoration design for the Hogans Creek sections of the Emerald Trail Project. The goal is to reduce flooding, improve water quality, and provide access and recreational opportunities along the creek. Preliminary plans are currently being shared with the community to gather input that will be incorporated into the iterative design process. The Trail Master Plan includes improving the crossing conditions along existing Hogans Creek greenway and enhancing the overall quality of the greenway to match the established design standard for the entire Emerald Trail system.

Apalachee Regional Planning Council, Professional Environmental Consulting Services - Regional Vulnerability Assessment, Tallahassee, FL.

Project Manager who was responsible for leading the ARPC's development of a regional vulnerability assessment for 9 counties and 28 municipalities, including the City of Tallahassee and Leon County. Led a multidisciplinary team of civil and coastal engineers, GIS analysts, and planners to evaluate the vulnerabilities of more than 17,000 critical assets to current and future tidal flooding, storm surge, sea level rise, rainfall, and compound flooding.

Pasco County, Resilient Pasco Project, New Port Richey, FL.

Resilience Manager responsible for this comprehensive initiative focused on establishing priorities for resilience and sustainability, developing a risk and vulnerability assessment, producing a resilience and sustainability action plan, and developing a living shorelines plan. Halff is currently in the process of navigating the project where a dedicated team of resilience professionals are leading the development of a comprehensive inventory of critical and regionally significant assets in support of the vulnerability assessment. Environmental scientists and field surveyors are evaluating options and strategies for integrating nature-based solutions and living shorelines into local sites that are publicly owned and maintained.

SUPPORT SERVICES



ROLE

Landscape Architecture

EXPERIENCE

12 Years

EDUCATION

BS, Landscape Architecture,
University of Kentucky

REGISTRATION

Professional Landscape Architect,
Florida No. 6667386

Professional Landscape Architect,
Texas No. 3964

REGISTRATION

Waterfront Edge Design Guidelines
(WEDG) Associate

Martin Steffen, PLA, WEDG

Martin has been active in landscape architecture, site design, and land planning for more than 12 years. His experience encompasses both private and public-sector projects. Martin's experience includes master planning services, streetscape design, regional and neighborhood park design, sports complexes, and site design as well as due diligence for eminent domain cases.

REPRESENTATIVE PROJECT EXPERIENCE

City of St. Pete Beach, Pass-a-Grille Park and Street Landscaping, St. Pete Beach, FL. Landscape Architect responsible for this project located in Pass-a-Grille Beach. Martin incorporated new gathering spaces, shade options, site furnishings, and improved pedestrian circulation while preserving the park's history, and many existing amenities that residents enjoy using. Halff performed inventory and analysis, conceptual designs, public outreach landscape and hardscape enhancements, and construction documents with interval design review with the client.

Pasco County, Anclote River Park and Trail, Pasco County, FL.

Landscape Architect responsible for internal design coordination, site design, program management, overall amenity design, and maintaining client relationships for one of Pasco County's most utilized park. This waterfront park is enjoyed by many and is known for its boat access, recreational activities, and providing an overall family-friendly park experience.

City of New Port Richey, Gloria Swanson Parking Lot Expansion, New Port Richey, FL.

Landscape Architect responsible for providing landscape and irrigation improvements to Gloria Swanson Parking lot to provide overflow parking for the historic La Hacienda Hotel as well as the recently renovated Simms Park. Design included working with engineers on parking lot layout and providing landscape enhancements for streetscape which served as the main entrance to the hotel and park. Care was taken to re-use existing trees on site where possible. The City of New Port Richey has designated a majority of its City as a Community Redevelopment Area (CRA). Halff conducted a parking study along, and parallel to, Main Street extending from US 19 to the west and Madison Avenue to the east to confirm that the City has adequate parking to support existing uses, as well as planning for future growth in the Downtown District.

Blueprint Intergovernmental Agency, Airport Gateway Corridor and Trail, Tallahassee, FL.

Landscape Architect responsible for the planning and design of several roadway corridors and trails leading to downtown Tallahassee. Halff has completed public engagement, technical, and administrative coordination; data gathering; preliminary reviews (cultural, environmental, geotechnical); sociocultural effects; traffic and stormwater evaluation; and conceptualization. Covering over seven miles of roadway and over 12 miles of sidewalks, trails, and bicycle lanes, the Airport Gateway intended to substantially improve transportation in our community.



ROLE

Building Design | Vertical Construction

EXPERIENCE

20 Years

EDUCATION

MArch., Southern Illinois
University Carbondale

BS, Architectural Studies,
Texas A&M University

REGISTRATION

Registered Architect,
Florida, #AR97894

CERTIFICATIONS

American Institute of Architects
(AIA), No. 38271985

National Council of Architectural
Registration Boards
(NCARB), No. #82584



Justin Kimmich, AIA, NCARB

Justin is passionate about blending functional design with the art of building to create meaningful architecture. His experience spans from master planning large, multi-phase developments to crafting detailed construction documents. He has worked on a wide range of project types, including single-family homes, offices, restaurants, churches, schools, retail, and high-rise mixed-use developments—most notably the 15-story 1100 Apex in Clearwater. As a former principal, he led high-rise projects, managed operations in Tampa and Riyadh, and promoted integrated project teams for successful outcomes across Florida. Justin is active in the community, serving on Clearwater's Building/Flood Board of Adjustments and Appeals, and participating in AIA, CCIM, SOREP, and mentoring youth at his local church.

REPRESENTATIVE PROJECT EXPERIENCE

Journey Christian Center, Journey Christian Center, Spring Hill, FL.

Architect responsible for design and oversight of the new church home of Journey Christian Center, which included worship and commons area, classrooms and multifunction space, stage and kitchen function area.

Holy Trinity Lutheran Church, Holy Trinity Lutheran Church, Masaryktown, FL.

Architect responsible for renovation and updates to the existing church respecting the historic and culturally important design and material of the existing facility.

Taif University, Taif University Master Plan, Taif, Saudi Arabia.

Architect responsible for overall master plan design consisting of several student centers, dormitories, college buildings, religious centers, respecting cultural needs, separation of genders and advancement of the university's goals.

GSP Development, 1100 Apex, Clearwater, FL.

Architect responsible for plans of 15-story, 134-unit luxury apartment building, utilizing cold form metal framing exterior walls within a post-tension concrete structure.

GSP Development, Saravela, Sarasota, FL.

Architect responsible for plans of 18-story luxury condominium in Sarasota of 271 units with 3 levels of various rooftop amenities, pools, spas, bars and activity areas. This project is anticipated with an approximate \$200 Million dollar construction cost bosting extreme complexity, need for coordination and attention to detail.

**ROLE**

Transportation Planning

EXPERIENCE

37 Years

EDUCATIONBS, Civil Engineering,
Florida Institute of Technology**CERTIFICATIONS**American Institute of Certified
Planners, No. 118919**Gary Phillips, AICP**

Gary's extensive experience includes Project Development and Environmental (PD&E) studies, alternative corridor evaluations, feasibility studies, transportation planning, traffic studies, Section 4(f) evaluation, sociocultural effects evaluation, and public engagement. He has managed various PD&E studies over the last two decades and worked for and developed outstanding relationships with the Florida Department of Transportation (FDOT), Florida's Turnpike Enterprise, Alabama DOT, Mississippi DOT, Texas DOT, the Florida Department of Environmental Protection (FDEP), and numerous municipalities throughout Florida. Gary is extremely knowledgeable about the National Environmental Policy Act (NEPA) process having been responsible for writing and reviewing many of the updates and revisions to the current FDOT PD&E Manual and participated in the development of the Efficient Transportation Decision Making (ETDM) process.

REPRESENTATIVE PROJECT EXPERIENCE

Blueprint Intergovernmental Agency, Airport Gateway Stages 1 and 2, Tallahassee, FL. Project Manager responsible for this Southwest Tallahassee areawide transportation study that includes a broad range of improvements to the various segments of the Airport Gateway corridors. The purpose of this initial effort was to collect the necessary engineering and environmental data to analyze various segment improvements and to advance a subset of recommended alternatives to the next stage of project development, which will include design services, permitting and public engagement. Halff serves as the prime consultant for this transportation improvement project which includes over 7 miles of roadway and 12 miles of sidewalks, trails, and bicycle lanes.

Capital Region Transportation Planning Agency (CRTPA), Congestion Management Plan, Tallahassee, FL.

Project Manager for updating the 2018 CMP in line with FHWA guidelines, focusing on evaluating congestion and identifying strategies to improve recurring and non-recurring delays on CRTPA's critical corridors. The update includes project identification to address congestion and safety, performance management requirements for MPOs, and tasks such as data collection, preliminary reviews, and conceptual planning. Spanning over seven miles of roadway and 12 miles of sidewalks, trails, and bike lanes, the Airport Gateway aims to significantly enhance local transportation.

City of Leesburg, Tav Lee Trail PD&E, Leesburg, FL.

Planner responsible for providing all tasks necessary to obtain Federal Highway Administration (FHWA) approval under the National Environmental Policy Act (NEPA) for the Tav-Lee Trail. Halff will analyze and assess the trails impact on the social, economic, cultural, natural, and physical environment, in order to develop the location and design concept of the trail in accordance with FDOT policy, procedures, and requirements.



David Muntean, Jr., PE

Dave is experienced in transportation engineering, planning, major bridge research & permitting, pre-cast concrete segmental inspection, and project management experience with particular emphasis on traffic operations analyses, intersection and roadway safety improvements, bridge project development, corridor studies, DRI/traffic impact studies and review, origin-destination studies, ITS Project Management, expert testimony, and numerous data collection studies. He has managed multidisciplinary teams on major and minor infrastructure projects and led workshop sessions with governmental agencies regarding roadway, data collection, analyses, and safety recommendations.

ROLE

Transportation Planning

EXPERIENCE

39 Years

EDUCATION

BS, Civil Engineering,
Virginia Tech

REGISTRATION

Professional Engineer,
Florida No. 43368

REPRESENTATIVE PROJECT EXPERIENCE

Transportation Study Reviews, City of St. Pete Beach, St. Pete Beach, FL. Dave served as the lead senior reviewer and expert witness for professional engineering services to review traffic methodology and traffic impact studies submitted by Applicants to redevelop/expand two large developments (Tradewinds and Postcard Inn) along Gulf Boulevard. Tasks involved detail technical reviews and discussions on trip generation, study area determination, existing and proposed operational analyses on impacted roadways and intersections, public meetings, related citizen inquiries, a multi-part quasi-judicial hearing, documentation, and coordination with City staff.

Congestion Management Plan Update, Capital Region

Transportation Planning Agency (CRTPA), Tallahassee, FL. Dave served as Senior Traffic Engineer to evaluate safety issues with an emphasis on fatalities and serious injury crashes for the region's top 10 rural and top 10 urban worst roadway segments as well as the top 10 worst intersections. Crash data were analyzed and potential countermeasures/solutions likely to resolve problem crash types were identified for each location. Various elements of safety were involved, including, but not limited to, access management, signal operations, pedestrians, high speeds, roadway geometry, roadway maintenance, sight distances, and failure to obey traffic control.

CR 2321 and Titus Road Preliminary Intersection Improvement Evaluation, Bay County Public Works Department, Bay County, FL.

The project evaluated potential intersection improvements to the intersection of CR 2321 and Titus Road based on future high-growth traffic conditions and consideration of alternative intersection design configurations. Within the study area, Halff also provides services to review Development Order Application packages submitted to Bay County, the review of which includes, but is not limited to, traffic engineering related submittals, traffic impact studies, turn lane analyses, signal warrant studies, roadway/intersection studies, safety studies, and access management studies.



Jim Miller, PE

Jim is an accomplished engineer with a diverse portfolio encompassing the design of buildings, retaining walls, foundations, bridges, and miscellaneous structures. With a wealth of experience in reinforced concrete design, prestressed concrete design, and structural steel design, Jim brings a comprehensive skill set to each project he undertakes. His exceptional communication skills enable him to articulate complex issues and present innovative solutions, making him an asset in navigating decision-making processes involving multiple stakeholders.

ROLE

Vertical Construction

EXPERIENCE

17 Years Total

EDUCATION

ME, Civil Engineering (Structural),
Texas A&M University

BS, Civil Engineering (Structural),
Texas A&M University

REGISTRATION

Professional Engineer,
Florida No. 87654

REPRESENTATIVE PROJECT EXPERIENCE

North Texas Tollway Authority (NTTA), Dallas North Tollway (DNT)

4th Lane Expansion, Plano, TX. Engineer responsible for design and construction documents for the widening of four existing bridges along a 2.5-mile distance of Dallas North Tollway (DNT). Design uses TxDOT Prestressed Girders and Aesthetic Inverted T Bents. Widening also include flaring deck edges, site visibility constraints, and vertical clearance limitations. Rapid growth in the North Dallas area over several years created significant congestion on DNT. Halff provided engineering services for a capacity improvement for 3.4 miles of the DNT in Plano, Texas. Services includes preparing PS&E for modifications of the main lanes and ramps along the DNT, widening of the existing DNT main lanes, design of electronic tolling gantries, addition of an electronically tolled entrance and exit ramp, relocation of existing fiber optic cable trunk lines and laterals, ITS elements, and maintenance of ITS and tolling elements, executive offices, a Board Room and several conference rooms, and auxiliary spaces for the executives and the marketing department.

Ben E. Keith Beers, Dallas Campus Master Plan, Dallas, TX. Engineer responsible for construction drawings of two typically reinforced concrete slab-on-grade foundations for pre-fabricated metal buildings

Bexar County, Bulverde Road Reconstruction (Phase 5), San

Antonio, TX. Project Manager responsible for the design and supervision of construction drawings for a 175-foot-long retaining wall. Construction phase service included construction observation, shop drawing submittal review, response to RFIs, and change orders. The purpose of this project was to improve the current level of service by adding capacity within the project corridor. Additional project benefits included improved pavement structure, safety, and the removal of the roadway facility from the existing 100-year floodplain while adhering to the standards outlined in the City of San Antonio Unified Development Code (UDC).

City of Leander, Veterans Park Phase 2; Leander, TX. This project included development of a Veteran's park in Leander, Texas. The park is centered around a duck pond and adjacent to the Leander Public Library. The park contains a Veterans Memorial wall, and Memorial flag plaza, and a labyrinth containing the POW/MIA flag.

**ROLE**

Financial (Grant) Services

EXPERIENCE

33 Years

EDUCATIONBA, Political Science,
Stetson University**REGISTRATION**Grant Professional Certified, Grant
Professional Certification Institute**Lisa King, GPC**

Lisa has more than 33 years of experience in providing grant writing and grant administration consulting services to local governments in Florida. She is specialized in projects related to the life cycle of water, transportation, and resilience including emergency management and mitigation. Lisa has successfully obtained over \$300 million in grants to Florida local governments.

REPRESENTATIVE PROJECT EXPERIENCE**Pasco County, Grant Consulting Services, Pasco County, FL.**

Grant Specialist providing comprehensive grant writing services since 2019. Funding Resource Strategy development. Highlights of successful projects include: Multiple applications for HMGP stormwater and drainage projects. CDBG-MIT and BRIC applications for critical facility hardening. Technical assistance on HLMP. Technical assistance on American Rescue Plan and Infrastructure Investment and Jobs Act funding.

City of Panama, City Grant Consulting Services, Panama City, FL.

Grant Specialist providing comprehensive grant writing services since 1992. Funding Resource Strategy development. Highlights of successful projects include: Resilient Florida Vulnerability Assessment, Environmental land acquisition of three parks (Oaks by the Bay, Venetia Sunset and Sweetbay Wetlands Preserve) Multiple park development projects through FRDAP, CPI and LWCF programs. Restoration of historic properties such as the McKenzie House and Panama City Publishing Company, Multiple planning efforts funded through CPI and DEO's CPTA. Technical assistance on BRIC, CDBG-DR and CDBG-MIT. Technical assistance on American Rescue Plan and Infrastructure Investment and Jobs Act funding.

Seminole County, Grant Consulting Services, Seminole County, FL.

Grant Specialist providing comprehensive grant writing services since 2014. Funding Resource Strategy development. Highlights of successful projects include: Multiple HMGP projects associated with Hurricanes Matthew and Irma for drainage and stormwater projects. Applications for CDBG-MIT and BRIC. Pending applications for Resilient Florida Planning and Implementation and HMGP-COVID. Technical assistance on American Rescue Plan and Infrastructure Investment and Jobs Act funding.

City of Arcadia, Grant Consulting Services, Arcadia, FL.

Grant Specialist providing comprehensive grant writing services since 2017. Highlights of successful projects include: Multiple HMGP projects associated with Hurricanes Matthew and Irma. Applications for CDBG-MIT Stormwater. Multiple successful Historic Preservation grant projects for building restoration planning and implementation. 1926 City Hall, vacant for 15 years being restored with grant funding. Pending application for FDEP Wastewater grant for WWTP replacement.



Leah Aidif

Leah has experience in project and contract management, grant administration, NRCS programming, NEPA, Tribal relations, data analysis, and technical writing. She is specialized in projects related to environmental conservation and contract compliance.

REPRESENTATIVE PROJECT EXPERIENCE

Resilient Florida, City of DeLand Vulnerability Assessment and Adaptation Plan, City of DeLand, FL. Responsible for application development. DeLand was awarded \$185,000 in 2023 to complete a Vulnerability Assessment and Adaption Plan for the City.

Florida Job Growth Grant, Umatilla Industrial Park Road/Water-Wastewater/Stormwater Service Expansion Phase II. Grant Specialist responsible for developing the grant application for the Lake Ferns Industrial Park expansion project. Funding from this grant will go towards the City's new Lake Ferns Industrial Park – a foundational development in supporting Umatilla, a Rural Economic Development Initiative (REDI) community, diversify their economy and improve quality of life. The new industrial park that will not only allow existing businesses to grow, but also bring close to 300 new jobs for the community. **Grant Award: \$4.8 million**

Conservation Compliance Coordinator, Seminole Tribe of Florida, Inc. In her role as the compliance coordinator with the Seminole Tribe of Florida, Inc., Leah was responsible for managing NRCS programming on the Brighton and Big Cypress Reservations. She was able to resolve a 7+ year backlog worth about \$3 million of NRCS EQIP contracts to avoid penalties. In order to accomplish these goals, she excelled in contract, project, and compliance management.

Native American Agricultural Fund Grant. Leah her team helped the Seminole Tribe of Florida Inc. secure funding to develop a cattle program accounting system to provide tribal producers access to accounting information on a timely basis and provide tribal cattle owners the opportunity to mitigate risk and make informed business decisions. **Grant Award: \$200,000**

Bureau of Indian Affairs Invasive Species Program. Leah and her team helped the Seminole Tribe of Florida, Inc. secure funding for noxious weed management across all Seminole reservations in Florida. There are many federally listed noxious weeds on the reservations that are negatively impacting the reservation lands; this money allowed the tribe to work on management plans and eradication of many of these noxious weeds. **Grant Award: \$250,000**

ROLE

Financial (Grant) Services

EXPERIENCE

5 Years

EDUCATION

MS, Agronomy,
University of Florida

BS, Plant Science,
University of Florida

**ROLE**

ADA Compliance

EXPERIENCE

23 Years

EDUCATIONBS, Plant Science,
University of Florida**REGISTRATION**Professional Engineer,
Florida No. 43368**CERTIFICATIONS**National Council of Examiners for
Engineering & Surveying No. 54618ICC Accessibility Inspector/Plans
Examiner No. 8203944Registered Accessibility Specialist,
TX No. 1674**Bryan Weinstein, PE, AI/PE**

Bryan is an ADA Compliance Engineer with 23 years of experience specializing in State and Federal ADA codes for parks, facilities, public rights-of-way, and Transition Plans. A certified Accessibility Inspector/Plans Examiner, he has assessed numerous sites, authored Transition Plans, and supported agencies like the Maryland Transit Administration and South Florida Regional Transportation Authority. He contributed to FDOT's Accessing Transit Design Handbook, provides ADA training nationwide, and developed tools for efficient field data collection.

REPRESENTATIVE PROJECT EXPERIENCE**Manatee County, Countywide ADA Transition Plan, Manatee County, FL.**

As Project Manager and ADA Compliance Engineer, Bryan developed a multi-year assessment schedule to accommodate the large number of County facilities and a limited budget, allowing for phased evaluations each year. He has completed assessments of most of the County's high-use buildings and parks, and has also led ADA trainings and focus groups to support ongoing compliance and community engagement.

City of Pinellas Park, FL, ADA Transition Plan, Pinellas Park, FL.

As ADA Compliance Engineer, Bryan led the development of a comprehensive ADA self-evaluation and Transition Plan for the City of Pinellas Park, covering 57 buildings, 11 parks, 200 miles of sidewalk, and the City's website and policies. Public input was gathered through a city-wide online survey and multiple outreach efforts to maintain community engagement and support. The project was completed on time and under budget, allowing for additional ADA staff training and the creation of general ADA checklists to assist City staff with future assessments.

Town of Fort Myers, ADA Transition Plan, Fort Myers Beach, FL,

Project Manager responsible for conducting assessments of facilities, parks, and pedestrian infrastructure including crosswalks and curb ramps, reviewing Town policies, programs, and procedures and town website using WCAG 2.0 website standards, and presenting findings to integrate public comments into final comprehensive ADA Transition Plan.

Lake County, LakeXpress ADA Transition Plan, Lake County, FL.

Project Manager responsible for assessing the County's bus stops and connecting sidewalks for ADA compliance. Data collected was used to formulate recommendations and cost estimates to mitigate barriers to accessibility. Assessment reports were provided for each stop and connecting portion of sidewalk and curb ramp.

**ROLE**

ADA Compliance

EXPERIENCE

7 Years

EDUCATIONBS, Plant Science,
University of Florida**CERTIFICATIONS**American Institute of Certified
Planners No. 34720Accessibility Inspector/Plans
Examiner (International Code
Council) No. 92072059**Amanda Harig, AICP, AI/PE**

Amanda is a Planner in Benesch's American with Disabilities Act (ADA) Compliance Solutions area focusing on the development of ADA Transition Plans, ADA training modules, bus stop accessibility studies and connectivity studies, and data collection. Her roles in the ADA Transition Plan process include the development of the plan format, creation of applicable maps using ArcGIS Online, ADA compliance research and data evaluation. She has experience creating and presenting ADA trainings discussing the ADA design standards, communication procedures, and historical context.

REPRESENTATIVE PROJECT EXPERIENCE**City of Clearwater, Clearwater ADA Transition Plan, Clearwater, FL.**

Amanda assisted Benesch in conducting 89 facility assessments, 7,845 curb ramps assessments, a right-of-way assessment and four City staff trainings to update the City's current ADA Transition Plan and educate staff on the intricacies of the ADA. The transition plan incorporated sustainability principles and human-centered design elements to allow for heightened accessibility.

Manatee County, Countywide ADA Transition Plan, Manatee County, FL.

Due to number of facilities needed to be assessed and County's limited budget, a multi-year assessment schedule developed to assess portion of County's facilities each year. In addition to having completed the assessment of the majority of the County's high-use buildings and parks, ADA Trainings and focus groups have been held.

Space Coast Area Transit, Bus Stop ADA Training,

Brevard County, FL. Amanda assessed over 2000 bus stops and assisted in the development of a bus stop ADA Transition Plan. She developed and presented at in-person and virtual trainings that detailed the accessibility requirements of bus stop benches and boarding alighting pads, as they relate to compliance with the ADA and Florida Accessibility Code (FAC) requirements, and facilitated in-person assessment practice at three local bus stops. The training also discussed third party bench requirements, accessibility of construction zones, and plans review.

Lee County Transit (LeeTran), Bus Stop ADA Accessibility Study and Transition Plan, Lee County, FL.

Amanda assisted in conducting an ADA Assessment for all 1,750+/- bus stops, park-and-ride facility, three major transfer centers for LeeTran. These bus stops serve 23 bus routes in the off-season and 26 during season. The ADA Bus Stop Accessibility Study will identify all non-compliant infrastructure and produce an ADA Transition Plan to help identify a strategy to implement required improvements.

**ROLE**

Survey

EXPERIENCE

30 Years

EDUCATION

AA, General Studies,
Valencia Community College

REGISTRATION

Professional Surveyor and Mapper,
FL No. LS6120

Suzanne Osborne, PSM

Suzanne has a diverse and comprehensive skillset in the field of surveying. Her experience encompasses various types of surveys and deliverables, indicating a strong understanding of both the theoretical and practical aspect of surveying work. This experience and knowledge can be valuable in various projects involving land development, municipal/ infrastructure planning, and legal matters related to property boundaries. As a Team Leader, she plays a crucial role in guiding and managing a team of surveying professionals to successfully complete projects as she oversees the planning, execution, and completion of surveying projects. This includes allocating resources, setting timelines, and verifying that projects are delivered on schedule and within budget.

REPRESENTATIVE PROJECT EXPERIENCE

Phase 4 Water Main Replacement, Groveland, FL. Project Surveyor responsible for analyzing monumentation, determining right of way, and gathering topographic information for approximately 3 miles of this comprehensive project. Additional responsibilities included collaboration with engineers and other stakeholders to define scope and fees. The primary objectives of this project were to enhance water quality, improve fire flow capabilities, and to establish a connected water system within the City.

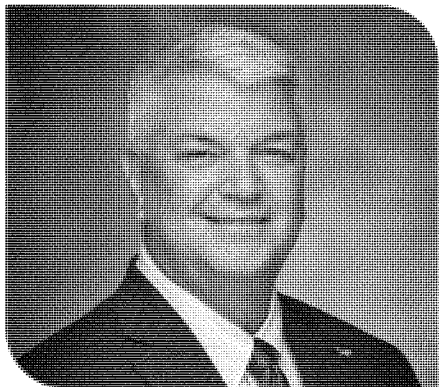
US 27 Water Main Extension, Leesburg, FL. Project Surveyor responsible for analyzing monumentation, determining right of way, and gathering topographic information for approximately 4 miles, in support of this substantial water main extension project.

Mayport Wastewater Treatment Plant, Jacksonville, FL. Project Surveyor responsible for the coordination and management of this project including accurate and highly detailed topographic data in support of the wastewater treatment plant modifications.

Sheriff's Organization Evidence Warehouse, Lake County, FL.

Project Surveyor responsible for the boundary and topographic surveys in support of engineering design, permitting, and construction administration services for an 18,700-sf warehouse situated on 10 acres.

8th Street Pier, Clermont, FL. Project Surveyor responsible for conducting a bathymetric survey to map the underwater topography for the proposed marina at the 8th Street Pier. In addition to underwater mapping, Suzanne also performed a topographic survey of the landward property surrounding the proposed marina. The primary objective of the marina project in the City of Clermont is to enhance lake utilization and boost the economic impact to the City's downtown waterfront.

**ROLE**

Survey

EXPERIENCE

36 Years

EDUCATIONBS, Surveying and Mapping,
University of Florida**REGISTRATION**Professional Surveyor and Mapper,
FL No. LS5303**Russell Hyatt, PSM**

Russell has over 36 years of surveying experience with a four-year degree in Surveying and Mapping. His project experience has included commercial / municipal development surveys and geodetic surveys and beach/channel/port hydrographic surveys. Russell has extensive experience providing survey services to local, state and federal agencies such as the Pinellas, Hillsborough, Manatee, Sarasota, and Charlotte Counties, Florida Department of Transportation, Florida Department of Environmental Protection and the U.S. Army Corps of Engineers-Jacksonville District.

REPRESENTATIVE PROJECT EXPERIENCE**Hillsborough County, Cypress Street Outfall, Hillsborough**

County, FL. Russell was the Project Manager for the Right of Way and Topographic survey on Cass Street, Rome Avenue, Gray Street & Cypress Street (approx. 8,500LF total). The survey limits extended to a point 5 feet beyond each right of way line or to the project area limits where accessible. This included locating up to 5,000LF of jurisdictional wetland flagging and preparation of a DTM/TIN model and contour lines. Up to 30 easement descriptions and sketches were also required.

City of Tampa, Himes Avenue at Idlewild Avenue and Lambright

Street, Tampa, FL. Hyatt Survey provided survey and mapping services. Russell was the Project Manager for Himes Avenue at Idlewild Ave and Lambright Street with tasks for this project including Horizontal/Vertical Control Surveys, Right of Way Survey, Staking, Alignment of Existing R/W lines, Reference Points, Topographic survey, Drainage Survey, Control Survey, Parcel Sketches, Work Zone Safety, QA/QC, Supervision and Coordination, along with Legal Descriptions.

Hillsborough County, Lindawoods Street & Beth Court ROW and Topographic Survey, Hillsborough County, FL.

Russell performed a Topographic ROW Survey of the the limits of the topographic/DTM. Hyatt Survey located visible aboveground site improvements, utilities and appurtenances. Underground utilities were graphically depicted on the survey drawing(s). Hyatt Survey determined the site elevations of fifty (50) foot grid, at grade breaks, at changes in direction on curbing/paving within the project description.



ROLE SUE

EXPERIENCE 20 Years Total

EDUCATION HSD, Palm Harbor Preparatory

Nathan Simon

As a manager, Nathan was responsible for hiring and training SUE staff to accommodate to the needs of clients. He managed the day-to-day functions of projects for FDOT, military bases, power plants, schools, directional drill companies, private development, counties, cities, and other municipalities in Florida.

REPRESENTATIVE PROJECT EXPERIENCE

Port Tampa Bay, Geographic Information System (GIS) Utility Data Collection, Tampa, FL.

SUE Manager responsible for providing coordination and oversight of all SUE field activities for this year-long project to designate utilities within a large section of Hookers' Point for Port Tampa Bay. Utilities were designated and surveyed for inclusion in a GIS database deliverable for the Port. Nathan assisted Port Tampa Bay with locating and collecting data for all subsurface and above-ground utility appurtenances including fiber optic, water, stormwater, electric, natural gas, and ammonia. His SUE team designated all subsurface utilities within the project area which were then mapped by the surveying team. In Phase 1, a GIS database was developed to house all of the locations and required attribution. The Esri Local Government Model was used as a template, but heavily modified to fit the needs of locating underground utilities. Phase 2 involved the population of the GIS database using the Port's as-builts. Used ArcGIS for AutoCAD and Trimble Business Center to directly populate the GIS database from the as-builts.

Manatee County, Continuing Services, Manatee County, FL.

SUE Manager responsible for providing various SUE services to the County under a continuing services task work order contract. Projects performed under this contract involved subsurface utility investigations, designations, and excavation in support of roadway design, pipeline design, and water treatment plant design projects.

City of Tampa, Water Street, Tampa, FL.

SUE Manager responsible for providing coordination and oversight of all SUE field activities for over 64 acres of intense urban development. The project designated all utilities within 2.5 miles of downtown. Vacuum excavation of utilities was performed in advance of utility design to support roadway improvements and realignment of the street network. Additional vacuum excavations were performed during the construction phase for clearance of mast-arm pole foundations. The timing for this project required the management and coordination of multiple SUE teams and extensive coordination with surveying staff to confirm the complete mapping of all designated and excavated utilities.



ROLE
Urban Planning

EXPERIENCE
26 Years

EDUCATION
BS, Urban & Regional Planning
and Co-Op Program,
University of Waterloo, Canada

CERTIFICATIONS
American Institute of Certified
Planners, No. 030904

Isabelle Albert, AICP

Isabelle has more than 25 years of experience with urban planning, zoning, and the public hearing process. She provides professional services related to land use issues, special and conditional uses, as well as zoning, community planning, subdivision regulations, and growth management regulations. Her previous experience as Principal Planner for Hillsborough County provides a unique understanding of local planning issues.

REPRESENTATIVE PROJECT EXPERIENCE

Escambia County Comprehensive Plan Review, Escambia County, FL.

Project Manager responsible for assisting in the data and analysis of the County's Comprehensive Plan, land use, zoning, population growth, existing residential development and the consideration for new residential development within the rural areas of Escambia (comprised of +/- 60% of the land). Analysis of the County's agricultural land, businesses and economy played a vital factor in determining where the County could potentially direct growth while preserving these agricultural lands within the rural area. Halff provided suggested revisions to their Comprehensive Plan and presented to the general public through workshops as well as the County's Planning Agencies.

Walden Lake, Plant City, FL. Project manager responsible for conceptual master planning of the Walden Lake Golf and Country Club in the City of Plant City. The project consisted of redevelopment of the terminated golf course area with a community that includes a variety of housing styles and a mixed-use town center. The 2,060-acre development was at the southeast of Turkey Creek Road and Sydney Road. The golf course was approximately on 290 acres.

Hillsborough County, Urban Service Area Expansion, Hillsborough County, FL.

Project manager responsible for multiple privately initiated Comprehensive Plan Amendments which lead to the expansion of the Urban Service Area within Hillsborough County approved by the Board of County Commissioners. The amendments included data and analysis, community outreach, county staff coordination and presenting at public hearings. This outcome will play a huge factor in directing our county's development growth for years to come.

City of Wimauma, Council Growers Planned Development,

Wimauma, FL. Project manager responsible for the development entitlements of a 638 +/- acre site in Wimauma, Florida. This project the first project reviewed under the new Wimauma Village Residential (WVR-2) future land use category regulations in the Hillsborough County Comprehensive Plan. The new WVR-2 regulations are very detailed and extensive in the types of developments permitted and the way they are designed. The regulations also do not allow for any variations or waiver requests. The project included a Planned Development rezoning to permit 1,816 residential units, neighborhood centers, a public school, and various recreational amenities and parks.



ROLE
Urban Planning

EXPERIENCE
10 Years

EDUCATION
BS, Information,
Community and Technology

Brice Pinson

Brice has nine years of experience in A/E marketing for public- and private-sector clients throughout Florida. She transitioned into an urban/community planning role, providing professional services related to zoning and land use issues, community planning, real estate due diligence, and growth management regulations. Brice also leads many of Halff's public involvement meetings, giving her the insight into what policies will be best for Orange City stakeholders.

REPRESENTATIVE PROJECT EXPERIENCE

Hillsborough County, Urban Service Area Expansion, Hillsborough County, FL. Project planner responsible for multiple privately initiated Comprehensive Plan Amendments which lead to the expansion of the Urban Service Area within Hillsborough County approved by the Board of County Commissioners. The amendments included data and analysis, community outreach, county staff coordination and presenting at public hearings. This outcome will play a huge factor in directing our county's development growth for years to come.

City of Wimauma, Council Growers Planned Development, Wimauma, FL. Project planner responsible for the development entitlements of a 638 +/- acre site in Wimauma, Florida. This project was particularly challenging as it was the first project reviewed under the new Wimauma Village Residential (WVR-2) future land use category regulations in the Hillsborough County Comprehensive Plan. The new WVR-2 regulations are very detailed and extensive in the types of developments permitted and the way they are designed. The regulations also do not allow for any variations or waiver requests. The project included a Planned Development rezoning to permit 1,816 residential units, neighborhood centers, a public school, and various recreational amenities and parks.

City of Tampa, The Landing at Riverwalk Mixed-Use Development, Tampa, FL. Project planner for obtaining the entitlements for a vertical mixed-use development on a 1.27 +/- acre site within the City of Tampa. To reach the client's goal, a Comprehensive Plan Amendment was required in order to increase the permitted request for density, as well as appropriately transition land uses. A rezoning to a Planned Development and an alley right-of-way vacation was also required. The scope of the Comprehensive Plan Amendment, Planned Development rezoning, and right-of-way vacation application processes included preparing all application materials including site plans and project narratives, coordinating with other consultants for architecture, traffic, and landscape architecture/arborist services, meetings and negotiations with Hillsborough County Planning Commission and City of Tampa Development and Growth Management staff, community outreach, and representing the client at public hearings before the City Commissioners.



ROLE
Geotechnical

EXPERIENCE
21 Years

EDUCATION
MS, Civil Engineering,
Geotechnical Concentration
University of South Florida

BS, Civil Engineering,
University of South Florida

REGISTRATION
Professional Engineer,
Florida No. 68440

CERTIFICATIONS
LEED Accredited Professional



Jessica McRory, PE, LEED AP

Jessica has managed the geotechnical aspects of testing, design and construction for over a thousand engineering projects over the last 21 years. Her involvement has included analysis and evaluation of soil conditions pertaining to new construction design, as well as ongoing construction projects. Project experience has ranged from task order contracts to large FDOT projects. Other responsibilities have included coordinating geotechnical field and laboratory testing, as well as construction materials testing services. Evaluations have included soil and groundwater conditions, determining soil bearing capacity and consolidation characteristics and analyzing the performance of various types of foundation systems. She has provided recommendations for shallow foundations, various ground improvement techniques and deep foundation systems including driven piles, drilled shafts and augercast piles.

REPRESENTATIVE PROJECT EXPERIENCE

St. Pete Beach, Engineering and Consulting Services, St. Pete Beach, FL. Jessica and AREHNA supported this task order contract on an as-needed basis. Projects included roadway, bridge and intersection improvements, water and wastewater, stormwater and drainage, facilities, parks and seawalls. Task included a new 36-foot by 18-foot elevated platform that will house the new backup generator and a 5,600 gallon tank for the existing pump station. Jessica served as the Contract Manager and provided project oversight, field and laboratory coordination and site recommendations.

St. Pete Beach, 36th Avenue Seawall Repair, St. Pete Beach, FL. Jessica served as the Project Manager responsible for project oversight, coordinating and overseeing drilling and laboratory testing programs, providing recommendations, engineering analysis and reporting. This project consisted of replacing an approximately 30 LF section of concrete seawall with a living shoreline.

City of St. Petersburg, Geotechnical Materials Testing and Inspection Continuing Services Contract, St. Petersburg, FL. Jessica coordinated and oversaw drilling and laboratory testing programs and performed engineering analysis and reporting. The work included a variety of transportation and utility replacement projects.

Consulting Services for Stormwater Management Services, St. Petersburg, FL. Jessica served as a Project Manager and AREHNA provided geotechnical engineering support services as a subconsultant on this stormwater improvements task order contract. Multiple sites throughout the city were identified as flood prone areas with insufficient drainage. The purpose of our geotechnical study was to obtain information on the general subsurface conditions at the proposed project sites.



ROLE
Geotechnical

EXPERIENCE
18 Years

EDUCATION
BS, Aeronautical and
Astronautical Engineering,
Ohio State University

REGISTRATION
Professional Engineer,
Florida No. 72949

CERTIFICATIONS
PMP No. 1877480



Kevin Hill, PE, PMP

Kevin's experience includes project management and technical direction of geotechnical engineering projects, geotechnical field investigations, and analyses for numerous public and private sector clients. His experience includes working on numerous projects in the areas of subsidence (sinkhole) investigations and sinkhole/structure stabilization. Geotechnical projects include project management and geotechnical design of shallow and deep foundation systems for commercial, industrial and residential structures, bridges and sanitary/water system structures and waste phosphatic clay and organic soil stabilization, as well as providing design soil parameters and recommendations for roadway embankments, pavement including airport taxiways, aprons and parking areas, landfills, MSE walls, mast arm poles, stormwater ponds, retaining walls, pipelines, storage tanks, pond clay liners and monitoring wells. His technical experience includes soil classification, seepage analysis, settlement analysis, slope stability analysis and various soil stabilization/improvement techniques.

REPRESENTATIVE PROJECT EXPERIENCE

City of St. Petersburg, Miscellaneous Professional Services for Stormwater Management, Transportation and Bridge Improvement Projects, St. Petersburg, FL. Kevin provided geotechnical engineering support as a subconsultant on this professional services contract for Stormwater management, Transportation and Bridge Improvement projects.

City of St. Petersburg, Intersection Carillon Parkway and Fountain Parkway, St. Petersburg, FL. The purpose of our geotechnical study was to obtain information on the general subsurface conditions for the proposed signal improvements. Kevin served as the Senior Geotechnical Engineer responsible for coordinating the subsurface explorations, soil classification, supervising the laboratory testing program, geotechnical engineering recommendations and report preparation.

City of St. Petersburg, Geotechnical Engineering Contract (Northeast Water Reclamation Facility), Saint Petersburg, FL.

Kevin performed geotechnical engineering services for this project which consists of renovations to the existing pump station to accommodate new equipment.

City of St. Petersburg, Southwest Water Reclamation Facility Improvements, St. Petersburg, FL. Kevin provided geotechnical engineering services for this project which includes the design of a sheet pile wall to stabilize the embankment along the Frenchman's Creek. The project site is located west of US Highway 19 at Frenchman Creek, in St. Petersburg. The site is part of Southwest Water Reclamation Facility improvements for the City of St. Petersburg.

**ROLE**

Marine Facilities

EXPERIENCE

18 Years

EDUCATION

MS Coastal and
Oceanographic Engineering,
University of Florida

BSCE, Civil Engineer,
University of Florida

REGISTRATION

Professional Engineer,
Florida No. 70619

CERTIFICATIONS

Association of Project Management,
Associate Project Management

Professional (APMP), Level D
Certification, No. AP180506

**moffatt & nichol****Nancy Lehr, PE, APMP**

Nancy has an extensive career spanning over 18 years of professional experience in marine structural and coastal engineering along the East Coast US, Caribbean, Ohio, and Texas coasts. She has both managed and worked on many types of marine structural projects including large port rehabilitation, marina layout and design, dredging, dredged material management, bulkhead and sheet-pile wall design, pile foundation structures, plans and specifications, and construction administration and observation. As a project manager for dozens of large and small marine structural engineering projects, she utilizes her background in structural and coastal engineering to provide an efficient design for both structural design loading and loads induced by coastal elements such as storm surge, breaking waves, and wind driven waves. She provides clients with a hands-on approach and prides herself on being responsive to client needs and expectations, and conscience of both design and construction costs.

REPRESENTATIVE PROJECT EXPERIENCE**City of Clearwater Engineer of Record (EOR) On-Call Services, Clearwater, FL.**

M&N was selected to provide Marine/Coastal and Seawall project as part of an on-call contract for Engineer of Record Consulting Services for a period of 4 years. M&N will provide a variety of projects for the City, including feasibility studies, market analysis, repair and rehabilitation design, marine and coastal engineering design, and emergency response inspections and assessments of marine facilities. Nancy was the Project Manager for multiple task orders on this contract including:

- City of Clearwater Harbor Marina Wave Attenuator Replacement
- Clearwater Harbor Marina Post-Hurricane Assessment
- Clearwater Harbor Marina North Basin Hurricane Repairs

Billfish Marina Reconstruction and Rehabilitation Project, Fort Lauderdale, FL.

Senior structural engineer overseeing structural design elements for the redevelopment of the Billfish Marina to handle mega-yachts for repair. Billfish Marina is a 7-acre yacht repair facility in need of upgrades. The main structural design elements include upgraded bulkheads to handle a 500-Ton travel lift, realignment of floating docks, upgraded pavements for the repair yard and improved drainage systems. Provided structural design and analysis oversight for the bulkhead and travel lift piers.

City of Port Richey Engineering Services Project On-Call Contract, City of Port Richey, Port Richey, FL.

Project manager and engineer of record for two task orders through a General Engineering Services contract. Led project tasks that included channel marker replacement along the Pithlachascotee (Cotee) River, channel extension design for Channel 20 and associated seagrass mitigation. Nancy oversaw the design and calculations for the associated pieces of each of the separate task orders.



Isaac Canner, PE

As a waterfront structural engineer, Isaac Canner regularly provides inspection, planning, analysis, design, construction documents, and bid/post-construction-award services for repair, rehabilitation, and modernization of waterfront facilities. Typical waterfront structure projects have included piers, wharves, bulkheads, quay walls, fender/mooring systems, and floating docks for the U.S. Navy, government agencies, port authorities, and other clients. Also, as an ADCI-certified commercial diver, Isaac is an integral part of M&N's Inspection and Rehabilitation practice providing extensive experience with waterfront facility inspection and condition assessment.

ROLE

Marine Facilities

EXPERIENCE

23 Years

EDUCATION

ME, Structural Engineering,
University of Florida

BS, Civil Engineering,
University of Florida

REGISTRATION

Professional Engineer,
Florida No. 71903

CERTIFICATIONS

FHWA-NHI-130055: Safety
Inspection of In-Service Bridges

ADCI Diver #206215657



moffatt & nichol

REPRESENTATIVE PROJECT EXPERIENCE

Bird Key Yacht Club, Bird Key Yacht Club Marina Renovation, Tampa, FL. Project engineer responsible for the replacement of existing Marina, including docks, bulkhead, utilities, boat lifts, marina fuel system, water, sewer and electrical utilities, and maintenance dredging. Project tasks included preparation of a design-build request for proposal package, performance design requirements, concept drawings, and local, state, and federal permit applications for in-water work.

City of Tampa, Julian B. Lane Park Renovation. Tampa, FL. Structural engineer for the assessment of existing concrete sheet pile bulkheads, and the design of new bulkheads, walkways and docks as part of redevelopment of a 23-acre park along the Hillsborough River in Tampa. The waterfront elements of the park are geared towards increasing public access to the waterfront, including non-motorized boat launches, transient boat docks, and water taxi stops.

Port Tampa Bay, General Engineering Services Contract, Tampa, FL. Structural engineer and task manager for multiple task orders under PTB's General Engineering Consultants Contract. Task orders have included engineering design and preparation of construction documents, construction support services, waterfront structural inspections, and preparation of condition assessment reports.

City of Tampa, Citywide Dock Design Report, Tampa, FL. Project manager and lead structural engineer for assessment of more than 30 boardwalks, docks, and footbridges at 10 city parks around Tampa. A report was prepared with an asset inventory of the structures for planning future maintenance and capital improvement projects. The report included condition ratings, repair recommendations, and opinions of probable construction cost for planning for the repair and/or replacement of each structure.



Mike Herrman, PE

Mike's responsibilities include serving as project engineer or project manager on a wide range of waterfront, marina, coastal processes, environmental restoration, shore protection, and navigation improvement projects. He conducts marina feasibility and market assessment studies for boating regions throughout the US, the Caribbean, and Central America. Related design experience includes planning, engineering, environmental impact assessments, including marina water quality assessments, permit facilitation, and construction support services. Specific design experience includes design of navigation, dredging, dock systems and marina related elements.

ROLE

Marine Facilities

EXPERIENCE

28 Years

EDUCATION

MCE, Coastal Engineering,
University of Delaware

BCE, Civil Engineering,
University of Delaware

REGISTRATION

Professional Engineer,
Florida No. 66025

CERTIFICATIONS

TWIC (Transportation Worker
Identification Credential) – US
Department of Homeland Security



moffatt & nichol

REPRESENTATIVE PROJECT EXPERIENCE

City of Sarasota, Sarasota Bayfront – “The Bay,” Sarasota, FL.

Planner responsible for waterfront activation for the project master plan. Attended early public sessions to garner feedback on site opportunities then used that feedback to develop a waterfront activation program that included water taxi and ferry access as well as day docking for recreational boating while maintaining functionality at the existing boat ramp facility. The waterfront also includes personal watercraft launching and use areas. Worked with the lead consultant and owner to gather public input on the various concepts and used that feedback to refine the preferred concept. Mike assisted with the organization and presentation to a local boating working group to further vet the waterfront activation concepts.

City of Clearwater, Clearwater Comprehensive Boating Plan, Clearwater, FL.

Project manager and lead analyst responsible for developing a comprehensive boating plan to elevate the City of Clearwater's Downtown Marina into a regional boating destination. The plan identified other regional boating destinations and identified features of those facilities to determine those common to boating destinations.

St. Petersburg Transient Dock Wind and Wave Study, St.

Petersburg, FL. Project Manager responsible for analyzing wind and wave data for Tampa Bay to develop localized wave conditions for a 20-slip transient dock to support day visitors to downtown St. Petersburg. Also prepared a Boating Infrastructure Grant Program application for approximately \$1,000,000 to support design and construction of the dock. Services included performing spectral wave modeling of Tampa Bay in the project vicinity along with localized Boussinesq wave modeling of the harbor where the docks will be located. The results of the study were used to develop performance specifications for floating transient docks. The grant application was approved, and the City is moving forward with design and permitting of the docks.

City of Tampa Docks and Boardwalks Assessment, Tampa, FL. Quality assurance reviewer for City of Tampa project to inspect and evaluate select City owned dock and boardwalk structures located throughout the City. Reviewed the prepared report for completeness against the agreed scope and verified the technical accuracy of the report conclusions.

Exhibit B - Forms

PUBLIC ENTITY CRIMINAL AFFIDAVIT

IV. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO SECTION 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: Brandyn Littleton,
(Print individual's name and title)

for: Half Associates, Inc.
(Print name of entity submitting sworn statement)

at: 1000 N. Ashley Drive, Suite 900, Tampa, FL 33602
(Business address)

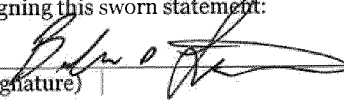
and (if applicable), its Federal Employer Identification Number (FEIN):

75-1308699
(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 Section 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, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 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 Section 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 entity 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, FLA. STAT., 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 21st day of April, 2025, by Brandon D. Hill, 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)

MARYANN T. NESPOLI
Notary Public
State of Florida
Comm# HH442541
Expires 11/19/2027



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NON-COLLUSION AFFIDAVIT

V. NON-COLLUSION AFFADAVIT

STATE OF Florida
COUNTY OF Hillsborough

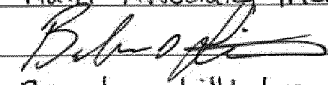
I state that I, Brandyn Littleton of Halff Associates,
(Name and Title) (Name of Firm)

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. Halff Associates, 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, 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.

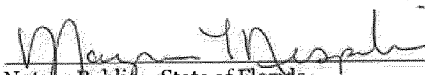
Name of Organization: Halff Associates Inc.

Signed By: 

Print Name: Brandyn Littleton

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of April, 2025, by Brandyn D. Littleton who is personally known to me or has produced as identification.

(SEAL)


Notary Public – State of Florida

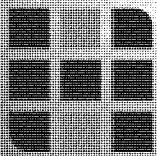
(Print, Type, Stamp, or Commissioned
Name of Notary Public)



MARYANN T. NESPOLINI
Notary Public
State of Florida
Comm# HH442541
Expires 11/19/2027

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We improve lives and communities
by turning ideas into reality.

Halff
1000 North Ashley Drive
Suite 900
Tampa, FL 33602
813.620.4500
halff.com

RFP 22-48BK: Continuing Consulting Services - Planning & Engineering Infrastructure Grants					
Hourly Rates					
#	Title	Description	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3
1	Archaeologist	Bachelor's degree in related field and/or relevant experience	\$ 112.00	\$ 117.00	\$ 123.00
2	Architect	registered w/ 1+ years post registration experience. Not for use on CEI	\$ 175.00	\$ 182.00	\$ 191.00
3	Architect Intern	non-licensed with 4-year degree in Architecture	\$ 120.00	\$ 125.00	\$ 131.00
4	CADD/Computer Technician	Design and Drafting Associates degree with 1+ year of experience	\$ 97.00	\$ 101.00	\$ 106.00
36	Chief Archaeologist	Masters or PhD in related field with 20+ years of experience	\$ 253.00	\$ 265.00	\$ 277.00
38	Chief Designer	20+ years of design experience, non-registered	\$ 210.00	\$ 220.00	\$ 230.00
39	Chief Engineer 1	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 15+ years of post-registration experience. Consultant proposes if individual is in a technical discipline oversight role.	\$ 348.00	\$ 363.00	\$ 380.00
40	Chief Engineer 2	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 25+ years of post-registration experience. Consultant proposes if individual is in a technical discipline oversight role.	\$ 389.00	\$ 407.00	\$ 425.00
41	Chief Planner	Degree in planning or equivalent, with 20+ years exp.	\$ 229.00	\$ 240.00	\$ 250.00
42	Chief Scientist	Degree in related field with 20+ years of experience	\$ 257.00	\$ 268.00	\$ 280.00
43	Chief Utility Coordinator	HS Graduate with 20+ years of utility coordination experience including interpreting plans, and assisting the Utility Agency Owners (UAO) with completion of their work schedules and agreements, and FDOT, FHWA, and AASHTO standards, policies, procedures, and design criteria. Not for use on CEI.	\$ 193.00	\$ 201.00	\$ 211.00
49	Design Intern	enrolled in BSCE	\$ 80.00	\$ 82.00	\$ 86.00
50	Designer	10+ years of design experience, non-registered	\$ 162.00	\$ 170.10	\$ 178.61
51	Electrical Engineer	EE degree w/ 2+ years of post-graduate experience	\$ 126.00	\$ 131.00	\$ 137.00
52	Engineer 1	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 0 years of post registration experience	\$ 157.00	\$ 164.00	\$ 172.00
53	Engineer 2	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 5+ years of post registration experience	\$ 207.00	\$ 216.00	\$ 226.00
54	Engineering Intern	entry level w/ engineering degree; EI License required	\$ 126.00	\$ 131.00	\$ 137.00
56	Environmental Specialist	B.S. degree in physical or natural sciences or engineering w/ 2+ year's exp.	\$ 112.00	\$ 117.00	\$ 123.00
57	GIS Specialist	Degree in related field; or combination of education and experience	\$ 96.00	\$ 100.00	\$ 105.00
61	Land Planner	Degree in related field; or combination of education and experience or AICP	\$ 222.00	\$ 232.00	\$ 242.00
62	Landscape Architect	Registered. Not for use on CEI	\$ 131.00	\$ 137.00	\$ 144.00
63	Landscape Architect Intern	entry level w/ BS degree or equivalent. Not for use on CEI	\$ 117.00	\$ 123.00	\$ 128.00
64	Landscape Designer/Landscape Planner	Non-registered with 3+ years of experience	\$ 154.00	\$ 161.00	\$ 168.00
81	Planner	Degree in planning or equivalent/ 1+ years of experience	\$ 118.00	\$ 123.00	\$ 129.00
82	Principal Engineer	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 20+ years of post-registration experience. Consultant proposes if individual is in an enterprise oversight role (over resources and team).	\$ 400.00	\$ 418.00	\$ 437.00
83	Project Architect	registered w/ 5+ years of post-registration experience. Not for use on CEI	\$ 200.00	\$ 209.00	\$ 218.00

RFP 22-48BK: Continuing Consulting Services - Planning & Engineering Infrastructure Grants Hourly Rates					
#	Title	Description	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3
84	Project Landscape Architect	Registered w/ 5+ years post-registration experience. Not for use on CEI	\$ 169.00	\$ 176.00	\$ 184.00
88	Project Planner	Degree in planning or equivalent/ 5+ years of experience	\$ 133.00	\$ 139.00	\$ 145.00
89	Scientist	Relevant Degree / Entry Level	\$ 96.00	\$ 100.00	\$ 105.00
90	Secretary/Clerical	entry level w/ HS degree or equivalent	\$ 92.00	\$ 96.00	\$ 100.00
91	Senior Archaeologist	Masters or PhD in related field w/ 10+ years of experience	\$ 215.00	\$ 225.00	\$ 235.00
92	Senior Architect	registered w/ 10+ years of post-registration experience. Not for use on CEI	\$ 275.00	\$ 287.00	\$ 300.00
94	Senior Designer	15+ years of design experience, non-registered	\$ 210.00	\$ 220.00	\$ 230.00
95	Senior Electrical Engineer	EE degree w/ 10+ years of post-graduate experience	\$ 281.00	\$ 295.00	\$ 309.00
96	Senior Engineer 1	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 10+ years of post registration experience. Individual is not discipline lead – in production role.	\$ 281.00	\$ 295.00	\$ 309.00
97	Senior Engineer 2	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 20+ years of post-registration experience. Individual is not discipline lead – in production role.	\$ 312.00	\$ 327.00	\$ 343.00
98	Senior Engineering Technician	5+ years of experience	\$ 136.00	\$ 142.00	\$ 148.00
99	Senior Environmental Specialist	M.S. Degree in Physical or Natural Science & 7 yrs exp, Or a bachelor's degree in Environmental Science and 10 years of exp.	\$ 168.00	\$ 175.00	\$ 183.00
100	Senior Inspector	HS degree + 4 years of experience. Not for use on CEI	\$ 144.00	\$ 151.00	\$ 158.00
102	Senior Landscape Architect	registered w/ 10+ years of post-registration experience. Not for use on CEI	\$ 296.00	\$ 310.00	\$ 324.00
103	Senior Mechanical Engineer	ME degree w/ 10+ years of post-graduate experience	\$ 281.00	\$ 295.00	\$ 309.00
104	Senior Planner	Degree in planning or equivalent w/ 10+ years of experience	\$ 230.00	\$ 240.00	\$ 250.00
105	Senior Scientist	Relevant Degree w/ 10+ years of experience	\$ 163.00	\$ 170.00	\$ 178.00
106	Senior Utility Coordinator	HS graduate with 10+ years of utility coordination experience including interpreting plans, and assisting the Utility Agency Owners (UAO) with completion of their work schedules and agreements, and FDOT, FHWA, and AASHTO standards, policies, procedures, and design criteria. Not for use on CEI	\$ 193.00	\$ 201.00	\$ 211.00
109	SUR Chief Surveyor	PSM with 20+ years post license experience. Not for use on CEI	\$ 257.00	\$ 268.00	\$ 280.00
110	SUR Field Crew Supervisor I	MOT Certification with 1+ years supervisory experience.	\$ 127.00	\$ 133.00	\$ 139.00
116	SUR Senior Surveyor 1	PSM with 10+ years post license experience.	\$ 159.00	\$ 166.00	\$ 173.00
117	SUR Senior Surveyor 2	PSM with 15+ years post license experience.	\$ 220.00	\$ 230.00	\$ 240.00
122	SUR SUE Technician 1	HS Graduate or Equivalent with entry level experience in Utility or Survey. Not for use on CEI	\$ 79.00	\$ 83.00	\$ 86.00
123	SUR SUE Technician 2	HS Graduate or Equivalent with 2+ years SUE experience. Not for use on CEI	\$ 85.00	\$ 88.00	\$ 92.00

RFP 22-48BK: Continuing Consulting Services - Planning & Engineering Infrastructure Grants Hourly Rates					
#	Title	Description	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3
124	SUR SUE Technician 3	HS Graduate or Equivalent with 4+ years SUE experience. Not for use on CEI	\$ 111.00	\$ 116.00	\$ 121.00
125	SUR Rod Person	HS Graduate or Equivalent with entry level experience in Survey.	\$ 79.00	\$ 83.00	\$ 87.00
126	SUR Instrument Operator	HS Graduate or Equivalent with 2+ years survey experience.	\$ 96.00	\$ 100.00	\$ 105.00
127	SUR Crew Chief	HS Graduate or Equivalent with 4+ years survey experience.	\$ 117.00	\$ 122.00	\$ 128.00
137	Utility Coordinator	H.S. graduate or equivalent with 4+ years of experience in utility coordination. Not for use on CEI	\$ 125.00	\$ 131.00	\$ 137.00
#	Title	Description	Hourly Rate Year 2	Hourly Rate Year 3	
** IDENTIFY SUBCONSULTANT NAME BY FIRM AND COPY/ PASTE THE JOB CLASSIFICATION/ JOB DESCRIPTION FROM ABOVE, FOR THOSE APPLICABLE FUNCTIONS TO BE PAID TO YOUR FIRM FOR COMPLETED WORK, AS APPROVED.					
Company Name: Moffatt & Nichol					
	CADD/Computer Technician	Design and Drafting Associates degree with 1+ year of experience	\$ 120.00	\$ 126.00	\$ 132.30
	Designer	10+ years of design experience, non-registered	\$ 162.00	\$ 170.10	\$ 178.61
	Electrical Engineer	EE degree w/ 2+ years of post-graduate experience	\$ 136.00	\$ 142.80	\$ 149.94
	Engineer 1	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 0 years of post registration experience	\$ 136.00	\$ 142.80	\$ 149.94
	Engineer 2	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 5+ years of post registration experience	\$ 156.00	\$ 163.80	\$ 171.99
	Principal Engineer	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 20+ years of post-registration experience. Consultant	\$ 359.00	\$ 376.95	\$ 395.80
	Senior Electrical Engineer	EE degree w/ 10+ years of post-graduate experience	\$ 281.00	\$ 295.05	\$ 309.80
	Senior Engineer 1	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 10+ years of post registration experience. Individual is not	\$ 281.00	\$ 295.05	\$ 309.80
	Senior Engineer 2	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 20+ years of post-registration experience. Individual is not	\$ 312.00	\$ 327.60	\$ 343.98
	Senior Mechanical Engineer	ME degree w/ 10+ years of post-graduate experience	\$ 281.00	\$ 295.05	\$ 309.80
#	Title	Description	Hourly Rate Year 2	Hourly Rate Year 3	
Company Name: AREHNA Engineering, Inc.					
25	CEI Senior Geotechnical Technician-DSF	CTQP Drilled Shaft Inspector w/ 3+ years exp. Please refer to CEI Scope of Services for additional details.	\$ 105.00	\$ 108.15	\$ 111.39
65	MAT Asphalt Plant Inspector	HS grad or equiv, plus 1 yr. of experience in surveillance & insp. of hot mix asphalt plant operations or 80 hours working under an approved and qualified asphalt plant inspector at the asphalt plant. Not for use on CEI	\$ 95.00	\$ 97.85	\$ 100.79
66	MAT Chief Engineer	P.E. (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 20+ years of post registration experience	\$ 250.00	\$ 257.50	\$ 265.23
67	MAT Engineer	P.E. (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 5 yrs. Industry Experience	\$ 185.00	\$ 190.55	\$ 196.27
68	MAT Engineer Intern	Entry level w/ Engineering Degree and E.I.T. Certificate. Not for use on CEI	\$ 120.00	\$ 123.60	\$ 127.31
69	MAT Engineering Technician	H.S. grad w/ 1yr Industry Experience and CTQP qualifications as required. Not for use on CEI	\$ 70.00	\$ 72.10	\$ 74.26
70	MAT Inspector	H.S. grad w/ 1yr Industry Experience and applicable CTQP qualifications. Not for use on CEI	\$ 80.00	\$ 82.40	\$ 84.87
71	MAT Principal Engineer	P.E. (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) (w/ 15+ years of post registration experience	\$ 285.00	\$ 293.55	\$ 302.36
72	MAT Project Manager	H.S. grad w/ 3yrs Industry Experience	\$ 175.00	\$ 180.25	\$ 185.66
73	MAT Secretary/Clerical	Entry level w/ H.S. degree or equivalent	\$ 75.00	\$ 77.25	\$ 79.57
74	MAT Senior Asphalt Plant Inspector	H.S w/ 4yr Industry Experience; CTQP Asphalt Plant Level 1&2; CTQP Asphalt Paving Level 1&2; must complete additional training (if required by District). Not for use on CEI	\$ 102.00	\$ 105.06	\$ 108.21
75	MAT Senior Engineer	P.E. (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.)) w/ 10 yrs. Industry Experience	\$ 235.00	\$ 242.05	\$ 249.31
76	MAT Senior Engineering Technician	H.S. grad w/ 4 yrs Industry Experience and CTQP qualifications as required. Not for use on CEI	\$ 90.00	\$ 92.70	\$ 95.48
77	MAT Senior Inspector	H.S. grad w/ 4 yrs. Industry Experience and applicable CTQP qualifications. Not for use on CEI	\$ 105.00	\$ 108.15	\$ 111.39
78	MAT Technical Secretary	H.S. grad w/ 3 yrs. applicable Technical Experience	\$ 80.00	\$ 82.40	\$ 84.87
87	Project Manager 3	PE (where appropriate) w/ 15+ years of post-registration experience	\$ 285.00	\$ 293.55	\$ 302.36
94	Senior Designer	15+ years of design experience, non-registered	\$ 110.00	\$ 113.30	\$ 116.70
#	Title	Description	Hourly Rate Year 2	Hourly Rate Year 3	
Company Name: Kimmich Smith Architecture					
2	Architect	registered w/ 1+ years post registration experience. Not for use on CEI	\$ 175.00	\$ 182.00	\$ 191.00



**City of St. Pete Beach
Request for Qualifications**

Engineering and Consulting Services

Issued 3/19/2025

**Submittals due by
4/23/2025 at 10:00 AM EST (Deadline)
City Hall, St. Pete Beach, FL**

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Event	Date	Time
Publication of Bid	03/19/2025	8:00 AM
Pre-Bid Meeting (MANDATORY)	03/26/2025	11:00 AM
Deadline for Question Submission	04/16/2025	10:00 AM
Bid Receiving Deadline	04/23/2025	9:00 AM
Bid Opening	04/23/2025	10:00 AM

II. GENERAL CONDITIONS

REQUEST FOR QUALIFICATIONS

Engineering and Consulting Services |

REQUEST FOR QUALIFICATIONS SUMMARY

The City of St. Pete Beach is accepting sealed Summary of Qualifications (SOQ) submittals from qualified firms for Engineering and Consulting Services. The City will be selecting at least five (5) firms or more for a three (3) year term with two (2) one-year contract renewal options. |

SUBMITTER INFORMATION

All Submitters 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 business days before the submittals are 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/>) for additional project information as it becomes available. The City reserves the right to decide whether to provide addendums or not. The City is not required to provide any additional information.

MANDATORY PRE-SUBMITTAL MEETING

A **MANDATORY** pre-submittal meeting will be held **3/26/2025** at **11:00 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.

QUALIFICATIONS SUBMITTALS

Submittal documents must include all items listed under the Submission Instructions Section of the Request for Qualifications (RFQ).

Submissions should be made electronically either to DemandStar or Bonfire by the due date. Only electronic submissions will be accepted.⁹

The deadline for submissions is at Time **9:00 AM EST on 4/23/2025 (Deadline)**. Any electronic qualifications not received by this deadline will not be accepted – NO EXCEPTIONS.

Clearly marked Each Submittal with the service type you are bidding on.

Electronic submissions will be publicly opened and read right after the submittal deadline.

Openings are typically opened in Commission Chambers and are open to the public to witness, if desired.

CONTACT INFORMATION

John Taylor – Procurement Manager

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

Phone - (727) 363-9279

E-mail - jtaylor@stpetebeach.org |

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 RFQ. All questions pertaining to the terms and conditions or scope of work of this Request for Qualification (RFQ) 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 4/16/2025**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFQ**. 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 **RFQ** 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.

SCOPE OF WORK

The scope of work consists of providing project specific civil engineering, architectural, mapping and other related services for the City on an as-needed basis for miscellaneous current and future projects. As this contract is issued in accordance with Florida Statutes 287.055, the Consultants' Competitive Negotiation Act, projects issued under the awarded contracts will be limited to those in accordance with limits established for a "continuing contract". The City anticipates awarding multiple contracts within the following categories:

A. General Engineering Design Services

- a. Roads including asphalt, concrete, shell permeable alternatives and multimodal implementation.
- b. Bridges, components above and below the water line including rehabilitation or replacement of all components and inspections.
- c. Asbestos, lead based paint, petroleum and other hazardous, toxic radioactive waste investigations and remediation services.
- d. Geotechnical soil investigations.
- e. Stormwater including all components of conveyance systems for gravity flow and force main pump systems.
- f. Sanitary including all components of conveyance systems for gravity flow, force main flow, pump stations, lift stations, and air release. All requirements for operational control of pump and lift stations including power and electronic controls.
- g. Electrical requirements including conventional facilities, transmission, distribution, alternative power sources and emergency power alternatives.
- h. Vertical Building Construction and Renovation
 - i. All functional aspects
 1. Roofing
 2. Doors
 3. Windows
 4. Plumbing
 5. HVAC
 6. Flooring
 7. Electrical
 8. Communications
 9. Interior and exterior functionality design etc. including LEED technology implementation techniques up to and including certification.

B. Transportation Planning and Design Services

- a. Transportation planning for multi-modal forms of transportation (separate or integrated) including pedestrian, bicycle, scooter, skateboard, electric bicycle, motorcycle, internal combustion engine vehicles, hybrid vehicles, electric vehicles, alternative power source vehicles, service vehicles, oversized vehicles and any other means of transportation.

- b. Traffic engineering including management of multi-modal forms of transportation, traffic control, traffic counts and any form of a traffic study or traffic evaluation.
- C. Architectural Design Services
 - a. Building design
 - i. New and renovations, including facilities associated with government services such as
 - 1. City Hall
 - 2. Recreational
 - 3. Library
 - 4. Public Works
 - ii. Inclusion of public art on any type of infrastructure including buildings, walls, streets, sidewalks, parks, seawalls and any other infrastructure.
 - b. Landscaping Design
 - i. Parks
 - ii. Gardens
 - iii. Parking lots
 - iv. Right of ways
 - v. Mechanical heat reduction techniques applicable to hard infrastructure such as streets and sidewalks and soft infrastructure utilizing shade canopy concepts.
- D. Survey Services
 - a. Building
 - b. Land
 - c. Easements, rights of way
 - d. Platting research
- E. Marine Facilities
 - a. Seawalls including concrete, vinyl, sheet pile and living shoreline
 - b. Piers
 - c. Docks, floating or static
 - d. Pilings, individual or group replacement
 - e. Pilings supporting waterway signage, including signage and mountings
 - f. Beach pedestrian and vehicle access ways
 - g. Sand dune restoration, nourishment and preservation techniques including plantings
- F. Community Development and Planning Services
 - a. Plans Review
 - b. Building Inspections
 - c. Permit Review
 - d. Fire and Safety Inspectors
 - e. Workload management assistance, cost for employee support for a-d above
- G. Urban Development Planning
 - a. Comprehensive Plan Review
- H. ADA Compliance Review and Implementation Planning
 - a. Website Compliance
 - b. Physical Compliance
 - c. Review of projects for compliance
 - d. Investigating complaints and recommending corrective action.
- I. Financial Services
 - a. Grant
 - i. Acquisition
 - ii. Identification
 - iii. Writing
 - iv. Submissions
 - v. Management review
 - b. Investor Services

- c. Insurance Policy Review and recommendations, medical, dental, facility, vehicle and other applicable to City management
- d. Financial Audit Services
- e. Risk Management for insurance claims
- J. Information Technology Services
- K. Soil and Material Testing
 - a. Perform foundation excavations to perform design bearing pressure.
 - b. Perform fill density testing of backfill material compaction
 - c. Provide field inspection of reinforced Concrete structures
 - d. Provide concrete and grout material testing services to ensure compliance of materials and placement methods with the contract documents
 - e. Provide proof-rolling observations and corrective recommendations/Ground Water presence and corrective action recommendations if necessary
 - f. Soil boring for soil type identification and rock
 - g. Others related soil and material inspections, other specialty inspection services (masonry, steel reinforcement, asphaltic pavement, etc.
 - h. In-place density test
 - i. Modified proctor tests
 - j. Three (3) point LBR tests
 - k. Compressive strength tests for concrete cylinders
 - l. Environmental Testing/monitoring/ (asbestos, lead, water contamination, pollution/chemical testing, and other environmental
 - m. Other tests that may be required.
 - i. All geotechnical and Material Testing will be performed under the direct supervision of a Licensed Professional Engineer in the St. of Florida.
 - ii. All testing shall be performed in accordance with United States Bureau of Reclamation (USBR or their ASTM or AASHTO equivalent Test.
 - iii. Contractors shall provide certified personnel to perform all field and laboratory testing services. Include all safety and training and all other pertinent laboratory training.
 - iv. Contractor is responsible for vehicular transportation to and from each project site including collection and hauling of all test specimens, as required.
 - v. Contractor shall possess all computer hardware, software , printers/plotters, scanners, copiers and trained personnel to provide digital or hard copy test results including field notes, sketches, electronic data files, AutoCAD exhibits, maps certified test results, etc. ...as requested by the City.
 - vi. Other test requirements as requested by the City of St. Pete Beach.

Each Submitter must identify in its submittal which categories it wants to be considered and evaluated for. Each submitter may identify more than one category if it can provide said services.

Consulting firms will be working on an as-needed basis, and this contract does not guarantee the consultants selected a minimum number of projects. Consulting firms may also be asked to provide engineers for emergency inspections following a natural disaster. The City reserves the right to issue separate engineering contracts for specific services at the city's sole discretion.

The consulting firm shall assist the City towards solutions to engineering problems and the approach or technique to be used towards accomplishing the City's objective for each project or assignment. The engineering services may include, but not be limited to, design, surveys, reviews, construction specifications, emergency inspections, and permitting. |

MINIMUM QUALIFICATIONS

SOQs will be considered from firms normally engaged in implementing the services requested. To be eligible for award, submitters must:

1. Be licensed in the State of Florida
2. Possess a minimum of five (5) years' experience in performing similar work
3. Have completed three (3) projects in the past five (5) years of a similar size, scope and complexity (See Section III for sample projects anticipated to be issued as Task Orders under awarded contracts).

Submitters shall present their SOQ as outlined in the submission instructions section of this document. Respondents must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City of St. Pete Beach. The City reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms, and conditions of the Contract. The City of St. Pete Beach will determine whether the evidence of the ability to perform is satisfactory and reserves the right to reject all SOQs.

SUBMISSION INSTRUCTIONS

The purpose of this section is to provide information related to the qualifications of interested firms to perform the service requested herein. Response to all subsets of this section is mandatory. Failure to provide the requested information may result in a submittal being deemed non-responsive. A non-responsive submittal will not receive further consideration. Upon submission, all submittals become the property of the City of St. Pete Beach and are subject to public records laws. All expenses, including travel expenses for interviews, incurred in the preparation of the submittal shall be borne by the submitter.

The following information shall be provided in the order detailed:

- a. **Title Page** - List the RFQ subject, the name of the firm, local address, telephone number, name of contact person, and e-mail address of contact person.
- b. **Table of Contents** – Include a clear identification of the material included in the submittal by page number.
- c. **Letter of Interest** – Limit one (1) page. Make a positive commitment to perform the required work. Also provide the name(s) of the person(s) who will be authorized to make representation for your firm, their title, telephone number, and e-mail address.
- d. **Statement of Qualifications and Profile of Firm** – Limit eight (8) pages. State the size of staff, number of registered professionals and overall experience of the assigned staff for this assignment. Include technical background, experience information, and other applicable data on proposed personnel and any proposed sub-consultants. Include an organizational chart of the project team and describe the communication processes to be used within the project team. State whether your firm is local, national or international in size. Give the location of the office from which the work is to be done.
- e. **Services Approach** – Limit five (5) pages. Include a general synopsis of the firm's approach and understanding of the work required. Include the firm's Quality Assurance Control program or policy.
- f. **References** - Limit ten (10) pages. Provide information for those projects which have been successfully completed which are similar to those required under this assignment. Please include projects recently completed within the last five (5) years. Additionally, document that the respondent has provided services for three (3) contracts to other local governments similar to this contract. References shall include:

- i. Client name, address, phone number, e-mail address.
 - ii. Description of the scope of the work.
 - iii. Month and Year the project was started and completed.
 - iv. Total cost and professional service fees paid.
 - v. Role of the firm and the responsibilities.
- g. **Insurance Requirements** – Provide proof of insurance in accordance with the insurance requirements section included in this RFQ.

Full resumes are to be attached as exhibits to the Submittal. Please provide the brief descriptions and information as stated. Additional exhibits to the submittal are acceptable, however, any attachments provided do not take the place of the written requirements as listed above. Resumes are not to exceed two (2) pages per person.

Please direct all technical inquiries concerning this RFQ in writing to the City Contact listed above. Questions must be submitted no later than ten (10) days prior to the submittal due date.

EVALUATION AND SELECTION OF CONSULTANT

A City review team will evaluate each firm's SOQ based upon the criteria stated in this RFQ and the ability to execute the services. As part of the evaluation process, the team may request a sit-down interview with prospective firms. Following the evaluation process, the City will then select the firm(s) considered most qualified. The successful firm(s) will be required to enter into a contract similar to the one included in this RFQ. The City reserves the right to negotiate modifications to any SOQ that it deems acceptable. The City reserves the right to terminate negotiations in the event it deems the progress towards a contract to be insufficient.

Submittals will be evaluated in accordance with the criteria listed below:

- Qualification of the Project Team
- Qualifications of the Sub-Consultants
- Firm's Experience Working on Public Works Projects
- Firm's Experience Working with the City of St. Pete Beach
- Quality Assurance Control Program/Policy
- Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the City.
- Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts.
- Location of Firm
- Quality of SOQ – firm met all requirements requested under Submission of Submittals

RESERVES THE RIGHT

The City reserves the right to reject any and all submittals, or any part of any submittal, to waive any irregularities or informalities in any submittal, and to accept that submittal which is deemed to be the most qualified and in the best interest of the City. The City of St. Pete Beach reserves the right to establish additional contracts that may be similar in nature to any contract resulting for this Request for Qualifications as best serves the needs of the City.

DESIGNATED CONTACT

The awarded firm shall appoint a person to act as a primary contact with the City. This person or back-up shall be readily available during normal working hours by phone or in person and shall be knowledgeable of the terms of the RFQ and the services being requested.

INSURANCE REQUIREMENTS

Include in proof of Insurance furnished by the firm's carrier to guarantee the engineering firm is insured.

The awarded firm must file with the City of St Pete Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

Commercial General Liability Insurance coverage, including but not limited to premises operations, products/completed operations, product liability, contractual liability, personal injury, death in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

Commercial Automobile Liability Insurance for any owned, non-owned, hired or borrowed automobile in the minimum amount of \$1,000,000 combined single limit.

Worker's Compensation/Employer's Liability Insurance as required by Florida Law for all applicable employees, agent, representatives and subcontractors, if any.

Professional Liability Insurance the Consultant will carry professional liability Errors and Omissions Insurance during the terms of this Agreement which will cover liability for any damage or non- performance on account of any error, omission, or other provable negligence caused by the Consultant in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate

INDEMNIFICATION

The Respondent shall 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 Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

ASSURANCES

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.

LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

The Consultant shall comply with all local, state, and federal directives, orders and laws as applicable to the Contract.

Compliance with Fla. Stat. 448.095:

- a. Consultant agrees to comply with all applicable portions of Fla. Stat. 448.095. Consultant 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. Subconsultants:
 - i. Consultant shall also require all subconsultants performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - ii. Subconsultants shall provide Consultant with an affidavit stating the subconsultant does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095

- iii. Consultant shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Consultant 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 Consultant'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. Consultant 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 Consultant, the Consultant may not be awarded a public agreement for a period of 1 year after date of termination.

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.

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) on USB storage device or web-based archive.

DEVIATIONS FROM SPECIFICATIONS

Respondents shall clearly indicate, as applicable, all areas in which the items/services proposed do not fully comply with the requirements of this RFQ. The decision as to whether an item fully complies with the stated requirements rests solely with the City.

NO COLLUSION

By offering a submission to this Request for Qualifications, the responder certifies that no attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principals(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

BACKGROUND CHECKS

The Code of Ordinances may require a Consultant or sub-consultant who performs work in or on City property to provide a criminal background check for any employee of the company who will do the work in or on city property. Criminal background checks shall mean a level (1) one background check as defined by F.S. § 435.03. The Consultant shall, at its expense, obtain a criminal background check for each of its employees having access to City property prior to beginning the work, and depending on the contract's term, on an annual basis thereafter. The Consultant must ensure a similar background check has been done of its subconsultants' employees who will have access to City property.

The Consultant shall be required to submit an affidavit on the form provided certifying that background checks

shall be completed for all employees who will perform work on city property. The Consultant shall conduct the background checks prior to any work being performed. Consultant shall maintain such records during the contract period and for one year thereafter and shall make such records available for inspection and verification by City.

If such a check reveals a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime, the awarded Proposer shall not assign the individual to any City property. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the City's express written authorization. In the event that the Proposer intends to hire new personnel to perform the required services, the background checks should be initiated at the time of the hire.

The City reserves the right to approve or disapprove whether the Consultant's employees perform the services for the City. Disapproval would apply solely to this contract and shall have no bearing on the Proposer's employment of an individual outside of this contract.

CONE OF SILENCE

During the course of a competitive solicitation, a Cone of Silence shall apply as follows:

A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall terminate at the time the City Commission makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications and shall not end until the Commission gives final approval of the contract.

Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation.

The Cone of Silence shall not apply to written or oral communications with legal counsel for the City or the Purchasing Manager for the City.

Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City.

PUBLIC RECORDS/CONFIDENTIAL INFORMATION

Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Proposer's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. Florida Statutes provide an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the Proposer believes any of the information contained in the response is exempt from the Public Records Law,

then the Proposer must in the response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

PUBLIC ENTITY CRIMES INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Proposer, supplier, sub-consultant, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

CONFLICT OF INTEREST

The Proposer acknowledges and confirms that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

No contract will be awarded to a Proposer who has City elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida Statutes and City Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the City's Proposer's List and prohibit the proposer from engaging in any business with the City.

TERMINATION

The resulting contract may be canceled by the City when:

- Sufficient funds are not available to continue its full and faithful performance of the contract.
- 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 Consultant.

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 Contract immediately upon written notice to the Consultant.

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a respondent may be permitted to withdraw an erroneous submittal prior to the award by the City Commission, if the following is established:

- a. The respondent acted in good faith in submitting the submittal;
- b. In preparing the submittal there was an error of such magnitude that enforcement of the submittal would result in severe hardship upon the respondent;

- c. The error was not the result of gross negligence or willful inattention on the part of the respondent;
- d. 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; and
- e. The respondent submits documentation and an explanation of how the error was made.

TAXES, FEES, CODES, LICENSING

The Consultant shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The Consultant shall also be responsible for compliance with all applicable codes, laws, and regulations.

CONTRACT MODIFICATIONS

The Continuing Contract for Professional Design Services by which the selected contractors will be bound by is attached. Any requested changes must be negotiated and completed during the solicitation process via addendums. No changes to the contract will be made after the submittal deadline.

III. SERVICE TYPES

Some of the Services required of the Consultant within the technical areas identified above include, but are not limited to, the following:

- Prepare feasibility and conceptual planning documents.
- Provide research, attendance at meetings, and preparation of presentation materials, reports and correspondence.
- Prepare and/or assist with the preparation of grant applications and attendance at meetings with grant officials.
- Assist in the review and development of ordinances.
- Provide public education/notification assistance.
- Prepare engineering designs, calculations, plans and specifications, contract bid documents, and cost estimates.
- Prepare base maps, preliminary layouts, estimates of probable costs, engineering analysis and alternatives as requested.
- Submit construction documents as needed to the City and other agencies having an interest or jurisdiction over the project.
- Prepare short-term and long-term planning documents, master plans, or provide input to the City's master plans, capital improvement program, and maintenance needs.
- Participate in construction administration as required by the City.
- Prepare formal or informal feasibility studies as necessary to assist the City in responding to capital improvement needs.
- Analysis of existing infrastructure and available capacity to serve proposed capital improvement projects.
- Prepare legal descriptions, exhibits, and surveys.
- Provide expert witness testimony.
- Prepare appropriate permitting documents and obtain and/or assist the City in obtaining permits from applicable agencies.
- Represent the City with regulatory agencies.
- Prepare periodic project status reports.
- Prepare and furnish bidding documents and assist the City in the preparation of other related documents.
- Attend bid openings, prepare bid tabulation sheets, and assist the City in the evaluation of bids or proposals.
- Issue addenda as appropriate to clarify, correct, or change the bidding documents.
- Participate in pre-construction conference as requested by the City.
- Review and determine acceptability of construction submittals, including shop drawings, progress schedule, schedule of values, etc.
- Review and provide recommendations to request for information, request for changes, and claims to the City arising during construction activities.
- Make periodic construction site visits for the purpose of determining general compliance with the approved drawings, plans, and specifications as requested by the City.
- Review as-built drawings provided by the construction contractor and provide written comments to the City.
- Provide services related to construction administration and inspections, and/or specialty inspection.
- Provide project management services and act as an extension of the City's staff for the design, bidding, and construction management of municipal projects as requested by the City.

|

IV. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO SECTION 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 Section 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, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 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 Section 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 entity 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, FLA. STAT., 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) |

V. 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, 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)

VI. Sample Agreement

Behind this page

CITY OF ST. PETE BEACH, FLORIDA
Continuing Contract for Professional Design Services

[Insert consultant and/or purpose for contract]

This is a Contract (the “Contract”) entered into by and between the City of St. Pete Beach (hereinafter "CITY") and [insert consultant’s corporate name] (hereinafter "CONSULTANT"). The CITY and CONSULTANT together shall be referred to as the “Parties.”

WHEREAS, the CITY desires to retain the CONSULTANT to perform Continuing Professional Design Services for the CITY, more fully described below in the “scope of services” section.

WHEREAS, the CITY desires to employ the CONSULTANT for the Continuing Professional Design Services and other services upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon such terms and conditions.

WHEREAS, the CONSULTANT has been selected to perform these professional services pursuant to the provisions of the “Consultants’ Competitive Negotiation Act” in Section 287.055; Florida Statutes, and all applicable CITY rules, regulations and policies.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1 – GENERAL.

- 1.1 The above recitals are true and correct, and incorporated as part of this Contract.
- 1.2 CONSULTANT shall be defined herein to include all principals of the firm of, including full time employees, professionals or otherwise, and all servants, agents, employees and/or subconsultants retained by the CONSULTANT to perform its obligations hereunder. Subconsultants shall be reviewed and approved by the CITY prior to Notice to Proceed with their prospective work assignments.
- 1.3 “Professional services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

- 1.4 Prior to the start of any work under this Contract, the CONSULTANT will have submitted to the CITY a detailed resume of key engineering personnel that will be involved in performing services requested by the CITY. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the CONSULTANT desires to change the key personnel in an active assignment, it shall submit the qualifications of the new personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.
- 1.5 The CONSULTANT acknowledges that the CITY has retained other consultants, engineering and otherwise, and the coordination between said consultants and the CONSULTANT may be necessary from time to time for the successful completion of the Assignments. The CONSULTANT agrees to provide such coordination as necessary within the Scope of Services.
- 1.6 The CONSULTANT 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 Contract.
- 1.7 The CONSULTANT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Assignment.
- 1.8 Requirements for sealing all plans, reports and documents prepared by the CONSULTANT shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.9 This Contract may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Contract shall be the date this Contract has been executed by all parties.

SECTION 2 – SCOPE OF SERVICES.

- 2.1 The CONSULTANT shall diligently and in a professional and timely manner perform the work included in the Scope of Services as listed generally in the Request for Qualifications (RFQ) attached and incorporated in this Contract as Exhibit A. Unless modified in writing by the parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.
- 2.2 GENERAL. The CONSULTANT agrees to perform those services described in Exhibit A – RFQ, dated [Click or tap to enter a date.](#), which is attached hereto and made a part hereof.

- 2.3 **ADDITIONAL SERVICE.** The CITY and the CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the performance of the Scope of Services that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders and shall be undertaken only under terms of formal amendments to this Contract.
- 2.4 **TASK ORDERS.** Additional services to be provided by the CONSULTANT shall be authorized in writing as Task Orders. Task Orders to be provided shall be prepared on the form delineated as Exhibit B - which is attached hereto and made a part hereof. **[DON'T FORGET TO ATTACH YOUR TASK ORDER FORM AS EXHIBIT B. WE DISCUSSED THIS WITH MIKE WHO SAID YOU COULD PREPARE A STANDARD ASSIGNMENT LETTER AND THEN DELETE THIS SENTENCE].** Each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the work authorized; and the amount and method of compensation. Task Orders shall be dated and serially numbered annually. The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this contract.
- 2.5 The CITY Manager or his/her designee may authorize Task Orders for services under this continuing contract, which are equal to or less than limits prescribed for Continuing Contracts under the provision of F.S. 287.055(g) or limits set by the CITY's rules, regulations, and policies. Professional fees under such specified Task Orders shall be based on a written proposal from the CONSULTANT as may be requested in writing by the CITY's designated representative, who shall process the proposal through the appropriate departments at the CITY. A single unitary task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this continuing contract.

SECTION 3 – CITY'S RIGHTS AND RESPONSIBILITIES.

The CITY shall provide the service described below in a timely fashion at no cost to the CONSULTANT:

- 3.1 Furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data and other information that is available in the CITY's files, necessary or useful to the CONSULTANT for the performance of the assignment. All of the documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the assignment to be performed by the CONSULTANT.
- 3.2 Make CITY personnel available when required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the CITY.

- 3.3 Provide access to and make provisions for the CONSULTANT to enter upon the project lands as required for the CONSULTANT within a reasonable time, to perform surveys, observations and other work as necessary to complete the assignment.
- 3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and render written decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 3.5 Transmit instructions, relevant information and provide interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 3.6 Give prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope of timing of the CONSULTANT's services or becomes aware of any defect or changes necessary in the work of the CONSULTANT.
- 3.7 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the CONSULTANT.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the assignment not covered under the assignment.

SECTION 4 – COMPENSATION.

- 4.1 GENERAL. Compensation to the CONSULTANT for services performed pursuant to this Contract shall be in accordance with the following method or compensation, as defined and indicated a the "Lump Sum Method."

The type and amount of compensation for each Task Order shall be described on the Task Order form included in "Exhibit B."

4.2 LUMP SUM METHOD

- a. Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, subconsultants' and specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work, or other conditions stipulated in the Task Order, and the Task Order is modified by both the CITY and CONSULTANT to reflect the change(s) by formal amendment to this Contract.
- b. Payment to the CONSULTANT for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the CONSULTANT and accepted by the CITY.

- 4.3 **INVOICE PROCESSING.** [YOU MAY WANT TO BE SURE FINANCE HANDLES YOUR PURCHASE ORDERS THIS WAY. PLEASE DELETE SENTENCE UPON COMPLETION OF DRAFTING.] Invoices received by the CITY will be processed for payment within thirty (30) days of receipt of invoice. CONSULTANT will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make an effort to resolve all questionable items contained in the CONSULTANT's invoices within thirty (30) days of receipt of the invoices by the CITY. At the end of the thirty (30) day period, the CITY shall pay the CONSULTANT the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the initiating CITY representative.
- 4.4 **PAYMENT IN THE EVENT OF CONTRACT TERMINANATION OR SUSPENSION.** In the event that a Task Order or this Contract is terminated or canceled, or the CONSULTANT's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of this Contract.
- 4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT.** If instructed to do so by CITY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The additional compensation shall be requested by the CONSULTANT on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the assignment by formal amendment or Task Order to this Contract.

SECTION 5 - WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF CONTRACT.

- 5.1 **WORK COMMENCEMENT.** The CONSULTANT shall commence work on each authorized Task Order within ten (10) days after receipt by the CONSULTANT of a written Notice-To-Proceed from the CITY's Designated Representative. If the CONSULTANT fails to commence work within the ten (10) day period, then the CITY shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the CONSULTANT.
- 5.2 **IMPLEMENTATION SCHEDULE.** The CONSULTANT must complete its work in accordance with the time schedule specified in the applicable Task Order/Assignment. In the event the work of the CONSULTANT is delayed due to no fault of the CONSULTANT, which delays the completion of any Task Order of the Assignment, the CONSULTANT is entitled to an appropriate extension of the contract time for the specific Task Order. Additional compensation to the CONSULTANT will be negotiated to the mutual agreement of the CITY and the CONSULTANT in the event such delay causes any Task Order's costs to increase for reasons beyond the CONSULTANT's control.

- 5.3 TERM. This Contract shall expire three (3) years after the effective date of this Contract and may be extended for up to two (2) additional one (1) year periods, not to exceed five (5) years maximum, upon written mutual consent of the CITY and the CONSULTANT.
- 5.4 CONTINUING CONTRACT. In accordance with 287.055 (g), this is a “continuing contract” for professional services entered into in accordance with all procedures of this act between the CITY and the CONSULTANT, whereby the CONSULTANT shall provide professional services to the CITY for projects in which construction or professional costs do not exceed the statutory limitations imposed. Additionally, the CONSULTANT shall provide for work of a specified nature as outlined in Exhibit A of this Contract as required by the CITY.

SECTION 6 - CITY’S “DESIGNATED” REPRESENTATIVE.

- 6.1 GENERAL. The CITY hereby designates the CITY Manager or his/her designee to represent the CITY in all matters pertaining to and arising from the work and performance of this contract. The CITY Manager or designee shall have the following responsibilities:
- a. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the CITY’s approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
 - b. Transmission of instructions, receipt of information and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
 - c. Giving prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any defects or changes necessary in the project.
 - d. Following the CONSULTANT’s preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.
 - e. When appropriate, authorizing Task Orders equal to or less than limits prescribed for Continuing Contracts pursuant to the provisions of FS 287.055(g) and applicable rules, regulations, r policies of the City.

SECTION 7 - CHANGES IN SCOPE.

- 7.1 The CITY or the CONSULTANT may request changes in the Scope of Services of a Task Order. Such change(s), including any increase or decrease in the amount of the CONSULTANT’s compensation for any Task Order pursuant to this Contract, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated by written formal amendment.

SECTION 8 - TERMINATION OF CONTRACT.

8.1 TERMINATION BY CITY FOR CAUSE. The CITY may terminate this Contract for any one or more of the following reasons:

- a. If adequate progress on any phase of the assignment is not being made by the CONSULTANT as a direct result of the CONSULTANT's failure to perform.
- b. The quality of the services performed by the CONSULTANT is not in conformance with commonly accepted design codes and standards, standards of the CITY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment.
- c. The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT.
- d. The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors.
- e. The CONSULTANT violates the Standards of Conduct provisions of this Contract herein.
- f. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
- g. Sub-standard or non-performance of Agreement.
- h. The City wishes to terminate at any time and for any reason, upon giving sixty (60) days prior written notice to the CONSULTANT.

8.2 TERMINATION BY CONSULTANT FOR CAUSE. The CONSULTANT may cancel this Contract for the following reasons:

- a. The CITY fails to meet its obligations and responsibilities as contained in the sections of this Contract describing the CITY's Rights and Responsibilities.
- b. The CITY fails to pay the CONSULTANT in accordance with this Contract.
- c. In the event of either of the causes described in this Contract, the CONSULTANT may send a certified letter requesting that the CITY show cause why the Contract should not be terminated. If adequate assurances are not given to the CONSULTANT within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONSULTANT may consider the CITY to be in default, and may immediately terminate this Contract.

8.3 TERMINATION BY CITY WITHOUT CAUSE. Notwithstanding any other provision of this Contract, the CITY shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Assignment without cause, provided that ten (10) days prior written notice is given to the CONSULTANT of the CITY's intent to terminate. In the event that a Task Order is terminated, The CITY shall identify the specific Task Order(s) being terminated and the specific Task Order(s) to be continued to completion pursuant to the provisions of this Contract. This Contract will remain in full force and effect as to all authorized Task Orders which are to be continued to completion under this type of arrangement.

8.4 PAYMENT IN THE EVENT OF TERMINATION. In the event this Contract or any Assignment is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the CONSULTANT. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional direct costs to be incurred by the CITY due to such default.

8.5 ACTION FOLLOWING TERMINATION

- a. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- b. In the case of the CITY terminating the CONSULTANT, the CONSULTANT shall within ten (10) days or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the CONSULTANT in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the CITY. Notwithstanding the foregoing, the CONSULTANT shall not be held liable for the accuracy or reliability of any partially completed work delivered in accordance with this provision.

8.6 SUSPENSION

- a. The performance of the CONSULTANT's service under any provision of this Contract may be suspended by the CITY at any time. In the event the CITY suspends the performance of the CONSULTANT's services hereunder, the CITY shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by the CONSULTANT, and CITY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended services unless and until the CITY notifies the CONSULTANT that the services of

the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the CITY that the CONSULTANT's services hereunder are to be resumed, the CONSULTANT shall complete the services of the CONSULTANT called for in this Contract and the CONSULTANT shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the CONSULTANT under this Contract, same to be payable at the times and in the number specified herein. In no event will the compensation or any part thereof become due or payable to the CONSULTANT under this Contract unless and until the CONSULTANT has attained that state of work where the same would be due and payable to the CONSULTANT under the provisions of this Contract.

- b. If the aggregate time of the CITY's suspension(s) of the CONSULTANT's Services under any Task Order of this Contract exceeds sixty (60) days, then the CONSULTANT and the CITY shall, upon request of the CONSULTANT, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the CONSULTANT hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the CONSULTANT for the balance of the Services to be performed hereunder. No increase in compensation to the CONSULTANT shall be allowed unless it is based upon clear and convincing evidence of an increase in the CONSULTANT's costs attributable to the aforesaid suspension(s).

SECTION 9 - CLAIMS AND DISPUTES/REMEDIES.

- 9.1 CLAIMS AND DISPUTES. Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of this Contract.
- 9.2 REMEDIES. Except as provided in Section 9.1 herein, all claims, disputes and/or matters in question between the CITY and the CONSULTANT arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this contract shall be in the appropriate court with territorial jurisdiction over the City of St. Pete Beach, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 10 - INDEMNITY AND INSURANCE.

10.1 GENERAL. To the fullest extent permitted by Florida law, the CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the Consultant in the performance of the contract.

10.2 INSURANCE. The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in the State of Florida, and will provide Certificates of insurance to the CITY, evidencing such insurance, within fifteen (15) days following the CONSULTANT's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the CITY. Specific insurance requirements may include:

- a. WORKER'S COMPENSATION. The CONSULTANT must provide Worker's Compensation for all employees at the site location, and in case any work is subcontracted, will require the Subcontractor to provide Worker's Compensation for all of its employees.
- b. COMMERCIAL GENERAL LIABILITY. The CONSULTANT must provide coverage for all operations as detailed in the Scope of Services including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.
- c. AUTOMOBILE LIABILITY. The CONSULTANT must provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000 CSL or its equivalent.
- d. PROFESSIONAL LIABILITY INSURANCE. Annual Professional Liability Insurance must be maintained with coverage in an amount as detailed in the City of St. Pete Beach Request for Qualifications (RFQ) titled "Engineering and Consulting Services". Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of negligent performance by the CONSULTANT, or any person or subcontractor employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of three (3) years after completion of the CONSULTANT's services and/or construction and acceptance of the facilities designed by the CONSULTANT under the scope of this Contract including any amendment thereto.
- e. CERTIFICATES OF INSURANCE. The CONSULTANT shall furnish all Certificates of Insurance forwarded directly to the following:

City of St. Pete Beach

155 Corey Avenue
St. Pete Beach, FL 33706

with information copied to the Designated Representative identified in this Contract. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by these provisions.

SECTION 11 - NEGOTIATION DATA.

11.1 The CONSULTANT hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the CONSULTANT's compensation under this Contract may be adjusted to exclude any significant sums where the CITY determines the CONSULTANT's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the CITY during the period of this Contract and for five (5) years after final payment is made.

11.2 Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of
final acceptance of the work by the CITY.

SECTION 12 - OWNER OF DOCUMENTS.

12.1 It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the CONSULTANT. The CONSULTANT shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the CONSULTANT pursuant to this Contract are instruments of service in respect to the services described in the Assignment. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to the CONSULTANT; and the CITY shall indemnify to the maximum extent permitted by law and hold harmless the CONSULTANT from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the CONSULTANT will entitle the CONSULTANT to further compensation at rates to be agreed upon by the CITY and the CONSULTANT.

12.2 Any Documents given to or prepared or assembled by the CONSULTANT and its subcontractors under this Contract shall be kept solely as property of the CITY and shall

not be made available to any individuals or organizations without the prior written approval of the CITY.

12.3 The CONSULTANT may maintain copies of all work performed under this Contract for the CITY.

12.4 The CONSULTANT shall not publish any information concerning this project without the prior written consent of the CITY.

12.5 The CONSULTANT should abide by the Florida Public Records law, more fully described in "Exhibit C."

SECTION 13 - STANDARDS OF CONDUCT.

13.1 CONSULTANT EMPLOYEES. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.

13.2 EMPLOYMENT ELIGIBILITY. The Consultant 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. Consultant 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) Consultant 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 Consultant 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) Consultant shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Consultant 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 Consultant'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. Consultant 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 Consultant, the Consultant may not be awarded a public agreement for a period of one (1) year after date of termination.

13.3 **CONSULTANT COMPLIANCE WITH LAWS.** The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

13.4 **CONFLICT OF INTEREST.** The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 8.1.

13.5 **REMOVAL OF EMPLOYEE.** The CITY is empowered to require the CONSULTANT to remove any employee or representative of the CONSULTANT from working on this Assignment which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the CONSULTANT in writing of the CITY's objections prior to the CONSULTANT's removal of any employee or representative.

13.6 **PUBLICATION.** The CONSULTANT shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 14 - ACCESS TO RECORDS/AUDIT.

14.1 **RECORDS MAINTENANCE.** The CONSULTANT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The CONSULTANT shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of CONSULTANT's books, records, documents, time records and cost accounts and other evidence shall be at the CITY's expense.

14.2 ACCESS TO RECORDS. The CONSULTANT shall maintain and allow access to the records required under this Section for a period of five (5) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under the terms of this Contract.

SECTION 15 - CODES AND DESIGN STANDARDS.

15.1 All of the services to be performed by the CONSULTANT shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the CITY and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract. The CONSULTANT shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the CONSULTANT beyond that covered under the scope of this Contract shall be subject to negotiation for an increase in scope and compensation by an amendment to this Contract.

SECTION 16 - ASSIGNABILITY

16.1 The CONSULTANT shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the CITY, provided that claims for the money due or to become due the CONSULTANT from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 17 - CONTROLLING LAWS

17.1 This Contract is to be governed by the laws of the State of Florida.

SECTION 18 - FORCE MAJEURE

18.1 Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 19 - EXTENT OF CONTRACT

19.1 This Contract, together with the RFQ titled “insert name of RFQ” (issued [Click or tap to enter a date.]), the proposal submitted [Click or tap to enter a date.], and the Exhibits hereinafter

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

Halff Associates, Inc.:

City of St. Pete Beach:

Signature: 

Signature: _____

By: Brandyn D. Littleton

By: Frances Robustelli

Its: Vice 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

EXHIBIT “A”
SCOPE OF SERVICES

EXHIBIT “B”

<i>Task Order Form-Continuing Contract for Professional Design Services</i>			
<i>Date of Task Order Request</i>			
<i>Firm Selected for Task</i>			
<i>Task (Project) Name</i>			
<i>Task Description (and other relevant details)</i>			
<i>Task Budget</i>			
<i>Task Proposal Due Date</i>			
<i>Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please the Public Services Dept. @ 727-363-9243.</i>			
<i>Acknowledgement of Task Order:</i>			
<i>Frances Robustelli</i>	<i>Date</i>	<i>Signature</i>	<i>Date</i>
<i>City Manager</i>			
<i>City of St. Pete Beach</i>		<i>Name</i>	
		<i>Title</i>	
<i>Camden Mills</i>	<i>Date</i>	<i>Firm</i>	
<i>Public Services Director</i>			
<i>City of St. Pete Beach</i>			

EXHIBIT “C”

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: BLANDYN D. LITTLETON

Title: VICE PRESIDENT

Company: HALFF

ATTEST:

City of St. Pete Beach

City Clerk

Frances Robustelli, City Manager

EXHIBIT D



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM I

CCNA-Engineering and Design RFQ

Issued 03/27/2025

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 04/23/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Attendees List (on Next Page)

Mandatory Pre-Bid Meeting
RFQ: Engineering and Consulting Services
Attendees List
March 26, 2025
11:00 AM

1. Dennis Kile – Greenman Pederson (GPI)
2. Alistair Brice – Halff
3. Alberto Miron – Applied Research Associates (ARA)
4. Teresa Beckham – Team Fishel
5. Brett Warner – NorthStar Contracting Group
6. Howard Hartung – Hyatt Survey Services, Inc.
7. Russell Hyatt – Hyatt Survey Services
8. Sarah Davenport – Traffic & Mobility Consultants
9. Farrah McBride – Tierra
10. Ernie Hoch – Jones Edmunds
11. Steve Darman – Team Fishel
12. Bonni Funt – TSFGeo
13. Chris Bridges – BCC Eng
14. Rosa Villarreal – Team Fishel
15. Lia Young – NorthStar Contracting Group,
16. Kai Belew – LJA Engineering,
17. Cat Olnick – Cummins Cederberg Coastal & Marine Engineering
18. Rob Rosner – Florida Design Consultants
19. Tracey Burghy - Willdan Engineering
20. Marilyn Etheridge - Master Consulting Engineers
21. Ronald Stein - Willdan Engineering
22. Victoria Haney - MES Group
23. Matthew Ivie - Ayres Associates Inc
24. Walter Nickel - Wright-Pierce,
25. Jonathan Langston - George F. Young
26. Christopher Gamache - Stantec
27. Mim Hall - Gahagan & Bryant Associates (GBA)
28. Terri Cook - Pennoni
29. Nick Charnas – Halff
30. Justin Keller – Advanced Engineering & Design, Inc.
31. Danielle Joyce - Transpology (WBE),
32. Kyle Matheny - Kimley-Horn and Associates
33. Herbert Raybourn - RESPEC
34. Sara Hoffman - LJA Engineering
35. Allison Shaw - David Mason
36. Robin Crawford - Bayer United Engineering Consultants
37. Dana Whitaker - CivilSurv Design Group
38. Daniel Hoeflich - Volkert
39. Michelle Eguia - Colliers Engineering & Design

40. Nick Harrison - American Structurepoint,
41. Cody Stewart - Advanced Engineering & Design, Inc.
42. Tim Harley - Weston & Sampson
43. Patrick O'Connor - American Structurepoint, Inc.
44. Dikran Kalaydjian - Land & Water Engineering Science
45. Brandyn Littleton – Halff
46. Nik Gervais - Gervais Ventures
47. Quinlyn Lally - CMTA, Inc.
48. Sean Lahav - Halff,
49. Gresham Neal - Ayres Associates,
50. Jason Collins - ADEAS-Q,
51. Sarah Head - Halff
52. Karina Tijerino - BCC Engineering
53. Rafal Kadaj - Advanced Engineering & Design, Inc
54. Mayur Patel - GPI, Inc.
55. Aaron Getchell - Halff Associates, Inc.
56. Elie Araj - Applied Sciences Consulting
57. Andrea Hall - Professional Service Industries, Inc.
58. Caitlin Caserta - Tectonic Engineering
59. Greg Stevens - Colliers Engineering & Design
60. Awet Tsegay- Pennoni
61. Leslie Cleveland - Stantec Consulting Services Inc
62. Kara Rider - Goodwyn Mills Cawood
63. Soctt Stannard - Goodwyn Mills Cawood
64. Tom Burke – Stantec
65. Christian Chandler – Atkins Realis
66. Greg Stannard - Goodwyn Mills Cawood, LLC
67. Martin Steffen - Halff
68. Jason Sheridan - Pennoni Associates, Inc
69. Joseph Foster - J Foster Consulting
70. Antonio Serbia - PE, Wright-Pierce
71. Bruno Arriola - DRMP
72. Daniel Rundle - Certa Building Solutions
73. Toni Farber - Master Consulting, Inc
74. Alisa Folden - Mead & Hunt
75. Awet Tsegay - Pennoni Associates,
76. Elaina Burton - DRMP
77. Codi Barron - Applied Sciences Consulting, Inc
78. Gabe Luger PE - Certa Building Solutions
79. Gustavo Llanos - BCC Engineering, LLC
80. Luis Mendez - Certa Building Solutions
81. Scott Garth - DRMP
82. Michael Gomez - Tectonic Engineering Consultants
83. Chris Albers - Wunderlich-Malec Engineering
84. Christina Newcomb - Applied Sciences

- 85. Adeola Adeyemi - George F Young
- 86. Chris McDaniel - Greenman-Pedersen, Inc
- 87. Hannah Atchison - Master Consulting Engineers



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM II

CCNA-Engineering and Design RFQ

Issued 03/31/2025

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 04/23/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

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.



155 Corey Avenue
St. Pete Beach, FL 33706-1839
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ADDENDUM III

CCNA-Engineering and Design RFQ

Issued 03/31/2025

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 04/23/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Information Technology Services (Letter J) under Scope of work-**Remove**



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM IV

CCNA-Engineering and Design RFQ

Issued 04/01/2025

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 04/23/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Community Development and Planning Services Letter 'F' a-e) under Scope of work-**Remove**



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM V

CCNA-Engineering and Design RFQ

Issued 04/02/2025

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 04/23/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Questions and Answer from Pre-Bid Meeting

Questions and Answers from Pre-Bid Meeting

Will the City elaborate on item "J. Information Technology Services" so the consultants can ensure the correct experiences and staff are included in their response? **This has been taken off the RFQ per Addendum 3.**

➤ You stated in the meeting that at least 5 companies will be awarded. Is that 5 companies total or 5 companies for each discipline? **Total of 5 or more depending on the need of the City.**

➤ Do you need to be able to provide all services listed under each category? I.e. Could an MEP Engineering Design firm just submit for just Category A, Subcategory h – 4. Plumbing; 5. HVAC; 7. Electrical; 8. Communications. **We will look at this on an as needed basis in the needs of the City. If a category truly needs only one vendor, then that is what the City will strive for. In other areas, we may split a category depending on the number of bidders we have.**

➤ Is there more information regarding the evaluation and scoring? Are all the criteria of equal weight? **In most scoring situations we look at years in business, background of staff, references, previous projects etc. They are not equal scoring. Some will be worth 50% others worth 5 % for instance.**

➤ Can you tell us who were the previous RFQ winners? **The last time this was bid was in 2020. Winners were Kimely Horn, Halff, Stantec, Hyatt, George F Young, Cardno**

➤ Will SBE/DBE certifications be a factor in the grading criteria for this solicitation? **No. SBE/DBE certification will not be a factor.**

➤ If submitting for multiple services, do we need to submit a package for each service? **Can be a combined Package as long as each section is noted.**

➤ If submitting for multiple services, is the page limit for each service or the entire package? **Each Service**

➤ Is this meeting mandatory for attendance by subconsultants also, or just prime firms? **Just Prime Firms**

- Is there a forecast of anticipated upcoming projects? Projects are budgeted each year for the upcoming year starting the first of Oct. All projects are approved or disapproved by the Commission.
- Is this utilizing Florida's new Continuing Services limit of projects under \$7.5 million? Yes
- Will any other municipalities piggy-back off of this contract? All of St. Pete Beaches Contracts can be Piggyback'd onto. There is no interest at this time from any municipality to do so.
- Is design build a desired category? No. design-build projects will be competitively bid separately from the CCNA contract.
- What City staff will be on the evaluation committee? It will be the Department Directors as well as the Acting Assist. City Manager
- Since the prime consultant has the opportunity to submit on select disciplines, does the City expect that subconsultants will be utilized on his contract? That is Correct
- Any bonding requirements for design build? N/A
- Will the addendum include a list of attendees to this presubmittal meeting? YES. It will be a separate addendum. This was posted on Addendum 1

Category F. Community Development and Planning Services has a workload management assistance section. Please provide a better description of what is required for this service. This has been taken off the RFQ per Addendum 4

Exhibit C
Standard Addendum
On Next Page

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: _____

Title: _____

Company: _____

ATTEST:

City Clerk

City of St. Pete Beach

Frances Robustelli, City Manager



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM V

CCNA-Engineering and Design RFQ

Issued 04/09/2025

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 04/23/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Questions and Answer

1. Do tabs count toward the overall page count? – **No.**
2. Can we list continuing service contracts for project experience if the overall contract is ongoing but tasks underneath it are completed? – **Yes.**
3. Please confirm if the 10 pages for references and similar projects should be used for 10 projects, or if there is a certain number of projects the City would like to see. –
There is not a certain number of projects the City would like to see. A minimum of (3) contracts to other local governments like this contract are required.



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ADDENDUM VII

CCNA-Engineering and Design RFQ

Issued 04/09/2025

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 04/23/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Questions and Answer

Extension of due date on last page.

Please confirm which sections get increased page numbers based on the number of categories pursued. For example, if a firm pursues main categories A, B, C, D, are all section page limits increased to 4 times the original limit? Does this make the Letter of Interest 4 pages, Statement of Qualifications and Profile of Firm 24 pages, Services Approach 20 pages, and References 40 pages? Also, does this include the sub-categories (a, b, c, d, e, etc) or just the main categories (A, B, C, D, etc)?

Title Page = 1 page

Table of Contents = 1 page

Letter of Interest = 1 page

Statement of Qualifications and Profile of Firm = 8 pages

Services Approach = 5 pages per service category pursuing (A, B, C, D, E, F, G, H, I, J, K).

References = 10 pages

Insurance Requirements = minimum necessary

Resumes = 2 pages per person

In regard to the latest addendum 6, Q#3, below, can you provide clarification on whether you are looking for one-off project examples or continuing contracts only for the reference section? The verbiage is a bit confusing. Also, do we need to be the prime firm on our references, or can we be a subconsultant? – **One-off project examples or relevant continuing contract examples are both acceptable. If you're not the prime firm on your references, please specify that.**

.Please confirm if the 10 pages for references and similar projects should be used for 10 projects, or if there is a certain number of projects the City would like to see. –

There is not a certain number of projects the City would like to see. A minimum of (3) contracts to other local governments like this contract are required."

Would the City please consider reissuing and replacing the sample contract with one which consists of terms and conditions relevant to design professional services and compliant with Florida Statutes? The sample agreement provided in this RFP has terms and conditions that are not in compliance with Florida Statutes, including Section 17 Indemnification which is in conflict with the Indemnification provision stated in the RFQ. The sample contract terms and conditions apply to construction contractor work and are not relevant to design professional services. – **This will be updated and an amendment will be published under a separate Addendum #**

Would the City please consider removing the Addendum II conflicts requirement, issued on 03/31/2025? We believe that this provision is unreasonable to comply with for all multidisciplinary engineering firms both presently or during the term of the contract that may work with the Florida Department of Transportation, Pinellas County Utilities, Forward Pinellas, Duke Energy, Frontier, Pinellas County Transportation, and City of St. Petersburg. The Addendum #2 will be changed. It will be added in another addendum

Can the organizational chart that is required to be included in Section d. Statement of Qualifications and Profile of the Firm be included on an 11" x 17" page in order to allow extra space in which to fully highlight the strengths of our project team? – **Yes.**

It seems like category K. Soil and Material Testing is part of Category A. General Engineering Design Services via item d. Geotechnical Soil Investigations. Are these two categories one and the same? **Please disregard Category A.d. and only respond to Category K.**

Extension of Due date: This RFQ has been extended two weeks. The due date for submissions will now be May 6th at 9:00 AM EST. Opening will be held on the same day at 10:00 AM



155 Corey Avenue
St. Pete Beach, FL 33706-1839
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ADDENDUM VIII

CCNA-Engineering and Design RFQ

Issued 04/21/2025

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 05/06/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Change to Addendum 2 should read as follows:

Conflicts: By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity (other than to a governmental agency, quasi-governmental agency, or utility company), 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 (other than to a governmental agency, quasi-governmental agency, or utility company), 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.



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ADDENDUM IX

CCNA-Engineering and Design RFQ

Issued 04/22/2025

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 05/06/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Corrected Sample Contract

CITY OF ST. PETE BEACH, FLORIDA
Continuing Contract for Professional Design Services

[Insert consultant and/or purpose for contract]

This is a Contract (the "Contract") entered into by and between the City of St. Pete Beach (hereinafter "CITY") and [insert consultant's corporate name] (hereinafter "CONSULTANT"). The CITY and CONSULTANT together shall be referred to as the "Parties."

WHEREAS, the CITY desires to retain the CONSULTANT to perform Continuing Professional Design Services for the CITY, more fully described below in the "scope of services" section.

WHEREAS, the CITY desires to employ the CONSULTANT for the Continuing Professional Design Services and other services upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon such terms and conditions.

WHEREAS, the CONSULTANT has been selected to perform these professional services pursuant to the provisions of the "Consultants' Competitive Negotiation Act" in Section 287.055; Florida Statutes, and all applicable CITY rules, regulations and policies.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1 – GENERAL.

- 1.1 The above recitals are true and correct, and incorporated as part of this Contract.
- 1.2 CONSULTANT shall be defined herein to include all principals of the firm of, including full time employees, professionals or otherwise, and all servants, agents, employees and/or subconsultants retained by the CONSULTANT to perform its obligations hereunder. Subconsultants shall be reviewed and approved by the CITY prior to Notice to Proceed with their prospective work assignments.
- 1.3 "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

- 1.4 Prior to the start of any work under this Contract, the CONSULTANT will have submitted to the CITY a detailed resume of key engineering personnel that will be involved in performing services requested by the CITY. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the CONSULTANT desires to change the key personnel in an active assignment, it shall submit the qualifications of the new personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.
- 1.5 The CONSULTANT acknowledges that the CITY has retained other consultants, engineering and otherwise, and the coordination between said consultants and the CONSULTANT may be necessary from time to time for the successful completion of the Assignments. The CONSULTANT agrees to provide such coordination as necessary within the Scope of Services.
- 1.6 The CONSULTANT 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 Contract.
- 1.7 The CONSULTANT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Assignment.
- 1.8 Requirements for sealing all plans, reports and documents prepared by the CONSULTANT shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.9 This Contract may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Contract shall be the date this Contract has been executed by all parties.

SECTION 2 – SCOPE OF SERVICES.

- 2.1 The CONSULTANT shall diligently and in a professional and timely manner perform the work included in the Scope of Services as listed generally in the Request for Qualifications (RFQ) attached and incorporated in this Contract as Exhibit A. Unless modified in writing by the parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.
- 2.2 GENERAL. The CONSULTANT agrees to perform those services described in Exhibit A – RFQ, dated Click or tap to enter a date., which is attached hereto and made a part hereof.
- 2.3 ADDITIONAL SERVICE. The CITY and the CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the

performance of the Scope of Services that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders and shall be undertaken only under terms of formal amendments to this Contract.

- 2.4 TASK ORDERS. Additional services to be provided by the CONSULTANT shall be authorized in writing as Task Orders. Task Orders to be provided shall be prepared on the form delineated as Exhibit B - which is attached hereto and made a part hereof. **[DON'T FORGET TO ATTACH YOUR TASK ORDER FORM AS EXHIBIT B. WE DISCUSSED THIS WITH MIKE WHO SAID YOU COULD PREPARE A STANDARD ASSIGNMENT LETTER AND THEN DELETE THIS SENTENCE]**. Each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the work authorized; and the amount and method of compensation. Task Orders shall be dated and serially numbered annually. The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this contract.
- 2.5 The CITY Manager or his/her designee may authorize Task Orders for services under this continuing contract, which are equal to or less than limits prescribed for Continuing Contracts under the provision of F.S. 287.055(g) or limits set by the CITY's rules, regulations, and policies. Professional fees under such specified Task Orders shall be based on a written proposal from the CONSULTANT as may be requested in writing by the CITY's designated representative, who shall process the proposal through the appropriate departments at the CITY. A single unitary task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this continuing contract.

SECTION 3 – CITY'S RIGHTS AND RESPONSIBILITIES.

The CITY shall provide the service described below in a timely fashion at no cost to the CONSULTANT:

- 3.1 Furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data and other information that is available in the CITY's files, necessary or useful to the CONSULTANT for the performance of the assignment. All of the documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the assignment to be performed by the CONSULTANT.
- 3.2 Make CITY personnel available when required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the CONSULTANT to enter upon the project lands as required for the CONSULTANT within a reasonable time, to perform surveys, observations and other work as necessary to complete the assignment.

- 3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and render written decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 3.5 Transmit instructions, relevant information and provide interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 3.6 Give prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope of timing of the CONSULTANT's services or becomes aware of any defect or changes necessary in the work of the CONSULTANT.
- 3.7 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the CONSULTANT.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the assignment not covered under the assignment.

SECTION 4 – COMPENSATION.

- 4.1 GENERAL. Compensation to the CONSULTANT for services performed pursuant to this Contract shall be in accordance with the following method or compensation, as defined and indicated in the "Lump Sum Method."

The type and amount of compensation for each Task Order shall be described on the Task Order form included in "Exhibit 5."

4.2 LUMP SUM METHOD

- a. Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, subconsultants' and specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work, or other conditions stipulated in the Task Order, and the Task Order is modified by both the CITY and CONSULTANT to reflect the change(s) by formal amendment to this Contract.
- b. Payment to the CONSULTANT for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the CONSULTANT and accepted by the CITY.

- 4.3 INVOICE PROCESSING. [YOU MAY WANT TO BE SURE FINANCE HANDLES YOUR PURCHASE ORDERS THIS WAY. PLEASE DELETE SENTENCE UPON COMPLETION OF DRAFTING.] Invoices received by the CITY will be processed for

payment within thirty (30) days of receipt of invoice. CONSULTANT will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make an effort to resolve all questionable items contained in the CONSULTANT's invoices within thirty (30) days of receipt of the invoices by the CITY. At the end of the thirty (30) day period, the CITY shall pay the CONSULTANT the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the initiating CITY representative.

- 4.4 **PAYMENT IN THE EVENT OF CONTRACT TERMINATION OR SUSPENSION.** In the event that a Task Order or this Contract is terminated or canceled, or the CONSULTANT's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of this Contract.
- 4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT.** If instructed to do so by CITY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The additional compensation shall be requested by the CONSULTANT on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the assignment by formal amendment or Task Order to this Contract.

SECTION 5 - WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF CONTRACT.

- 5.1 **WORK COMMENCEMENT.** The CONSULTANT shall commence work on each authorized Task Order within ten (10) days after receipt by the CONSULTANT of a written Notice-To-Proceed from the CITY's Designated Representative. If the CONSULTANT fails to commence work within the ten (10) day period, then the CITY shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the CONSULTANT.
- 5.2 **IMPLEMENTATION SCHEDULE.** The CONSULTANT must complete its work in accordance with the time schedule specified in the applicable Task Order/Assignment. In the event the work of the CONSULTANT is delayed due to no fault of the CONSULTANT, which delays the completion of any Task Order of the Assignment, the CONSULTANT is entitled to an appropriate extension of the contract time for the specific Task Order. Additional compensation to the CONSULTANT will be negotiated to the mutual agreement of the CITY and the CONSULTANT in the event such delay causes any Task Order's costs to increase for reasons beyond the CONSULTANT's control.
- 5.3 **TERM.** This Contract shall expire three (3) years after the effective date of this Contract and may be extended for up to two (2) additional one (1) year periods, not to exceed five (5) years maximum, upon written mutual consent of the CITY and the CONSULTANT.
- 5.4 **CONTINUING CONTRACT.** In accordance with 287.055 (g), this is a "continuing contract" for professional services entered into in accordance with all procedures of this act between

the CITY and the CONSULTANT, whereby the CONSULTANT shall provide professional services to the CITY for projects in which construction or professional costs do not exceed the statutory limitations imposed. Additionally, the CONSULTANT shall provide for work of a specified nature as outlined in Exhibit A of this Contract as required by the CITY.

SECTION 6 - CITY'S "DESIGNATED" REPRESENTATIVE.

6.1 GENERAL. The CITY hereby designates the CITY Manager or his/her designee to represent the CITY in all matters pertaining to and arising from the work and performance of this contract. The CITY Manager or designee shall have the following responsibilities:

- a. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- b. Transmission of instructions, receipt of information and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- c. Giving prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any defects or changes necessary in the project.
- d. Following the CONSULTANT's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.
- e. When appropriate, authorizing Task Orders equal to or less than limits prescribed for Continuing Contracts pursuant to the provisions of FS 287.055(g) and applicable rules, regulations, and policies of the City.

SECTION 7 - CHANGES IN SCOPE.

7.1 The CITY or the CONSULTANT may request changes in the Scope of Services of a Task Order. Such change(s), including any increase or decrease in the amount of the CONSULTANT's compensation for any Task Order pursuant to this Contract, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated by written formal amendment.

SECTION 8 - TERMINATION OF CONTRACT.

8.1 TERMINATION BY CITY FOR CAUSE. The CITY may terminate this Contract for any one or more of the following reasons:

- a. If adequate progress on any phase of the assignment is not being made by the CONSULTANT as a direct result of the CONSULTANT's failure to perform.

- b. The quality of the services performed by the CONSULTANT is not in conformance with commonly accepted design codes and standards, standards of the CITY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment.
- c. The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT.
- d. The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors.
- e. The CONSULTANT violates the Standards of Conduct provisions of this Contract herein.
- f. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
- g. Sub-standard or non-performance of Agreement.
- h. The City wishes to terminate at any time and for any reason, upon giving sixty (60) days prior written notice to the CONSULTANT.

8.2 TERMINATION BY CONSULTANT FOR CAUSE. The CONSULTANT may cancel this Contract for the following reasons:

- a. The CITY fails to meet its obligations and responsibilities as contained in the sections of this Contract describing the CITY's Rights and Responsibilities.
- b. The CITY fails to pay the CONSULTANT in accordance with this Contract.
- c. In the event of either of the causes described in this Contract, the CONSULTANT may send a certified letter requesting that the CITY show cause why the Contract should not be terminated. If adequate assurances are not given to the CONSULTANT within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONSULTANT may consider the CITY to be in default, and may immediately terminate this Contract.

8.3 TERMINATION BY CITY WITHOUT CAUSE. Notwithstanding any other provision of this Contract, the CITY shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Assignment without cause, provided that ten (10) days prior written notice is given to the CONSULTANT of the CITY's intent to terminate. In the event that a Task Order is terminated, The CITY shall identify the specific Task Order(s) being terminated and the specific Task Order(s) to be continued to completion pursuant to the provisions of this Contract. This Contract will remain in full force and effect

as to all authorized Task Orders which are to be continued to completion under this type of arrangement.

- 8.4 PAYMENT IN THE EVENT OF TERMINATION. In the event this Contract or any Assignment is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the CONSULTANT. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional direct costs to be incurred by the CITY due to such default.

8.5 ACTION FOLLOWING TERMINATION

- a. Upon receipt of notice of termination, given by either party the terminated party shall promptly discontinue all services and other work unless the notice provides otherwise.
- b. In the case of the CITY terminating the CONSULTANT, the CONSULTANT shall within ten (10) days or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the CONSULTANT in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the CITY. Notwithstanding the foregoing, the CONSULTANT shall not be held liable for the accuracy or reliability of any partially completed work delivered in accordance with this provision.

8.6 SUSPENSION

- a. The performance of the CONSULTANT's service under any provision of this Contract may be suspended by the CITY at any time. In the event the CITY suspends the performance of the CONSULTANT's services hereunder, the CITY shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by the CONSULTANT, and CITY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended services unless and until the CITY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the CITY that the CONSULTANT's services hereunder are to be resumed, the CONSULTANT shall complete the services of the CONSULTANT called for in this Contract and the CONSULTANT shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the CONSULTANT under this Contract, same to be payable at the times and in the number specified herein. In no event will the compensation or any part thereof become due or payable to the CONSULTANT

under this Contract unless and until the CONSULTANT has attained that state of work where the same would be due and payable to the CONSULTANT under the provisions of this Contract.

- b. If the aggregate time of the CITY's suspension(s) of the CONSULTANT's Services under any Task Order of this Contract exceeds sixty (60) days, then the CONSULTANT and the CITY shall, upon request of the CONSULTANT, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the CONSULTANT hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the CONSULTANT for the balance of the Services to be performed hereunder. No increase in compensation to the CONSULTANT shall be allowed unless it is based upon clear and convincing evidence of an increase in the CONSULTANT's costs attributable to the aforesaid suspension(s).

SECTION 9 - CLAIMS AND DISPUTES/REMEDIES.

- 9.1 CLAIMS AND DISPUTES. Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of this Contract.
- 9.2 REMEDIES. Except as provided in Section 9.1 herein, all claims, disputes and/or matters in question between the CITY and the CONSULTANT arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this contract shall be in the appropriate court with territorial jurisdiction over the City of St. Pete Beach, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 10 - INDEMNITY AND INSURANCE.

- 10.1 GENERAL. To the fullest extent permitted by Florida law, the CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the Consultant in the performance of the contract.
- 10.2 INSURANCE. The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in

the State of Florida, and will provide Certificates of insurance to the CITY, evidencing such insurance, within fifteen (15) days following the CONSULTANT's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the CITY. Specific insurance requirements may include:

- a. **WORKER'S COMPENSATION.** The CONSULTANT must provide Worker's Compensation for all employees at the site location, and in case any work is subcontracted, will require the Subcontractor to provide Worker's Compensation for all of its employees.
- b. **COMMERCIAL GENERAL LIABILITY.** The CONSULTANT must provide coverage for all operations as detailed in the Scope of Services including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.
- c. **AUTOMOBILE LIABILITY.** The CONSULTANT must provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000 CSL or its equivalent.
- d. **PROFESSIONAL LIABILITY INSURANCE.** Annual Professional Liability Insurance must be maintained with coverage in an amount as detailed in the City of St. Pete Beach Request for Qualification (RFQ) titled "Engineering and Consulting Services". Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of negligent performance by the CONSULTANT, or any person or subcontractor employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of three (3) years after completion of the CONSULTANT's services and/or construction and acceptance of the facilities designed by the CONSULTANT under the scope of this Contract including any amendment thereto.
- e. **CERTIFICATES OF INSURANCE.** The CONSULTANT shall furnish all Certificates of Insurance forwarded directly to the following:

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

with information copied to the Designated Representative identified in this Contract. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by these provisions.

SECTION 11 - NEGOTIATION DATA.

11.1 The CONSULTANT hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the CONSULTANT's compensation under this Contract may be adjusted to exclude any significant sums where the CITY determines the CONSULTANT's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the CITY during the period of this Contract and for five (5) years after final payment is made.

11.2 Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 12 - OWNER OF DOCUMENTS.

12.1 It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the CONSULTANT. The CONSULTANT shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the CONSULTANT pursuant to this Contract are instruments of service in respect to the services described in the Assignment. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to the CONSULTANT; and the CITY shall indemnify to the maximum extent permitted by law and hold harmless the CONSULTANT from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the CONSULTANT will entitle the CONSULTANT to further compensation at rates to be agreed upon by the CITY and the CONSULTANT.

12.2 Any Documents given to or prepared or assembled by the CONSULTANT and its subcontractors under this Contract shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

12.3 The CONSULTANT may maintain copies of all work performed under this Contract for the CITY.

12.4 The CONSULTANT shall not publish any information concerning this project without the prior written consent of the CITY.

12.5 The CONSULTANT should abide by the Florida Public Records law, more fully described in "Exhibit C."

SECTION 13 - STANDARDS OF CONDUCT.

13.1 CONSULTANT EMPLOYEES. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.

13.2 EMPLOYMENT ELIGIBILITY. The Consultant 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. Consultant 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) Consultant 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 Consultant 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) Consultant shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Consultant 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 Consultant'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. Consultant 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 Consultant, the Consultant may not be awarded a public agreement for a period of one (1) year after date of termination.

13.3 CONSULTANT COMPLIANCE WITH LAWS. The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

- 13.4 CONFLICT OF INTEREST. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 8.1.
- 13.5 REMOVAL OF EMPLOYEE. The CITY is empowered to require the CONSULTANT to remove any employee or representative of the CONSULTANT from working on this Assignment which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the CONSULTANT in writing of the CITY's objections prior to the CONSULTANT's removal of any employee or representative.
- 13.6 PUBLICATION. The CONSULTANT shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 14 - ACCESS TO RECORDS/AUDIT.

- 14.1 RECORDS MAINTENANCE. The CONSULTANT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The CONSULTANT shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of CONSULTANT's books, records, documents, time records and cost accounts and other evidence shall be at the CITY's expense.
- 14.2 ACCESS TO RECORDS. The CONSULTANT shall maintain and allow access to the records required under this Section for a period of five (5) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under the terms of this Contract.

SECTION 15 - CODES AND DESIGN STANDARDS.

- 15.1 All of the services to be performed by the CONSULTANT shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the CITY and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract. The CONSULTANT shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the CONSULTANT beyond that covered under the scope of this Contract

shall be subject to negotiation for an increase in scope and compensation by an amendment to this Contract.

SECTION 16 - ASSIGNABILITY

16.1 The CONSULTANT shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the CITY, provided that claims for the money due or to become due the CONSULTANT from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 17 - CONTROLLING LAWS

17.1 This Contract is to be governed by the laws of the State of Florida.

SECTION 18 - FORCE MAJEURE

18.1 Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 19 - EXTENT OF CONTRACT

19.1 This Contract, together with the RFQ titled "[insert name of RFQ]" (issued [Click or tap to enter a date.]), the proposal submitted [Click or tap to enter a date.], and the Exhibits hereinafter identified and listed in this Section 19, incorporated herein and made a part hereof by this reference, constitute the entire Agreement between the CITY and the CONSULTANT and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract. The Exhibits supplemental to and made a part of this Contract are as follows:

- Exhibit A: Scope of Services.
- Exhibit B: Task Order Form.
- Exhibit C: Addendum

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

Corporate Consultant Name:

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: Frances Robustelli

Its: _____

Its: City Manager

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brookes
City Attorney

Ginny Bodkin
Acting City Clerk

Sample Contract

EXHIBIT “A”

SCOPE OF SERVICES

Sample Contract

EXHIBIT “B”

TASK ORDER FORM

Sample Contract

EXHIBIT "C"

Addendum

CITY OF ST. PETE BEACH, FLORIDA **STANDARD CONTRACT ADDENDUM**

THIS ADDENDUM modifies the 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" to include the following terms of this contract Addendum:

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. 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.

EXHIBIT D

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 11th day of August, 2025.

Signed: 

Print Name: BRANDYN D. LITTLETON

Title: VICE PRESIDENT

[END OF EXHIBIT]

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

Agenda Report

Agenda Title Name: Authorize the City Manager to execute the Continuing Contract for Professional Design Services with NorthStar Consulting Group, Inc., for three years.

Action Request: Motion to authorize the City Manager to execute the Continuing Contract for Professional Design Services with NorthStar Consulting Group, Inc., for three years and to authorize the City Manager to execute the Contract.

Strategic Objective: Operational Excellence

Date: September 22, 2025

Prepared By: Camden Mills, Public Services Director

Through: Frances Robustelli, City Manager

Summary of Issue: The City publicly advertised a Request for Qualifications (RFQ) for Engineering and Consulting Services, and a total of 29 firms submitted proposals for evaluation on May 6, 2025. The City's RFQ evaluation committee recommended 7 firms for continuing contracts to support budgeted capital improvement projects throughout the City. NorthStar Consulting Group, Inc. was selected to provide services related to general engineering, architectural, soils and materials.

This contract shall expire three (3) years after the effective date and may be extended for up to two (2) additional one (1) year periods.

Funding: Task orders will be issued project by project on an as-needed basis, subject to budgeted funds, within the Consultant's Competitive Negotiation Act (CCNA), established under Florida Statute 287.055.

Attachments: 1. NorthStar CCNA Contract

CITY OF ST. PETE BEACH, FLORIDA
Continuing Contract for Professional Design Services

NORTHSTAR CONSULTING GROUP, INC.-General Engineering,
Architectural, Soil and Material

This is a Contract (the “Contract”) entered into by and between the City of St. Pete Beach (hereinafter "CITY") and NorthStar Consulting Group, Inc. (hereinafter "CONSULTANT"). The CITY and CONSULTANT together shall be referred to as the “Parties.”

WHEREAS, the CITY desires to retain the CONSULTANT to perform Continuing Professional Design Services- General Engineering, Architectural, Soil and Material for the CITY, more fully described below in the “scope of services” section.

WHEREAS, the CITY desires to employ the CONSULTANT for the Continuing Professional Design Services- General Engineering, Architectural, Soil and Material and other services upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon such terms and conditions.

WHEREAS, the CONSULTANT has been selected to perform these professional services pursuant to the provisions of the “Consultants’ Competitive Negotiation Act” in Section 287.055; Florida Statutes, and all applicable CITY rules, regulations and policies.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1 – GENERAL.

- 1.1 The above recitals are true and correct, and incorporated as part of this Contract.
- 1.2 CONSULTANT shall be defined herein to include all principals of the firm of, including full time employees, professionals or otherwise, and all servants, agents, employees and/or subconsultants retained by the CONSULTANT to perform its obligations hereunder. Subconsultants shall be reviewed and approved by the CITY prior to Notice to Proceed with their prospective work assignments.
- 1.3 “Professional services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

- 1.4 Prior to the start of any work under this Contract, the CONSULTANT will have submitted to the CITY a detailed resume of key engineering personnel that will be involved in performing services requested by the CITY. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the CONSULTANT desires to change the key personnel in an active assignment, it shall submit the qualifications of the new personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.
- 1.5 The CONSULTANT acknowledges that the CITY has retained other consultants, engineering and otherwise, and the coordination between said consultants and the CONSULTANT may be necessary from time to time for the successful completion of the Assignments. The CONSULTANT agrees to provide such coordination as necessary within the Scope of Services.
- 1.6 The CONSULTANT 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 Contract.
- 1.7 The CONSULTANT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Assignment.
- 1.8 Requirements for sealing all plans, reports and documents prepared by the CONSULTANT shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.9 This Contract may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Contract shall be the date this Contract has been executed by all parties.

SECTION 2 – SCOPE OF SERVICES.

- 2.1 The CONSULTANT shall diligently and in a professional and timely manner perform the work included in the Scope of Services as listed generally in the Request for Qualifications (RFQ) attached and incorporated in this Contract as Exhibit A. Unless modified in writing by the parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.
- 2.2 GENERAL. The CONSULTANT agrees to perform those services described in Exhibit A – RFQ, dated 3/19/2025, which is attached hereto and made a part hereof.
- 2.3 ADDITIONAL SERVICE. The CITY and the CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the

performance of the Scope of Services that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders and shall be undertaken only under terms of formal amendments to this Contract.

- 2.4 **TASK ORDERS.** Additional services to be provided by the CONSULTANT shall be authorized in writing as Task Orders. Task Orders to be provided shall be prepared on the form delineated as Exhibit B - which is attached hereto and made a part hereof each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the work authorized; and the amount and method of compensation. Task Orders shall be dated and serially numbered annually. The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this contract.
- 2.5 The CITY Manager or his/her designee may authorize Task Orders for services under this continuing contract, which are equal to or less than limits prescribed for Continuing Contracts under the provision of F.S. 287.055(g) or limits set by the CITY's rules, regulations, and policies. Professional fees under such specified Task Orders shall be based on a written proposal from the CONSULTANT as may be requested in writing by the CITY's designated representative, who shall process the proposal through the appropriate departments at the CITY. A single unitary task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this continuing contract.

SECTION 3 – CITY'S RIGHTS AND RESPONSIBILITIES.

The CITY shall provide the service described below in a timely fashion at no cost to the CONSULTANT:

- 3.1 Furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data and other information that is available in the CITY's files, necessary or useful to the CONSULTANT for the performance of the assignment. All of the documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the assignment to be performed by the CONSULTANT.
- 3.2 Make CITY personnel available when required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the CONSULTANT to enter upon the project lands as required for the CONSULTANT within a reasonable time, to perform surveys, observations and other work as necessary to complete the assignment.

- 3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and render written decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 3.5 Transmit instructions, relevant information and provide interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 3.6 Give prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope of timing of the CONSULTANT's services or becomes aware of any defect or changes necessary in the work of the CONSULTANT.
- 3.7 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the CONSULTANT.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the assignment not covered under the assignment.

SECTION 4 – COMPENSATION.

- 4.1 GENERAL. Compensation to the CONSULTANT for services performed pursuant to this Contract shall be in accordance with the following method or compensation, as defined and indicated a the "Lump Sum Method."

The type and amount of compensation for each Task Order shall be described on the Task Order form included in "Exhibit B."

4.2 LUMP SUM METHOD

- a. Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, subconsultants' and specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work, or other conditions stipulated in the Task Order, and the Task Order is modified by both the CITY and CONSULTANT to reflect the change(s) by formal amendment to this Contract.
- b. Payment to the CONSULTANT for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the CONSULTANT and accepted by the CITY.

- 4.3 INVOICE PROCESSING: Invoices received by the CITY will be processed for payment within thirty (30) days of receipt of invoice. CONSULTANT will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the

CITY with an explanation of the deficiencies. The CITY will make an effort to resolve all questionable items contained in the CONSULTANT's invoices within thirty (30) days of receipt of the invoices by the CITY. At the end of the thirty (30) day period, the CITY shall pay the CONSULTANT the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the initiating CITY representative.

4.4 **PAYMENT IN THE EVENT OF CONTRACT TERMINATION OR SUSPENSION.** In the event that a Task Order or this Contract is terminated or canceled, or the CONSULTANT's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of this Contract.

4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT.** If instructed to do so by CITY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The additional compensation shall be requested by the CONSULTANT on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the assignment by formal amendment or Task Order to this Contract.

SECTION 5 - WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF CONTRACT.

5.1 **WORK COMMENCEMENT.** The CONSULTANT shall commence work on each authorized Task Order within ten (10) days after receipt by the CONSULTANT of a written Notice-To-Proceed from the CITY's Designated Representative. If the CONSULTANT fails to commence work within the ten (10) day period, then the CITY shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the CONSULTANT.

5.2 **IMPLEMENTATION SCHEDULE.** The CONSULTANT must complete its work in accordance with the time schedule specified in the applicable Task Order/Assignment. In the event the work of the CONSULTANT is delayed due to no fault of the CONSULTANT, which delays the completion of any Task Order of the Assignment, the CONSULTANT is entitled to an appropriate extension of the contract time for the specific Task Order. Additional compensation to the CONSULTANT will be negotiated to the mutual agreement of the CITY and the CONSULTANT in the event such delay causes any Task Order's costs to increase for reasons beyond the CONSULTANT's control.

5.3 **TERM.** This Contract shall expire three (3) years after the effective date of this Contract and may be extended for up to two (2) additional one (1) year periods, not to exceed five (5) years maximum, upon written mutual consent of the CITY and the CONSULTANT.

5.4 **CONTINUING CONTRACT.** In accordance with 287.055 (g), this is a "continuing contract" for professional services entered into in accordance with all procedures of this act between the CITY and the CONSULTANT, whereby the CONSULTANT shall

provide professional services to the CITY for projects in which construction or professional costs do not exceed the statutory limitations imposed. Additionally, the CONSULTANT shall provide for work of a specified nature as outlined in Exhibit A of this Contract as required by the CITY.

SECTION 6 - CITY'S "DESIGNATED" REPRESENTATIVE.

- 6.1 GENERAL. The CITY hereby designates the CITY Manager or his/her designee to represent the CITY in all matters pertaining to and arising from the work and performance of this contract. The CITY Manager or designee shall have the following responsibilities:
- a. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
 - b. Transmission of instructions, receipt of information and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
 - c. Giving prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any defects or changes necessary in the project.
 - d. Following the CONSULTANT's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.
 - e. When appropriate, authorizing Task Orders equal to or less than limits prescribed for Continuing Contracts pursuant to the provisions of FS 287.055(g) and applicable rules, regulations, r policies of the City.

SECTION 7 - CHANGES IN SCOPE.

- 7.1 The CITY or the CONSULTANT may request changes in the Scope of Services of a Task Order. Such change(s), including any increase or decrease in the amount of the CONSULTANT's compensation for any Task Order pursuant to this Contract, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated by written formal amendment.

SECTION 8 - TERMINATION OF CONTRACT.

- 8.1 TERMINATION BY CITY FOR CAUSE. The CITY may terminate this Contract for any one or more of the following reasons:
- a. If adequate progress on any phase of the assignment is not being made by the CONSULTANT as a direct result of the CONSULTANT's failure to perform.

- b. The quality of the services performed by the CONSULTANT is not in conformance with commonly accepted design codes and standards, standards of the CITY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment.
- c. The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT.
- d. The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors.
- e. The CONSULTANT violates the Standards of Conduct provisions of this Contract herein.
- f. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
- g. Sub-standard or non-performance of Agreement.
- h. The City wishes to terminate at any time and for any reason, upon giving sixty (60) days prior written notice to the CONSULTANT.

8.2 TERMINATION BY CONSULTANT FOR CAUSE. The CONSULTANT may cancel this Contract for the following reasons:

- a. The CITY fails to meet its obligations and responsibilities as contained in the sections of this Contract describing the CITY's Rights and Responsibilities.
- b. The CITY fails to pay the CONSULTANT in accordance with this Contract.
- c. In the event of either of the causes described in this Contract, the CONSULTANT may send a certified letter requesting that the CITY show cause why the Contract should not be terminated. If adequate assurances are not given to the CONSULTANT within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONSULTANT may consider the CITY to be in default, and may immediately terminate this Contract.

8.3 TERMINATION BY CITY WITHOUT CAUSE. Notwithstanding any other provision of this Contract, the CITY shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Assignment without cause, provided that ten (10) days prior written notice is given to the CONSULTANT of the CITY's intent to terminate. In the event that a Task Order is terminated, The CITY shall identify the specific Task Order(s) being terminated and the specific Task Order(s) to be continued to completion pursuant to the provisions of this Contract. This Contract will remain in full

force and effect as to all authorized Task Orders which are to be continued to completion under this type of arrangement.

- 8.4 PAYMENT IN THE EVENT OF TERMINATION. In the event this Contract or any Assignment is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the CONSULTANT. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional direct costs to be incurred by the CITY due to such default.

8.5 ACTION FOLLOWING TERMINATION

- a. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- b. In the case of the CITY terminating the CONSULTANT, the CONSULTANT shall within ten (10) days or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the CONSULTANT in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the CITY. Notwithstanding the foregoing, the CONSULTANT shall not be held liable for the accuracy or reliability of any partially completed work delivered in accordance with this provision.

8.6 SUSPENSION

- a. The performance of the CONSULTANT's service under any provision of this Contract may be suspended by the CITY at any time. In the event the CITY suspends the performance of the CONSULTANT's services hereunder, the CITY shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by the CONSULTANT, and CITY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended services unless and until the CITY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the CITY that the CONSULTANT's services hereunder are to be resumed, the CONSULTANT shall complete the services of the CONSULTANT called for in this Contract and the CONSULTANT shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the CONSULTANT under this Contract, same to be payable at the times and in the number specified herein. In no event will the compensation

or any part thereof become due or payable to the CONSULTANT under this Contract unless and until the CONSULTANT has attained that state of work where the same would be due and payable to the CONSULTANT under the provisions of this Contract.

- b. If the aggregate time of the CITY's suspension(s) of the CONSULTANT's Services under any Task Order of this Contract exceeds sixty (60) days, then the CONSULTANT and the CITY shall, upon request of the CONSULTANT, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the CONSULTANT hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the CONSULTANT for the balance of the Services to be performed hereunder. No increase in compensation to the CONSULTANT shall be allowed unless it is based upon clear and convincing evidence of an increase in the CONSULTANT's costs attributable to the aforesaid suspension(s).

SECTION 9 - CLAIMS AND DISPUTES/REMEDIES.

- 9.1 CLAIMS AND DISPUTES. Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of this Contract.
- 9.2 REMEDIES. Except as provided in Section 9.1 herein, all claims, disputes and/or matters in question between the CITY and the CONSULTANT arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this contract shall be in the appropriate court with territorial jurisdiction over the City of St. Pete Beach, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 10 - INDEMNITY AND INSURANCE.

- 10.1 GENERAL. To the fullest extent permitted by Florida law, the CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the Consultant in the performance of the contract.

10.2 INSURANCE. The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in the State of Florida, and will provide Certificates of insurance to the CITY, evidencing such insurance, within fifteen (15) days following the CONSULTANT's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the CITY. Specific insurance requirements may include:

- a. WORKER'S COMPENSATION. The CONSULTANT must provide Worker's Compensation for all employees at the site location, and in case any work is subcontracted, will require the Subcontractor to provide Worker's Compensation for all of its employees.
- b. COMMERCIAL GENERAL LIABILITY. The CONSULTANT must provide coverage for all operations as detailed in the Scope of Services including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.
- c. AUTOMOBILE LIABILITY. The CONSULTANT must provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000 CSL or its equivalent.
- d. PROFESSIONAL LIABILITY INSURANCE. Annual Professional Liability Insurance must be maintained with coverage in an amount as detailed in the City of St. Pete Beach Request for Qualifications (RFQ) titled "Engineering and Consulting Services". Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of negligent performance by the CONSULTANT, or any person or subcontractor employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of three (3) years after completion of the CONSULTANT's services and/or construction and acceptance of the facilities designed by the CONSULTANT under the scope of this Contract including any amendment thereto.
- e. CERTIFICATES OF INSURANCE. The CONSULTANT shall furnish all Certificates of Insurance forwarded directly to the following:
City of St. Pete Beach-City Clerk's Office
155 Corey Avenue
St. Pete Beach, FL 33706
with information copied to the Designated Representative identified in this Contract. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by these provisions.

SECTION 11 - NEGOTIATION DATA.

11.1 The CONSULTANT hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the CONSULTANT's compensation under this Contract may be adjusted to exclude any significant sums where the CITY determines the CONSULTANT's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the CITY during the period of this Contract and for five (5) years after final payment is made.

11.2 Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 12 - OWNER OF DOCUMENTS.

12.1 It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the CONSULTANT. The CONSULTANT shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the CONSULTANT pursuant to this Contract are instruments of service in respect to the services described in the Assignment. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to the CONSULTANT; and the CITY shall indemnify to the maximum extent permitted by law and hold harmless the CONSULTANT from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the CONSULTANT will entitle the CONSULTANT to further compensation at rates to be agreed upon by the CITY and the CONSULTANT.

12.2 Any Documents given to or prepared or assembled by the CONSULTANT and its subcontractors under this Contract shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

12.3 The CONSULTANT may maintain copies of all work performed under this Contract for the CITY.

12.4 The CONSULTANT shall not publish any information concerning this project without the prior written consent of the CITY.

12.5 The CONSULTANT should abide by the Florida Public Records law, more fully described in “Exhibit C.”

SECTION 13 - STANDARDS OF CONDUCT.

13.1 CONSULTANT EMPLOYEES. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.

13.2 EMPLOYMENT ELIGIBILITY. The Consultant 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. Consultant 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) Consultant 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 Consultant 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) Consultant shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Consultant 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 Consultant’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. Consultant 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 Consultant, the Consultant may not be awarded a public agreement for a period of one (1) year after date of termination.

- 13.3 **CONSULTANT COMPLIANCE WITH LAWS.** The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.
- 13.4 **CONFLICT OF INTEREST.** The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 8.1.
- 13.5 **REMOVAL OF EMPLOYEE.** The CITY is empowered to require the CONSULTANT to remove any employee or representative of the CONSULTANT from working on this Assignment which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the CONSULTANT in writing of the CITY's objections prior to the CONSULTANT's removal of any employee or representative.
- 13.6 **PUBLICATION.** The CONSULTANT shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 14 - ACCESS TO RECORDS/AUDIT.

- 14.1 **RECORDS MAINTENANCE.** The CONSULTANT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The CONSULTANT shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of CONSULTANT's books, records, documents, time records and cost accounts and other evidence shall be at the CITY's expense.
- 14.2 **ACCESS TO RECORDS.** The CONSULTANT shall maintain and allow access to the records required under this Section for a period of five (5) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under the terms of this Contract.

SECTION 15 - CODES AND DESIGN STANDARDS.

- 15.1 All of the services to be performed by the CONSULTANT shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the CITY and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract. The CONSULTANT shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the CONSULTANT beyond that covered under the scope of this Contract shall be subject to negotiation for an increase in scope and compensation by an amendment to this Contract.

SECTION 16 - ASSIGNABILITY

- 16.1 The CONSULTANT shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the CITY, provided that claims for the money due or to become due the CONSULTANT from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 17 - CONTROLLING LAWS

- 17.1 This Contract is to be governed by the laws of the State of Florida.

SECTION 18 - FORCE MAJEURE

- 18.1 Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 19 - EXTENT OF CONTRACT

- 19.1 This Contract, together with the RFQ titled "Engineering and Consulting Services" (issued 3/19/2025), the proposal submitted 4/25/2025, and the Exhibits hereinafter identified and listed in this Section 19, incorporated herein and made a part hereof by this reference, constitute the entire Agreement between the CITY and the CONSULTANT and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract. The Exhibits supplemental to and made a part of this Contract are as follows:

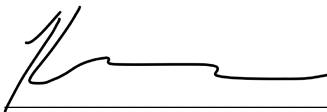
Exhibit A: Scope of Services.

Exhibit B: Task Order Form.

Exhibit C: 2025 Standard Addendum
Exhibit D: FEMA Grant Provisions

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

NorthStar Consulting Group, Inc.:

Signature:  _____

By: Brent W. Anderson

Its: Principal In Charge/Vice President

Date: 8/11/2025 _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Ralf Brookes
City Attorney

City of St. Pete Beach:

Signature: _____

By: Frances Robustelli

Its: City Manager

Date: _____

ATTEST:

Renee Rose
City Clerk

EXHIBIT “A”
SCOPE OF SERVICES



**City of St. Pete Beach
Request for Qualifications**

Engineering and Consulting Services

Issued 3/19/2025

**Submittals due by
4/23/2025 at 10:00 AM EST (Deadline)
City Hall, St. Pete Beach, FL**

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Event	Date	Time
Publication of Bid	03/19/2025	8:00 AM
Pre-Bid Meeting (MANDATORY)	03/26/2025	11:00 AM
Deadline for Question Submission	04/16/2025	10:00 AM
Bid Receiving Deadline	04/23/2025	9:00 AM
Bid Opening	04/23/2025	10:00 AM

II. GENERAL CONDITIONS

REQUEST FOR QUALIFICATIONS

Engineering and Consulting Services |

REQUEST FOR QUALIFICATIONS SUMMARY

The City of St. Pete Beach is accepting sealed Summary of Qualifications (SOQ) submittals from qualified firms for Engineering and Consulting Services. The City will be selecting at least five (5) firms or more for a three (3) year term with two (2) one-year contract renewal options. |

SUBMITTER INFORMATION

All Submitters 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 business days before the submittals are 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/>) for additional project information as it becomes available. The City reserves the right to decide whether to provide addendums or not. The City is not required to provide any additional information.

MANDATORY PRE-SUBMITTAL MEETING

A **MANDATORY** pre-submittal meeting will be held **3/26/2025 at 11:00 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.

QUALIFICATIONS SUBMITTALS

Submittal documents must include all items listed under the Submission Instructions Section of the Request for Qualifications (RFQ).

Submissions should be made electronically either to DemandStar or Bonfire by the due date. Only electronic submissions will be accepted.

The deadline for submissions is at Time **9:00 AM EST on 4/23/2025 (Deadline)**. Any electronic qualifications not received by this deadline will not be accepted – NO EXCEPTIONS.

Clearly marked Each Submittal with the service type you are bidding on.

Electronic submissions will be publicly opened and read right after the submittal deadline.

Openings are typically opened in Commission Chambers and are open to the public to witness, if desired.

CONTACT INFORMATION

John Taylor – Procurement Manager

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

Phone - (727) 363-9279

E-mail - jtaylor@stpetebeach.org |

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 RFQ. All questions pertaining to the terms and conditions or scope of work of this Request for Qualification (RFQ) 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 4/16/2025**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFQ**. 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 **RFQ** 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.

SCOPE OF WORK

The scope of work consists of providing project specific civil engineering, architectural, mapping and other related services for the City on an as-needed basis for miscellaneous current and future projects. As this contract is issued in accordance with Florida Statutes 287.055, the Consultants' Competitive Negotiation Act, projects issued under the awarded contracts will be limited to those in accordance with limits established for a "continuing contract". The City anticipates awarding multiple contracts within the following categories:

- A. General Engineering Design Services
 - a. Roads including asphalt, concrete, shell permeable alternatives and multimodal implementation.
 - b. Bridges, components above and below the water line including rehabilitation or replacement of all components and inspections.
 - c. Asbestos, lead based paint, petroleum and other hazardous, toxic radioactive waste investigations and remediation services.
 - d. Geotechnical soil investigations.
 - e. Stormwater including all components of conveyance systems for gravity flow and force main pump systems.
 - f. Sanitary including all components of conveyance systems for gravity flow, force main flow, pump stations, lift stations, and air release. All requirements for operational control of pump and lift stations including power and electronic controls.
 - g. Electrical requirements including conventional facilities, transmission, distribution, alternative power sources and emergency power alternatives.
 - h. Vertical Building Construction and Renovation
 - i. All functional aspects
 - 1. Roofing
 - 2. Doors
 - 3. Windows
 - 4. Plumbing
 - 5. HVAC
 - 6. Flooring
 - 7. Electrical
 - 8. Communications
 - 9. Interior and exterior functionality design etc. including LEED technology implementation techniques up to and including certification.
- B. Transportation Planning and Design Services
 - a. Transportation planning for multi-modal forms of transportation (separate or integrated) including pedestrian, bicycle, scooter, skateboard, electric bicycle, motorcycle, internal combustion engine vehicles, hybrid vehicles, electric vehicles, alternative power source vehicles, service vehicles, oversized vehicles and any other means of transportation.

- b. Traffic engineering including management of multi-modal forms of transportation, traffic control, traffic counts and any form of a traffic study or traffic evaluation.
- C. Architectural Design Services
 - a. Building design
 - i. New and renovations, including facilities associated with government services such as
 - 1. City Hall
 - 2. Recreational
 - 3. Library
 - 4. Public Works
 - ii. Inclusion of public art on any type of infrastructure including buildings, walls, streets, sidewalks, parks, seawalls and any other infrastructure.
 - b. Landscaping Design
 - i. Parks
 - ii. Gardens
 - iii. Parking lots
 - iv. Right of ways
 - v. Mechanical heat reduction techniques applicable to hard infrastructure such as streets and sidewalks and soft infrastructure utilizing shade canopy concepts.
- D. Survey Services
 - a. Building
 - b. Land
 - c. Easements, rights of way
 - d. Platting research
- E. Marine Facilities
 - a. Seawalls including concrete, vinyl, sheet pile and living shoreline
 - b. Piers
 - c. Docks, floating or static
 - d. Pilings, individual or group replacement
 - e. Pilings supporting waterway signage, including signage and mountings
 - f. Beach pedestrian and vehicle access ways
 - g. Sand dune restoration, nourishment and preservation techniques including plantings
- F. Community Development and Planning Services
 - a. Plans Review
 - b. Building Inspections
 - c. Permit Review
 - d. Fire and Safety Inspectors
 - e. Workload management assistance, cost for employee support for a-d above
- G. Urban Development Planning
 - a. Comprehensive Plan Review
- H. ADA Compliance Review and Implementation Planning
 - a. Website Compliance
 - b. Physical Compliance
 - c. Review of projects for compliance
 - d. Investigating complaints and recommending corrective action.
- I. Financial Services
 - a. Grant
 - i. Acquisition
 - ii. Identification
 - iii. Writing
 - iv. Submissions
 - v. Management review
 - b. Investor Services

- c. Insurance Policy Review and recommendations, medical, dental, facility, vehicle and other applicable to City management
- d. Financial Audit Services
- e. Risk Management for insurance claims
- J. Information Technology Services
- K. Soil and Material Testing
 - a. Perform foundation excavations to perform design bearing pressure.
 - b. Perform fill density testing of backfill material compaction
 - c. Provide field inspection of reinforced Concrete structures
 - d. Provide concrete and grout material testing services to ensure compliance of materials and placement methods with the contract documents
 - e. Provide proof-rolling observations and corrective recommendations/Ground Water presence and corrective action recommendations if necessary
 - f. Soil boring for soil type identification and rock
 - g. Others related soil and material inspections, other specialty inspection services (masonry, steel reinforcement, asphaltic pavement, etc.
 - h. In-place density test
 - i. Modified proctor tests
 - j. Three (3) point LBR tests
 - k. Compressive strength tests for concrete cylinders
 - l. Environmental Testing/monitoring/ (asbestos, lead, water contamination, pollution/chemical testing, and other environmental
 - m. Other tests that may be required.
 - i. All geotechnical and Material Testing will be performed under the direct supervision of a Licensed Professional Engineer in the St. of Florida.
 - ii. All testing shall be performed in accordance with United States Bureau of Reclamation (USBR or their ASTM or AASHTO equivalent Test.
 - iii. Contractors shall provide certified personnel to perform all field and laboratory testing services. Include all safety and training and all other pertinent laboratory training.
 - iv. Contractor is responsible for vehicular transportation to and from each project site including collection and hauling of all test specimens, as required.
 - v. Contractor shall possess all computer hardware, software , printers/plotters, scanners, copiers and trained personnel to provide digital or hard copy test results including field notes, sketches, electronic data files, AutoCAD exhibits, maps certified test results, etc. ...as requested by the City.
 - vi. Other test requirements as requested by the City of St. Pete Beach.

Each Submitter must identify in its submittal which categories it wants to be considered and evaluated for. Each submitter may identify more than one category if it can provide said services.

Consulting firms will be working on an as-needed basis, and this contract does not guarantee the consultants selected a minimum number of projects. Consulting firms may also be asked to provide engineers for emergency inspections following a natural disaster. The City reserves the right to issue separate engineering contracts for specific services at the city's sole discretion.

The consulting firm shall assist the City towards solutions to engineering problems and the approach or technique to be used towards accomplishing the City's objective for each project or assignment. The engineering services may include, but not be limited to, design, surveys, reviews, construction specifications, emergency inspections, and permitting. |

MINIMUM QUALIFICATIONS

SOQs will be considered from firms normally engaged in implementing the services requested. To be eligible for award, submitters must:

1. Be licensed in the State of Florida
2. Possess a minimum of five (5) years' experience in performing similar work
3. Have completed three (3) projects in the past five (5) years of a similar size, scope and complexity (See Section III for sample projects anticipated to be issued as Task Orders under awarded contracts).

Submitters shall present their SOQ as outlined in the submission instructions section of this document. Respondents must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City of St. Pete Beach. The City reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms, and conditions of the Contract. The City of St. Pete Beach will determine whether the evidence of the ability to perform is satisfactory and reserves the right to reject all SOQs.

SUBMISSION INSTRUCTIONS

The purpose of this section is to provide information related to the qualifications of interested firms to perform the service requested herein. Response to all subsets of this section is mandatory. Failure to provide the requested information may result in a submittal being deemed non-responsive. A non-responsive submittal will not receive further consideration. Upon submission, all submittals become the property of the City of St. Pete Beach and are subject to public records laws. All expenses, including travel expenses for interviews, incurred in the preparation of the submittal shall be borne by the submitter.

The following information shall be provided in the order detailed:

- a. **Title Page** - List the RFQ subject, the name of the firm, local address, telephone number, name of contact person, and e-mail address of contact person.
- b. **Table of Contents** – Include a clear identification of the material included in the submittal by page number.
- c. **Letter of Interest** – Limit one (1) page. Make a positive commitment to perform the required work. Also provide the name(s) of the person(s) who will be authorized to make representation for your firm, their title, telephone number, and e-mail address.
- d. **Statement of Qualifications and Profile of Firm** – Limit eight (8) pages. State the size of staff, number of registered professionals and overall experience of the assigned staff for this assignment. Include technical background, experience information, and other applicable data on proposed personnel and any proposed sub-consultants. Include an organizational chart of the project team and describe the communication processes to be used within the project team. State whether your firm is local, national or international in size. Give the location of the office from which the work is to be done.
- e. **Services Approach** – Limit five (5) pages. Include a general synopsis of the firm's approach and understanding of the work required. Include the firm's Quality Assurance Control program or policy.
- f. **References** - Limit ten (10) pages. Provide information for those projects which have been successfully completed which are similar to those required under this assignment. Please include projects recently completed within the last five (5) years. Additionally, document that the respondent has provided services for three (3) contracts to other local governments similar to this contract. References shall include:

- i. Client name, address, phone number, e-mail address.
 - ii. Description of the scope of the work.
 - iii. Month and Year the project was started and completed.
 - iv. Total cost and professional service fees paid.
 - v. Role of the firm and the responsibilities.
- g. **Insurance Requirements** – Provide proof of insurance in accordance with the insurance requirements section included in this RFQ.

Full resumes are to be attached as exhibits to the Submittal. Please provide the brief descriptions and information as stated. Additional exhibits to the submittal are acceptable, however, any attachments provided do not take the place of the written requirements as listed above. Resumes are not to exceed two (2) pages per person.

Please direct all technical inquiries concerning this RFQ in writing to the City Contact listed above. Questions must be submitted no later than ten (10) days prior to the submittal due date.

EVALUATION AND SELECTION OF CONSULTANT

A City review team will evaluate each firm's SOQ based upon the criteria stated in this RFQ and the ability to execute the services. As part of the evaluation process, the team may request a sit-down interview with prospective firms. Following the evaluation process, the City will then select the firm(s) considered most qualified. The successful firm(s) will be required to enter into a contract similar to the one included in this RFQ. The City reserves the right to negotiate modifications to any SOQ that it deems acceptable. The City reserves the right to terminate negotiations in the event it deems the progress towards a contract to be insufficient.

Submittals will be evaluated in accordance with the criteria listed below:

- Qualification of the Project Team
- Qualifications of the Sub-Consultants
- Firm's Experience Working on Public Works Projects
- Firm's Experience Working with the City of St. Pete Beach
- Quality Assurance Control Program/Policy
- Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the City.
- Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts.
- Location of Firm
- Quality of SOQ – firm met all requirements requested under Submission of Submittals

RESERVES THE RIGHT

The City reserves the right to reject any and all submittals, or any part of any submittal, to waive any irregularities or informalities in any submittal, and to accept that submittal which is deemed to be the most qualified and in the best interest of the City. The City of St. Pete Beach reserves the right to establish additional contracts that may be similar in nature to any contract resulting for this Request for Qualifications as best serves the needs of the City.

DESIGNATED CONTACT

The awarded firm shall appoint a person to act as a primary contact with the City. This person or back-up shall be readily available during normal working hours by phone or in person and shall be knowledgeable of the terms of the RFQ and the services being requested.

INSURANCE REQUIREMENTS

Include in proof of Insurance furnished by the firm's carrier to guarantee the engineering firm is insured.

The awarded firm must file with the City of St Pete Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

Commercial General Liability Insurance coverage, including but not limited to premises operations, products/completed operations, product liability, contractual liability, personal injury, death in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

Commercial Automobile Liability Insurance for any owned, non-owned, hired or borrowed automobile in the minimum amount of \$1,000,000 combined single limit.

Worker's Compensation/Employer's Liability Insurance as required by Florida Law for all applicable employees, agent, representatives and subcontractors, if any.

Professional Liability Insurance the Consultant will carry professional liability Errors and Omissions Insurance during the terms of this Agreement which will cover liability for any damage or non- performance on account of any error, omission, or other provable negligence caused by the Consultant in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate

INDEMNIFICATION

The Respondent shall 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 Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

ASSURANCES

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.

LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

The Consultant shall comply with all local, state, and federal directives, orders and laws as applicable to the Contract.

Compliance with Fla. Stat. 448.095:

- a. Consultant agrees to comply with all applicable portions of Fla. Stat. 448.095. Consultant 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. Subconsultants:
 - i. Consultant shall also require all subconsultants performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - ii. Subconsultants shall provide Consultant with an affidavit stating the subconsultant does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095

- iii. Consultant shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Consultant 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 Consultant'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. Consultant 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 Consultant, the Consultant may not be awarded a public agreement for a period of 1 year after date of termination.

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.

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) on USB storage device or web-based archive.

DEVIATIONS FROM SPECIFICATIONS

Respondents shall clearly indicate, as applicable, all areas in which the items/services proposed do not fully comply with the requirements of this RFQ. The decision as to whether an item fully complies with the stated requirements rests solely with the City.

NO COLLUSION

By offering a submission to this Request for Qualifications, the responder certifies that no attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principals(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

BACKGROUND CHECKS

The Code of Ordinances may require a Consultant or sub-consultant who performs work in or on City property to provide a criminal background check for any employee of the company who will do the work in or on city property. Criminal background checks shall mean a level (1) one background check as defined by F.S. § 435.03. The Consultant shall, at its expense, obtain a criminal background check for each of its employees having access to City property prior to beginning the work, and depending on the contract's term, on an annual basis thereafter. The Consultant must ensure a similar background check has been done of its subconsultants' employees who will have access to City property.

The Consultant shall be required to submit an affidavit on the form provided certifying that background checks

shall be completed for all employees who will perform work on city property. The Consultant shall conduct the background checks prior to any work being performed. Consultant shall maintain such records during the contract period and for one year thereafter and shall make such records available for inspection and verification by City.

If such a check reveals a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime, the awarded Proposer shall not assign the individual to any City property. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the City's express written authorization. In the event that the Proposer intends to hire new personnel to perform the required services, the background checks should be initiated at the time of the hire.

The City reserves the right to approve or disapprove whether the Consultant's employees perform the services for the City. Disapproval would apply solely to this contract and shall have no bearing on the Proposer's employment of an individual outside of this contract.

CONE OF SILENCE

During the course of a competitive solicitation, a Cone of Silence shall apply as follows:

A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall terminate at the time the City Commission makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications and shall not end until the Commission gives final approval of the contract.

Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation.

The Cone of Silence shall not apply to written or oral communications with legal counsel for the City or the Purchasing Manager for the City.

Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City.

PUBLIC RECORDS/CONFIDENTIAL INFORMATION

Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Proposer's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. Florida Statutes provide an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the Proposer believes any of the information contained in the response is exempt from the Public Records Law,

then the Proposer must in the response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

PUBLIC ENTITY CRIMES INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Proposer, supplier, sub-consultant, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

CONFLICT OF INTEREST

The Proposer acknowledges and confirms that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

No contract will be awarded to a Proposer who has City elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida Statutes and City Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the City's Proposer's List and prohibit the proposer from engaging in any business with the City.

TERMINATION

The resulting contract may be canceled by the City when:

- Sufficient funds are not available to continue its full and faithful performance of the contract.
- 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 Consultant.

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 Contract immediately upon written notice to the Consultant.

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a respondent may be permitted to withdraw an erroneous submittal prior to the award by the City Commission, if the following is established:

- a. The respondent acted in good faith in submitting the submittal;
- b. In preparing the submittal there was an error of such magnitude that enforcement of the submittal would result in severe hardship upon the respondent;

- c. The error was not the result of gross negligence or willful inattention on the part of the respondent;
- d. 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; and
- e. The respondent submits documentation and an explanation of how the error was made.

TAXES, FEES, CODES, LICENSING

The Consultant shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The Consultant shall also be responsible for compliance with all applicable codes, laws, and regulations.

CONTRACT MODIFICATIONS

The Continuing Contract for Professional Design Services by which the selected contractors will be bound by is attached. Any requested changes must be negotiated and completed during the solicitation process via addendums. No changes to the contract will be made after the submittal deadline.

III. SERVICE TYPES

Some of the Services required of the Consultant within the technical areas identified above include, but are not limited to, the following:

- Prepare feasibility and conceptual planning documents.
- Provide research, attendance at meetings, and preparation of presentation materials, reports and correspondence.
- Prepare and/or assist with the preparation of grant applications and attendance at meetings with grant officials.
- Assist in the review and development of ordinances.
- Provide public education/notification assistance.
- Prepare engineering designs, calculations, plans and specifications, contract bid documents, and cost estimates.
- Prepare base maps, preliminary layouts, estimates of probable costs, engineering analysis and alternatives as requested.
- Submit construction documents as needed to the City and other agencies having an interest or jurisdiction over the project.
- Prepare short-term and long-term planning documents, master plans, or provide input to the City's master plans, capital improvement program, and maintenance needs.
- Participate in construction administration as required by the City.
- Prepare formal or informal feasibility studies as necessary to assist the City in responding to capital improvement needs.
- Analysis of existing infrastructure and available capacity to serve proposed capital improvement projects.
- Prepare legal descriptions, exhibits, and surveys.
- Provide expert witness testimony.
- Prepare appropriate permitting documents and obtain and/or assist the City in obtaining permits from applicable agencies.
- Represent the City with regulatory agencies.
- Prepare periodic project status reports.
- Prepare and furnish bidding documents and assist the City in the preparation of other related documents.
- Attend bid openings, prepare bid tabulation sheets, and assist the City in the evaluation of bids or proposals.
- Issue addenda as appropriate to clarify, correct, or change the bidding documents.
- Participate in pre-construction conference as requested by the City.
- Review and determine acceptability of construction submittals, including shop drawings, progress schedule, schedule of values, etc.
- Review and provide recommendations to request for information, request for changes, and claims to the City arising during construction activities.
- Make periodic construction site visits for the purpose of determining general compliance with the approved drawings, plans, and specifications as requested by the City.
- Review as-built drawings provided by the construction contractor and provide written comments to the City.
- Provide services related to construction administration and inspections, and/or specialty inspection.
- Provide project management services and act as an extension of the City's staff for the design, bidding, and construction management of municipal projects as requested by the City.

IV. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO SECTION 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: Brent W. Anderson
(Print individual's name and title)

for: NorthStar Contracting Group, Inc.
(Print name of entity submitting sworn statement)

at: 2916 S. Falkenburg Rd., Riverivew, FL 33578
(Business address)

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

13-3879343

(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 Section 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, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 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 Section 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 entity 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, FLA. STAT., 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) |

V. NON-COLLUSION AFFADAVIT

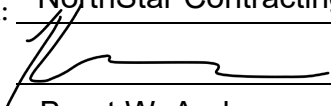
STATE OF Florida
COUNTY OF Hillsborough County

I state that I, Brent W. Anderson of NorthStar Contracting Group, 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. NorthStar, 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, 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: NorthStar Contracting Group, Inc.
Signed By: 
Print Name: Brent W. Anderson

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)

VI. 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

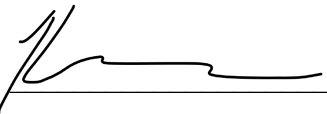
which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures 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) NorthStar Contracting Group, Inc. By: Frances Robustelli

Its: ~~Owner~~ Vice President

Its: City Manager

Date: 8/11/2025

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brooks
City Attorney

Amber LaRowe
City Clerk

EXHIBIT “A”

CITY OF ST. PETE BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this ____ 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)



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM I

CCNA-Engineering and Design RFQ

Issued 03/27/2025

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 04/23/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Attendees List (on Next Page)

Mandatory Pre-Bid Meeting
RFQ: Engineering and Consulting Services
Attendees List
March 26, 2025
11:00 AM

1. Dennis Kile – Greenman Pederson (GPI)
2. Alistair Brice – Halff
3. Alberto Miron – Applied Research Associates (ARA)
4. Teresa Beckham – Team Fishel
5. Brett Warner – NorthStar Contracting Group
6. Howard Hartung – Hyatt Survey Services, Inc.
7. Russell Hyatt – Hyatt Survey Services
8. Sarah Davenport – Traffic & Mobility Consultants
9. Farrah McBride – Tierra
10. Ernie Hoch – Jones Edmunds
11. Steve Darman – Team Fishel
12. Bonni Funt – TSFGeo
13. Chris Bridges – BCC Eng
14. Rosa Villarreal – Team Fishel
15. Lia Young – NorthStar Contracting Group,
16. Kai Belew – LJA Engineering,
17. Cat Olnick – Cummins Cederberg Coastal & Marine Engineering
18. Rob Rosner – Florida Design Consultants
19. Tracey Burghy - Willdan Engineering
20. Marilyn Etheridge - Master Consulting Engineers
21. Ronald Stein - Willdan Engineering
22. Victoria Haney - MES Group
23. Matthew Ivie - Ayres Associates Inc
24. Walter Nickel - Wright-Pierce,
25. Jonathan Langston - George F. Young
26. Christopher Gamache - Stantec
27. Mim Hall - Gahagan & Bryant Associates (GBA)
28. Terri Cook - Pennoni
29. Nick Charnas – Halff
30. Justin Keller – Advanced Engineering & Design, Inc.
31. Danielle Joyce - Transpology (WBE),
32. Kyle Matheny - Kimley-Horn and Associates
33. Herbert Raybourn - RESPEC
34. Sara Hoffman - LJA Engineering
35. Allison Shaw - David Mason
36. Robin Crawford - Bayer United Engineering Consultants
37. Dana Whitaker - CivilSurv Design Group
38. Daniel Hoeflich - Volkert
39. Michelle Eguia - Colliers Engineering & Design

40. Nick Harrison - American Structurepoint,
41. Cody Stewart - Advanced Engineering & Design, Inc.
42. Tim Harley - Weston & Sampson
43. Patrick O'Connor - American Structurepoint, Inc.
44. Dikran Kalaydjian - Land & Water Engineering Science
45. Brandyn Littleton – Halff
46. Nik Gervais - Gervais Ventures
47. Quinlyn Lally - CMTA, Inc.
48. Sean Lahav - Halff,
49. Gresham Neal - Ayres Associates,
50. Jason Collins - ADEAS-Q,
51. Sarah Head - Halff
52. Karina Tijerino - BCC Engineering
53. Rafal Kadaj - Advanced Engineering & Design, Inc
54. Mayur Patel - GPI, Inc.
55. Aaron Getchell - Halff Associates, Inc.
56. Elie Araj - Applied Sciences Consulting
57. Andrea Hall - Professional Service Industries, Inc.
58. Caitlin Caserta - Tectonic Engineering
59. Greg Stevens - Colliers Engineering & Design
60. Awet Tsegay- Pennoni
61. Leslie Cleveland - Stantec Consulting Services Inc
62. Kara Rider - Goodwyn Mills Cawood
63. Soctt Stannard - Goodwyn Mills Cawood
64. Tom Burke – Stantec
65. Christian Chandler – Atkins Realis
66. Greg Stannard - Goodwyn Mills Cawood, LLC
67. Martin Steffen - Halff
68. Jason Sheridan - Pennoni Associates, Inc
69. Joseph Foster - J Foster Consulting
70. Antonio Serbia - PE, Wright-Pierce
71. Bruno Arriola - DRMP
72. Daniel Rundle - Certa Building Solutions
73. Toni Farber - Master Consulting, Inc
74. Alisa Folden - Mead & Hunt
75. Awet Tsegay - Pennoni Associates,
76. Elaina Burton - DRMP
77. Codi Barron - Applied Sciences Consulting, Inc
78. Gabe Luger PE - Certa Building Solutions
79. Gustavo Llanos - BCC Engineering, LLC
80. Luis Mendez - Certa Building Solutions
81. Scott Garth - DRMP
82. Michael Gomez - Tectonic Engineering Consultants
83. Chris Albers - Wunderlich-Malec Engineering
84. Christina Newcomb - Applied Sciences

- 85. Adeola Adeyemi - George F Young
- 86. Chris McDaniel - Greenman-Pedersen, Inc
- 87. Hannah Atchison - Master Consulting Engineers



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM II

CCNA-Engineering and Design RFQ

Issued 03/31/2025

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 04/23/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

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.



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ADDENDUM III

CCNA-Engineering and Design RFQ

Issued 03/31/2025

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Information Technology Services (Letter J) under Scope of work-**Remove**



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ADDENDUM IV

CCNA-Engineering and Design RFQ

Issued 04/01/2025

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Community Development and Planning Services Letter 'F' a-e) under Scope of work-**Remove**



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ADDENDUM V

CCNA-Engineering and Design RFQ

Issued 04/02/2025

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Questions and Answer from Pre-Bid Meeting

Questions and Answers from Pre-Bid Meeting

Will the City elaborate on item "J. Information Technology Services" so the consultants can ensure the correct experiences and staff are included in their response? **This has been taken off the RFQ per Addendum 3.**

➤ You stated in the meeting that at least 5 companies will be awarded. Is that 5 companies total or 5 companies for each discipline? **Total of 5 or more depending on the need of the City.**

➤ Do you need to be able to provide all services listed under each category? I.e. Could an MEP Engineering Design firm just submit for just Category A, Subcategory h – 4. Plumbing; 5. HVAC; 7. Electrical; 8. Communications. **We will look at this on an as needed basis in the needs of the City. If a category truly needs only one vendor, then that is what the City will strive for. In other areas, we may split a category depending on the number of bidders we have.**

➤ Is there more information regarding the evaluation and scoring? Are all the criteria of equal weight? **In most scoring situations we look at years in business, background of staff, references, previous projects etc. They are not equal scoring. Some will be worth 50% others worth 5 % for instance.**

➤ Can you tell us who were the previous RFQ winners? **The last time this was bid was in 2020. Winners were Kimely Horn, Halff, Stantec, Hyatt, George F Young, Cardno**

➤ Will SBE/DBE certifications be a factor in the grading criteria for this solicitation? **No. SBE/DBE certification will not be a factor.**

➤ If submitting for multiple services, do we need to submit a package for each service? **Can be a combined Package as long as each section is noted.**

➤ If submitting for multiple services, is the page limit for each service or the entire package? **Each Service**

➤ Is this meeting mandatory for attendance by subconsultants also, or just prime firms? **Just Prime Firms**

- Is there a forecast of anticipated upcoming projects? Projects are budgeted each year for the upcoming year starting the first of Oct. All projects are approved or disapproved by the Commission.
- Is this utilizing Florida's new Continuing Services limit of projects under \$7.5 million? Yes
- Will any other municipalities piggy-back off of this contract? All of St. Pete Beaches Contracts can be Piggyback'd onto. There is no interest at this time from any municipality to do so.
- Is design build a desired category? No. design-build projects will be competitively bid separately from the CCNA contract.
- What City staff will be on the evaluation committee? It will be the Department Directors as well as the Acting Assist. City Manager
- Since the prime consultant has the opportunity to submit on select disciplines, does the City expect that subconsultants will be utilized on his contract? That is Correct
- Any bonding requirements for design build? N/A
- Will the addendum include a list of attendees to this presubmittal meeting? YES. It will be a separate addendum. This was posted on Addendum 1

Category F. Community Development and Planning Services has a workload management assistance section. Please provide a better description of what is required for this service. This has been taken off the RFQ per Addendum 4



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ADDENDUM V

CCNA-Engineering and Design RFQ

Issued 04/09/2025

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Questions and Answer

1. Do tabs count toward the overall page count? – **No.**
2. Can we list continuing service contracts for project experience if the overall contract is ongoing but tasks underneath it are completed? – **Yes.**
3. Please confirm if the 10 pages for references and similar projects should be used for 10 projects, or if there is a certain number of projects the City would like to see. –
There is not a certain number of projects the City would like to see. A minimum of (3) contracts to other local governments like this contract are required.



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ADDENDUM VII

CCNA-Engineering and Design RFQ

Issued 04/09/2025

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Questions and Answer

Extension of due date on last page.

Please confirm which sections get increased page numbers based on the number of categories pursued. For example, if a firm pursues main categories A, B, C, D, are all section page limits increased to 4 times the original limit? Does this make the Letter of Interest 4 pages, Statement of Qualifications and Profile of Firm 24 pages, Services Approach 20 pages, and References 40 pages? Also, does this include the sub-categories (a, b, c, d, e, etc) or just the main categories (A, B, C, D, etc)?

Title Page = 1 page

Table of Contents = 1 page

Letter of Interest = 1 page

Statement of Qualifications and Profile of Firm = 8 pages

Services Approach = 5 pages per service category pursuing (A, B, C, D, E, F, G, H, I, J, K).

References = 10 pages

Insurance Requirements = minimum necessary

Resumes = 2 pages per person

In regard to the latest addendum 6, Q#3, below, can you provide clarification on whether you are looking for one-off project examples or continuing contracts only for the reference section? The verbiage is a bit confusing. Also, do we need to be the prime firm on our references, or can we be a subconsultant? – **One-off project examples or relevant continuing contract examples are both acceptable. If you're not the prime firm on your references, please specify that.**

.Please confirm if the 10 pages for references and similar projects should be used for 10 projects, or if there is a certain number of projects the City would like to see. –

There is not a certain number of projects the City would like to see. A minimum of (3) contracts to other local governments like this contract are required."

Would the City please consider reissuing and replacing the sample contract with one which consists of terms and conditions relevant to design professional services and compliant with Florida Statutes? The sample agreement provided in this RFP has terms and conditions that are not in compliance with Florida Statutes, including Section 17 Indemnification which is in conflict with the Indemnification provision stated in the RFQ. The sample contract terms and conditions apply to construction contractor work and are not relevant to design professional services. – **This will be updated and an amendment will be published under a separate Addendum #**

Would the City please consider removing the Addendum II conflicts requirement, issued on 03/31/2025? We believe that this provision is unreasonable to comply with for all multidisciplinary engineering firms both presently or during the term of the contract that may work with the Florida Department of Transportation, Pinellas County Utilities, Forward Pinellas, Duke Energy, Frontier, Pinellas County Transportation, and City of St. Petersburg. The Addendum #2 will be changed. It will be added in another addendum

Can the organizational chart that is required to be included in Section d. Statement of Qualifications and Profile of the Firm be included on an 11" x 17" page in order to allow extra space in which to fully highlight the strengths of our project team? – **Yes.**

It seems like category K. Soil and Material Testing is part of Category A. General Engineering Design Services via item d. Geotechnical Soil Investigations. Are these two categories one and the same? **Please disregard Category A.d. and only respond to Category K.**

Extension of Due date: This RFQ has been extended two weeks. The due date for submissions will now be May 6th at 9:00 AM EST. Opening will be held on the same day at 10:00 AM



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ADDENDUM VIII

CCNA-Engineering and Design RFQ

Issued 04/21/2025

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 05/06/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Change to Addendum 2 should read as follows:

Conflicts: By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity (other than to a governmental agency, quasi-governmental agency, or utility company), 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 (other than to a governmental agency, quasi-governmental agency, or utility company), 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.



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ADDENDUM IX

CCNA-Engineering and Design RFQ

Issued 04/22/2025

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Corrected Sample Contract

CITY OF ST. PETE BEACH, FLORIDA
Continuing Contract for Professional Design Services

[Insert consultant and/or purpose for contract]

This is a Contract (the "Contract") entered into by and between the City of St. Pete Beach (hereinafter "CITY") and [insert consultant's corporate name] (hereinafter "CONSULTANT"). The CITY and CONSULTANT together shall be referred to as the "Parties."

WHEREAS, the CITY desires to retain the CONSULTANT to perform Continuing Professional Design Services for the CITY, more fully described below in the "scope of services" section.

WHEREAS, the CITY desires to employ the CONSULTANT for the Continuing Professional Design Services and other services upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon such terms and conditions.

WHEREAS, the CONSULTANT has been selected to perform these professional services pursuant to the provisions of the "Consultants' Competitive Negotiation Act" in Section 287.055; Florida Statutes, and all applicable CITY rules, regulations and policies.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1 – GENERAL.

- 1.1 The above recitals are true and correct, and incorporated as part of this Contract.
- 1.2 CONSULTANT shall be defined herein to include all principals of the firm of, including full time employees, professionals or otherwise, and all servants, agents, employees and/or subconsultants retained by the CONSULTANT to perform its obligations hereunder. Subconsultants shall be reviewed and approved by the CITY prior to Notice to Proceed with their prospective work assignments.
- 1.3 "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

- 1.4 Prior to the start of any work under this Contract, the CONSULTANT will have submitted to the CITY a detailed resume of key engineering personnel that will be involved in performing services requested by the CITY. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the CONSULTANT desires to change the key personnel in an active assignment, it shall submit the qualifications of the new personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.
- 1.5 The CONSULTANT acknowledges that the CITY has retained other consultants, engineering and otherwise, and the coordination between said consultants and the CONSULTANT may be necessary from time to time for the successful completion of the Assignments. The CONSULTANT agrees to provide such coordination as necessary within the Scope of Services.
- 1.6 The CONSULTANT 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 Contract.
- 1.7 The CONSULTANT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Assignment.
- 1.8 Requirements for sealing all plans, reports and documents prepared by the CONSULTANT shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.9 This Contract may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Contract shall be the date this Contract has been executed by all parties.

SECTION 2 – SCOPE OF SERVICES.

- 2.1 The CONSULTANT shall diligently and in a professional and timely manner perform the work included in the Scope of Services as listed generally in the Request for Qualifications (RFQ) attached and incorporated in this Contract as Exhibit A. Unless modified in writing by the parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.
- 2.2 GENERAL. The CONSULTANT agrees to perform those services described in Exhibit A – RFQ, dated **Click or tap to enter a date.**, which is attached hereto and made a part hereof.
- 2.3 ADDITIONAL SERVICE. The CITY and the CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the

performance of the Scope of Services that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders and shall be undertaken only under terms of formal amendments to this Contract.

- 2.4 TASK ORDERS. Additional services to be provided by the CONSULTANT shall be authorized in writing as Task Orders. Task Orders to be provided shall be prepared on the form delineated as Exhibit B - which is attached hereto and made a part hereof. **[DON'T FORGET TO ATTACH YOUR TASK ORDER FORM AS EXHIBIT B. WE DISCUSSED THIS WITH MIKE WHO SAID YOU COULD PREPARE A STANDARD ASSIGNMENT LETTER AND THEN DELETE THIS SENTENCE]**. Each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the work authorized; and the amount and method of compensation. Task Orders shall be dated and serially numbered annually. The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this contract.
- 2.5 The CITY Manager or his/her designee may authorize Task Orders for services under this continuing contract, which are equal to or less than limits prescribed for Continuing Contracts under the provision of F.S. 287.055(g) or limits set by the CITY's rules, regulations, and policies. Professional fees under such specified Task Orders shall be based on a written proposal from the CONSULTANT as may be requested in writing by the CITY's designated representative, who shall process the proposal through the appropriate departments at the CITY. A single unitary task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this continuing contract.

SECTION 3 – CITY'S RIGHTS AND RESPONSIBILITIES.

The CITY shall provide the service described below in a timely fashion at no cost to the CONSULTANT:

- 3.1 Furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data and other information that is available in the CITY's files, necessary or useful to the CONSULTANT for the performance of the assignment. All of the documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the assignment to be performed by the CONSULTANT.
- 3.2 Make CITY personnel available when required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the CONSULTANT to enter upon the project lands as required for the CONSULTANT within a reasonable time, to perform surveys, observations and other work as necessary to complete the assignment.

- 3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and render written decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 3.5 Transmit instructions, relevant information and provide interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 3.6 Give prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope of timing of the CONSULTANT's services or becomes aware of any defect or changes necessary in the work of the CONSULTANT.
- 3.7 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the CONSULTANT.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the assignment not covered under the assignment.

SECTION 4 – COMPENSATION.

- 4.1 GENERAL. Compensation to the CONSULTANT for services performed pursuant to this Contract shall be in accordance with the following method or compensation, as defined and indicated in the "Lump Sum Method."

The type and amount of compensation for each Task Order shall be described on the Task Order form included in "Exhibit 3."

4.2 LUMP SUM METHOD

- a. Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, subconsultants' and specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work, or other conditions stipulated in the Task Order, and the Task Order is modified by both the CITY and CONSULTANT to reflect the change(s) by formal amendment to this Contract.
- b. Payment to the CONSULTANT for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the CONSULTANT and accepted by the CITY.

- 4.3 INVOICE PROCESSING. [YOU MAY WANT TO BE SURE FINANCE HANDLES YOUR PURCHASE ORDERS THIS WAY. PLEASE DELETE SENTENCE UPON COMPLETION OF DRAFTING.] Invoices received by the CITY will be processed for

payment within thirty (30) days of receipt of invoice. CONSULTANT will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make an effort to resolve all questionable items contained in the CONSULTANT's invoices within thirty (30) days of receipt of the invoices by the CITY. At the end of the thirty (30) day period, the CITY shall pay the CONSULTANT the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the initiating CITY representative.

- 4.4 **PAYMENT IN THE EVENT OF CONTRACT TERMINATION OR SUSPENSION.** In the event that a Task Order or this Contract is terminated or canceled, or the CONSULTANT's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of this Contract.
- 4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT.** If instructed to do so by CITY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The additional compensation shall be requested by the CONSULTANT on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the assignment by formal amendment or Task Order to this Contract.

SECTION 5 - WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF CONTRACT.

- 5.1 **WORK COMMENCEMENT.** The CONSULTANT shall commence work on each authorized Task Order within ten (10) days after receipt by the CONSULTANT of a written Notice-To-Proceed from the CITY's Designated Representative. If the CONSULTANT fails to commence work within the ten (10) day period, then the CITY shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the CONSULTANT.
- 5.2 **IMPLEMENTATION SCHEDULE.** The CONSULTANT must complete its work in accordance with the time schedule specified in the applicable Task Order/Assignment. In the event the work of the CONSULTANT is delayed due to no fault of the CONSULTANT, which delays the completion of any Task Order of the Assignment, the CONSULTANT is entitled to an appropriate extension of the contract time for the specific Task Order. Additional compensation to the CONSULTANT will be negotiated to the mutual agreement of the CITY and the CONSULTANT in the event such delay causes any Task Order's costs to increase for reasons beyond the CONSULTANT's control.
- 5.3 **TERM.** This Contract shall expire three (3) years after the effective date of this Contract and may be extended for up to two (2) additional one (1) year periods, not to exceed five (5) years maximum, upon written mutual consent of the CITY and the CONSULTANT.
- 5.4 **CONTINUING CONTRACT.** In accordance with 287.055 (g), this is a "continuing contract" for professional services entered into in accordance with all procedures of this act between

the CITY and the CONSULTANT, whereby the CONSULTANT shall provide professional services to the CITY for projects in which construction or professional costs do not exceed the statutory limitations imposed. Additionally, the CONSULTANT shall provide for work of a specified nature as outlined in Exhibit A of this Contract as required by the CITY.

SECTION 6 - CITY'S "DESIGNATED" REPRESENTATIVE.

6.1 GENERAL. The CITY hereby designates the CITY Manager or his/her designee to represent the CITY in all matters pertaining to and arising from the work and performance of this contract. The CITY Manager or designee shall have the following responsibilities:

- a. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- b. Transmission of instructions, receipt of information and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- c. Giving prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any defects or changes necessary in the project.
- d. Following the CONSULTANT's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.
- e. When appropriate, authorizing Task Orders equal to or less than limits prescribed for Continuing Contracts pursuant to the provisions of FS 287.055(g) and applicable rules, regulations, and policies of the City.

SECTION 7 - CHANGES IN SCOPE.

7.1 The CITY or the CONSULTANT may request changes in the Scope of Services of a Task Order. Such change(s), including any increase or decrease in the amount of the CONSULTANT's compensation for any Task Order pursuant to this Contract, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated by written formal amendment.

SECTION 8 - TERMINATION OF CONTRACT.

8.1 TERMINATION BY CITY FOR CAUSE. The CITY may terminate this Contract for any one or more of the following reasons:

- a. If adequate progress on any phase of the assignment is not being made by the CONSULTANT as a direct result of the CONSULTANT's failure to perform.

- b. The quality of the services performed by the CONSULTANT is not in conformance with commonly accepted design codes and standards, standards of the CITY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment.
- c. The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT.
- d. The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors.
- e. The CONSULTANT violates the Standards of Conduct provisions of this Contract herein.
- f. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
- g. Sub-standard or non-performance of Agreement.
- h. The City wishes to terminate at any time and for any reason, upon giving sixty (60) days prior written notice to the CONSULTANT.

8.2 TERMINATION BY CONSULTANT FOR CAUSE. The CONSULTANT may cancel this Contract for the following reasons:

- a. The CITY fails to meet its obligations and responsibilities as contained in the sections of this Contract describing the CITY's Rights and Responsibilities.
- b. The CITY fails to pay the CONSULTANT in accordance with this Contract.
- c. In the event of either of the causes described in this Contract, the CONSULTANT may send a certified letter requesting that the CITY show cause why the Contract should not be terminated. If adequate assurances are not given to the CONSULTANT within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONSULTANT may consider the CITY to be in default, and may immediately terminate this Contract.

8.3 TERMINATION BY CITY WITHOUT CAUSE. Notwithstanding any other provision of this Contract, the CITY shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Assignment without cause, provided that ten (10) days prior written notice is given to the CONSULTANT of the CITY's intent to terminate. In the event that a Task Order is terminated, The CITY shall identify the specific Task Order(s) being terminated and the specific Task Order(s) to be continued to completion pursuant to the provisions of this Contract. This Contract will remain in full force and effect

as to all authorized Task Orders which are to be continued to completion under this type of arrangement.

- 8.4 PAYMENT IN THE EVENT OF TERMINATION. In the event this Contract or any Assignment is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the CONSULTANT. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional direct costs to be incurred by the CITY due to such default.

8.5 ACTION FOLLOWING TERMINATION

- a. Upon receipt of notice of termination, given by either party the terminated party shall promptly discontinue all services and other work unless the notice provides otherwise.
- b. In the case of the CITY terminating the CONSULTANT, the CONSULTANT shall within ten (10) days or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the CONSULTANT in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the CITY. Notwithstanding the foregoing, the CONSULTANT shall not be held liable for the accuracy or reliability of any partially completed work delivered in accordance with this provision.

8.6 SUSPENSION

- a. The performance of the CONSULTANT's service under any provision of this Contract may be suspended by the CITY at any time. In the event the CITY suspends the performance of the CONSULTANT's services hereunder, the CITY shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by the CONSULTANT, and CITY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended services unless and until the CITY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the CITY that the CONSULTANT's services hereunder are to be resumed, the CONSULTANT shall complete the services of the CONSULTANT called for in this Contract and the CONSULTANT shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the CONSULTANT under this Contract, same to be payable at the times and in the number specified herein. In no event will the compensation or any part thereof become due or payable to the CONSULTANT

under this Contract unless and until the CONSULTANT has attained that state of work where the same would be due and payable to the CONSULTANT under the provisions of this Contract.

- b. If the aggregate time of the CITY's suspension(s) of the CONSULTANT's Services under any Task Order of this Contract exceeds sixty (60) days, then the CONSULTANT and the CITY shall, upon request of the CONSULTANT, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the CONSULTANT hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the CONSULTANT for the balance of the Services to be performed hereunder. No increase in compensation to the CONSULTANT shall be allowed unless it is based upon clear and convincing evidence of an increase in the CONSULTANT's costs attributable to the aforesaid suspension(s).

SECTION 9 - CLAIMS AND DISPUTES/REMEDIES.

- 9.1 CLAIMS AND DISPUTES. Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of this Contract.
- 9.2 REMEDIES. Except as provided in Section 9.1 herein, all claims, disputes and/or matters in question between the CITY and the CONSULTANT arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this contract shall be in the appropriate court with territorial jurisdiction over the City of St. Pete Beach, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 10 - INDEMNITY AND INSURANCE.

- 10.1 GENERAL. To the fullest extent permitted by Florida law, the CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the Consultant in the performance of the contract.
- 10.2 INSURANCE. The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in

the State of Florida, and will provide Certificates of insurance to the CITY, evidencing such insurance, within fifteen (15) days following the CONSULTANT's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the CITY. Specific insurance requirements may include:

- a. **WORKER'S COMPENSATION.** The CONSULTANT must provide Worker's Compensation for all employees at the site location, and in case any work is subcontracted, will require the Subcontractor to provide Worker's Compensation for all of its employees.
- b. **COMMERCIAL GENERAL LIABILITY.** The CONSULTANT must provide coverage for all operations as detailed in the Scope of Services including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.
- c. **AUTOMOBILE LIABILITY.** The CONSULTANT must provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000 CSL or its equivalent.
- d. **PROFESSIONAL LIABILITY INSURANCE.** Annual Professional Liability Insurance must be maintained with coverage in an amount as detailed in the City of St. Pete Beach Request for Qualification (RFQ) titled "Engineering and Consulting Services". Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of negligent performance by the CONSULTANT, or any person or subcontractor employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of three (3) years after completion of the CONSULTANT's services and/or construction and acceptance of the facilities designed by the CONSULTANT under the scope of this Contract including any amendment thereto.
- e. **CERTIFICATES OF INSURANCE.** The CONSULTANT shall furnish all Certificates of Insurance forwarded directly to the following:

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

with information copied to the Designated Representative identified in this Contract. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by these provisions.

SECTION 11 - NEGOTIATION DATA.

11.1 The CONSULTANT hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the CONSULTANT's compensation under this Contract may be adjusted to exclude any significant sums where the CITY determines the CONSULTANT's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the CITY during the period of this Contract and for five (5) years after final payment is made.

11.2 Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 12 - OWNER OF DOCUMENTS.

12.1 It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the CONSULTANT. The CONSULTANT shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the CONSULTANT pursuant to this Contract are instruments of service in respect to the services described in the Assignment. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to the CONSULTANT; and the CITY shall indemnify to the maximum extent permitted by law and hold harmless the CONSULTANT from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the CONSULTANT will entitle the CONSULTANT to further compensation at rates to be agreed upon by the CITY and the CONSULTANT.

12.2 Any Documents given to or prepared or assembled by the CONSULTANT and its subcontractors under this Contract shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

12.3 The CONSULTANT may maintain copies of all work performed under this Contract for the CITY.

12.4 The CONSULTANT shall not publish any information concerning this project without the prior written consent of the CITY.

12.5 The CONSULTANT should abide by the Florida Public Records law, more fully described in "Exhibit C."

SECTION 13 - STANDARDS OF CONDUCT.

13.1 CONSULTANT EMPLOYEES. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.

13.2 EMPLOYMENT ELIGIBILITY. The Consultant 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. Consultant 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) Consultant 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 Consultant 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) Consultant shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Consultant 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 Consultant'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. Consultant 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 Consultant, the Consultant may not be awarded a public agreement for a period of one (1) year after date of termination.

13.3 CONSULTANT COMPLIANCE WITH LAWS. The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

13.4 CONFLICT OF INTEREST. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 8.1.

13.5 REMOVAL OF EMPLOYEE. The CITY is empowered to require the CONSULTANT to remove any employee or representative of the CONSULTANT from working on this Assignment which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the CONSULTANT in writing of the CITY's objections prior to the CONSULTANT's removal of any employee or representative.

13.6 PUBLICATION. The CONSULTANT shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 14 - ACCESS TO RECORDS/AUDIT.

14.1 RECORDS MAINTENANCE. The CONSULTANT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The CONSULTANT shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of CONSULTANT's books, records, documents, time records and cost accounts and other evidence shall be at the CITY's expense.

14.2 ACCESS TO RECORDS. The CONSULTANT shall maintain and allow access to the records required under this Section for a period of five (5) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under the terms of this Contract.

SECTION 15 - CODES AND DESIGN STANDARDS.

15.1 All of the services to be performed by the CONSULTANT shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the CITY and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract. The CONSULTANT shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the CONSULTANT beyond that covered under the scope of this Contract

shall be subject to negotiation for an increase in scope and compensation by an amendment to this Contract.

SECTION 16 - ASSIGNABILITY

16.1 The CONSULTANT shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the CITY, provided that claims for the money due or to become due the CONSULTANT from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 17 - CONTROLLING LAWS

17.1 This Contract is to be governed by the laws of the State of Florida.

SECTION 18 - FORCE MAJEURE

18.1 Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 19 - EXTENT OF CONTRACT

19.1 This Contract, together with the RFQ titled "[insert name of RFQ]" (issued [Click or tap to enter a date.]), the proposal submitted [Click or tap to enter a date.], and the Exhibits hereinafter identified and listed in this Section 19, incorporated herein and made a part hereof by this reference, constitute the entire Agreement between the CITY and the CONSULTANT and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract. The Exhibits supplemental to and made a part of this Contract are as follows:

- Exhibit A: Scope of Services.
- Exhibit B: Task Order Form.
- Exhibit C: Addendum

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

Corporate Consultant Name:

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: Frances Robustelli

Its: _____

Its: City Manager

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brookes
City Attorney

Ginny Bodkin
Acting City Clerk

Sample Contract

EXHIBIT “A”

SCOPE OF SERVICES

Sample Contract

EXHIBIT “B”

TASK ORDER FORM

Sample Contract

EXHIBIT “C”

Addendum

CITY OF ST. PETE BEACH, FLORIDA **STANDARD CONTRACT ADDENDUM**

THIS ADDENDUM modifies the 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” to include the following terms of this contract Addendum:

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. Additional Terms. Notwithstanding any of other provisions 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.



May 6, 2025

Engineering and Consulting Services



Prepared by: NorthStar Contracting
Group, Inc.

2760 South Falkenburg Road
Riverview, FL 33578

Contract Manager: Brett Warner, PE

Email: bwarner@northstar.com

Phone: (813) 684-4400

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A. Letter of Interest

A. Letter of Interest

City of St. Pete Beach, City Clerk's Office
155 Corey Avenue
St. Pete Beach, Florida 33706

Re: Request for Qualifications - Engineering and Consulting Services

Dear Mr. Taylor and Members of the Selection Committee,

NorthStar Contracting Group, Inc. (NorthStar) is pleased to submit our qualifications in response to the City of St. Pete Beach's (City) Request for Qualifications (RFQ) for Engineering and Consulting Services. We trust you will see in your review of our response that NorthStar is extremely qualified to support the City's endeavors through the anticipated contract resulting from this solicitation.

NorthStar is a licensed State of Florida Professional Engineering and Construction firm **headquartered in Tampa, Florida**. The core focus of NorthStar's professional services group is to provide public sector clients, like the City, with high quality engineering and environmental services. We have and continue to provide professional services to other cities including St. Petersburg, Clearwater, Dunedin, Tallahassee, Lake City, and Live Oak. In addition, we provide professional services to Pinellas, Sarasota, Indian River, Hillsborough, and Walton Counties. We have over a 35-year working relationship with the Florida Department of Environmental Protection (FDEP) and the Florida Department of Transportation (FDOT). We are currently providing professional services to other State agencies including Florida Fish and Wildlife Conservation Commission (FWCC), Florida Department of Agriculture and Consumer Services (FDACS), and the State of Florida Water Management Districts including Southwest Florida Water Management District (SWFWMD), Suwannee River Water Management District (SRWMD), and South Florida Water Management District (SFWMD).

We understand the importance of achieving results that ensure all stakeholders are satisfied with the outcome of our work. As a local firm, we are excited to provide our services to the City through this contract. Our execution of all work assigned to us will surpass the expectations of the City. To ensure we consistently deliver on this promise, we selected only those areas where we believe our team has the strongest areas of specialization, as requested in the RFQ. NorthStar's team is ready to provide engineering and consulting support to the City in the General Engineering Design Services, Architectural Design Services, Urban Development Planning and Soils and Materials Testing disciplines. We will provide these services by utilizing our local team of engineers, scientists, and technicians. To ensure adequate resources to support the City, we will augment our local resources with in-house resources from our West Palm and Tallahassee offices, as needed. These resources will be led and coordinated from our Tampa headquarters by our Principal in Charge, Brent W. Anderson, PE, PG. Brent will be supported by NorthStar's Contract Manager, Brett Warner, PE.

As detailed in the remainder of this document, NorthStar and our staff are committed to excellence and client satisfaction. We have a broad range of capabilities in the fields of civil engineering, drainage & water resource engineering, environmental engineering, construction management/inspection, and remediation. Our staff is grateful to have the opportunity to continue to support the City and assist City staff to improve and maintain the City's infrastructure. **Our Team is ready to start working with the City immediately.**

Sincerely,
NorthStar Contracting Group, Inc.



Brent W. Anderson, PE, PG
Principal in Charge / Vice President
banderson@northstar.com
813-684-4400



Brett Warner, PE
Contract Manager / Senior Professional Engineer
bwarn@northstar.com
727-599-1750

**B. Statement of Qualifications and
Profile of Firm**

B. Statement of Qualifications and Profile of Firm

Profile of Firm

NorthStar is a privately held Florida corporation headquartered in Tampa (Riverview), Florida. We also have offices in Tallahassee, Orlando, Pensacola, and West Palm Beach, and satellite personnel stationed in Gainesville, Jacksonville, and Sarasota. This distribution of Florida offices and staff allows us to easily enlist support to the City from any of our offices. Our Tampa corporate headquarters is located just 45 minutes from the City of St. Pete Beach City Hall. With this proximity, City staff have immediate access to NorthStar's substantial resources and to our Principal in Charge, Brent Anderson, who is located in our Tampa office and will commit any resources needed.

As a locally headquartered firm with local staff, we are excited about the opportunity to provide our services to the City through this contract. We commit that our execution of any work assigned to us will meet or exceed the expectations of City staff. Our work will adhere to our established, rigorous quality control reviews while meeting each project's technical objectives, cost, and schedule. NorthStar is a seasoned, proven partner who is ready to support the City in achieving its mission.

Since 1997, we have supported State of Florida agencies, municipalities, and local governments with professional services similar to those required in the City's RFQ. NorthStar is fully licensed to conduct any work required under this contract and is registered with the Florida Department of Management Services Vendor Registration System.

NorthStar is currently providing or has provided similar professional services to local governments and municipalities within the state of Florida, such as the cities of St. Petersburg, Clearwater, Tampa, and Dunedin, and Pinellas, Hillsborough, and Sarasota Counties. Since 2007, we have worked for all five of the Florida Water Management Districts and are currently serving SWFWMD, SFWMD, and SRWMD with General Engineering and Professional Services. We have 20-year relationships providing professional engineering and environmental services with FDEP and FDOT. Through our extensive Florida-focused experience, NorthStar and our staff have developed profound respect and institutional knowledge of how agencies like the City operate and understand the important role the City plays in the community. We recognize the importance of working seamlessly with City staff, understanding and appreciating your obligations and constraints. As such, we would work as an extension of City staff.



Figure 1: NorthStar Office Locations

With the execution of hundreds of projects in Florida, we have gained an unparalleled understanding of the type of services typically requested under Task Order (TO) contracts procured under the Consultants Competitive Negotiation Act (CCNA) per Florida Statutes (FS) 287.055. We have developed and refined our technical and management approaches to deliver timely, cost-effective, and value-added services for the City.

Our services are focused on the public sector, namely the state and local agencies of Florida. We aim to achieve results that ensure all City stakeholders, including residents, businesses, visitors, and elected officials, are satisfied with the outcome of the City's and, by extension, our work. Through our Contract Manager, Brett Warner's previous work with the City, we understand the central mission is balancing the needs of current and future residents while protecting and maintaining the City's history and culture.

The services NorthStar offers will be provided by our diverse team of uniquely qualified and experienced engineers, scientists, and technologists. The NorthStar Team has been designed to prioritize a rapid response to the City's needs, focusing on a

clear line of communications and accountability at all levels. Our team was assembled with an understanding of the key project elements that will make up TOs issued under this contract. NorthStar's in-house resources and capabilities will be augmented by those of four strategically selected sub-consultants. These firms are experts in specific specialty disciplines and will bring those expert resources to support the City through the NorthStar Team. Our subconsultants have also been selected to provide a synergistic overlap, supporting and complementing NorthStar's capabilities, enabling the NorthStar Team to handle City projects of any size and complexity.

Introducing the NorthStar Team

NorthStar

As the prime contractor, NorthStar will be the point of contact for the City. We will manage all aspects of the contract, perform the majority of the project work, and bear complete responsibility for the quality of work, responsiveness, project performance, and City satisfaction. The NorthStar team and resources will be led and coordinated by our current Principal in Charge, Brent Anderson, PE, PG. Brent has over 35 years of engineering experience, including 26 years as a NorthStar employee, and 20 years as a Tampa area resident. Brent is a registered Florida Professional Engineer and a registered Professional Geologist. Brent is a NorthStar Corporate Officer and Tampa Branch Manager and has the authority to legally bind NorthStar. He will be the primary contact person for all issues regarding the Terms and Conditions for this contract. This local resource ensures the City will have immediate access to a Corporate Officer for all contractual matters and the local Branch Manager for all other administrative or technical matters associated with the contract.



Brent will be supported by NorthStar's Contract Manager, Brett Warner, PE. Brett is a Bay Area resident and a registered Florida Professional Engineer with 14 years of experience. His wide-ranging experience includes water and wastewater engineering, stormwater engineering, environmental engineering, geotechnical engineering, coastal engineering, planning, project management, construction management, and quality control. He has significant experience in managing and overseeing water, wastewater, stormwater and roadway reconstruction projects and the design and construction of large, complex, multi-phase civil engineering projects. Brett previously served as Planning Engineer I/II in the City of Tampa Water Department and City Engineer and Assistant Public Works Director for the City of St. Pete Beach, Florida.



During Brett's time working under the direction of the City of Tampa Water Department's Chief Planning Engineer, he was responsible for significant portions of the Water Department's planning, design, and reporting activities. Brett maintained the City's Potable and Reclaimed Water hydraulic models, annual Capital Improvement Program development, Potable Water Master Planning, Consumptive Use Permit compliance, Florida Department of Environmental Protection permit compliance, development review, pipeline replacement design, Water Treatment Plant project management, Change Management and many other duties.

After his tenure with the City of Tampa, Brett filled the role of City Engineer and Assistant Public Works Director for the City. During his time in this position, Brett played a crucial role in overseeing and managing the City's infrastructure projects and maintenance. This involved designing, planning, and implementing public works projects including road repairs, stormwater system improvements, utility upgrades, and facility renovations to ensure they met safety standards and regulatory requirements. Brett also provided technical guidance on construction practices, reviewed engineering plans, and coordinated with contractors and consultants to maintain the City's infrastructure. Additionally, Brett monitored ongoing projects, addressed any engineering challenges that arose, and worked with administration and elected officials to develop strategies for future improvements and sustainable development.

A key NorthStar differentiator is that we have a unique understanding of the City's inner operations and will collaborate to achieve the City's goals. Our Contract Manager, Brett Warner, having served for nearly seven years as Assistant Public Works Director and City Engineer, is keenly aware of the unique social relationships and drivers that guide the City's policies. NorthStar will utilize this knowledge to ensure that the City's goals are prioritized, and projects conform with the City's

Strategic Plan. As Contract Manager, Brett will be responsible for coordinating resources, including sub-consultants, to ensure the City's expectations relative to contract performance are met. He will be responsible for scope development, compliance and risk management, project management, financial management, records maintenance and documentation, conflict resolution, communication and quality assurance of contract matters.

Our Organizational Chart depicting key staff members and subconsultants is presented below. Together, these key personnel form a strong and cohesive nucleus of experienced technical and project management professionals dedicated to the community. With the broad scope of potential services, it is critical from both technical and cost perspectives to assign appropriately and specifically qualified staff for each project. NorthStar will provide the City with a highly skilled and experienced contract team and manage the team to ensure the most advantageous personnel and skill levels are utilized for each TO. Our Contract Manager will have access to all personnel within our firm and to our select team of subconsultants for special or unusual projects, or unexpectedly high workloads. We will always meet the City staff's needs with appropriately qualified and experienced personnel.

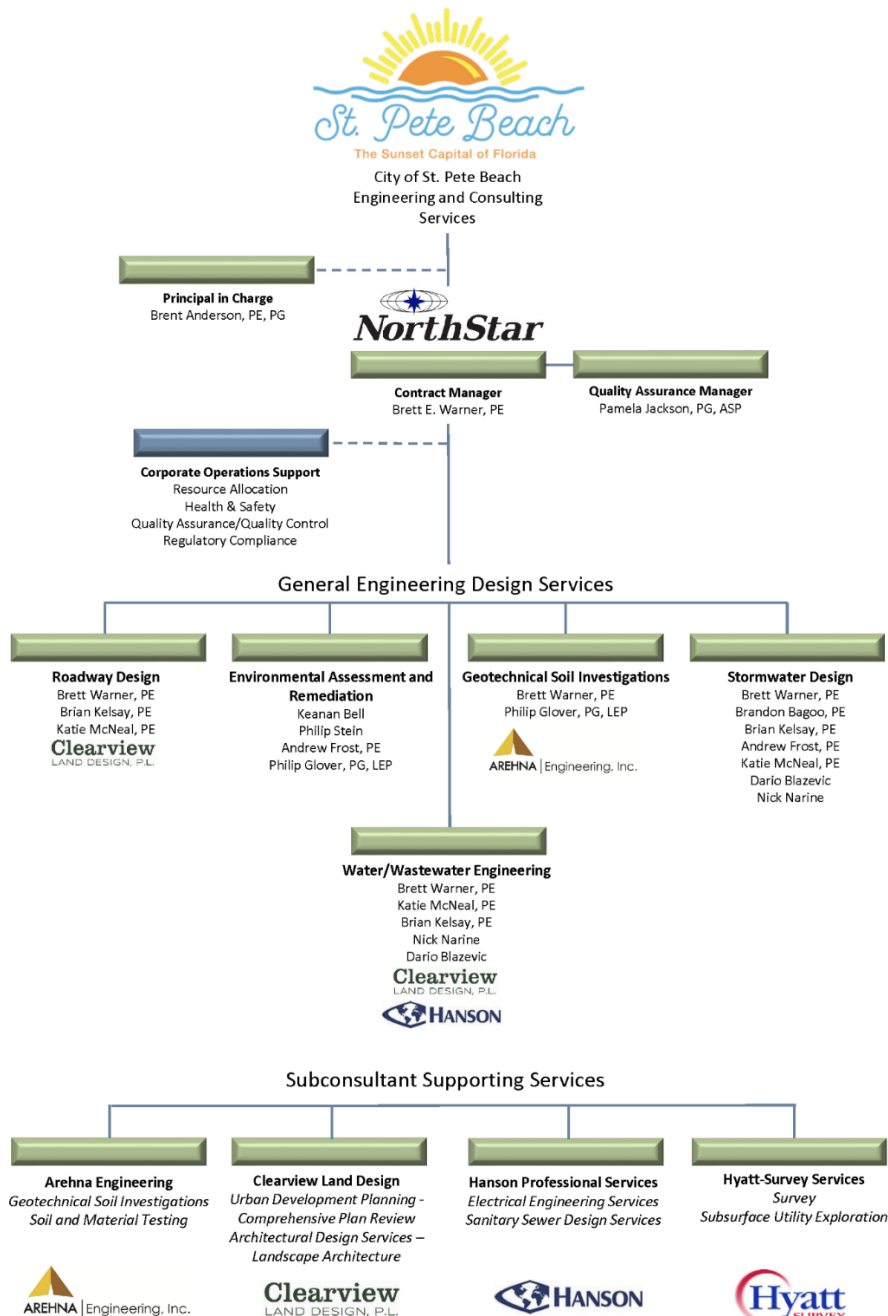


Figure 2: Organizational Chart

NorthStar's Subconsultants

NorthStar's resources and capabilities will be augmented by those of strategically selected subconsultants. These firms are experts in specific specialty disciplines and will bring those expert resources to support the City through the NorthStar Team. We have established professional relationships with these firms and our staff has worked with all of them on projects similar in nature and scope to those anticipated under this contract. We are unequivocally assured of the commitment and quality standards of each subconsultant and are proud to introduce our assembled team. Subconsultant staff resumes are included in **Exhibit A**.

Clearview LAND DESIGN, P.L.

Clearview Land Design has been a leading provider of exceptional engineering services in the Tampa Bay Region since 2009. With a rich history of regional expertise dating back to 1980, the partners of the firm have cultivated invaluable professional relationships and acquired extensive local knowledge. This depth of experience enables Clearview to anticipate potential project challenges and deliver tailored solutions. Their dynamic team of more than 50 skilled professionals offers a comprehensive suite of services including planning, engineering design, landscape architecture, environmental science, permitting, geographic information systems, platting, and construction inspection. This diverse expertise allows for end-to-end solutions that streamline the project delivery process for our clients.



Hanson Professional Services Inc. has been providing nationwide engineering and planning services for more than 70 years and is consistently ranked in the upper tier of consultants in Engineering News-Record's list of top 500 U.S. engineering and architecture design firms. Hanson has 29 offices located strategically throughout the United States and Canada, including six offices in Florida to serve all areas of the state. Known for their personal approach, Hanson staff work as committed partners with clients and focus on successful results for every project. The firm has completed projects in every U.S. state and nearly 100 projects in more than 40 countries around the world. Specifically, Hanson focuses on six market areas of expertise including infrastructure, government, power, industry, railway, and aviation.

Hanson is consistently rated by Florida Trend magazine as one of the "Best Companies to Work for in Florida." With a strong presence in the state since 1997, Hanson works with FDOT, numerous local governments, and other federal, state, regulatory, and local agencies to help improve the state's infrastructure from the planning and study phases through construction.



AREHNA Engineering, Inc. is a geotechnical engineering and materials testing firm with an experienced staff of engineers, who work closely with clients and project design teams, carefully consider project information, and provide the most cost-effective solutions to the challenges faced on each project. AREHNA currently supports the City of St. Pete Beach as a subconsultant on an as-needed basis. Project experience includes roadway improvement, bridge replacements, complete streets, water, wastewater, stormwater and drainage, parks and trails, safety and bike and pedestrian improvements, projects for the City of St. Petersburg, Pinellas County, City of Clearwater, FDOT, FDEP, SWFWMD, as well as other Counties and Cities throughout the State.

AREHNA, prequalified in FDOT Work Groups: 9.1, 9.2, 9.3, 9.4.1, 9.4.2, 9.5 and 10.3, has a full service geotechnical and construction materials testing laboratory, which is AASHTO accredited, USACE validated and FDOT approved. AREHNA's in-house drilling and coring capabilities give us control of our schedule and the ability to meet the most aggressive project schedules. AREHNA Engineering is a certified Small Business Enterprise (SBE) with the City of St. Petersburg and Pinellas County and a certified Minority Business Enterprise (MBE) with the State of Florida Office of Supplier Diversity and Disadvantage Business Enterprise DBE with the FDOT.



Hyatt Survey Services, Inc. is a full-service professional surveying and mapping company that has provided professional surveying services throughout the State of Florida for more than 22 years for federal, state, municipal, commercial, and private sector clientele. From boundary, topographic and right-of-way surveying to intricate geodetic, construction, and hydrographic/bathymetric surveying, Hyatt Survey Services, Inc. can fulfill all surveying requirements. Their current list of clients includes the City of St. Pete Beach, US Army Corps of Engineers, the FDOT, SFWMD, City of St. Petersburg, and Pinellas, Manatee, Sarasota, and Charlotte Counties.

Hyatt offers a multitude of surveying services, including, but not limited to

- Boundary Surveys
- Control Surveys
- Right-of-Way Maps
- Specific/Special Purpose Surveys
- Record (As-Built) Surveys
- Aerial/Photogrammetry Survey/Maps
- Descriptions
- Sketches to Accompany Descriptions
- Staking in the field, if required
- Topographic Surveys
- Underground Utility Surveys
- Hydrographic/Bathymetric Surveys
- Electronic Base Map Preparation

The Hyatt Team is one of the best-equipped and most experienced surveying and mapping groups within Florida. We feel that Hyatt's expertise and ability to perform all the required surveying and mapping services from one source offers you the best surveying option for this contract.

Key Personnel and Availability

The specific individuals presented below in **Table 1** are the NorthStar Team that will complete work assignments under this contract. We are proud of our staff retention and maintain a low level of turnover. All proposed staffing changes will be coordinated and approved by the City of St. Pete Beach. All key personnel will be responsible for executing and/or directly overseeing work performed under this contract. The assigned key personnel have the directly related qualifications, skills, and experience necessary to provide the engineering services detailed in the RFQ Scope of Work.

The availability of the NorthStar Team key personnel is summarized below, and their individual resumes are presented in **Exhibit A**. Resumes for additional support staff are available upon request. In addition to the 15 key personnel noted below, NorthStar can draw from more than 100 professionals in our West Palm Beach, Tampa, Orlando, Jacksonville, and Tallahassee offices as well as other highly qualified personnel through extensive subconsultant network. This represents a significant capacity to responsively deliver any project on time, within budget, and to the City's satisfaction.

Table 1: NorthStar's Personnel Roles and Availability

Personnel	Role	Availability (%)
Brett Warner, PE	Contract Manager/Senior Civil Engineer	80
Brent Anderson, PE, PG	Principle In Charge	25
Pamela Jackson, PG, ASP	Senior Geologist/Quality Manager	50
Keanan Bell	Geospatial Analysis and Environmental Program Manager	30
Brandon Bagoo, PE	Civil & Water Resource Engineering	50
Brian Kelsay, PE	Civil & Water Resource Engineering	50
Katie McNeal, PE	Civil & Water Resource Engineering	50
Nick Narine	Civil & Water Resource Engineering	50
Dario Blazevic	Civil & Water Resource Engineering	50
Andrew Frost, PE	Water/Environmental	50
Philip Stein	Environmental Scientist	50
Philip Glover, PG, LEP	Senior Geologist	50
Kirk Noonan	Modeler/CADD Manager	30
Mina Bebawy	Construction Management and Inspection	20

NorthStar Team Workflow

Distribution of Workload

As part of developing the Scope of Work and budget for TOs under this contract, NorthStar will designate the subconsultants' roles. NorthStar's Contract Manager will engage the subconsultants and develop scope, budget, and deliverable milestones for the project. These elements will be incorporated into work scope agreements and formalized through our standard subcontract agreements. Each subconsultant has named a single point of contact with full authority to commit resources on behalf of the respective company. The NorthStar Contract Manager will communicate and coordinate regularly with each subconsultant contact to discuss upcoming work and work in progress.

NorthStar Team Working Relationships

NorthStar has long-established professional and working relationships with our strategically selected specialty subconsultants. This is an important NorthStar Team advantage as we are confident of the commitment and quality standards of each subconsultant due to the existing, strong working relationship among the project personnel of NorthStar and the selected subconsultants. Our Team of NorthStar and subconsultant personnel has worked on dozens of projects for the City of St. Pete Beach and other Tampa Bay Area cities. The NorthStar Team brings together the best of our collaborative project experience to serve the City. This efficient delivery of services will allow the NorthStar Team to assist the City, maximize efficiency, and leverage the individual skillsets of the team in a collaborative way.

Statement of Qualifications

NorthStar's in-house areas of specialization and our prior relevant work experiences are discussed in the following subsections. In developing our response to this RFQ, we have drawn upon the significant experience we have gained from our previous work and our current client list, which includes State of Florida municipalities, County agencies, and State agencies. Through the execution of numerous work orders for these clients, we have gained an unparalleled understanding of the type of services commonly requested under TO contracts. Due to our extensive experience with these types of contracts, we have developed approaches to these services that will result in responsive and cost-effective services for the City.

The approach and methodology for our design activities focus on quality, conformance with all code requirements, and providing the most cost-effective design for the stated life cycle and operational parameters requested by our clients.

NorthStar's first step in the design process is to assemble our in-house technical group composed of key members of our design team, and if necessary, modeling teams. In addition to performing the normal data research exercises, this group will meet with City staff from various departments with an interest in the project (i.e., transportation, stormwater, water, wastewater, planning, and other operational departments). This will ensure our team has an in-depth understanding of the current facility operations (if existing), performance, needs, and future operations. Our collaborative approach during the early portion of the design process eliminates the possibility that key pieces of information are overlooked, ensuring a high quality, comprehensive design.

Due to the complex nature of City projects, we utilize a multi-disciplinary approach in the areas of civil engineering, water resources engineering, hydraulic and hydrologic modeling, geotechnical engineering, structural engineering, mechanical engineering, electrical engineering, environmental engineering, and other disciplines, as necessary. The NorthStar Team, introduced and detailed earlier in this section, has the requisite experience and expertise in the specialized area of civil engineering to identify and allocate the necessary and appropriate resources to each assigned TO.

NorthStar's approach includes frequent communication in the form of emails, weekly videoconferences (Microsoft Teams®) or face to face meetings, project-specific intranet web sites (Microsoft SharePoint®), and secure file sharing through Microsoft OneDrive®, ensuring appropriate cross-coordination. These communication methods are used to collaborate with City staff, ensuring they are informed of project status and allowing them to offer essential and timely input.

These strategies for TO execution have enabled NorthStar to successfully complete the Everglades Agricultural Area (EAA) A-1 Flow Equalization Basin (FEB) and the C-111 Spreader Canal projects, two high profile SFWMD projects, on accelerated schedules, guaranteeing the SFWMD would meet internal and external commitments relative to construction of these projects. The EAA A-1 FEB project was awarded Project of the Year by the West Palm Beach and State of Florida chapters of the American Society of Civil Engineers (ASCE).



NorthStar's Project Team has the depth and breadth of engineering design experience and expertise required to respond to the City's needs on any TO assigned to us under this contract. We will incorporate our expertise and experience in all design activities as outlined below.

NorthStar personnel will work as an extension of the City's staff. Consequently, our second step will be to hold a pre-design meeting with City staff from all appropriate departments. This will allow us to obtain a clear understanding of the City's project objectives and expectations as well as establish an appropriate Work Breakdown Structure (WBS) for the project. Included in these discussions are project-specific management topics such as budget and schedule constraints, local constituent concerns, as well as the relevant technical, operational, permitting, and QA/QC issues.

Our flexible approach during the design process recognizes the City has many stakeholders and approving bodies whose decisions may need to be addressed during the design. ***We recognize the objective of the City is not a "design" but a completed, functional project that meets expectations of all stakeholders and is finished on time and on budget.*** Our mission is to help City staff achieve that goal by providing high quality design services that exceed the expectations of the City and its stakeholders.



C. Services Approach

C. Services Approach

NorthStar is pursuing four (4) categories from the RFQ: (1) General Engineering Design Services, (2) Architectural Design Services, (3) Urban Development Planning, (4) Soil and Material Testing. As stated in Addendum #7, the four categories allow five (5) pages per category for this section, if required, for a total of twenty (20) pages.

NorthStar will provide the requested services under this contract through a proven and effective management approach to ensure coordinated, best value services in completing all assigned TO's. Our ability to implement and optimize contract and TO requirements is demonstrated in our extensive experience on similar contracts and efforts. Through this experience, NorthStar offers the City proven capabilities and capacity to develop and implement plans to successfully achieve the City's goals and objectives.

NorthStar has proven its management capabilities to our clients on countless projects, many of which are presented as reference projects with this solicitation response. As we demonstrated on these projects, we implement and manage our resources and capabilities to:

- develop, manage, and meet schedules and budgets that optimize time and costs
- manage, coordinate, and efficiently utilize resources, including our team of subconsultants
- remain flexible, respond to unexpected conditions or occurrences, and prioritize and manage work based on schedules, needs, and project changes
- communicate and respond efficiently
- collaborate, particularly across the diverse interests of the City and stakeholders
- monitor and control all aspects of the assigned work
- deliver efficient, high quality work products with cost-effective solutions
- successfully execute City projects to conclusion

Rational project management, contingency planning, and an emphasis on clear and timely communications are the simple, yet critically important, techniques by which NorthStar manages its projects and daily work. NorthStar has further summarized our services approach and qualifications in the following sections, organized by category and subcategory as outlined in the City's RFQ.

A. General Engineering Design Services

NorthStar is pursuing Category A – General Engineering Design Services, specifically subcategories a, c, e, and f.

a. Roadway Resurfacing and Engineering

The NorthStar Team is highly qualified to handle the City's roadway resurfacing program needs. Our Contract Manager, Brett Warner, previously managed the City's asphalt roadway rehabilitation program during his time with the City's Public Works Department. Brett managed the bi-annual Pavement Condition Index (PCI) update for all City streets, developed common sense groupings of high priority roadways in the worst condition, and managed the City's annual roadway resurfacing contractor(s) work on executing the projects. In addition to asphalt roadways, Brett also managed the City's historic shell alleyway restoration program. These alleyways, which are historically protected by the City's Historic Preservation Board, are some of the only remaining shell surfaced alleyways within the State of Florida. Unfortunately, heavy vehicle loading from weekly garbage trucks, construction equipment, and normal use by residents and visitors takes a heavy toll on the shell surface. As Assistant Public Works Director and City Engineer, Brett developed a more resilient design for these alleys, while preserving their shell surface and historic nature, by implementing a new alleyway restoration detail utilizing a Geocell geogrid below the shell surface to strengthen the surface and prevent the rutting caused by heavy vehicle loading and turning tires.



Figure 3: Resurfaced Bay St in St. Pete Beach

In addition to Brett's experience, NorthStar has designed countless miles of permeable lime rock roadways as part of our work supporting SFWMD's initiatives for the restoration of the Everglades. These roads, construction atop or adjacent to conveyance canals, must be permeable enough to allow for the percolation of rainwater, but strong enough to support SFWMD maintenance equipment and vehicular traffic. Usually constructed out of lime rock, these roads are very similar to the historic shell alleyways maintained by the City.

As this experience demonstrates, the NorthStar Team can provide the City with the expertise of a veteran engineering team for roadway design, maintenance, and pavement preservation related projects. Our intimate knowledge of the City's roadways and roadway surface types ensures that the City's roads will be properly evaluated, prioritized and maintained in accordance with the City's level of service requirements.

c. Asbestos and Hazardous Waste Assessments

Asbestos Surveys, Testing, Abatement, and Oversight Services:

NorthStar has a long history of conducting asbestos abatement activities and ***we are currently the largest abatement and demolition contractor in the United States*** through our sister companies under the NorthStar Group Services corporate umbrella. We have provided all eight FDOT districts with asbestos and indoor air quality inspections for over 35 years and we are a recognized leader in asbestos management. Our asbestos consulting and abatement services begin with a well-trained staff of asbestos consultants; EPA-AHERA certified building inspectors, contractor supervisors, management planners, designers, project managers, and industrial hygienists, who all have extensive experience providing cost-effective asbestos inspection and survey and abatement services to public sector clients. Asbestos consulting and asbestos survey services offered by the NorthStar team include:

- | | |
|--|--|
| <ul style="list-style-type: none">• Asbestos testing and laboratory analysis• Asbestos surveys• Abatement project management• Drawings and specifications• Ambient air monitoring• Contract administration/estimating• Respiratory protection programs | <ul style="list-style-type: none">• Facility surveys and inspections• Operation & maintenance plans• Risk management/hazard assessments• Training of custodial & maintenance personnel• Employee awareness training• Cost recovery services |
|--|--|



Figure 4: NorthStar Asbestos Abatement Project

NorthStar's experience in the asbestos consulting field is unsurpassed and we have provided numerous asbestos surveys, re-inspections, and abatement for public agencies. In a recent example for a Florida Department of Transportation project, an I-75 bridge crossing in Lee County was found to have high levels of asbestos in the Class V Coating. Based on the proposed demolition techniques, all decorative coating had to be removed before the demolition work began. The NorthStar team performed all required ACM assessments and subsequent abatement activities. For this and any other abatement projects, NorthStar will submit the required notifications to both FDOT (14 days) and FDEP (10 days) to ensure the seamless flow of work.

In the case of the I-75 Bridge, the Class V Coating was coated with Peel Away 1. Using this compound, the ACM was easily removed with various hand tools. This method was selected because of the speed at which the coating could be removed and because it prevents the release of asbestos fibers. All mechanical means of removal will always be considered and NorthStar personnel will choose the method that meets the construction schedule, reduces hazards, and is cost effective.

Contamination and Hazardous Waste Assessments and Remediation:

NorthStar has significant experience performing site assessments within the State of Florida, specifically within Pinellas County. These assessments include sites impacted by a variety of contaminants: ranging from petroleum products and agrichemicals to hazardous wastes and uncharacterized wastes. We have addressed virtually all types of contaminated media in most environmental settings. We also routinely design and implement the corrective actions required to help our clients address environmental impacts. This hands-on corrective action experience gives us a practical advantage over other consulting firms that cannot self-perform. Because NorthStar personnel understand what information is needed to achieve regulatory closure, we can streamline assessment activities to collect the correct type and amount of site assessment data.

NorthStar is a leader in applying innovative methods to our assessments and correction actions. We utilize innovative methods to reduce project costs, decrease project timelines, and improve data accuracy. Our personnel use new technologies as well as conventional technologies in creative ways to save money and expedite regulatory site closure. As a full-service firm, these tasks are part of our day-to-day work. NorthStar also routinely performs assessment, reporting, engineering/design, and remediation/construction services using in-house resources, providing additional cost saving benefits to our clients.

Preliminary Assessment: Prior to mobilization, NorthStar personnel begin a preliminary assessment, focusing our attention on potential areas of concern. This involves reviewing all existing and available site information and prevents duplication of effort. Our innovative GIS capabilities allow us to visualize and understand existing and historic land uses, potential impacts, and general site conditions and access routes. GIS tools are especially useful in planning assessments for non-point source impacts. We are adept at developing rational sampling approaches (e.g., statistical or random-based and grid sampling) for these large properties. With thorough preliminary planning, we complete many assessments in a single mobilization.

Site Assessment: The core of each project is data acquisition: good quality data promotes realistic interpretations, which in turn allows for well-informed management decisions. NorthStar personnel understand the importance of collecting accurate field data. We are trained and extremely well-versed in:

- FDEP Standard Operating Procedures (SOP) contained in Chapter 62-160 Florida Administrative Code (FAC),
- The most recent versions of EPA Region IV Quality System and Technical Procedures, and
- US Army Corps of Engineers Guidance such as Engineering Manuals and Technical Manuals.

We use a wide variety of tools for sample collection and site characterization. The tools selected are based on project-specific conditions, quality control goals, and cost-effectiveness. Our approach is to collect sufficient data to delineate the horizontal and vertical extent of impacted soil, sediment, surface water, and groundwater. We focus on determining if the observed contamination will require corrective action and tailor our sampling activities accordingly. Our data also supports the development of risk-based, site-specific cleanup target levels and evaluation of conditional closure options.

For example, we may initially use temporary monitoring wells and field screening techniques, such as organic vapor analyzers, immunoassay kits, x-ray fluorescence, or field colorimetric kits, to collect a large screening data set at a low cost. We then confirm a statistical percentage of the field screening results with fixed-base or field laboratory analytical testing. This approach yields an overall cost saving while ensuring sufficient data to evaluate the site is collected.



Figure 5: NorthStar Personnel Performing Transite Pipe Abatement On Recent Asbestos Project



Figure 6: NorthStar Field Scientist examining soil cuttings

In support of identifying potential contaminant sources and third-party cost share apportionment, NorthStar personnel are well versed in statistical and modeling methods used for fate and transport modeling. This expertise is not limited to numerical modeling using groundwater and surface water modeling. We also conduct hypothesis testing, determination of confidence intervals, and utilize risk-based statistical methods to derive cleanup standards, human-health-risks, and ecological risks.

NorthStar tailors our approach to fate and transport evaluations to the client's needs and project objectives. For example, in some cases, a simple two-dimensional finite difference model like EPA's BIOPLUME can be used rather than a more costly modeling using a three-dimensional model like MODFLOW.

Laboratory Analysis: Any laboratory analytical services performed under this contract in support of our environmental site assessment activities will be performed by a laboratory certified by the Florida Department of Health Environmental Laboratory Certification Program. NorthStar will ensure that the analyses are of acceptable quality, conducted within the required holding time, and implemented according to State and Federally approved methods under the Clean Water Act (CWA) and/or Resource Conservation and Recovery Act (RCRA), as applicable. NorthStar will also ensure the essential quality control measures, report content, and documentation are consistent with Chapter 5 of the NELAC standards and the FDEP Requirements for Field and Analytical Work FDEP SOP DEP-QA-002/02. The analyses will include calibration standards, calibration checks, method blanks, matrix spikes, and analytical duplicates, as required by NELAC and the specific reference methods.



Figure 7: NorthStar personnel collecting groundwater samples

NorthStar will require the laboratories to perform the necessary checks as part of their routine data validation. Additionally, NorthStar will validate the data packages related to field surveys, sample collection, laboratory analysis, and documentation. NorthStar will inspect the data packages and supporting information for completeness, accuracy, compliance with the contract and method requirements, and use of proper data qualifiers. NorthStar will perform Tier 1 data review in accordance with FDEP SOP DEP-QA-002/02. If required, the data will then be processed through the FDEP Automated Data Processing Tool (ADaPT) software to guarantee the data meet quality assurance standards. This automated system reduces human error, provides fast electronic review, and is a complete Tier II review.

The ADaPT outlier reports automatically flag issues with method blanks, matrix spike recoveries, laboratory control sample recoveries, surrogate recoveries, and duplicates. This report will be provided to the City. A Tier III level review will be conducted when specifically requested by the City. Tier II reviews confirm the presence of reported contaminants and ensures our work is protective of the residents of the City.

Site Assessment Report (SAR): NorthStar prepares our SARs in compliance with Chapter 62-780 FAC, which ensures our SARs meet the standard of care expected by local and State regulatory agencies that review and approve the SARs. Our GIS capabilities aid in interpretation and presentation of spatially oriented data associated with the SAR. During report preparation, NorthStar mandates a strict peer review and final technical review process to ensure the data reported is accurate and to maintain NorthStar's internal quality objectives. The data is managed and presented through a variety of computer software including Word, Excel, Access, AutoCAD, ArcGIS, and other specialized modeling and graphing software. Potential remedial alternatives and associated detailed cost estimates are also included in the SAR in the form of a Remedial Alternatives Evaluation (RAE). These estimates of potential remedial alternatives are typically helpful for City staff relative to budgeting and planning for any necessary Correction Actions.

One or more of NorthStar's Professional Engineers or Professional Geologists will conduct a final technical review and will then sign and seal final documents in accordance with Chapters 471 and 492, Florida Statutes (FS). Final reports will be submitted in both paper and electronic media.

Regulatory Site Closure: There are several routes to regulatory site closure specified in Chapter 62-780, FAC. Closure options may take the form of exposure control through the use of engineering and institutional controls, passive remediation such as natural attenuation, or active remediation such as source removal or treatment. NorthStar is knowledgeable of the

requirements of these approaches and is aware that the use of engineering and institution controls (also known as conditional site closure), is often the most cost-effective route to regulatory site closure. However, it is important to understand that it is not a quick way to gain site closure and not all sites qualify for conditional closure. NorthStar personnel are experienced in determining which closure approach is appropriate for a particular site. We will work closely with City personnel to determine the specific project requirements and guide them to the most cost-effective site closure method that also meets their needs related to property use and schedule.

NorthStar was tasked by FDOT to assess and, if necessary, excavate a clean corridor along State Road 79 at the Former Cooks Grocery Site for the construction of subsurface features including utilities and stormwater conveyance systems through a petroleum-impacted (contaminated) area. The goal of this project was to provide a safe working environment and keep a tight schedule to get tasks completed. Previous reports indicated the presence of free-phase petroleum product on the water table as well as soil contamination near the former petroleum system. NorthStar personnel utilized hand augers and a direct push technology rig to collect soil screening and analytical samples from soil boring locations near proposed stormwater structures and ditches. The assessment confirmed there was petroleum constituent concentrations in excess of direct exposure criteria as well as material with volatile organic compound (VOC) concentrations above 10 ppm (typical breathing zone threshold used for worker safety). Sufficient data was collected in a single mobilization to ensure a clean corridor could be excavated and backfilled prior to roadway construction.



Figure 8: Petroleum-Impacted Soil Removal Along SR 79 During Roadway Improvements

Because construction in the area was imminent, NorthStar fast-tracked this project and moved forward the excavation of the petroleum-impacted soil as soon as analytical results from the assessment were obtained. A waste profile was submitted to the nearest RCRA Subtitle D landfill (Waste Management in Campbellton, Florida). Upon profile approval, NorthStar personnel returned to the site one month later and removed 682.52 tons of accessible petroleum impacted soil. The area was then backfilled and compacted with onsite equipment in preparation for the roadway contractor. NorthStar executed this project in a manner that met FDOT's goal, ensured worker safety, and prevented roadway construction delays.

Federal Regulations: NorthStar is intimately familiar with the Federal regulations governing the management, assessment, remediation, and disposal of hazardous wastes. These include the Clean Water Act; Clean Air Act; National Environmental Policy Act (NEPA); RCRA, as amended by the 1984 Hazardous and Solid Waste Amendments (HSWA); CERCLA (or Superfund); Hazardous Materials Transportation Uniform Safety Act of 1990; Toxic Substance Control Act (TSCA), and the land disposal requirements of Title 40, Chapter 1, Subchapter 1, Part 268 of the Code of Federal Regulations (40 CFR Part 268).



State and Local Regulations: NorthStar is extremely familiar with Florida environmental regulations contained in Chapter 62, FAC, and we maintain close working relationships with both the FDEP and Environmental Protection Commission of Pinellas County (EPC). Our thorough understanding of state and local environmental regulations, unique working relationships with FDEP personnel, and familiarity with FDEP procedures will enable NorthStar to better represent the City in all work orders under this contract where there will be interaction with these agencies.

Compliance with all applicable regulations is an integral part of the NorthStar project approach. For example, our comprehensive understanding of regulatory issues enabled us to successfully manage a complex hazardous waste remediation project for FDOT in Gainesville, Florida. The Fairbanks site was a RCRA-regulated facility for which a Closure/Post-Closure Permit Application was being prepared. An emergency remediation order under CERCLA was issued by EPA, requiring immediate action by FDOT. The site activities were required to comply with both RCRA and CERCLA requirements. NorthStar accomplished this difficult feat through a comprehensive understanding of both sets of regulations, coupled with an aggressive program of communication and coordination with all involved parties. NorthStar has the experience, personnel, team, approach, etc. to complete any task order related to hazardous waste.

As this experience demonstrates, the NorthStar Team can provide the City with the expertise of a veteran design team for asbestos, lead based paint, petroleum, and other hazardous, toxic waste related projects. Once a project enters the construction phase, we also have the personnel and the capabilities to provide construction management and administrative services to ensure that the project is completed on time and on budget and performs as envisioned by the City.

e. Stormwater

NorthStar's Contract Manager, Brett Warner, has extensive experience managing, designing, and implementing urban stormwater management projects within the City of St. Pete Beach. Brett has managed the design and construction of the Pass-a-Grille Way Reconstruction, Blind Pass Road Reconstruction, Boca Ciega Isle Drive Stormwater Improvements, 41st & Belle Vista Stormwater Improvements, Belle Vista Dr & Belle Vista Dr E Stormwater Improvements, Don CeSar Place Stormwater Improvements, and countless other stormwater and resilience projects throughout the City.

In addition to Brett's experience, NorthStar has completed hundreds of stormwater projects across the state. These stormwater projects have included design, construction, and design/build projects. We have a comprehensive understanding of the various factors involved with stormwater management including flood control, pollutant control, and stormwater system design.

As an example, NorthStar was contracted by the SFWMD to design a 400 cubic feet per second (cfs) stormwater pump station and an above-ground concrete-lined conveyance canal for the Biscayne Bay Coastal Wetlands (BBCW), Cutler Wetlands C-1 Flow Way Project.



Figure 9: Construction of 3rd Avenue Stormwater Pump Station in St. Pete Beach



Figure 10: Aerial View of Cutler Pump Station construction

The purpose of the Cutler C-1 Flow Way Project was to contribute to the coastal restoration of Biscayne Bay and adjacent wetlands as part of a comprehensive plan for restoring the South Florida ecosystem. The project was aligned with several goals of the Comprehensive Everglades Restoration Plan (CERP), such as improving distribution of freshwater to Biscayne Bay and Biscayne National Park, improving freshwater and estuarine habitat, improving salinity distribution within Biscayne Bay, and re-establishing productive nursery along the bay shoreline. The project achieves such goals via redirection of C-1 basin stormwater flows to create a more natural and historic overland flow through existing coastal wetlands and via restoration of saltwater wetlands and the nearshore bay through the re-establishment of optimal salinity concentrations for fish and shellfish nursery habitat.

The SFWMD Cutler C-1 Flow Way Project Ready-To-Advertise design was initially completed by another consulting firm in 2009, however, the project was not constructed. Since

completion of the 2009 design, site conditions, design guidelines, codes and regulations have changed. NorthStar evaluated the 2009 design in addition to lessons learned from similar projects, and updated the design to ensure project objectives were achieved at the best construction value today and up to current standards, guidelines, and regulations. The S-701 Pump Station design and Conveyance Rehydration design were split into two different phases. The S-701 Pump Station Phase 1 design was completed in 2022 and is currently under construction. The Conveyance Rehydration Phase 2 design was completed in 2023 and currently under construction.

Another example of NorthStar's stormwater design capability is the design/build services we provided for the SFWMD C-23 Section C Water Farm Above Ground Impoundment (AGI) project. This project was a design/build project that was fast tracked due to blue-green water quality issues affecting the St. Lucie Estuary and other portions of the Indian River Lagoon. The project was an emergency response effort to provide increased storage retention of stormwater being released from



Figure 11: Aerial View of the SFWMD C-23 Section C Water Farm AGI

Lake Okeechobee that otherwise would adversely impact the St. Lucie Estuary and other portions of the Indian River Lagoon due to the presence of higher nutrient concentrations. The AGI design included three miles of perimeter levee constructed out of native material, a customized water control structure and a small pump station. The AGI was designed to impound water to a depth of four feet over an area of 310 acres creating approximately 1,200-acre-feet of static storage and 2,958 acre-feet per year of dynamic storage. NorthStar also provided Engineering and Construction Monitoring Services for this project. The project was completed on time and on budget under an accelerated schedule illustrating our team's dedication to providing exceptional and timely solutions to our client's needs.

Additionally, NorthStar's stormwater engineering services include our in-house modeling team with expertise in HEC-RAS, HEC-HMS, EPA SWMM, MODFLOW, MODRET, ICPR, Computational Fluid Dynamics (CFD), and other simulation packages. Our team also includes professionals that specialize in wetland sciences and water quality to enable us to address all project issues and concerns through a cross-disciplinary and collaborative approach to civil engineering projects that involve stormwater design.

We have conducted extensive 1D steady-state modeling as part of the 28-mile total EAA Improvement Project evaluating various boundary conditions, constraints, and water consumption needs to effectively and efficiently convey the additional required 200 and 1,000 cfs flow increases in the North New River and Miami Canals, respectively. Other recent projects include the aforementioned Cutler C-1 Flow Way Project that included the combined 1D, 2D conveyance and overland-flow rehydration area model used to optimize freshwater flow from the C-1 Canal, via Pump Station S-701, through a concrete-lined aboveground conveyance canal and ultimately discharging to a spreader canal to provide sheet-flow evenly across the proposed 1,700± acre rehydration area in coastal Biscayne Bay.

One of NorthStar's key subconsultants, Clearview Land Design, has extensive experience in stormwater engineering. Clearview is currently supporting the City of St. Petersburg and Hillsborough County with multiple engineering and technical services agreements focused on coastal storm risk mitigation, stormwater resilience, and infrastructure enhancement. For Clearview's work in St. Petersburg, their multifaceted projects include stormwater outfall backflow prevention, coastal conditions monitoring, and coastal storm surge risk mitigation through detailed analysis and modeling of flood threats. For Hillsborough County, Clearview has supported the County's compliance with the National Flood Insurance Program (NFIP), Community Rating System (CRS), National Pollutant Discharge Elimination System (NPDES), and local ordinances. Clearview has also supported Hillsborough County by updating County Watershed Management Plans and performing Preliminary Engineering Studies for localized flood reduction benefits.

As this experience demonstrates, the NorthStar Team can provide the City with the expertise of a veteran design team for stormwater, hydraulic and hydrologic modeling, as well as water resource related projects. Once a project enters the construction phase, we also have the personnel and the capabilities to provide construction management and administrative services to ensure that the project is completed on time and on budget and performs as envisioned by the City.

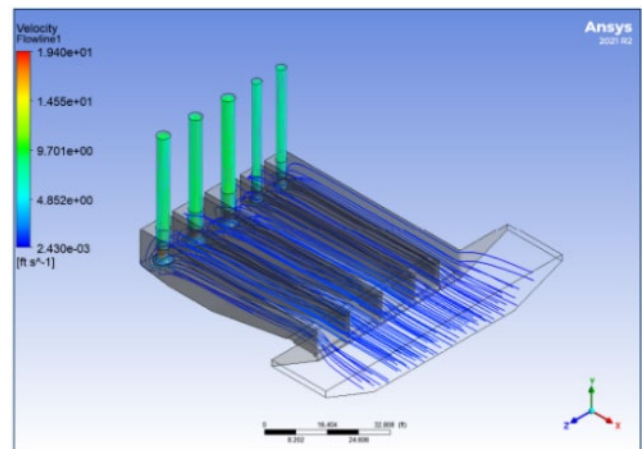


Figure 12: Streamline View of Vertical Suction Pipes Computation Flow Dynamics Model

f. Sanitary Sewer

NorthStar's Contract Manager, Brett Warner, PE, offers an unmatched understanding of the challenges facing the City's sanitary sewer system. Having worked for the City's Public Works Department, which has now been combined with the Parks and Beaches divisions to become the Public Services Department, Brett has worked on every aspect of the City's sanitary sewer system. He has managed the rehabilitation of nine (9) existing lift stations and the installation of four (4) new lift stations as part of the Sanitary Sewer Capacity Improvements project. Brett has also managed the installation of nearly 16,000 linear feet of new 24-inch sanitary sewer force main as part of the same Sanitary Sewer Capacity Improvement project. He has managed the City's Inflow & Infiltration program which includes the inspection and rehabilitation of nearly 900 sanitary sewer manholes and cleanouts, the City's Supervisory Controls and Data Acquisition (SCADA) implementation program, smoke testing and public outreach program, and sanitary sewer force main condition assessment programs.



Figure 13: St. Pete Beach Sanitary Sewer Lift Station #10

Using our intimate knowledge of the City's sanitary sewer system, NorthStar is uniquely poised to assist the City as it returns the sanitary system to full operation following the flooding damage caused by Hurricane Milton in October of 2024. Many of the City's lift stations in low elevation areas were inundated by saltwater flooding caused by the nearly 7 feet of storm surge from this storm. Most of these lift stations have been on bypass awaiting repair and/or replacement of the electronic control system. We are ready to provide our knowledge, experience, and manpower necessary to get the City's system back to full capacity as quickly as possible.

In addition to NorthStar's experienced Contract Manager, a key member of the NorthStar team, Hanson Professional Services, Inc., has extensive sanitary sewer design experience. Hanson's experience includes lift station design, gravity system design, and wastewater treatment system design. An example project that outlines Hanson's experience with sanitary sewer design is the City of Newberry Lift Station #9 relocation. The existing Lift Station #9, located at the southeast corner of the intersection of NW 1st Avenue and SW 252nd Street (Martin L. King Jr. Street), within the existing City of Newberry right-of-way, was to be relocated nearby, outside of the right-of-way on an existing FDOT pond site at the southwest corner of the intersection of NW 1st Avenue and SW 252nd Street (Martin L. King Jr. Street), with a new pre-cast wet well lift station. The existing sanitary gravity sewer and manholes were relocated where necessary within the proposed asphalt roadway pavement along the proposed west bound lane of SR 26 (existing NW 1st Avenue) to route sanitary gravity sewer flow to the relocated lift station. The existing sanitary sewer force main was relocated and/or adjusted to avoid proposed roadway and drainage improvements where necessary from NW 252nd Street west to the discharge manhole just west of N. Seaboard Drive within the right-of-way along the proposed west bound lane of SR 26 (existing NW 1st Avenue). Hanson's engineering services included design, permitting, construction observation, and commission of the relocated station. Design activities included wet well design, inflow gravity system design, force main design, electrical and telemetry (SCADA) design, and restoration activities.

Hanson has also provided support for several clients performing septic to sewer conversions, including the Horse Landing Septic to sewer project in Putnum County. This project involved upgrading the existing septic sewer systems in the Horse Landing area to a more efficient and modern low-pressure sewer system force main. The new system was design to be connected to residential grinder pump stations.

These changes greatly enhanced sanitation and overall quality of life for the residents. And prevented nutrient-rich runoff from entering Dunns Creek and the Lower St. Johns River Basin, thereby improving water quality for the surrounding ecosystem since the neighborhood is approximately 2 miles upstream from where Dunns Creek flows into the St. Johns River.

A total of 305 parcels were included in this phase, serving 215 homes that currently use individual septic systems. Hanson was responsible for engineering design and creating construction plans and specifications and obtaining permits from regulatory agencies. Hanson's duties included site visits, contractual maintenance, and preliminary engineering, to analyze, design, and prepare bid documents and permits. Subconsultants provided survey and mapping, subsurface utility engineering, and geotechnical services. During the bid administration phase, Hanson assisted in attending pre-solicitation meetings,

addressing technical inquiries, preparing any necessary addenda, and reviewing contractor bids to make an effective and successful award recommendation.

As this experience demonstrates, the NorthStar Team can provide the City with the critically needed expertise of a veteran design team for sanitary sewer system rehabilitation, inflow & infiltration, and other sanitary sewer related projects. Once a project enters the construction phase, we also have the personnel and the capabilities to provide construction management and administrative services to ensure that the project is completed on time and on budget and performs as envisioned by the City.

Additional Qualifications

The following sections highlight additional qualifications that make NorthStar a quality partner in General Engineering and Design Services.

Preparation of Plans and Specifications

The preparation of construction plans, consisting of drawings and specifications, is an integral step in the design process. The drawings are a graphical description and the specifications are the narrative description of the engineering work that has been performed and the scope of work to be constructed. Construction contract requirements are established in terms of a specified end product, not in terms of a method, to provide the most cost-effective means for construction. NorthStar has extensive experience in preparing construction plans and specifications. Bid documents, construction drawings, and specifications are an engineering firm's "stock in trade." This is what the design engineer's work, in the final analysis, is all about.

Construction drawings are typically unique designs. Exceptions exist for organizations such as WMDs and FDOT, who have their own sets of standard drawing details, all of which we regularly use on our projects. The standard details cover such elements as concrete thickness, rebar cover requirements, standard inlet details, standards for driveways, road cross-sections, thrust block details, and manhole and pipe cleanout details. For the City, NorthStar understands that the following Standards are typically used on City Projects, and are available for NorthStar engineers to utilize as appropriate in the preparation of any plans and specifications in collaboration with the City's Project Manager:

- Pinellas County Standard Engineering Details
- Pinellas County Standard Technical Specifications for Roadway & Related Construction
- Pinellas County Standard Technical Specifications for Utilities & Related Construction
- Pinellas County Stormwater Manual
- Florida Department of Transportation Design Standards and Design Manual

During the preparation of typical drawings, we begin with the survey and create an overall project plan drawing. From there, we create civil, structural, mechanical, electrical, and instrumentation drawings as required for the construction. In each required engineering discipline, we work from the general to the specific; with the first sheets in a drawing set (e.g., civil, structural, etc.) illustrating the overall project. Subsequent sheets provide additional details until the entire required work is illustrated. Our goal in doing this is not to make certain the Contractor can understand what is required but ***rather to make certain the Contractor cannot misunderstand what is wanted.***

NorthStar routinely provides plan sets prepared using AutoDesk Civil3D. This state-of-the-art design package allows our engineers and designer team to support our clients with cloud collaboration, visualization, model creation, analysis, and data exchange. Our plan sets are drafted in a manner to ensure lucidity and legibility of reproductions. Draftsmanship and the format of the plans will comply with all City and other relevant standards. The plan set will be prepared so that the Engineer of Record can affix their seal on the plans per Florida Statute 471 and Chapter 61G15, Florida Administrative Code (FAC). The plans illustrate existing right of way and easement lines, property lines, topographical features, and existing facilities sufficient to permit evaluation of project impacts on abutting lands and facilities. Vegetation (trees of 4" or greater at chest height) are noted, as are underground structures that would be affected or potentially affected by the construction. Ingress and egress routes to the project areas, as well as construction limits, are clearly identified. Our experience working in sensitive ecological areas, such as our work with SFWMD in their pursuit of Everglades Restoration, provides us with an understanding on how to incorporate the most appropriate construction limits to minimize disruption to surrounding areas.

NorthStar will provide all work order deliverables at the requested design completion points (e.g., 30%, 60%, 90%, Final). Prior to each submittal, our engineers will meet with appropriate City staff to receive and review comments, and we will

prepare a memorandum of the meeting to document the decisions made and confirm that we did not omit or misunderstand any items. We will formally respond to comments from the City and other stakeholders, as well as incorporate modifications and changes as necessary. We will take all the necessary steps to ensure our work is in compliance with the Florida Building Code, City Municode and other codes, as applicable.

GIS Services

NorthStar excels in using GPS technology, digital photography, and Geographic Information Systems (GIS). Collaborating with the University of Florida's Geoplan Center, NorthStar leverages their expertise to enhance our GIS capabilities and stay ahead in technology. This partnership has led to the creation of custom GIS applications for Environmental Site Assessments (ESA) and baseline documentation, utilizing GPS-enabled data collection equipment and digital cameras. Our proficiency in these technologies ensures fast, accurate ESA and baseline documentation.

NorthStar uses the Florida Geographic Data Library (FGDL) from the University of Florida's Geoplan Center, which includes data from various governmental agencies and organizations. Our geodatabase inventory is regularly updated with data from federal, state, and local entities, creating project-specific geodatabases for site visits and field surveys. We also maintain a large database of historical aerial photography, dating back to 1938, used for historic reference, trend analysis, and identifying environmental contamination.

During site reconnaissance, NorthStar employs Trimble GPS Geo 7 Series technology with integrated digital cameras and cellular modems for real-time centimeter position accuracy. Equipped with ESRI mobile GIS software and extensive GIS data, our personnel capture data accurately without needing a Professional Land Surveyor.

Our data collection equipment includes Trimble Geo Series GPS/GIS systems, Trimble Recon and Nomad data collectors with Bluetooth GPS receivers, and Trimble R1 Integrated GNSS systems for mobile devices, ensuring high accuracy positioning.

The GIS Department prepares custom data packages and applications for ESAs and baseline documentation, including custom data input forms to prevent errors in data collection. Our mobile GIS application allows field personnel to access various data layers, including recent and historical imagery, site features, wetland inventory data, and CAD data. Our GIS professionals are skilled in Python programming for customization and geoprocessing within the ESRI ArcGIS environment.

Construction Administration, Engineering, or Inspection

NorthStar is a full-service engineering/procurement/construction company with extensive Florida-specific experience. We offer comprehensive construction management, administration, engineering, and inspection (CMAEI) services, combining environmental and civil construction expertise. Our licenses include Class A General Contractor, Pollutant Storage Systems Specialty Contractor (PSSSC), and Underground Utility Contractor. Our Florida staff specializes in construction management, permit compliance, inspection scheduling, and financial management.

Effective construction management is crucial for meeting project constraints. CMAEI oversees the construction of facilities like stormwater systems, wastewater upgrades, transportation projects, and water supply projects. Key CMAEI functions include observing, documenting, and approving construction work, ensuring adherence to plans and specifications, managing change orders, implementing quality assurance, reviewing pay applications, and documenting activities. NorthStar's experience with various project delivery methods ensures superior construction engineering services.



Figure 14: NorthStar's licensed drone pilot flying NorthStar's sUAV



Figure 15: Data Collection using Smartphone With Trimble R1 GPS

CMAEI activities supported by NorthStar include:

- Solicitation and Construction Management
- Coordination with Procurement
- Response to Requests for Information (RFI)
- Addenda
- Evaluation of Proposals
- Recommendation of Award
- Engineering during Construction
- Review of Shop Drawings/Submittals
- Response to RFIs
- Site Inspection
- Vegetation Establishment
- Final Project Certification
- Engineering Inspections
- Document Control
- RFI, Shop Drawing Log
- As-Built Review
- Substantial Completion
- Punch List
- Final Close-out
- Finalize Operation Plan and Obtain Permits
- Project Start-Up

The CMAEI process also involves construction administrative services, which will typically include:

- Value Engineering Analysis
- Constructability Reviews of the Proposed Design
- Claims Analysis
- Coordination between The City, Contractor, Regulatory Agencies, The Public, and Other Stakeholders
- Schedule Analysis
- Invoice and Contractor Payment Review
- Dispute Resolution

NorthStar is currently providing Construction Management Services (CMS) and/or Engineering During Construction (EDC) to SFWMD for the following construction projects:

- EAA North New River Canal – improvements to 24 miles of conveyance canal (EDC/CMS)
- Cutler C-1 Flow Way Project S-701 Pump Station Phase 1 – construction of 400 cfs pump station (EDC/CMS)
- Cutler C-1 Flow Way Project Phase II conveyance– construction of 7,000 feet of concrete-lined canal (EDC/CMS)
- Okeechobee Field Station Grassy Island Communication Towers – construction of two microwave towers (150' and 300' tall) used to communicate and control various water control structures (CMS)

We use advanced technology, including small unmanned aerial vehicles (sUAVs), to monitor construction progress. Our Skydio sUAV captures high-resolution images and videos, tagged with GPS coordinates, and follows pre-programmed flight paths. These aerial photographs help inform stakeholders and provide a comprehensive view of the project area.

Emergency Management and Disaster Debris

NorthStar has extensive experience in emergency and rapid response cleanup services, gained through 35 years as a USEPA emergency response prime contractor. We have provided services under 18 separate ERRS/ERCS contracts for EPA Regions 2, 3, and 4, and have worked in Regions 1, 5, 6, 7, and 8. NorthStar has completed over 800 EPA TOs and routinely provides emergency response and disaster debris management services to FDOT.



Figure 17: St. Pete Beach Vac Truck

Our personnel have hands-on remediation experience with various contaminants, site conditions, removal and treatment methods, and response time frames. We are prepared to handle the removal/treatment of oil, petroleum products, hazardous substances, pollutants, contaminants, and environmental response situations, including terrorist weapons of mass destruction or nuclear-biological-chemical incidents.



Figure 16: St. Pete Beach Backup Generator

Effective coordination and communication with the City during emergencies are critical. The City has immediate access to our Point-of-Contact (POC), Program Manager (PM), and Response Managers (RMs) via our business phone number and 24-hour call center (800-283-2933). We also provide key City personnel with a call

list of home and cell numbers for NorthStar program personnel. The City can initiate a Work Order (WO) 24/7 and mobilize NorthStar team resources as needed.

NorthStar performed baseline assessments of 16 proposed debris staging areas within 10 counties for FDOT after Hurricanes Irma and Ian, allowing FDOT to quickly use each staging area by performing soil and groundwater/surface water sampling.

C. Architectural Design Services

NorthStar is pursuing Category C – Architectural Design Services, specifically subcategory b.

b. Landscaping Design

The NorthStar Team, leveraging Clearview Land Design’s highly experienced Landscape Architecture team, is specifically qualified to meet the City of St. Pete Beach’s needs for landscape design in parks, gardens, parking lots, and rights-of-way. Clearview’s integrated approach combines creative design with practical implementation, drawing on extensive experience supporting municipalities such as the City of Tampa on numerous park projects - including Rey Park, New Tampa Nature Park, Desoto Park, and Salcines Park - several delivered via design-build methods. Clearview’s comprehensive expertise in park planning, urban design, streetscape improvements, planting and hardscape detailing, and wayfinding ensures projects are thoughtfully designed, permitting is streamlined, and construction remains efficient and cost-effective.

The most recent project that exemplifies Clearview’s Landscape Design experience is the Rey Park Design-Build Improvements project, currently in design with the City of Tampa. This project may include but may not be limited to: accessible routes; new play equipment with shade structures; new or renovated shelter; court resurfacing; site furniture; decorative fencing and column; site lighting; planting and irrigation, renovations to the community center which may include extensive interior renovation and reorganization; electrical, lighting, and life safety improvements; HVAC and plumbing renovation or replacements; new finishes and furnishing; entry and façade improvements; new doors; window modifications. The Rey Park project public benefits will include enhanced community connection to Greater Tampa Bay, local sense of place, civic engagement, cultural integration, and promotion of good health through physical activity and mental well-being.

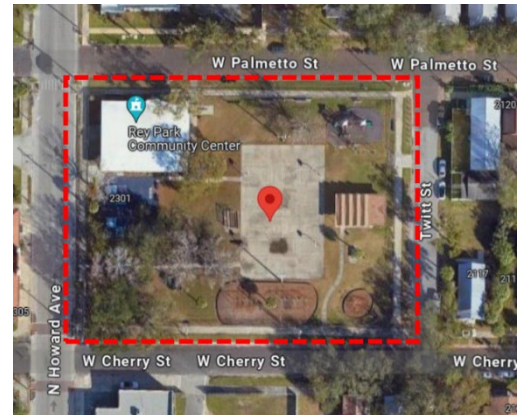


Figure 18: Rey Park Project Boundary in Tampa, Florida

Clearview’s multidisciplinary team, led by Florida-registered Landscape Architects with decades of proven public-sector experience, specializes in crafting community-driven spaces that enhance local character and quality of life. NorthStar excels in delivering functional, sustainable, and visually appealing landscapes through effective stakeholder collaboration, innovative yet practical design solutions, and proactive construction oversight. Our longstanding partnerships with local municipalities and permitting agencies further ensure a smooth project process, making Clearview a reliable and responsive partner for the City of St. Pete Beach.

G. Urban Development Planning

NorthStar is pursuing Category G – Urban Development Planning.

a. Comprehensive Plan Review

Continuing to leverage key subconsultant relationships within the NorthStar Team, Clearview’s multidisciplinary team includes certified planners, engineers, environmental scientists, and GIS analysts, which offers deep experience in comprehensive planning and urban analysis tailored for built-out coastal communities like St. Pete Beach. Clearview’s planners can support Future Land Use Planning by performing build-out analyses, redevelopment scenario modeling, post-disaster recovery planning, and aligning Future Land Use Map (FLUM) categories with Countywide Rules, as demonstrated in our work with hybrid land use frameworks. They bring proven tools to help the City assess residential densities, tourist and seasonal population projections, and policy strategies that reflect minimal greenfield opportunities. Clearview’s transportation and infrastructure specialists are equipped to update Transportation, Infrastructure, and Capital Improvements by evaluating multimodal connectivity, seawall and stormwater systems, and Capital Improvement Plan prioritization. Additionally, their landscape architects and open space planners can enhance Recreation and Open Space with

spatial needs analysis, connectivity plans, and implementation design. Clearview offers actionable recommendations rooted in regulatory alignment, stakeholder engagement, and resilience planning across all elements, including Housing, Coastal and Conservation, and Intergovernmental Coordination. Clearview is committed to helping St. Pete Beach navigate growth, preservation, and infrastructure investments through a data-driven, community-centered planning process. NorthStar will collaborate with Clearview to achieve these results.

K. Soil and Material Testing

NorthStar is pursuing Category K, including all subcategories.

NorthStar's subconsultant, AREHNA, has successfully provided geotechnical engineering services on projects similar to those envisioned by this contract for local governments and agencies, including St. Pete Beach. Further, AREHNA's engineers are familiar with the geologic and subsurface conditions across the City. AREHNA's contract manager will work closely with the team to develop a scope and budget for each task for geotechnical support of design projects or soil and materials testing to ensure quality during construction. For typical design projects, field explorations will include a combination of Standard Penetration test borings, auger borings, pavement cores, infiltration testing and seasonal high determination. A laboratory testing program will be conducted to support soil classification and engineering analysis. Recommendations for site preparation and foundation design will be provided. During construction, the material properties for soils, asphalt and concrete will be tested and compared to the specification to ensure quality control. Depending on the nature of construction a variety of inspection services will be performed by certified and qualified inspectors. All testing is performed in accordance with the appropriate ASTM, AASHTO or FM Method test procedure in our certified and qualified materials testing laboratory, which is AASHTO accredited, USACE validated and FDOT approved.

NorthStar: A Proven Partner

As an experienced Professional Engineering Services (PES) contractor, we understand how important it is to develop a strong partnership with the City. Our aim is to function as an extension of the City's staff and support the accomplishment of their Mission. Through our experience in providing engineering and professional services, we are well aware of the City's needs and expectations. The City can be confident that partnership with NorthStar will result in:

- reduced administrative effort and overall project costs
- enhanced performance in project design, construction, and schedule objectives
- innovative ideas leading to better designs
- efficient construction through constructability reviews with our in-house construction staff

A preliminary step in TO execution is to assemble a technical team, led by our Contract Manager, composed of key members of our multi-disciplinary workforce. In addition to performing the normal project research, this team will meet with City staff from various departments that have an interest in the project so that we can establish an in-depth understanding of current operations, performance, needs, and future operation of the Assets involved. Together, we develop a WBS and address TO-specific management such as budget and schedule constraints, and technical, operational, permitting, and QA/QC issues. This collaborative approach to the early portion of TO execution eliminates the risk that key pieces of information are overlooked, which could impact project execution.

Our approach to project and technical management includes flexibility to incorporate modifications or changes in design criteria. Our flexible approach recognizes the City has many stakeholders and approving bodies whose decisions may have to be addressed during the design process for the project to move forward. We recognize the City's objective is not a "design" but a completed, functional project that meets stakeholder expectations and is finished on time and within budget.

With NorthStar, the City has a willing and proven partner that will remain flexible and responsive in supporting and achieving the City's goals.

Contract and Task Order Management

Our management strategies and systems provide the framework for quality operations and successful contract and TO implementation. These strategies include:

- communication, coordination, and partnership with the City
- well-defined project organization with strong, organized leadership

- commitment of ample, exceptionally qualified personnel and other resources
- proven methods for budget and schedule control, with early visibility of deviances
- methodical processes to identify and address details to confirm and ensure quality work products
- responsive processes to manage contingencies

Effective Organizational Approach

The NorthStar project organization, introduced in **Figure 2**, consists of highly qualified professional and technical staff with skills and experience directly related to the services identified in the RFQ Scope of Work. Our team is exceptionally familiar with City processes, procedures, requirements, and expectations thanks to our subconsultants and Contract Manager, Brett Warner's recent experiences working for the City on similar projects.

The proven NorthStar contract organizational approach promotes TO and task management services that are responsive and tightly controlled. This approach features:

- a single NorthStar point of contact, the NorthStar Contract Manager
- a streamlined organization with clear lines of reporting and communication at every level
- well-defined roles, responsibilities, and authorities for every position in the organization
- ample and appropriately qualified and trained staff in every position
- proven contract and TO management tools and systems in place

The NorthStar Contract Manager assembles and assigns a TO/task team of highly competent and appropriately qualified management and technical staff, clearly defines the work effort and requirements, and deploys the team through a streamlined and rational organizational. Our Contract Manager puts in place, and tailors, our proven contract and TO/task management controls, and empowers the team with the authority to execute the work. All of our work is guided by our well-defined and proven standards and procedures for project management, technical execution, documentation, data management, procurement compliance and QA/QC. The NorthStar Contract Manager and other assigned management personnel are trained in these standards and procedures and have extensive experience in using them to negotiate, plan, execute, optimize, and control TO services.

Proven Management Controls

Successful management of TOs under this contract, including multiple concurrent TOs, requires proven procedures and techniques for planning, budgeting, scheduling, communicating, documenting, and controlling the work efforts. We have established procedures and tools for controlling and tracking work progress, costs, and schedules. This capacity provides the City with the up-to-date information and flexibility needed to manage the contract and to integrate project work with broader City objectives.

Task Order Management

Each TO begins with a solid understanding of the scope of work or WBS to be performed. NorthStar adds value in this initial step in two important ways. First, through our Contract Manager, Brett Warner, we have a thorough understanding of City policies and procedures, efficiently executing the defined scope of work in a timely manner, and working collaboratively with City staff to deliver the required deliverables on time and within budget. Second, we leverage our experience in performing the required WBS on projects of similar nature and scope, both for the City and for others throughout the State. With this knowledge and experience, we quickly develop an accurate level of effort for each element of the WBS and the overall TO. Our process for managing TOs assigned under this contract includes:

- Communication, coordination, and partnership with the City
- Well-defined program and project organization with strong, structured leadership
- Commitment of ample, exceptionally qualified personnel
- Proven methods for budget and schedule control, with early deviation visibility
- Methodical processes for identifying and addressing plan and specifications details to confirm and ensure quality work products
- Stringent QA/QC processes implemented and overseen by qualified individuals
- Responsive processes to manage contingencies

Sub-Consultant Management and Control

External QC, or control of the quality of our subconsultants' work, is a critical component of successful project management. We procure reliable, qualified, and proven subconsultants and then tightly manage their work to ensure their services meet City expectations and contract objectives. Section B identifies the selected pre-qualified subconsultants who will support NorthStar and the City with services in specialized disciplines. Each of these subconsultants have worked with the City to execute and deliver successful projects on-time and within budget. This close working relationship ensures everyone involved understands the City's expectations relative to QA/QC. We will codify contract provisions related to quality through flow-down clauses in our subcontract agreements with our subconsultants. We will manage our subconsultants in the spirit of partnering, working around defined common goals, and objectives, not the least of which is quality services that meet or exceed the City's expectations.

Obstacles within the design team sometimes arise when the Work Order between the Prime Consultant and Subconsultant is not clearly defined. With our well-established management approach, NorthStar controls subconsultant performance through direct supervision and monitoring, implementation of subconsultant quality control requirements, and development of progress schedules and progress reports. All subconsultant personnel must be appropriately licensed and certified to perform the required services. We require each subconsultant to implement a QC plan that conforms to and meets NorthStar's and the City's requirements.

NorthStar requires each subconsultant to participate in the development of a baseline schedule that defines milestones and completion of the subcontracted work within the established performance period. Progress against the schedule is monitored through performance meetings and regular progress reports prepared by both the subconsultant and NorthStar. Any discrepancies in schedule or other areas of performance are identified and addressed expeditiously. No payments are made until the subcontracted work is satisfactorily completed and verified by NorthStar for quality. Unauthorized subconsultant activities are not reimbursed.

Corrective Action

Through our PES and other state and local agency contract experience, we know that all projects have the potential for developing challenges and the best ways to address challenges are early identification, timely communication, and immediate action towards prevention or resolution. Our management systems provide our Contract Manager and other key project staff with a tailored monitoring and reporting system that enables early identification of impending challenges. Challenges, or potential problems, are recognized and analyzed by managers and staff, and corrective actions are formulated, implemented, and tracked to resolution. The first opportunity to resolve a potential challenge is at the WBS level where it is identified. If necessary, it is taken further up the chain of command until satisfactory resolution.

Technical Management

NorthStar's management capability, skills, and experience extend to all technical areas required by the RFQ scope of work. The effectiveness of NorthStar's technical management approach is best demonstrated by our excellent track record.

Technical management goes hand-in-hand with our Quality Control Plan (QCP), which guides the management and integration of QA/QC functions into all TO activities. Our QCP is designed, implemented, and enforced to confirm and ensure that work performed and delivered by the NorthStar Team meets required standards of performance, reliability, validity, and quality.

Our technical management includes compliance with the baseline project schedule which defines scheduled data analysis, engineering, design, and production of deliverables. All NorthStar design submittals (engineering assessments, construction plans, and technical specifications) are reviewed through the QC process at the 30%, 60%, 90%, and 100% design levels. With each submittal, our engineers meet with City staff to receive comments, and we prepare a memorandum of the meeting to document the decisions made and confirm that we do not omit or misunderstand any items. After each submittal, we formally respond to comments from the City and other stakeholders, and incorporate modifications and changes as needed. As necessary, we set up additional meetings with City staff to resolve any outstanding issues together. We have used this approach successfully when addressing design questions from our existing client's staff.

Commitment to Meet Time and Budget Requirements

NorthStar is fully committed to providing services that meet the time and budget requirements for the City. We have an exceptional track record of providing responsive, cost effective, and innovative solutions to the tasks and challenges that may face the City. This is demonstrated by our work on the SFWMD Restoration Strategies (RS) contract, a 5-year term PES contract. In fact, under our SFWMD RS contract, we completed 10 work orders at a final invoice amount of 79.6% of the original negotiated fee; a 20% savings to SFWMD.

“This is a very good Consultant. Great communication at all levels; kept the project on schedule and within budget...”

Jorge Jaramillo, SFWMD Project Manager

We utilize proven techniques to regularly track the progress of the project for both schedule and budget. Our Contract Manager will act proactively if we foresee any potential issues as the project develops. Project tracking begins with a comprehensive understanding of the scope of work and a realistic and accurate schedule. A cost-loaded baseline schedule is built around significant milestones defined jointly by the City and the NorthStar Team. We use Microsoft Project® or Primavera P6 Professional Project Management® software; both utilize critical path

method (CPM) and program evaluation and review technique (PERT) scheduling methods. We manipulate these software tools to model, evaluate, track, and present schedules, costs, and resource data. The baseline schedule is updated to show actual progress on the project.

We use Viewpoint® to monitor project costs on a weekly basis, enabling early visibility and correction of potential overruns. We build our Viewpoint® tracking to correlate project budgets to specific major tasks. With this tool, the Contract Manager can track work using earned value management (EVM). By integrating schedule variances as they relate to financial variances with EVM, we can evaluate our ongoing overall performance.

Our Contract Manager takes quick action to communicate and correct any problems that could lead to cost or schedule overruns. If the cost to complete is higher than the remaining budget, or if a schedule overrun is indicated, the Contract Manager identifies the source(s) of the potential overruns and takes corrective actions, such as:

- evaluate individual tasks to determine if multi-tasking can be used to remain on schedule
- assign additional personnel to shorten the duration of remaining tasks (resource leveling)
- determine if tasks can be accomplished more efficiently if conducted in a different manner
- change the labor category mix while not compromising performance

“Very responsive to all items related to management of the project; invoicing, request for documentation on use of As-Needed services, deliverables, etc.”

Mary Spence, SFWMD Project Manager

Quality Assurance/Quality Control

NorthStar does not see itself as a stand-alone Consultant, but as an extension of the City’s workforce, assisting the City to achieve its goals. As an experienced PES contractor with decades of experience, NorthStar understands the City’s expectations for quality assurance and quality control. We have also learned, through our work with long-term PES clients, that quality is an ever-changing, evolving process by necessity. It is not a static process to be achieved, but a constant and persistent pursuit.

By extending our view to the “end user” of our services, the contractors the City will engage to construct these projects, and by considering the significant fixed capital outlay associated with these projects, we believe we enhance the quality of our services and provide a value-added benefit. Our services are focused on ensuring the City receives the best value for construction services and minimizing the potential for claims during the construction process. This includes supporting the City through the solicitation process by ensuring all bidder questions are fully addressed. We strive to eliminate the City’s exposure to claims (time and money).

We know quality and value creation are not spontaneous or accidental. They are the culmination of hard work, focus, and the real desire to provide the best engineering and associated professional services for our clients. Through our work, we have proven that we provide quality services and add value through our talented personnel, innovative approaches, proactive

collaboration, and effective project management. We will deliver creative solutions for all the City's project needs, including those that may lie outside the mainstream project scope.

Project Management QA/QC

At NorthStar, quality is not the responsibility of one individual or group but encompasses every NorthStar employee and subconsultant throughout all project-related activities. Quality is integrated throughout our organization and operations through our Quality Assurance Program. The QA Program sets forth our corporate commitment to quality operations and defines a structured system to confirm that all work performed for a project meets client, industry, and corporate quality expectations. As part of this system, the NorthStar QA Manual (QAM) is the written directive authorized by corporate management. The QAM mandates the use of checking, monitoring, and audit functions as project management tools to confirm work is executed in a manner that meets or exceeds contract requirements and the City's QA/QC standards. The QAM describes the methods for planning, performing, monitoring, assessing, and continuously improving the quality of work.

We recognize that ongoing quality and continuous quality improvement hinge on effective coordination and communication, both within our project team and with the City. Problems are identified early and solved through open, direct communications. The City will have direct access to the NorthStar Contract Manager, Brett Warner, in addition to the NorthStar Principle in Charge, Brent Anderson. Brett will report to designated City representatives to keep them continually informed on the progress of the overall contract and each work order. This routine communication will also allow the NorthStar team to stay aware of current and upcoming City needs and resolve any existing or potential conflict, including any discrepancies or problems with quality management or compliance.

NorthStar's commitment to quality throughout our organizational structure focuses on two primary areas: internal QA/QC and external (subconsultant) QA/QC. Internal QC encompasses all field work; regulatory/permit compliance; engineering analysis, calculations, and design; documentation; and deliverables. External QC encompasses our commitment to confirming and ensuring all NorthStar subconsultants provide a similarly high and verified level of quality services, holding our subconsultants to the same standard as our own staff.

Project Planning QA/QC

Our application of QA/QC principles starts from the moment a work order is received and prior to any task being performed. Project planning includes evaluating risk management, resource management and communications, QA/QC criteria and procedures, while also addressing scope, cost, and schedule baselines. The following key elements are evaluated and identified by NorthStar's Contract Manager, Brett Warner and project team during the development of the project work plan:

- What is to be done (scope of services)
- Define project's stakeholders, scope, quality baseline, deliverables, milestones, criteria, and requirements.
- Review Scope with City PM
- When it is to be done (schedule)
- Establish Work Breakdown Structure – Project phases, tasks, subtasks, deliverables.
- How it will be done (budget and quality)
- Project resources
- Level of Effort Estimate (LOE)
- Project QA/QC Plan
- Who will do it (roles and responsibilities)
- Assignment of qualified and experienced staff and subconsultants
- Establish and assign subconsultant Scope(s)

Project QA/QC Plan

During the planning phase, NorthStar's Quality Control Manager (QM), Pamela Jackson, develops the Project-specific QA/QC Plan. This QA/QC Plan describes the procedures to be employed during the execution of the TO.

These procedures ensure delivery of work products, which meet agreed upon scope and quality requirements of the City and in accordance with all applicable laws, policies, and technical criteria and guidelines. This QA/QC Plan establishes clear lines

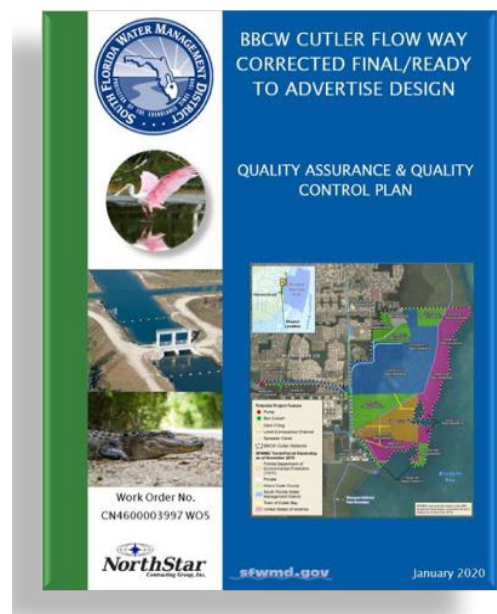


Figure 19: Cutler Flow Way QA/QC Plan

of internal and external accountability and includes requirements for ITR. The overall objective of this QA/QC Plan is to ensure coordination of the work product submittals; that information is managed effectively; and that records, documents, and communications are readily available and consistent with City policy. The QM provides QA for the QA/QC Program by having authority over the review and approval process for all submittals and by implementing standard procedures and templates for creation of submittals. This ensures all deliverables and written reports are polished and coherent. The QM is also responsible for confirming the QA/QC Plan for the project is adhered to by all NorthStar and subconsultant staff.

Design QA/QC

Every aspect of our contract and TO operations are planned, implemented, and controlled to guarantee compliance with the NorthStar quality system and City quality standards and expectations. Our quality system strategies, briefly summarized below, are key elements to providing a well thought-out and implementable design:

- strong, organized leadership
- qualified and experienced staff and subconsultants
- well-organized project team
- optimized work-order team organization
- effective team communication process
- logically scheduled data collection, analysis, design, and production of deliverables
- proven methods for budget and schedule control, with early identification of deviances
- process to manage contingencies and risk
- clear processes for identifying and addressing details to confirm and ensure quality

Internal QA/QC Process

Our Contract Manager, Brett Warner, works closely with our EOR and our interdisciplinary experts comprising our Independent Technical Review (ITR) team to ensure strict adherence to the process of delivering signed and sealed deliverables in accordance with Chapter 471 FS and Chapter 61G15 FAC and the City's Engineering Submittal Requirements (ESR). Once a SOW is finalized, Brett will meet with key NorthStar personnel including our QM and EOR to discuss and identify critical QC components for the successful completion of the SOW. Depending on the scope, the QM could be part of the ITR or a separate team member may be designated as ITR.

Project tasks are performed by personnel who have the required experience, education, training, and other qualifications commensurate with the skill levels needed. All aspects of work are supervised by a Professional Engineer who is licensed in the State of Florida and has ample, appropriate experience in the specific area of work.

All information obtained through the preliminary data collection process is confirmed through appropriate review, and any deviations or new conditions observed are properly documented. We develop and track project schedules based on required due dates for submittals. We plot milestones, subconsultant turnaround times, and other discrete work elements to ensure the project is initiated and progresses in a time frame to meet deadlines.

NorthStar mandates a strict peer review and final technical review process, as well as independent technical review by an engineer(s) not directly involved with the work. These reviews confirm work products are accurate, appropriately substantiated, professionally presented, and comply with our internal quality control objectives.

Appropriately qualified technical support staff check all reports, plans, calculations, and specifications independently before being forwarded to the EOR, QM and other appropriately registered professionals for review, signature, and seal.

NorthStar also understands our QA procedures must be implemented without interfering with the project schedule. Our internal QA/QC review process workflow is outlined below:

- Perform Calculation, Plan, or Design Document/Report by designer/originator
- Checked by appropriate, qualified staff and Senior Engineer (Reviewer)
- Mark-up and redlines performed by reviewer
- Review of comments by designer and reviewer to resolve issues
- Correction and agreement of comments and redlines
- Backchecking by Reviewer that comments and revisions are addressed
- QA performed by Quality Manager to verify QC process was followed

- Designer/Originator: The person in this role prepares the design work product, which may consist of analysis, calculations, drafting, reporting, cost estimates or other function prepared per contract requirements, project-specific guidelines, codes, criteria, and standards.

Engineer During Construction (EDC) QA/QC

NorthStar adamantly believes the role of the designer does not end when construction begins. Our staff follows the project into the field to assure compliance with the Contract Documents, satisfactory workmanship, budget control and that the City's requirements are met.

The QA/QC process for EDC activities primarily include RFI, shop drawing reviews, site visits or on-site representation and progress meetings. RFI responses and shop drawing reviews must be received, processed, acted on and distributed to the appropriate parties in a timely manner. At NorthStar, our entire team - including subconsultants - recognize that reviews and responses are performed as expeditiously as possible to maintain project schedule and minimize any delays in construction by the contractor. The RFI responses will be a result of design team collaboration as required with the final direction reviewed by the Contract Manager with concurrence from the EOR. NorthStar's commitment to the City in providing quality EDC services also includes:

- Attendance and participation in construction meetings
- Design modifications due to changes in the field or conflicts
- Establishing on-site QA program or checklist
- Monitoring construction progress
- Preparation of accurate and detailed Record Drawings upon project closeout
- Construction Management Services (CMS) QA/QC

D. References



NorthStar

D. References

Reference Projects

Project Summary			
Project Name:	St. Pete Beach Assistant Public Works Director and City Engineer		
Service Type(s):	Design, Construction, Project Management	Client/ Address	City of St. Pete Beach 155 Corey Ave, St. Pete Beach, FL 33706
Client Contact:	Camden Mills, Public Services Director	Phone/ Email	727-363-9243 cmills@stpetebeach.org
Project Performance Period:	August 2017 - May 2024		
Key NorthStar Personnel (Role):	Brett Warner (Project Manager)		
Cost:	N/A		

From 2017 to 2024, NorthStar's Contract Manager, Brett Warner, served as City Engineer and Assistant Public Works Director for the City of St. Pete Beach, Florida. During this time, Brett was the Project Manager for Capital Improvement Projects throughout the City. Types of projects managed by Brett included complete streets roadway reconstruction, roadway resurfacing, sanitary sewer gravity main rehabilitation, sanitary sewer force main rehabilitation, new sanitary sewer lift station construction, sanitary sewer lift station rehabilitation, reclaimed water system repairs and replacements, stormwater system repairs and modifications, coastal hardening, sea level rise mitigation, library renovations, master planning, asset management planning, electrical and telecommunication system undergrounding, seawall repair and replacement, coastal facility repair and replacement, vulnerability assessments, sanitary sewer capacity assessments, hurricane preparation and response and other, smaller discrete projects. The following sections provide a brief overview of Brett's duties on these projects.

Roadway Reconstruction

Pass-a-Grille Way Reconstruction – Brett was responsible for managing the planning, design, and construction for both phases of the Pass-a-Grille Way Reconstruction project for the City. Considered a “Complete Streets” project, the scope of work for the Pass-a-Grille Way Reconstruction project included new roadway surface, base and subgrade, new reclaimed water, potable water and sanitary sewer services, new sanitary sewer gravity system, pipe-bursting an existing sanitary sewer force main, new curblines and sidewalk, new stormwater infrastructure including tidal check valves and baffle boxes, and undergrounding of overhead electrical and telecommunication facilities.

Blind Pass Road Reconstruction – Brett was responsible for managing the planning, design, and construction for the Blind Pass Road Reconstruction project for the City. Also considered a “Complete Streets” project, the scope of work for this project included new roadway surface, base and subgrade, new reclaimed water, potable water, and sanitary sewer services, new sanitary sewer gravity system, pipe-bursting an existing sanitary sewer force main, new curblines and sidewalk, new stormwater infrastructure, including tidal check valves and baffle boxes, and undergrounding of overhead electrical and telecommunication facilities.

Roadway Rehabilitation Program – Brett served as Program Manager for the City's Roadway Rehabilitation Program. Under this program, the City strategically prioritized its roadways for rehabilitation utilizing several technologies to ensure the most cost-effective method was utilized to extend the roadway's useful life expectancy and increase the City's overall roadway Pavement Condition Index rating. Technologies employed under this program included standard milling and overlay, full depth reclamation, chip seal, fog seal, and asphalt rejuvenators. Additionally, Brett identified and prioritized utility service replacements that require a full pavement patch and restoration, identified locations for permeable pavement installation where ponding water collected, and identified and prioritized candidates for a heat reduction pavement coating to improve walkability in high pedestrian areas.

Sanitary Sewer Program

Sanitary Sewer Capacity Improvements – Brett served as Project Manager for the Sanitary Sewer Capacity Improvements project. This project included the installation of approximately 16,000 LF of 24-inch and 31-inch sanitary sewer force main via

horizontal direction drilling and open-cut installation methods. Approximately 7,600 LF of force main were installed beneath State Road 699 and required permitting through FDOT's District 7 Permitting office. This project was funded through the State of Florida Revolving Fund (SRF) loan program. His duties included managing design, procurement, and construction team activities, Interfacing with SRF management staff, reviewing design submittals, managing construction activities, reviewing pay applications and submittals/RFIs, attending public design workshops and project progress meetings.

Lift Station Repair and Replacement – Brett served as Program Manager for the City's Sanitary Sewer Lift Station Rehabilitation Program. Under this program, the city strategically prioritized its lift and pump stations for rehabilitation to ensure the stations were updated in the most cost-effective method. Stations were prioritized based on age, condition, service area, and consequence of failure. During his time as Program Manager, all the City of St. Pete Beach lift stations were rehabilitated and updated with new pumps, controls, wet well coatings and/or liners, valves and piping.



Figure 20: St. Pete Beach Lift Station

Force Main Assessment and Rehabilitation - Brett served as Program Manager for the City's Sanitary Sewer Force Main Assessment and Rehabilitation Program. Under this program, the city inspected and strategically prioritized its force mains for rehabilitation and/or replacement to ensure the city was maximizing the life cycle of each main in the most cost-effective method. Mains were prioritized based on age, condition, service area, and consequence of failure.

Inflow and Infiltration Program – Since 2016, the City has dedicated nearly \$500,000 per fiscal year to making repairs to the City's sanitary sewer program in an effort to minimize the amount of Inflow and Infiltration entering the sanitary system. This program includes the inspection, prioritization, and ranking of projects for the repair and/or replacement of sanitary sewer manholes, gravity mains, and services throughout the City.

Smoke Testing Program – Brett managed two smoke testing implementation efforts for the City. These projects included the procurement of a smoke testing vendor, USSI, that specializes in providing smoke testing services to municipalities with the goal of identifying portions of the sanitary sewer system that is no longer sealed adequately, allowing groundwater, rainwater, and in the City's case, tidal salt water into the sanitary sewer system. This program included a public outreach effort to notify residents and businesses of the smoke testing effort, managing the contractor's activities, reviewing and compiling the results, repairing defects found on the City-owned sanitary assets and notifying private property owners of defects found on their property.

Fats, Oils, and Grease Program – Brett managed the Fats, Oils, and Grease (FOG) program for the City from 2017 – 2024. This included managing a full-time employee serving as the FOG Inspector. In 2016, the City Commission adopted Ordinance 2016-03, establishing the City's FOG program and Directing the Public Works Department to implement the program. This program aimed to establish a structured program to permit, monitor, and enforce the infrastructure necessary on FOG producing entities to prevent the conveyance of FOG into the City's Sewer System.

Stormwater Program

Boca Ciega Isle Drive Stormwater Improvements – Brett was responsible for managing a stormwater improvement project on Boca Ciega Isle in the City of St. Pete Beach. One of the lowest elevation areas in the City of St. Pete Beach watershed, the stormwater system servicing this neighborhood no longer functioned as originally intended. Boca Ciega Isle Drive was frequently experiencing tidal flooding as sunny day tidal flooding increased in frequency with Sea Level Rise. Many homes on the island were subject to repetitive flooding damage and financial loss. The scope of work for this project included a feasibility study and hydraulic model to confirm the design approach would mitigate the flood condition followed by design and construction of new stormwater inlets, manholes, gravity mains, and outfall pipe with new inline tidal check valve. His duties included managing planning, design, procurement, and construction team activities, coordinating with external stakeholder design and inspection staff, design submittal reviews, construction contract administration activities, pay application review, and attending public design workshops and project progress meetings.

Belle Vista Stormwater Improvements – Brett was responsible for managing two stormwater improvement projects within the Belle Vista Neighborhood in the City of St. Pete Beach. Each project consisted of the replacement of an existing stormwater system that no longer functioned as originally intended and was becoming more susceptible to tidal flooding as the frequency of sunny day flooding increased with Sea Level Rise. The scope of work for these projects included new stormwater inlets, manholes, gravity mains, and outfall pipes with new inline tidal check valves. His duties included managing planning, design, procurement, and construction team activities, coordinating with external stakeholder design and

inspection staff, design submittal reviews, construction contract administration activities, pay application review, and attending public design workshops and project progress meetings.

Don CeSar Place Stormwater Improvements – Brett was responsible for managing the Don CeSar Place Neighborhood stormwater improvement project in the City of St. Pete Beach. The stormwater system for this neighborhood was practically non-existent, with historic drainage patterns directing stormwater overland into the street and then flowing out of the roadway via sloped discharges into McPherson Bayou. These sloped outfall structures were all similar in design and averaged only an elevation of 2 ft NAVD88, making the neighborhood highly susceptible to tidal and stormatic flooding. The scope of work for this project included a hydraulic analysis to confirm the design approach would mitigate the flood conditions followed by design and construction of new stormwater inlets, manholes, gravity mains, and outfall pipe with new inline tidal check valve. His duties included managing planning, design, procurement, and construction team activities, coordinating with external stakeholder design and inspection staff, design submittal reviews, construction contract administration activities, pay application review, and attending public design workshops and project progress meetings.

Coastal Resilience and Hardening

Seawall Rehabilitation Program – Brett served as Program Manager for the City of St. Pete Beach’s Seawall Rehabilitation Program. Under this program, the City strategically prioritized its seawalls for rehabilitation to ensure the seawalls were replaced in the most cost-effective method. Seawalls were prioritized based on age, condition, cap elevation, and consequence of failure. Seawalls below the elevation of 5 ft NAVD88 received a higher weighting due to the threat of increased flood damage due to sea level rise. His duties included managing planning, design, procurement, and construction team activities, coordinating with external stakeholder design and inspection staff, design submittal reviews, construction contract administration activities, pay application review, and project progress meetings for all seawall projects.

Vulnerability Assessments – Since 2018, the City has approved more than half a dozen studies and assessments aimed at establishing the vulnerability of the City and it’s infrastructure, assets, and resources as it relates to Sea Level Rise. These assessments included the 2019 Coastal Resiliency Plan, 2020 Phase 2 Vulnerability Assessment, 2020 Sustainability Action Plan, 2021 Stormwater Master Plan Update(s), Seawall Master Plan, and 2023 Update to Phase 2 Vulnerability Assessment, to name a few.

Coastal Facility Repair and Replacement – Brett was responsible for managing the reconstruction of three piers an in St. Pete Beach, FL. These piers were found to have significant structure deterioration and requires extensive repairs to prevent a hazard to public health and safety. The scope of work for this project included new pilings, decking, and pier accessory structures. His duties included managing planning, design, procurement, and construction team activities, coordinating with external stakeholder design and inspection staff, design submittal reviews, construction contract administration activities, pay application review, and attending public design workshops and project progress meetings. In addition, Brett managed the rehabilitation of the 1st Avenue Fishing Jetty, which had been deemed a hazard to public safety and closed for several years while permitting was achieved.

Hurricane Response and Damage Assessment – Brett served as an emergency response and damage assessment emergency responder for the City of St. Pete Beach. He performed field assessments of City infrastructure and facilities following tropical storm events that could potentially damage City infrastructure. Types of infrastructure inspected included stormwater inlets, seawalls, bridges, lift and pump stations, roadways, headwalls, buildings and detention basins. Damaged infrastructure was cataloged and scheduled for repair.



Figure 21: Tidal Flooding at Boca Ciega Drive in St. Pete Beach



Figure 22: 1st Avenue Fishing Jetty

Project Summary			
Project Name:	Cutler Wetlands C-1 Flow Way		
Service Type(s):	Design/CEI	Client/ Address:	SFWMD 3301 Gun Club Road, West Palm Beach, FL 33406
Client Contact	Daniel Sartori	Phone/ Email:	954-673-6875 dsartori@sfwmd.gov
Project Performance Period:	November 2020 - ongoing		
Key NorthStar Personnel (Role):	Brent Anderson (Principal), Brandon Bagoo (PM), Kirk Noonan (Modeling & CADD), Brett Warner (Senior Professional Engineer)		
Project Cost:	Design: \$ 4,672,841 Construction: \$ 82,311,521		
Key Team Member (Role):	Hanson (Paving, grading, and drainage system design)		

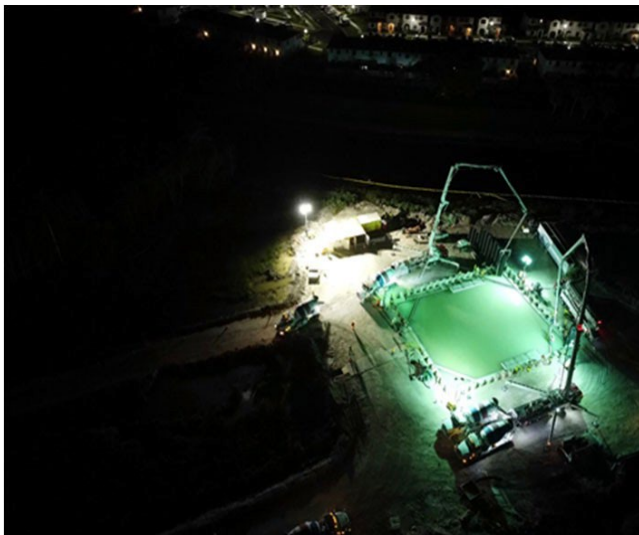


Figure 23: Cutler Wetlands C-1 Flow Way Pump Station Construction

NorthStar was contracted by the South Florida Water Management District (District) to design a 400 cfs pump station and an above-ground concrete-lined conveyance canal for the Biscayne Bay Coastal Wetlands (BBCW), Cutler Wetlands C-1 Flow Way Project. The project Ready-To- Advertise design was initially completed by another consulting firm in 2009, however, the project was not constructed. Since completion of the 2009 design, site conditions, design guidelines, codes and regulations have changed. NorthStar evaluated the 2009 design in addition to lessons learned from similar projects, and updated the design to ensure project objectives were achieved at the best construction value today and up to current standards, guidelines, and regulations. The S-701 Pump Station design and Conveyance Rehydration design were split into two different phases. The S-701 Pump Station Phase 1 design was completed in 2022 and is currently under construction. The Conveyance Rehydration Phase 2 design is currently out for bid solicitation.

The purpose of the Cutler Wetlands C-1 Flow Way Project was to contribute to the restoration of Biscayne Bay and adjacent wetlands as part of a comprehensive plan for restoring the South Florida ecosystem. The project was aligned with several goals of the Comprehensive Everglades Restoration Plan (CERP), such as improving distribution of freshwater to Biscayne Bay and Biscayne National Park, improving freshwater and estuarine habitat, improving salinity distribution within Biscayne Bay, and re-establishing productive nursery along the bay shoreline. The project achieves such goals via redirection of C-1 basin flows to create a more natural and historic overland flow through existing coastal wetlands and via restoration of saltwater wetlands and the nearshore bay through the re-establishment of optimal salinity concentrations for fish and shellfish nursery habitat. BBCW Cutler Wetlands C-1 Flow Way Project key features and design elements are listed below:

S-701 Pump Station – This stormwater pump station is the headwater of the BBCW Cutler Wetlands C-1 Flow Way and is currently under construction. The pump station will deliver up to 400 cubic feet per second (cfs) of freshwater from the existing C-1 canal to the C-701 concrete-lined canal. A CFD modeling evaluation was performed to assess flow conditions through the pump station and the individual vertical pump suction pipes to determine if adverse intake conditions could develop. The original 2009 design was reconfigured to include three 100 cfs pumps and two 50 cfs pumps. These updates allow the



Figure 24: Cutler Wetlands C-1 Flow Way Pump Station Construction

District more operational flexibility to provide consistent deliveries to the Target Rehydration Area, especially during periods when higher withdrawals from the C-1 Canal are not possible.

C-701 Concrete-lined Canal – This east-west trending, trapezoidal canal consists of approximately 7,000 linear feet of low-hazard impoundment levee and will convey up to 400 cfs of freshwater from the S-701 Pump Station to Cutler Wetlands. NorthStar updated the original 2009 to include raising the C-701 canal from at grade to above grade and associated adjustments to the earthen embankments and concrete lining elevations. These changes minimize seepage losses, thereby maximizing conveyance deliveries, and also minimize increasing gradients within the surrounding surficial aquifer, thereby avoiding groundwater impacts along the C-701 alignment. Intersecting north-south trending roadways, SW 97th Avenue and SW 87th Avenue, as well as underground utility conflicts within the right-of-way (ROW) of those roadways, posed challenges in the continuation of freshwater deliveries via the C-701 canal. NorthStar accommodated such challenges through two features:

S-701A Box Culvert – This 2-barrel, cast-in-place box culvert will allow the maximum 400 cfs of freshwater to continue C-701 conveyance via gravity flow under SW 97th Avenue.

S-701B Micro-Tunnel Feature – This feature consists of two 60-inch pipes and allows for continued conveyance of the 400 cfs of stormwater to continue under SW 87th Avenue. A similar culvert solution to the S-701A Box Culvert was initially considered for the intersection and conflicts at SW 87th Avenue to continue the delivery of stormwater from the C-701 Conveyance Canal towards the Target Rehydration Area spreader canal. However, the Miami Dade Canal and a 72-inch force main utility located in the western ROW of SW 87th Avenue presented complications at this location. As the design progressed, it became apparent that the proposed crossing at SW 87th Avenue and SW 232nd Street would be challenged to accommodate all the conflicts and still achieve the desired conveyance criteria to the Target Rehydration Area spreader canal, and a decision was subsequently made to re-design the SW 87th Avenue crossing. At this point, the Cutler Wetlands C-1 Flow Way Project was separated into the two phases for the S-701 Pump Station design and the Conveyance Rehydration design. Ostensibly, this separation allowed additional time needed to optimize the design of the crossing under SW 87th Avenue while not delaying the construction of pump station S-701. NorthStar was able to accelerate the Preliminary Micro-Tunnel Feature design to a Final design with the Conveyance Rehydration design to maintain the project schedule. With the completion of the Phase 2 design and initiation of the construction of Phase 2 Conveyance System Component within one-year of the Phase 1 S-701 Pump Station construction start, the entire Cutler Wetlands C-1 Flow Way Project will be completed within the same allotted time as the formerly combined project.

C-702 Spreader Canal – This feature totals approximately 10,000 linear feet. Multiple hydraulic modeling analyses, were conducted by NorthStar to ensure the C-702 Spreader Canal will deliver the maximum amount of stormwater as evenly distributed, overland sheet flow to the tidal creeks and embayment's within the Target Rehydration Area. There are two reaches of the C-702 Spreader Canal, with the first reach south of the east discharge structure and the second reach north of the east discharge structure. A Spreader Canal Maintenance Berm will be constructed adjacent to the west side of the Spreader Canal, paralleling the canal for its entire length to facilitate future District maintenance.

Target Rehydration Area – This section of the BBCW is the tailwater and ultimate discharge location for the Cutler Wetlands C-1 Flow Way Project.

Project Summary			
Project Name:	Lake Pretty Design/Construction Services		
Service Type(s):	Design/CEI	Client/ Address	SWFWMD 2379 Broad Street, Building 4, Brooksville, FL 34604
Client Contact:	Chris McCall	Phone/ Email	352-279-5448 Chris.McCall@swfwmd.state.fl.us
Project Performance Period:	August 2019 - September 2021		
Key NorthStar Personnel (Role):	Brent Anderson (Principal), Nick Narine (Staff Engineer)		
Cost:	\$ 88,750		



Figure 25: Original Lake Pretty Structure

Under TWA 19TW0002082 and TWA 21TW0003614, NorthStar provided design and CEI services for the rehabilitation of the Lake Pretty structure, which maintains stages between Lake Pretty and Lake Armistead. Originally a 45-foot sheet pile dam, the structure was upgraded in 1992 to include four 4-foot by 4-foot sluice gates, later retrofitted with motorized actuators in 2001.

NorthStar conducted a Preliminary Design Assessment with site visits and inspections by civil, electrical, and underwater engineering teams to collect field measurements and develop existing conditions drawings. Recommendations were summarized in a Preliminary Design Assessment and Recommendation Report.

After understanding existing conditions, NorthStar’s design team met with District personnel to discuss recommendations, including replacing the four 4-foot gates with two 8-foot gates. NorthStar recommended vertical drop sluice gates for better operational flexibility and reduced maintenance issues.

The design included electrical improvements to standardize gate actuators, minimizing inventory and enhancing interchangeability. Regular progress meetings and contract administration led to NorthStar being awarded the CEI work for the Lake Pretty structure rehab.

In 2021, the District began work to replace the structure. NorthStar reviewed and approved the contractor’s dewatering plan using an “aqua barrier cofferdam,” which was less disruptive than traditional methods. The contractor performed select demolition, retaining and refurbishing existing structure components, minimizing demolition.

NorthStar oversaw demolition, reporting regularly to the District. The contractor removed old components and installed new gates, walkway, and knee bracing. The new gates, with their own frames, were welded and braced to existing structure components. After installation, the contractor set up new actuators, stems, and electrical components. The structure was tested after removing the aqua barrier cofferdam.



Figure 26: Modified Lake Pretty Structure

Project Summary			
Project Name:	Conservation Water Control Structures Inspections		
Service Type(s):	Inspections	Client/ Address	SWFWMD 2379 Broad Street, Building 4, Brooksville, FL 34604
Client Contact:	Chris McCall	Phone/ Email	352-279-5448 Chris.McCall@swfwmd.state.fl.us
Project Performance Period:	March 2021 – December 2021		
Key NorthStar Personnel (Role):	Brent Anderson (Principal), Nick Narine (Staff Engineer)		
Cost:	\$ 220,582		

NorthStar was tasked with inspecting Conservation Water Control Structures. The District operates and maintains these structures to provide flood control, infiltration, irrigation, and public recreation to the surrounding area. These inspections included 59 structures located throughout the District's jurisdictional boundary and were performed to ensure their continued operational integrity and avoid partial or total failure that could endanger public safety or cause substantial property damage.

The findings provided through the inspection report will assist the District in identifying and prioritizing necessary repairs. NorthStar's structure inspections will also aid the District in future efforts to standardize equipment, particularly actuators, used throughout the region.

1 Bay Lake	21 Lake Smart (P-6)	41 Lake Consuella
2 Brogdon Bridge	22 Leslie Heifner	42 Fairfield Sink
3 Bryant Lough	23 Moccasin Slough	43 Flying Eagle Basin
4 Crescent Lake	24 Sawgrass Lake	44 Okahumpka
5 Flint Creek	25 Van Ness	45 Orange State
6 Floral City	26 Scott Lake	46 S-10
7 Hana	27 Cypress Creek	47 S-12
8 Island Ford Lake	28 Lake Kell	48 S-13
9 Keystone Lake	29 Keene Lake	49 S-14
10 Lake Arietta (P-3)	30 Keene Lake #2	50 S-18
11 Lake Armistead	31 Keene Lake #3	51 WC-3
12 Lake Ellen-Lipsey	32 Sherry's Brook	52 WC-4
13 Lake Fannie (P-7)	33 Lake Stemper	53 WC-5
14 Lake Gibson	34 Lake Carroll	54 WC-6
15 Lake Hamilton (P-8)	35 Lake Elaine	55 WC-7
16 Lake Hancock (P-11)	36 Saddleback Lake	56 Alligator Creek
17 Lake Henry (P-5)	37 White Trout Lake	57 Banana Lake
18 Lake Lena (P-1)	38 Anne-Parker	58 Circle B Center
19 Lake Magdalene	39 Lake Bradley	59 Circle B East
20 Lake Parker #1	40 Brogden Bridge	
List of the 59 Structures Inspected by NorthStar		

The scope of work performed under this TWA includes research of each structure's history, physical inspections, and preparation of inspection reports that summarize observations, findings, and recommendations.

Among the 59 structures that comprise this TWA, the majority of them are either Flashboard Riser Culverts, Single Gated Culverts, Weir Culverts, or Multi-Gated Structures, and represent the primary different structure configurations inspected throughout the project.

Similar Contracts

Contract Summary			
Contract Name:	Miscellaneous Professional Consulting Services		
Service Type(s):	Design, Construction, Project Management, Misc. Services	Client:	City of Dunedin
Project Performance Period:	March 2018 - Present		
Key NorthStar Personnel (Role):	Keanan Bell (Contract Manager), Brett Warner (Senior Professional Engineer)		
Contact:	Doug Hutchens City of Dunedin 737 Loudon Avenue Dunedin, FL 34698 Office: (727)-298-3181 Email: dhutchens@dunedinFL.net		
Contract Fees to Date:	\$ 103,410		

NorthStar has supported the City of Dunedin since 2018 by providing professional services under a miscellaneous professional consulting services contract. A notable project where the City of Dunedin requested our support was during the 2021 acquisition of the Highlands Memorial Gardens property. This approximately 33-acre property was slated for purchase through a Florida Community Trust Grant and due to an unexpected change in the closing timeline, required an expedited environmental assessment to satisfy due diligence requirements. The City of Dunedin contacted NorthStar and requested a rush Phase I Environmental Site Assessment that met the requirements of the American Society for Testing and Materials (ASTM) E-2247-16 standard and the federal Environmental Protection Agency's All Appropriate Inquiry (AAI) rule.

NorthStar was able to rapidly prepare a proposal, conduct the site visit and regulatory review, and prepare/submit the report within a two-week timeframe. Because of our ability to expedite these services, the City of Dunedin was able to meet their closing deadline and did not require an amendment to the purchase agreement contract.

Additional services provided under this contract include:

- Professional Environmental Consulting Services
- Surveying Services
- Geotechnical Engineering Services
- GIS Services
- Landscape Architecture
- Parcel Mapping, and Platting
- Utility System Mapping
- Legal Descriptions
- Digital Terrain Modeling
- Aerial Survey and Mapping
- Rate Study analysis in support of enterprise fund services (i.e. water, wastewater, stormwater, marina and solid waste fund operations).

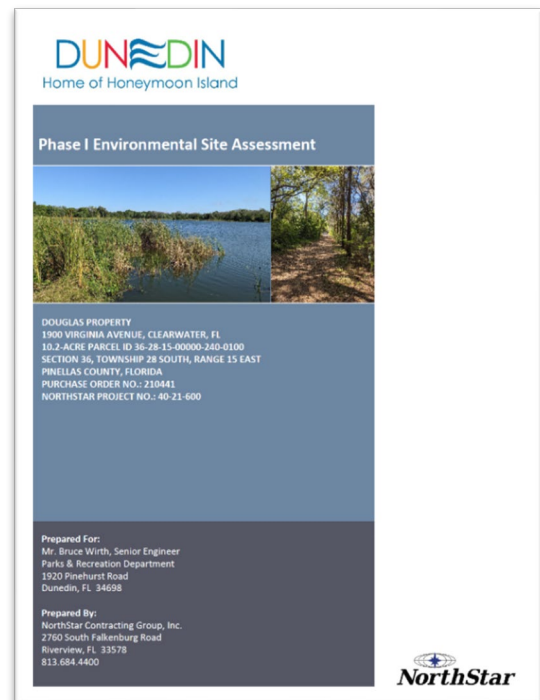


Figure 27: City of Dunedin ESA Example

Contract Summary			
Contract Name:	Environmental Consulting Services		
Service Type(s):	Environmental Consulting Services	Client:	City of Tallahassee
Project Performance Period:	May 2017 - May 2025		
Key NorthStar Personnel (Role):	Pamela Jackson (Contract Manager), Keanan Bell (Principal In Charge)		
Contact:	Jean Amison, CCAP City of Tallahassee 301 S. Adams Street Tallahassee, FL 32301 Office: (850) 891-6547 Email: jean.amison@talgov.com		
Contract Fees to Date:	\$ 14,968		

Under our Environmental Consulting Services contract No. 4153 with the City of Tallahassee, NorthStar provides a variety of services on an as-needed basis. Over the past several years, NorthStar has supported the City's Habitat For Humanity efforts by assisting them with meeting their various grant funding requirements in the form of wildlife assessments. The wildlife assessments are conducted at proposed residential housing construction properties and meet the requirements of 24 CFR Part 58 (NEPA Statutory Checklist). The wildlife assessments require an understanding of the Endangered Species Act and the Migratory Bird Treaty Act, as well as the ability to identify listed and migratory species, their sign (tracks, nests, etc.), and preferred habitat. Other activities conducted on behalf of the City have included Phase I / II / III Site assessment and Remediation to meet site closure requirements as part of a Brownfield assessment and remediation grant.

Contract Summary			
Contract Name:	2022-025 Professional Land Acquisition Services		
Service Type(s):	Professional Services	Client:	Sarasota County
Project Performance Period:	October 2022 - Present		
Key NorthStar Personnel (Role):	Keanan Bell (Contract Manager), Brett Warner (Senior Professional Engineer)		
Contact:	Brie Ondercin, CPRP, Land Acquisition Coordinator Park Planning and Development Division Sarasota County Parks, Recreation and Natural Resources 6700 Clark Road Bldg. C, Sarasota, FL 34241 Cell: 941-349-7236 Email: bonderci@scgov.net		
Contract Fees to Date:	\$ 786,350		

NorthStar provides full Land Acquisition Services for Sarasota County for their Environmentally Sensitive Lands Protection Program (ESLPP) and Neighborhood Parkland Acquisition Program (NPP). These programs protect high-quality, environmentally sensitive lands and work to provide accessible, economically efficient systems of open spaces to serve the public. Through a combination of fee-simple land purchases and conservation easements acquisitions, ESLPP has protected 84 properties with environmentally sensitive habitat, totaling nearly 40,000 acres. NPP has acquired 24 properties totaling over 117 acres, expanding existing parks and connecting the public to trails, beaches, and waterways.

The scope of services provided under this contract is designed to incorporate the entirety of the acquisition process. This contract was originally awarded solely to NorthStar in 2016, and the scope of services under this contract was expanded during a recompile solicitation in 2022. Below is a summary of the scope of services we provide under this current contract.

- Assisting the County's effort to acquire land, including all aspects of real estate transactions.
- Identifying available lands, mapping, and acquisition strategies.
- Establishing ownership contacts and obtaining willing seller status.
- Conducting site evaluations and developing work plans, as needed.
- Conducting negotiations for the fee simple purchase or donation of properties or protective easements with landowners or their representatives.
- Coordinating with County staff, including attendance at team, advisory board, and County Commission meetings as needed.
- Providing review of purchase and sale agreements of environmentally sensitive lands, neighborhood parkland or other parks/recreational lands.
- Coordinating due diligence investigations, reports, and other requirements and resolution of issues discovered during due diligence period. This includes coordinating surveys of buildings, land, easements, and platting research. It also includes professional environmental consulting services to perform environmental assessments, testing, and remediation (e.g., water contamination, pollution/chemical testing, etc.).
- Coordinating with federal, state and local government agencies and private organizations involved in land protection and acquisition.
- Exploring and implementing alternatives to fee simple title acquisitions when appropriate (e.g., conservation easements, preferential tax assessment programs, etc.).
- Researching, coordinating with and applying to federal, state and local government agencies, private organizations, or individuals to secure outside funding for land acquisition and management, to include grants, partnerships, planned giving, estate planning and other alternatives.
- Providing project reports and status updates on acquisition services at public and staff meetings.
- Developing, producing and distributing promotional outreach and marketing materials associated with the land acquisition programs.
- Any other related activities as deemed necessary for the function of the programs.



E. Proof of Insurance

E. Proof of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2024

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

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

PRODUCER Alliant Insurance Services, Inc. 333 Earle Ovington Blvd, Suite 700 Uniondale NY 11553	CONTACT NAME: Forward All Certificate Revision Requests to PHONE (A/C, No, Ext): the Below E-Mail FAX (A/C, No): E-MAIL: NorthStarGroupServices@alliant.com ADDRESS:
INSURED NorthStar Contracting Group, Inc. 2760 South Falkenburg Road Riverview, FL 33578	INSURER(S) AFFORDING COVERAGE INSURER A : Liberty Mutual Fire Insurance INSURER B : LM Insurance Corporation INSURER C : Lloyds Syndicate 1301 IGO INSURER D : Crum & Forster Specialty Insur INSURER E : Starr Indemnity & Liability Co INSURER F : Ascot Insurance Company
	NAIC # 23035 33600 112009 44520 38318 23752

COVERAGES

CERTIFICATE NUMBER: 840130663

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	Y	Y	TB2-621-095685-014	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPI/OP AGG \$ 10,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	AS2-621-095685-044	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	CD2400348 SEO-130900 1000589044241 EXNA2410000045-04	7/1/2024 7/1/2024 7/1/2024 7/1/2024	7/1/2025 7/1/2025 7/1/2025 7/1/2025	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
B	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	Y	WA5-62D-095685-024(AOS) WC5-621-095685-134	7/1/2024 7/1/2024	7/1/2025 7/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Pollution - Policy #PEC-0194414-08 - Carrier: Zurich American Insurance Company, NAIC Code: 16535, Effective Date: 7/1/2024, Expiration Date: 7/1/2025 - Limit: Each Claim: \$25,000,000/Agg: \$25,000,000.

Professional - Policy #PEC-0194414-08 - Carrier: Zurich American Insurance Company, NAIC Code: 16535, Effective Date: 7/1/2024, Expiration Date: 7/1/2025 - Limit: \$5,000,000 Occ./Agg.

Leased/Rented Equipment - Policy #MXI93060362 - Carrier: AGCS Marine Insurance Company, NAIC Code: 22837, Effective Date: 7/1/2024, Expiration Date: 7/1/2025 - Limit: \$1,500,000
See Attached...

CERTIFICATE HOLDER

CANCELLATION

SAMPLE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: LVIENVI-01
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED NorthStar Contracting Group, Inc. 2760 South Falkenburg Road Riverview, FL 33578	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Crime - Policy #MPL795606705 - Carrier: Zurich American Insurance Company, NAIC Code: 16535, Effective Date: 7/1/2024, Expiration Date: 7/1/2025 - Limit: \$5,000,000

Cyber - Policy #NPL0068855-01 - Carrier: Arch Specialty Insurance Company, NAIC Code: 11150, Effective Date: 7/1/2024, Expiration Date: 7/1/2025 - Limit: \$5,000,000

Re: RFQ 20-9854L.06 SAMPLE.



Exhibit A: Staff Resumes



BRETT E. WARNER, PE

Contract Manager/Senior Professional Engineer
Tampa, Florida



SUMMARY

Brett is a Senior Professional Engineer in the Infrastructure and Environment group at NorthStar with over 14 years of experience providing professional engineering consulting and project management services. Brett's work experience includes project management, design, permitting, planning, construction management, contract administration, cost estimating, bidding, construction inspection and QA/QC.

PROJECT EXPERIENCE

PROJECT MANAGER – ROADWAY RECONSTRUCTION, ST. PETE BEACH, FL

Brett was responsible for managing four roadway reconstruction projects for the City of St. Pete Beach, FL. The scope of work for these "Complete Streets" projects included new roadway including the subgrade and base, new stormwater infrastructure including tidal check valves, new reclaimed water services, curblines, and multimodal pathway. Additionally, several projects were partially funded by grants. Brett's duties included managing the design and procurement team activities, interfacing with grant management staff, coordinating activities with the design team, directing the contractors, design submittal review, and attending public workshops.

PROGRAM MANAGER – SANITARY SEWER CAPITAL PROGRAM, ST. PETE BEACH, FL

Brett served as Program Manager for the City of St. Pete Beach's Sanitary Sewer Capital Improvement Program. Under this program, the city strategically prioritized its sanitary sewer assets for rehabilitation or replacement to ensure the system was updated in the most cost-effective method. Assets were prioritized based on age, condition, service area, and consequence of failure. During Brett's time as Program Manager, all the City of St. Pete Beach lift stations were rehabilitated and updated with new pumps, controls, wet well coatings and/or liners, valves and piping. Additionally, Brett managed the inspection of all City sanitary sewer forcemains and the prioritization of the City's sanitary sewer gravity mains and manholes for repairs.

PROJECT MANAGER – STORMWATER IMPROVEMENTS, ST. PETE BEACH, FL

Brett was responsible for managing four stormwater improvement projects within the City of St. Pete Beach. Each project consisted of the replacement of an existing stormwater system that no longer functioned as originally intended and was becoming more susceptible to tidal flooding as the frequency of sunny day flooding increased with Sea Level Rise. The scope of work for these projects included new stormwater inlets, manholes, gravity mains, and outfall pipes with new inline tidal check valves. Brett's duties included managing planning, design, procurement, and construction team activities, coordinating with external stakeholder design and inspection staff, design submittal reviews, construction contract administration activities, pay application review, and attending public design workshops and project progress meetings.

EXPERIENCE – 14 YEARS

EDUCATION

Bachelor of Science, Civil
Engineering, University of Florida,
2012

LICENSES

Florida, PE (No. 83334)

PROFESSIONAL TRAINING AND CONTINUING EDUCATION

40-Hour OSHA HAZWOPER (Expired)
ESRI User and Developer Courses –
Multiple
Innovyze InfoWater and InfoMaster
- Multiple
AutoCAD Civil 3D Fundamentals

PROFESSIONAL HIGHLIGHTS

- ✓ 7 years as a Florida Professional Engineer
- ✓ 14 years of municipal and private engineering experience

PROGRAM MANAGER – ROADWAY REHABILITATION, ST. PETE BEACH, FL

Brett served as Program Manager for the City of St. Pete Beach's Roadway Rehabilitation Program. Under this program, the City strategically prioritized its roadways for rehabilitation utilizing several technologies to ensure the most cost-effective method was utilized to extend the roadway's useful life expectancy and increase the City's overall roadway Pavement Condition Index rating. Technologies employed under this program included standard milling and overlay, full depth reclamation, chip seal, fog seal, and asphalt rejuvenators. Additionally, Brett identified and prioritized utility service replacements that require a full pavement patch and restoration, identified locations for permeable pavement installation where ponding water collected, and identified and prioritized candidates for a heat reduction pavement coating to improve walkability in high pedestrian areas.

PROGRAM MANAGER – SEAWALL REHABILITATION PROGRAM, ST. PETE BEACH, FL

Brett served as Program Manager for the City of St. Pete Beach's Seawall Rehabilitation Program. Under this program, the City strategically prioritized its seawalls for rehabilitation to ensure the seawalls were replaced in the most cost-effective method. Seawalls were prioritized based on age, condition, cap elevation, and consequence of failure. Seawalls below the elevation of 5 ft NAVD88 received a higher weighting due to the threat of increased flood damage due to sea level rise. Brett's duties included managing planning, design, procurement, and construction team activities, coordinating with external stakeholder design and inspection staff, design submittal reviews, construction contract administration activities, pay application review, and project progress meetings for all seawall projects.

LEAD INSPECTION REPRESENTATIVE – SFWMD BISCAYNE BAY COASTAL WETLANDS CUTLER FLOW WAY PHASE 2 CONVEYANCE SYSTEM, MIAMI-DADE COUNTY, FL

Brett served as Lead Inspection Representative for the Biscayne Bay Coastal Wetlands Cutler Flow Way Phase 2 Conveyance System project for SFWMD, assisting with submittal review and request for information responses to contractor submittals and questions during the Engineering During Construction portion of the project.

HURRICANE RESPONSE AND DAMAGE ASSESSMENT, ST. PETE BEACH, FL

Brett served as an emergency response and damage assessment emergency responder for the City of St. Pete Beach. Brett performed field assessments of City infrastructure and facilities following tropical storm events that could potentially damage City infrastructure. Types of infrastructure inspected included stormwater inlets, seawalls, bridges, lift and pump stations, roadways, headwalls, buildings and detention basins. Damaged infrastructure was cataloged and scheduled for repair.



Brent W. Anderson, PE, PG

Principal In Charge

Tampa, Florida



SUMMARY

Brent is the Vice President and Branch Manager for NorthStar Contracting Group, Inc.'s Florida Operations. He has served as NorthStar's Principal In Charge since 2014 on various contracts including SFWMD, SWFWMD and SRWMD. Brent also has 30 years of experience in the management and execution of civil and water resource engineering projects. He is responsible for customer overall satisfaction with our team's performance and work product. Brent has the authority to assign NorthStar resources and respond to any requests to ensure the City's needs and expectations are met.

PROJECT EXPERIENCE

PRINCIPAL IN CHARGE – SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (CONTRACTS MA140000063 AND 19CN0002065), TAMPA, FL

Under these two consecutive contracts with the District, Mr. Anderson oversaw and directed the activities of the NorthStar team on 16 current or former TWAs valued in aggregate at \$850,000. These projects involved a variety of efforts including CEI, 3rd Party Review, and Inspection and Design services. Notable projects included supporting the District's effort to inspect and report on 65 Conservation Water Control Structures throughout the District, design services for the Lake Pretty Structure Replacement (B875) and Water Control Structure S -353 Spillway Repairs Design (C-679) with follow up CEI services on both structures and 7th Street Third Party review. Throughout these projects Mr. Anderson provided direction and leadership to the NorthStar team that performed underwater diving inspections, preliminary design assessments, modeling efforts, stakeholder coordination, development of design plans for solicitation and permitting, bidding support including cost estimates and RFB review and coordination with District project managers throughout these projects. He coordinated design modifications to help the District recognize construction cost savings and incorporated standardization of District equipment to assist the District in minimizing excessive inventory for structure maintenance and provide uniformity of equipment operation and maintenance. Mr. Anderson will bring this valuable institutional knowledge of the District to the benefit of all future projects. Application of this knowledge will ensure the District with services that are consistent with the District's efforts to serve their constituents at an optimal and cost-effective level.

PRINCIPAL IN CHARGE / CONTRACT MANAGER – GENERAL ENGINEERING AND PROFESSIONAL SERVICES, RESTORATION STRATEGIES AND PROFESSIONAL ENGINEERING SERVICES CONTRACTS, SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD), WEST PALM BEACH, FL

Since 2007 Mr. Anderson has overseen the efforts of our West Palm office to support the SFWMD in their ongoing efforts to implement Everglades Restoration and other water restoration and flood control efforts. Under these contracts Mr. Anderson has managed over 30 work orders many of which were valued at over \$1M. These work orders have involved all facets of design, engineering during construction, and construction management services. Through his leadership all contract extensions were executed and these contracts re-procured. In his capacity as Contract Manager and Principal In Charge, Mr. Anderson has coordinated

EXPERIENCE – 31 YEARS

EDUCATION

B.S., Geological Engineering, 1991,
University of Missouri-Rolla

LICENSES

Florida, PE (No. 54762)

Georgia, PG

PROFESSIONAL HIGHLIGHTS

- ✓ 11 years as Principal in Charge
- ✓ 30+ years in management and civil and water resource engineering projects

Water Resource Honors/Awards

- 2021 – 2020 AWRA Florida Section Treasurer
- 2019 – AWRA Florida Section Board of Directors
- 2017 – Project of the Year – ASCE Palm Beach County
- 2017 – Project of the Year – ASCE Florida Section

Professional Contributions

- Panel Moderator / Presenter – 2017 Environmental Permitting Summer School. “Florida Professional Engineers Laws and Rules Early Bird Session”
- Panel Moderator / Presenter – 2016 Environmental Permitting Summer School. “Risk Management for Environmental Consultants”
- Presenter – 2016 AWRA National Conference. “Design and Construction of a Flow Equalization Basin to Optimize Performance of Everglades Stormwater Treatment Areas”
- Presenter – 2016 AWRA Florida Section. “Designing, Constructing and Operating a 15,000-acre Shallow Storage Impoundment to Improve Everglades Water Quality”.
- Presenter – 2015 American Society of Agricultural and Biological Engineers. “Design and Construction of a Flow Equalization Basin to Optimize Performance of Everglades Stormwater Treatment Areas”.

NorthStar’s resources, including sub-respondents, to ensure the SFWMD’s expectations relative to performance were met. He also oversaw all scope, schedule and budget related matters associated with each of the work orders. Through his active management and coordination of resources, he has delivered all requested services on these work orders at an average of 20% less than the negotiated fee while attaining the SFWMD’s high standards for quality and execution. The combined work orders included the design and construction management of over 50 miles of levee and surface water conveyance systems, created over 60,000 acre-feet of above ground storage, involved 17 water control structures (i.e., slide and roller gates) with discharge capacities up to 3,200 cfs, 3 pump stations with a combined capacity of 900 cfs, 6 articulating concrete block weirs, numerous canal plugs and all associated telemetry and SCADA required to remotely operate and monitor these facilities. These projects also resulted in the creation of or enhancement of approximately 252,000 acres of wetlands and coastal habitat. The EAA A-1 FEB project which Mr. Anderson managed was awarded “Project of the Year” by the West Palm Beach and State of Florida chapters of the American Society of Civil Engineers (ASCE).

CONTRACT MANAGER – GENERAL ENGINEERING SERVICES CONTRACT 14/15-088 AND 19/20-045 SUWANNEE RIVER WATER MANAGEMENT DISTRICT (SRWMD), LIVE OAK, FL

Mr. Anderson served as the Contract Manager for NorthStar’s General Engineering Services contracts with the SRWMD. In this role Mr. Anderson was responsible for overall contract execution and client support. A notable project Mr. Anderson directed and supported was the development of preparing Interconnected Channel and Pond Routing Model 4 (ICPRTM) hydrologic and hydraulic (H&H) model simulation to analyze the water retention impacts of a series of proposed water control structures within and near the Mallory Swamp and Lafayette Forest Wildlife and Environmental Area (WEA) area in Lafayette County, Florida.



KEANAN BELL

Geospatial Analysis/Environmental
Program Manager
Tampa, FL



SUMMARY

Keanan is an Environmental Specialist under the EPA's All Appropriate Inquiry Rule. He has over 20 years of experience providing professional environmental consulting services and utilizing GIS and CADD in a variety of capacities to analyze, map and model the complex spatial relationships among the natural and built environments. He has presented papers at several GIS and environmental conferences. Keanan also moderates a panel of environmental professionals at the Florida Environmental Permitting Summer School, where they discuss the growing role of Unmanned Aerial Vehicles (UAV) in the environmental assessment and monitoring.

Keanan is also a GIS Manager at NorthStar where he provides project, contract and personnel management, GIS, and modeling services. He also serves as the Contract Manager for our Sarasota County Land Acquisition contract. NorthStar has provided complete land acquisition, environmental due diligence, and GIS services to the county to support their Environmentally Sensitive Land Acquisition Program and Neighborhood Parkland Program since 2016. Additionally, he is the Contract Manager for NorthStar's General Engineering Services contract 19/20-045 with the Suwannee River Water Management District and has supported GES contracts with SRWMD and other Florida Water Management Districts for over 15 years.

PROJECT EXPERIENCE

PRINCIPAL IN CHARGE/CORPORATE SUPPORT – FDACS COMBINED BASELINE DOCUMENTATION/ESA FOR RFLPP, STATEWIDE, FLORIDA

Keanan has provided corporate support and oversight for all work performed to date under the RFLPP. Through Keanan, the Department had direct access to a NorthStar managing principal who has the authority to assign NorthStar resources and respond to any requests to ensure the Department's needs and expectations were met. He has provided these services to the Department during the successful performance and completion of three recent 2023 assessments for less-than-fee acquisitions by FDACS.

CONTRACT MANAGER – SARASOTA COUNTY LAND ACQUISITION SERVICES CONTRACT, SARASOTA COUNTY, FLORIDA

Keanan has served as the Contract Manager for this ESA and land acquisition services contract since 2015. The services he and his team provide under this contract include: all aspects of ESAs, preparation of BDRs, turnkey services to support the acquisition of environmentally sensitive lands, including negotiations, surveys and appraisals, and complete geospatial and drone services. Keanan and the contract team at NorthStar function as the County's sole land acquisition agent, supporting both fee and less-than-fee acquisitions. All Phase I / II ESA conducted under this contract meet the requirements of ASTM E1527, E2247, and/or E1903, as applicable, as well as the State-specific requirements for these assessments promulgated by DSL. Since 2019, Keanan has overseen the successful completion of 27 acquisitions.

GIS MANAGER – FDEP DSL COMBINED ESA/BDR CONTRACT, CREWS GROVE, INC. PROPERTY, OLD TOWN CREEK WATERSHED PROJECT, HARDEE & POLK COUNTY, FLORIDA

Keanan served as a Field Scientist and GIS Manager for less-than-fee easement acquisition project. Keanan was responsible for the GPS and GIS technologies utilized to identify recognized environmental conditions and items of concern, verify property boundaries, and locate environmental features relevant to the assessment and

EXPERIENCE – 25 YEARS

EDUCATION

Master of Arts, Urban and Regional
Planning, University of Florida,
2003
Planning Information Systems GIS
Certificate, University of Florida,
2003
Bachelor of Science, Environmental
Science, University of Florida,
2000

PROFESSIONAL TRAINING AND CONTINUING EDUCATION

Interconnected Channel & Pond
Routing (ICPR) v.4 H&H Model
Training, Streamline Technologies
ESRI User and Developer Courses –
Multiple
Environmental Quality Information
System (EQuIS) User, Training,
EarthSoft, Inc.
AutoCAD Civil 3D Fundamentals,
Rand/IMAGINiT

PROFESSIONAL HIGHLIGHTS

- ✓ 22 years of FDOT CAR experience, including District 3
- ✓ Currently providing corporate support for NorthStar's District 1 CAR contract
- ✓ Geospatial software and modeling expert
- ✓ Directs NorthStar's GIS and UAV services

KEANAN BELL

Geospatial Analysis/Environmental
Program Manager
Tampa, FL



PROFESSIONAL ORGANIZATIONS AND CONTRIBUTIONS

- Florida & National Chapters
- American Water Resource Association
- Florida Local Environmental Resource Agency
- Geospatial Information & Technology Association
- Tampa Bay Area Environmental Professionals
- Tampa Bay GIS
- Moderator/Presenter – 2017-2024 Environmental Permitting Summer School, “Utilizing Drones to Further Environmental Assessments and Monitoring”
- Presenter-2018 National AWRA GIS and Water Conference, “Using UAS and RTK GPS to Prepare DEMs for H&H Modeling”
- Co-Presenter-2017 Greater Everglades Ecosystem Restoration (GEER) Conference “A New Eye in the Sky: A Case Study on 3D Modeling Environmental Restoration Projects with Drone/UAV Imagery”
- Paper Presenter-2015 ESRI International Users Conference, “Modeling the Hydrologic Impacts of Control Structures Utilizing LiDAR, ICPR & GIS Technologies
- Presenter-2015 FL Section American Society of Agricultural and Biological Engineers (ASABE) Annual Conference, “Modeling Hydrologic Restoration Scenarios Utilizing LiDAR, ICPR & GIS Technologies
- 2008-Letter of Commendation for Excellent Service, Executive Director, South Florida Water Management District.

documentation process. He also coordinated and executed a sUAV aerial reconnaissance mission to capture notable environmental features, including a large area of wetlands that was not safely accessible by foot or vehicle.

GIS MANAGER – FDEP DSL COMBINATION BASELINE DOCUMENTATION/ENVIRONMENTAL SITE ASSESSMENT CONTRACTS, FLORIDA

Keanan serves as GIS Manager for this contract since 2003 and is responsible for complete geospatial support on projects include the following:

- Acquiring all geospatial data and aerial imagery associated with site location relevant to the assessment, including acquisition and maintenance of environmental databases and preparation of site boundaries from surveyed legal descriptions.
- Preparing all GIS data used in site reconnaissance.
- Performing GIS analysis related to environmental assessment of site.
- Configuring and preparing hardware and software used in site reconnaissance.
- Configuring and maintaining GPS and Differential Beacon receivers and mobile GIS software.
- Developing custom data input forms, application, and databases for use in digital field data acquisition.
- Providing technical support to personnel.

CONTRACT MANAGER/HYDROLOGIC & HYDRAULIC (H&H) MODELER – MIDDLE SUWANNEE RIVER AND SPRINGS PROJECT, SRWMD, DIXIE AND TAYLOR COUNTY, FL

NorthStar was tasked with providing a multi-phase approach and developing a regional, coupled Hydrologic & Hydraulic ICPR model focused on the 54,000-acre Mallory Swamp region, with an emphasis on the 31,000-acre Mallory Tract. This phased approach included model data review and assessment, data collection through the use of stage recorders installed throughout the study area, and the development of a separate groundwater and coupled surface water model for the watershed. Mr. Bell provided project management, coordination, GIS and modeling services for the entirety of this project. Keanan was NorthStar’s lead author and mapper on the report detailing the findings of the model study and coordinated with Suwannee River WMD personnel to ensure satisfactory delivery of the final product.

CONTRACT MANAGER/PRINCIPAL IN CHARGE – INDIAN RIVER COUNTY LAND ACQUISITION SERVICES, VERO BEACH, FL

In 2024, NorthStar was awarded a contract to support Indian River County. Through this contract, a single award through a competitive solicitation, NorthStar will be tasked with the implementation of the County’s environmental lands acquisition program. Keanan will be responsible for contract management and corporate support.



BRANDON BAGOO, PE

Civil & Water Resource Engineer

West Palm Beach, Florida



EXPERIENCE – 13 YEARS

EDUCATION

Bachelor of Science, Civil
Engineering, Florida Atlantic
University, 2012

LICENSES

Florida, PE (No. 87405)

PROFESSIONAL HIGHLIGHTS

- ✓ 13 years of progressive experience working on various civil, stormwater, and environmental projects
- ✓ Extensive experience in civil construction and providing construction project management services
- ✓ Stakeholder coordination and client management

SUMMARY

Mr. Bagoo has 11 years of progressive experience in civil works and land-related infrastructure, stormwater and environmental projects. His experience includes a wide range of roles including QA/QC material testing, staff and project engineer, resident construction engineer, construction engineering project manager, construction inspection quality assurance/control and civil design. He has specialized knowledge of the South Florida Water Management District (SFWMD), infrastructure Ready to Advertise contract documents, standard design specifications, design criteria memorandums and construction quality assurance, and control procedures. Along with managing the civil designs, Mr. Bagoo also provides support for Engineer During Construction (EDC) services as well as Construction Management Services (CMS) across multiple NorthStar projects.

PROJECT EXPERIENCE

WATER RESOURCES PROGRAM MANAGER – EAA CANAL CONVEYANCE IMPROVEMENT PROJECT, SFWMD, PALM BEACH COUNTY, FL

NorthStar is leading a team of engineers, hydraulic/hydrologic water modelers, and surveyors in the study and design of the necessary conveyance improvements to two existing canals in Palm Beach County, the Miami Canal and the North New River Canal, which move water south out of Lake Okeechobee through the Everglades Agricultural Area Basin to the stormwater treatment areas (STAs). Mr. Bagoo aided in the constructability review, project specification preparation as well as QA reviews of design documentation reports, and plans. He also has prepared Technical Review Briefing (TRB) presentations for the client as well as assisted in responding to Requests for Additional Information (RAI) from other stakeholders and regulatory agencies such as FDEP and USACE. As Contract Manager, he is also responsible for aiding in the implementation of final updates to the design report, plans, and specifications for the Corrected Final, Ready-To-Advertise contract documents. Mr. Bagoo is currently also supporting the EDC task for the North New River Canal Conveyance Improvement Project which is currently under construction.

WATER RESOURCES PROGRAM MANAGER – BISCAYNE BAY COASTAL WETLANDS – CUTLER FLOW WAY, SFWMD, MIAMI-DADE COUNTY, FL

NorthStar was tasked with updating the engineering, modeling, analysis, design, and specifications to achieve the project objectives at the best construction value. The project improves the distribution of freshwater to Biscayne Bay and Biscayne National Park by re-directing runoff from the C-1 basin to coastal wetlands along Biscayne Bay. Tasks include adding parcels to the rehydration area, modeling for the conveyance and spreader canals to incorporate new information, and re-designing culvert crossings and the 400 cfs pump station. The update utilizes current codes, technical references, and standard details. In his role as Contract Manager, Mr. Bagoo has provided QA oversight/review for design documentation reports, and plans for the conveyance phase of the project including aiding in project specification preparation. He is currently involved with aiding the Engineer During Construction (EDC) task for the Phase 1 400 cfs pump station and Phase 2 Conveyance Canal which are both currently under construction. Both of which require coordination with Miami-Dade Water and Sewer District as well as Miami-Dade Department of Environmental Resources Management.

BRANDON BAGOO, PE

Civil & Water Resource Engineer

West Palm Beach, Florida



Professional Training & Continuing Education

- Annual PDH Courses to maintain Professional Registration Certification
- Protected Species Awareness Training; Qualified Eastern Indigo Snake Observer Training; Ground Nesting Birds Awareness Training
- Florida Dam Safety Program Technical Seminar, 2022, 2020, 2014
- OSHA-10 Construction, 2017
- ACI Concrete Field Testing Technician I, 2013-2018
- Nuclear Gauge Field Technician, 2013-2018
- Radiation Safety Officer, Training Certificate, 2014
- Nuclear Soil Gauge Training Certificate, 2014

Professional Affiliations

- American Society of Civil Engineers
- Florida Engineering Society
- American Water Resources Association
- American Water Works Association

SENIOR PROJECT MANAGER – STA-2 REFURBISHMENTS, SFWMD, SOUTH BAY, FL

This Project includes soil inversion and regrading of approximately 700 acres for hydraulic and treatment improvement to the cell, (7) riprap energy dissipators, canal de-mucking and reshaping, and 26 canal plugs. Mr. Bagoo was designated as SFWMD's on-site Construction Project Manager providing construction management services (CMS) and oversight for the duration of project. His duties included working with the District's Project Manager to respond to project construction documents, develop project specific QA inspection protocols and plans, perform construction field inspections while providing guidance and oversight of two other QA field inspectors, enforce and evaluate BMP's and their implementation, assist with the evaluation and resolution of schedule impacts, evaluate change order requests, provide internal review of contractor pay applications, and facilitate the project closeout process. During the project, Mr. Bagoo was responsible for reviewing over 500 reports to establish equipment and usage to help resolve a change order for the client and reach a negotiated agreement in a timely manner. Mr. Bagoo was also pivotal in helping keep coordination with other stakeholders within SFWMD to meet their planting schedules for completed regraded areas with the cell.

SENIOR PROJECT MANAGER – STA-1E WESTERN FLOW-WAY MODIFICATIONS REGRADING, SFWMD, WELLINGTON, FL

Several of SFWMD's older Stormwater Treatment Areas (STA's) are experiencing treatment cells that are no longer performing adequate nutrient removal as intended due to short-circuited flows. This project served to rehabilitate two of the cells within the STA which included soil inversion and regrading of approximately 1,000 acres for hydraulic and treatment improvement, (5) riprap energy dissipators and canal de-mucking and reshaping. Mr. Bagoo served as SFWMD's representative on-site Construction Manager providing construction management oversight for the duration of the project. Mr. Bagoo built an outstanding rapport with the contractor and their team which influenced the work flow of the project allowing work to be performed, inspected, and accepted efficiently and without any major re-work. In turn, the contractor was able to successfully complete the project 3 months ahead of the contractual completion date. The District was also able to save just over \$500,000.00 in CMS-related costs.

ENGINEER I – WHEELER STORMWATER PARK, SJRWMD, MICCO, FL

The Wheeler Stormwater Park property includes a series of (2) ponds, 23 and 7 acres respectively and restored wetlands to remove pollutants from the 21,000-acre Sottile Canal watershed before they reach the Indian River Lagoon, one of the most biologically diverse estuaries in North America. This stormwater is treated as it travels through a series of ponds, the Herndon Swamp constructed wetland treatment system, and additional created wetlands. Mr. Bagoo performed construction engineering inspection (CEI) of the construction of both ponds, stormwater RCP, Herndon Swamp and additional wetlands; other inspections and oversight included verifying grades for the constructed wetlands, erosion control measures, grading, and embankment stabilization.



PAMELA JACKSON, PG, ASP

Senior Geologist/Quality Manager

Tallahassee, Florida



EXPERIENCE – 33 YEARS

EDUCATION

Bachelor of Science, Geology,
University of North Carolina, 1991

LICENSES

Florida, PG (No. 2108)

PROFESSIONAL HIGHLIGHTS

- ✓ 27 years as a Florida Geologist
- ✓ Diverse environmental assessment, remediation, and Regulatory background
- ✓ Extensive experience performing Level I /II Environmental Site Assessments
- ✓ Conducts quality and safety audits
- ✓ Performs document peer reviews

SUMMARY

Pamela is a well-known, respected environmental professional with very broad experience, stretching from environmental assessment and remediation activities at petroleum-, chlorinated solvent-, and metals-impacted sites to vegetation monitoring, invasive species identification, and hydrologic surface flow restoration projects. Her areas of expertise include collection of verifiable data, data interpretation/application, and completion of defensible, data-driven reports. Pamela has also conducted numerous environmental and safety audits at large and small construction sites to determine compliance and assist with development of environmental management and control systems. She is an expert at both rural and urban land acquisition due diligence investigations, excelling at the historical research and data interpretation needed to reduce client liability and risk. She has also assisted numerous prospective purchasers and sellers, private entities, and lending institutions with evaluating environmental liability and risk related to property transactions.

During her career, Pamela has successfully managed numerous State of Florida contracts including a FDEP Hazardous Waste Site Cleanup and Drycleaning Solvent Cleanup Program contract, FDOT District Two environmental contracts, and FDEP Statewide ESA and Baseline Documentation contracts. In addition to contract management, Pamela has worked within the Florida Petroleum Restoration Program in past and current configurations, providing streamlined assessments and rapid closures for her clients.

PROJECT EXPERIENCE

SENIOR TECHNICAL MANAGER, FDOT DISTRICT THREE, CONTAMINATION ASSESSMENT AND REMEDIATION CONTRACTS, FLORIDA

Pamela provides senior level support, review, technical advisory, and environmental permitting services for two FDOT District Three contracts. An example of her permitting expertise occurred on a project where the roadway construction schedule was impacted by the presence of several underground storage tanks. Because roadway contractors can charge delay fees during work stoppages, it was vital the tanks be removed immediately. Pamela was able to utilize her contacts with FDEP to obtain the required NPDES permit in a single day, rather than the more typical two-week timeframe. This allowed the removal work to be conducted promptly and FDOT did not incur any delay fees. A construction-related example of Pamela's work occurred on a project where the roadway contractor inadvertently breached a water main during bridge piling installation. This caused significant erosion of the bridge embankment into Texar Bayou, which is impacted by several hazardous waste facilities upstream of the bridge location. She and Andrew met with the roadway contractor, FDEP, and FDOT representatives to discuss the necessary sampling and disposal requirements for the displaced sediments. They were able to negotiate an agreement allowing FDOT to avoid costly sampling, while still properly disposing of the displaced sediments. Pamela is also the go-to contact for land swaps between FDOT and TIITF. Because she manages land and easement acquisition contracts with FDEP (for TIITF), she is able to complete the required due diligence investigations for FDOT, ensuring a smooth property transition between FDOT and TIITF.

PAMELA JACKSON, PG, ASP

Senior Geologist/Quality Manager
Tallahassee, Florida



PROFESSIONAL TRAINING AND CONTINUING EDUCATION

OSHA 40-Hour HAZWOPER
Training, with refreshers
updated annually

OSHA 8-Hour
Supervisor/Management
Training, annually updated

OSHA 10-Hour General Industry
Safety Training

First Aid/CPR, updated biannually

Qualified Stormwater
Management Inspector

FDOT Intermediate MOT Training

FDOT Hazmat Basic General
Awareness Training

CSX Roadway Worker Protection
Training for Railroad Contractors

Remedial Investigation and
Sampling Protocol, USEPA
Region IV

Hazardous Waste Site Sampling,
USEPA Region IV

Migration, Assessment, and
Remediation of Non-Aqueous
Phase Liquids; National
Groundwater Association (NGA)

Karst Frontiers, Karst Waters
Institute Symposium

Environmental Geochemistry of
Metals: Investigation and
Remediation, NGA

Customer Experience Professional
Certificate, University of South
Florida MUMA College of
Business

HEALTH & SAFETY OFFICER – FDOT DISTRICT THREE, BIO-HAZARDOUS WASTE CLEANUP / EMERGENCY RESPONSE

NorthStar has received requests for response to medical waste scattered within the ROW along SR 73, US 231, and US 319. Ms. Jackson and other Core Team members have responded quickly upon receiving these calls. Ms. Jackson selects the appropriate personal protective equipment prior to mobilization and directs, and sometimes conducts, these cleanup actions. In addition to medical waste, Ms. Jackson has also provided support to FDOT at a boat ramp impacted by blood from a murder scene. Ms. Jackson provided cleanup guidance for this work and ensured waste generated during this response was appropriately and safely disposed.

SENIOR TECHNICAL REVIEWER – FDOT DISTRICT ONE, VARIOUS INVESTIGATION REPORTS, DISTRICT-WIDE, FL

Pamela Jackson serves as a senior technical reviewer for investigation reports and other submittals provided by the NorthStar Team to FDOT. She reviews reports such as the Legacy Trail Level 2 Impact to Construction Reports or the Post-Hurricane Debris Staging Area Sampling Reports to ensure the reports are technically sound, well written, and sufficiently detailed to meet the client's needs and intent of the report. Additionally, Pamela assists junior personnel with crafting recommendations based on the scientific sampling data, collected during the field work, and conveying those recommendations in a clear and concise manner.

CONTRACT MANAGER – FDOT DISTRICT TWO, CAR MAINTENANCE YARD CONTRACT, FL

Pamela's responsibilities include preparation of work plans, cost estimates and project deliverables, supervision of all aspects of field work, contamination assessments, remedial action implementation, source removal excavations, waste characterization and profiling, waste transportation and disposal, data reduction and interpretation, and invoicing. She is responsible for conducting monthly updates for FDOT and maintaining offsite property owner relations. As the geologist of record, Pamela designs and implements site assessments, coordinates subsequent remediation activities, oversees excavations, and facilitates site closures through the most cost-effective means to FDOT.

SENIOR GEOLOGIST AND CONTRACT MANAGER – PRIVATE CLIENT, CHEMICAL MANUFACTURING FACILITY, PORT ST. JOE, FL

Ms. Jackson has acted as the key consultant and regulatory liaison for this chemical manufacturing facility since it was shuttered in 2015. Initially upon closure, the regulatory body attempted to push the closed site into a solid waste closure. This would have been extremely costly and was not appropriate for the site from a waste characteristic standpoint. Additionally, this type of closure was not required by any of the past permits for the facility. Ms. Jackson worked alongside the client's legal team to demonstrate the site should be regulated under the Contaminated Site Cleanup Criteria (Chapter 62-780, FAC), saving the client literally millions of dollars. Since that time, she has been able to reduce quarterly groundwater monitoring to semi-annual monitoring, implemented an additional site assessment to demonstrate the extent of the facility's liability, and overseen the completion of a formal risk assessment. Currently, Ms. Jackson is working closely with the project engineer and the regulatory agency to develop a closure plan under Risk Management Option 3 that involves a complex, multi-pronged approach to managing potential human health or environmental risks related to the site.



ANDREW FROST, PE

Environmental Engineer

Tallahassee, Florida



EXPERIENCE – 26 YEARS

EDUCATION

Bachelor of Science, Chemical
Engineering, Florida State
University 1997

LICENSES

Florida, PE (No. 59323)

PROFESSIONAL HIGHLIGHTS

- ✓ 22 years of experience serving as a technical engineering lead for NorthStar's Florida-focused remediation program
- ✓ Extensive experience developing and designing remedial action strategies comprised of effective and efficient methods

SUMMARY

Mr. Frost has over 26 years of experience as an environmental engineer. He has extensive experience conducting site investigations at petroleum and hazardous waste-contaminated sites. Other environmental experience includes serving as an on-site technical lead and manager during site investigations, treatment system installations, designing remedial systems, developing work plans, project scheduling, implementing remedial actions, report preparation and review, conducting environmental audits, and project cost tracking and management. Mr. Frost's areas of expertise include the development and design of remedial action strategies to provide effective and efficient methods of achieving the client's goals. Mr. Frost excels at the operation and maintenance of remedial systems and typically achieves a run-time of 90 percent.

Mr. Frost's work experience includes project management, cost estimation, cost control, remedial system construction oversight, environmental site assessments, monitor well installation, development and abandonment, sampling of various media, quiescent groundwater and surface water sampling, natural attenuation sampling, evaluation and design of various standard remedial technologies (i.e., soil vapor extraction, multi-phase extraction, air sparging, ion exchange, in-situ bioremediation, groundwater pump-and-treat, and in-situ chemical oxidation). Further, Mr. Frost remediation experience includes source removal technologies such as large diameter auguring and in-situ electrical resistance heating (ERH).

PROJECT EXPERIENCE

ENGINEER OF RECORD, FDOT ASSESSMENT AND REMEDIATION CONTRACTS, DISTRICTS ONE, TWO, THREE, AND FIVE, NORTHWEST, NORTHEAST, SOUTHWEST, AND SOUTHEAST, FL

Andrew is the engineer of record for NorthStar's FDOT assessment and remediation contracts. In this capacity, Andrew supports FDOT and their engineering and construction contractors as they manage environmental liability on current and upcoming roadbuilding projects. His responsibilities on include:

- review of draft and final road and stormwater system construction plans,
- preparation of work plans, cost estimates and project deliverables,
- obtaining environmental permits, such as NPDES permits,
- coordination of regulatory agencies,
- supervision of all aspects of field work and reporting,
- contamination assessment and remedial action implementation media sampling and corrective action,
- petroleum storage system installation, removal, and management,
- investigative derived waste characterization and profiling,
- waste transportation and disposal,
- directing emergency response of spills and releases,
- Spill Prevention, Control, and Countermeasure Plan preparation and management,
- quality assurance auditing, and
- data reduction and interpretation.

An example of a specific engineering project Andrew completed was the Cove Boulevard project in Bay County. Andrew, as lead remedial design engineer,

ANDREW FROST, PE

Environmental Engineer

Tallahassee, Florida



PROFESSIONAL TRAINING AND CONTINUING EDUCATION

OSHA 40-Hour HAZWOPER Training,
with refreshers updated annually
Certified CSX Roadway Worker,
updated annually
Dewatering Operations General
Permit Training
Qualified Stormwater Management
Inspector
FDOT Intermediate MOT Training
FDOT Tier 1 Illicit Discharge
Detection Training
Defensive Driving
Computer Modeling of Natural
Attenuation and Bioremediation
Systems, National Ground Water
Association Characterization of
DNLAP Sites, Duke Engineering &
Services, hosted by FDEP
NIST/MEP Regional Environmental
Practice on FCC Unit
Performances, Engelhard
Corporation
Heartsaver First Aid and CPE
Training
Introduction to Incident Command
System, I-100 for Law
Enforcement, Federal Emergency
Management Agency

developed remedial strategies for three project sites along the Cove Boulevard Road-Widening Construction Corridor. In developing the remedial strategies, Andrew developed similar remedial strategies for the three sites. This insightful design allowed the construction of one mobile, remedial system capable of meeting remedial design specifications for all three contaminated sites. Andrew developed a step-wise implementation approach at the three sites, cutting the cost of remediation by nearly two-thirds.

NEPA ASSESSMENT, USDA LAND TRANSFER, FLORIDA A&M UNIVERSITY, BROOKSVILLE, FL

The United States Department of Agriculture (USDA) operated the SubTropical Agricultural Research Station. The STARS purpose was conducting agricultural research. The USDA offered the facility and land (approximately 3,800 acres) to FAMU so they could continue with agricultural research. As part of the land transfer, FAMU had to comply with strict federal standards, including the National Environmental Policy Act (NEPA). As Project Manager, Andrew coordinated assessment activities, which included Endangered Plant and Animal Surveys, Cultural Resources Survey, Coastal Management Review, Migratory Bird Study, historical site review, contamination impact assessments, site delineations, surface water impacts, and coordination with federal agencies (USDA). The final document completed and submitted by Andrew resulted in a Finding of No Significant Impact and allowed the USDA to transfer the nearly 4,000 acres of land to FAMU.

CONTRACT/PROJECT MANAGER – BROOKS BRIDGE REPLACEMENT PROJECT – SR 30 (US HIGHWAY 98) – FDOT DISTRICT THREE, FORT WALTON BEACH, FL

This project required a large coordination effort with multiple regulatory agencies, FDOT, and the design-build group tasked with replacing Brooks Bridge in Okaloosa County. The bridge replacement project required multiple dewatering operations to install the bridge piers and proposed stormwater conveyance infrastructure. Within the 500 foot halo of the dewatering operational areas were two petroleum impacted site under active monitoring due to groundwater impacts. Andrew led coordination efforts between FDEP's Industrial Wastewater Section, FDEP's Contamination Section, Escambia County Health Department, FDOT, and the design-build group. With multiple meetings, coordination, and discussion, Andrew was able to get the regulatory agencies to agree to allow dewatering within the 500 ft halo by the design-build team without having to have a counter-pumping dewatering system at the impacted sites. Due to the staggered dewatering operations for the bridge replacement, these efforts saved FDOT hundreds of thousands of dollars in not having to implement multiple counter pumping dewatering operations over the life of the project.



PHILIP STEIN

Environmental Scientist
Tampa, Florida



EXPERIENCE – 20 YEARS

EDUCATION

Bachelor of Science, Zoology, North
Carolina State University, 2002

PROFESSIONAL HIGHLIGHTS

- ✓ Extensive environmental technical and project management background
- ✓ Extensive experience with local, state and federal agencies
- ✓ Extensive experience with ESAs, wetland and wildlife assessments

SUMMARY

Philip is an environmental professional with 20 years of experience as a private consultant and served 4 years as the Environmental Administrator for the Florida Department of Transportation, Florida's Turnpike Enterprise Planning Department from 2019 to 2023. Philip has a technical and project management background in natural resources and due diligence site assessments throughout Florida, having personally completed all aspects of hundreds of Phase I ESAs ranging from small residential properties, complex commercial and industrial facilities, and large acre tracts of land. He has experience with local, state, and federal agencies and brings valuable expertise to the team as an Environmental Specialist and Senior Scientist. Philip's areas of expertise include:

- Phase I and II ESAs
- Habitat Assessments
- Wetland Delineations
- Wildlife Surveys
- Hydrologic Monitoring
- Vegetation Monitoring
- GIS Mapping
- Gopher Tortoise Surveys/Relocations
- Environmental Resource Permitting
- Asbestos Sampling

PROJECT EXPERIENCE

COMBINATION BASELINE DOCUMENTATION/ENVIRONMENTAL SITE ASSESSMENT CONTRACT, DIVISION OF STATE LANDS, FLORIDA (NORTHSTAR – 2023 TO PRESENT)

Philip conducted a Phase I ESA and BDR for two 500-acre+ ranches (Kuder Ranch and Rocker Ranch) in Polk County, one 800-acre+ ranch (Goodno West) and one 1,100-acre+ ranch (Goodno East) in Glades County, and one 1,400-acre+ ranch (Ferguson Farm) in Hendry County. This work was conducted following ASTM 2247 and per FDEP DSL guidelines. Philip's contribution to these projects was to conduct the field assessment, which involved documenting natural communities, endangered or listed species, invasive species, all man-made structures and roads, as well as determining current and past land use, interviewing landowners, and providing photo-documentation for the reports. He was a primary author and environmental professional for each of these reports.

LAND ACQUISITION SERVICES CONTRACT, SARASOTA COUNTY, FLORIDA (NORTHSTAR – 2023 TO PRESENT)

Philip conducted a Phase I ESA and BDR for a 900-acre+ ranch (Longino Ranch) in Sarasota County on behalf of Sarasota County's Environmental Sensitive Lands Protection Program. This work was conducted following ASTM 2247 and per FDEP DSL guidelines. Philip's contribution to this project was to conduct the field assessment, which involved documenting natural communities, endangered or listed species, invasive species, all man-made structures and roads, as well as determining current and past land use, interviewing landowners, and providing photo-documentation for the reports. He was a primary author, environmental professional, and signatory for each of these reports. Philip has also completed Phase I ESAs and a Phase II ESA under this contract for a golf course, residential properties, and additional ranchlands.

PHILIP STEIN

Environmental Scientist
Tampa, Florida



PROFESSIONAL TRAINING AND CONTINUING EDUCATION

- Florida State University
Certified Public Manager (Levels I-VII)
- Florida Department of
Transportation Supervisor
Academy
- Florida Department of
Transportation Statewide
Environmental Management
Training
- Florida Department of
Environmental Protection
Wetland Delineation Workshop
- Florida Association of
Environmental Soil Scientists
Hydric Soil Workshop

DISTRICTWIDE CONTAMINATION ASSESSMENT AND REMEDIATION SERVICES, FDOT DISTRICT 5, FLORIDA (STATE OF FLORIDA – 2019 TO 2023)

NorthStar holds the FDOT District 5 contamination and remediation contract which encompasses central Florida. Philip serves as a Contract Manager and Senior Scientist for this contract. In his various roles under this contract, Philip has provided all aspects of contract management as well as project management for various contamination assessments associated with roadway construction and FDOT operated facilities.

FDOT TURNPIKE ENTERPRISE, STATEWIDE, FLORIDA (STATE OF FLORIDA – 2019 TO 2023)

As the Environmental Administrator, Philip was responsible for all environmental reports, budgets, and schedules including cultural resources, wetlands, listed species, highway traffic noise, and contamination. Philip ensured projects followed the National Environmental Policy Act, Federal Highway Administration rules, the PD&E manual, and all other state and local regulations. He evaluated transportation projects to determine environmental impacts and coordinated with the appropriate agencies or department personnel to resolve environmental conflicts.

SHUTTLE LANDING FACILITY, NASA CONTINUING SERVICES CONTRACT, KENNEDY SPACE CENTER, FLORIDA (JONES EDMUNDS – 2009 TO 2019)

Philip was a natural resources scientist for a project at the Shuttle Landing Facility at the Kennedy Space Center, which is the area surrounding the runway used by past shuttle missions and NASA. Philip completed wetland delineations, habitat assessments, habitat mapping, Uniform Mitigation Assessment Method (UMAM) analysis, Environmental Resource Permit application packages with the SJRWMD and USACE, and wildlife surveys for Florida scrub jay, gopher tortoise, and eastern indigo snake in this area to assist in designing a new building and associated stormwater facilities.

SPACE FLORIDA SHILOH LAUNCH COMPLEX – KENNEDY SPACE CENTER, BREVARD COUNTY, FLORIDA (JONES EDMUNDS 2009 TO 2019)

Philip was a project scientist for the Environmental Impact Statement completed for a proposed 200-acre launch complex at the Kennedy Space Center. He assisted the team with general wildlife surveys, vegetation mapping, informal wetland delineations, and habitat assessments. Species specific surveys following agency protocols were completed for gopher tortoise, Florida scrub jay, migratory birds, and indigo snakes. He served as a contributing author for the natural resource sections of the document submitted to NASA and filed in the Federal Register.

PHASE I ENVIRONMENTAL SITE ASSESSMENTS – VOLUSIA AND FLAGLER COUNTY, FLORIDA (UNIVERSAL ENGINEERING SCIENCES 2005 TO 2009)

Philip was a project scientist and manager for over 100 Phase I ESAs within the Volusia and Flagler County area. These assessments were completed for various due diligence property acquisitions for small residential lots, commercial strip malls, churches, industrial facilities, gas stations, retirement centers, automotive repair, farmland, vacant land, large acreage tracts, and governmental facilities.



PHILIP L. GLOVER, PG, LEP

Senior Geologist
Tampa, Florida



EXPERIENCE – 24 YEARS

EDUCATION

Bachelor of Arts, Geology, Ohio State University

Master of Science, Geology, University of Akron

LICENSES

Florida PG (No. 2449)

PROFESSIONAL HIGHLIGHTS

- ✓ 22 years as a Florida Geologist
- ✓ 19 years of experience working on FDOT CAR contracts
- ✓ Responsive Contract Manager with a focus on client satisfaction
- ✓ Extensive experience developing cost estimates and scopes of work for Level II and Level III activities

SUMMARY

Philip has 24 years of experience in the field of geology including over 22 years in the environmental industry within the State of Florida. Philip is currently the Contract Manager for NorthStar's contamination assessment and remediation contract with FDOT Districts 1 and 5. He was also the Assistant Contract Manager for NorthStar's former CAR contract with FDOT District 7. Philip has performed a variety of duties including Level I and Level II ESAs for roadway expansion and land acquisition projects, Impact to Construction Assessments, Tank Closure Assessments, Mold Assessments, asbestos and lead based paint surveys, source removals, well abandonments, groundwater data acquisition, ground and surface water sampling, soil sampling, vertical surveying, drilling oversight, dewatering, water treatment and other various environmental/ engineering activities. Philip has been responsible for developing cost estimates and scopes of work for remedial construction activities and has managed the projects from inception to completion, managing all financial, technical, and regulatory elements.

PROJECT EXPERIENCE

LEGACY TRAIL LEVEL II AND LEVEL III - FDOT DISTRICT ONE CONTRACT BEA33, SARASOTA, FLORIDA

As a contract manager, Philip set up Level II and Level III efforts and coordinated all aspects of the project from preparation of the work plan/cost estimate to project billing. Philip directed NorthStar sampling crews conducting the Level II assessment, which included soil borings and temporary monitor wells along a former railroad corridor (currently a pedestrian and bicycle trail). Additionally, a former machine shop with a documented release was located within the project corridor. Based on the results of the Level II ICA, most of the trail required excavation and disposal of soils. During the Level III phase, Philip provided personnel to conduct manifesting of the contaminated soil and provided transportation and disposal of the soils to a licensed disposal facility.

FT. MYERS OPERATIONS CENTER SOURCE REMOVAL - FDOT DISTRICT ONE CONTRACT BEA33, CAPE CORAL, FLORIDA

NorthStar responded to a report of a black, tar-like substance reported near a truck wash pad on August 11, 2022. Philip conducted the initial assessment, which involved advancing soil borings around the visible area of the substance to determine the size of the release beneath the ground surface. Philip also drummed the substance located at the ground surface into a 55-gallon steel drum. Additionally, Philip collected a sample of the substance to be analyzed at the laboratory for waste characterization purposes. The source removal was conducted on August 25, 2022, during which 40.07 tons of the substance were removed and transported to a licensed disposal facility. Philip also prepared the Source Removal Report for submittal.

SENIOR GEOLOGIST – FDOT DISTRICT ONE, SR 542 FROM 1ST ST. TO BUCKEYE LOOP ROAD, WINTER HAVEN, FL

Philip Glover set up Level II, Level III, and UST removal efforts and coordinated all aspects of the project from preparation of the work plan/cost estimate to project billing. Philip subcontracted a direct push technology rig to assist with the Level II assessment, which identified two petroleum facilities with on-site soil or groundwater contamination. Philip obtained a NPDES permit for the Former Murphy Grocery site in case dewatering was necessary within 500 feet of the site. Based on his knowledge of NPDES regulations, Philip

PHILIP L. GLOVER, PG, LEP

Senior Geologist

Tampa, Florida



PROFESSIONAL TRAINING AND CONTINUING EDUCATION

OSHA 40-Hour HAZWOPER
Training, with refreshers
updated annually

Asbestos Contractor /Supervisor
Initial Course (No. LET-
012374)

First Aid/CPE, updated
biannually

US Department of Homeland
Security (FEMA) – ICS 100,
Introduction to Incident
Command Systems, 2006

Certified CSX Roadway Worker,
updated annually

FDOT Advanced MOT Training
FDOT Tier 1 Illicit Discharge
Detection Training

US DOT Hazard Communication
Training per 49 CFR 172,
Subpart H

Defensive Driving

saved FDOT the expense of having water treatment equipment on site by monitoring only the effluent discharge and avoided additional risk to the environment. Philip also set up and coordinated the removal of two underground storage tanks at the Former View Point Motors site to facilitate construction.

SENIOR GEOLOGIST – FDOT DISTRICT ONE, POST-HURRICANE IAN DEBRIS STAGING AREA SAMPLING, CHARLOTTE, DESOTO, GLADES, HARDEE, HENDRY, HIGHLANDS, MANATEE, LEE, POLK, AND SARASOTA COUNTIES, FL

Philip prepared work plans, coordinated, and performed soil and groundwater sampling at proposed hurricane debris staging areas in preparation for hurricane recovery efforts. The assessments were conducted to meet the guidance provided in the FDEP's "Guidance for Establishment, Operation and Closure of Disaster Debris Management Sites". The assessments began shortly after Hurricane Ian and included 16 sites, 11 of which contained soil and/or groundwater contamination prior to staging.

SENIOR GEOLOGIST – FDOT DISTRICT ONE, US 27 AT HAMMOCK ROAD BIOMEDICAL WASTE EMERGENCY RESPONSE, SEBRING, FL

On January 22, 2018, NorthStar provided emergency response services for the assessment and cleanup of petroleum- and blood-impacted absorbent materials and debris staged on the east side of US 27 at Hammock Road. The waste was generated from a two-vehicle collision that occurred on US 27 northbound at Hammock Road in Sebring. Philip and NorthStar personnel moved the biomedical waste and other materials into two, 55-gallon steel drums that were staged on-site for subsequent removal. Philip screened the soils under the waste piles using an Organic Vapor Analyzer, in addition to visual and olfactory methods, but found no evidence of cross-contamination. NorthStar provided District 1 with an Emergency Response Report to document the response activities.

SENIOR GEOLOGIST – BRIDGE 160030 ACM ABATEMENT, FDOT DISTRICT 1, LAKE LAND, POLK COUNTY, FL

Philip supervised the abatement of ACM bearing pads on Bridge 160030 concurrent with bridge demolition activities during road construction. To facilitate the rapid demolition of the bridge and the safe removal of the bearing pads, the sections of bridge deck and support columns containing the bearing pads were removed from the bridge and set aside in an exclusion zone. The ACM abatement workers removed the ACM bearing pads within the exclusion zone. Philip identified which sections contained ACM bearing pads vs. joint compound, which kept the ACM abatement workers on task. Additionally, Philip served as the health and safety officer at the site.

SENIOR GEOLOGIST – FDOT DISTRICT ONE, US 17 FROM W 9TH ST TO W 3RD ST, ZOLFO SPRINGS, FL

Philip set up Level II and Level III efforts and coordinated all aspects of the project from preparation of the work plan/cost estimate to project billing. Philip subcontracted a direct push technology rig to assist with the Level II assessment, which included 26 soil borings and five temporary monitor wells along a former railroad corridor located in Zolfo Springs. Additionally, a petroleum facility with a documented release was located within the project corridor. He obtained a NPDES permit for discharge from petroleum contaminated sites in case dewatering was necessary within 500 feet of this facility. Based on the results of the Level II ICA, three separate areas required excavation and disposal of soils. During the Level III phase, Philip directed NorthStar personnel to excavate the soils from within the limits of construction and backfilled the three areas with clean backfill.



Katie McNeal, PE

Civil & Water Resource Engineer

Tampa, Florida



EXPERIENCE – 7 YEARS

EDUCATION

Bachelor of Science, Civil
Engineering, Texas A&M
University, 2017

LICENSES

Florida, PE (No. 100834)
Texas, PE (No. 141925)

PROFESSIONAL TRAINING AND CONTINUING EDUCATION

HEC-RAS User Course
ESRI User Courses – Multiple
Innovyze InfoWater User Course
Texas Master Naturalist Certification
IPWEA Asset Management
Certification

PROFESSIONAL HIGHLIGHTS

- ✓ 4 years as a Texas Professional Engineer
- ✓ Recently licensed Florida Professional Engineer
- ✓ 7 years of municipal and private engineering experience

SUMMARY

Katie is a Senior Professional Engineer in the Water Resources group at NorthStar with over 7 years of experience providing professional engineering consulting and project management services. Katie's work experience includes project management, design, hydraulic modeling, asset management planning, water and wastewater master planning, emergency water event response, and cost estimating. During her time as a Water Resources Engineer for the City of Austin, Texas, Katie managed four stream restoration projects, developed an open channel asset management plan, performed monthly water system operations risk modeling, and completed over 100 water service modeling analyses for new developments.

Katie is currently serving as Project Engineer for the SWFWMD Water Control Structure Inspections Task Work Assignment and the SFWMD Miami Canal North Phase 1 Conveyance Improvements.

PROJECT EXPERIENCE

HYDRAULIC MODELER – SERVICE EXTENSION REQUESTS, AUSTIN, TX

Katie supported new developments being built in the City of Austin by completing over 100 Service Extension Request (SER) hydraulic modeling analyses. Katie used InfoWater to determine if the existing water distribution system could support the developments' projected water demands, often performing fire hydrant flow tests to calibrate the hydraulic models. She calculated and designed water main upgrades and resiliency plans for developments with undersized water infrastructure. Katie also completed SERs for large developments such as the Tito's distillery and Tesla Cybertruck facility, which required recurring meetings with developers and iterations over many months.

HYDRAULIC MODELER – WATER DISTRIBUTION SYSTEM OPERATIONAL RISK MODEL, AUSTIN, TX

Katie served as Project Engineer for the City of Austin Water Distribution System Operational Risk Model to ensure the City's water system operated consistently during maintenance activities and outages. Katie was responsible for collecting monthly data from water treatment plant and distribution system staff, calculating projected water usage data for the following six months, calibrating, running and troubleshooting the Model, producing color-coded pressure zone maps, and presenting the results to City staff. The modeling results were used to prioritize water system maintenance projects throughout the year.

PROJECT MANAGER – THOMPKINS DRIVE STREAM RESTORATION CAPITAL IMPROVEMENTS PROJECT, AUSTIN, TX

Katie served as Project Manager for the City of Austin Thompkins Drive Urban Stream Stabilization Capital Improvements Project, reviewing design plans and specifications and assisting with requests for information responses to the consultant during the Design phase of the project. This project redesigned a creek channel that was causing severe erosion in the backyards of eighteen homes, focusing on natural engineering

methods. Katie served as the point of contact for communications with residents and developed and led community presentations.

PROJECT MANAGER AND DESIGN ENGINEER – AVERING LANE STREAM RESTORATION IN-HOUSE PROJECT, AUSTIN, TX

Katie served as Project Manager and Design Engineer for the City of Austin Avering Lane Urban Stream Stabilization In-House Project, performing hydraulic modeling analysis and developing design plans for the new channel. This project redesigned a creek channel that was causing severe erosion in the backyards of nine homes, using a rock riprap grade control structure, a natural channel bed, and limestone block walls along banks. Katie used HEC-RAS hydraulic modeling software to perform design calculations and served as the point of contact for communications with residents.

PROJECT MANAGER – PARK PLAZA URBAN STREAM STABILIZATION CAPITAL IMPROVEMENTS PROJECT, AUSTIN, TX

Katie served as Project Manager for the City of Austin Park Plaza Urban Stream Stabilization Capital Improvements Project, reviewing design plans and specifications and assisting with requests for information responses to the consultant during the Design phase of the project. This project redesigned a creek channel that was causing severe erosion in the backyards of five homes and one apartment complex. Elements such as limestone block walls, a natural channel bed, and native planting along banks were used in the design. Katie served as the point of contact for communications with residents and developed and coordinated with external stakeholder organizations.

PROJECT MANAGER – OPEN CHANNEL ASSET MANAGEMENT PLAN, AUSTIN, TX

Katie served as Project Manager for the City of Austin's first Open Channel Asset Management Plan. The purpose of the plan was to catalog, analyze, and prioritize maintenance and restoration projects for the City's 800 miles of open channel (creek) assets. The project integrated input from six teams at the City of Austin Watershed Protection Department, incorporating water quality and ecology, erosion and flood risk, and community safety and equity elements into the project scope. Katie was responsible for gathering creek asset condition data, holding monthly stakeholder meetings, performing criticality and risk analysis, and developing an Asset Management Plan report.

HYDRAULIC MODELER – SAN ANTONIO WATER SYSTEM SANITARY SEWER OVERFLOW REDUCTION PROGRAM, SAN ANTONIO, TX

Katie provided hydraulic modeling expertise to support the redesign of the sewer system for the San Antonio Water System (SAWS) Sanitary Sewer Overflow Reduction Program. The project scope included monthly reports with existing system analyses, hydraulic profile graphics, and proposed system upgrades. Katie modeled SAWS' existing wastewater system and demands using InfoWorks ICM to determine where sanitary sewer overflows were occurring and developed dozens of hydraulic profiles for wastewater mains throughout the city of San Antonio.



NICK NARINE

Civil & Water Resource Engineer
Tampa, Florida



EXPERIENCE – 6 YEARS

EDUCATION

Bachelor of Science, Civil
Engineering, Florida Gulf Coast
University, 2019
Bachelor of Science, Environmental
Engineering, Florida Gulf Coast
University, 2019

PROFESSIONAL HIGHLIGHTS

- ✓ 6 years of experience serving as an engineer in wastewater
- ✓ Extensive experience in construction and water resources

SUMMARY

Mr. Narine is a Staff Engineer with NorthStar working in the water resources division. Prior to working with NorthStar, Mr. Narine was a field engineer with a company who specialized in constructing underground cutoff walls primarily composed of bentonite slurry and was involved with the quality control of the slurry mixtures. Mr. Narine also has experience reviewing utility deviations, availability letters, and FDEP permits for the Collier County water and wastewater departments. Throughout college, Mr. Narine had three separate internships where he was involved with concrete testing and quality control, structure inspections, and surveying.

PROJECT EXPERIENCE

STAFF ENGINEER – CONSERVATION WATER CONTROL INSPECTIONS (65 STRUCTURES), SWFWMD, MULTIPLE COUNTIES, FL

This project consisted of the inspection and assessment of 65 water control structures spread across an approximately 100-mile radius (two TWAs). The structures varied from simple flashboard risers and culverts to large concrete structures with multiple gates, as well as a pump station. Mr. Narine was responsible for the inspection and assessment of civil, structural, and mechanical aspects of the structures. He also coordinated with electrical and underwater inspectors that were included in the inspection program. The report for each structure included observed major or minor deficiencies that were ranked according to the severity and the need for immediate action, if the deficiency could be corrected during the next maintenance cycle, or merely monitored for worsening. The ranking also included how critical the deficiency was to the structure operation as well as recommendations for correcting the deficiencies.

STAFF ENGINEER – S-353 SPILLWAY RECONSTRUCTION AND REPAIRS, SWFWMD, CITRUS COUNTY, FL

It has been determined that the S-353 Spillway is experiencing voids under multiple concrete slabs and faulty drainage through the toe and sill drains. The District has contracted Southern Road and Bridge to perform the necessary spillway repairs. The plans for these repairs have been made by the NorthStar team. NorthStar has also been tasked with performing the Construction Engineering Inspection work to ensure the construction is done according to plans and specifications. Mr. Narine is responsible for being on-site during major construction activities in order to photograph, document, and convey the progression of the project to the involved parties.

STAFF ENGINEER – EAA CANAL CONVEYANCE IMPROVEMENT PROJECT, SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD), PALM BEACH COUNTY, FL
NorthStar is leading a team of engineers, hydraulic/hydrologic water modelers, and surveyors in the study and design of the necessary conveyance improvements to two existing canals in Palm Beach County, the Miami Canal and the North New River Canal, which move water south out of Lake Okeechobee through the Everglades Agricultural Area Basin to the stormwater treatment areas (STAs). Mr. Narine's responsibilities include finding aerial photos from FDOT databases used on profile sheets, as well as various volume calculations of material used to rebuild the embankments along the Miami Canal. Throughout the progression of this project,

NICK NARINE

Civil & Water Resource Engineer
Tampa, Florida



Professional Training & Continuing Education

- OSHA 40-Hour Hazardous Waste Operations and Emergency Response (HAZWOPER) Training, 2020
- OSHA 30-Hour Construction Safety and Health, 2020
- MSHA 24-Hour Construction Safety and Health, 2021

Professional Licenses/Organizations

- American Society of Civil Engineers
- Florida Engineering Society

Mr. Narine has had the opportunity to contribute to writing of the design documentation reports as well as the technical specifications.

STAFF ENGINEER – BISCAYNE BAY COASTAL WETLANDS – CUTLER FLOW WAY, SFWMD, MIAMI-DADE COUNTY, FL

NorthStar is tasked with updating the engineering, modeling, analysis, design, and specifications to achieve the project objectives at the best construction value. The project improves the distribution of freshwater to Biscayne Bay and Biscayne National Park by re-directing runoff from the C-1 basin to coastal wetlands along Biscayne Bay. Tasks include adding parcels to the rehydration area, modeling for the conveyance and spreader canals to incorporate new information, and re-designing culvert crossings and the 400 cfs pump station. The update utilizes current codes, technical references, and standard details. Mr. Narine performs research and calculations in order to design mosquito ditch plugs and intersections between roads and culverts. He has also been involved in writing the technical specifications and design report.

STAFF ENGINEER – CITY OF ST. PETERSBURG – 7TH STREET NORTH PEER REVIEW, SFWMD, PINELLAS COUNTY, FL

NorthStar was tasked with conducting a third-party review of the City of St. Petersburg's 60% design package for the 7th Street North, 50th Avenue North and Vicinity Storm Drainage Improvements. The project consisted of the third-party review for the 60% plans of construction of stormwater improvements for the neighborhood west of 4th Street North between 50th Avenue North and the 54th Avenue North canal. The proposed drainage improvements include low impact development (LID) techniques and increased conveyance capacity via enlarged conduits to alleviate flooding during the 100-year, 24-hour storm event. Mr. Narine's role in the third party review involved reviewing the plans to evaluate constructability issues, such as any major utility impacts, permitting requirements, and "fatal flaws" with the proposed design. He also performed a cost estimate of the project to confirm the given estimate was reasonable.

STAFF ENGINEER – COST ESTIMATION FOR WATER CONTROL STRUCTURES DRUM AND CABLE LIFT SYSTEMS AND GATES, SWFWMD, HILLSBOROUGH COUNTY, FL

The SWFWMD tasked Northstar to perform professional services in support of Chapter C, Design, Permitting, and Construction Inspection of Natural and Water Conveyance Systems in support of Planning Program Development and Budgeting in order to support the SWFWMD with class 5 Engineer's Opinion of Probable Cost Estimates (cost estimates), as defined by the Association for the Advancement of Cost Engineering (AACE) or similar estimate system, for the replacement of gates and lift systems for eight water control structures throughout the Tampa area. The existing gates will be restored or replaced with stainless steel gates and the existing hydraulic lift systems are being replaced with drum and cable lift systems. This cost estimate included the following 8 structures: S-160, S-162, S-551, S-161, Inglis Bypass, Inglis Dam, S-155, and S-159 Upper. Mr. Narine's roll in the cost estimate included attending site visits at each structure, and creating excel worksheets that demonstrated a cost estimate for each component of the project including: Permits/Mobilization, Bypass Operations/Dewatering, Demolition/Disposal, Modification of the Existing Structure, Control Building, Mechanical, and Electrical.



KIRK W NOONAN

Modeler/CADD Manager

West Palm Beach, Florida



EXPERIENCE – 23 YEARS

EDUCATION

Fachabitur (AA in Applied Technology), Fachoberschule Eutin, Eutin, Germany, 1994

3 Years Toward BSCE, Fachhochschule Lubeck (Polytechnical University Luebeck), Luebeck, Germany, 1994 to 1998

LICENSES

LEED AP, US Green Building Council
FAA Part 107 Licensed sUAS Pilot

PROFESSIONAL HIGHLIGHTS

- ✓ 24 Years of H&H modeling experience with diverse software packages
- ✓ 20 Years of Civil 3D management, deployment and training provider

SUMMARY

Mr. Noonan is the Lead Modeler for NorthStar's Water Resources Group. He has nearly 25 years of experience in stormwater modeling and design, project management, permitting, field data acquisition, and construction project field inspection. Mr. Noonan has completed many diverse stormwater modeling projects ranging from small site plans to Everglades Agriculture Area conveyance improvement projects to a 31,000+ acre, multi basin modeling effort of the Upper St. Johns River Basin.

PROJECT EXPERIENCE

MODELER – MALLORY SWAMP, SUWANEE RIVER WATER MANAGEMENT DISTRICT, LAFAYETTE COUNTY, FL

Mr. Noonan served as lead modeler for this hydraulic and hydrologic groundwater-coupled surface watershed model which encompassed the drainage area of the 31,000± acre Mallory Swamp area. The ICPR v4 model was a hybrid 1D-2D surficial model consisting of man-made conveyances, culverts, natural channels and surface flows. He planned and implemented a data collection strategy for verification of model results. The model used a variety of connections into a groundwater model as boundary conditions and initial stage elevations to evaluate the effectiveness of past water-control measures implemented by the District under various rainfall and groundwater conditions.

MODELER/CADD – BISCAYNE BAY COASTAL WETLANDS – CUTLER FLOW WAY, SFWMD, MIAMI-DADE COUNTY, FL

The project improves the distribution of freshwater to Biscayne Bay and Biscayne National Park by re-directing runoff from the C-1 basin to coastal wetlands along Biscayne Bay. Tasks include adding parcels to the rehydration area, modeling for the conveyance and spreader canals to incorporate new information, and re-designing culvert crossings and the 400 cfs pump station. NorthStar is updating the engineering, modeling, analysis, design, and specifications to achieve the project objectives at the best construction value. The update utilizes current codes, technical references, and standard details. Mr. Noonan assisted with updating the project drawings to reflect the re-design of the facilities. As part of NorthStar's water resources team, Mr. Noonan is also updating 1D and 2D FESWMS/HEC-RAS models to the current HEC-RAS version using the updated design's conveyance and revised pump capacities. Mr. Noonan is liaising with the survey sub-contractor to integrate additional/revised topographic data into both the project drawings and the modeling efforts.

MODELER – C-51 RESERVOIR, PALM BEACH COUNTY, FL

The C-51 Reservoir will provide a sustainable and affordable regional water supply source to meet the future raw water demands for Palm Beach and Broward Counties for the next 50 years. The 2,200-acre reservoir should store up to 61,000 acre-feet of raw water at full build out. As the design of the reservoir evolved, Mr. Noonan used HEC RAS 5.0.7 to model flow directions and velocities at the inlet/outfall to optimize flows from L-8 to C-51 to reduce wind fetch length into a new structure and to optimize the size/shape of the outfall area to minimize scour and erosion.

KIRK W NOONAN

Modeler/CADD Manager

West Palm Beach, Florida



Professional Training & Continuing Education

- 2020 HEC-RAS 2D-Virtual Course, Association of Dam Safety Officials
- Interconnected Pond Routing Software Workshop, Streamline Technologies, Inc.
- Stormwater Inspector Trainer Training, Florida Department of Environmental Protection
- Certified Stormwater Inspector, Florida Department of Environmental Protection
- Records Management Seminar, Florida Department of State
- Autodesk Civil 3D Certified Professional

MODELER/CADD – EAA CANAL CONVEYANCE IMPROVEMENT PROJECT, SFWMD, PALM BEACH COUNTY, FL

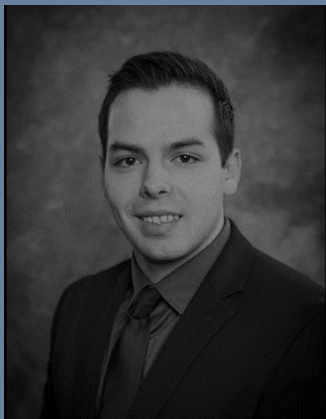
NorthStar is leading a team of engineers, hydraulic/hydrologic water modelers, and surveyors in the study and design of the necessary conveyance improvements to two existing canals in Palm Beach County, Miami Canal and the North New River Canal, that move water south out of Lake Okeechobee through the Everglades Agricultural Area Basin to the stormwater treatment areas (STAs). Mr. Noonan assisted the team with coordination and quality control of the boundary and topographic survey data as well as the HEC-RAS 1D modeling. As the project moved into the design phase, Mr. Noonan led the modeling of the various design iterations, writing hydraulic reports as well as the creation of the design topographic models and project drawings.

MODELER – SFWMD C111/FROG POND, MIAMI-DADE COUNTY, FL

Starting with an existing ICPR model of the C-111 canal Mr. Noonan conducted a review and calibration to existing conditions. The calibration consisted of comparing multiple model scenarios with observed conditions at key locations, including water surface elevations at the headwater/tailwater, S-200, Frog Pond Detention Area [FPDA], the FPDA Header Channel, associated weirs and the Aerojet connection box culvert.

MODELER – FELLSMERE JOINT VENTURE (FJV)/FELLSMERE WATER MANAGEMENT AREA, FJV, FELLSMERE, FL

The Fellsmere Water Management Area is a 10,000-acre reservoir owned and operated by the SJRWMD. The reservoir is located on lands acquired by the District from Fellsmere Joint Venture LLC through a land swap. Mr. Noonan was tasked with conducting a peer review of the District's SWMM5 stormwater model to ensure that it complied with the conditions of the land swap dictating that the proposed changes to the irrigation and drainage system of the 14,500-acre property not impact existing farm operations on the pre-construction parcel. Mr. Noonan worked with stakeholders to ensure the model accurately reflected existing conditions of the farms and recommended revisions to the proposed drainage system to ensure contract conditions were met.



DARIO BLAZEVIC

Civil & Water Resource Engineer

Tampa, Florida



EXPERIENCE – 5 YEARS

EDUCATION

Bachelor of Science, Civil
Engineering, Cleveland State
University, 2019

PROFESSIONAL HIGHLIGHTS

- ✓ 5 years as a civil engineer with construction management knowledge
- ✓ Extensive experience with canal conveyance projects and water resources

SUMMARY

With more than five years of experience as an engineer and Construction Materials Testing (CMT) technician, Mr. Blazevic is a highly resourceful civil engineer with a comprehensive understanding of construction management principles. He is proficient in implementing safety policies and procedures, develops descriptive data reports, and is competent in performing a wide variety of field-testing procedures. He is knowledgeable and experienced in soil, concrete, asphalt, and foundation testing and monitoring. His completion of tasks includes field monitoring in commercial and industrial areas regarding concrete and soils testing, moisture density relations of soils, asphalt inspection, foundation inspection, laboratory testing and other industry related inspections and monitoring.

PROJECT EXPERIENCE

STAFF ENGINEER 2 – EAA CANAL CONVEYANCE IMPROVEMENT PROJECT, SFWMD, PALM BEACH COUNTY, FL

Mr. Blazevic has been actively engaged in various phases of the Miami Canal and the North New River Canal projects. His contributions encompassed a range of critical tasks, including conducting quality control (QC) reviews of the project plans, reviewing quantities and writing the Design Documentation Reports (DDR). Additionally, he played a role in performing slope stability analyses for the canal slopes to ensure structural integrity and prevent the need for further adjustments to the slopes. Lastly, he addressed traffic concerns for the NNRC Improvements, Mr. Blazevic has proposed a plan that prioritizes safety and efficiency. Hauling operations will predominantly utilize the east levee road while exclusively relying on District, County, or FDOT-owned bridges. Turn and acceleration lanes will be employed to streamline traffic flow, with a strict prohibition on traffic crossing US 27 directly. For access to the MIA Canal Phase 1 and 2 projects, only light vehicle traffic will be allowed on Bolles Canal Rd as per the District Field Station's request. Additionally, bypass roads on both the west and east sides of Miami Canal North Phase 1 will be established to safeguard a potential bald eagle nesting site, including a 660-ft construction buffer, demonstrating a commitment to both safety and environmental conservation. Collectively, Mr. Blazevic's contributions have greatly enhanced the ongoing success of the project, ensuring it maintains high standards of quality and efficiency for both the Miami Canal and North New River Canal projects.

STAFF ENGINEER 2 – BISCAYNE BAY COASTAL WETLANDS – CUTLER FLOW WAY, MIAMI-DADE COUNTY, FL

Mr. Blazevic has been a vital contributor to multiple phases of this extensive, water control structures and conveyances channel project. He played a key role in the quality control (QC) process, meticulously reviewing all plan sets and cross-referencing them with design documentation report (DDR) to ensure document quality and consistency. Furthermore, his responsibilities extended to technical writing for the Design Documentation Report (DDR), where he documented project details and specifications. He also worked closely with the team to thoroughly review the final updates for both the design report and plans, which led to the creation of the Corrected Final and Ready-to-Advertise contract document set.

DARIO BLAZEVIC

Civil & Water Resource Engineer

Tampa, Florida



STAFF ENGINEER – S-353 SPILLWAY RECONSTRUCTION AND REPAIRS, HERNANDO COUNTY, FL

Mr. Blazevic performed construction management services (CMS) for the SWFWMD S-353 spillway project. His contributions encompassed a range of critical tasks, including the diligent capture of progress pictures and the preparation of daily field reports, which provided valuable insights into the project's development. Furthermore, he played a pivotal role in ensuring that all project elements were constructed precisely in accordance with the approved plans and specifications. His effective coordination with contractors, subcontractors, and the district project manager fostered a harmonious working environment and ensured project milestones were met. Additionally, Mr. Blazevic made certain that the close-out punch list was diligently addressed in line with the district's specific requests, thereby ensuring the project's successful completion.

STAFF ENGINEER – C-43 WEST BASIN STORAGE RESERVOIR, HENDRY COUNTY, FL

The Caloosahatchee River (C-43) West Basin Storage Reservoir Project was initiated under the Water Resources Development Act (WRDA) of 2000. The project consists of an above ground reservoir with a total storage capacity of approximately 160,000 acre-feet. The reservoir is in the C-43 Basin which spans Hendry, Glades, Charlotte, Collier, and Lee counties. This project was designed to capture C-43 Basin runoff and releases from Lake Okeechobee. Mr. Blazevic was responsible for quality control and testing services for the utilization of multiple borrow pits, embankment placement of ~22-million cubic yards of fill, the construction and inspection of pump stations and water control structures, the construction of 2 bridge structures, rip-rap testing for the creation of canals, field and lab testing for associated roadways and inspection and testing of associated drainage structures.

STAFF ENGINEER – CYPRESS STREET OUTFALL, HILLSBOROUGH COUNTY, FL

This project improved the drainage outflow along the western side of the downtown Tampa area. Project improvements consisted of the installation of 1,700 feet of different-sized box culverts (9 feet by 7 feet and 12 feet by 4 feet) with junction chambers, open channels, and a retaining wall. The improvements were located along Cypress Street from the Hillsborough River to the intersection of North Boulevard and Cass Street. Mr. Blazevic provided quality control and materials testing for this project.

Professional Training

- CTQP Earthwork Construction Inspection
- Level 1
- CTQP Earthwork Construction Inspection
- Level 2
- CTQP Concrete Field Technician – Level 1
- FDOT Concrete Field Technician - Level 1
- ACI Concrete Field-Testing Technician Level 1
- Nuclear Safety Certification
- OSHA 10: Construction Safety Certified



MINA BEBAWY

Construction Management and Inspection
West Palm Beach, Florida



EXPERIENCE – 9 YEARS

EDUCATION

B.S., Mechatronics & Robotics
Engineering, Assuit University, Egypt,
2012

PROFESSIONAL HIGHLIGHTS

- ✓ 9 years as a Florida Engineer/Inspector
- ✓ Extensive experience with stormwater treatment
- ✓ Conducts quality assurance checks and construction inspections

SUMMARY

Mr. Bebawy has 9 years plus of progressive experience in civil works and land-related infrastructure and environmental projects. He has been working on various Water Management District projects during this time and has had the opportunity to work closely with multiple District Project Managers and personnel, along with other stakeholders and contractors, to deliver several successful District projects. Mr. Bebawy has worked on numerous projects that include levees, canals, pump stations, water control structures, culverts, weirs, and other components related to restoration projects. His experience includes a wide range of roles including QA/QC material testing, staff and project engineer, engineer during construction, construction inspection quality assurance/control, cost tracking and reconciliation, and civil design. He has specialized knowledge of the South Florida Water Management District (SFWMD), infrastructure Ready to Advertise contract documents, standard design specifications, design criteria memorandums and construction quality assurance, and control procedures.

PROJECT EXPERIENCE

SENIOR ENGINEER – EAA CANAL CONVEYANCE IMPROVEMENT NORTH NEW RIVER CANAL PROJECT, SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD), PALM BEACH COUNTY, FL

Mr. Bebawy is working as an Engineer During Construction (EDC) representative for NorthStar as the EOR, during the construction of the North New River Canal. The project consists of approximately 11 miles of canal dredging to increase conveyance capacity of the North New River (NNR) Canal by 200 cubic feet per second (cfs) while keeping water stage levels and flow velocities within specified parameters. The conveyance will be increased by excavating material from the bottom and side slopes of the existing canal along three (3) identified canal segments. Dredge spoils are mechanically and hydraulically dredged to achieve the desired canal cross-section. Dredge spoils are pumped or hauled to a nearby Dredge Material Management Area (DMMA) location referred to as the Woerner Tract.

Some of Mr. Bebawy's relevant experience on the project includes reviewing and assisting the District in responding to shop drawings submittals, Requests for Information (RFIs), Requests for Clarification (RFCs), Requests for Proposals (RFPs), Change Orders (COs), Field Orders (FOs), Value Engineering (VE) Proposals. Mr. Bebawy also attends and facilitating construction meetings to discuss and resolve with the CMS, construction Contractor, Army Corps of Engineers, and District stakeholders. He also is responsible to examine critical design components throughout construction, and reviewing of testing results as well as quality control and quality assurance manuals and programs, surveys, as-built drawings, and help facilitate contract close-out documentation.

SENIOR CONSTRUCTION SPECIALIST – STORMWATER TREATMENT AREA (STA) 1W EXPANSION #2 PUMP STATIONS G-780, G-781, AND G-782, SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD), PALM BEACH COUNTY, FL

Mr. Bebawy was a Construction Inspector and Quality Assurance Specialist during the construction of the STA-1W Expansion #2 area. The project consists of approximately 2,071-acres of new STA connected to the existing Stormwater Treatment Area 1 West (STA 1W) complex to provide additional water quality treatment to the western and eastern flow-ways of STA-1W. Project features included two 500 cfs and one 625 cfs

pump stations with both diesel and electric pumps, concrete lined connection canal, and associated STA levee and canal infrastructure.

Relevant experience included CMS inspection of reinforcing steel, formwork, concrete placement, subgrade approval, quality assurance, testing coordination, thorough daily documentation of design features including pump station construction, levee construction, canal construction, boat ramp construction, piles installation (sheet, concrete, and timber), RIPRAP placement, drainage structure installation, stilling well installation, and other typical features of SFWMD projects. He actively participated in bi-weekly progress meetings with the District, contractor, CMS team, and other project stakeholders to discuss construction progress and construction-related issues.

SR. ENGINEERING INSPECTOR – C-44 STORMWATER TREATMENT AREA (STA), SOUTH FLORIDA WATER MANAGEMENT DISTRICT, INDIANTOWN, FL

Mr. Bebawy was a Construction Inspector and Heavy Construction Cost Specialist during the construction of the 6,000-acre C-44 Stormwater Treatment Area (STA) designed to capture portions of C-44 basin runoff to attenuate flows and improve water quality. Relevant project features included gated inflow control structures, outflow weirs, RCP structures, control buildings, 10' x 10' box culverts, temporary hydration pump station S-401T, and over 10 miles of levee and canal infrastructure.

Mr. Bebawy performed weekly reconciliation and prepared weekly/monthly T&M billing reports, calculated average burn rate from previous actual cost to be used for future cost projection to maintain the project budget, and reviewed lump sum subcontractor cost, general expenses and monthly pay application.

Relevant experience included reinforcing steel, formwork, concrete placement, subgrade approval, quality assurance, testing coordination, levee construction, slope washouts repairs, cells grading, canal construction, RIPRAP placement, stilling well installation, sod and seed placement, HCSS heavy jobs tracking and reconciliation, thorough daily documentation of design features including levee construction, canal construction, culvert construction, drainage structure installation, stilling well installation, and other typical features of SFWMD projects.

He actively participated in bi-weekly progress meetings with the District, contractor, CMS team, and other project stakeholders to discuss construction progress and construction-related issues.

SR. ENGINEERING INSPECTOR – STORMWATER TREATMENT AREA (STA) 1W EXPANSION NO. 1, SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD), PALM BEACH COUNTY, FL

Mr. Bebawy was a Quality Assurance and CMS Inspector for this project during the construction of 19 miles of earthen levees; 15 miles of discharge, collection, and spreader canals; 9 concrete water control structures; 14 pre-cast box concrete culverts; 8 articulated block boat ramps; and 4 articulated block overflow weirs. His responsibilities included observation and inspection of earthwork for subgrades, material placement for levee construction, backfilling operations, canal excavations, rip-rap installation, and sloping and grading.



BRIAN KELSAY, PE

Civil & Water Resource Engineer
Jacksonville, Florida



SUMMARY

Brian Kelsay is a Professional Engineer with over 24 years of experience in environmental engineering in Florida. Mr. Kelsay has served as a project manager on various projects including design, permitting and construction. He has also served as a senior engineer supporting canal conveyance, hydraulic/hydrologic modeling and providing QA/QC reviews for each project.

EXPERIENCE – 24 YEARS

EDUCATION

Bachelor of Science, Environmental
Engineering, University of Florida,
2000

Professional Engineer, FL #64776

PROFESSIONAL HIGHLIGHTS

- ✓ 24 years as an environmental engineer with a focus on water resources
- ✓ Extensive experience with canals/dams, water resources and construction management

PROJECT EXPERIENCE

PROJECT MANAGER – MASTERS TRACT STORMWATER TREATMENT FACILITY, ST. JOHNS COUNTY PUBLIC WORKS, ST. AUGUSTINE, FL 2020-2023

Brian served as Project Manager for St Johns County Public Works. He managed this \$4.6 million dollar project from initiation to completion. He oversaw design, permitting, and construction of 6,796 square feet of laboratory building. Design aspects included hydrology, paving and drainage, water distribution, sewer collection, storm water retention and laboratory specialty building design (exhaust hoods, walk-in cooler, special corrosion resistant pipes, DI water distribution system). He ensured plans met all local codes including County, state, and Historic Society. Tasks on the project included conceptual design, field reconnaissance, environmental resource permitting with St Johns River Water Management District and FDEP, building permitting, preparing RFQ scope for design, conducting RFQ review of qualified bidders, preparing construction bid documents, conducting construction bid reviews, overseeing construction, approving shop drawings and submittals, and approving final As-Builts and permit closeouts.

Mr. Kelsay also managed a \$12 million dollar project from initiation to construction. He oversaw design, permitting, and construction of a 19-acre park including 4 ball fields, multi-purpose field, concession stand, and restrooms. Design aspects included hydrology, paving and drainage, water distribution, sewer collection, storm water retention, and building design. Tasks on the project included conceptual design, field reconnaissance, environmental resource permitting with St Johns River Water Management District and FDEP, building permitting, preparing RFQ scope for design, conducting RFQ review of qualified bidders, preparing construction bid documents, conducting construction bid review, overseeing construction, and approving shop drawings and submittals.

2015-2017

Brian served as the Project Manager for St Johns County Public Works. He managed this \$8 million dollar project from bid to construction. Oversaw design, permitting and construction of 34-acre stormwater treatment facility, that included manmade wetlands and a pumpstation. Design aspects included hydrology, paving and drainage, water distribution, nutrient loading and reduction, and storm water

retention. Brian ensured plans met all local codes including county, state, and Historic Society. Tasks included field reconnaissance, environmental resource permitting with St Johns River Water Management District, FDEP, and US Army Corp of Engineers, preparing construction bid documents, conducting construction bid review, overseeing construction, approving shop drawings and submittals, and approving final As-Builts and permit closeouts.

BRIAN KELSAY, PE

Civil & Water Resource Engineer
Jacksonville, Florida



SENIOR ENGINEER – EAA CANAL CONVEYANCE IMPROVEMENT PROJECT, SFWMD, PALM BEACH COUNTY, FL

NorthStar is leading a team of engineers, hydraulic/hydrologic water modelers, and surveyors in the study and design of the necessary conveyance improvements to two existing canals in Palm Beach County, the Miami Canal, and the North New River Canal, which all move water south out of Lake Okeechobee and through the Everglades Agricultural Area Basin to stormwater treatment areas (STAs). Brian supports the project providing plan reviews, QA/QC, and submittal reviews.

SENIOR ENGINEER – BISCAYNE BAY COASTAL WETLANDS – CUTLER FLOW WAY, SFWMD, MIAMI-DADE COUNTY, FL

NorthStar is tasked with updating engineering, modeling, analysis, design, and specifications to achieve project objectives at the best construction value. The project improves the distribution of freshwater to Biscayne Bay and Biscayne National Park by re-directing a runoff from the C- 1 basin into coastal wetlands along Biscayne Bay. Tasks include adding parcels to the rehydration area, modeling for the conveyance and spreader canals to incorporate new information, and re-designing culvert crossings and the 400 cfs pump station. The update utilizes current codes, technical references, and standard details. Brian supports the project by providing QA/QC and submittal reviews.

Jessica McRory, PE, LEED AP

SENIOR GEOTECHNICAL ENGINEER



Contact Information

813.944.3464
jmcory@arehna.com

5012 W. Lemon Street
Tampa, Florida 33609

Licenses

Professional Engineer
Florida Registration No. 68440, 2008
LEED Accredited Professional

Experience

21 years total
16 years at AREHNA

Education

Master of Science, Civil Engineering,
Geotechnical Concentration
University of South Florida, 2004

Bachelor of Science, Civil Engineering
University of South Florida, 2003

Career Summary

Ms. McRory has managed the geotechnical aspects of testing, design and construction for over a thousand engineering projects over the last 21 years. Her involvement has included analysis and evaluation of soil conditions pertaining to new construction design, as well as ongoing construction projects. Project experience has ranged from task order contracts to large FDOT projects. Other responsibilities have included coordinating geotechnical field and laboratory testing, as well as construction materials testing services. Evaluations have included soil and groundwater conditions, determining soil bearing capacity and consolidation characteristics and analyzing the performance of various types of foundation systems. Ms. McRory has provided recommendations for shallow foundations, various ground improvement techniques and deep foundation systems including driven piles, drilled shafts and augercast piles.

Project Experience

Engineering and Consulting Services, St. Pete Beach, Florida AREHNA supports this task order contract on an as-need basis. Projects include roadway, bridge and intersection improvements, water and wastewater, stormwater and drainage, facilities, parks and seawalls. Task included a new 36-foot by 18-foot elevated platform that will house the new backup generator and a 5,600 gallon tank for the existing pump station. Ms. McRory serves as the Contract Manager and provided project oversight, field and laboratory coordination and site recommendations.

St. Pete Beach, 36th Avenue Seawall Repair, St. Pete Beach, Florida This project consists of replacing an approximately 30 LF section of concrete seawall with a living shoreline. Ms. McRory serves as the Project Manager responsible for project oversight, coordinating and overseeing drilling and laboratory testing programs, providing recommendations, engineering analysis and reporting.

Geotechnical Materials Testing and Inspection Continuing Services Contract St. Petersburg, Florida The work includes a variety of transportation and utility replacement projects. Ms. McRory coordinated and oversaw drilling and laboratory testing programs and performed engineering analysis and reporting.

Consulting Services for Stormwater Management Services, St. Petersburg, Florida AREHNA provides geotechnical engineering support services as a subconsultant on this stormwater improvements task order contract. Multiple sites throughout the city have been identified as flood prone areas with insufficient drainage. The purpose of our geotechnical study was to obtain information on the general subsurface conditions at the proposed project sites. Ms. McRory serves as the Project Manager.

Geotechnical & Materials Testing Contract, Pinellas County, Florida AREHNA is currently supporting multiple ongoing transportation projects. AREHNA has performed Contractor Quality Control testing as an extension of the County under this contract. Asphalt sampling and testing for several resurfacing projects and roadway improvement has been underway. Concrete and field soil densities were performed and FDOT log books have been maintained under this contract. Drilled shaft testing and inspections have been performed, as well as extensive asphalt testing and inspection.

City of Tampa A/E Continuing Services Contract, Tampa, Florida Ms. McRory served as the Senior Geotechnical Engineer – Work was performed on an as needed basis to support City of Tampa Public Works Projects. Services included drilling and laboratory testing, engineering analysis and reporting for drainage/stormwater and roadway projects, including Marjorie Rd., Kensington Ave. Drainage Study and Cleveland Street Improvements.

Roadways, Drainage, Structural, Civil and Traffic Engineering, Pinellas County, Florida Ms. McRory provides geotechnical engineering services on this task order contract consisting of roadways, sidewalks and drainage improvement projects to include 62nd Avenue Improvements, 42nd Avenue Sidewalk/Drainage Improvements, Philippe Park Pedestrian Bridge and Sand Key Park Pavement Improvements.

Miscellaneous A/E Services Contract for Potable Water, Wastewater and Reclaimed Water Projects (Main Replacement), St. Petersburg, Florida This project included the replacement of a Watermain in downtown St. Petersburg. Scope included a geotechnical study to obtain information on the general subsurface conditions at the proposed project alignment.

Miscellaneous Professional Services for Stormwater Management, Transportation & Bridge Improvement Services, St. Petersburg, Florida Ms. McRory served as the Project Manager for geotechnical engineering services on multiple transportation, bridge replacements and seawall rehab and replacement projects under this task order contract. Services included drilling and laboratory testing, engineering analysis and reporting. Ms. McRory was responsible for assisting with coordination and performing quality oversight for the project.

Placido Bayou Shoreline Restoration, St. Petersburg, Florida The lakes are located to the south and north of the intersection of Placido Parkway Loop and Quintana Place NE in St. Petersburg, Florida. AREHNA conducted geotechnical investigation to obtain information on the general subsurface conditions at the proposed project site. Ms. McRory provided site recommendations on natural methods for stabilizing the lake shorelines.

Transportation Production Management Support Contract (West River Redevelopment Living Shorelines and Multi-use Pathway), Tampa, Florida This project consists of improvements along multi-use paths to include site work, new/rehabilitated pavement, guard rails and pedestrian railing, lighting, landscaping, and seawall/shoreline repair or restoration. AREHNA conducted field geotechnical investigation at the proposed Living Shoreline locations including Tony Jannus Park, Tampa Preparatory School, and Blake High School. Ms. McRory provides project oversight, coordinates field and laboratory testing, geotechnical analysis, soils parameters and site recommendations.

Pasco County Continuing Professional Services for Pasco County Utilities (Public Infrastructure), Pasco County, Florida Ms. McRory supports this Capital Improvement Program (CIP) contract and other programs related to water, wastewater, reclaimed water, and solid waste systems for the Utilities department, Public Infrastructure Branch.

Material Testing Professional Consulting Services, Pinellas County, Florida AREHNA serves as the Prime Consultant on this as needed task order is contract. Task include sampling and testing construction materials. Projects under this contract include roadways, traffic signal poles, stormwater facilities and other City owned buildings and facilities. Ms. McRory serves as the Project Manager.

Subsurface Testing & Inspection Contract - Prime Contract, Hillsborough County, Florida AREHNA provided geotechnical engineering and construction oversight services under this continuing services contract. Projects have included multiple County sites for Hardened Maintenance Facilities and support other County developments. Geotechnical explorations are performed to obtain information on the general subsurface conditions of the proposed structures, stormwater facilities and parking lots. Ms. McRory served as the Senior Geotechnical and Contract Manager.

City of Tampa A/E Continuing Services Contract, Tampa, Florida Ms. McRory served as the Senior Geotechnical Engineer – Work was performed on an as needed basis to support City of Tampa Public Works Projects. Services included drilling and laboratory testing, engineering analysis and reporting for drainage/stormwater and roadway projects, including Marjorie Rd., Kensington Ave. Drainage Study and Cleveland Street Improvements.

Bridge Asset Management Contract, Hillsborough County, Florida Ms. McRory serves as the Project Manager for geotechnical engineering services on multiple consultant contracts for bridge rehab and repair projects under this task order contract. Services include field testing, drilling and laboratory testing, engineering analysis and reporting.

Culvert and Pump Station Rehabilitation Projects, Hillsborough County, Florida This task order contract consists of stormwater culvert, cross drain, side drain improvements, stormwater pump station rehabilitations and roadway and draining improvements. Ms. McRory serves as the Contract Manager responsible for project oversight, quality control, coordination for the field exploration, laboratory testing and geotechnical analysis, recommendations for site preparation, design, and construction.

District-Wide Materials & Testing CEI Support Continuing Services Contract, District One & Seven, Florida AREHNA serves as the Prime Consultant on this task-order contract. Ms. McRory ensures adequate available resources for the field exploration programs including soil borings, and pavement coring, as well as construction materials testing. Services included pavement data collection, design of structure foundations and soil surveys for intersection improvement, resurfacing, widening and bridge projects.

Miscellaneous Improvements - Traffic Ops Design Studies Continuing Contract, District Seven, Florida AREHNA supports this task order contract for geotechnical engineering services which include studies, design and preparation of roadway construction on State Highways, County Roads and City Streets within the five counties of District Seven. Ms. McRory serves as the Contract Manager.



Contact Information

813.944.3464
khill@arehna.com

5012 W. Lemon Street
Tampa, Florida 33609

Licenses

Professional Engineer
Florida Registration No. 72949, 2011
PMP Certification No. 1877480, 2015

Experience

18 years total
4 years at AREHNA

Education

Bachelor of Science, Aeronautical and
Astronautical Engineering
Ohio State University, 1992

Publications

Co-author: White Paper for Soft Soil
Settlement Remediation with
Permeable Low-Density Cellular
Concrete (PLDCC)

Career Summary

Mr. Hill's experience includes project management and technical direction of geotechnical engineering projects, geotechnical field investigations, and analyses for numerous public and private sector clients. His experience includes working on numerous projects in the areas of subsidence (sinkhole) investigations and sinkhole/structure stabilization. Geotechnical projects include project management and geotechnical design of shallow and deep foundation systems for commercial, industrial and residential structures, bridges and sanitary/water system structures and waste phosphatic clay and organic soil stabilization, as well as providing design soil parameters and recommendations for roadway embankments, pavement including airport taxiways, aprons and parking areas, landfills, MSE walls, mast arm poles, stormwater ponds, retaining walls, pipelines, storage tanks, pond clay liners and monitoring wells. His technical experience includes soil classification, seepage analysis, settlement analysis, slope stability analysis and various soil stabilization/improvement techniques.

Mr. Hill serves as the Project Manager and EOR for geotechnical engineering portions of these projects. Mr. Hill also performs internal QA review of technical reports. Project experience includes geotechnical evaluation, design and soil testing throughout Florida.

Project Experience

Miscellaneous Professional Services for Stormwater Management, Transportation and Bridge Improvement Projects, St. Petersburg, Florida Mr. Hill provides geotechnical engineering support as a subconsultant on this professional services contract for Stormwater management, Transportation and Bridge Improvement projects.

Intersection Carillon Parkway and Fountain Parkway, St. Petersburg, Florida The purpose of our geotechnical study was to obtain information on the general subsurface conditions for the proposed signal improvements. Mr. Hill served as the Senior Geotechnical Engineer responsible for coordinating the subsurface explorations, soil classification, supervising the laboratory testing program, geotechnical engineering recommendations and report preparation.

Geotechnical Engineering Contract (Northeast Water Reclamation Facility), Saint Petersburg, Florida Mr. Hill performed geotechnical engineering services for this project which consists of renovations to the existing pump station to accommodate new equipment.

Southwest Water Reclamation Facility Improvements, St. Petersburg, Florida The project site is located west of US Highway 19 at Frenchman Creek, in St. Petersburg Florida. The site is part of Southwest Water Reclamation Facility improvements for the City of St Petersburg. Mr. Hill provides geotechnical engineering services for this project which includes the design of a sheet pile wall to stabilize the embankment along the Frenchman's Creek.

Roadway and Drainage Improvements (CIP), Largo, Florida AREHNA provided geotechnical services for this project which consists of multiple subdivision roadway and drainage improvements. Mr. Hill's responsibilities included project oversight, field and laboratory testing, geotechnical analysis, recommendations, and report.

Stormwater Continuing Services Contract, Hillsborough County, Florida This contract supports drainage and stormwater improvement projects. We have closely coordinated with the design team to ensure that deadlines are met. Mr. Hill has managed several of the tasks under this contract.

Subsurface Testing & Inspection Contract, Hillsborough County, Florida AREHNA provides geotechnical engineering and materials testing services on this continuing services contract. Mr. Hill provides project oversight, geotechnical engineering recommendation and report preparation for the contract.

Miscellaneous Professional Services for Engineering Services, Transportation Development and Design, Hillsborough County, Florida Mr. Hill serves as the Geotechnical Project Manager on this Hillsborough County contract that supports transportation improvement projects. Projects have included culvert replacements damaged by severe flooding.

A/E Continuing Services Contract, City of Largo, Florida AREHNA serves as the Prime Consultant on this task order contract. Projects have included roadways improvements, milling and resurfacing, miscellaneous structures, stormwater and water and waste water facilities throughout the City. Mr. Hill oversees field and laboratory testing, geotechnical analysis, soils parameters and site recommendations.

Whispering Sands Pump Station, Hillsborough County, Florida The purpose of our geotechnical study was to obtain information on the general subsurface conditions for the proposed construction of a new duplex stormwater pump station. The site is currently occupied by a pump station and stormwater pond. The project consists of a new duplex stormwater pump station to replace the existing pump station and possible re-design of the pond (dredging) to potentially increase storage capacity and improve water quality. Mr. Hill's responsibilities included field and laboratory coordination, soil classifications, geotechnical analysis, recommendations and reporting.

Pinellas County Utilities Continuing Professional Engineering Services, Pinellas County, Florida The work includes water supply and treatment; transmission, distribution and collection pipe networks; wastewater treatment facilities; utility relocations; wastewater pumping systems and hydraulic system network modeling. Mr. Hill supports this contract on an as-needed basis for coordinating and overseeing drilling and laboratory testing programs and performs engineering analysis and reporting.

Engineering Contract Wastewater Department, Tampa, Florida Responsibilities included geotechnical scope development and cost estimation, boring layout and utility coordination, soil classifications.

Geotechnical & Construction Materials Testing Services Contract, Tarpon Springs, Florida AREHNA serves as the Prime Consultant on this Professional Services Engineering task order contract and provides on an as-needed basis Geotechnical Engineering Services to include soil exploration, geotechnical exploration testing, roadway materials testing, foundations studies, construction materials sampling testing and reporting, pavement evaluation and reporting. Mr. Hill is responsible for coordinating field testing and provides geotechnical recommendations.

District-Wide Geotechnical and Materials Testing Continuing Services Contract, District Seven, Florida Mr. Hill performs geotechnical services on numerous transportation projects throughout the district. He oversees field exploration programs for soil borings, pavement coring and construction materials testing.

Lower Peninsula Stormwater Improvements Project Southeast Region Design-Build, Tampa, Florida This project consists of the utility construction and/or relocation of over 10,000 linear feet of box culvert, pipes, laterals, inlets, interconnections through a stormwater pond and outfall to Hillsborough Bay. Mr. Hill's responsibilities include geotechnical scope development and cost estimation, boring layout and utility coordination, geotechnical analysis, and reporting.

Tampa Multimodal Network and Safety Improvements Project-West Riverwalk, Tampa, Florida Mr. Hill provides geotechnical engineering services for this project which consist of pedestrian sidewalk expansions, trail connection, connections between bicycle and transit facilities, pedestrian friendly streets, crosswalks and enhanced lighting and utilities.

Pasco County Utilities Continuing Services (Public Infrastructure), Pasco County, Florida The work includes water supply and treatment; transmission, distribution and collection pipe networks; wastewater treatment facilities; utility relocations; wastewater pumping systems and hydraulic system network modeling. Mr. Hill supports this contract on an as-needed basis for coordinating and overseeing drilling and laboratory testing programs and performs engineering analysis and reporting.

Stormwater Professional Engineering Services (Curlew Creek Stormwater), Pinellas County, Florida AREHNA supports multiple consultants on an as-needed basis for stormwater improvement projects. Projects have included Curlew Creek Stormwater. Mr. Hill supports this contract on an as-needed basis for coordinating and overseeing drilling and laboratory testing programs and performs engineering analysis and reporting.

Sea Pines Neighborhood, Hudson, Florida AREHNA provided geotechnical services for this project which consists of infrastructure improvements to aid in flood abatement for the Sea Pines Neighborhood, located in Hudson, Florida. These improvements consist of stormwater management system upgrades (head wall foundation design) and the installation of at least one new box culvert and pipelines. Scope included seasonal high groundwater determination, Standard Penetration Test borings, auger borings, laboratory testing, analysis, recommendations and reporting.



BRIAN WOZNIAK, PE, CFM

Water Resources Engineer

HANSON

Biography:

Brian has more than 34 years of experience in project management; watershed modeling and master planning; floodplain/floodway modeling; water quality analysis, erosion control, grading erosion, and sediment control plans; dam failure analysis; and hydrologic and hydraulic modeling of rivers and watersheds. He is well-versed in computer applications such as SRH-2D, HEC-RAS (1D and 2D), HEC-2, HEC-HMS, HEC-1, EPASWMM, ICPR, ArcGIS, Federal Emergency Management Agency BCA, AutoCAD Land Desktop, HydroCAD, TR-20, HY8, StormCAD, CulvertMaster, CUHP, UDSEWER, and WaterCAD.

Years Experience:

» 34

Education:

- » MBA / Business Administration
- » BS / Civil Engineering

Registrations & Certifications:

- » Professional Engineer / FL, GA, CO, IL, MO, OH, PA, UT
- » Certified Floodplain Manager

Professional Organizations:

- » Board of Directors, AWRA-FL
- » Committees for Water Resources ACEC-FL: SFWMD, SWFWMD, SJRWMD, and Legislation

Relevant Project Experience:

Water Control Structure Inspections, Southwest Florida Water Management District, Various Locations – Project Manager. Inspected 26 water control structures owned and operated by the Southwest Florida Water Management District. The inspections were needed to ensure continued operational integrity and avoid partial or total failure that could endanger the safety of the public or cause substantial property damage. The findings are being used to identify and prioritize repairs. The inspections, for structures equipped with electrical equipment, included interior and exterior lighting, cables and wires, raceways, fittings and supports, grounding system, electrical boxes, transformers, transfer switches, generators, and motors.

Lake Hancock Water Control Inspections, Electrical Engineering Inspection and Reporting, Southwest Florida Water Management District, Polk County – Project Manager. Inspections were conducted on six water control structures at Lake Hancock to ensure operational integrity and prevent failures that could harm public safety or property. This included evaluating lighting, wiring, grounding systems, motors, ventilation, control panels, and alarm systems. Reports will help the water management district prioritize necessary repairs.

EAA Canals, Miami and North New River Conveyance Improvements, South Florida Water Management District, Various Locations – Project Manager. Providing structural inspection and analysis, hydraulic analysis and modeling, geotechnical analysis of canal slope stability, and structural design to improve conveyance for bridges in the Miami Canal and North New River Canal. The project is a part of the Central Everglades Planning Project, a long-term effort to improve conveyance between Lake Okeechobee and the A-2 Reservoir. Services included an independent review of all current HEC-RAS modeling and evaluating concepts for bridge improvements.

S-29 Pump Station, South Florida Water Management District, Miami-Dade County – Project Manager. Miami and South Florida face vulnerability to Sea Level Rise, prompting the SFWMD to implement the S-29 pump station for regional resiliency. Hanson is conducting 2D modeling, data gathering, and reporting for the project, analyzing hydraulics at the pump station's intake and discharge, including US 1 and railroad bridges. The model also evaluates the receiving canal's interaction with Maule Lake. Future phases will incorporate CFD (3D) modeling and physical modeling for pump station design.

S-353 Spillway Repair Design, Southwest Florida Water Management District, Citrus County – Project Manager. Provided final design and construction inspection of dam spillway repairs at Water Control Structure S-353 on Lake Tsala Apopka. Design plans were developed to reconstruct the spillway toe underdrain and the sill underdrain, fill extensive sub-slab voids with polyurethane injected grout, and repair the concrete surface and joints. Hanson's services including stakeholder coordination, data collection, design assessment, and construction engineering.



AUSTIN THOMPSON, PE

Electrical Engineer

HANSON

Biography:

Austin has provided electrical engineering for wastewater and water treatment facilities, railyards, roadways, and buildings. He performs power load summary studies and calculations; low-voltage and medium voltage power distribution; electrical protective device calculations and coordination; electrical equipment sizing calculations; building fire alarm and mass notification system design; building lighting control system design; railyard fiber optic system design; electrical equipment area classification design; and heat trace design.

Years Experience:

» 15

Education:

» BS / Electrical Engineering

Registrations & Certifications:

» Professional Engineer / FL, IL, PA, TE, TX, WA, NC, SC

Relevant Project Experience:

Water Control Structure Inspections, Southwest Florida Water Management District, Various Locations – Quality Assurance/Quality Control Manager.

Inspected 26 water control structures owned and operated by the Southwest Florida Water Management District. The inspections were needed to ensure continued operational integrity and avoid partial or total failure that could endanger the safety of the public or cause substantial property damage. The findings are being used to identify and prioritize repairs. The inspections, for structures equipped with electrical equipment, included interior and exterior lighting, cables and wires, raceways, fittings and supports, grounding system, electrical boxes, transformers, transfer switches, generators, and motors.

Lake Hancock Water Control Inspections, Electrical Engineering Inspection and Reporting, Southwest Florida Water Management District, Polk County – Electrical Engineer.

Inspections were conducted on six water control structures at Lake Hancock to ensure operational integrity and prevent failures that could harm public safety or property. This included evaluating lighting, wiring, grounding systems, motors, ventilation, control panels, and alarm systems. Reports will help the water management district prioritize necessary repairs.

F-35 Flight Simulator Facility, FSB Federal Design Group, 125th Fighter Wing, Jacksonville International Airport, Jacksonville – Electrical Engineer.

As part of a joint-venture team, Hanson is providing civil, mechanical, electrical, and geotechnical engineering services and permitting associated with a new four-bay F-35 flight simulator facility to be constructed at the Jacksonville International Airport. The approximately 20,000-square-foot facility will include reinforced concrete foundation and floor slab, structural steel frame with masonry walls, and a standing seam metal roof.

Mechanical, Electrical, and Plumbing Engineering Continuing Contract, Orange County – Electrical Engineer.

Hanson has provided mechanical engineering services for the following projects: Sheriff Sector IV Chiller Replacement, Corrections Laundry Aqua Recycle System Assessment, Convention Center N/W Building Penthouse CHW Valves, Medical Examiners Building Automation System Replacement Assessment and Design, John Bridges Community Center Campus Chiller Assessment, East Orange District Park HVAC Remediation and more.

SR 30 (US 98B/Beach Drive) Resurfacing, Florida Department of Transportation, District Three, Bay County – Electrical Engineer.

This resurfacing project consists of resurfacing the existing travel lanes, auxiliary lanes, paved shoulders, and on-street parking. The typical section consists of two travel lanes that vary between 10 and 16 feet wide with curb and gutter. Pedestrian lighting will be added for the mid-block crossing at East Caroline Boulevard. The pavement failures and existing drainage system in this area will be evaluated, and recommendations will be provided to resolve the issues.



XIN TONG, PE
Electrical Engineer

HANSON

Biography:

Xin serves as an electrical engineer with experience in the design of low voltage power distribution, protection, communication, and lighting systems for commercial and government buildings using client requirements. She takes pride in ensuring design compatibility and budget and schedule efficiency. Xin also performs engineering assessments of existing conditions at pump stations, cellular towers and creates engineering reports to communicate equipment and site conditions for end user and stakeholders, providing reports detailing necessary maintenance or upgrades. She is proficient in AutoCAD, MicroStation, and AGI.

Years Experience:

» 5

Education:

- » MS / Business Intelligence
- » BA / History

Registrations & Certifications:

- » Professional Engineer / FL

Professional Affiliations:

- » ACEC Environment and Energy and International Committees
- » ACEC Florida, Energy Director and Energy Committee Chair
- » Palm Beach Atlantic University Board of Trustees
- » University of Central Florida, Center for Global Economic and Environmental Opportunity Committee

Relevant Project Experience:

Water Control Structure Inspections, Southwest Florida Water Management District, Various Locations – Electrical Engineer. Inspected 26 water control structures owned and operated by the Southwest Florida Water Management District. The inspections were needed to ensure continued operational integrity and avoid partial or total failure that could endanger the safety of the public or cause substantial property damage. The findings are being used to identify and prioritize repairs. The inspections, for structures equipped with electrical equipment, included interior and exterior lighting, cables and wires, raceways, fittings and supports, grounding system, electrical boxes, transformers, transfer switches, generators, and motors.

Lake Hancock Water Control Inspections, Electrical Engineering Inspection and Reporting, Southwest Florida Water Management District, Polk County – Electrical Engineer. Inspections were conducted on six water control structures at Lake Hancock to ensure operational integrity and prevent failures that could harm public safety or property. This included evaluating lighting, wiring, grounding systems, motors, ventilation, control panels, and alarm systems. Reports will help the water management district prioritize necessary repairs.

Clermont Campus – Building 3 Chiller Replacement, Lake Sumter State College – Electrical Engineer. Hanson provided Design, Permitting, Bidding, and Construction Phase services for the Building 3 Chiller Replacement project at Lake-Sumter State College South Lake Campus Library in Clermont.

Clermont Campus – Building 1 HVAC, Lake Sumter State College – Electrical Engineer. Hanson is providing is providing mechanical and electrical design and construction administration services for the removal and replacement of select exterior CUs and their matching indoor AHUs. South Lake Campus Building 1 HVAC Renovation. Lake Sumter State College South Lake Campus Classroom Building (Building 1) is a two-story building and is one of the original buildings on campus. It is currently air conditioned using multiple large tonnage (> 30 tons) outdoor condensing units and matching indoor air handling units and a network of supply/return ductwork. All equipment is scheduled and controlled using a direct digital control system by Automated Logic Controls.

Continuing Contract for Mechanical, Electrical, and Plumbing Engineering Services, University of Central Florida, Orlando – Electrical Engineer. Hanson serves as a continuing contract mechanical, electrical, and plumbing engineer for the University of Central Florida. To date, the contract has included the following projects: Buildings 27, 45, 54, and 94 HVAC Controls Modernizations, Thermal Energy Storage, Tertiary Pump Assessment Phase, Building 72 Cooling Tower 8 Replacement, Downtown Campus CMB Chilled Water Additions, Campus Wide Equipment Condition Assessment, Mechanical, Materials and Aerospace Engineering (MMAE) Lab Design Study, Chiller Efficiency Testing, and Physical Sciences Building Room 121/122 Exhaust Hood Addition.



RYAN NATION, PE, RCDD

Electrical Engineer

HANSON

Biography:

Ryan has extensive experience in designing power, lighting, communications, and related electrical systems for buildings and facilities. His project portfolio includes the design of commercial water pumping stations, emergency power systems, and control circuitry. Ryan has also conducted electrical design surveys, contributed to the development of electrical basis of design reports, and performed comprehensive reviews of plans, specifications, and shop drawings to ensure project accuracy and compliance with industry standards.

Years Experience:

» 27

Education:

» BS / Electrical Engineering

Registrations & Certifications:

- » Professional Engineer / IL, ID, IN, IA, MI, MO, OK, TX
- » Registered Communications Distribution Designer

Relevant Project Experience:

Water Purification Plant Process Waste Pond Relocation, City Water, Light and Power, Springfield, Illinois – Electrical Engineer. Hanson provided engineering services for relocating three waste lime ponds at the Water Purification Plant, constructed on fly ash fill near Dallman and Lakeside ash ponds. Due to upcoming regulatory changes, these ponds must be closed and relocated. Hanson verified waste quantities, collaborated with the client on historical data concerning flows and solids concentrations, and assessed probable construction costs. Additionally, they evaluated operational costs and the feasibility of alternatives in light of potential changes to Coal Combustion Residuals (CCR) rules.

Public Water Supply District No. 2, Lakewood Lift Station Improvements, St. Charles County, Missouri – Electrical Engineer. This project involved design, bidding, and construction-phase services for replacing the existing lift station. The lift station's 10-inch ductile iron force main discharges into a new 24-inch Henke Road Force Main, which was constructed concurrently. Additional design services re-routed approximately 1,030 linear feet of existing 8- to 12-inch sanitary sewers. Initial sizing and scope were based on a nominal average daily flow of 0.30 MGD. Final sizing accommodates a future 0.28 MGD average daily flow, with storage and pumping capacity for a total wet weather flow of 1,306 GPM.

Vistra East Fork Shoal Creek Pump Station and Gate Structure, Coffeen, Illinois – Electrical Engineer. Hanson designed a 60-CFS pump station to collaborate with an existing 20-CFS station and a proposed bascule gate, supplying water to Coffeen Lake. The project included modifications to the intake channel and installation of a 42-inch discharge pipe, automating the system based on water levels in East Fork Shoal Creek.

Periodic Dam and Levee Inspections, USACE St. Louis District, Various Locations in Missouri and Illinois – Electrical Engineer. Conducted inspections of electrical systems in 33 pump stations for safety compliance. Documented findings in LIS tablets and coordinated with USACE through DrChecks. Led inspections of 10 levee systems and participated in 14 more across the Mississippi, Missouri, Illinois, and Kaskaskia Rivers for the National Levee Safety Program.

I-75 Rest Area, Florida Department of Transportation, District Five, Marion County – Electrical Engineer. Hanson provided engineering services for an innovative rest area approximately 3.8 miles south of the SR 200 interchange. As a subconsultant, Hanson conducted site lighting and providing design and plans for the rest area, southwest of Ocala. Hanson's scope of services included architectural development of mechanical, electrical and plumbing plans, technical special provisions, an emergency power generator for each of the two rest area facilities and LEED certification assistance.



BRIAN MALDONADO

Electrical Designer

HANSON

Biography:

Brian's experience includes design for numerous projects at Orlando International Airport, including the South Terminal Complex expansion, as well as a variety of commercial properties. His background includes power, lighting, utility sizing, available fault current calculations, emergency generator sizing, lightning protection, and grounding. He has coordinated with multiple consultant disciplines such as architectural, mechanical, plumbing, fire alarm and fire protection, signage, front-of-house lighting design, landscape, and civil and systems.

He is proficient in Revit, AutoCAD, and MicroStation.

Years Experience:

» 12

Education:

- » BS / Electrical Engineering
- » AA / Engineering

Relevant Project Experience:

Water Control Structure Inspections, Southwest Florida Water Management District, Various Locations – Electrical Designer. Inspected 26 water control structures owned and operated by the Southwest Florida Water Management District. The inspections were needed to ensure continued operational integrity and avoid partial or total failure that could endanger the safety of the public or cause substantial property damage. The findings are being used to identify and prioritize repairs. The inspections, for structures equipped with electrical equipment, included interior and exterior lighting, cables and wires, raceways, fittings and supports, grounding system, electrical boxes, transformers, transfer switches, generators, and motors.

Lake Hancock Water Control Inspections, Electrical Engineering Inspection and Reporting, Southwest Florida Water Management District, Polk County – Electrical Designer. Inspections were conducted on six water control structures at Lake Hancock to ensure operational integrity and prevent failures that could harm public safety or property. This included evaluating lighting, wiring, grounding systems, motors, ventilation, control panels, and alarm systems. Reports will help the water management district prioritize necessary repairs.

SR 24 (Martin Luther King Boulevard/US 441) Pedestrian Lighting Retrofit (Museum Road to Northwest 29th Road), Florida Department of Transportation, District Two, Alachua County – Lighting Designer. This project involved designing upgrades to lighting levels at 13 intersections along SR 24. The purpose of the project was to increase safety for pedestrians traveling across the intersection at night. The project included converting existing lighting fixtures from high-pressure sodium to LED fixtures, evaluating lighting levels at each intersection, and adding new light poles to supplement existing poles.

SR 26 Pedestrian Lighting Retrofit (Oaks Mall to West 1st Street), Florida Department of Transportation, District Two, Alachua County – Lighting Designer. This project involved designing upgrades to lighting levels at 28 intersections along SR 26. The purpose of the project was to increase safety for pedestrians traveling across the intersection at night. The project included converting existing lighting fixtures from high-pressure sodium to LED fixtures, evaluating lighting levels at each intersection, and adding new light poles to supplement existing poles.

I-75 Rest Area, Florida Department of Transportation, District Five, Marion County – Electrical Designer. Hanson provided engineering services for an innovative rest area approximately 3.8 miles south of the SR 200 interchange. As a subconsultant, Hanson conducted site lighting and providing design and plans for the rest area, southwest of Ocala. Hanson's scope included architectural development of MEP plans, technical special provisions, an emergency power generator, and LEED certification assistance.



LEE BLOOME, PE

Civil Engineer

HANSON

Biography:

Lee has extensive civil engineering experience, including design and rehabilitation of pump stations and sanitary sewers, potable and raw water pump stations, and elevated tanks. He is also experienced in computerized hydraulic modeling of distribution systems, infrastructure grant and loan administration, and water and sewer rate evaluation and determination. He is currently working with communities to address future resiliency improvements and other utility work to address projected growth and hardening needs.

Years Experience:

» 27

Education:

» BS / Civil Engineering

Registrations & Certifications:

» Professional Engineer / FL, IL, TX, MO

Relevant Project Experience:

Paradise Point Wastewater Pump Station and Force Main System, Putnam County – Utility Engineer. Coordinated and implemented multiple phases of work to secure project funding and provide design/construction of new wastewater facilities through a design-build team. The project involved removing an existing wastewater treatment facility from service, as well as its point source discharge, and replacing it with a new pump station and force main system. The new systems convey wastewater to the County's master pump station, which is then sent to the East Putnam Regional Wastewater Treatment Facility in East Palatka.

Bithlo Highway Maintenance Center Water Treatment Modifications – Phase 1, Orange County Facilities Management Division – Utility Engineer. Designed upgrades to existing well and treatment system to remove iron and reduce taste and odor issues in the water supply. A chlorine feed pump and tank and retention tank were added on a concrete pad adjacent to the current treatment system. A carbon filter was added between the softener and the UV disinfection system.

San Benito Maintenance Yard Lift Station, San Benito, Texas – Project Engineer. Provided design, bidding, and construction administration for replacement of the existing San Benito lift station. The new facility consists of a minimum duplex above grade pump lift station with above grade station piping, in addition to new controls, a PLC monitoring system, and a new bypass pump connection for emergency operations.

Public Water Supply District No. 2, Lakewood Lift Station Improvements, St. Charles County, Missouri – Civil Engineer. This project involved design, bidding, and construction-phase services for replacing the existing lift station. The lift station's 10-inch ductile iron force main discharges into a new 24-inch Henke Road Force Main, which was constructed concurrently. Additional design services re-routed approximately 1,030 linear feet of existing 8- to 12-inch sanitary sewers. Initial sizing and scope were based on a nominal average daily flow of 0.30 MGD. Final sizing accommodates a future 0.28 MGD average daily flow, with storage and pumping capacity for a total wet weather flow of 1,306 GPM.

Wastewater Treatment Plant Headworks Pump Station, Ingleside, Texas – Lead Civil Design Engineer. The terminal lift station at the Ingleside Wastewater Treatment Plant is part of a comprehensive replacement project. It features two separate wet wells: one currently in use and the other unused. The proposed improvement will upgrade the unused side to accommodate an 8 MGD quadplex lift station, feeding the new plant, while the active side continues to supply the existing plant. Once the new plant is operational, flows will shift to the new system, and the old primary pump side will convert into a triplex excess flow station with a firm capacity of 3 MGD, directing flows to the plant's SSO storage facility.



DARYL MYERS, PE

Civil Engineer

HANSON

Biography:

Daryl is a seasoned project manager/design engineer with proven success on a wide variety of transportation, site-civil, environmental, and utility engineering projects. His abilities include roadway widening and reconstruction, milling and resurfacing, intersection improvements, multi-use trail and sidewalk design, parks and recreation facilities, drainage and permitting, and utilities design and coordination.

Years Experience:

» 25

Education:

» BS / Civil Engineering

Registrations & Certifications:

- » Professional Engineer / FL, SC
- » FDOT Certification for Advanced Maintenance of Traffic
- » Specifications Package Preparation
- » Knowledge and Understanding of FDOT Project Management Systems to include LRE, TRNS*PORT, EDI, ERC, CITS, Digital Delivery, etc.
- » Qualified Florida Stormwater, Erosion, and Sedimentation Control Inspector

Relevant Project Experience:

Lift Station No. 16 Upgrades, City of Palatka – Project Manager. Provided design and permitting to replace the City's Lift Station No. 16 at St. Johns Avenue and Zeagler Drive with a new concrete wet well, suction lift pumps, electrical, and controls. The upgraded facility will allow sufficient capacity to receive future sanitary sewer flow from proposed residential developments west of the City. Tasks included hydraulic calculations and design plans for the proposed sewage lift station and a demolition plan for the existing lift station.

Paradise Point Wastewater Pump Station and Force Main System, Putnam County – Lead Civil Engineer. Coordinated and implemented multiple phases of work to secure project funding and provide design/construction of new wastewater facilities through a design-build team. The project involved removing an existing wastewater treatment facility from service, as well as its point source discharge, and replacing it with a new pump station and force main system. The new systems convey wastewater to the County's master pump station, which is then sent to the East Putnam Regional Wastewater Treatment Facility in East Palatka.

Residence Hall Lift Station No. 25 Evaluation, St. Johns River State College, City of Palatka – Project Manager. This project involved assessing the impact of a new residence hall and building at St. Johns River State College on the City's sanitary sewer system. Hanson is considering two options: gravity flow to the Moody Road Lift Station or a manifold connection to an existing force main via a new lift station. The evaluation included reviewing sewer data, developing a hydraulic model to analyze impacts, and preparing a report with recommendations for minimal disruption to the sewer infrastructure.

Lift Station Generator Replacement Post-Design, City of Palatka – Project Manager. Provided construction administration and observation for the lift station generator replacement project, which included replacing permanent generators at two wastewater lift stations. Services included attending a pre-construction conference, addressing contractor inquiries, reviewing shop drawings and pay requests, conducting substantial and final completion walk-throughs, and providing a Certification for Construction Completion, along with part-time construction observation.

Utility Relocations for Ellis Road Widening Project, City of West Melbourne – Project Manager. Designed utility improvements under a Joint Participation Agreement as part of Brevard County's Ellis Road Widening project. The design involved relocating a sanitary lift station that is within the existing southern right-of-way and will be impacted by the roadway improvements. A new lift station will be constructed nearby outside of the right-of-way. The lift station was being designed to adhere to the City's latest utility standards and included SCADA. Existing sanitary sewer (gravity) and existing water mains will be adjusted based on a utility conflict matrix.



Pamela Hyatt, PSM

President

Hyatt Survey Services, Inc.

Years of Experience: 34

Education:

Bachelor of Science, Survey and Mapping,
University of Florida, 1990

Distinguishing Attributes:

- Mrs. Hyatt has 34 years of professional surveying and mapping experience relating to transportation planning, construction, and engineering.

Certifications/Registrations:

- Professional Surveyor and Mappers, State of Florida, #5550
- Professional Surveyor and Mappers, State of Georgia #003270

Affiliations:

- Florida Surveying and Mapping Society
- Manasota Chapter of the Florida Surveying and Mapping Society
- National Society of Professional Surveyors
- MAPPS National Mapping Organization
- National Association of Women in Construction
- National Association of Professional Women

EXPERTISE:

As President of Hyatt Survey Services, Inc., Pamela's duties include the direction of quality control and technical procedures as well as client relations and marketing. In addition to her administrative duties, Mrs. Hyatt is also responsible for the production of boundary, right-of-way, and topographic surveys. Mrs. Hyatt couples over thirty-four years of surveying experience with a four-year degree in Surveying and Mapping. Her project experience has included residential, commercial, and municipal development surveys. In the Spring of 2006, Mrs. Hyatt obtained her FDOT DBE Certification and pre-qualified Hyatt Survey to perform the following services for FDOT:

GROUP 8:

8.1-Control Surveying

8.2-Design, Right of Way and Construction Surveying

8.4- Right of Way Mapping





Russell Hyatt, PSM

Vice President

Hyatt Survey Services, Inc.

Years of Experience: 36

Education:

Bachelor of Science, Survey and Mapping,
University of Florida, 1990



Distinguishing Attributes:

- Mr. Hyatt has 36 years of professional surveying and mapping experience relating to transportation planning, construction, and engineering.

Certifications/Registrations:

- Professional Surveyor and Mappers, State of Florida, #5303

Affiliations:

- Florida Surveying and Mapping Society (Past President)
- Manasota Chapter of the Florida Surveying and Mapping Society
- The Hydrographic Society of America
- The National Society of Professional Surveyors - Florida Representative
- The American Shore & Beach Preservation Association
- Florida Engineering Society
- Society of Military Engineers
- MAPPS National Mapping Organization
- American Society of Civil Engineers
- National Society of Professional Surveyors
- American Society of Highway Engineers
- University of Florida School Forestry and Resource Conservation (Advisory Board)
- University of Florida Geomatics Advisory Board (Chairman)

EXPERTISE:

As Vice President of Hyatt Survey Services, Inc., Russell's duties include local, state, and federal contract administration and overall quality control. In addition to his administrative duties, Russell is also responsible for the production of boundary, hydrographic, and topographic surveys. He has over 36 years of surveying experience with a four-year degree in Surveying and Mapping. His project experience has included commercial/municipal development surveys, geodetic surveys, and beach/channel/port hydrographic surveys. Russell has extensive experience providing survey services to government agencies such as Pinellas, Hillsborough, Manatee, Sarasota, and Charlotte Counties, Florida Department of Transportation, Florida Department of Environmental Protection, and the U.S. Army Corps of Engineers-Jacksonville District, SFWMD.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Matt Goolsby, PE, CFM, ENV SP	Senior Water Resources Engineer	15	2

15. FIRM NAME AND LOCATION (City and State) Clearview Land Design, PL, Tampa, FL

16. EDUCATION (Degree and Specialization) M.S. Environmental Engineering, University of Central Florida B.S. Environmental Engineering, University of Central Florida	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Registered Professional Engineer, State of Florida #79321 ASFPM Certified Floodplain Manager US-14-08127
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) ISI Envision Sustainability Professional. APWA Emerging Leader 2016. He has supported federal, public, and private clients as a subject matter expert with solutions that incorporate Low Impact Development (LID) and Green Infrastructure (GI), resiliency and sustainability elements, and/or ecosystem restoration.
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19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Continuing Stormwater Engineering Services – Hillsborough County, FL	2024-Ongoing	N/A
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Matt is the technical lead for this effort, enhancing Hillsborough County's flood resilience and regulatory compliance. His work includes NFIP and CRS compliance reviews, FEMA map revision assessments, permit evaluations, and emergency response support. led efforts in peer reviewing stormwater models, conducting preliminary engineering studies for flood mitigation, and analyzing BMP alternatives as part of watershed plan updates This multidisciplinary effort supported both regulatory goals and long-term infrastructure planning.		
Miscellaneous Coastal and Resilience Services - City of St. Petersburg, FL	2024-Ongoing	N/A
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Matt is actively supporting the City of St. Petersburg through multiple engineering and technical services agreements focused on coastal storm risk mitigation, stormwater resilience, and infrastructure enhancement. This includes stormwater backflow prevention screening, coastal and inland flood conditions monitoring, flood risk mitigation, CIP feasibility screening, and grant support.		
Connecticut Avenue/Shore Acres Basis of Design Report. St. Petersburg, FL	2022-2023	N/A
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm Matt served lead engineer for the Basis of Design regarding the Connecticut Avenue stormwater improvements in the Shore Acres neighborhood. The objective was to meet the City's level of service under 2050 sea level rise conditions, to the extent practicable. The solution involved stormwater collection system improvements and pump station.		
Southeast Seminole Heights Flooding Relief Design-Build Project, Tampa, FL	2021-2022	2023
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm Provided stormwater modeling and project design support for the design and construction of approximately 15,850 linear feet of stormwater conveyance culverts associated with interconnections to the city's existing stormwater system. The project is to provide flood relief for the Southeast Seminole Heights Neighborhood east of I-275 and south of E Hillsborough Ave.		
Lower Peninsula Watershed Management Plan and SLR Update, Tampa, FL	2018-2021	
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm Engineer of Record and project manager to prepare a Watershed Master Plan and stormwater design improvements in South Tampa to provide flood relief in heavily affected areas. This Master Plan encompassed a 6,000 acre watershed and included complex urban stormwater modeling that accounted for future sea level rise conditions. The study was also updated and used for a Resilient Florida Program Vulnerability Assessment. There have been two succesful projects implemented from this plan to-date.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Chris O'Kelley, PE, LEED AP	Civil Engineer / Drainage Design	a. TOTAL 20	b. WITH CURRENT FIRM 13
15. FIRM NAME AND LOCATION (City and State) Clearview Land Design, P.L., Tampa, FL			
16. EDUCATION (Degree and Specialization) Bachelor of Science, Civil Engineering, University of Florida Bachelor of Science, Business Administration, Florida State University		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Registered Professional Engineer, State of Florida #70734, LEED Accredited Professional	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Urban Land Institute Corporate Membership, Tampa Bay Builders Association Associate Member, American Society of Civil Engineers, Surfrider Foundation Member			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Continuing Stormwater Engineering Services - Hillsborough County	PROFESSIONAL SERVICES 2014-2023	CONSTRUCTION (If applicable) 2021-2023
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Leverages insights from land development and site-civil services across the County to provide guidance and feedback on drainage connectivity and to support floodplain development reviews. Assisting with post-disaster mitigation solutions, with focus on practical constructability and cost-effectiveness.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Force Main Replacement Services , City of Tampa, FL	PROFESSIONAL SERVICES 2024- Ongoing	CONSTRUCTION (If applicable) TBD
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Contributed senior-level civil engineering design, reviewing hydraulic models and leading technical resolution of complex design challenges during the Gunlock Pump Station submittals.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Drew Park CRA Streetscape & Beautification, Tampa, FL	PROFESSIONAL SERVICES 2011-2012	CONSTRUCTION (If applicable) 2012-2013
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm Project Manager on the design team for civil engineering design. Worked closely with the project stormwater, roadway and survey team to implement and design the approved stormwater, pedestrian, streetscape and beautification improvements along Lois Ave. and Grady Ave.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
West River Townhomes, Tampa, FL	PROFESSIONAL SERVICES 2021-2023	CONSTRUCTION (If applicable)
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Project manager for the design and permitting of 70 townhome units within the City of Tampa's West River CRA. The project includes redevelopment of two existing blocks, including existing alleys and tight rights-of-way. Two stormwater systems were permitted between the two blocks, as well as challenging utility, sidewalk and drainage connections to accommodate the future townhomes.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Georgetown, AKA Isles at Old Tampa Bay, Tampa, FL	PROFESSIONAL SERVICES 2014-2023	CONSTRUCTION (If applicable) 2021-2023
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm Project manager for 162 acre, 1,100 unit mixed use redevelopment project in South Tampa. Roles includes permitting, stormwater and civil design o f the Entry Road & Offsite Improvements plans, Mass Grading Plans, Pad 5 subdivision plans and Canal Improvements. The project includes two larg e underground stormwater vaults with several underground control structures. Leading multi-firm coordination and collaboration.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
W. Cory Swales, GISP	GIS Administrator/Analyst	a. TOTAL 20	b. WITH CURRENT FIRM 8
15. FIRM NAME AND LOCATION (City and State) Clearview Land Design, PL, Tampa, FL			
16. EDUCATION (Degree and Specialization) Bachelor of Public Administration, University of Central Florida Master of Urban and Regional Planning, University of Florida		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) GISCI GIS Professional (GISP)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) GIS Professional (GISP), Member of FLURISA, Tampa Bay GIS Users Group			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) New Tampa Nature Park - Tampa, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022-2023	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Working with the City of Tampa's Parks and Recreation Department, responsibilities included deploying ArcGIS Online Custom Web-Map Applications, and Field Maps for field data collection for trail creation and data point collection. Customized geodatabase design played an important role in capturing field data to facilitate the client's needs.		
b.	(1) TITLE AND LOCATION (City and State) Lakewood Ranch - Manatee County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2017-Ongoing	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE GIS Data Administrator, responsible for creating, maintaining, updating and QC'ing GIS geodatabases for land use, and utility asset management projects. Assists web developers with creating the new GIS website, showcasing available commercial properties within the Lakewood Ranch community. Responsible for all CAD to GIS data conversion, and mapping.		
c.	(1) TITLE AND LOCATION (City and State) Force Main Replacement Services - City of Tampa, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2024-Ongoing	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE GIS Analyst, supporting the project by providing GIS-based utility mapping and alignment assessments that enhanced design accuracy and coordination with existing infrastructure. Additional responsibilities included data conversion, web-map data application creation, and administration, and LiDAR data conversion to CAD.		
d.	(1) TITLE AND LOCATION (City and State) Continuing Stormwater Engineering Services - Hillsborough County	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2024-Ongoing	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Provides GIS and database management services under this contract. Delivers GIS mapping and FEMA database analysis, supporting NFIP compliance, elevation certificate reviews, and floodplain revisions (MT-1 /MT-2). Performs geoprocessing tasks and creates exhibits that inform and verify modeling and mapping of stormwater and general flood risk impacts.		
e.	(1) TITLE AND LOCATION (City and State) Miscellaneous Coastal Services - City of St. Petersburg	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2024-Ongoing	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE GIS analyst supporting miscellaneous services for the City of St. Petersburg. Performs geoprocessing and mapping of outfall systems and coastal zones, facilitating asset identification, flood modeling inputs, and project prioritization . Integrates products into ArcGIS Online, and also creates impactful exhibits to inform and visualize solutions.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Michael F. Smirch	Quality Control Manager (Sr. VP)	a. TOTAL 28	b. WITH CURRENT FIRM 15
15. FIRM NAME AND LOCATION (City and State) Clearview Land Design, P.L.			
16. EDUCATION (Degree and Specialization) Bachelor of Science in Civil Engineering With Honors University of Florida, 1998		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) State of Florida Registered Professional Engineer Number 59503	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Member of Florida Engineering Society			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Continuing Stormwater Engineering Services - Hillsborough County, FL	PROFESSIONAL SERVICES 2024	CONSTRUCTION (If applicable) N/A
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Serving as a Chief Design Engineer. Leading design services and QA/QC on as needed basis for local drainage improvements and stormwater retrofit projects, translating modeling outputs into constructible solutions. Utilized on as needed basis for senior level constructability, permitability, and cost estimating support.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Force Main Replacement Services - City of Tampa, FL	PROFESSIONAL SERVICES 2024	CONSTRUCTION (If applicable) TBD
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm As Civil Design Lead, Mike is directing pipeline alignment evaluations, provided QA/QC oversight of utility coordination plans, and led the preparation of construction documents and cost estimates for multiple force main replacement segments.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Sur Club Apartments - St. Petersburg, FL	PROFESSIONAL SERVICES 2019-2020	CONSTRUCTION (If applicable) 2020
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Redevelopment of a former commercial site in the Skyway Marina District. Services provided included utility modeling and designing, construction of a stormwater vault beneath a parking garage, and complex stormwater management design.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
1701 Grand Central Apartments, 17th Street at Central Avenue St. Petersburg, FL	PROFESSIONAL SERVICES 2017-2020	CONSTRUCTION (If applicable) 2018-2020
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Redevelopment of a St. Pete city block for a 243-unit luxury apartment building and parking garage. Coordinate existing utility relocations. Designed a new public 8" sanitary sewer main in 3 city streets. Designed a new stormwater vault beneath the parking garage. Permits secured from City, FDOT, FDEP and SWFWMD.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Pasco Town Center - Pasco County, FL	PROFESSIONAL SERVICES 2022-Present	CONSTRUCTION (If applicable) 2024-Ongoing
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Chief Engineer for site-civil engineering services provided for a 966-acre mixed-use development along the I-75 corridor to include infrastructure master planning, master utility planning, roadway design, and water quality improvements.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Steve Wilcox	Utility Modeling Engineer	a. TOTAL 26	b. WITH CURRENT FIRM 11
15. FIRM NAME AND LOCATION (City and State) Clearview Land Design, PL, Tampa,			
16. EDUCATION (Degree and Specialization) Bachelor of Science, Civil Engineering, University of South Florida		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Registered Professional Engineer, State of Florida No. 62952	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) American Society of Civil Engineers			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Force Main Replacement Services - City of Tampa, FL	PROFESSIONAL SERVICES 2024	CONSTRUCTION (If applicable) TBD
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Utility engineer supporting the City regarding Force Main Replacement Services. This includes as-needed modeling in WaterCAD as well as demolition/abandonment plans and utility adjustments. Additionally, provides senior level design to handle conflicts with water mains and services; reclaimed water mains and services and proper tie-in with City lift stations.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Sur Club Apartments/Skyway Marine/Retail/Storage Facility - St. Petersburg, FL	PROFESSIONAL SERVICES 2018	CONSTRUCTION (If applicable) 2018
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Construction of a Mixed-Use parcel (Apartment Complex/Storage Facility/Parking Garage). Demolition and utility adjustments; coordination with utility owners. Design of sanitary sewer mains and services, water mains and services; coordination of fire sprinkler systems. Management of required construction document submittals.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Epperson South Towncenter - Pasco County, FL	PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable) 2023
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Design and permitting of a Mixed-Use parcel (Retail, Multi-Family, School). Hydraulic analysis of water, reclaimed water, wastewater systems to support proposed mixed-use development. Design of water mains and services; reclaimed water mains and services; wastewater systems, including Pasco County public pump station.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Two Rivers Master Planned Development - Pasco County, FL	PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable) 2022-Ongoing
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Hydraulic modeling and design of water, sanitary sewer, and reclaimed water for this Master Planned Mixed-Use Community (4,000 single family homes, 1,600 multifamily residences, 2,056,000 square feet industrial/commercial/office, 253,600 square feet mixed-use, schools). Design of water mains and services; reclaimed water mains and services; and wastewater systems.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Angeline Master Planned Development - Pasco County, FL	PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) 2023-Ongoing
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Hydraulic modeling and design of water, sanitary sewer, and reclaimed water for this Master Planned Residential Community (1,800 single family homes, 200 multifamily residences). Design of water mains and services; reclaimed water mains and services; wastewater systems, including multiple Pasco County public pump stations.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Jordan A. Schrader, P.E.	Partner, Project Supervision as Needed	a. TOTAL 16	b. WITH CURRENT FIRM 15
15. FIRM NAME AND LOCATION (City and State) Clearview Land Design, P.L.			
16. EDUCATION (Degree and Specialization) Bachelor of Science, Civil Engineering, University of Florida		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) State of Florida, Board of Professional Engineers, PE 74798	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Urban Land Institute (ULI), Channel District Community Redevelopment, Tampa Bay Builders Association (TBBA)			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Force Main Replacement Services - City of Tampa, FL	PROFESSIONAL SERVICES 2024	CONSTRUCTION (If applicable) TBD
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Serving as Project/Contract Manager, facilitating client coordination, managing deliverable schedules, and overseeing permitting submittals to ensure timely project progress. Actively working on Gunlock Pump Station Force Main Replacement project, coordinating SUE, geotechnical services, client communication, and internal design milestones.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Connerton, Villages 3/4 & Town Center, Land O'Lakes - Pasco County, FL	PROFESSIONAL SERVICES 2019-Ongoing	CONSTRUCTION (If applicable) 2024-Ongoing
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Project Manager / Engineer for 1,150 +/- Ac. mixed-use project. Completed due diligence/feasibility/ project budgets/ schedules /zoning/comp plan amend. Reconfigured Vision Roads and updated cross sections to incorporate micro-mobility and trails. Assisted County Parks Dept. and Developer for a land-swap for a district park.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Meadow Pointe - Pasco County, Florida	PROFESSIONAL SERVICES 2010-Ongoing	CONSTRUCTION (If applicable) Ongoing
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Project Manager/Engineer for project that encompassed 7,000 residential units of various densities/ retail/office/schools/ parks and numerous amenity centers. Assisted with master planning, utility planning. Recently consulting to redesign, permit, plat, and certify phases of development that were partially constructed in 2009 and never completed.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Long Lake Ranch, Lutz - Pasco County, Florida	PROFESSIONAL SERVICES 2017-Ongoing	CONSTRUCTION (If applicable) 2019-Ongoing
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Project Manager/Engineer for mixed-use development. Included design for elevated faux bridge and 3 neighborhood parks that serve single family homes and townhomes. Forested wetlands and designed floodplain and stormwater ponds provide the backdrop of the community. Size: 127.7 +/- Ac.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Pasco Town Center - Pasco County, FL	PROFESSIONAL SERVICES 2022- Ongoing	CONSTRUCTION (If applicable) 2024- Ongoing
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Project Manager for site-civil engineering services provided for a 966-acre mixed-use development along the I-75 corridor to include infrastructure master planning, master utility planning, roadway design, and water quality improvements. Managing contractual scope execution, reporting, and coordination with clients, subcontractors, internal team, and permitting agencies.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Thomas Deal, RLA	Director of Landscape Architecture	a. TOTAL 30	b. WITH CURRENT FIRM 12
15. FIRM NAME AND LOCATION (City and State) Clearview Land Design, P.L. Tampa, FL			
16. EDUCATION (Degree and Specialization) Bachelor of Landscape Architecture		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) State of Florida, Registered Landscape Architect LA#0001446	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) President Real Estate Investment Club (REIC), Past member of NAIOP Board of Directors, Director of numerous Design Review Boards, Member American Society of Landscape Architects			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Hawkstone - Hillsborough County, Florida	PROFESSIONAL SERVICES 2018-2020	CONSTRUCTION (If applicable) 2021
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Overall land use planning including zoning, multiple phased parcels, adjacent native preserves, consideration of power lines. Project Landscape Architecture included; project visioning for both common area and amenity, "Village Green" park planning, water use permitting, investor graphics and construction administration. Cost: \$5.5M for HS & LA.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Legacy at Crosstown Commons - Hillsborough County, Florida	PROFESSIONAL SERVICES 2019-2020	CONSTRUCTION (If applicable) 2020
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Initial due diligence, site planning, budget creation and analysis, development of Landscape Architecture design for common area and amenities that featured a resort pool, dog park, outdoor grill areas, hammocks, and decorative fountain. Also provided project graphics, construction management and inspection. Cost: \$2.2M for HS & LA.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Birchwood - Hillsborough County, FL	PROFESSIONAL SERVICES 2017-2019	CONSTRUCTION (If applicable) 2020
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Provided zoning, site analysis and master planning, for this multi-phase single family community with passive and active recreation amenities that include zero entry pool, inclusive playground and custom shade structures. LA services included; presentation graphics, construction documents and construction inspection. Cost: \$3M for HS & LA.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Georgetown - Tampa, Florida	PROFESSIONAL SERVICES 2016-2018	CONSTRUCTION (If applicable) Ongoing
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Master planned community on Tampa Bay. Scope of services included initial due diligence, master planning, mixed use site planning, extensive large tree relocation and mitigation, various site planning for numerous clientele and associated Landscape Architecture. Cost: \$2.5M for HS & LA.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Cortona - Tampa, Florida	PROFESSIONAL SERVICES 2017 - 2019	CONSTRUCTION (If applicable) 2020
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Master planning of reclaimed infill parcel, mixed use planning, permitting over railroad track, recreation and park planning, extensive hardscape design that included; resort pool with overhead arbor, outdoor grill & dining area and dog park. Also provided landscape design and construction management and inspection. Cost: \$2.5M for HS & LA.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Anna Ritenour, AICP	Certified Planner	a. TOTAL 10	b. WITH CURRENT FIRM 5
15. FIRM NAME AND LOCATION (City and State) Clearview Land Design, PL, Tampa,			
16. EDUCATION (Degree and Specialization) Bachelor of Urban & Regional Studies, Virginia Commonwealth University		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) American Institute of Certified Planners No. 31741	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) American Planning Association, Florida Chapter American Planning Association, Women and Planning Division			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Aprile Connected City Master Planned Unit Development - Pasco County, FL	PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Prepared all land use research and application materials for rezoning request. Monitored remaining Connected City available entitlements. Coordinated with neighboring property owners for appropriate transitions and buffer considerations. Presented application information to elected officials with land use counsel.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Crystal Waters Due Diligence Report - Hernando County, FL	PROFESSIONAL SERVICES 2023	CONSTRUCTION (If applicable)
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Prepared due diligence report for major national homebuilder. Researched property history and land use information. Compiled all fee and review requirements to assess feasibility of purchase and development.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Barrington Standard Rezone - Pasco County, FL	PROFESSIONAL SERVICES 2023	CONSTRUCTION (If applicable)
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Prepared property research for prospective developer. Reviewed site plans, GIS data and agency information for consistency and compatibility. Assisted land use counsel in rezone application documents. Coordinated meetings between parties to review subdivision standard issues.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
West Lake PD - Hillsborough County, FL	PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Prepared graphic information for zoning application. Coordinated with planning reviewers to respond to consistency comments. Managed project processing through environmental and transportation issues with appropriate reviewing departments.		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Pasco Towncenter - Pasco County, FL	PROFESSIONAL SERVICES 2022-Ongoing	CONSTRUCTION (If applicable)
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Providing zoning and design guidance throughout the permitting phase of development.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
John Goolsby	Environmental Permitting	a. TOTAL 46	b. WITH CURRENT FIRM 9
15. FIRM NAME AND LOCATION (City and State) Clearview Land Design, PL, Tampa,			
16. EDUCATION (Degree and Specialization) Bachelor of Science, Biological Sciences, Florida State University		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Certified Environmental Professional	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Tampa Bay Association of Environmental Professionals			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Mitchell Ranch - Pasco County, Florida	2012-2019	Ongoing
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Environmental Manager for wetland delineation, wetland hydroperiods, wetland impact permitting, wetland mitigation design; 1000 acres		
☒ Check if project performed with current firm		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Epperson Ranch - Pasco County, Florida	2009-2019	Ongoing
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Environmental Manager for wetland delineation, wetland hydroperiods, wetland impact permitting, wetland mitigation design, DRI environmental sections, water quality monitoring program; 1700 ac		
☒ Check if project performed with current firm		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Starkey Ranch West - Pasco County, Florida	2012-2018	2018
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Environmental Manager for wetland permitting, wetland hydroperiods, wetland mitigation, 500 ac		
☒ Check if project performed with current firm		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Wiregrass - Pasco County, FL	2012-2016	2016
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Environmental Manager for wetland hydroperiods, wetland permitting; mitigation inspections; 500 ac		
☒ Check if project performed with current firm		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Meadow Pointe - Pasco County, Florida		
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Environmental Manager for wetland delineations, wetland hydroperiods, wetland permitting, wetland permitting, DRI environmental sections; water quality monitoring program; 1200 ac		
☒ Check if project performed with current firm		

Exhibit C: Non-Collusion Affidavit

V. NON-COLLUSION AFFADAVIT

STATE OF Florida
COUNTY OF Hillsborough

I state that I, Brent Anderson, Vice President of NorthStar Contracting Group, 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. NorthStar Contracting Group, Inc., 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, 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: NorthStar Contracting Group, Inc.

Signed By: _____

Print Name: Brent Anderson

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☒ **physical presence** or ☐ **online notarization**, this 17th day of March, 2025, by Brent Anderson, who is personally known to me or has produced _____ as identification.

(SEAL)



WENDY CHRISTINA RHEL
Notary Public
State of Florida
Comm# HHS28118
Expires 6/3/2028

Wendy Christina Rihel
Notary Public – State of Florida

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

Exhibit D: Licenses

State of Florida Department of State

I certify from the records of this office that NORTHSTAR CONTRACTING GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on March 22, 1996.

The document number of this corporation is P96000026387.

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 April 8, 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 Thirtieth day of April, 2025*




Secretary of State

Tracking Number: 8249251987CU

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

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

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

 **Florida dbpr** Department of Business & Professional Regulation

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- File a Complaint
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- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

Licensee Information

Name:	NORTHSTAR CONTRACTING GROUP, INC. (Primary Name)
Main Address:	3318 HWY 365 242 NEDERLAND Texas 77627
County:	OUT OF STATE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	30941
Status:	Current
Licensure Date:	12/04/2014
Expires:	

Special Qualifications Qualification Effective

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 **Florida dbpr** Department of Business & Professional Regulation

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LICENSEE DETAILS

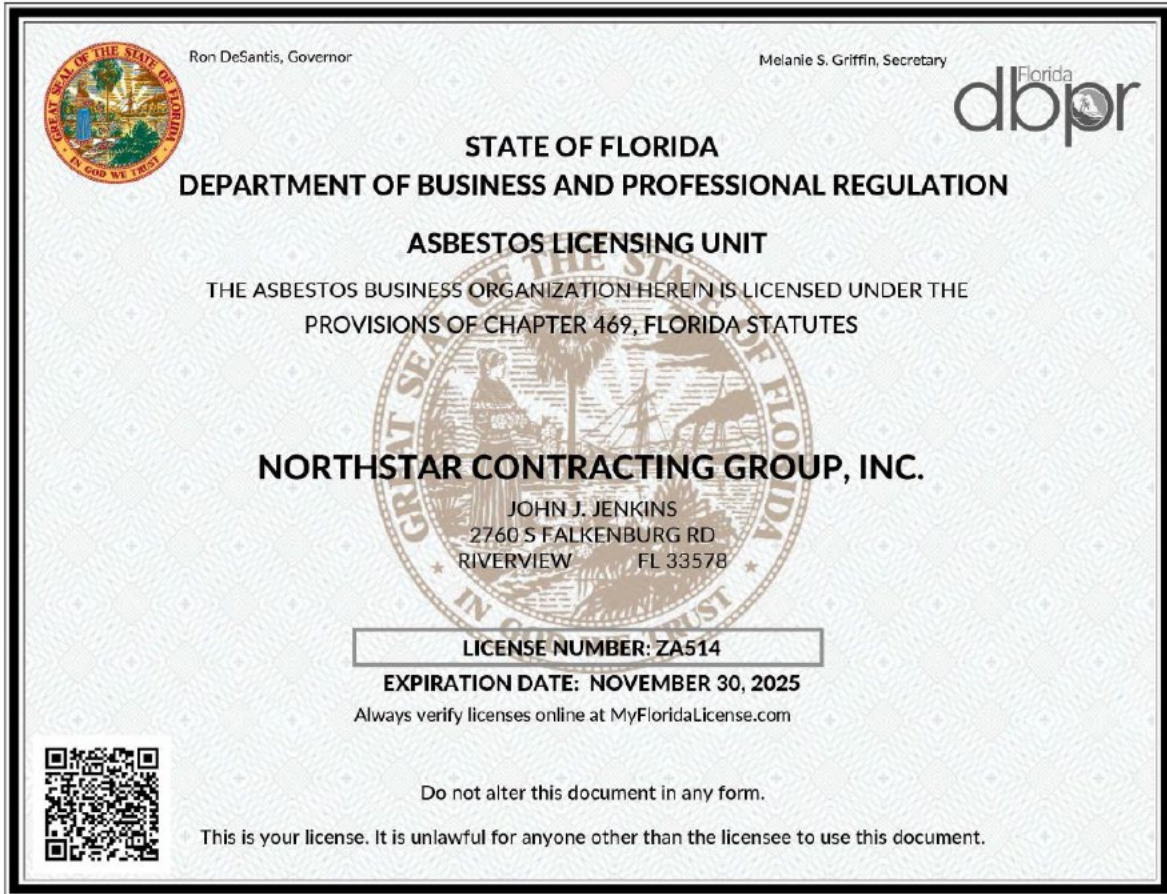
This is a business tracking record only.
Click here for information on how to verify that this business is properly licensed.

Licensee Information

Name:	NORTHSTAR CONTRACTING GROUP, INC. (Primary Name)
Main Address:	2760 S. FALKENBURG RIVERVIEW Florida 33578
County:	HILLSBOROUGH
License Mailing:	1201 S CHILDERS RD ORANGE TX 77630
County:	OUT OF STATE

License Information

License Type:	Geology Business Information
Rank:	Business Info
License Number:	
Status:	Current
Licensure Date:	10/31/2014
Expires:	



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LICENSEE DETAILS

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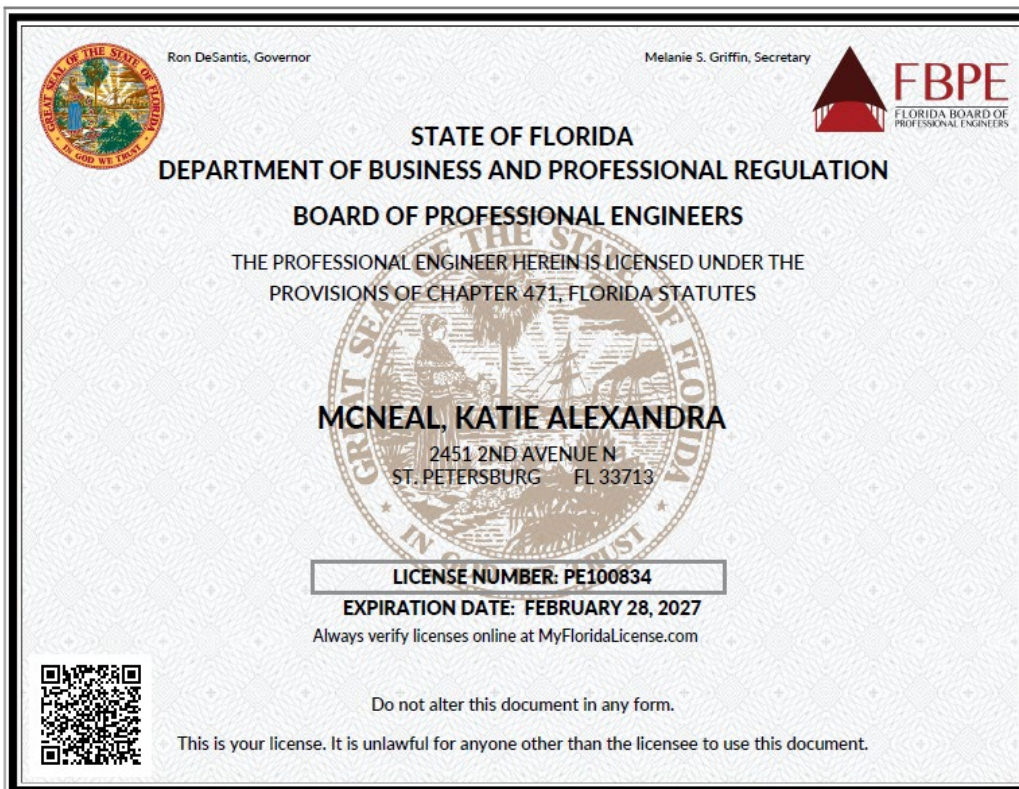
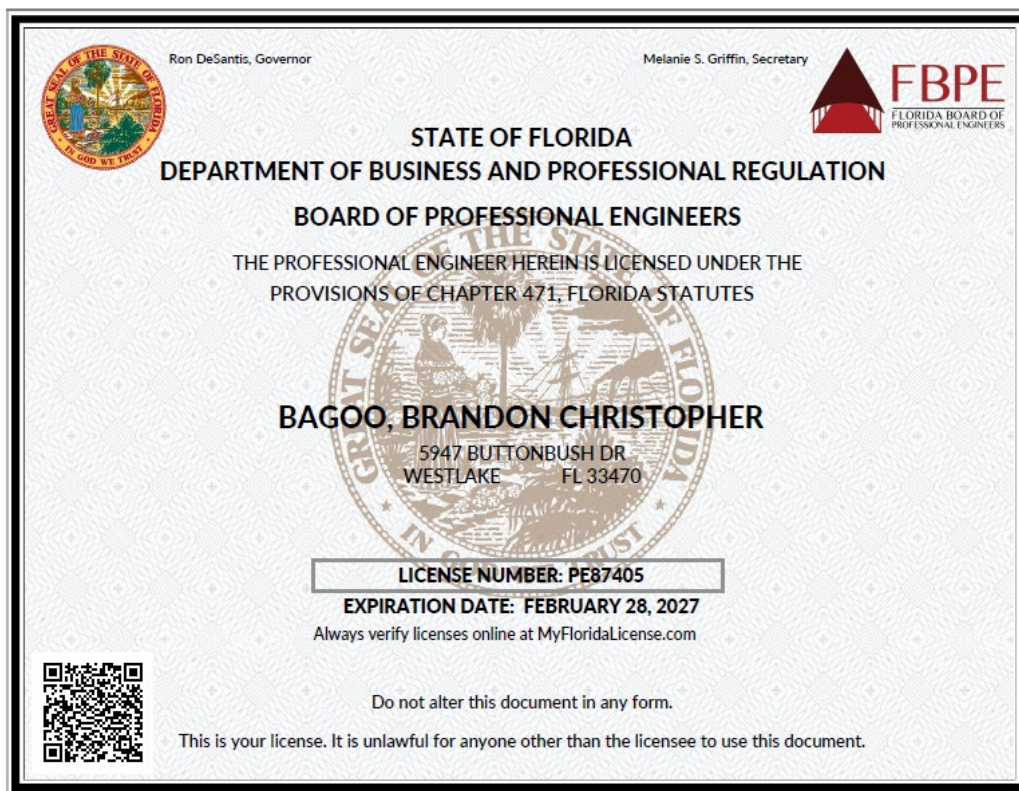
Licensee Information

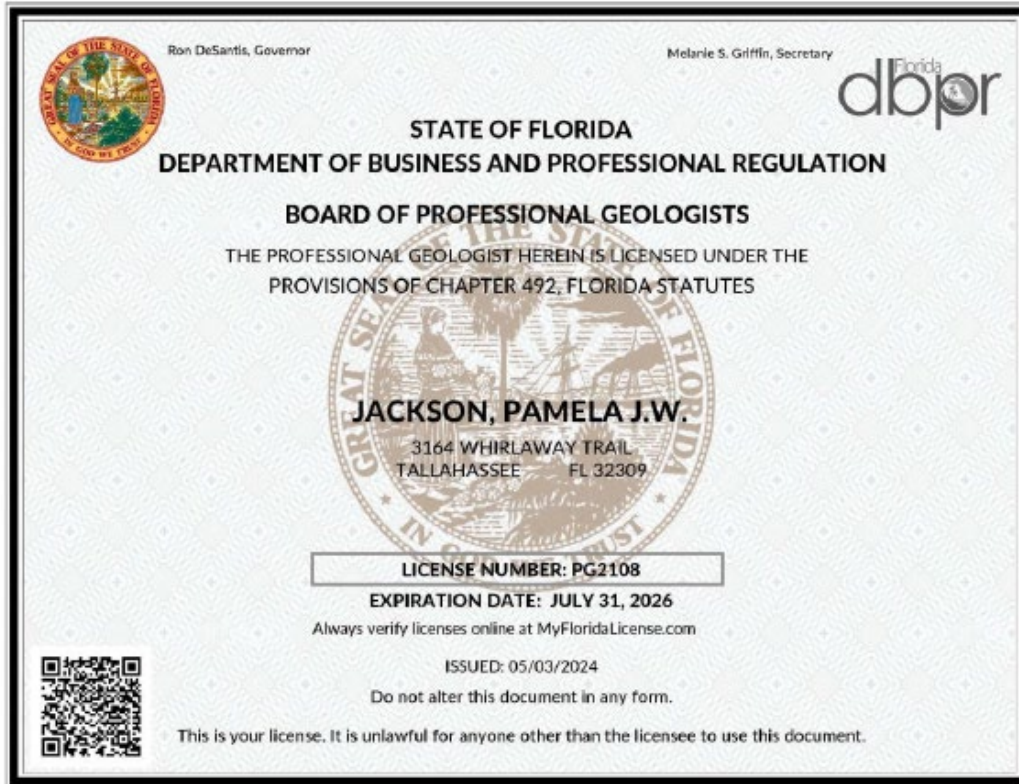
Name:	ANDERSON, BRENT W. (Primary Name)
Main Address:	316 SEA ISLAND WAY TAMPA Florida 33602
County:	HILLSBOROUGH

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	54762
Status:	Current,Active
Licensure Date:	07/26/1999
Expires:	02/28/2027







2025 CCNA-Engineering and Design RFQ			Hourly Rates		
#	Title	Description	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3
1	Archaeologist	Bachelor's degree in related field and/or relevant experience	\$ -	\$ -	\$ -
2	Architect	registered w/ 1+ years post registration experience. Not for use on CEI	\$ -	\$ -	\$ -
3	Architect Intern	non-licensed with 4-year degree in Architecture	\$ -	\$ -	\$ -
4	CADD/Computer Technician	Design and Drafting Associates degree with 1+ year of experience	\$ 180.00	\$ 186.00	\$ 192.00
5	CEI Architect	Registered Architect, with 4 yrs. experience as registered architect. Please refer to CEI Scope of Services for additional information	\$ -	\$ -	\$ -
6	CEI Assist Proj Administrator/ Proj Engineer	<i>CEI Assist Project Engineer -</i> P.E. registered in the State of Florida (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) with 1 yr of engineering exp. in relevant transportation projects;	\$ -	\$ -	\$ -
		<i>CEI Assist Proj Administrator –</i> Engineering, Engineering Technology, or Construction Management degreed with 1 yr engineering exp. in relevant transportation projects, or for personnel without Engineering, Engineering Technology, or Construction Management degrees, HS diploma or equiv. and 6 years of responsible and related engineering exp. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
7	CEI Assist Contract Support Spec	HS diploma or equiv. plus 2 years of secretarial and/or clerical exp. and experience with word processing and data management software. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
8	CEI Building Inspector/Electrical	HS diploma or equiv. + 5 years exp. as a qualified building inspector or general contractor. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
9	CEI Community Outreach Specialist	H.S. diploma or equiv., and 3yrs in Community Outreach/Public Relations. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
10	CEI Contract Support Specialist	HS diploma or equiv. plus 4 years of CEI exp. or a Engineering, Engineering Technology, or Construction Management degree. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
11	CEI Environmental Specialist	B.S. degree in Environmental Science w/ 3 year's professional exp. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
12	CEI Geotechnical Technician- DSF	CTQP only. Please refer to CEI Scope of Services for additional details. DSF = (Drilled Shaft Foundations)	\$ -	\$ -	\$ -
13	CEI Inspector/Engineer Intern	<i>CEI Engineer Intern –</i> For personnel with Engineering, Engineering Technology or Construction Management degrees, EI Certificate is required	\$ -	\$ -	\$ -
		<i>CEI Inspector –</i> For personnel without Engineering, Engineering Technology, or Construction Management degrees, HS diploma or equiv. plus 2 yrs. exp. in constr. inspection, or degree in Engineering, Engineering Technology, or Construction Management and ability to obtain the required qualifications and certifications within one year. Please refer to CEI Scope of Services for additional information.	\$ -	\$ -	\$ -
14	CEI Inspector's Aide	HS diploma or equivalent. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
15	CEI ITS Inspector	HS diploma or equiv. or Civil, Electrical Engineering or Electrical Engineering Technology degree (with an EI certificate), with experience as detailed in the CEI Scope of Services. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
16	CEI Landscape Inspector	HS diploma or equiv with experience detailed in the CEI Scope of Services. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
17	CEI Project Administrator/CEI Project Engineer	<i>CEI Project Engineer -</i> P.E. registered in the State of Florida (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) with 2 years of engineering experience in relevant transportation projects,	\$ -	\$ -	\$ -
		<i>CEI Project Administrator -</i> Engineering, Engineering Technology, or Construction Management degreed requires 2 years of engineering experience in relevant transportation projects or for personnel without Engineering, Engineering Technology or Construction Management degrees, HS diploma or equiv. and 8 yrs. of CEI or roadway or bridge construction exp. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
18	CEI Project Administrator/CEI Project Eng(CC2)	<i>CEI Project Engineer (CC2) –</i> P.E. registered in the State of Florida (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) with 5 years general bridge construction experience. Refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
		<i>CEI Project Administrator (CC2) -</i> Engineering, Engineering Technology, or Construction Management degreed requires 5 years general bridge construction experience. Refer to CEI Scope of Services for additional details, or for personnel without Engineering, Engineering Technology or Construction Management degrees, HS diploma or equiv. and 8 yrs. of general bridge construction experience. Refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
19	CEI Res Compliance Specialist	HS diploma or equiv. with 1yr. experience as Resident Compliance Specialist on a construction project. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
20	CEI Scheduler	HS diploma or equivalent plus 4 yrs experience of schedule development and review for road and bridge construction using Primavera. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
21	CEI Secretary/Clerk Typist	HS diploma or equivalent plus 2 yrs secretarial and/or clerical exp. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
22	CEI Senior Community Outreach Specialist	H.S. diploma or equiv., and 10yrs in Community Outreach/Public Relations. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
23	CEI Senior Environmental Specialist	Bachelor's Degree in Environmental Science and 10 years of professional exp. A Master's degree in Physical or Natural Science or an equivalent may substitute for three (3) years of professional experience. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
24	CEI Senior Geotech Engr- DSF	P.E. (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) with 10 yrs exp as Geotechnical Engineer including at least one Cat II bridges w/ drilled shaft foundations. Please refer to CEI Scope of Services for additional detail. DSF = (Drilled Shaft Foundations)	\$ -	\$ -	\$ -
25	CEI Senior Geotechnical Technician-DSF	CTQP Drilled Shaft Inspector w/ 3+ years exp. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
		<i>CEI Senior Engineer Intern –</i> EI certificate and 1 year CEI experience in construction of roadway or bridge structures if degree in Engineering, Engineering Technology, and Construction Management.	\$ -	\$ -	\$ -

2025 CCNA-Engineering and Design RFQ			Hourly Rates		
#	Title	Description	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3
26	CEI Senior Inspector/Senior Engineer Intern	<i>CEI Senior Inspector</i> – Engineering, Engineering Technology, and Construction Management degreed and 1 year of CEI experience in construction of roadway and bridge structures. Personnel without Engineering, Engineering Technology and Construction Management degrees, HS grad or equiv. plus 4 years exp. in constr. engineering inspection in roadway or bridge construction. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
27	CEI Senior Inspector/Senior Engr Intern(CC2)	<i>CEI Senior Engineer Intern</i> – EI certificate and 5 years of general bridge construction CEI experience. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
		<i>CEI Senior Inspector</i> - HS grad or equiv. plus 5 years general bridge construction CEI exp. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
28	CEI Senior ITS Inspector	H.S. diploma or equiv. or Civil, Electrical Engineering or Electrical Engineering Technology degree (with an EI Certificate), with experience as detailed in the CEI Scope of Service. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
29	CEI Senior Landscape Inspector	Degree in Horticulture, Urban Forestry, Landscape Architecture plus two (2) years of roadway or commercial landscape construction experience. For personnel without degree in Horticulture, Urban Forestry, Landscape Architecture: HS diploma or equiv. plus four (4) years of roadway or commercial landscape construction experience. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
30	CEI Senior Project Engineer	P.E. registered in the State of Florida (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) and 6 years of engineering experience. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
31	CEI Sur Party Chief	High School diploma or equiv. +4 years of experience in construction surveying. Please refer to the CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
32	CEI Sur Survey Technician (Junior)	HS diploma or equiv. with some survey exp. or training preferred. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
33	CEI Sur Survey Technician (Senior)	HS diploma or equiv. plus 3 yrs. experience in construction surveying. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
34	CEI Systems Technician	H.S. diploma or equiv. + 5 yrs. exp. in electronic systems and/or Traffic Engineering Technician level work. Please refer to CEI Scope of Services	\$ -	\$ -	\$ -
35	CEI Utility Coordinator	H.S. diploma or equivalent with 4 years exp. performing utility coordination in accordance with Department standards. Please refer to CEI Scope of Services for additional details.	\$ -	\$ -	\$ -
36	Chief Archaeologist	Masters or PhD in related field with 20+ years of experience	\$ -	\$ -	\$ -
37	Chief Computer Programmer	20+ years of programming experience and experience in software development	\$ -	\$ -	\$ -
38	Chief Designer	20+ years of design experience, non-registered	\$ 189.00	\$ 195.00	\$ 201.00
39	Chief Engineer 1	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 15+ years of post-registration experience. Consultant proposes if individual is in a technical discipline oversight role.	\$ 273.00	\$ 282.00	\$ 291.00
40	Chief Engineer 2	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 25+ years of post-registration experience. Consultant proposes if individual is in a technical discipline oversight role.	\$ 320.00	\$ 330.00	\$ 340.00
41	Chief Planner	Degree in planning or equivalent, with 20+ years exp.	\$ -	\$ -	\$ -
42	Chief Scientist	Degree in related field with 20+ years of experience	\$ 230.00	\$ 237.00	\$ 245.00
43	Chief Utility Coordinator	HS Graduate with 20+ years of utility coordination experience including interpreting plans, and assisting the Utility Agency Owners (UAO) with completion of their work schedules and agreements, and FDOT, FHWA, and AASHTO standards, policies, procedures, and design criteria.	\$ -	\$ -	\$ -
44	Community Outreach Specialist	H.S. graduate or equivalent, and 3-10 years of public information experience. Not for use on CEI. Please use CEI Community Outreach Specialist	\$ -	\$ -	\$ -
45	Community Outreach Specialist - Junior	H.S. graduate or equivalent, with up to 3 years of public information experience. Not for use on CEI. Please use CEI Community Outreach Specialist.	\$ -	\$ -	\$ -
46	Community Outreach Specialist - Senior	H.S. graduate or equivalent, and 10+ years of public information experience. Not for use on CEI. Please use CEI Community Outreach Specialist	\$ -	\$ -	\$ -
47	Computer Programmer	5+ years of programming experience and experience in software development	\$ -	\$ -	\$ -
48	Data Manager (Pre-Event)	(Pre-Event contracts only) two plus years of experience working with a relational database management system.	\$ -	\$ -	\$ -
49	Design Intern	enrolled in BSCE	\$ -	\$ -	\$ -
50	Designer	10+ years of design experience, non-registered	\$ 185.00	\$ 191.00	\$ 197.00
51	Electrical Engineer	EE degree w/ 2+ years of post-graduate experience	\$ -	\$ -	\$ -
52	Engineer 1	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 0 years of post registration experience	\$ 195.00	\$ 201.00	\$ 208.00
53	Engineer 2	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 5+ years of post registration experience	\$ 234.00	\$ 242.00	\$ 250.00
54	Engineering Intern	entry level w/ engineering degree; EI License required	\$ 180.00	\$ 186.00	\$ 192.00
55	Engineering Technician	Entry level, with 0-4 years of experience	\$ 156.00	\$ 161.00	\$ 166.00
56	Environmental Specialist	B.S. degree in physical or natural sciences or engineering w/ 2+ year's exp.	\$ 102.00	\$ 106.00	\$ 110.00
57	GIS Specialist	Degree in related field; or combination of education and experience	\$ 187.00	\$ 193.00	\$ 199.00
58	Graphic Designer	Degree in Graphic Design and/or relevant experience	\$ -	\$ -	\$ -
59	Inspector	H.S. graduate or equivalent +2 years experience in inspection. Not for use on CEI	\$ -	\$ -	\$ -
60	ITS Inspector	H.S. graduate or equivalent +2 years experience in inspection, one year of which is ITS construction inspection. Not for use on CEI	\$ -	\$ -	\$ -
61	Land Planner	Degree in related field; or combination of education and experience or AICP	\$ -	\$ -	\$ -
62	Landscape Architect	Registered. Not for use on CEI	\$ -	\$ -	\$ -
63	Landscape Architect Intern	entry level w/ BS degree or equivalent. Not for use on CEI	\$ -	\$ -	\$ -
64	Landscape Designer/Landscape Planner	Non-registered with 3+ years of experience	\$ -	\$ -	\$ -
65	MAT Asphalt Plant Inspector	HS grad or equiv, plus 1 yr. of experience in surveillance & insp. of hot mix asphalt plant operations or 80 hours working under an approved and qualified asphalt plant inspector at the asphalt plant. Not for use on CEI	\$ -	\$ -	\$ -
66	MAT Chief Engineer	P.E. (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 20+ years of post registration experience	\$ -	\$ -	\$ -
67	MAT Engineer	P.E. (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 5 yrs. Industry Experience	\$ -	\$ -	\$ -
68	MAT Engineer Intern	Entry level w/ Engineering Degree and E.I.T. Certificate. Not for use on CEI	\$ -	\$ -	\$ -

2025 CCNA-Engineering and Design RFQ					
			Hourly Rates		
#	Title	Description	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3
69	MAT Engineering Technician	H.S. grad w/ 1yr Industry Experience and CTQP qualifications as required. Not for use on CEI	\$ -	\$ -	\$ -
70	MAT Inspector	H.S. grad w/ 1yr Industry Experience and applicable CTQP qualifications. Not for use on CEI	\$ -	\$ -	\$ -
71	MAT Principal Engineer	P.E. (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) (w/ 15+ years of post registration experience	\$ -	\$ -	\$ -
72	MAT Project Manager	H.S. grad w/ 3yrs Industry Experience	\$ -	\$ -	\$ -
73	MAT Secretary/Clerical	Entry level w/ H.S. degree or equivalent	\$ -	\$ -	\$ -
74	MAT Senior Asphalt Plant Inspector	H.S w/ 4yr Industry Experience; CTQP Asphalt Plant Level 1&2; CTQP Asphalt Paving Level 1&2; must complete additional training (if required by District). Not for use on CEI	\$ -	\$ -	\$ -
75	MAT Senior Engineer	P.E. (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.)) w/ 10 yrs. Industry Experience	\$ -	\$ -	\$ -
76	MAT Senior Engineering Technician	H.S. grad w/ 4 yrs Industry Experience and CTQP qualifications as required. Not for use on CEI	\$ -	\$ -	\$ -
77	MAT Senior Inspector	H.S. grad w/ 4 yrs. Industry Experience and applicable CTQP qualifications. Not for use on CEI	\$ -	\$ -	\$ -
78	MAT Technical Secretary	H.S. grad w/ 3 yrs. applicable Technical Experience	\$ -	\$ -	\$ -
79	MAT Technician Aid	Entry level w/ H.S. degree or equivalent	\$ -	\$ -	\$ -
80	Office Manager/EEO/RCS	3+ years of clerical experience (for use in CEI contracts only)	\$ -	\$ -	\$ -
81	Planner	Degree in planning or equivalent/ 1+ years of experience	\$ -	\$ -	\$ -
82	Principal Engineer	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 20+ years of post-registration experience. Consultant proposes if individual is in an enterprise oversight role (over resources and team).	\$ 320.00	\$ 330.00	\$ 340.00
83	Project Architect	registered w/ 5+ years of post-registration experience. Not for use on CEI	\$ -	\$ -	\$ -
84	Project Landscape Architect	Registered w/ 5+ years post-registration experience. Not for use on CEI	\$ -	\$ -	\$ -
85	Project Manager 1	PE (where appropriate) w/ 5+ years of post-registration experience	\$ 234.00	\$ 242.00	\$ 250.00
86	Project Manager 2	PE (where appropriate) w/ 10+ years of post-registration experience	\$ 312.00	\$ 322.00	\$ 332.00
87	Project Manager 3	PE (where appropriate) w/ 15+ years of post-registration experience	\$ 332.00	\$ 342.00	\$ 353.00
88	Project Planner	Degree in planning or equivalent/ 5+ years of experience	\$ -	\$ -	\$ -
89	Scientist	Relevant Degree / Entry Level	\$ 132.00	\$ 136.00	\$ 141.00
90	Secretary/Clerical	entry level w/ HS degree or equivalent	\$ 78.00	\$ 81.00	\$ 84.00
91	Senior Archaeologist	Masters or PhD in related field w/ 10+ years of experience	\$ -	\$ -	\$ -
92	Senior Architect	registered w/ 10+ years of post-registration experience. Not for use on CEI	\$ -	\$ -	\$ -
93	Senior Computer Programmer	10+ years of programming experience and experience in software development	\$ -	\$ -	\$ -
94	Senior Designer	15+ years of design experience, non-registered	\$ 189.00	\$ 195.00	\$ 201.00
95	Senior Electrical Engineer	EE degree w/ 10+ years of post-graduate experience	\$ -	\$ -	\$ -
96	Senior Engineer 1	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 10+ years of post registration experience. Individual is not discipline lead – in production role.	\$ 290.00	\$ 299.00	\$ 308.00
97	Senior Engineer 2	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 20+ years of post-registration experience. Individual is not discipline lead – in production role.	\$ 332.00	\$ 342.00	\$ 353.00
98	Senior Engineering Technician	5+ years of experience	\$ 195.00	\$ 201.00	\$ 208.00
99	Senior Environmental Specialist	M.S. Degree in Physical or Natural Science & 7 yrs exp, Or a bachelor's degree in Environmental Science and 10 years of exp.	\$ 230.00	\$ 237.00	\$ 245.00
100	Senior Inspector	HS degree + 4 years of experience. Not for use on CEI	\$ 154.00	\$ 159.00	\$ 164.00
101	Senior ITS Inspector	H.S. graduate or equivalent +4 years' experience in inspection, two years of which is ITS construction inspection. Not for use on CEI	\$ -	\$ -	\$ -
102	Senior Landscape Architect	registered w/ 10+ years of post-registration experience. Not for use on CEI	\$ -	\$ -	\$ -
103	Senior Mechanical Engineer	ME degree w/ 10+ years of post-graduate experience	\$ -	\$ -	\$ -
104	Senior Planner	Degree in planning or equivalent w/ 10+ years of experience	\$ -	\$ -	\$ -
105	Senior Scientist	Relevant Degree w/ 10+ years of experience	\$ 182.00	\$ 188.00	\$ 194.00
106	Senior Utility Coordinator	HS graduate with 10+ years of utility coordination experience including interpreting plans, and assisting the Utility Agency Owners (UAO) with completion of their work schedules and agreements, and FDOT, FHWA, and AASHTO standards, policies, procedures, and design criteria. Not for use on CEI	\$ -	\$ -	\$ -
107	SUR Aerial Sensor Operator	HS Graduate or Equivalent and 1+ years' experience with the type of sensor(s) and data collection system(s) being utilized for raw data collection. Not for use on CEI	\$ -	\$ -	\$ -
108	SUR Chief Scientist	Master's Degree or Higher in desired field of subject matter expertise	\$ -	\$ -	\$ -
109	SUR Chief Surveyor	PSM with 20+ years post license experience. Not for use on CEI	\$ -	\$ -	\$ -
110	SUR Field Crew Supervisor I	MOT Certification with 1+ years supervisory experience.	\$ -	\$ -	\$ -
111	SUR Field Crew Supervisor II	PSM and MOT Certification, with 1+ years supervisory experience.	\$ -	\$ -	\$ -
112	SUR Mobile Survey Analyst 1	HS Graduate or equivalent with minimum 2+ years survey experience, of which 1+ years must be in digital mapping using mobile remote sensing data.	\$ -	\$ -	\$ -
113	SUR Mobile Survey Analyst 2	HS Graduate or equivalent with a minimum of 4+ years survey experience of which 2+ years must be in processing, analysis, and adjustment of mobile remote sensing data	\$ -	\$ -	\$ -
114	SUR Mobile Survey Analyst 3	HS Graduate or equivalent with a minimum of 6+ years survey experience of which 4+ years must be in processing, analysis, and adjustment of mobile remote sensing data	\$ -	\$ -	\$ -
115	SUR Mobile Survey Operator	HS Graduate or equivalent with minimum of 4 years survey experience, 2 of which must be in operation of mobile remote sensing equipment.	\$ -	\$ -	\$ -
116	SUR Senior Surveyor 1	PSM with 10+ years post license experience.	\$ -	\$ -	\$ -
117	SUR Senior Surveyor 2	PSM with 15+ years post license experience.	\$ -	\$ -	\$ -
118	SUR Survey Project Manager 1	HS Graduate or equivalent with a minimum 10+ years' experience, of which 6+ years must be in surveying for transportation and 4+ years in Survey Project Management	\$ -	\$ -	\$ -
119	SUR Survey Project Manager 2	PSM with 4+ years post licensure transportation experience and 2+ years post licensure Survey Project Management experience	\$ -	\$ -	\$ -
120	SUR Survey Project Manager 3	PSM with 6+ years post licensure transportation experience and 4+ years Survey Project Management experience.	\$ -	\$ -	\$ -
121	SUR Secretary/Clerical	HS Graduate or equivalent with 1+ years' experience	\$ -	\$ -	\$ -
122	SUR SUE Technician 1	HS Graduate or Equivalent with entry level experience in Utility or Survey. Not for use on CEI	\$ -	\$ -	\$ -
123	SUR SUE Technician 2	HS Graduate or Equivalent with 2+ years SUE experience. Not for use on CEI	\$ -	\$ -	\$ -
124	SUR SUE Technician 3	HS Graduate or Equivalent with 4+ years SUE experience. Not for use on CEI	\$ -	\$ -	\$ -
125	SUR Rod Person	HS Graduate or Equivalent with entry level experience in Survey.	\$ -	\$ -	\$ -
126	SUR Instrument Operator	HS Graduate or Equivalent with 2+ years survey experience.	\$ -	\$ -	\$ -
127	SUR Crew Chief	HS Graduate or Equivalent with 4+ years survey experience.	\$ -	\$ -	\$ -
128	SUR Survey/GIS/SUE Analyst 1	HS Graduate or Equivalent 1+ years Survey/Mapping/GIS experience.	\$ -	\$ -	\$ -

2025 CCNA-Engineering and Design RFQ				Hourly Rates		
#	Title	Description	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3	
129	SUR Survey/GIS/SUE Analyst 2	HS Graduate or Equivalent with 5+ years, or HS plus Geospatial Related Secondary Degree or Certification (GISP) with 2+ years Survey/Mapping/GIS experience.	\$ -	\$ -	\$ -	
130	SUR Survey/GIS/SUE Analyst 3	HS Graduate or Equivalent with 8+ years, or HS plus Geospatial Related Secondary Degree or Certification (GISP) with 4+ years Survey/Mapping/GIS experience.	\$ -	\$ -	\$ -	
131	SUR Surveyor	PSM with 1+ year transportation experience.	\$ -	\$ -	\$ -	
132	SUR UAS Operator	Unmanned Autonomous System (UAS) Operator - HS Graduate / Equivalent with 1+ years survey experience, and 1+ years UAS experience. If system is airborne, a Federal Aviation Administration (FAA) Remote Pilot Certificate is also required.	\$ -	\$ -	\$ -	
133	Technician Aid	Entry level Design and Drafting	\$ -	\$ -	\$ -	
134	Transportation Data Analyst	Bachelor's Degree in Natural Science, Engineering, Mathematics, Statistics, Computer Science or related field and 0-3 years of experience for data collection, data analysis, data mining, data quality control.	\$ -	\$ -	\$ -	
135	Transportation Data Scientist	Master's Degree in Natural Science, Engineering, Mathematics, Statistics, Computer Science or related field plus five years of experience in data collection, data analysis, data mining, data quality control in analyzing data OR Bachelor's degree and 10 years exp.	\$ -	\$ -	\$ -	
136	Transportation Data Technician	HS Grad or equiv., with 0-2 years of experience, for data collection, field collection.	\$ -	\$ -	\$ -	
137	Utility Coordinator	H.S. graduate or equivalent with 4+ years of experience in utility coordination. Not for use on CEI	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
#	Title	Description	Hourly Rate Year 2	Hourly Rate Year 3		
** IDENTIFY SUBCONSULTANT NAME BY FIRM AND COPY/ PASTE THE JOB CLASSIFICATION/ JOB DESCRIPTION FROM ABOVE,						
	Company Name: Clearview Land Design, PL					
1	CADD/Computer Technician	Design and Drafting Associates degree with 1+ year of experience	\$ 155.00	\$ 161.20	\$ 167.65	
2	Chief Designer	20+ years of design experience, non-registered	\$ 195.00	\$ 202.80	\$ 210.91	
3	Chief Engineer 1	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 15+ years of post-registration experience. Consultant proposes if individual is in a technical discipline oversight role.	\$ 305.00	\$ 317.20	\$ 329.89	
4	Chief Engineer 2	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 25+ years of post-registration experience. Consultant proposes if individual is in a technical discipline oversight role.	\$ 320.00	\$ 332.80	\$ 346.11	
6	Chief Planner	Degree in planning or equivalent, with 20+ years exp.	\$ 225.00	\$ 234.00	\$ 243.36	
7	Chief Scientist	Degree in related field with 20+ years of experience	\$ 230.00	\$ 239.20	\$ 248.77	
8	Design Intern	enrolled in BSCE	\$ 95.00	\$ 98.80	\$ 102.75	
9	Designer	10+ years of design experience, non-registered	\$ 120.00	\$ 124.80	\$ 129.79	
10	Engineer 1	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 0 years of post registration experience	\$ 160.00	\$ 166.40	\$ 173.06	
11	Engineer 2	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 5+ years of post registration experience	\$ 190.00	\$ 197.60	\$ 205.50	
12	Engineering Intern	entry level w/ engineering degree; EI License required	\$ 120.00	\$ 124.80	\$ 129.79	
13	Engineering Technician	Entry level, with 0-4 years of experience	\$ 100.00	\$ 104.00	\$ 108.16	
14	Environmental Specialist	B.S. degree in physical or natural sciences or engineering w/ 2+ year's exp.	\$ 155.00	\$ 161.20	\$ 167.65	
15	GIS Specialist	Degree in related field; or combination of education and experience	\$ 160.00	\$ 166.40	\$ 173.06	
16	Graphic Designer	Degree in Graphic Design and/or relevant experience	\$ 150.00	\$ 156.00	\$ 162.24	
17	Inspector	H.S. graduate or equivalent +2 years experience in inspection. Not for use on CEI	\$ 150.00	\$ 156.00	\$ 162.24	
18	Land Planner	Degree in related field; or combination of education and experience or AICP	\$ 160.00	\$ 166.40	\$ 173.06	
19	Landscape Architect	Registered. Not for use on CEI	\$ 180.00	\$ 187.20	\$ 194.69	
20	Landscape Architect Intern	entry level w/ BS degree or equivalent. Not for use on CEI	\$ 110.00	\$ 114.40	\$ 118.98	
21	Landscape Designer/Landscape Planner	Non-registered with 3+ years of experience	\$ 125.00	\$ 130.00	\$ 135.20	
22	Planner	Degree in planning or equivalent/ 1+ years of experience	\$ 160.00	\$ 166.40	\$ 173.06	
23	Principal Engineer	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 20+ years of post-registration experience. Consultant proposes if individual is in an enterprise oversight role (over resources and team).	\$ 295.00	\$ 306.80	\$ 319.07	
24	Project Landscape Architect	Registered w/ 5+ years post-registration experience. Not for use on CEI	\$ 195.00	\$ 202.80	\$ 210.91	
25	Project Manager 1	PE (where appropriate) w/ 5+ years of post-registration experience	\$ 235.00	\$ 244.40	\$ 254.18	
26	Project Manager 2	PE (where appropriate) w/ 10+ years of post-registration experience	\$ 260.00	\$ 270.40	\$ 281.22	
27	Project Manager 3	PE (where appropriate) w/ 15+ years of post-registration experience	\$ 295.00	\$ 306.80	\$ 319.07	
28	Project Planner	Degree in planning or equivalent/ 5+ years of experience	\$ 160.00	\$ 166.40	\$ 173.06	
29	Scientist	Relevant Degree / Entry Level	\$ 105.00	\$ 109.20	\$ 113.57	
30	Secretary/Clerical	entry level w/ HS degree or equivalent	\$ 95.00	\$ 98.80	\$ 102.75	
31	Senior Designer	15+ years of design experience, non-registered	\$ 180.00	\$ 187.20	\$ 194.69	
32	Senior Engineer 1	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 10+ years of post registration experience. Individual is not discipline lead – in production role.	\$ 235.00	\$ 244.40	\$ 254.18	
33	Senior Engineer 2	PE (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 20+ years of post-registration experience. Individual is not discipline lead – in production role.	\$ 260.00	\$ 270.40	\$ 281.22	
34	Senior Engineering Technician	5+ years of experience	\$ 150.00	\$ 156.00	\$ 162.24	
34	Senior Entitlement Planner	5+ years of experience	\$ 215.00	\$ 223.60	\$ 232.54	
35	Senior Environmental Specialist	M.S. Degree in Physical or Natural Science & 7 yrs exp, Or a bachelor's degree in Environmental Science and 10 years of exp.	\$ 215.00	\$ 223.60	\$ 232.54	
36	Senior Inspector	HS degree + 4 years of experience. Not for use on CEI	\$ 180.00	\$ 187.20	\$ 194.69	
37	Senior Landscape Architect	registered w/ 10+ years of post-registration experience. Not for use on CEI	\$ 215.00	\$ 223.60	\$ 232.54	
38	Senior Planner	Degree in planning or equivalent w/ 10+ years of experience	\$ 215.00	\$ 223.60	\$ 232.54	
39	Senior Scientist	Relevant Degree w/ 10+ years of experience	\$ 215.00	\$ 223.60	\$ 232.54	
	Company Name: AREHNA Engineering, Inc.					
25	CEI Senior Geotechnical Technician-DSF	CTQP Drilled Shaft Inspector w/ 3+ years exp. Please refer to CEI Scope of Services for additional details.	\$ 105.00	\$ 108.15	\$ 111.39	
65	MAT Asphalt Plant Inspector	HS grad or equiv, plus 1 yr. of experience in surveillance & insp. of hot mix asphalt plant operations or 80 hours working under an approved and qualified asphalt plant inspector at the asphalt plant. Not for use on CEI	\$ 95.00	\$ 97.85	\$ 100.79	
66	MAT Chief Engineer	P.E. (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 20+ years of post registration experience	\$ 250.00	\$ 257.50	\$ 265.23	
67	MAT Engineer	P.E. (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) w/ 5 yrs. Industry Experience	\$ 185.00	\$ 190.55	\$ 196.27	
68	MAT Engineer Intern	Entry level w/ Engineering Degree and E.I.T. Certificate. Not for use on CEI	\$ 120.00	\$ 123.60	\$ 127.31	

2025 CCNA-Engineering and Design RFQ			Hourly Rates		
#	Title	Description	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3
69	MAT Engineering Technician	H.S. grad w/ 1yr Industry Experience and CTQP qualifications as required. Not for use on CEI	\$ 70.00	\$ 72.10	\$ 74.26
70	MAT Inspector	H.S. grad w/ 1yr Industry Experience and applicable CTQP qualifications. Not for use on CEI	\$ 80.00	\$ 82.40	\$ 84.87
71	MAT Principal Engineer	P.E. (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.) (w/ 15+ years of post registration experience	\$ 285.00	\$ 293.55	\$ 302.36
72	MAT Project Manager	H.S. grad w/ 3yrs Industry Experience	\$ 175.00	\$ 180.25	\$ 185.66
73	MAT Secretary/Clerical	Entry level w/ H.S. degree or equivalent	\$ 75.00	\$ 77.25	\$ 79.57
74	MAT Senior Asphalt Plant Inspector	H.S w/ 4yr Industry Experience; CTQP Asphalt Plant Level 1&2; CTQP Asphalt Paving Level 1&2; must complete additional training (if required by District). Not for use on CEI	\$ 102.00	\$ 105.06	\$ 108.21
75	MAT Senior Engineer	P.E. (Out of state PE licensure is acceptable, however engineering work products can only be signed and sealed by a Florida P.E.)) w/ 10 yrs. Industry Experience	\$ 235.00	\$ 242.05	\$ 249.31
76	MAT Senior Engineering Technician	H.S. grad w/ 4 yrs Industry Experience and CTQP qualifications as required. Not for use on CEI	\$ 90.00	\$ 92.70	\$ 95.48
77	MAT Senior Inspector	H.S. grad w/ 4 yrs. Industry Experience and applicable CTQP qualifications. Not for use on CEI	\$ 105.00	\$ 108.15	\$ 111.39
78	MAT Technical Secretary	H.S. grad w/ 3 yrs. applicable Technical Experience	\$ 80.00	\$ 82.40	\$ 84.87
87	Project Manager 3	PE (where appropriate) w/ 15+ years of post-registration experience	\$ 285.00	\$ 293.55	\$ 302.36
94	Senior Designer	15+ years of design experience, non-registered	\$ 110.00	\$ 113.30	\$ 116.70
Company Name: Hyatt Survey Services, Inc.					
109	SUR Chief Surveyor	PSM with 20+ years post license experience. Not for use on CEI	\$ 250.00	\$ 262.50	\$ 275.63
110	SUR Field Crew Supervisor I	MOT Certification with 1+ years supervisory experience.	\$ 140.00	\$ 147.00	\$ 154.35
111	SUR Field Crew Supervisor II	PSM and MOT Certification, with 1+ years supervisory experience.	\$ 155.00	\$ 162.75	\$ 170.89
112	SUR Mobile Survey Analyst 1	HS Graduate or equivalent with minimum 2+ years survey experience, of which 1+ years must be in digital mapping using mobile remote sensing data.	\$ -	\$ -	\$ -
113	SUR Mobile Survey Analyst 2	HS Graduate or equivalent with a minimum of 4+ years survey experience of which 2+ years must be in processing, analysis, and adjustment of mobile remote sensing data	\$ -	\$ -	\$ -
114	SUR Mobile Survey Analyst 3	HS Graduate or equivalent with a minimum of 6+ years survey experience of which 4+ years must be in processing, analysis, and adjustment of mobile remote sensing data	\$ -	\$ -	\$ -
115	SUR Mobile Survey Operator	HS Graduate or equivalent with minimum of 4 years survey experience, 2 of which must be in operation of mobile remote sensing equipment.	\$ -	\$ -	\$ -
116	SUR Senior Surveyor 1	PSM with 10+ years post license experience.	\$ 200.00	\$ 210.00	\$ 220.50
117	SUR Senior Surveyor 2	PSM with 15+ years post license experience.	\$ 225.00	\$ 236.25	\$ 248.06
118	SUR Survey Project Manager 1	HS Graduate or equivalent with a minimum 10+ years' experience, of which 6+ years must be in surveying for transportation and 4+ years in Survey Project Management	\$ 155.00	\$ 162.75	\$ 170.89
119	SUR Survey Project Manager 2	PSM with 4+ years post licensure transportation experience and 2+ years post licensure Survey Project Management experience	\$ 165.00	\$ 173.25	\$ 181.91
120	SUR Survey Project Manager 3	PSM with 6+ years post licensure transportation experience and 4+ years Survey Project Management experience.	\$ 175.00	\$ 183.75	\$ 192.94
121	SUR Secretary/Clerical	HS Graduate or equivalent with 1+ years' experience	\$ 60.00	\$ 63.00	\$ 66.15
122	SUR SUE Technician 1	HS Graduate or Equivalent with entry level experience in Utility or Survey. Not for use on CEI	\$ -	\$ -	\$ -
123	SUR SUE Technician 2	HS Graduate or Equivalent with 2+ years SUE experience. Not for use on CEI	\$ -	\$ -	\$ -
124	SUR SUE Technician 3	HS Graduate or Equivalent with 4+ years SUE experience. Not for use on CEI	\$ -	\$ -	\$ -
125	SUR Rod Person	HS Graduate or Equivalent with entry level experience in Survey.	\$ 65.00	\$ 68.25	\$ 71.66
126	SUR Instrument Operator	HS Graduate or Equivalent with 2+ years survey experience.	\$ 85.00	\$ 89.25	\$ 93.71
127	SUR Crew Chief	HS Graduate or Equivalent with 4+ years survey experience.	\$ 130.00	\$ 136.50	\$ 143.33
128	SUR Survey/GIS/SUE Analyst 1	HS Graduate or Equivalent 1+ years Survey/Mapping/GIS experience.	\$ 100.00	\$ 105.00	\$ 110.25
129	SUR Survey/GIS/SUE Analyst 2	HS Graduate or Equivalent with 5+ years, or HS plus Geospatial Related Secondary Degree or Certification (GISP) with 2+ years Survey/Mapping/GIS experience.	\$ 125.00	\$ 131.25	\$ 137.81
130	SUR Survey/GIS/SUE Analyst 3	HS Graduate or Equivalent with 8+ years, or HS plus Geospatial Related Secondary Degree or Certification (GISP) with 4+ years Survey/Mapping/GIS experience.	\$ 145.00	\$ 152.25	\$ 159.86
131	SUR Surveyor	PSM with 1+ year transportation experience.	\$ 150.00	\$ 157.50	\$ 165.38
132	SUR UAS Operator	Unmanned Autonomous System (UAS) Operator - HS Graduate / Equivalent with 1+ years survey experience, and 1+ years UAS experience. If system is airborne, a Federal Aviation Administration (FAA) Remote Pilot Certificate is also required.	\$ -	\$ -	\$ -
133	Technician Aid	Entry level Design and Drafting	\$ -	\$ -	\$ -
134	Transportation Data Analyst	Bachelor's Degree in Natural Science, Engineering, Mathematics, Statistics, Computer Science or related field and 0-3 years of experience for data collection, data analysis, data mining, data	\$ -	\$ -	\$ -
135	Transportation Data Scientist	Master's Degree in Natural Science, Engineering, Mathematics, Statistics, Computer Science or related field plus five years of experience in data collection, data analysis, data mining, data quality control in analyzing data OR Bachelor's degree and 10 years exp.	\$ -	\$ -	\$ -
136	Transportation Data Technician	HS Grad or equiv., with 0-2 years of experience, for data collection, field collection.	\$ -	\$ -	\$ -
137	Utility Coordinator	H.S. graduate or equivalent with 4+ years of experience in utility coordination. Not for use on CEI	\$ -	\$ -	\$ -
XXX	SUR Hydrographic Survey Crew	2 person Hydrographic Survey Crew w/ vessel, GPS positioning & single beam sonar	\$ 350.00	\$ 367.50	\$ 385.88



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LICENSEE DETAILS

12:46:36 PM 4/20/2025

Licensee Information

Name:	KELSAY, BRIAN PATRICK (Primary Name)
Main Address:	11065 PEPPERMILL LANE JACKSONVILLE Florida 32257
County:	DUVAL

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	64776
Status:	Current,Active
Licensure Date:	07/12/2006
Expires:	02/28/2027

EXHIBIT “B”

<i>Task Order Form-Continuing Contract for Professional Design Services</i>			
<i>Date of Task Order Request</i>			
<i>Firm Selected for Task</i>			
<i>Task (Project) Name</i>			
<i>Task Description (and other relevant details)</i>			
<i>Task Budget</i>			
<i>Task Proposal Due Date</i>			
<i>Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please the Public Services Dept. @ 727-363-9243.</i>			
<i>Acknowledgement of Task Order:</i>			
<i>Frances Robustelli</i>	<i>Date</i>	<i>Signature</i>	<i>Date</i>
<i>City Manager</i>			
<i>City of St. Pete Beach</i>		<i>Name</i>	
		<i>Title</i>	
<i>Camden Mills</i>	<i>Date</i>	<i>Firm</i>	
<i>Public Services Director</i>			
<i>City of St. Pete Beach</i>			

EXHIBIT “C”

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:

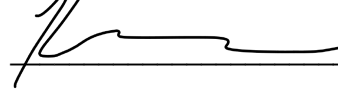
- A. None.

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: Brent W. Anderson

Title: Vice President

Company: NorthStar Contracting Group, Inc.

ATTEST:

City of St. Pete Beach

City Clerk

Frances Robustelli, City Manager

Type text here

EXHIBIT D

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.

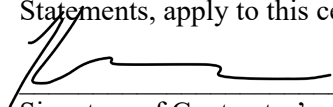
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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.

NorthStar Contracting Group, Inc.

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

Brent W. Anderson / Vice President

Name and Title of Contractor's Authorized Official

8/11/2025

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

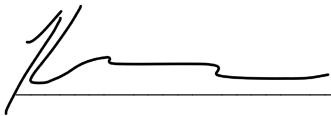
- a. Under this Agreement, grant funds will not be obligated or expended to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications 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 11 day of August, 2025.

Signed: 

Print Name: Brent W. Anderson

Title: Vice President

[END OF EXHIBIT]



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

Agenda Report

Agenda Title Name: Authorize the City Manager to execute the Continuing Contract for Professional Design Services with Cummins Cederberg, Inc for three years.

Action Request: Motion to authorize the City Manager to execute the Continuing Contract for Professional Design Services with Cummins Cederberg, Inc for three years.

Strategic Objective: Operational Excellence

Date: September 22, 2025

Prepared By: Camden Mills, Public Services Director

Through: Frances Robustelli, City Manager

Summary of Issue: The City publicly advertised a Request for Qualifications (RFQ) for Engineering and Consulting Services, and a total of 29 firms submitted proposals for evaluation on May 6, 2025. The City's RFQ evaluation committee recommended 7 firms for continuing contracts to support budgeted capital improvement projects throughout the City. Cummins Cederberg, Inc. was selected to provide services related to marine engineering.

This contract shall expire three (3) years after the effective date and may be extended for up to two (2) additional one (1) year periods.

Funding: Task orders will be issued project by project on an as-needed basis, subject to budgeted funds, within the Consultant's Competitive Negotiation Act (CCNA), established under Florida Statute 287.055.

Attachments: 1. Cummins Cederberg CCNA Contract

CITY OF ST. PETE BEACH, FLORIDA
Continuing Contract for Professional Design Services

CUMMINS CEDERBERG, INC.-Marine

This is a Contract (the “Contract”) entered into by and between the City of St. Pete Beach (hereinafter "CITY") and Cummins Cederberg, Inc. (hereinafter "CONSULTANT"). The CITY and CONSULTANT together shall be referred to as the “Parties.”

WHEREAS, the CITY desires to retain the CONSULTANT to perform Continuing Professional Design Services- Marine for the CITY, more fully described below in the “scope of services” section.

WHEREAS, the CITY desires to employ the CONSULTANT for the Continuing Professional Design Services- Marine and other services upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon such terms and conditions.

WHEREAS, the CONSULTANT has been selected to perform these professional services pursuant to the provisions of the “Consultants’ Competitive Negotiation Act” in Section 287.055; Florida Statutes, and all applicable CITY rules, regulations and policies.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1 – GENERAL.

- 1.1 The above recitals are true and correct, and incorporated as part of this Contract.
- 1.2 CONSULTANT shall be defined herein to include all principals of the firm of, including full time employees, professionals or otherwise, and all servants, agents, employees and/or subconsultants retained by the CONSULTANT to perform its obligations hereunder. Subconsultants shall be reviewed and approved by the CITY prior to Notice to Proceed with their prospective work assignments.
- 1.3 “Professional services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

- 1.4 Prior to the start of any work under this Contract, the CONSULTANT will have submitted to the CITY a detailed resume of key engineering personnel that will be involved in performing services requested by the CITY. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the CONSULTANT desires to change the key personnel in an active assignment, it shall submit the qualifications of the new personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.
- 1.5 The CONSULTANT acknowledges that the CITY has retained other consultants, engineering and otherwise, and the coordination between said consultants and the CONSULTANT may be necessary from time to time for the successful completion of the Assignments. The CONSULTANT agrees to provide such coordination as necessary within the Scope of Services.
- 1.6 The CONSULTANT 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 Contract.
- 1.7 The CONSULTANT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Assignment.
- 1.8 Requirements for sealing all plans, reports and documents prepared by the CONSULTANT shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.9 This Contract may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Contract shall be the date this Contract has been executed by all parties.

SECTION 2 – SCOPE OF SERVICES.

- 2.1 The CONSULTANT shall diligently and in a professional and timely manner perform the work included in the Scope of Services as listed generally in the Request for Qualifications (RFQ) attached and incorporated in this Contract as Exhibit A. Unless modified in writing by the parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.
- 2.2 GENERAL. The CONSULTANT agrees to perform those services described in Exhibit A – RFQ, dated 3/19/2025, which is attached hereto and made a part hereof.
- 2.3 ADDITIONAL SERVICE. The CITY and the CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the

performance of the Scope of Services that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders and shall be undertaken only under terms of formal amendments to this Contract.

- 2.4 **TASK ORDERS.** Additional services to be provided by the CONSULTANT shall be authorized in writing as Task Orders. Task Orders to be provided shall be prepared on the form delineated as Exhibit B - which is attached hereto and made a part hereof. Each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the work authorized; and the amount and method of compensation. Task Orders shall be dated and serially numbered annually. The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this contract.
- 2.5 The CITY Manager or his/her designee may authorize Task Orders for services under this continuing contract, which are equal to or less than limits prescribed for Continuing Contracts under the provision of F.S. 287.055(g) or limits set by the CITY's rules, regulations, and policies. Professional fees under such specified Task Orders shall be based on a written proposal from the CONSULTANT as may be requested in writing by the CITY's designated representative, who shall process the proposal through the appropriate departments at the CITY. A single unitary task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this continuing contract.

SECTION 3 – CITY'S RIGHTS AND RESPONSIBILITIES.

The CITY shall provide the service described below in a timely fashion at no cost to the CONSULTANT:

- 3.1 Furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data and other information that is available in the CITY's files, necessary or useful to the CONSULTANT for the performance of the assignment. All of the documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the assignment to be performed by the CONSULTANT.
- 3.2 Make CITY personnel available when required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the CONSULTANT to enter upon the project lands as required for the CONSULTANT within a reasonable time, to perform surveys, observations and other work as necessary to complete the assignment.

- 3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and render written decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 3.5 Transmit instructions, relevant information and provide interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 3.6 Give prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope of timing of the CONSULTANT's services or becomes aware of any defect or changes necessary in the work of the CONSULTANT.
- 3.7 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the CONSULTANT.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the assignment not covered under the assignment.

SECTION 4 – COMPENSATION.

- 4.1 GENERAL. Compensation to the CONSULTANT for services performed pursuant to this Contract shall be in accordance with the following method or compensation, as defined and indicated a the "Lump Sum Method."

The type and amount of compensation for each Task Order shall be described on the Task Order form included in "Exhibit B."

4.2 LUMP SUM METHOD

- a. Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, subconsultants' and specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work, or other conditions stipulated in the Task Order, and the Task Order is modified by both the CITY and CONSULTANT to reflect the change(s) by formal amendment to this Contract.
- b. Payment to the CONSULTANT for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the CONSULTANT and accepted by the CITY.

- 4.3 INVOICE PROCESSING. Invoices received by the CITY will be processed for payment within thirty (30) days of receipt of invoice. CONSULTANT will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the

CITY with an explanation of the deficiencies. The CITY will make an effort to resolve all questionable items contained in the CONSULTANT's invoices within thirty (30) days of receipt of the invoices by the CITY. At the end of the thirty (30) day period, the CITY shall pay the CONSULTANT the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the initiating CITY representative.

4.4 **PAYMENT IN THE EVENT OF CONTRACT TERMINATION OR SUSPENSION.** In the event that a Task Order or this Contract is terminated or canceled, or the CONSULTANT's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of this Contract.

4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT.** If instructed to do so by CITY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The additional compensation shall be requested by the CONSULTANT on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the assignment by formal amendment or Task Order to this Contract.

SECTION 5 - WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF CONTRACT.

5.1 **WORK COMMENCEMENT.** The CONSULTANT shall commence work on each authorized Task Order within ten (10) days after receipt by the CONSULTANT of a written Notice-To-Proceed from the CITY's Designated Representative. If the CONSULTANT fails to commence work within the ten (10) day period, then the CITY shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the CONSULTANT.

5.2 **IMPLEMENTATION SCHEDULE.** The CONSULTANT must complete its work in accordance with the time schedule specified in the applicable Task Order/Assignment. In the event the work of the CONSULTANT is delayed due to no fault of the CONSULTANT, which delays the completion of any Task Order of the Assignment, the CONSULTANT is entitled to an appropriate extension of the contract time for the specific Task Order. Additional compensation to the CONSULTANT will be negotiated to the mutual agreement of the CITY and the CONSULTANT in the event such delay causes any Task Order's costs to increase for reasons beyond the CONSULTANT's control.

5.3 **TERM.** This Contract shall expire three (3) years after the effective date of this Contract and may be extended for up to two (2) additional one (1) year periods, not to exceed five (5) years maximum, upon written mutual consent of the CITY and the CONSULTANT.

5.4 **CONTINUING CONTRACT.** In accordance with 287.055 (g), this is a "continuing contract" for professional services entered into in accordance with all procedures of this act between the CITY and the CONSULTANT, whereby the CONSULTANT shall

provide professional services to the CITY for projects in which construction or professional costs do not exceed the statutory limitations imposed. Additionally, the CONSULTANT shall provide for work of a specified nature as outlined in Exhibit A of this Contract as required by the CITY.

SECTION 6 - CITY'S "DESIGNATED" REPRESENTATIVE.

- 6.1 GENERAL. The CITY hereby designates the CITY Manager or his/her designee to represent the CITY in all matters pertaining to and arising from the work and performance of this contract. The CITY Manager or designee shall have the following responsibilities:
- a. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
 - b. Transmission of instructions, receipt of information and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
 - c. Giving prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any defects or changes necessary in the project.
 - d. Following the CONSULTANT's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.
 - e. When appropriate, authorizing Task Orders equal to or less than limits prescribed for Continuing Contracts pursuant to the provisions of FS 287.055(g) and applicable rules, regulations, r policies of the City.

SECTION 7 - CHANGES IN SCOPE.

- 7.1 The CITY or the CONSULTANT may request changes in the Scope of Services of a Task Order. Such change(s), including any increase or decrease in the amount of the CONSULTANT's compensation for any Task Order pursuant to this Contract, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated by written formal amendment.

SECTION 8 - TERMINATION OF CONTRACT.

- 8.1 TERMINATION BY CITY FOR CAUSE. The CITY may terminate this Contract for any one or more of the following reasons:
- a. If adequate progress on any phase of the assignment is not being made by the CONSULTANT as a direct result of the CONSULTANT's failure to perform.

- b. The quality of the services performed by the CONSULTANT is not in conformance with commonly accepted design codes and standards, standards of the CITY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment.
- c. The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT.
- d. The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors.
- e. The CONSULTANT violates the Standards of Conduct provisions of this Contract herein.
- f. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
- g. Sub-standard or non-performance of Agreement.
- h. The City wishes to terminate at any time and for any reason, upon giving sixty (60) days prior written notice to the CONSULTANT.

8.2 TERMINATION BY CONSULTANT FOR CAUSE. The CONSULTANT may cancel this Contract for the following reasons:

- a. The CITY fails to meet its obligations and responsibilities as contained in the sections of this Contract describing the CITY's Rights and Responsibilities.
- b. The CITY fails to pay the CONSULTANT in accordance with this Contract.
- c. In the event of either of the causes described in this Contract, the CONSULTANT may send a certified letter requesting that the CITY show cause why the Contract should not be terminated. If adequate assurances are not given to the CONSULTANT within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONSULTANT may consider the CITY to be in default, and may immediately terminate this Contract.

8.3 TERMINATION BY CITY WITHOUT CAUSE. Notwithstanding any other provision of this Contract, the CITY shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Assignment without cause, provided that ten (10) days prior written notice is given to the CONSULTANT of the CITY's intent to terminate. In the event that a Task Order is terminated, The CITY shall identify the specific Task Order(s) being terminated and the specific Task Order(s) to be continued to completion pursuant to the provisions of this Contract. This Contract will remain in full

force and effect as to all authorized Task Orders which are to be continued to completion under this type of arrangement.

- 8.4 PAYMENT IN THE EVENT OF TERMINATION. In the event this Contract or any Assignment is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the CONSULTANT. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional direct costs to be incurred by the CITY due to such default.

8.5 ACTION FOLLOWING TERMINATION

- a. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- b. In the case of the CITY terminating the CONSULTANT, the CONSULTANT shall within ten (10) days or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the CONSULTANT in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the CITY. Notwithstanding the foregoing, the CONSULTANT shall not be held liable for the accuracy or reliability of any partially completed work delivered in accordance with this provision.

8.6 SUSPENSION

- a. The performance of the CONSULTANT's service under any provision of this Contract may be suspended by the CITY at any time. In the event the CITY suspends the performance of the CONSULTANT's services hereunder, the CITY shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by the CONSULTANT, and CITY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended services unless and until the CITY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the CITY that the CONSULTANT's services hereunder are to be resumed, the CONSULTANT shall complete the services of the CONSULTANT called for in this Contract and the CONSULTANT shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the CONSULTANT under this Contract, same to be payable at the times and in the number specified herein. In no event will the compensation

or any part thereof become due or payable to the CONSULTANT under this Contract unless and until the CONSULTANT has attained that state of work where the same would be due and payable to the CONSULTANT under the provisions of this Contract.

- b. If the aggregate time of the CITY's suspension(s) of the CONSULTANT's Services under any Task Order of this Contract exceeds sixty (60) days, then the CONSULTANT and the CITY shall, upon request of the CONSULTANT, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the CONSULTANT hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the CONSULTANT for the balance of the Services to be performed hereunder. No increase in compensation to the CONSULTANT shall be allowed unless it is based upon clear and convincing evidence of an increase in the CONSULTANT's costs attributable to the aforesaid suspension(s).

SECTION 9 - CLAIMS AND DISPUTES/REMEDIES.

- 9.1 CLAIMS AND DISPUTES. Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of this Contract.
- 9.2 REMEDIES. Except as provided in Section 9.1 herein, all claims, disputes and/or matters in question between the CITY and the CONSULTANT arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this contract shall be in the appropriate court with territorial jurisdiction over the City of St. Pete Beach, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 10 - INDEMNITY AND INSURANCE.

- 10.1 GENERAL. To the fullest extent permitted by Florida law, the CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the Consultant in the performance of the contract.

10.2 INSURANCE. The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in the State of Florida, and will provide Certificates of insurance to the CITY, evidencing such insurance, within fifteen (15) days following the CONSULTANT's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the CITY. Specific insurance requirements may include:

- a. WORKER'S COMPENSATION. The CONSULTANT must provide Worker's Compensation for all employees at the site location, and in case any work is subcontracted, will require the Subcontractor to provide Worker's Compensation for all of its employees.
- b. COMMERCIAL GENERAL LIABILITY. The CONSULTANT must provide coverage for all operations as detailed in the Scope of Services including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.
- c. AUTOMOBILE LIABILITY. The CONSULTANT must provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000 CSL or its equivalent.
- d. PROFESSIONAL LIABILITY INSURANCE. Annual Professional Liability Insurance must be maintained with coverage in an amount as detailed in the City of St. Pete Beach Request for Qualifications (RFQ) titled "Engineering and Consulting Services". Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of negligent performance by the CONSULTANT, or any person or subcontractor employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of three (3) years after completion of the CONSULTANT's services and/or construction and acceptance of the facilities designed by the CONSULTANT under the scope of this Contract including any amendment thereto.
- e. CERTIFICATES OF INSURANCE. The CONSULTANT shall furnish all Certificates of Insurance forwarded directly to the following:

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

with information copied to the Designated Representative identified in this Contract. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by these provisions.

SECTION 11 - NEGOTIATION DATA.

- 11.1 The CONSULTANT hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the CONSULTANT's compensation under this Contract may be adjusted to exclude any significant sums where the CITY determines the CONSULTANT's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the CITY during the period of this Contract and for five (5) years after final payment is made.
- 11.2 Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 12 - OWNER OF DOCUMENTS.

- 12.1 It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the CONSULTANT. The CONSULTANT shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the CONSULTANT pursuant to this Contract are instruments of service in respect to the services described in the Assignment. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to the CONSULTANT; and the CITY shall indemnify to the maximum extent permitted by law and hold harmless the CONSULTANT from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the CONSULTANT will entitle the CONSULTANT to further compensation at rates to be agreed upon by the CITY and the CONSULTANT.
- 12.2 Any Documents given to or prepared or assembled by the CONSULTANT and its subcontractors under this Contract shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.
- 12.3 The CONSULTANT may maintain copies of all work performed under this Contract for the CITY.
- 12.4 The CONSULTANT shall not publish any information concerning this project without the prior written consent of the CITY.

12.5 The CONSULTANT should abide by the Florida Public Records law, more fully described in "Exhibit C."

SECTION 13 - STANDARDS OF CONDUCT.

13.1 CONSULTANT EMPLOYEES. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.

13.2 EMPLOYMENT ELIGIBILITY. The Consultant 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. Consultant 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) Consultant 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 Consultant 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) Consultant shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Consultant 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 Consultant'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. Consultant 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 Consultant, the Consultant may not be awarded a public agreement for a period of one (1) year after date of termination.

- 13.3 **CONSULTANT COMPLIANCE WITH LAWS.** The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.
- 13.4 **CONFLICT OF INTEREST.** The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 8.1.
- 13.5 **REMOVAL OF EMPLOYEE.** The CITY is empowered to require the CONSULTANT to remove any employee or representative of the CONSULTANT from working on this Assignment which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the CONSULTANT in writing of the CITY's objections prior to the CONSULTANT's removal of any employee or representative.
- 13.6 **PUBLICATION.** The CONSULTANT shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 14 - ACCESS TO RECORDS/AUDIT.

- 14.1 **RECORDS MAINTENANCE.** The CONSULTANT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The CONSULTANT shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of CONSULTANT's books, records, documents, time records and cost accounts and other evidence shall be at the CITY's expense.
- 14.2 **ACCESS TO RECORDS.** The CONSULTANT shall maintain and allow access to the records required under this Section for a period of five (5) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under the terms of this Contract.

SECTION 15 - CODES AND DESIGN STANDARDS.

- 15.1 All of the services to be performed by the CONSULTANT shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the CITY and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract. The CONSULTANT shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the CONSULTANT beyond that covered under the scope of this Contract shall be subject to negotiation for an increase in scope and compensation by an amendment to this Contract.

SECTION 16 - ASSIGNABILITY

- 16.1 The CONSULTANT shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the CITY, provided that claims for the money due or to become due the CONSULTANT from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 17 - CONTROLLING LAWS

- 17.1 This Contract is to be governed by the laws of the State of Florida.

SECTION 18 - FORCE MAJEURE

- 18.1 Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 19 - EXTENT OF CONTRACT

- 19.1 This Contract, together with the RFQ titled "Engineering and Design Consultants" (issued 3/19/2025), the proposal submitted 4/23/2025, and the Exhibits hereinafter identified and listed in this Section 19, incorporated herein and made a part hereof by this reference, constitute the entire Agreement between the CITY and the CONSULTANT and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract. The Exhibits supplemental to and made a part of this Contract are as follows:

Exhibit A: Scope of Services.

Exhibit B: Task Order Form.

Exhibit C: 2025 Standard Addendum
Exhibit D: FEMA Grant Provisions

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

Cummins Cederberg, Inc.:

City of St. Pete Beach:

Signature:  _____

Signature: _____

By: Jannek Cederberg, P.E.

By: Frances Robustelli

Its: President

Its: City Manager

Date: 9/16/2025 _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brookes
City Attorney

Renee Rose
City Clerk

EXHIBIT “A”
SCOPE OF SERVICES



**City of St. Pete Beach
Request for Qualifications**

Engineering and Consulting Services

Issued 3/19/2025

**Submittals due by
4/23/2025 at 10:00 AM EST (Deadline)
City Hall, St. Pete Beach, FL**

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Event	Date	Time
Publication of Bid	03/19/2025	8:00 AM
Pre-Bid Meeting (MANDATORY)	03/26/2025	11:00 AM
Deadline for Question Submission	04/16/2025	10:00 AM
Bid Receiving Deadline	04/23/2025	9:00 AM
Bid Opening	04/23/2025	10:00 AM

II. GENERAL CONDITIONS

REQUEST FOR QUALIFICATIONS

[Engineering and Consulting Services]

REQUEST FOR QUALIFICATIONS SUMMARY

[The City of St. Pete Beach is accepting sealed Summary of Qualifications (SOQ) submittals from qualified firms for Engineering and Consulting Services. The City will be selecting at least five (5) firms or more for a three (3) year term with two (2) one-year contract renewal options.]

SUBMITTER INFORMATION

All Submitters 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 business days before the submittals are 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/>) for additional project information as it becomes available. The City reserves the right to decide whether to provide addendums or not. The City is not required to provide any additional information.

MANDATORY PRE-SUBMITTAL MEETING

A **MANDATORY** pre-submittal meeting will be held **3/26/2025** at **11:00 AM EST** via TEAMS Video conference/Teleconference. Please contact the City's Procurement Manger (jtaylor@stpetebeach.org) for a meeting invitation and TEAMS Meeting instructions.

QUALIFICATIONS SUBMITTALS

Submittal documents must include all items listed under the Submission Instructions Section of the Request for Qualifications (RFQ).

Submissions should be made electronically either to DemandStar or Bonfire by the due date. Only electronic submissions will be accepted.⁹

The deadline for submissions is at Time **9:00 AM EST on 4/23/2025 (Deadline)**. Any electronical qualifications not received by this deadline will not be accepted – NO EXCEPTIONS.

Clearly marked Each Submittal with the service type you are bidding on.

Electronic submissions will be publicly opened and read right after the submittal deadline.

Openings are typically opened in Commission Chambers and are open to the public to witness, if desired.

CONTACT INFORMATION

[John Taylor – Procurement Manager

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

Phone - (727) 363-9279

E-mail - jtaylor@stpetebeach.org]

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 RFQ. All questions pertaining to the terms and conditions or scope of work of this Request for Qualification (RFQ) 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 4/16/2025**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFQ**. 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 **RFQ** 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.

SCOPE OF WORK

The scope of work consists of providing project specific civil engineering, architectural, mapping and other related services for the City on an as-needed basis for miscellaneous current and future projects. As this contract is issued in accordance with Florida Statutes 287.055, the Consultants' Competitive Negotiation Act, projects issued under the awarded contracts will be limited to those in accordance with limits established for a "continuing contract". The City anticipates awarding multiple contracts within the following categories:

A. General Engineering Design Services

- a. Roads including asphalt, concrete, shell permeable alternatives and multimodal implementation.
- b. Bridges, components above and below the water line including rehabilitation or replacement of all components and inspections.
- c. Asbestos, lead based paint, petroleum and other hazardous, toxic radioactive waste investigations and remediation services.
- d. Geotechnical soil investigations.
- e. Stormwater including all components of conveyance systems for gravity flow and force main pump systems.
- f. Sanitary including all components of conveyance systems for gravity flow, force main flow, pump stations, lift stations, and air release. All requirements for operational control of pump and lift stations including power and electronic controls.
- g. Electrical requirements including conventional facilities, transmission, distribution, alternative power sources and emergency power alternatives.
- h. Vertical Building Construction and Renovation
 - i. All functional aspects
 1. Roofing
 2. Doors
 3. Windows
 4. Plumbing
 5. HVAC
 6. Flooring
 7. Electrical
 8. Communications
 9. Interior and exterior functionality design etc. including LEED technology implementation techniques up to and including certification.

B. Transportation Planning and Design Services

- a. Transportation planning for multi-modal forms of transportation (separate or integrated) including pedestrian, bicycle, scooter, skateboard, electric bicycle, motorcycle, internal combustion engine vehicles, hybrid vehicles, electric vehicles, alternative power source vehicles, service vehicles, oversized vehicles and any other means of transportation.

- b. Traffic engineering including management of multi-modal forms of transportation, traffic control, traffic counts and any form of a traffic study or traffic evaluation.
- C. Architectural Design Services
 - a. Building design
 - i. New and renovations, including facilities associated with government services such as
 - 1. City Hall
 - 2. Recreational
 - 3. Library
 - 4. Public Works
 - ii. Inclusion of public art on any type of infrastructure including buildings, walls, streets, sidewalks, parks, seawalls and any other infrastructure.
 - b. Landscaping Design
 - i. Parks
 - ii. Gardens
 - iii. Parking lots
 - iv. Right of ways
 - v. Mechanical heat reduction techniques applicable to hard infrastructure such as streets and sidewalks and soft infrastructure utilizing shade canopy concepts.
- D. Survey Services
 - a. Building
 - b. Land
 - c. Easements, rights of way
 - d. Platting research
- E. Marine Facilities
 - a. Seawalls including concrete, vinyl, sheet pile and living shoreline
 - b. Piers
 - c. Docks, floating or static
 - d. Pilings, individual or group replacement
 - e. Pilings supporting waterway signage, including signage and mountings
 - f. Beach pedestrian and vehicle access ways
 - g. Sand dune restoration, nourishment and preservation techniques including plantings
- F. Community Development and Planning Services
 - a. Plans Review
 - b. Building Inspections
 - c. Permit Review
 - d. Fire and Safety Inspectors
 - e. Workload management assistance, cost for employee support for a-d above
- G. Urban Development Planning
 - a. Comprehensive Plan Review
- H. ADA Compliance Review and Implementation Planning
 - a. Website Compliance
 - b. Physical Compliance
 - c. Review of projects for compliance
 - d. Investigating complaints and recommending corrective action.
- I. Financial Services
 - a. Grant
 - i. Acquisition
 - ii. Identification
 - iii. Writing
 - iv. Submissions
 - v. Management review
 - b. Investor Services

- c. Insurance Policy Review and recommendations, medical, dental, facility, vehicle and other applicable to City management
- d. Financial Audit Services
- e. Risk Management for insurance claims
- J. Information Technology Services
- K. Soil and Material Testing
 - a. Perform foundation excavations to perform design bearing pressure.
 - b. Perform fill density testing of backfill material compaction
 - c. Provide field inspection of reinforced Concrete structures
 - d. Provide concrete and grout material testing services to ensure compliance of materials and placement methods with the contract documents
 - e. Provide proof-rolling observations and corrective recommendations/Ground Water presence and corrective action recommendations if necessary
 - f. Soil boring for soil type identification and rock
 - g. Others related soil and material inspections, other specialty inspection services (masonry, steel reinforcement, asphaltic pavement, etc.
 - h. In-place density test
 - i. Modified proctor tests
 - j. Three (3) point LBR tests
 - k. Compressive strength tests for concrete cylinders
 - l. Environmental Testing/monitoring/ (asbestos, lead, water contamination, pollution/chemical testing, and other environmental
 - m. Other tests that may be required.
 - i. All geotechnical and Material Testing will be performed under the direct supervision of a Licensed Professional Engineer in the St. of Florida.
 - ii. All testing shall be performed in accordance with United States Bureau of Reclamation (USBR or their ASTM or AASHTO equivalent Test.
 - iii. Contractors shall provide certified personnel to perform all field and laboratory testing services. Include all safety and training and all other pertinent laboratory training.
 - iv. Contractor is responsible for vehicular transportation to and from each project site including collection and hauling of all test specimens, as required.
 - v. Contractor shall possess all computer hardware, software , printers/plotters, scanners, copiers and trained personnel to provide digital or hard copy test results including field notes, sketches, electronic data files, AutoCAD exhibits, maps certified test results, etc. ...as requested by the City.
 - vi. Other test requirements as requested by the City of St. Pete Beach.

Each Submitter must identify in its submittal which categories it wants to be considered and evaluated for. Each submitter may identify more than one category if it can provide said services.

Consulting firms will be working on an as-needed basis, and this contract does not guarantee the consultants selected a minimum number of projects. Consulting firms may also be asked to provide engineers for emergency inspections following a natural disaster. The City reserves the right to issue separate engineering contracts for specific services at the city's sole discretion.

The consulting firm shall assist the City towards solutions to engineering problems and the approach or technique to be used towards accomplishing the City's objective for each project or assignment. The engineering services may include, but not be limited to, design, surveys, reviews, construction specifications, emergency inspections, and permitting. |

MINIMUM QUALIFICATIONS

SOQs will be considered from firms normally engaged in implementing the services requested. To be eligible for award, submitters must:

1. Be licensed in the State of Florida
2. Possess a minimum of five (5) years' experience in performing similar work
3. Have completed three (3) projects in the past five (5) years of a similar size, scope and complexity (See Section III for sample projects anticipated to be issued as Task Orders under awarded contracts).

Submitters shall present their SOQ as outlined in the submission instructions section of this document. Respondents must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City of St. Pete Beach. The City reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms, and conditions of the Contract. The City of St. Pete Beach will determine whether the evidence of the ability to perform is satisfactory and reserves the right to reject all SOQs.

SUBMISSION INSTRUCTIONS

The purpose of this section is to provide information related to the qualifications of interested firms to perform the service requested herein. Response to all subsets of this section is mandatory. Failure to provide the requested information may result in a submittal being deemed non-responsive. A non-responsive submittal will not receive further consideration. Upon submission, all submittals become the property of the City of St. Pete Beach and are subject to public records laws. All expenses, including travel expenses for interviews, incurred in the preparation of the submittal shall be borne by the submitter.

The following information shall be provided in the order detailed:

- a. **Title Page** - List the RFQ subject, the name of the firm, local address, telephone number, name of contact person, and e-mail address of contact person.
- b. **Table of Contents** – Include a clear identification of the material included in the submittal by page number.
- c. **Letter of Interest** – Limit one (1) page. Make a positive commitment to perform the required work. Also provide the name(s) of the person(s) who will be authorized to make representation for your firm, their title, telephone number, and e-mail address.
- d. **Statement of Qualifications and Profile of Firm** – Limit eight (8) pages. State the size of staff, number of registered professionals and overall experience of the assigned staff for this assignment. Include technical background, experience information, and other applicable data on proposed personnel and any proposed sub-consultants. Include an organizational chart of the project team and describe the communication processes to be used within the project team. State whether your firm is local, national or international in size. Give the location of the office from which the work is to be done.
- e. **Services Approach** – Limit five (5) pages. Include a general synopsis of the firm's approach and understanding of the work required. Include the firm's Quality Assurance Control program or policy.
- f. **References** - Limit ten (10) pages. Provide information for those projects which have been successfully completed which are similar to those required under this assignment. Please include projects recently completed within the last five (5) years. Additionally, document that the respondent has provided services for three (3) contracts to other local governments similar to this contract. References shall include:

- i. Client name, address, phone number, e-mail address.
 - ii. Description of the scope of the work.
 - iii. Month and Year the project was started and completed.
 - iv. Total cost and professional service fees paid.
 - v. Role of the firm and the responsibilities.
- g. **Insurance Requirements** – Provide proof of insurance in accordance with the insurance requirements section included in this RFQ.

Full resumes are to be attached as exhibits to the Submittal. Please provide the brief descriptions and information as stated. Additional exhibits to the submittal are acceptable, however, any attachments provided do not take the place of the written requirements as listed above. Resumes are not to exceed two (2) pages per person.

Please direct all technical inquiries concerning this RFQ in writing to the City Contact listed above. Questions must be submitted no later than ten (10) days prior to the submittal due date.

EVALUATION AND SELECTION OF CONSULTANT

A City review team will evaluate each firm's SOQ based upon the criteria stated in this RFQ and the ability to execute the services. As part of the evaluation process, the team may request a sit-down interview with prospective firms. Following the evaluation process, the City will then select the firm(s) considered most qualified. The successful firm(s) will be required to enter into a contract similar to the one included in this RFQ. The City reserves the right to negotiate modifications to any SOQ that it deems acceptable. The City reserves the right to terminate negotiations in the event it deems the progress towards a contract to be insufficient.

Submittals will be evaluated in accordance with the criteria listed below:

- Qualification of the Project Team
- Qualifications of the Sub-Consultants
- Firm's Experience Working on Public Works Projects
- Firm's Experience Working with the City of St. Pete Beach
- Quality Assurance Control Program/Policy
- Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the City.
- Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts.
- Location of Firm
- Quality of SOQ – firm met all requirements requested under Submission of Submittals

RESERVES THE RIGHT

The City reserves the right to reject any and all submittals, or any part of any submittal, to waive any irregularities or informalities in any submittal, and to accept that submittal which is deemed to be the most qualified and in the best interest of the City. The City of St. Pete Beach reserves the right to establish additional contracts that may be similar in nature to any contract resulting for this Request for Qualifications as best serves the needs of the City.

DESIGNATED CONTACT

The awarded firm shall appoint a person to act as a primary contact with the City. This person or back-up shall be readily available during normal working hours by phone or in person and shall be knowledgeable of the terms of the RFQ and the services being requested.

INSURANCE REQUIREMENTS

Include in proof of Insurance furnished by the firm's carrier to guarantee the engineering firm is insured.

The awarded firm must file with the City of St Pete Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

Commercial General Liability Insurance coverage, including but not limited to premises operations, products/completed operations, product liability, contractual liability, personal injury, death in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

Commercial Automobile Liability Insurance for any owned, non-owned, hired or borrowed automobile in the minimum amount of \$1,000,000 combined single limit.

Worker's Compensation/Employer's Liability Insurance as required by Florida Law for all applicable employees, agent, representatives and subcontractors, if any.

Professional Liability Insurance the Consultant will carry professional liability Errors and Omissions Insurance during the terms of this Agreement which will cover liability for any damage or non- performance on account of any error, omission, or other provable negligence caused by the Consultant in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate

INDEMNIFICATION

The Respondent shall 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 Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

ASSURANCES

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.

LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

The Consultant shall comply with all local, state, and federal directives, orders and laws as applicable to the Contract.

Compliance with Fla. Stat. 448.095:

- a. Consultant agrees to comply with all applicable portions of Fla. Stat. 448.095. Consultant 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. Subconsultants:
 - i. Consultant shall also require all subconsultants performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - ii. Subconsultants shall provide Consultant with an affidavit stating the subconsultant does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095

- iii. Consultant shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Consultant 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 Consultant'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. Consultant 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 Consultant, the Consultant may not be awarded a public agreement for a period of 1 year after date of termination.

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.

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) on USB storage device or web-based archive.

DEVIATIONS FROM SPECIFICATIONS

Respondents shall clearly indicate, as applicable, all areas in which the items/services proposed do not fully comply with the requirements of this RFQ. The decision as to whether an item fully complies with the stated requirements rests solely with the City.

NO COLLUSION

By offering a submission to this Request for Qualifications, the responder certifies that no attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principals(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

BACKGROUND CHECKS

The Code of Ordinances may require a Consultant or sub-consultant who performs work in or on City property to provide a criminal background check for any employee of the company who will do the work in or on city property. Criminal background checks shall mean a level (1) one background check as defined by F.S. § 435.03. The Consultant shall, at its expense, obtain a criminal background check for each of its employees having access to City property prior to beginning the work, and depending on the contract's term, on an annual basis thereafter. The Consultant must ensure a similar background check has been done of its subconsultants' employees who will have access to City property.

The Consultant shall be required to submit an affidavit on the form provided certifying that background checks

shall be completed for all employees who will perform work on city property. The Consultant shall conduct the background checks prior to any work being performed. Consultant shall maintain such records during the contract period and for one year thereafter and shall make such records available for inspection and verification by City.

If such a check reveals a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime, the awarded Proposer shall not assign the individual to any City property. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the City's express written authorization. In the event that the Proposer intends to hire new personnel to perform the required services, the background checks should be initiated at the time of the hire.

The City reserves the right to approve or disapprove whether the Consultant's employees perform the services for the City. Disapproval would apply solely to this contract and shall have no bearing on the Proposer's employment of an individual outside of this contract.

CONE OF SILENCE

During the course of a competitive solicitation, a Cone of Silence shall apply as follows:

A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall terminate at the time the City Commission makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications and shall not end until the Commission gives final approval of the contract.

Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation.

The Cone of Silence shall not apply to written or oral communications with legal counsel for the City or the Purchasing Manager for the City.

Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City.

PUBLIC RECORDS/CONFIDENTIAL INFORMATION

Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Proposer's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. Florida Statutes provide an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the Proposer believes any of the information contained in the response is exempt from the Public Records Law,

then the Proposer must in the response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

PUBLIC ENTITY CRIMES INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Proposer, supplier, sub-consultant, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

CONFLICT OF INTEREST

The Proposer acknowledges and confirms that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

No contract will be awarded to a Proposer who has City elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida Statutes and City Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the City's Proposer's List and prohibit the proposer from engaging in any business with the City.

TERMINATION

The resulting contract may be canceled by the City when:

- Sufficient funds are not available to continue its full and faithful performance of the contract.
- 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 Consultant.

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 Contract immediately upon written notice to the Consultant.

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a respondent may be permitted to withdraw an erroneous submittal prior to the award by the City Commission, if the following is established:

- a. The respondent acted in good faith in submitting the submittal;
- b. In preparing the submittal there was an error of such magnitude that enforcement of the submittal would result in severe hardship upon the respondent;

- c. The error was not the result of gross negligence or willful inattention on the part of the respondent;
- d. 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; and
- e. The respondent submits documentation and an explanation of how the error was made.

TAXES, FEES, CODES, LICENSING

The Consultant shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The Consultant shall also be responsible for compliance with all applicable codes, laws, and regulations.

CONTRACT MODIFICATIONS

The Continuing Contract for Professional Design Services by which the selected contractors will be bound by is attached. Any requested changes must be negotiated and completed during the solicitation process via addendums. No changes to the contract will be made after the submittal deadline.

III. SERVICE TYPES

Some of the Services required of the Consultant within the technical areas identified above include, but are not limited to, the following:

- Prepare feasibility and conceptual planning documents.
- Provide research, attendance at meetings, and preparation of presentation materials, reports and correspondence.
- Prepare and/or assist with the preparation of grant applications and attendance at meetings with grant officials.
- Assist in the review and development of ordinances.
- Provide public education/notification assistance.
- Prepare engineering designs, calculations, plans and specifications, contract bid documents, and cost estimates.
- Prepare base maps, preliminary layouts, estimates of probable costs, engineering analysis and alternatives as requested.
- Submit construction documents as needed to the City and other agencies having an interest or jurisdiction over the project.
- Prepare short-term and long-term planning documents, master plans, or provide input to the City's master plans, capital improvement program, and maintenance needs.
- Participate in construction administration as required by the City.
- Prepare formal or informal feasibility studies as necessary to assist the City in responding to capital improvement needs.
- Analysis of existing infrastructure and available capacity to serve proposed capital improvement projects.
- Prepare legal descriptions, exhibits, and surveys.
- Provide expert witness testimony.
- Prepare appropriate permitting documents and obtain and/or assist the City in obtaining permits from applicable agencies.
- Represent the City with regulatory agencies.
- Prepare periodic project status reports.
- Prepare and furnish bidding documents and assist the City in the preparation of other related documents.
- Attend bid openings, prepare bid tabulation sheets, and assist the City in the evaluation of bids or proposals.
- Issue addenda as appropriate to clarify, correct, or change the bidding documents.
- Participate in pre-construction conference as requested by the City.
- Review and determine acceptability of construction submittals, including shop drawings, progress schedule, schedule of values, etc.
- Review and provide recommendations to request for information, request for changes, and claims to the City arising during construction activities.
- Make periodic construction site visits for the purpose of determining general compliance with the approved drawings, plans, and specifications as requested by the City.
- Review as-built drawings provided by the construction contractor and provide written comments to the City.
- Provide services related to construction administration and inspections, and/or specialty inspection.
- Provide project management services and act as an extension of the City's staff for the design, bidding, and construction management of municipal projects as requested by the City.

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IV. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO SECTION 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 Section 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, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 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 Section 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 entity 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, FLA. STAT., 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) |

V. 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, 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)

VI. 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

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)



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM I

CCNA-Engineering and Design RFQ

Issued 03/27/2025

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 04/23/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Attendees List (on Next Page)

Mandatory Pre-Bid Meeting
RFQ: Engineering and Consulting Services
Attendees List
March 26, 2025
11:00 AM

1. Dennis Kile – Greenman Pederson (GPI)
2. Alistair Brice – Halff
3. Alberto Miron – Applied Research Associates (ARA)
4. Teresa Beckham – Team Fishel
5. Brett Warner – NorthStar Contracting Group
6. Howard Hartung – Hyatt Survey Services, Inc.
7. Russell Hyatt – Hyatt Survey Services
8. Sarah Davenport – Traffic & Mobility Consultants
9. Farrah McBride – Tierra
10. Ernie Hoch – Jones Edmunds
11. Steve Darman – Team Fishel
12. Bonni Funt – TSFGeo
13. Chris Bridges – BCC Eng
14. Rosa Villarreal – Team Fishel
15. Lia Young – NorthStar Contracting Group,
16. Kai Belew – LJA Engineering,
17. Cat Olnick – Cummins Cederberg Coastal & Marine Engineering
18. Rob Rosner – Florida Design Consultants
19. Tracey Burghy - Willdan Engineering
20. Marilyn Etheridge - Master Consulting Engineers
21. Ronald Stein - Willdan Engineering
22. Victoria Haney - MES Group
23. Matthew Ivie - Ayres Associates Inc
24. Walter Nickel - Wright-Pierce,
25. Jonathan Langston - George F. Young
26. Christopher Gamache - Stantec
27. Mim Hall - Gahagan & Bryant Associates (GBA)
28. Terri Cook - Pennoni
29. Nick Charnas – Halff
30. Justin Keller – Advanced Engineering & Design, Inc.
31. Danielle Joyce - Transpology (WBE),
32. Kyle Matheny - Kimley-Horn and Associates
33. Herbert Raybourn - RESPEC
34. Sara Hoffman - LJA Engineering
35. Allison Shaw - David Mason
36. Robin Crawford - Bayer United Engineering Consultants
37. Dana Whitaker - CivilSurv Design Group
38. Daniel Hoeflich - Volkert
39. Michelle Eguia - Colliers Engineering & Design

40. Nick Harrison - American Structurepoint,
41. Cody Stewart - Advanced Engineering & Design, Inc.
42. Tim Harley - Weston & Sampson
43. Patrick O'Connor - American Structurepoint, Inc.
44. Dikran Kalaydjian - Land & Water Engineering Science
45. Brandyn Littleton – Halff
46. Nik Gervais - Gervais Ventures
47. Quinlyn Lally - CMTA, Inc.
48. Sean Lahav - Halff,
49. Gresham Neal - Ayres Associates,
50. Jason Collins - ADEAS-Q,
51. Sarah Head - Halff
52. Karina Tijerino - BCC Engineering
53. Rafal Kadaj - Advanced Engineering & Design, Inc
54. Mayur Patel - GPI, Inc.
55. Aaron Getchell - Halff Associates, Inc.
56. Elie Araj - Applied Sciences Consulting
57. Andrea Hall - Professional Service Industries, Inc.
58. Caitlin Caserta - Tectonic Engineering
59. Greg Stevens - Colliers Engineering & Design
60. Awet Tsegay- Pennoni
61. Leslie Cleveland - Stantec Consulting Services Inc
62. Kara Rider - Goodwyn Mills Cawood
63. Soctt Stannard - Goodwyn Mills Cawood
64. Tom Burke – Stantec
65. Christian Chandler – Atkins Realis
66. Greg Stannard - Goodwyn Mills Cawood, LLC
67. Martin Steffen - Halff
68. Jason Sheridan - Pennoni Associates, Inc
69. Joseph Foster - J Foster Consulting
70. Antonio Serbia - PE, Wright-Pierce
71. Bruno Arriola - DRMP
72. Daniel Rundle - Certa Building Solutions
73. Toni Farber - Master Consulting, Inc
74. Alisa Folden - Mead & Hunt
75. Awet Tsegay - Pennoni Associates,
76. Elaina Burton - DRMP
77. Codi Barron - Applied Sciences Consulting, Inc
78. Gabe Luger PE - Certa Building Solutions
79. Gustavo Llanos - BCC Engineering, LLC
80. Luis Mendez - Certa Building Solutions
81. Scott Garth - DRMP
82. Michael Gomez - Tectonic Engineering Consultants
83. Chris Albers - Wunderlich-Malec Engineering
84. Christina Newcomb - Applied Sciences

- 85. Adeola Adeyemi - George F Young
- 86. Chris McDaniel - Greenman-Pedersen, Inc
- 87. Hannah Atchison - Master Consulting Engineers



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ADDENDUM II

CCNA-Engineering and Design RFQ

Issued 03/31/2025

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 04/23/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

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.



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ADDENDUM III

CCNA-Engineering and Design RFQ

Issued 03/31/2025

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 04/23/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Information Technology Services (Letter J) under Scope of work-**Remove**



155 Corey Avenue
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ADDENDUM IV

CCNA-Engineering and Design RFQ

Issued 04/01/2025

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 04/23/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Community Development and Planning Services Letter 'F' a-e) under Scope of work-**Remove**



155 Corey Avenue
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ADDENDUM V

CCNA-Engineering and Design RFQ

Issued 04/02/2025

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 04/23/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Questions and Answer from Pre-Bid Meeting

Questions and Answers from Pre-Bid Meeting

Will the City elaborate on item "J. Information Technology Services" so the consultants can ensure the correct experiences and staff are included in their response? **This has been taken off the RFQ per Addendum 3.**

➤ You stated in the meeting that at least 5 companies will be awarded. Is that 5 companies total or 5 companies for each discipline? **Total of 5 or more depending on the need of the City.**

➤ Do you need to be able to provide all services listed under each category? I.e. Could an MEP Engineering Design firm just submit for just Category A, Subcategory h – 4. Plumbing; 5. HVAC; 7. Electrical; 8. Communications. **We will look at this on an as needed basis in the needs of the City. If a category truly needs only one vendor, then that is what the City will strive for. In other areas, we may split a category depending on the number of bidders we have.**

➤ Is there more information regarding the evaluation and scoring? Are all the criteria of equal weight? **In most scoring situations we look at years in business, background of staff, references, previous projects etc. They are not equal scoring. Some will be worth 50% others worth 5 % for instance.**

➤ Can you tell us who were the previous RFQ winners? **The last time this was bid was in 2020. Winners were Kimely Horn, Halff, Stantec, Hyatt, George F Young, Cardno**

➤ Will SBE/DBE certifications be a factor in the grading criteria for this solicitation? **No. SBE/DBE certification will not be a factor.**

➤ If submitting for multiple services, do we need to submit a package for each service? **Can be a combined Package as long as each section is noted.**

➤ If submitting for multiple services, is the page limit for each service or the entire package? **Each Service**

➤ Is this meeting mandatory for attendance by subconsultants also, or just prime firms? **Just Prime Firms**

- Is there a forecast of anticipated upcoming projects? Projects are budgeted each year for the upcoming year starting the first of Oct. All projects are approved or disapproved by the Commission.
- Is this utilizing Florida's new Continuing Services limit of projects under \$7.5 million? Yes
- Will any other municipalities piggy-back off of this contract? All of St. Pete Beaches Contracts can be Piggyback'd onto. There is no interest at this time from any municipality to do so.
- Is design build a desired category? No. design-build projects will be competitively bid separately from the CCNA contract.
- What City staff will be on the evaluation committee? It will be the Department Directors as well as the Acting Assist. City Manager
- Since the prime consultant has the opportunity to submit on select disciplines, does the City expect that subconsultants will be utilized on his contract? That is Correct
- Any bonding requirements for design build? N/A
- Will the addendum include a list of attendees to this presubmittal meeting? YES. It will be a separate addendum. This was posted on Addendum 1

Category F. Community Development and Planning Services has a workload management assistance section. Please provide a better description of what is required for this service. This has been taken off the RFQ per Addendum 4



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ADDENDUM V

CCNA-Engineering and Design RFQ

Issued 04/09/2025

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 04/23/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Questions and Answer

1. Do tabs count toward the overall page count? – **No.**
2. Can we list continuing service contracts for project experience if the overall contract is ongoing but tasks underneath it are completed? – **Yes.**
3. Please confirm if the 10 pages for references and similar projects should be used for 10 projects, or if there is a certain number of projects the City would like to see. –
There is not a certain number of projects the City would like to see. A minimum of (3) contracts to other local governments like this contract are required.



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ADDENDUM VII

CCNA-Engineering and Design RFQ

Issued 04/09/2025

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 04/23/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Questions and Answer

Extension of due date on last page.

Please confirm which sections get increased page numbers based on the number of categories pursued. For example, if a firm pursues main categories A, B, C, D, are all section page limits increased to 4 times the original limit? Does this make the Letter of Interest 4 pages, Statement of Qualifications and Profile of Firm 24 pages, Services Approach 20 pages, and References 40 pages? Also, does this include the sub-categories (a, b, c, d, e, etc) or just the main categories (A, B, C, D, etc)?

Title Page = 1 page

Table of Contents = 1 page

Letter of Interest = 1 page

Statement of Qualifications and Profile of Firm = 8 pages

Services Approach = 5 pages per service category pursuing (A, B, C, D, E, F, G, H, I, J, K).

References = 10 pages

Insurance Requirements = minimum necessary

Resumes = 2 pages per person

In regard to the latest addendum 6, Q#3, below, can you provide clarification on whether you are looking for one-off project examples or continuing contracts only for the reference section? The verbiage is a bit confusing. Also, do we need to be the prime firm on our references, or can we be a subconsultant? – **One-off project examples or relevant continuing contract examples are both acceptable. If you're not the prime firm on your references, please specify that.**

.Please confirm if the 10 pages for references and similar projects should be used for 10 projects, or if there is a certain number of projects the City would like to see. –

There is not a certain number of projects the City would like to see. A minimum of (3) contracts to other local governments like this contract are required."

Would the City please consider reissuing and replacing the sample contract with one which consists of terms and conditions relevant to design professional services and compliant with Florida Statutes? The sample agreement provided in this RFP has terms and conditions that are not in compliance with Florida Statutes, including Section 17 Indemnification which is in conflict with the Indemnification provision stated in the RFQ. The sample contract terms and conditions apply to construction contractor work and are not relevant to design professional services. – **This will be updated and an amendment will be published under a separate Addendum #**

Would the City please consider removing the Addendum II conflicts requirement, issued on 03/31/2025? We believe that this provision is unreasonable to comply with for all multidisciplinary engineering firms both presently or during the term of the contract that may work with the Florida Department of Transportation, Pinellas County Utilities, Forward Pinellas, Duke Energy, Frontier, Pinellas County Transportation, and City of St. Petersburg. The Addendum #2 will be changed. It will be added in another addendum

Can the organizational chart that is required to be included in Section d. Statement of Qualifications and Profile of the Firm be included on an 11" x 17" page in order to allow extra space in which to fully highlight the strengths of our project team? – **Yes.**

It seems like category K. Soil and Material Testing is part of Category A. General Engineering Design Services via item d. Geotechnical Soil Investigations. Are these two categories one and the same? **Please disregard Category A.d. and only respond to Category K.**

Extension of Due date: This RFQ has been extended two weeks. The due date for submissions will now be May 6th at 9:00 AM EST. Opening will be held on the same day at 10:00 AM



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM VIII

CCNA-Engineering and Design RFQ

Issued 04/21/2025

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 05/06/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Change to Addendum 2 should read as follows:

Conflicts: By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity (other than to a governmental agency, quasi-governmental agency, or utility company), 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 (other than to a governmental agency, quasi-governmental agency, or utility company), 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.



155 Corey Avenue
St. Pete Beach, FL 33706-1839
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ADDENDUM IX

CCNA-Engineering and Design RFQ

Issued 04/22/2025

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 05/06/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Corrected Sample Contract

CITY OF ST. PETE BEACH, FLORIDA
Continuing Contract for Professional Design Services

[Insert consultant and/or purpose for contract]

This is a Contract (the "Contract") entered into by and between the City of St. Pete Beach (hereinafter "CITY") and [insert consultant's corporate name] (hereinafter "CONSULTANT"). The CITY and CONSULTANT together shall be referred to as the "Parties."

WHEREAS, the CITY desires to retain the CONSULTANT to perform Continuing Professional Design Services for the CITY, more fully described below in the "scope of services" section.

WHEREAS, the CITY desires to employ the CONSULTANT for the Continuing Professional Design Services and other services upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon such terms and conditions.

WHEREAS, the CONSULTANT has been selected to perform these professional services pursuant to the provisions of the "Consultants' Competitive Negotiation Act" in Section 287.055; Florida Statutes, and all applicable CITY rules, regulations and policies.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1 – GENERAL.

- 1.1 The above recitals are true and correct, and incorporated as part of this Contract.
- 1.2 CONSULTANT shall be defined herein to include all principals of the firm of, including full time employees, professionals or otherwise, and all servants, agents, employees and/or subconsultants retained by the CONSULTANT to perform its obligations hereunder. Subconsultants shall be reviewed and approved by the CITY prior to Notice to Proceed with their prospective work assignments.
- 1.3 "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

- 1.4 Prior to the start of any work under this Contract, the CONSULTANT will have submitted to the CITY a detailed resume of key engineering personnel that will be involved in performing services requested by the CITY. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the CONSULTANT desires to change the key personnel in an active assignment, it shall submit the qualifications of the new personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.
- 1.5 The CONSULTANT acknowledges that the CITY has retained other consultants, engineering and otherwise, and the coordination between said consultants and the CONSULTANT may be necessary from time to time for the successful completion of the Assignments. The CONSULTANT agrees to provide such coordination as necessary within the Scope of Services.
- 1.6 The CONSULTANT 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 Contract.
- 1.7 The CONSULTANT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Assignment.
- 1.8 Requirements for sealing all plans, reports and documents prepared by the CONSULTANT shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.9 This Contract may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Contract shall be the date this Contract has been executed by all parties.

SECTION 2 – SCOPE OF SERVICES.

- 2.1 The CONSULTANT shall diligently and in a professional and timely manner perform the work included in the Scope of Services as listed generally in the Request for Qualifications (RFQ) attached and incorporated in this Contract as Exhibit A. Unless modified in writing by the parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.
- 2.2 GENERAL. The CONSULTANT agrees to perform those services described in Exhibit A – RFQ, dated Click or tap to enter a date., which is attached hereto and made a part hereof.
- 2.3 ADDITIONAL SERVICE. The CITY and the CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the

performance of the Scope of Services that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders and shall be undertaken only under terms of formal amendments to this Contract.

- 2.4 TASK ORDERS. Additional services to be provided by the CONSULTANT shall be authorized in writing as Task Orders. Task Orders to be provided shall be prepared on the form delineated as Exhibit B - which is attached hereto and made a part hereof. **[DON'T FORGET TO ATTACH YOUR TASK ORDER FORM AS EXHIBIT B. WE DISCUSSED THIS WITH MIKE WHO SAID YOU COULD PREPARE A STANDARD ASSIGNMENT LETTER AND THEN DELETE THIS SENTENCE]**. Each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the work authorized; and the amount and method of compensation. Task Orders shall be dated and serially numbered annually. The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this contract.
- 2.5 The CITY Manager or his/her designee may authorize Task Orders for services under this continuing contract, which are equal to or less than limits prescribed for Continuing Contracts under the provision of F.S. 287.055(g) or limits set by the CITY's rules, regulations, and policies. Professional fees under such specified Task Orders shall be based on a written proposal from the CONSULTANT as may be requested in writing by the CITY's designated representative, who shall process the proposal through the appropriate departments at the CITY. A single unitary task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this continuing contract.

SECTION 3 – CITY'S RIGHTS AND RESPONSIBILITIES.

The CITY shall provide the service described below in a timely fashion at no cost to the CONSULTANT:

- 3.1 Furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data and other information that is available in the CITY's files, necessary or useful to the CONSULTANT for the performance of the assignment. All of the documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the assignment to be performed by the CONSULTANT.
- 3.2 Make CITY personnel available when required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the CONSULTANT to enter upon the project lands as required for the CONSULTANT within a reasonable time, to perform surveys, observations and other work as necessary to complete the assignment.

- 3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and render written decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 3.5 Transmit instructions, relevant information and provide interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 3.6 Give prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope of timing of the CONSULTANT's services or becomes aware of any defect or changes necessary in the work of the CONSULTANT.
- 3.7 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the CONSULTANT.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the assignment not covered under the assignment.

SECTION 4 – COMPENSATION.

- 4.1 GENERAL. Compensation to the CONSULTANT for services performed pursuant to this Contract shall be in accordance with the following method or compensation, as defined and indicated in the "Lump Sum Method."

The type and amount of compensation for each Task Order shall be described on the Task Order form included in "Exhibit 5."

4.2 LUMP SUM METHOD

- a. Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, subconsultants' and specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work, or other conditions stipulated in the Task Order, and the Task Order is modified by both the CITY and CONSULTANT to reflect the change(s) by formal amendment to this Contract.
- b. Payment to the CONSULTANT for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the CONSULTANT and accepted by the CITY.

- 4.3 INVOICE PROCESSING. [YOU MAY WANT TO BE SURE FINANCE HANDLES YOUR PURCHASE ORDERS THIS WAY. PLEASE DELETE SENTENCE UPON COMPLETION OF DRAFTING.] Invoices received by the CITY will be processed for

payment within thirty (30) days of receipt of invoice. CONSULTANT will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make an effort to resolve all questionable items contained in the CONSULTANT's invoices within thirty (30) days of receipt of the invoices by the CITY. At the end of the thirty (30) day period, the CITY shall pay the CONSULTANT the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the initiating CITY representative.

- 4.4 **PAYMENT IN THE EVENT OF CONTRACT TERMINATION OR SUSPENSION.** In the event that a Task Order or this Contract is terminated or canceled, or the CONSULTANT's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of this Contract.
- 4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT.** If instructed to do so by CITY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The additional compensation shall be requested by the CONSULTANT on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the assignment by formal amendment or Task Order to this Contract.

SECTION 5 - WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF CONTRACT.

- 5.1 **WORK COMMENCEMENT.** The CONSULTANT shall commence work on each authorized Task Order within ten (10) days after receipt by the CONSULTANT of a written Notice-To-Proceed from the CITY's Designated Representative. If the CONSULTANT fails to commence work within the ten (10) day period, then the CITY shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the CONSULTANT.
- 5.2 **IMPLEMENTATION SCHEDULE.** The CONSULTANT must complete its work in accordance with the time schedule specified in the applicable Task Order/Assignment. In the event the work of the CONSULTANT is delayed due to no fault of the CONSULTANT, which delays the completion of any Task Order of the Assignment, the CONSULTANT is entitled to an appropriate extension of the contract time for the specific Task Order. Additional compensation to the CONSULTANT will be negotiated to the mutual agreement of the CITY and the CONSULTANT in the event such delay causes any Task Order's costs to increase for reasons beyond the CONSULTANT's control.
- 5.3 **TERM.** This Contract shall expire three (3) years after the effective date of this Contract and may be extended for up to two (2) additional one (1) year periods, not to exceed five (5) years maximum, upon written mutual consent of the CITY and the CONSULTANT.
- 5.4 **CONTINUING CONTRACT.** In accordance with 287.055 (g), this is a "continuing contract" for professional services entered into in accordance with all procedures of this act between

the CITY and the CONSULTANT, whereby the CONSULTANT shall provide professional services to the CITY for projects in which construction or professional costs do not exceed the statutory limitations imposed. Additionally, the CONSULTANT shall provide for work of a specified nature as outlined in Exhibit A of this Contract as required by the CITY.

SECTION 6 - CITY'S "DESIGNATED" REPRESENTATIVE.

6.1 GENERAL. The CITY hereby designates the CITY Manager or his/her designee to represent the CITY in all matters pertaining to and arising from the work and performance of this contract. The CITY Manager or designee shall have the following responsibilities:

- a. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- b. Transmission of instructions, receipt of information and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- c. Giving prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any defects or changes necessary in the project.
- d. Following the CONSULTANT's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.
- e. When appropriate, authorizing Task Orders equal to or less than limits prescribed for Continuing Contracts pursuant to the provisions of FS 287.055(g) and applicable rules, regulations, and policies of the City.

SECTION 7 - CHANGES IN SCOPE.

7.1 The CITY or the CONSULTANT may request changes in the Scope of Services of a Task Order. Such change(s), including any increase or decrease in the amount of the CONSULTANT's compensation for any Task Order pursuant to this Contract, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated by written formal amendment.

SECTION 8 - TERMINATION OF CONTRACT.

8.1 TERMINATION BY CITY FOR CAUSE. The CITY may terminate this Contract for any one or more of the following reasons:

- a. If adequate progress on any phase of the assignment is not being made by the CONSULTANT as a direct result of the CONSULTANT's failure to perform.

- b. The quality of the services performed by the CONSULTANT is not in conformance with commonly accepted design codes and standards, standards of the CITY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment.
- c. The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT.
- d. The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors.
- e. The CONSULTANT violates the Standards of Conduct provisions of this Contract herein.
- f. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
- g. Sub-standard or non-performance of Agreement.
- h. The City wishes to terminate at any time and for any reason, upon giving sixty (60) days prior written notice to the CONSULTANT.

8.2 TERMINATION BY CONSULTANT FOR CAUSE. The CONSULTANT may cancel this Contract for the following reasons:

- a. The CITY fails to meet its obligations and responsibilities as contained in the sections of this Contract describing the CITY's Rights and Responsibilities.
- b. The CITY fails to pay the CONSULTANT in accordance with this Contract.
- c. In the event of either of the causes described in this Contract, the CONSULTANT may send a certified letter requesting that the CITY show cause why the Contract should not be terminated. If adequate assurances are not given to the CONSULTANT within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONSULTANT may consider the CITY to be in default, and may immediately terminate this Contract.

8.3 TERMINATION BY CITY WITHOUT CAUSE. Notwithstanding any other provision of this Contract, the CITY shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Assignment without cause, provided that ten (10) days prior written notice is given to the CONSULTANT of the CITY's intent to terminate. In the event that a Task Order is terminated, The CITY shall identify the specific Task Order(s) being terminated and the specific Task Order(s) to be continued to completion pursuant to the provisions of this Contract. This Contract will remain in full force and effect

as to all authorized Task Orders which are to be continued to completion under this type of arrangement.

- 8.4 PAYMENT IN THE EVENT OF TERMINATION. In the event this Contract or any Assignment is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the CONSULTANT. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional direct costs to be incurred by the CITY due to such default.

8.5 ACTION FOLLOWING TERMINATION

- a. Upon receipt of notice of termination, given by either party the terminated party shall promptly discontinue all services and other work unless the notice provides otherwise.
- b. In the case of the CITY terminating the CONSULTANT, the CONSULTANT shall within ten (10) days or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the CONSULTANT in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the CITY. Notwithstanding the foregoing, the CONSULTANT shall not be held liable for the accuracy or reliability of any partially completed work delivered in accordance with this provision.

8.6 SUSPENSION

- a. The performance of the CONSULTANT's service under any provision of this Contract may be suspended by the CITY at any time. In the event the CITY suspends the performance of the CONSULTANT's services hereunder, the CITY shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by the CONSULTANT, and CITY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended services unless and until the CITY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the CITY that the CONSULTANT's services hereunder are to be resumed, the CONSULTANT shall complete the services of the CONSULTANT called for in this Contract and the CONSULTANT shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the CONSULTANT under this Contract, same to be payable at the times and in the number specified herein. In no event will the compensation or any part thereof become due or payable to the CONSULTANT

under this Contract unless and until the CONSULTANT has attained that state of work where the same would be due and payable to the CONSULTANT under the provisions of this Contract.

- b. If the aggregate time of the CITY's suspension(s) of the CONSULTANT's Services under any Task Order of this Contract exceeds sixty (60) days, then the CONSULTANT and the CITY shall, upon request of the CONSULTANT, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the CONSULTANT hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the CONSULTANT for the balance of the Services to be performed hereunder. No increase in compensation to the CONSULTANT shall be allowed unless it is based upon clear and convincing evidence of an increase in the CONSULTANT's costs attributable to the aforesaid suspension(s).

SECTION 9 - CLAIMS AND DISPUTES/REMEDIES.

- 9.1 CLAIMS AND DISPUTES. Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of this Contract.
- 9.2 REMEDIES. Except as provided in Section 9.1 herein, all claims, disputes and/or matters in question between the CITY and the CONSULTANT arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this contract shall be in the appropriate court with territorial jurisdiction over the City of St. Pete Beach, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 10 - INDEMNITY AND INSURANCE.

- 10.1 GENERAL. To the fullest extent permitted by Florida law, the CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the Consultant in the performance of the contract.
- 10.2 INSURANCE. The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in

the State of Florida, and will provide Certificates of insurance to the CITY, evidencing such insurance, within fifteen (15) days following the CONSULTANT's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the CITY. Specific insurance requirements may include:

- a. **WORKER'S COMPENSATION.** The CONSULTANT must provide Worker's Compensation for all employees at the site location, and in case any work is subcontracted, will require the Subcontractor to provide Worker's Compensation for all of its employees.
- b. **COMMERCIAL GENERAL LIABILITY.** The CONSULTANT must provide coverage for all operations as detailed in the Scope of Services including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.
- c. **AUTOMOBILE LIABILITY.** The CONSULTANT must provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000 CSL or its equivalent.
- d. **PROFESSIONAL LIABILITY INSURANCE.** Annual Professional Liability Insurance must be maintained with coverage in an amount as detailed in the City of St. Pete Beach Request for Qualification (RFQ) titled "Engineering and Consulting Services". Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of negligent performance by the CONSULTANT, or any person or subcontractor employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of three (3) years after completion of the CONSULTANT's services and/or construction and acceptance of the facilities designed by the CONSULTANT under the scope of this Contract including any amendment thereto.
- e. **CERTIFICATES OF INSURANCE.** The CONSULTANT shall furnish all Certificates of Insurance forwarded directly to the following:

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

with information copied to the Designated Representative identified in this Contract. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by these provisions.

SECTION 11 - NEGOTIATION DATA.

11.1 The CONSULTANT hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the CONSULTANT's compensation under this Contract may be adjusted to exclude any significant sums where the CITY determines the CONSULTANT's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the CITY during the period of this Contract and for five (5) years after final payment is made.

11.2 Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 12 - OWNER OF DOCUMENTS.

12.1 It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the CONSULTANT. The CONSULTANT shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the CONSULTANT pursuant to this Contract are instruments of service in respect to the services described in the Assignment. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to the CONSULTANT; and the CITY shall indemnify to the maximum extent permitted by law and hold harmless the CONSULTANT from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the CONSULTANT will entitle the CONSULTANT to further compensation at rates to be agreed upon by the CITY and the CONSULTANT.

12.2 Any Documents given to or prepared or assembled by the CONSULTANT and its subcontractors under this Contract shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

12.3 The CONSULTANT may maintain copies of all work performed under this Contract for the CITY.

12.4 The CONSULTANT shall not publish any information concerning this project without the prior written consent of the CITY.

12.5 The CONSULTANT should abide by the Florida Public Records law, more fully described in "Exhibit C."

SECTION 13 - STANDARDS OF CONDUCT.

13.1 CONSULTANT EMPLOYEES. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.

13.2 EMPLOYMENT ELIGIBILITY. The Consultant 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. Consultant 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) Consultant 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 Consultant 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) Consultant shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Consultant 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 Consultant'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. Consultant 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 Consultant, the Consultant may not be awarded a public agreement for a period of one (1) year after date of termination.

13.3 CONSULTANT COMPLIANCE WITH LAWS. The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

13.4 CONFLICT OF INTEREST. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 8.1.

13.5 REMOVAL OF EMPLOYEE. The CITY is empowered to require the CONSULTANT to remove any employee or representative of the CONSULTANT from working on this Assignment which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the CONSULTANT in writing of the CITY's objections prior to the CONSULTANT's removal of any employee or representative.

13.6 PUBLICATION. The CONSULTANT shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 14 - ACCESS TO RECORDS/AUDIT.

14.1 RECORDS MAINTENANCE. The CONSULTANT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The CONSULTANT shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of CONSULTANT's books, records, documents, time records and cost accounts and other evidence shall be at the CITY's expense.

14.2 ACCESS TO RECORDS. The CONSULTANT shall maintain and allow access to the records required under this Section for a period of five (5) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under the terms of this Contract.

SECTION 15 - CODES AND DESIGN STANDARDS.

15.1 All of the services to be performed by the CONSULTANT shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the CITY and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract. The CONSULTANT shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the CONSULTANT beyond that covered under the scope of this Contract

shall be subject to negotiation for an increase in scope and compensation by an amendment to this Contract.

SECTION 16 - ASSIGNABILITY

16.1 The CONSULTANT shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the CITY, provided that claims for the money due or to become due the CONSULTANT from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 17 - CONTROLLING LAWS

17.1 This Contract is to be governed by the laws of the State of Florida.

SECTION 18 - FORCE MAJEURE

18.1 Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 19 - EXTENT OF CONTRACT

19.1 This Contract, together with the RFQ titled "[insert name of RFQ]" (issued [Click or tap to enter a date.]), the proposal submitted [Click or tap to enter a date.], and the Exhibits hereinafter identified and listed in this Section 19, incorporated herein and made a part hereof by this reference, constitute the entire Agreement between the CITY and the CONSULTANT and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract. The Exhibits supplemental to and made a part of this Contract are as follows:

- Exhibit A: Scope of Services.
- Exhibit B: Task Order Form.
- Exhibit C: Addendum

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

Corporate Consultant Name:

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: Frances Robustelli

Its: _____

Its: City Manager

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brookes
City Attorney

Ginny Bodkin
Acting City Clerk

Sample Contract

EXHIBIT “A”

SCOPE OF SERVICES

Sample Contract

EXHIBIT “B”

TASK ORDER FORM

Sample Contract

EXHIBIT "C"

Addendum

CITY OF ST. PETE BEACH, FLORIDA **STANDARD CONTRACT ADDENDUM**

THIS ADDENDUM modifies the 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" to include the following terms of this contract Addendum:

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. 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.

City of St. Pete Beach
Engineering and Consulting Services
Marine Facilities &
Financial Services



Cummins Cederberg, Inc.
Jannek Cederberg, PE
111 2nd Ave. NE, Suite 1100
St. Petersburg, FL 33701
jcederberg@cumminscederberg.com
727-380-1644

CUMMINS | CEDERBERG
Coastal & Marine Engineering

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April 23, 2025

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

RE: City of St. Pete Engineering and Consulting Services
Marine Facilities, Financial Services

Dear selection committee members,

The City of St. Pete Beach, known as the Sunset Capital of Florida, is a vibrant community where the natural waterfront meets culture, history, and recreation. As a firm focused exclusively on coastal and marine projects, Cummins Cederberg understands the challenges associated with coastal resiliency, including seawall design, permitting, and construction, faced by waterfront communities. Cummins Cederberg is a leading coastal and marine engineering firm, specializing in complex waterfront infrastructure projects. Our team includes coastal engineers, marine structural engineers, and environmental policy specialists, with a proven track record in bringing projects from planning through construction. We are currently providing coastal engineering, grant-funded planning, and environmental permitting services in the Maritana neighborhood of St. Pete Beach to enhance and protect the shoreline in front of three waterfront properties.

This project will be led by our St. Petersburg-based project manager, Jenna Phillips. Jenna has over 18 years of experience in coastal and marine engineering, including preparation of feasibility studies, beach management plans, coastal assessments, coastal structure design, resiliency planning and flood vulnerability analyses, numerical modeling, living shoreline/nature-based planning and design, environmental restoration and mitigation, structural assessment and rehabilitation, beach design and renourishment, dredging and dredged material management, and regulatory permitting. Our St. Petersburg office is located just 9 miles from the City Hall and is supported by staff from our Miami, Fort Lauderdale, Jupiter, Sarasota, and Tallahassee offices, as well as our experienced subconsultants.

We have reviewed the Scope of Work for Marine Facilities and Financial Services and assembled a team of engineers, landscape architects, environmental scientists, and technicians to provide innovative solutions for the rehabilitation and replacement of the City's waterfront infrastructure, including seawalls, living shorelines, docks, waterway signage, and coastal management. Our approach integrates environmentally beneficial features to enhance local waterways and improve resilience of structures and shorelines against storms and tidal flooding. Our services cover all marine activities, including design, inspections, technical investigations, regulatory permitting, grant funding, and public outreach, ensuring compliance with applicable regulations. Additionally, we offer program development, project bidding assistance, construction oversight, and community engagement to ensure successful project execution that meets and exceeds funding agency requirements.

We commit to the obligations in this RFQ and appreciate the opportunity to share our experience and qualifications in the following pages, as well as to support the City in developing resilient and sustainable waterfront solutions for future generations. Should you have any questions please do not hesitate to contact me at 727-380-1644 or jcederberg@CumminsCederberg.com, as I am the person responsible to execute contract documents.

Sincerely,
CUMMINS CEDERBERG, INC.



Jannek Cederberg, PE
President



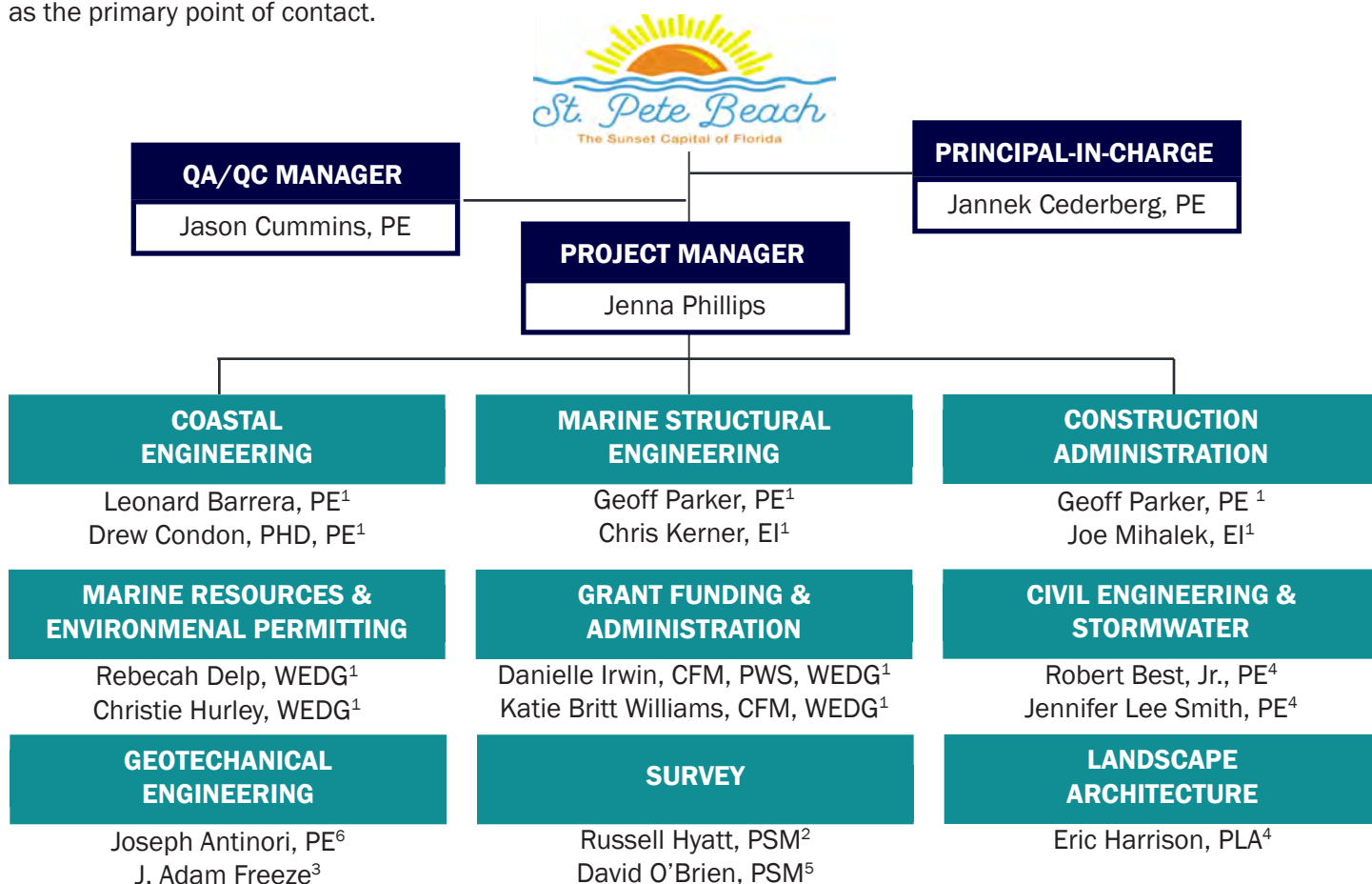
Jenna Phillips
Project Manager

* Cummins Cederberg, Inc. has read and acknowledges all addenda issued as of April 22, 2025.



STATEMENT OF QUALIFICATIONS & PROFILE OF FIRM

Cummins Cederberg is among the largest Florida-based coastal and marine engineering firms, specializing in complex engineering and environmental solutions. **Established in 2010, we have grown to over 70 employees and become a leader in coastal and waterfront engineering, coastal planning, environmental assessment, regulatory compliance, permitting, and grant administration, and have completed over 150 waterfront projects.** Our staff includes coastal engineers, marine structural engineers, engineer divers, resiliency planners, environmental consultants, regulatory and policy experts, and marine scientists, all with extensive experience in their respective fields. More than 75% of our team holds advanced degrees, professional certifications (e.g., Envision Sustainability Professional (ENV SP), Waterfront Edge Design Guidelines (WEDG), Certified Floodplain Managers (CFM), LEED Accredited Professional (LEED AP), as well as appointed positions on advisory boards, and State and national professional organizations. The technical background, key personnel experience, and subcontractor personnel are detailed in the full resumes provided as exhibits. Our St. Petersburg office will be leading this RFQ, with Jenna, who is based in that office, serving as the primary point of contact.



1. Cummins Cederberg Location: St. Pete & Sarasota, FL	2. Hyatt Survey Services Location: Bradenton, FL	3. Athena Technologies Location: McClellanville, SC
4. Chen Moore & Associates Location: Tampa, FL	5. SurvTech Solutions Location: Tampa, FL	6. Tierra Location: Tampa, FL

Marine Structures Engineering & Inspection

Design of marine structures can be very different from upland structures due to the extreme environment and exposure to dynamic and powerful coastal processes, as well as constraints imposed by environmental agencies.

Cummins Cederberg has unparalleled in-house expertise in design and inspection of piers, bulkheads, marinas, wharfs, docks, water taxi berths, port infrastructure, boat ramps, and seawalls. Our design philosophy is to develop robust and flexible solutions that not only meet engineering requirements 50 years from now, but remain functional and beneficial to the community and environment in the short-term as well.

The Redesign of Jose Marti Park in Miami includes a shoreline protection project combining a seawall with nature-based solutions. The project also includes a floating boardwalk that serves as a wave attenuator to protect the vegetated living shoreline, while enhancing direct water engagement for the community. Additionally, a water taxi slip provides water-based commuter services to enhance the interconnected transportation options within the Biscayne Bay.

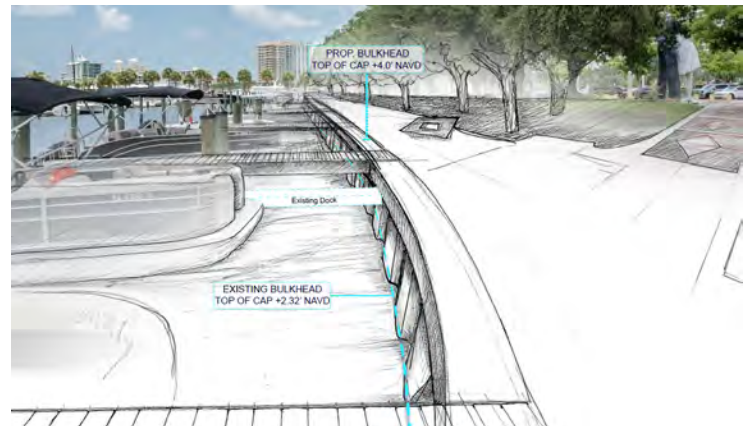


Jose Marti Park is the first WEDG certified project in Florida and includes seawall design, a boardwalk, water taxi stop, living shoreline, and living seawall

The living shoreline and living seawall improve shoreline stabilization and ecosystem services, while reducing flood risk to the upland residential community. The redevelopment of Bayfront Park in Sarasota includes replacement of the existing bulkhead with a more robust shore protection system. The new seawall will be raised to provide additional protection from sea level rise and the anchoring system will be improved to handle higher loads. Living seawall modules will be attached to the face of the seawall to incorporate natural benefits and create

habitat for marine resources, contributing to water quality improvements.

For projects involving existing shore protection or other waterfront structures, an engineering condition assessment is recommended in order to understand remaining service life and potential repair needs. Our unique team brings expertise in both coastal engineering and structural engineering. We are capable of fielding three concurrent OSHA-compliant engineering dive teams to conduct underwater investigations for coastal and waterfront structures. Our staff includes 10 engineer-divers, 8 of which are registered Professional Engineers in Florida.



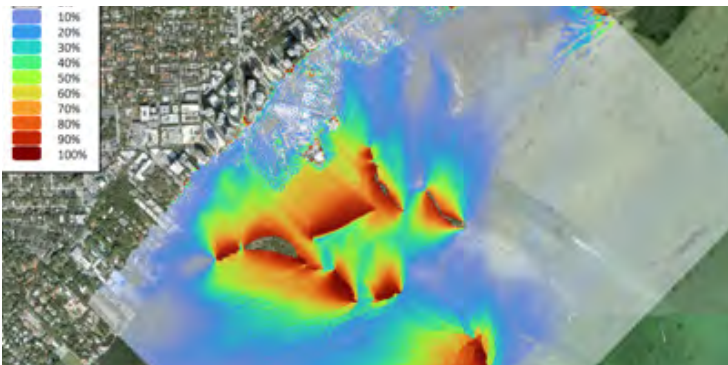
This rendering illustrates the proposed enhancements to Bayfront Park's shoreline, including a raised seawall for increased flood protection and improved anchoring for structural resilience

With the increased focus on tidal flooding and resiliency, assessing and understanding service life of marine structures becomes paramount in meeting those requirements in a cost effective and pragmatic way. Each engineer on our team who performs these inspections understands coastal and marine processes (waves, currents, erosion), which means we are not only assessing the structural condition, but also the underlying reason for the deterioration.

Coastal Engineering

Cummins Cederberg has a well-established portfolio of coastal projects. Our engineers are experienced in all aspects of beach nourishment, sand source investigations, coastal processes, design, permitting, physical and environmental impact evaluation, monitoring and construction administration, inlet management, and coastal structures. We employ decades of practical knowledge combined with our in-house state-of-the-

art advanced numerical modeling tools such as SMS/ ADCIRC, MIKE 21, Delft3D/SWAN, OpenFOAM, and SLAMM. With the increasing threat of sea level rise, we apply the use of hydrodynamic models to analyze storm surge impacts under current and future predicted water levels associated with sea level rise.



At Dinner Key Marina in Miami, Cummins Cederberg ran a spectral wave model to compare the wave power reduction between the existing conditions and the proposed improvements on the breakwater islands protecting the Dinner Key Marina and Miami City Hall

The hydrodynamic models can be further coupled to simulate the interactions between hydrodynamic and wave conditions. For example, we have developed an in-house hydrodynamic and hurricane model of Florida that includes Tampa Bay, allowing us to efficiently analyze a wide range of water levels and storm scenarios. We used similar models for the City of Hollywood Tidal Flood Mitigation project to design tidal flood barriers meeting required elevations. Our coastal engineering expertise and experience allows us to create numerical models that simulate flood conditions associated with coastal flooding, sea level rise, rainfall, and compound flooding that meet and exceed the minimum state statutory requirements. The flood conditions simulated in our numerical models allow us to identify structures at a higher risk of flood impacts and prioritize coastal engineering solutions that improve resiliency.

We combine numerical modeling tools with practical engineering and a deep understanding of coastal processes to provide the most appropriate engineering design solutions. Our engineers optimize designs based on existing site conditions, degree of wave exposure, water depths, and geomorphologic changes. Through practical engineering applications when evaluating and utilizing numerical models, we conduct thorough calibration and validation model checks to verify results and ensure sustainable and cost-effective projects. Our project experience includes nature-based designs, living shorelines, breakwaters, revetments, artificial reefs, shoreline stabilization, and design of hard structures.

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Coastal & Marine Engineering

We use 3D drafting software for design layout. Our engineers are highly involved throughout the entire life-cycle of the project from initial field investigations, through planning, design, and ultimately construction management, providing a thorough understanding of the multiple facets of a project and interdependency of design decisions made along the way. This process allows us to design projects and develop technical specifications that maximize project performance, satisfy regulatory requirements, and maintain public safety. Computer models can also be effective in navigating potential concerns from specific stakeholders relative to potential changes of coastal processes, such as current speeds or increased erosion.

Dredging & Dredged Material Management

Our dredging design and permitting experience includes maintenance dredging, channel deepening projects, and shoaling analysis within federally authorized and tributary channels for navigation and environmental restoration. We are also experienced in the application of numerical models to evaluate historical sedimentation trends, establish potential shoaling rates, and identify dredge volumes. Similarly, we have used numerical modeling tools to simulate dredge plume movement to evaluate impacts to water quality and changes in currents in newly deepened channels.



Cummins Cederberg created a dredge design template within Phillippi Creek to restore vessel navigability, with an additional focus on stormwater drainage from the surrounding community

Cummins Cederberg optimized the dredge design and is in permitting for the City of Miami Beach Biscayne Point Canal Dredging project, to restore navigational clearance within a silted in waterway. We recently completed a feasibility study and initial design for the Phillippi Creek dredging project, which will restore navigational clearance within this Sarasota waterway. The key to a successful dredging project is careful evaluation of geotechnical data to understand sediment characteristics and evaluation of

environmental resources to demonstrate avoidance and minimization of impacts. In addition to careful review of surveys, geotechnical data, and other site-specific conditions, we work with our clients and stakeholders to properly plan, design, and construct feasible, cost effective, and permissible dredging projects.

Jenna worked closely with the West Coast Inland Navigation District (WCIND) to prepare a 4-County regional 50-Year Dredged Material Management Plan (DMMP) for the federally authorized Gulf Intracoastal Waterway (GIWW) and adjacent inlets within Manatee, Sarasota, Charlotte, and Lee Counties. This effort included extensive review of 12 inlets within the 4-county region to identify nearshore and beach placement locations to inform a GIS inventory.



Cummins Cederberg extended the Phillippi Creek dredging project over 33,000 linear feet upstream following the 2024 hurricane season to better serve the community, restore vessel navigability, and improve stormwater conveyance.

Jenna was the technical lead for the multiple phases of the Town of Longboat Key’s Town-wide Canal Dredging Project in 2016 – starting with a feasibility study that included bathymetric survey, geotechnical data collection, and an assessment of vessel sizes to establish navigation needs. This initial effort led to extensive regional coordination related to sediment management, design, and permitting of the canal dredging project, including material management and a beneficial use seagrass restoration project. Jenna also led the team in compiling existing permit history and dredge records for approximately 90+ canals (nearly 26 continuous miles) into a GIS database to support and streamline the Town’s future canal dredging program. This expertise will be leveraged to design dredging projects for the City that maximize navigational safety and cost-benefit while minimizing environmental impacts.

Jenna has also worked with Sarasota County to develop dredging feasibility studies for the America Drive, Ships Channel, and Pirates Pass residential channels which included extensive evaluation of dredged material management and disposal options based on geotechnical and chemical analysis.

Cummins Cederberg’s unique ability to apply traditional engineering methods with new innovative technologies to dredging projects is what sets our team apart. Combined with First Line Coastal’s experience in dredging design, monitoring, and construction – the Cummins Cederberg team provides unmatched dredging experience on the Gulf Coast of Florida. Our local knowledge of the waterways along the Suncoast and within Manatee and Sarasota Counties will assist the City in navigating complex engineering needs on a regional scale. Our experience working with dredging contractors allows us to design projects that utilize industry standard means and methods to reduce delays, RFIs, and change orders during construction.

Beaches/Dune Restoration

Beach Nourishment & Monitoring

Cummins Cederberg has extensive experience with both large- and small-scale beach nourishment projects, emergency fill placement, and pre-/post-storm damage assessments. Cummins Cederberg is the Engineer of Record for the Beach Restoration project in the Town of Hillsborough Beach following Hurricanes Matthew and Irma. The project used ‘sand of opportunity’ from a nearby maintenance dredging project along the Intracoastal Waterway (ICWW). Our team led the design and permitting effort to maximize the advanced nourishment volume within the permitted template to provide protection of upland infrastructure.

Jenna was the Project Manager and technical lead on the South Sarasota County Venice Beach Shore Protection Project, leading the installation and monitoring of over 7 acres of offshore artificial mitigation reef, managed 2 full beach nourishment cycles and interim spot nourishment projects, performed offshore borrow area investigations and volume capacity analysis, and led annual permit compliance physical and environmental monitoring surveys.

Cummins Cederberg completed beach nourishment and truck haul projects for several municipalities including the Bal Harbour Village. A series of nor’easters caused significant erosion along the beaches in Miami Beach. We were engaged by Miami-Dade County to design an emergency 20,000 cy truck haul restoration project to

restore the dune system and emergency access. The berm and dune were designed to avoid impacts to nearshore hardbottom and we prepared an Equilibrium Toe of Fill (ETOF) analysis to optimize the fill template and avoid impacts to nearshore hardbottom resources.



Cummins Cederberg worked with Miami-Dade County to design an emergency dune restoration project following significant erosion associated with nor'easters in 2020. The design was optimized to maximize the fill template while avoiding impacts to nearshore hardbottom.

To further support pre- and post-storm response, our team maintains professional licensed drone pilots to conduct rapid and thorough beach and shoreline condition assessments before and after storms. These surveys support efforts to secure FEMA funding to restore the beaches to pre-storm conditions.

Resiliency/Adaptation Planning

Cummins Cederberg recognizes that sea level rise and climate change are creating continually evolving conditions, which include a new reality to which we must adapt. The City is particularly vulnerable to flooding from the Gulf of Mexico to the west, Boca Ciega Bay to the east, Pass-a-Grille Channel to the south, and various canals. While the City works to finalize their Vulnerability Assessment, a pilot project can be implemented to demonstrate adaptation to sea level rise and creation of a more resilient waterfront. We are currently working with multiple municipalities around the State to guide decision making relative to resiliency planning and efficient use of public funds. Cummins Cederberg is proud of the fact that many of our resiliency projects have moved beyond the planning phase and into the implementation phase, with many already constructed. Our proactive approach combines sea level rise projections with practical concepts and on-the-ground implementation strategies to maximize the service life of the City's infrastructure.

Shoreline protection should harmonize with the upland development as much as possible, create natural

habitat, and incorporate sustainable building practices. Resiliency planning should incorporate planning for future conditions and the benefits of nature-based solutions with traditional designs. Our coastal engineers routinely evaluate the potential impacts of local sea level rise and create flood mitigation roadmaps to address coastal flooding in shoreline protection projects.

As engineer of record for the City of Hollywood's Tidal Flood Mitigation and Shoreline Protection and the City of West Palm Beach's Currie Park Redevelopment projects, specifically the waterfront scope of work, we analyzed and incorporated long-term sea-level rise, storm surge impacts, and overall resiliency into the design of the waterfront improvements. Resiliency and adaptation planning can also be applied to structures such as docks and piers by increasing the clearance above water as added protection to impacts from sea level rise and storm surge. We accounted for sea level rise, wave impacts, and storm surge in municipal dock restorations at Lois Avenue and Broadway Street in Longboat Key by increasing the dock elevations and adjusting the method for driving piles.



Cummins Cederberg led the engineering, environmental, permitting, and grant support for waterfront work including rock revetment, living shoreline, boat ramp, improvements, kayak launches, over water piers and boardwalks, and "social" steps leading to the to the water for Currie Park

Cummins Cederberg has specialized experience and capabilities within the coastal engineering industry, which we leverage to provide dynamic solutions that can be adapted for reasonably anticipated sea level rise within the design life of the structure. Our team of experts understand coastal processes and the drivers of climate change. We also have Certified Floodplain Managers on staff who can provide the City with expert guidance relative to compliance with the FEMA National Flood Insurance Program (NFIP) and Florida Building Code (FBC) floodplain development requirements. This provides opportunities to tie sea level rise improvements to increases in CRS ratings, providing direct financial benefits to the residents.

Furthermore, we have established relationships with experts in the economics of flood resiliency that can be brought in should the need arise.

Living & Nature-Based Shoreline Stabilization

Our collective team experience and expertise in design, permitting, and construction of living shoreline and nature-based projects is unmatched. Our specific experience in waterfront park rehabilitation and living shoreline projects includes Currie Park in West Palm Beach (rock revetment, living shoreline, boat ramp improvements, overwater piers and boardwalks, marina), the City of Hollywood's Tidal Flood Mitigation project (living shoreline, rock revetments, storm surge protection), and Portosueno Park in Bradenton (rock revetment, living shoreline, mangrove plantings, reef balls, boardwalk).



At Portosueno Park in Bradenton, Cummins Cederberg designed a multi-faceted living shoreline that creates environmental habitat, enhances waterfront recreation, and improves resilience with oyster reef balls, mangroves, rock revetment, upland plantings, and an over-water viewing platform

Project Manager, Jenna Phillips also brings a wealth of local experience along the Gulf Coast of Florida, including development of a Living Shoreline Guidance Document for the Coastal & Heartland National Estuary Program (CHNEP) and the City of Punta Gorda through FDEP Resilient Coastline Program funding. Jenna has also designed a range of living and hybrid nature-based living shoreline projects for the City of Sarasota and Sarasota County, including Bird Key Park, Nokomis Beach Park, Indian Shores, and Ted Sperling Park.

The City of Hollywood partnered with Cummins Cederberg for a tidal flood and shoreline protection project that includes incorporating nature-based solutions to City-owned shorelines. The project includes 22 City owned shoreline segments totaling over 20,000 LF of shoreline. To address tidal flooding, designs include a combination of living shorelines, rock revetments, and bulkheads meeting City and County tidal flood barrier ordinances.

Cummins Cederberg worked with the City to develop and adopt their municipal Tidal Flood Barrier Ordinance.

Manatee County retained Cummins Cederberg to develop a living shoreline at Portosueno Park to provide nature-based solutions for shoreline protection. The existing seawall will be removed and replaced with a rock revetment. Mangroves and reef balls will be incorporated to provide environmental habitat, increase biodiversity, and dissipate wave energy. In addition, a boardwalk will be constructed over the rock revetment to enhance recreational features. Upland plantings were designed at elevations to promote growth and overall vegetation health as sea levels rise.

Marine Sciences

Our environmental permitting staff includes marine biologists and environmental specialists. Our highly experienced biologists and environmental scientists routinely develop biological assessments and monitoring plans, conduct a range of environmental investigations including marine resource surveys, environmental assessments, benthic habitat monitoring, hardbottom mapping, habitat mitigation monitoring, wetland delineation, seagrass surveys, coral relocation programs, vegetation surveys, and biological monitoring programs for a variety of coastal projects throughout Florida and the Caribbean.

Our regulatory team and marine biologists work in concert with our engineers to achieve overall design intent and project goals, while protecting marine resources and aiding an efficient regulatory approval process. This internal team of marine biologists and environmental scientists includes 13 scientific divers trained per 29 CFR 1910.410 and the American Academy of Underwater Sciences (AAUS), all of whom have professional experience conducting hardbottom and benthic monitoring surveys.

Our team prepares due diligence reports, environmental surveys and monitoring reports, and compiles feasibility reports for a variety of coastal projects throughout Florida and the Caribbean. Our scientists routinely perform statistical analyses and reporting for efforts involving the detection of shifts in community composition at the species level in response to upstream or land-based activities.

In addition to providing qualified and experienced staff, Cummins Cederberg can provide the necessary equipment to perform a range of surveys including shallow water vessels, mapping equipment, drones, data

sondes for the collection of water quality data, sediment cores (jet probes), video and still cameras, and SCUBA diving equipment.

Cummins Cederberg understands the requirements necessary to conduct various environmental assessments and the importance of reviewing regulatory terms and conditions with the State and federal resource agencies, as well as local stakeholders and special interest groups. Our environmental team has a firm grasp of the environmental and logistical coordination efforts needed to develop projects from conception through implementation.



Cummins Cederberg is currently leading all environmental permitting and grant administration for the multi-phased legacy project at The Bay Park, working with The Bay Conservancy and the City of Sarasota

Environmental/Regulatory Permitting

The Cummins Cederberg team of regulatory experts provides unparalleled experience in local, State, and federal coastal permitting, comprehensive mitigation design and monitoring, NEPA documentation, Endangered Species Act Section 7 consultation, and Essential Fish Habitat Assessments. Our team includes former executive level regulatory staff from State and federal agencies including a former FDEP Deputy Director of Beaches and Coastal Systems and USACE Regulatory Section Chief, as well as other former environmental regulatory staff with intimate knowledge of the regulatory process and established professional relationships with agency personnel. This expertise serves to expedite regulatory reviews, negotiate reviewer requests for additional information, and maintain frontline knowledge of regulatory changes.

Prior to submitting permit applications, we conduct pre-application meetings to better understand initial agency concerns and proactively address questions the agencies are likely to have when reviewing the submittal. Once a permit application has been submitted and initial responses from the agencies received, depending on the complexity of the project, Cummins Cederberg will host a multi-agency video conference to streamline project review and address conflicting comments. Continued communication with the agencies ensures prompt agency review, feedback on project details, and negotiated permit conditions, all leading to permits being issued expeditiously with reasonable conditions.

Grants

Our in-house policy expertise includes substantial federal and State grant management experience. This team is comprised of policy leaders, regulatory administrators, and grant project managers who have previously worked for FDEP, Water Management Districts, and other State agencies. Cummins Cederberg's varied experience includes developing and budgeting funding agency programs, administering grant awards with sub recipients and municipalities, preparing and submitting grant applications on behalf of clients, administering grant contracts, and complying with State and federal grant requirements funding consulting services and construction contracts.

SIGNATURE PROJECT GRANT AWARDS



The Cummins Cederberg team is currently administering over \$75M in grants and has successfully won over \$63M in grant awards since 2020 for our public clients, including the City of West Palm Beach, City of Sarasota, Bay Park Conservancy, City of Miami, City of Sanibel, Manatee County, and Bal Harbour Village.

Construction Services

Following engineering design for permitting, it is important to confirm projects are constructed properly and follow engineering and regulatory requirements. Cummins Cederberg is highly experienced in construction administration, starting with initial bidding and project award through preconstruction meetings, special inspections, and site visits, until final completion. Experience has shown it is important for the design engineer to remain involved throughout the process, where comprehensive knowledge of the design conditions and underlying coastal processes correlate the varying construction techniques with potential impacts to the future rate of deterioration and service life of a structure.



Cummins Cederberg brings extensive construction phase expertise to coastal and waterfront projects, with involvement from bidding and contractor selection to onsite inspections and project closeout. Our team includes former marine contractors and engineers who understand the importance of aligning construction practices with long-term performance and coastal resilience

Cummins Cederberg has provided construction phase services for numerous waterfront facilities, marinas, parks, shorelines, and coastal projects – for private and public sector clients. Our construction management staff includes former marine contractors who bring critical project management and field experience. Our team has performed all tasks normally associated within administration of construction projects – including contract preparation, bidding and contractor selection, preconstruction meetings, coordination with federal, state, municipal agencies, onsite observation services, progress tracking, pay application processing, contractor submittal review, construction observations, preparation of change orders, assistance with owner-contractor dispute resolution, and project closeout and certification.

Communication with Subs

Cummins Cederberg's approach to project management is designed to deliver efficient, high-quality projects that meet the City's needs. Acting as an extension of the City's staff, the Cummins Cederberg team is committed to guiding the project from inception to closeout, maintaining full compliance with technical standards and grant obligations throughout the process. The City is a high-priority client for our firm, and to effectively manage City projects, we will employ our proven structured 5-step method. This process guarantees that tasks are properly assigned, deadlines are met, and project objectives are achieved within the agreed-upon timelines and budgets. Within one month of Notice to Proceed (NTP), Cummins Cederberg will reach out to the City to facilitate a meeting to discuss upcoming project opportunities and timelines.

Our structured 5-step method begins with identifying the scope and budget, where early communication with the City will help us understand anticipated projects and timelines. Jenna will work with the City to develop the scope, qualifications, staffing, and budget estimates for each project and associated tasks, leveraging existing data for potential cost savings and expedited completion. Upon approval of the project scope, Jenna will coordinate with the team to engage the necessary personnel, ensuring a highly responsive team that can meet the City's requirements within the desired timeframe and budget. Following authorization to proceed, Jenna will schedule a project kickoff meeting to discuss assignments, prepare scopes of work, and establish effective communication channels. Throughout the project, we will monitor progress, regularly communicate with City staff, and maintain compliance with City procedures while providing thorough project records. As part of overall project management, our team will provide regular progress updates and maintain prompt response times for any inquiries that may arise .



CATEGORY 1: APPROACH TO MARINE FACILITIES

The Cummins Cederberg team is comprised of coastal engineers, marine structural engineers, marine biologists, regulatory and policy experts, marine scientists, oceanographers, geologists and construction managers with experience in all facets of coastal engineering, environmental planning, and the regulatory framework. To supplement our team, we have included local subconsultants SurvTech, Hyatt Survey Services, Chen Moore & Associates, Athena Technologies, and Tierra for surveying, civil engineering, and geotechnical services.

Our engineering team is responsible for the investigation, planning, design, and construction management of coastal projects such as beach nourishment, dune restoration, shoreline stabilization, marinas, waterfront structures such as docks and piers, navigation dredging, living shorelines, sea level rise assessments, and adaptation planning. We thoroughly understand all phases of marine construction—from preparing opinions of probable construction cost and construction drawings to overseeing construction administration, grant management services, and final project close-out. At the outset of each task assignment, Cummins Cederberg will confirm with City staff the level of support needed for each project. Our scopes of work remain comprehensive yet flexible, identifying estimated labor hours per task, meeting, and site visit to support judicious use of the City's resources and funds. Our experience working on projects from field to finish ensures our designs consider all aspects of project development up front during the design phase, rather than further down the line.

In addition, our strategic grant administration team has secured over \$63M in public waterfront project funding since 2021. Our regulatory and policy specialists are experienced in marine and waterfront engineering projects, state and federal permitting and policy strategies, and grant administration. Knowing the grant programs available for project types and elements helps our grants team craft the best funding strategy to receive the most co-benefits. Where applicable, we plan maximize funding opportunities by stacking grants based on the timing of award or matching funds availability and phasing the project to receive funding in separate phases. Projects will be paired with the policies and goals of the funding agency to better align with criteria affecting the award of funds and facilitate qualifications.

Cummins Cederberg served as EOR and led the construction administration for the repairs to the largest municipal marina on the east coast of Florida



Our in house project organization utilizes a layered project management team to breakdown critical tasks and communication chains in order to provide a high-level of detail to essential project metrics – budget, schedule, and quality. Our team is prepared to assist the City in delivering innovative, successful projects that comply with all technical standards, while maintaining environmental regulatory agency requirements. The Cummins Cederberg team will be an extension of the City’s staff and is committed to assisting in all aspects of project management from initial kickoff meetings to project closeout. Our project management process will focus on three key fundamentals:



Communication & Protocols

In our experience, it is not only the knowledge of the team members that drive the success of a project, but the effectiveness of communication amongst the team and stakeholders. Communication and collaboration are a core of our focus and success. Our team is equipped with the latest technologies to host calls/meetings and send essential project data whether in the office or field including Microsoft Teams, Zoom, Outlook, and cell phones. For cloud-based data transfer we utilize Dropbox and Microsoft Sharepoint. Our staff is trained on the latest technologies, which leads to efficient storage, transmittal and updates to pertinent project documents – drawings, calculations, and reports.

Internal Communication

We utilize our internal tiered management structure to set project roles, establish expectations, and define communication flow for all project tasks. To ensure consistency in project coverage and overlap of responsibilities, our team meets weekly to discuss project priorities, troubleshoot project challenges, and align focus for critical schedule items. We will flag high-priority or critical path items for mid-day and end-of-day check-ins amongst the team to confirm no impact to project schedule, budget, or quality.

External Communication

As part of the team assignment and communication responsibilities, we identify the key project stakeholders who will influence the success of each project. Key team members for the client, design subconsultants, and others are identified and introduced to the Cummins Cederberg team to establish initial connections. Once the project has been started, Jenna will handle high-level communications to maintain project goals and ensure milestone deliverables. She will also handle daily communications with the team to have consistent visibility and feedback on project priorities.

Cummins Cederberg will keep the entire project team connected with conference calls, weekly coordination meetings, and email communications.



Schedule Monitoring & Controls

The project schedule is the lifeline of the project and connects all parties, from stakeholders to construction crews. Cummins Cederberg will prioritize the following efforts to monitor and control the project schedule:

- During the design and permitting phase, our team will streamline critical path items with our internal team and subconsultants. Furthermore, we will maintain communication with agency reviewers to optimize permit application processing.
- During the pre-mobilization phase, we will review construction documents to identify long-lead



time items and the critical path sequence to ensure the contractor has a strategy to optimize schedule.

- A Master Project Schedule will be prepared in Microsoft Project to manage project design and delivery throughout the Project life cycle. This enables us to track the impacts of changes on various tasks and identify opportunities to make up ground in other areas to keep the overall project schedule on target.
- Utilize breakout and bi-weekly look-ahead schedules to prioritize critical path items.
- Schedule weekly discussions of priorities amongst internal and external team chains during meetings.

Budget Monitoring and Controls

As a key metric and resource in any project, we understand the significance of having a plan to monitor and control project budgets. Cummins Cederberg will carry out the following measures to optimize project funds and avoid unforeseen cost impacts:

- Preliminary design/pre-construction reviews of scope to confirm constructability and avoid change orders. This is critical to avoid change orders during construction.
- Coordinate with subconsultants and entire design team to determine if value engineering options exist.
- Support project bidding to validate competitive pricing while ensuring qualified contractor selection.
- Perform detailed scope and contract reviews for vendors to ensure no scope gaps.

Quality Monitoring and Controls

Our quality management philosophy is focused on essential elements including customer satisfaction, management responsibility, continuous improvement, and prevention - as opposed to correction. We believe Project Management and Quality Management should complement each other as they work together. The following basic principles guide our approach to quality management of our project deliverables throughout the project lifecycle:

Engineering QA/QC

As a top priority for Cummins Cederberg, quality drives our overall project management approach. Jason Cummins, PE, will serve as QA/QC Officer and will ensure that each team member follows proven quality protocols. He will coordinate overall QA/QC, review project QA/QC plans, and review and verify satisfactory QA/QC procedures.

Permitting QA/QC

With several former regulators on staff who bring unmatched insight into the environmental regulatory permitting process, we have a clear understanding of the State and Federal rules and regulations and their application to complex coastal projects. Permit application packages and responses to Requests for Additional Information (RAI) prepared by our highly qualified biologists, engineers, and environmental scientists are reviewed by senior managers prior to submittal to the agencies to ensure they thoroughly address the rules and regulations, as well as all items identified in RAI. All documents are carefully checked to ensure all requested information is provided and all revisions to drawings have been addressed, with the goal of avoiding issuance of subsequent RAIs, thereby reducing the overall permitting timeline.

Construction QA/QC - Risk Management

With our extensive background in both engineering and construction operations, we have been exposed to varying levels of workmanship, and have resolved many construction quality issues. Below outlines our approach to project construction costs, monitoring, and controls using our in-house construction management team.



Project Management Execution by Phase

Our team includes several professional engineers who have simultaneously performed design and construction management on our projects, which provides additional insight into constructability. This strategic blend of engineering-construction experience allows our staff to provide quality control and practical input on specifications, including required submittals, milestones, and documentation requirements. To meet project objectives, we have identified key stages of a project's lifecycle that correspond to essential tasks.

Design & Permitting Phase

Once the City issues a Notice to Proceed, Cummins Cederberg will initiate the design and permitting efforts to kick-off the project. Our anticipated efforts will include:

1. Project Scope Review and Design
2. Permit Applications and Processing

1. Project Scope Review and Design

The first step will include early communications with the City to gain a comprehensive understanding of the scope of the project. We will work with the City to identify the project needs and involve our subconsultants early to outline the critical design sequence and strategy to expedite permit application submissions to environmental permitting agencies.

Cummins Cederberg will host and execute pre-design coordination meetings, which will be documented with meeting minutes for distribution to the Project Team.

2. Permit Applications and Processing

As a result of securing numerous permits for projects in Florida's marine environment by staff who worked directly for the FDEP, SFWMD, and USACE, Cummins Cederberg is very familiar with the regulatory processes, staff, and procedures.

Prior to submitting permit applications, we will conduct pre-application meetings to better understand initial agency concerns. We will then compile comprehensive permit application packages to proactively address questions the agencies raised during the pre-application meetings and are likely to have when reviewing the application packages.

Once permit applications have been submitted and requests for additional information have been received from the agencies, Cummins Cederberg will host a multi-agency webinar to streamline project review and address any conflicting comments from regulators. We collaborate with environmental and engineering team members throughout the permitting process to ensure our engineering designs are consistent with the rules and regulations, while minimizing ecological impacts to the maximum extent practicable.

Project Close-out Phase

Once permits have been obtained, project bidding and contractor selection can commence. Cummins Cederberg will guide the City through this process towards the successful construction of the project.

1. Procurement and Post-Award Negotiations
2. Pre-mobilization Meetings and Coordination
3. Construction Site Walkthroughs and Observation Reports
4. Project Documentation - RFIs, Submittals, and Pay Applications
5. Project Close-Out



1. Procurement and Post-Award Negotiations

Our team is prepared to support the City with project bidding and the contractor selection process. Our involvement typically includes developing a comprehensive bid package, participation in pre-bid meetings, review of Contractor qualifications, and preparation of a recommendation letter identifying the lowest qualified bidder. Cummins Cederberg is prepared to assist with contract negotiations, including conducting draft contract reviews, organizing the scope of work and unit rates, and confirming latest project documents to be attached via contract exhibits.

2. Pre-Mobilization Meetings and Coordination

Prior to contractor mobilization, Cummins Cederberg will coordinate a pre-construction meeting to meet with essential contractor personnel to discuss work sequence and logistics, as well as to review the environmental permits. The objective is to establish a chain of communication and identify team member roles and responsibilities to optimize workflow and troubleshoot of production issues. This is also when required documents are provided by the contractor, including hurricane plans and emergency contacts.

3. Construction Site Walkthroughs and Observation Reports

Once construction commences, Cummins Cederberg will perform site walkthroughs to ensure the Project is being constructed in compliance with the contract documents, construction drawings, and permits. We will prepare and distribute Field Observation Reports including photos, written observations, and any relevant figures to document the observations recorded during the site visits. Further, we will immediately communicate and follow-up on any critical observations noted that could impact the Project schedule and/or budget.

4. Project Documentation – RFIs, Submittals, and Pay Applications

Cummins Cederberg will review RFIs and submittals from the contractor and coordinate any technical reviews/inputs with our subconsultants and City project staff. We will provide prompt technical clarification to the contractor on aspects or details of the construction documents to ensure the project is built to satisfy the intent of the design and project permits, while minimizing the potential for project schedule and budget overruns. We will also review submittals from the contractor to verify the materials, sequence, methods, equipment, and plans are consistent with the approved design and permit conditions.

Cummins Cederberg will also review pay applications from the contractor to confirm the requisitions reflect the percentage complete onsite. Part of this review will be to confirm the billed work has been formally observed/inspected and accepted by the City prior to approving payment release.

5. Project Close-Out

Upon the milestone of substantial completion, Cummins Cederberg will complete the required walkthroughs to initiate a punch list with City representatives and the Contractor to ensure work is completed to the satisfaction of the City and is in compliance with contract documents, as well as project permits. Cummins Cederberg will also assemble the required documentation, as-built surveys, installation and inspection logs, and final certification letters to prepare the final Project report for submittal to the regulatory agencies to close out the permits.

CATEGORY 2: APPROACH

TO FINANCIAL (GRANT) SERVICES

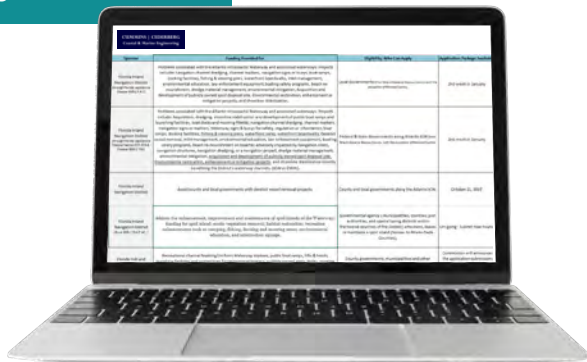
Depending on the project type and phase in funding (application or award implementation), our approach to grant assistance is organized in to three service areas:

1. Grant Funding Research

Knowing the grant programs available for project types or project elements, helps our grants team craft the right funding strategy to receive the most co-benefits. We will craft a plan for “stacking grants” based on the timing of award, leveraged matching funds availability, or by phasing the project which could receive funding in separate phases. Our firm follows the activities of the funding agencies for background information on the types of previously funded, new modifications to grant programs, and strategies for effective grant applications. We understand the nature of pairing projects with the policies and goals of the funding agency.

Cummins Cederberg maintains a proprietary grant tracking database which allows us to quickly pull the right grant options for the project. This database is maintained with the most recent funding opportunities, and updated with new grant opportunities as they are announced.

In-house Grant Funding Database



Our team specializes in researching potential funding opportunities for specific categories of projects. We pride ourselves on the diversity of project types we research grants for, including marina and docks, green infrastructure and living shorelines, upland park and recreational amenities, seawall improvements, historical resources, sustainable transportation, stormwater, and water quality improvements, and resilient infrastructure.

Project concept development evolves from this knowledge and synthesis of influencing factors. Grant strategies are summarized in funding needs reports. Upon request, on-call grant research deepens the understanding of and timely response to grants available. The amount of detail in funding agency objectives, priority areas, parameters, timing, eligibility, prerequisites, and application processes can be complex. Cummins Cederberg understands the importance of compiling concise summaries for communication and further action.

We successfully stacked grants together to help fund the Bay Park project in Sarasota. Cummins Cederberg worked closely with an interdisciplinary project team, the City, and the Bay Park Conservancy to apply for and obtain a \$10.4M Community Development Block Grant-Mitigation (CDBG-MIT) under the Rebuild Florida General Infrastructure Program and a \$1.25M award from the Florida Department of Environmental Protection (FDEP) Resilient Florida Program through the Statewide Flooding and Sea Level Rise Resilience Plan.

“Grant Stacking - the ability to leverage multiple grant programs for the same project or initiative, so the applicant can acquire more funding on their project”

Cummins Cederberg regularly coordinates meetings with the City of Sarasota Grants Liaison on additional grants that need the support and sign off from the City for unfunded aspects of The Bay Park project. A detailed project funding spreadsheet keeps the elements funded by the various grants organized to prevent ‘double-dipping’.

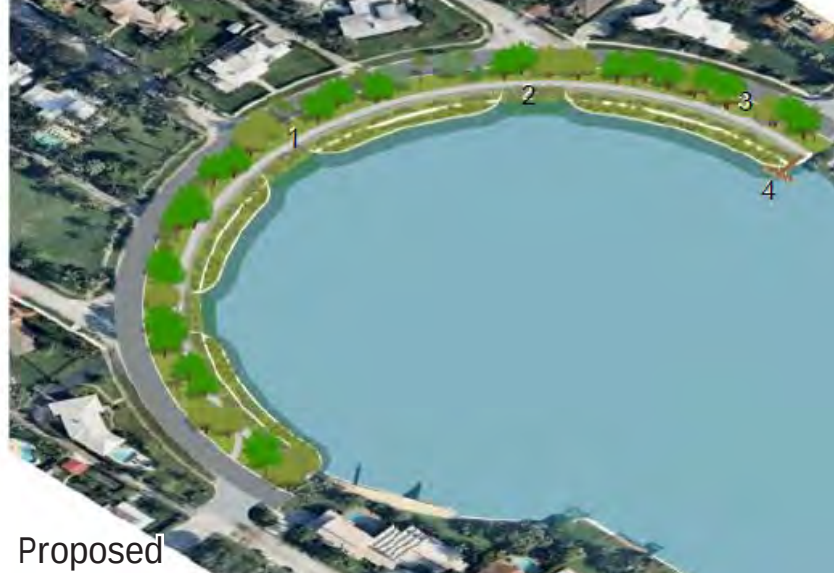
2. Grant Proposal Development and Application Processing

All grant applications begin with an understanding of:

- The array of multiple funding sources available
- The criteria affecting award of funds
- Development of viable project concepts with timelines and budgets



Existing



Proposed

Renderings used for one of the 22 sites for the City of Hollywood Tidal Flood Mitigation project. These renderings were used to help depict project outcomes for adaptation strategies used to leverage grant funding.

This area of grant assistance entails developing a project idea into a project proposal that meets all grant requirements in coordination with the City and project engineers. Cummins Cederberg will assist in refining project goals, objectives, rough order of magnitude costs, capacity within the City (who does what on a project from administration to implementation), potential leveraged funds available, and realistic timelines for planning, design, permitting, and construction.

We will stay in communication with funding agencies to better understand objectives and scoring criteria of a selected grant in relation to a proposed project. Various grants require differing degrees of detail in a grant application. Depending on the size of the award sought and the funding agency, federal grants typically require a higher degree of grant administration involvement. The large, federal infrastructure grants administered through FDEM or FDEO require detail-rich grant applications.

Grant proposal development includes narrating project descriptions, reviewing the planning documents already in place supporting a given project, articulating important socio-economic benefits, planning and design, cost estimating, completing cost-benefit analyses, and creating graphics and images to illustrate project intent. These can include master plans, site plans, sections and elevations, sketch details, and may include graphic designs and 3D renderings.

In some cases, meeting certain prerequisites and steps in a long-term planning process, such as comprehensive plans, vulnerability assessments, and Local Mitigation Strategies enhances the likelihood of funding awards.

Resiliency projects are better understood with renderings to depict the desired outcome. Our firm worked collaboratively with the City of Hollywood to depict their adaptation of 22 city-owned waterfront segments through renderings and used their \$14M General Obligation Bond as leverage to get the City a \$18M+ FDEP Resilient Florida grant. Project concepts developed for grant applications are incomplete without dovetailing the proposed project into timeline and budget considerations, for example:

- Grant application deadline and timeframe for award
- Availability of local matching funds, how much, when are they available – are they even needed by the grant program, and are they used first?
- Time of grant award and payment schedule – when does the money need to be spent?
- Project phasing – when is construction?
- Months or years of grant agreement and project completion deadline

Grant applications are completed and submitted with all required supporting documentation. Public noticing requirements associated with some grant programs may require obtaining a city resolution or posting a notice on a city website for comment. Our firm can assist in providing the content and recommendations for outreach, including presenting the project and the funding opportunity being sought to the public, decision makers, and elected leaders.

Funding entities may follow up a grant application submission with a request for the applicant to respond to a Request for Additional Information (RAI) and/or submit additional project details. Once awarded, grant agreements with detailed scope of work plans are

prepared and finalized. Cummins Cederberg coordinates the response to any RAIs and reviews the grant work plans offered by the funding agency with the grant applicant and the affected internal City stakeholder such as procurement, public works, public utilities, parks, communications, legal, capital improvement, emergency response, or asset management. Communication within the project team and with internal project stakeholders is essential for winning an award and, moreover, successful implementation of the award.

Our team has experience with projects funded and/or managed under a wide array of grant programs including:

- FEMA Disaster Response and Hazard Mitigation Grant
- Florida Commerce Rebuild Florida Program
- FDEP Resilient Florida Grant Program
- FDEP Nonpoint Source Pollution Program
- FDEP Beaches Funding Assistance Program
- FDEP Clean Vessel Act
- Florida Recreation Development Assistance Program (FRDAP)
- Florida Inland Navigation District (FIND) Waterways Assistance Program (WAP)
- West Coast Inland Navigation District (WCIND) Waterway Development Program(WDP)
- FDOT Beautification Grant
- EPA Small Community Grant
- FDOS Division of Historic Resources Special Category Grants
- US Fish and Wildlife Service Boating Infrastructure Grant Program
- FFWCC Sport Fisheries Restoration Program
- NOAA Coastal Partnership Initiative (CPI)
- National Fish and Wildlife Foundation (NFWF) National Coastal Resilience Fund (NCRF)

3. Grant Management and Reporting Requirements of Funded Grants

Whether planning or construction-related, implementing projects that have been awarded public grant funds have specific and detailed administrative requirements. Flood vulnerability assessments must be compliant with Resilient Florida legislation in s. 380.093, F.S. Federal projects such as FEMA and HUD-CDBG have fair labor and wage standards, procurement policies, and environmental criteria, for example, conformance with the National Environmental Policy Act (NEPA), that can surpass the anticipated environmental permits associated with the projects. Publicly funded projects

also have time constraints, such as when funding may be disbursed to deadlines for project completion, and public outreach expectations during design development. Our project managers are well versed in what to look for and how to manage these requirements.

Implementation of grant-funded projects often begins with selecting a project team, or selecting a contractor through an RFP through a procurement process. Cummins Cederberg knows RFP development requires an understanding of the City's needs and objectives coupled with the technical expertise of planning and engineering for the construction of infrastructure projects. Our professional team is experienced in writing content for and preparing bid packages, and can effectively narrate project context, goals and objectives, description, scope, services, tasks, phases, responsibilities, and expected deliverables.

Successful implementation of grant funded projects requires knowledge of expectations of the grant, especially as designs change based on public feedback, regulatory agency feedback during permitting, and the overall project budget beyond the grant award. We will review the grant application and details of the executed grant work plan to make sure the project design, budget, and timeline will remain fundable. As changes arise during design and permitting, we can alert the City of any needs to modify the grant work agreement, extend the grant, or confirm changes are allowed by the funding agency.

Our firm is routinely involved in public and stakeholder outreach for municipal and local government projects. Recently, Cummins Cederberg supported the City of Miami in their implementation of the public outreach aspects of the FDEO CDBG-MIT grant for the Jose Marti Park Adaptive Redesign project, and the stakeholder outreach (internal and external) for the FEMA Hazard Mitigation Grant Dinner Key Breakwaters and Resiliency Improvements project.

Cummins Cederberg has experience leading the outreach and supporting the project team by offering these public engagement services. Having a variety of outreach types garners the best feedback on grant-funded projects – in person (day and night), virtual meetings, online website, public meetings, targeted 1-on-1 stakeholder meetings, and inter-departmental meetings.

Administering publicly funded grant agreements can be complicated and time consuming. Cummins Cederberg is well versed in grant agreements monthly, quarterly, and final close out reporting, including financial reporting, and the array of required compliance submission documentation.

Cummins Cederberg provided extensive support to the City of West Palm Beach for administration of the FDEP CDBG-MIT grant for Currie Park Redevelopment Project. Grant assistance included preparation of monthly and quarterly grant reports, coordinating FDEP review and approval of policy documents, weekly coordination relative to contract requirements, monitoring grant deadlines, processing reimbursements, tracking expenditures of leveraged funds and deliverables, and grant reporting. The firm is also providing the grant-required Environmental Assessment (EA) pursuant to NEPA – separate and distinct from the federal permitting process with the USACE.

We recently assisted the Bal Harbour Village with implementing, administering and closing-out a FEMA grant for disaster recovery from the hurricane effects on the municipality's beach and dune system. The timeline

for implementing the project was extended; therefore, the project needed to be re-evaluated prior to construction to confirm the volume of sand placement and number of dune plants needed to comply with the grant. We performed the grant administration during the project, filing reports directly in the Florida PA online system, and coordinating with the Village as needed to respond to questions during the audit and successful close-out of the FEMA grant.



Jose Marti Park Adaptive Redesign public outreach event



Dinner Key Breakwaters Mitigation public outreach event



Citywide Shoreline Viability Index

City of Miami Beach, Florida

CUMMINS | CEDERBERG
Coastal & Marine Engineering



West 40th Street Rendering



Beach View Park Rendering



Mid Beach Park Rendering

Cummins Cederberg analyzed 118 City-owned shoreline segments to select locations for living shorelines to increase the stabilization and resiliency of waterfront City property and increase community engagement with the water. The analysis was conducted through an extensive review of current and historical aerial imagery and seawall inspection reports. Each site was assigned a score based on factors such as cost efficiency, constructability, wave exposure, and the age of the current structure, to obtain a list of the ten most viable sites to incorporate living shorelines.

An environmental resource survey and engineering site visit were conducted for each of the ten viable sites for living shorelines to refine the list. Cummins Cederberg worked with the City to select the three optimal locations for living shoreline development based on these assessments. The three selected sites are West 40th Street, Mid-Beach Park, and Beach View Park. With these locations finalized, the project is now in the design and permitting phase, led by Cummins Cederberg.

Cummins Cederberg also conducted research to evaluate grant funding opportunities for each of the three living shoreline projects. The City successfully obtained grants to support the construction of the living shoreline projects for the three sites.

Scope:

- Coastal engineering
- Living shoreline design
- Benthic surveys
- Permitting due diligence
- Seawall design
- Grant research
- Pier design
- Kayak launch
- Boardwalk design

Client Name & Reference:

- City of Miami Beach
Lindsey Precht
1700 Convention Center Dr.
Miami Beach, FL 33139
lindseyprecht@
miamibeachfl.gov
305-673-7084

Dates:

- 2021-2022

Total Fees:

- \$72,314

Citywide Strategic Seawall Capital Improvement Plan St. Petersburg, Florida

CUMMINS | CEDERBERG
Coastal & Marine Engineering



Cummins Cederberg is providing coastal and marine engineering services to assess and classify the condition of approximately 72,000 LF (13.6 miles) of municipal seawalls. This strategic seawall capital improvement plan includes considerations for rising sea level and increased severe storm events, understanding the City's vision for the seawalls by neighborhood and downtown waterfront district, development of a GIS database for the seawalls, development of a coastal design toolbox, prioritization of repairs and/or replacements based on available funding, maintenance of a project website, grant support, and making recommendations for changes to local seawall ordinances.

Our team of engineers began with comprehensive above- and below-water inspections for all the City's municipal seawalls, documenting the condition of each existing seawall in detail. Following these inspections, the team is compiling a comprehensive report of findings, highlighting critical areas needing immediate attention and those requiring long-term maintenance.

Based on the findings described in the comprehensive report, Cummins Cederberg is developing the strategic capital improvement plan that outlines priority projects with an actionable roadmap to support the City's implementation for improved resiliency against present coastal conditions and future flood risks. This plan will prioritize seawall repairs and replacements, align improvements with available funding sources, and incorporate sustainable and resilient design principles to ensure the seawalls can withstand future climate challenges.

Additionally, we are working to provide recommendations for updating local seawall ordinances to enhance regulatory frameworks and promote best practices in coastal engineering.

****Some project phases are complete, with other components still underway.***

Scope:

- Coastal engineering
- Grant support
- Above and below water inspections
- GIS database
- Seawall design
- Capital improvement plan
- Public outreach
- Local ordinance update

Client Name & Reference:

- City of St. Petersburg
Evan Birk, PE
One 4th Street North
St. Petersburg, FL 33701
evan.birk@stpete.org
727-551-3499

Dates:

- 2023-Ongoing*

Total Fees:

- \$1,456,621

Jose Marti Park Adaptive Redesign

City of Miami, Florida

CUMMINS | CEDERBERG
Coastal & Marine Engineering



The redesign of this 13-acre, multi-use recreational space on the Miami River explores ways in which the park can minimize tidal flood impacts to the surrounding neighborhood, adapt to sea level rise, and enhance waterfront access to residents. Given its physically and socially vulnerable location between the Miami River and Little Havana, a low lying, low-income Hispanic community, a participatory design process emphasizing community goals is critical for success.

The proposed work includes a floating boardwalk, providing access for direct water engagement and a 360-degree view with the Miami River on one side of the boardwalk and living shoreline planters on the landward side. The living shoreline and resilient seawall accommodate multiple goals of increasing shoreline stabilization and improving ecosystem services. The waterfront engineering design also includes a water taxi slip for potential water-based commuter services to create a more interconnected transportation option to Miami Beach and other possible locations around the Biscayne Bay.

The Jose Marti Park Adaptive Redesign will serve as a model for resilient waterfront parks that can adapt to current and future flood risks associated with climate change through the lenses of economy, ecology, and equity. Cummins Cederberg is responsible for the inundation modeling, waterfront engineering design, environmental permitting, and grant management.

****Some project phases are complete, with other components still underway.***

Scope:

- *Bathymetric survey*
- *Engineering inspection*
- *Waterfront design*
- *Marine resource survey*
- *Tidal flooding mitigation*
- *Environmental permitting*
- *Grant funding opportunities*

Client Name & Reference:

- *City of Miami*
Keith Ng, CFM
444 SW 2nd Ave.
Miami, FL 33130
keithng@miamigov.com
305-416-1298

Dates:

- *2019-Ongoing**

Total Fees:

- *\$595,269*

South Maritana Living Shoreline

St. Pete Beach, Florida

CUMMINS | CEDERBERG
Coastal & Marine Engineering



Existing conditions



Existing conditions

Cummins Cederberg is providing coastal engineering, grant-funded planning, and environmental permitting services to enhance and protect approximately 280 linear feet (LF) of shoreline in front of three waterfront properties in the Maritana neighborhood of St. Pete Beach.

The engineering team conducted above- and below-water inspections of approximately 280 LF of seawall. The inspection included a visual assessment of the structural components (e.g., cap, panels, piles) to identify signs of deterioration (e.g., cracking, spalling, displacement, undermining) in relation to the potential reuse in the nature-based living seawall design.

Based on the findings, Cummins Cederberg's engineers will develop two design alternatives incorporating either a living shoreline or a hybrid nature-based solution. These designs will consider future water levels, including high tides and sea-level rise, and will be presented in plan views overlaid on available aerial imagery. Cummins Cederberg will develop construction drawings based on the selected alternative.

Simultaneously, the environmental team at Cummins Cederberg is ensuring the project complies with all necessary permitting regulations. Given the project's location within the Tampa Bay Aquatic Preserve, the environmental team is collaborating with the City of St. Pete Beach and regulatory agencies such as the Pinellas County Water and Navigation Section, the Florida Department of Environmental Protection (FDEP), and the U.S. Army Corps of Engineers (USACE) to meet all environmental requirements are met.

***Some project phases are complete, with other components still underway.**

Scope:

- Coastal engineering
- Environmental permitting
- Marine engineering
- Living shoreline design
- Above and below inspection

Client Name & Reference:

- EcoSphere Restoration Institute
Thomas Ries
13801 Walsingham Road,
Unit A-416
Largo, FL 33774
tries@ecosphererestoration.org
813-376-9076

Dates:

- 2024-Ongoing*

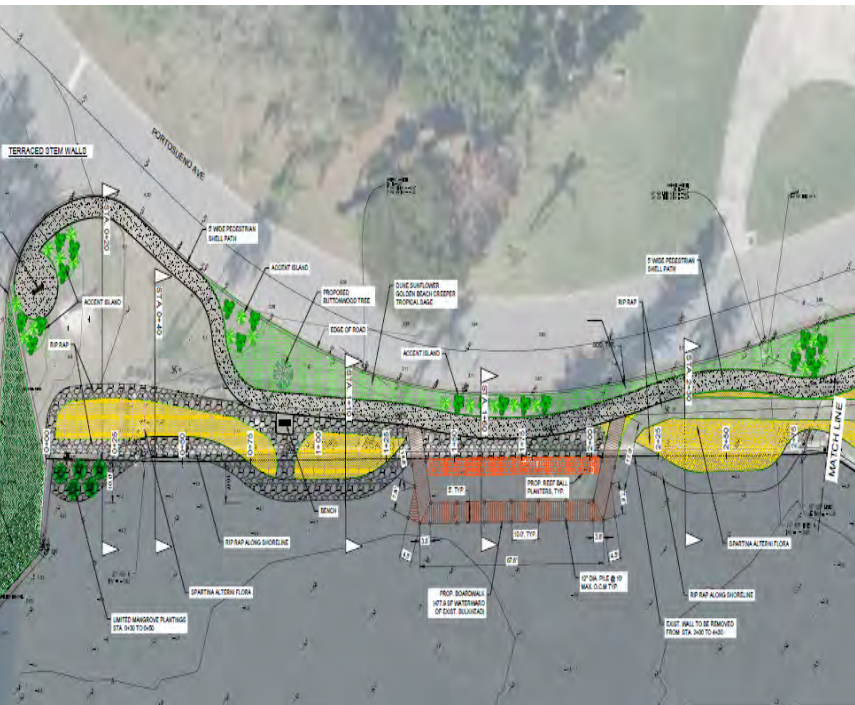
Total Fees:

- \$50,000

Portosueno Park Living Shoreline and Waterfront Improvements

Bradenton, Florida

CUMMINS | CEDERBERG
Coastal & Marine Engineering



Cummins Cederberg has been contracted by Manatee County to provide marine engineering and environmental consulting services for waterfront improvements. The County received funding through the RESTORE Act to restore the park shoreline along the northern marina basin. The project includes removal of an existing deteriorating bulkhead to install a living shoreline along ~600 LF. The living shoreline has been designed to provide environmental habitat, enhance recreational access to the waterfront and accommodate rising sea levels. The design will also include a manatee viewing platform, a pedestrian walking path, improved ADA parking areas, a pedestrian boardwalk and overwalk fishing platforms.

Our marine biologists conducted a qualitative marine resource survey to identify potential seagrasses, oysters, and other marine resources of significance along the shoreline. An environmental survey report was prepared summarizing the findings of the survey.

Based on the field investigations, our engineers developed 3 conceptual living shoreline designs that included a combination of rip rap, oyster balls, segmented rock sills, mangrove planters, vegetated planters, and living wall panels design to stabilize the shoreline and accommodate upland stormwater drainage. Cummins Cederberg will develop the final design, construction documents and an opinion of probable construction costs for the selected design option.

The design team supported County staff and facilitated an onsite public stakeholder engagement meeting to review all 3 conceptual design options. Upon completion of the design, Cummins Cederberg will perform bidding and construction administration support services.

***Some project phases are complete, with other components still underway.**

Scope:

- *Living shoreline design*
- *Marine engineering*
- *Bathymetric survey*
- *Marine resource survey*
- *Public outreach*
- *Environmental permitting*
- *Seawall inspection and removal*
- *Bidding and construction administration*

Client Name & Reference:

- *Manatee County Ecological and Marine Resources Division Sherri Swanson*
5502 33rd Ave Drive W,
Bradenton, FL 34209
sherri.swanson@
mymanatee.org
941-792-8811

Dates:

- 2023-Ongoing*

Total Fees:

- \$219,096

Tidal Flood Mitigation and Shoreline Protection

City of Hollywood, Florida

CUMMINS | CEDERBERG
Coastal & Marine Engineering



Cummins Cederberg is assisting the City with their Tidal Flooding Mitigation and Shoreline Protection project. The scope includes evaluation of 22 City owned shoreline segments along 10,000+ ft. of shoreline within North Lake, South Lake, and the ICW. Conceptual designs have been prepared for each shoreline segment to provide site specific solutions to address tidal flooding. Concepts include living shorelines, rock revetments, and bulkheads and are consistent with the new City and County tidal flood barrier ordinances.

Our team of marine biologists completed a benthic resource survey of the submerged lands adjacent to the 22 project areas. The survey was conducted using SCUBA during the seagrass growing season and identified important protected resources. Resources observed included shoal grass, paddle grass, and Johnson's seagrass. This survey informed project design to ensure impacts to these important resources are avoided and minimized to the maximum extent practicable and will support environmental permit applications. Biologists also assessed the vegetation to identify protected and invasive species along the 22 project areas. Native vegetation will be protected, and exotic vegetation will be eradicated as part of project implementation.

Engineering inspections were conducted above and below water to assess the current condition of the 22 shoreline segments. These inspections informed design of tidal flood barriers that meet the City and County Codes and will be sufficient to protect the shorelines against sea level rise that is reasonably anticipated to occur during the design life of these structures. Tide gauges were deployed in North Lake, South Lake, and the Hollywood Marina to determine tidal prisms, lag time, and water level elevation differences between each lake and the ICW. This information was utilized for design of tidal flood barriers for the project sites. This project will enable the City to mitigate the severe flooding that occurs

Scope:

- Marine resource survey
- Coastal wetland surveys
- Above and below water
- Structural engineering assessments
- Coastal engineering assessments
- Environmental permitting
- Grant application and administration
- Engineering design
- Construction administration
- Ordinance development

Client Name & Reference:

- City of Hollywood
Jose Cortes, LEED AP
309 N. 21st Ave,
Hollywood, FL 33020
jcortes@hollywoodfl.org
954-240-7996

Dates:

- 2020-Ongoing*

Total Fees:

- \$2,605,807

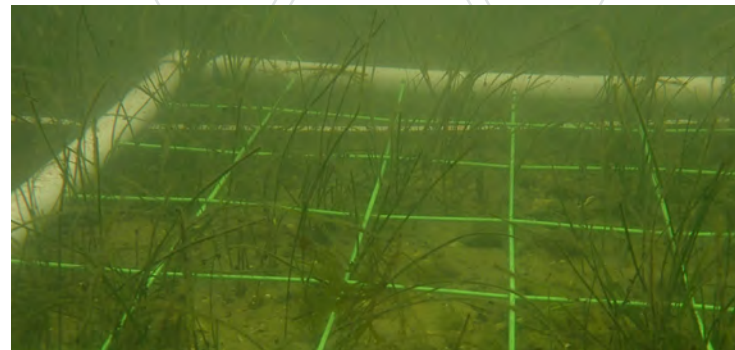
during king tides and sea level rise in the neighborhoods surrounding North and South Lakes.

Cummins Cederberg secured a \$13.9M Resilient Florida Grant to supplement the City's GO Bond funding for project implementation. The conceptual designs were presented during a public meeting to solicit input and the designs have been reviewed with relevant departments within the City. Upon selection of project elements for each site, Cummins Cederberg will prepare permit drawings and applications to secure environmental regulatory permits for the proposed projects.

****Some project phases are complete, with other components still underway.***

The Bay Park Sarasota, Florida

CUMMINS | CEDERBERG
Coastal & Marine Engineering



The Bay Park in Sarasota is a 53-acre waterfront park that is being revitalized to enhance the natural shoreline, while expanding public access to Sarasota's Bayfront. The project is designed to showcase the natural environment and resources of Sarasota, while fostering public enjoyment through recreation. The park improvements include extensive stormwater improvements, an ADA accessible kayak dock, a fishing pier, and a mangrove walk around the bayou. To assess potential impacts to marine resources and to assist in the planning and design of the project, Cummins Cederberg conducted marine resource surveys, prepared an environmental impact analysis, and developed benthic monitoring and coral relocation plans.

Our team of marine biologists have been conducting summer surveys within Phase 1 since 2020, collecting qualitative and quantitative data to characterize the benthic community. They documented seagrass, coral, algae, and other benthic resources within the project footprint. This information was used to site the proposed fishing pier to avoid and minimize impacts to ecologically important benthic resources. It will also serve as baseline conditions for future marine resource surveys during and after construction, to determine how the project has affected the marine environment. In addition, Cummins Cederberg secured permits for various Phase I project elements, including the ADA accessible kayak dock; pedestrian bridge replacement; drainage, mangrove trimming, and maintenance dredging within the mangrove bayou; and the Sunset Fishing Pier.

Cummins Cederberg is also conducting benthic mapping to support Phase 2 and 3 project improvements at The Bay Park. Phases 2 and 3 of the project will provide over \$65M in improvements to the 53-acre park including transient day docks and new seawalls within the Canal District, extensive water quality improvements through stormwater retrofits, living resilient shorelines, and restoration of Hog

Scope:

- *Environmental permitting*
- *Grant application*
- *Grant administration*
- *Marine resource monitoring*
- *Public outreach support*
- *Permit compliance*

Client Name & Reference:

- *The Bay Park Conservancy*
AG Lafley
1055 Blvd of the Arts
Sarasota, FL 34236
AG.lafley@
bayparkconservancy.org
941-203-5316

Dates:

- *2020-Ongoing**

Total Fees:

- *\$1,629,460*

Creek. Permitting will commence shortly for the resilient shoreline and hog creek restoration.

Our grants team has secured grant funding and plays an integral role in grant administration of the public funds acquired for this project, which currently totals more than \$19M from local, state, and federal agencies. The grant administration scope includes weekly coordination calls with the Bay Park Conservancy, as well as regular coordination with the City of Sarasota Grant Coordinator and other City staff. The City plays an important role in the implementation of the project; as the property owner, they act as the grant “pass through” for some of the public funding sources. Cummins Cederberg researches potential grant funding opportunities, prepares grant applications, and processes the applications through award and grant agreement execution. They also leads grant administration for the awarded grants, which includes managing the grant budgets, tracking deliverables, coordinating cash flow, and preparing reports and compliance documents.

Grants secured to date include:

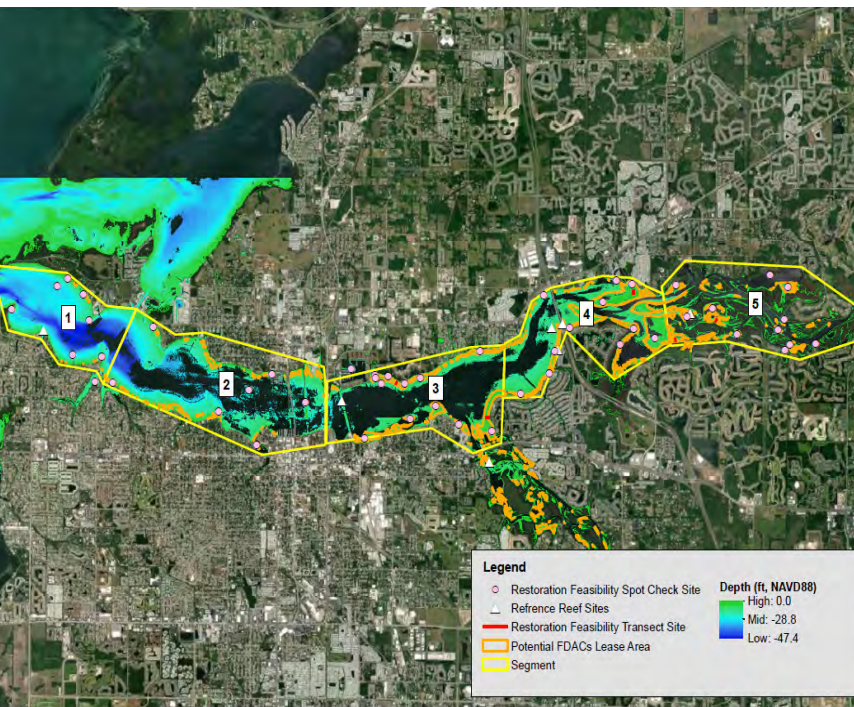


****Some project phases are complete, with other components still underway.***

Manatee County Oyster Restoration Master Plan

Bradenton, Florida

CUMMINS | CEDERBERG
Coastal & Marine Engineering



Cummins Cederberg is providing marine engineering and environmental consulting services specific to development of an Oyster Restoration Master Plan for the Manatee River, in collaboration with the Manatee County Ecological and Marine Resources Division within the Natural Resources Department of Manatee County. This plan will guide large-scale oyster habitat restoration and prioritize project areas to help restore oyster habitats in the Manatee River.

The team conducted a desktop review to gather and synthesize available existing data relative to oyster restoration efforts within the County and greater Tampa Bay region. This included historical records of oyster presence, water quality data (e.g., salinity, DO, pH), existing biological data (e.g., seagrass, listed species, wildlife occurrence), physiographic data (e.g., LiDAR, bathymetry, tidal records, sea level rise projections), and local knowledge on human uses and potential conflicts. Marine scientists visited natural oyster reef sites to analyze and identify success criteria at those locations to help inform restoration planning.

Our team will evaluate permitting and restoration strategies to develop a guide aimed to inform future oyster restoration efforts. This guide will include federal and state regulatory permitting challenges (e.g., submerged lands ownership issues, marine resource setback requirements, impact limitations), suggested regulatory approaches, siting metrics for selecting and prioritizing restoration sites, considerations for future climate changes (e.g., rising water levels, changing temperatures and salinity gradients, acidification), and a sampling of restoration techniques, materials, and methods. Funding and partnership opportunities will also be identified. All information will be compiled into a Manatee County Oyster Restoration Master Plan, which will serve as a living document for future oyster restoration efforts within the County.

****Some project phases are complete, with other components still underway.***

Scope:

- *Field data collection*
- *Coastal engineering analysis*
- *Marine resource survey*
- *Restoration strategies & suitability*
- *GIS database development*
- *Siting analysis and prioritization*
- *Master planning*
- *Permitting feasibility*
- *Restoration strategies*

Client Name & Reference:

- *Manatee County Ecological and Marine Resources Division Sherri Swanson
5502 33rd Ave Drive W,
Bradenton, FL 34209
sherri.swanson@mymanatee.org
941-792-8811*

Dates:

- *2023-Ongoing**

Total Fees:

- *\$105,566*



INSURANCE REQUIREMENTS



CUMMCED-01

SROBERTSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2024

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

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

PRODUCER Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	CONTACT NAME: Shelia Robertson PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): E-MAIL ADDRESS: SRobertson@acrisure.com														
INSURED Cummins Cederberg, Inc. 201 Alhambra Circle, Suite 601 Coral Gables, FL 33134	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER B : Travelers Casualty Company of Connecticut</td> <td>36170</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER D : Benchmark Insurance Company</td> <td>41394</td> </tr> <tr> <td>INSURER E : Pacific Insurance Company, Limited</td> <td>10046</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Charter Oak Fire Insurance Company	25615	INSURER B : Travelers Casualty Company of Connecticut	36170	INSURER C : Travelers Property Casualty Company of America	25674	INSURER D : Benchmark Insurance Company	41394	INSURER E : Pacific Insurance Company, Limited	10046	INSURER F :	
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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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	660-A0909919COF24	9/26/2024	9/26/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	BA-A09172132447G	9/26/2024	9/26/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP - Basic \$ 10,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	X	X	CUPA09227692447	9/26/2024	9/26/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		X	99WC00003062-00	9/26/2024	9/26/2025	☒ 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	Prof/Poll Incident			21OH0464456-24	9/26/2024	9/26/2025	Each Claim \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RFQ2022-3395 - Coastal Engineering
 Martin County, its commissioners, officers, and employees are included as additional insured under the terms and conditions of the attached forms on the General Liability and Automobile Liability policies, on a primary and non-contributory basis, when additional insured status is required by written contract. Blanket Waiver of Subrogation is included as part of the General Liability, Automobile Liability and Workers' Compensation policies and applies when required by written contract, provided the contract is executed prior to any loss. Professional Liability Deductible \$25,000 each Claim. Cancellation: Thirty (30) days' notice except for Ten (10) days' notice for non-payment of premium for the Business Auto, Workers Compensation and Professional Liability policies.

CERTIFICATE HOLDER

CANCELLATION

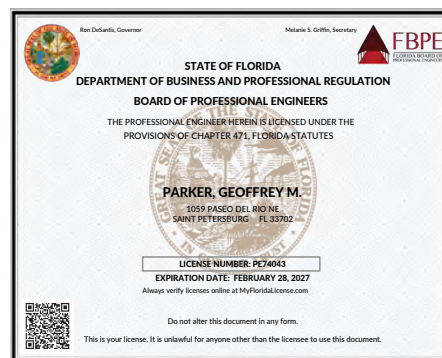
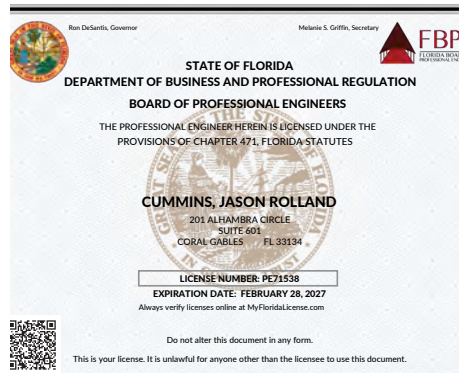
~Evidence of Insurance c/o Cummins Cederberg, Inc. 201 Alhambra Circle, Suite 601 Coral Gables, FL 33134	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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LICENSEE DETAILS

12:07:20 PM 2/17/2025

Licensee Information

Name:	CUMMINS CEDERBERG, INC. (Primary Name)
Main Address:	201 ALHAMBRA CIRCLE SUITE 601 CORAL GABLES Florida 33134
County:	DADE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	29062
Status:	Current
Licensure Date:	04/02/2010
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

--

[View Related License Information](#)
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State of Florida

Department of State

I certify from the records of this office that CUMMINS CEDERBERG, INC. is a corporation organized under the laws of the State of Florida, filed on March 16, 2010, effective March 17, 2010.

The document number of this corporation is P10000023540.

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 22, 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 Twenty-second day of January,
2025*




Secretary of State

Tracking Number: 7729643211CC

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Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS5303**

Expiration Date February 28, 2027

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

RUSSELL PERRY HYATT
319 41ST ST NE
BRADENTON, FL 34208-8436

WILTON SIMPSON



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB7203**

Expiration Date February 28, 2027

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

HYATT SURVEY SERVICES INC
2012 LENA RD
BRADENTON, FL 34211-9509

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

PINELLAS COUNTY SMALL BUSINESS ENTERPRISE PROGRAM

THIS CERTIFICATE IS AWARDED TO

Hyatt Survey Services, Inc.

HAS SUCCESSFULLY COMPLETED THE
SBE Certification Requirements for:

Hyatt Survey Services, Inc.

Certification Expires:

12/11/2027

Approved:

12/11/2024

SIGNED, Corey McCusker





Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LS5925**
Expiration Date February 28, 2027

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

DAVID JOSEPH O'BRIEN JR.
10220 E US HIGHWAY 92
TAMPA, FL 33610-5966

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LB7340**
Expiration Date February 28, 2027

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

SURVTECH SOLUTIONS, INC.
10220 E US HIGHWAY 92
TAMPA, FL 33610-5966

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

State of Florida Department of State

I certify from the records of this office that SURVTECH SOLUTIONS, INC. is a corporation organized under the laws of the State of Florida, filed on April 21, 2004.

The document number of this corporation is P04000065586.

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 6, 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 Sixth day of January, 2025*


Secretary of State

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Licensee Details

Licensee Information

Name: TIERRA, INC. (Primary Name)
Main Address: 7351 TEMPLE TERRACE HWY
TAMPA Florida 33637
HILLSBOROUGH
County:
License Mailing:
LicenseLocation:

License Information

License Type: Registry
Rank: Registry
License Number: 6486
Status: Current
Licensure Date: 02/17/1993

State of Florida Department of State

I certify from the records of this office that TIERRA, INC. is a corporation organized under the laws of the State of Florida, filed on November 20, 1992.

The document number of this corporation is P92000006561.

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 9, 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 Twenty-first day of January,
2025



Secretary of State

Tracking Number: 683963493CU

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LICENSEE DETAILS

This is a business tracking record only.
Click here for information on how to verify that this business is properly licensed.

3:26:23 PM 3/11/2025

Licensee Information

Name:	CHEN MOORE AND ASSOCIATES, INC (Primary Name)
Main Address:	500 W CYPRESS CREEK RD STE 630 FORT LAUDERDALE Florida 33309
County:	BROWARD

License Information

License Type:	Landscape Architecture Business Information
Rank:	Business Info
License Number:	
Status:	Current
Licensure Date:	03/09/2011
Expires:	

Special Qualifications

Qualification Effective	03/09/2011
-------------------------	------------

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2601 Blair Stone Road, Tallahassee FL 32399 : Email: Customer Contact Center : Customer Contact Center: 900 487 1395

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LICENSEE DETAILS

11:42:52 AM 2/25/2025

Licensee Information

Name:	CHEN MOORE AND ASSOCIATES, INC. (Primary Name)
Main Address:	500 W. CYPRESS CREEK ROAD #600 FORT LAUDERDALE Florida 33309
County:	BROWARD

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	4593
Status:	Current
Licensure Date:	01/09/1987
Expires:	

Special Qualifications

Qualification Effective	
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Alternate Names

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2601 Blair Stone Road, Tallahassee FL 32399 : Email: Customer Contact Center : Customer Contact Center: 900 487 1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 900-487-1395. *Pursuant to Section 455.27(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The email provided may be used for official communication with the licensee. However, email addresses are public records. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

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V. NON-COLLUSION AFFADAVIT

STATE OF Florida
COUNTY OF Miami-Dade

I state that I, Jannek Cederberg, PE/President of Cummins Cederberg, 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. Cummins Cederberg, Inc., 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, 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: Cummins Cederberg, Inc.
Signed By: [Signature]
Print Name: Jannek Cederberg, PE

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of April, 2025, by Jannek Cederberg, who is personally known to me or has produced as identification.

(SEAL)



[Signature]
Notary Public – State of Florida
Monica R. Nuevo
(Print, Type, Stamp, or Commissioned Name of Notary Public)

SWORN STATEMENT – PUBLIC ENTITY CRIMES

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

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

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

by the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in Section 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, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Section 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 Section 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 entity 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).

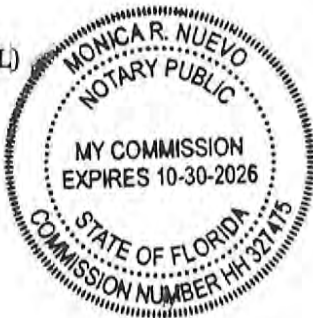
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLA. STAT., 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 15 day of April, 2025, by Janet Cederberg, who is personally known to me or has produced _____ as identification.

(SEAL)



Monica R. Nuevo
Notary Public – State of Florida

Monica R. Nuevo
(Print, Type, Stamp, or Commissioned
Name of Notary Public)

EXHIBIT “B”

<i>Task Order Form-Continuing Contract for Professional Design Services</i>			
<i>Date of Task Order Request</i>			
<i>Firm Selected for Task</i>			
<i>Task (Project) Name</i>			
<i>Task Description (and other relevant details)</i>			
<i>Task Budget</i>			
<i>Task Proposal Due Date</i>			
<i>Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please the Public Services Dept. @ 727-363-9243.</i>			
<i>Acknowledgement of Task Order:</i>			
<i>Frances Robustelli</i>	<i>Date</i>	<i>Signature</i>	<i>Date</i>
<i>City Manager</i>			
<i>City of St. Pete Beach</i>		<i>Name</i>	
		<i>Title</i>	
<i>Camden Mills</i>	<i>Date</i>	<i>Firm</i>	
<i>Public Services Director</i>			
<i>City of St. Pete Beach</i>			

EXHIBIT “C”

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:

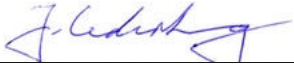
- A. None.

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: Jannek Cederberg

Title: President

Company: Cummins Cederberg, Inc.

ATTEST:

City of St. Pete Beach

City Clerk

Frances Robustelli, City Manager

EXHIBIT D

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. Pete 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: Jannek Cederberg

Title: President

[END OF EXHIBIT]

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

Agenda Report

Agenda Title Name: Authorize the City Manager to execute a Services Agreement with Harris-McBurney Company for the 36th Avenue Roadway and Stormwater capital improvement project in the amount of \$329,145.36

Action Request: Motion to authorize the City Manager to execute the Services Agreement with Harris-McBurney Company for the 36th Avenue Roadway and Stormwater capital improvement project in the amount of \$329,145.36.

Strategic Objective: Reliable Infrastructure

Date: September 22, 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 qualified, licensed civil contractors with the expertise and capabilities to perform roadway and storm drainage construction at 36th Avenue and East Maritana Drive. One responsive sealed bid was received on July 30, 2025. Harris-McBurney Company was determined to be the lowest responsive and responsible bidder meeting all City qualification requirements.

The 36th Avenue project was ranked priority #4 in the FY 2025 capital improvement plan.

The contract provides all labor, materials, equipment, and skills necessary to complete the roadway and storm drainage construction portion of the project. An accompanying agenda report is included for the seawall portion of the project.

Funding: GL 250-5650 Resiliency Capital Improvements (\$278,709.50)
GL 103-5655 Stormwater Improvements (\$50,435.86)
The bid received is within budgeted funds and includes 10% contingency.

Attachments:

1. Services Agreement - Roadway & Stormwater

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

36th Avenue Roadway and Stormwater

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and **Harris-McBurney Company**, (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 **\$329,145.36**.
 - 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 6 months of the agreement.
10. Term. This Agreement will remain in effect for a period of (6) six 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:

Harris-McBurney Company
2120 North US HWY 301
Tampa, FL 33619

As to City:

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

With Copy To:

ggilbert@hmcb.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.

Harris-McBurney Company

City of St. Pete Beach:

Signature: _____

Signature: _____

By: Gerry L. Gilbert

By: Frances Robustelli

Its: President

Its: City Manager

Date: 07/31/2025

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brookes
City Attorney

Renee Rose
City Clerk

EXHIBIT “A”

CITY OF ST. PETE BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this 31st day of July, 2025, by and between the CITY OF ST. PETE BEACH, a Florida municipality, hereinafter referred to as the “City”, and Harris-McBurney Company, 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.



7/31/2025

Gerry L Gilbert, President
Harris-McBurney Company

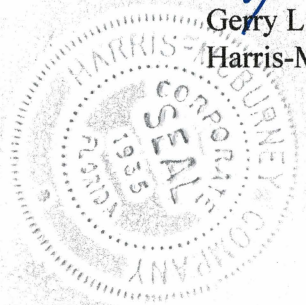


EXHIBIT “B”

(Place Request for Bid behind this page)



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

**36th Avenue
Roadway and
Stormwater
Repairs**

**Bids due on or before
7/30/2025 at 9:00 AM
EST(Deadline) City Hall, St. Pete
Beach, FL**

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Event	Date	Time
Publication of Bid	06/25/2025	8:00 AM
Pre-Bid Meeting (MANDATORY)	07/02/2025	11:00 AM
Deadline for Question Submission	07/23/2025	10:00 AM
Bid Receiving Deadline	07/30//2025	9:00 AM
Bid Opening	07/30/2025	10:30 AM

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in 36th Avenue Roadway and Stormwater Repair.

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 **"36th Avenue Roadway and Stormwater Repair."** 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 **"36th Avenue Roadway and Stormwater Repair."**

COMPANY: _____
ADDRESS: _____

DATE: _____

BIDDER: _____
(SIGNATURE)

PHONE: _____

STATE OF FLORIDA
COUNTY OF _____

NAME: _____
(PRINT NAME & TITLE)

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. Equipment List

36th Avenue Seawall Repair BID FORM

The estimated quantities shown in the Bid Form are approximate and provided for informational purposes to aid in preparing Bid Proposals and to show the approximate scope of the work to be performed. The contractor shall perform their own quantity take-off and shall submit a bid showing the items of ALL work, unit prices, and lump sum price for all work. Any variations from the estimated quantities shall not entitle the bidder to an adjustment in the unit price or any additional compensation.

[illegible]

	Contingency (10%)	1		LS		
Grand Total						

IV. GENERAL CONTRACT TERMS

REQUEST FOR BID

The City of St. Pete Beach is submitting this RFB for the purpose of soliciting bids from qualified, licensed Civil contractors with the expertise and capabilities to repair the intersection of **36th Avenue and Maritana**. Contractor to provide all labor, materials, equipment, and skills necessary to complete the 36th Avenue and Maritana roadway and storm drainage construction.

LOCATIONS

The City of St. Pete Beach is soliciting bids from qualified Contractors for the **36th Avenue Roadway and Storm Drainage construction**.

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 electronic bid via Bonfire or DemandStar. If a link is needed to either, 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 on **07/02/2025 at 11:00 AM EST** at the 36th Avenue Roadway and Stormwater Repair. The pre-Bid meeting will be at 36th Street and Maritana in St Pete Beach, FL.

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 07/23/2025**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFB**. All such Addenda shall become a part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed **RFB** made or given prior to the award of the contract. The City will not respond to questions received after the specified deadline. The City reserves the right to respond to any and all questions but is not required to do so.

BID PACKAGES

Sealed bids will be accepted by the City until **07/30/2025 at 9:00 AM EST** (Deadline). No bids shall be accepted by the City after this deadline – NO EXCEPTIONS. Bid Packages must be electronically submitted via Bonfire or DemandStar. If a link is needed for either site, please contact the Procurement Manager @ jtaylor@stpetebeach.org. All Bidders are invited to attend this bid opening.

Clearly marked as: “**36th Avenue Civil Repair**”

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

Contractor to provide all labor, materials, equipment, and skills necessary to complete the 36th Avenue eastern terminus Roadway and Stormwater repair in accordance with the design plans and specifications. Scope of work includes roadway and storm drainage construction.

DETAILED SPECIFICATIONS

Contractor to provide all labor, materials, equipment, and skills necessary to complete the 36th Avenue roadway and stormwater repair in accordance with the design plans and specifications. Scope of work includes roadway and storm drainage.

Standard work hours shall be from 7:30 AM until 6:00 PM, Monday through Saturday. No work shall take place on Sundays or on official City holidays without prior approval by the City Manager or designee at least 1 week prior to the scheduled work. A list of current official City holidays can be found on the City's Human Resources website at <http://www.stpetebeach.org/hr/holidays.html>. Contractor will coordinate scheduling of work with the City's Project Manager and City's Inspector. |

ADDITIONAL WORK DETAILS

Contractors or people 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 (6) months from contract execution. |

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

60% of Bid Total |

LIQUIDATED DAMAGES

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

PAYMENT

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

CHANGES IN THE WORK

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

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

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

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

Any such notice shall include sufficient detail to explain the basis of entitlement to a claim for an adjustment to the Contract Amount of Contract Time. When requested by the City Manager or designee, the Contractor shall furnish any additional information and details as may be required to determine the facts or allegations involved, which shall be provided within fifteen (15) business days of the request unless a longer time period

is allowed by the City Manager or designee.

The Contractor shall prepare bids detailing proposed adjustments to Contract Amount and/or Contract Time and submit them to the City Manager or designee within fifteen (15) business days of the City's issuance of a proposed Change Order or the Contractor's submitting a written notice of a change or claim for an adjustment to the Contract Amount or Contract Time. 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 Contact Documents to be performed by them, the City may serve written notice on the Contractor and the Surety on its' performance bond, stating the City's intention to exercise one of the remedies hereinafter set forth and the grounds upon which the City bases its right to exercise such remedy. In any event, unless the matter complained of is satisfactorily cleared within ten (10) business days after the service of such notice, the City may, without prejudice to any other right or remedy exercise one of such remedies at once; having first obtained a certificate from the City Manager or designee that such sufficient cause exists to justify such action.

The City may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and their Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance of the Contract within ten (10) ten days after service of the notice of termination, the City may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of their service, the Contractor shall not be entitled to any further payment under their Contract until the work is completed and accepted. If the City takes over the work and the unpaid Contract balance exceeds the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Contractor, the excess unpaid Contract balance shall be paid to the Contractor. If the City takes over the work and the unpaid Contract balance does not exceed the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Contractor, the Contractor and his Surety shall pay the difference to the City. The City Manager or designee shall certify such cost, expenses, and damages.

The City may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such event, the City shall be entitled to collect from the Contractor and his Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred by it through the default of the Contractor, provided the City Manager or designee approves the amount thus charged to the Contractor.

The City may require the Surety on the Contractor's bond to take control of the work at once and see to it that all deficiencies of the Contractor are made good with due diligence. As between the City and the Surety, the entire cost of making good such deficiencies shall be borne by the Surety. If the Surety takes over the work, either upon termination of the services of the Contractor or upon instructions from the City to do so, the provisions of the Contract Documents shall govern in respect to the work done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to the payment for the work and provisions of this section as to the right of the City to do the work itself or to take control of the work.

RIGHT OF OCCUPANCY

The City shall have the right, if necessary, to take possession of and to use any completed or partially completed portions of the work, if such use be approved by the City Manager or designee even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such possession and use if it materially interferes with the Contractor's operations. The City shall also have the right to enter the premises with the Contractor for the purpose of doing work not covered by its Contract.

ACCEPTANCE

Final inspection and acceptance of the work shall be made for the City by the City Manager or designee. Such inspection shall be made as soon as practical after the Contractor has notified the City in writing that the work is ready for such inspection.

WAIVER

It is expressly understood and agreed that any waiver granted by the City Manager or designee of any term, provision, or covenants of the Contract shall not constitute a precedent or breach of the same or any other terms, provisions, or covenants of the Contract. Neither the acceptance of the work by the City nor the

payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the City of any claim which the City may have against the Contractor or Surety under this Contract or otherwise.

INSPECTION

The City Manager or designee and his representative shall, at all times, have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship, are in accordance with the requirements and intentions of the Plans. All work done and all materials furnished shall be subject to their inspection and approval by the City Manager or his designee. If any work should be covered up without approval or consent of City Manager or designee, it must, if required by the City Manager or designee, be uncovered for examination at the Contractor's expense.

The City Manager or designee may order re-examination of questioned work and if so ordered, the Contractor must uncover the work. If such work were found in accordance with the Contract Documents, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless they show that the defect in the work was caused by another Contractor, and in that event, the City shall pay such cost.

The inspection of the work shall not relieve the Contractor of any of their obligations to fulfill their Contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on estimates for payment. All work shall be tested to the satisfaction of the City Manager or designee before acceptance.

BID REVIEW AND CONTRACT AWARD

Failure to submit all documents requested at the time of bid may deem the Contractor's bid ineligible for award. The City of St. Pete Beach reserves the right to reject any or all bids or parts of bids or accept any bid or part thereof deemed to be in the best interests to the City of St. Pete Beach. The City shall be the sole final judge of qualifications of the bidder to perform service and reserves the exclusive right to accept or reject any bids as it deems to be in the best interests of the City. The City may waive any informality.

LOCAL, STATE AND FEDERAL 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

IX. SAMPLE AGREEMENT

(Sample Agreement behind this page.)

EXHIBIT “B”

(Place Request for Bid behind this page)

Exhibit “C”

(Place Vendor’s Bid Behind this Page)

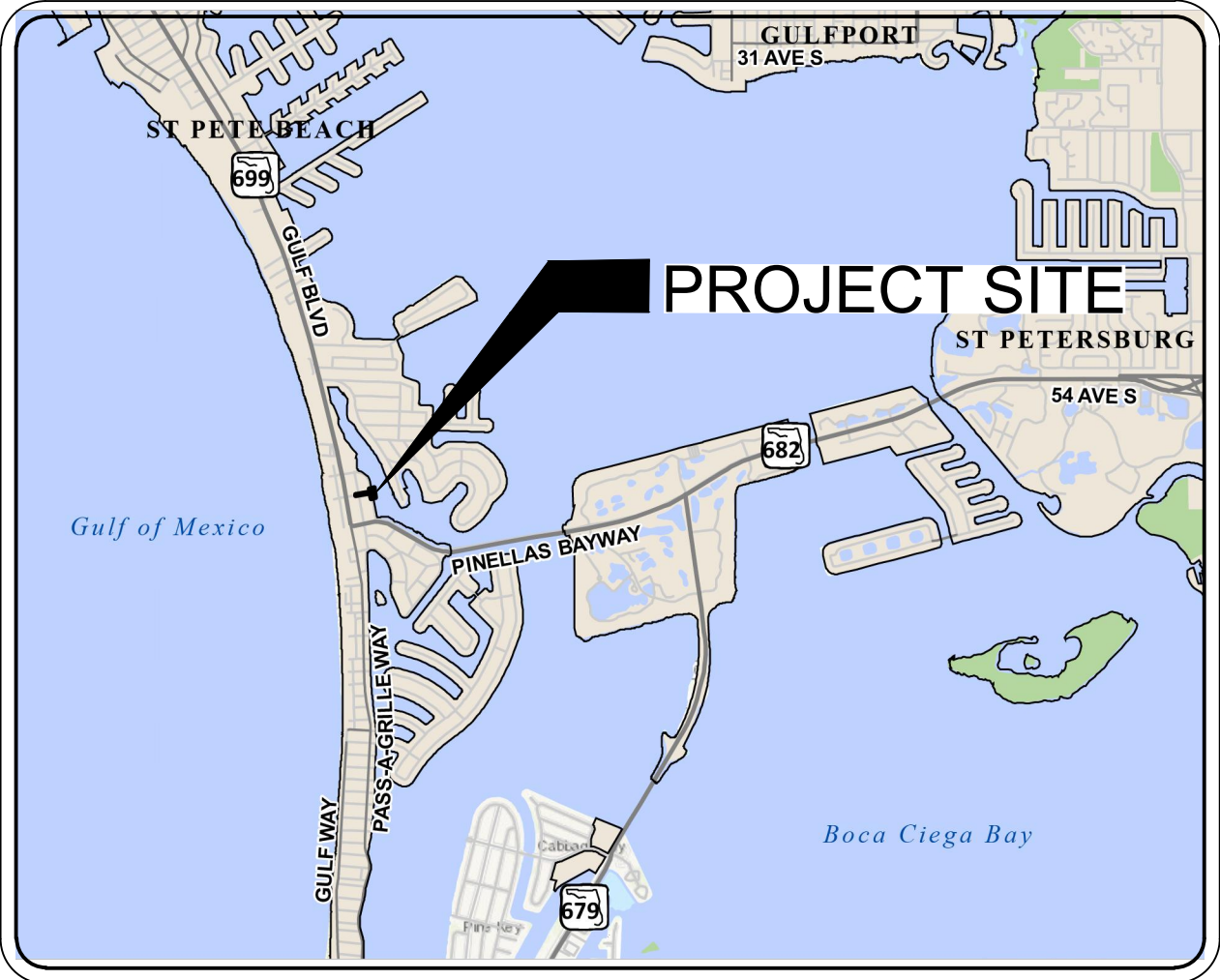
FILE NAME: A:42000s42109028\LD\CADD\C-PLAN-CONVR-42109_028.dwg DATE: December 19, 2024, TIME: 10:19 AM, USER: ah4948 AVO: 42109.028

CONSTRUCTION PLANS
FOR
**36TH AVENUE EASTERN
TERMINUS SEAWALL REPAIR**

PINELLAS COUNTY, FLORIDA, USA

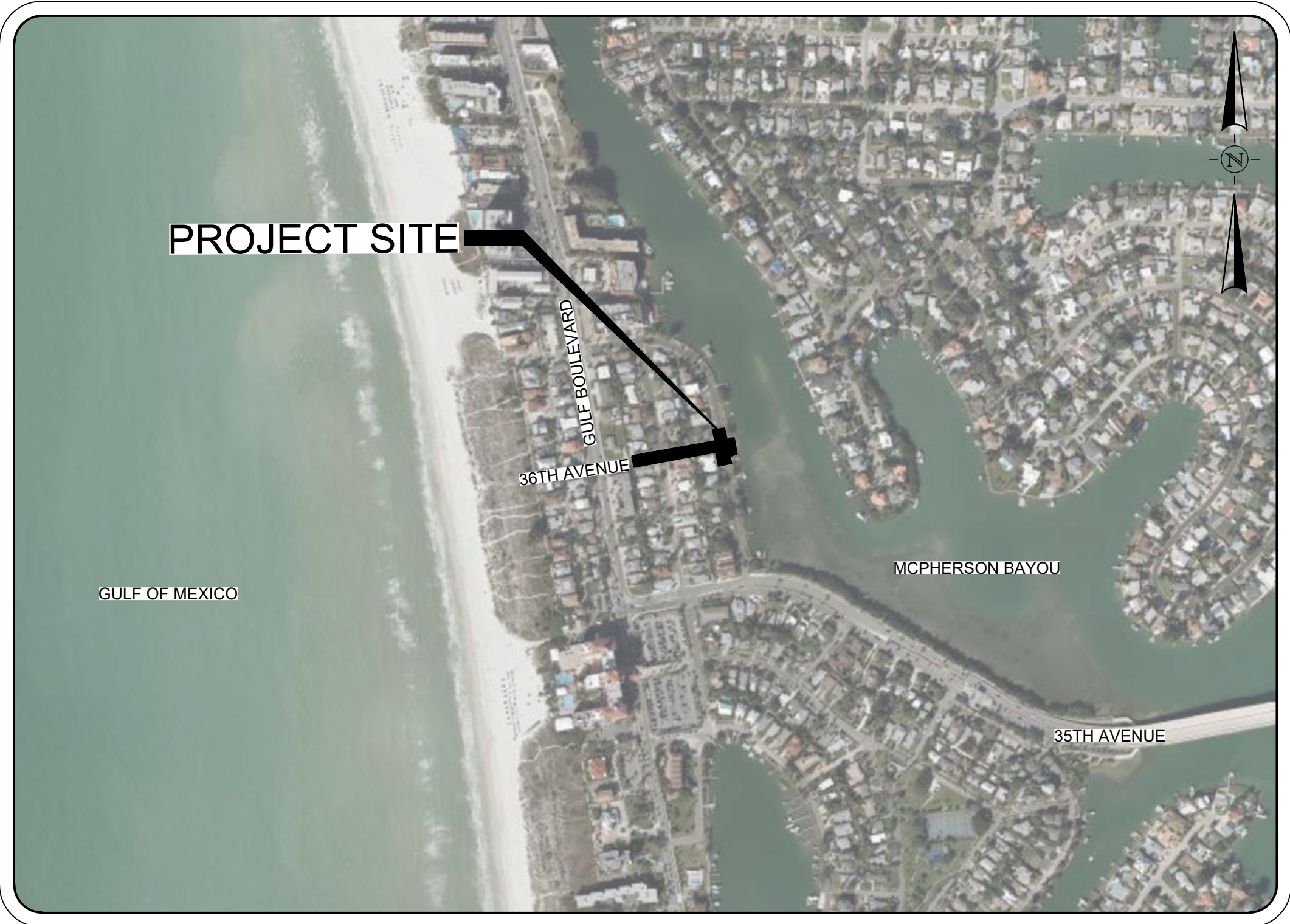
PREPARED FOR:
CITY OF ST. PETE BEACH

155 COREY AVENUE
ST.PETE BEACH FL 33706-1839
(727) 363-9224



SECTION 7, TOWNSHIP 32 S, RANGE 16 E,
LOCATION MAP

1"=4000'



PROJECT MAP

1"=500'

INDEX OF DRAWINGS

SHEET NUMBER	SHEET TITLE
C-01	COVER SHEET
C-02-C-03	GENERAL NOTES
C-04	EXISTING CONDITIONS
C-05	DEMOLITION PLAN
C-06	SITE PLAN
C-07	GRADING PLAN
C-08	PLAN & PROFILE
C-09	CROSS SECTIONS
C-10	DETAILS
C-11	STORM STRUCTURE DETAILS
C-12	STORM STRUCTURE DETAILS
C-13	STORM STRUCTURE DETAILS
C-14	DETAILS
S-01	STRUCTURAL NOTES, PLAN & SECTION
S-02	STRUCTURAL SECTIONS & DETAILS

ENGINEER

HALFF ASSOCIATES, INC.
1000 N. ASHLEY DRIVE SUITE 900
TAMPA, FL. 33602
CONTACT: ALISTAIR S. BRICE
EMAIL: Abrace@halff.com
TEL: (813) 620-4500

SURVEYOR

DENNIS J. BENHAM
11921 WANDSWORTH DRIVE,
TAMPA, FL 33626
EMAIL: DJBENHAM@YAHOO.COM

PREPARED BY:



1000 N. ASHLEY DRIVE SUITE 900
TAMPA, FLORIDA 33602
TEL. (813) 620-4500
www.halff.com
FL CA 33380 FL LC 26000645



THE INFORMATION SHOWN ON THESE DRAWINGS INDICATING SIZE, TYPE AND LOCATION OF UNDERGROUND, SURFACE, AND AERIAL UTILITIES IS NOT GUARANTEED TO BE EXACT OR COMPLETE. THE CONTRACTOR SHALL CONTACT THE SUNSHINE STATE "ONE CALL" AT 1-800-432-4770 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION FOR EXISTING UTILITY LOCATIONS. THE CONTRACTOR SHALL ALSO BE FULLY RESPONSIBLE FOR FIELD VERIFYING LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES AFFECTED BY CONSTRUCTION FOR THIS PROJECT IN ORDER TO AVOID DAMAGING THOSE UTILITIES, AND SHALL IMMEDIATELY ARRANGE FOR REPAIR AND RESTORATION OF CONTRACTOR DAMAGED UTILITIES TO THE UTILITY COMPANY'S APPROVAL AT THE EXPENSE OF THE CONTRACTOR.

FILE NAME: A:\42000s\42109\028\LD\CADD\DC-PLAN-GNTS-42109_028.dwg DATE: December 19, 2024 TIME: 10:19 AM USER: ah4948 AVO: 42109_028

GENERAL CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE PERMITS AND INSPECTION REQUIREMENTS SPECIFIED BY THE VARIOUS GOVERNMENTAL AGENCIES, HALFF AND THE ARCHITECT. THE CONTRACTOR SHALL OBTAIN COPIES OF ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION AND SCHEDULE ANY NECESSARY INSPECTIONS ACCORDING TO AGENCY INSTRUCTIONS.

2. CONTRACTOR SHALL OBTAIN ALL REQUIRED CONSTRUCTION PERMITS AND INFORM THE ENGINEER OF RECORD IN WRITING OF ANY ADDITIONALLY KNOWN PERMITS REQUIRED FOR CONSTRUCTION.

3. CONTRACTOR IS RESPONSIBLE FOR PREPARING ANY REQUIRED DEWATERING PLAN AND OBTAINING WATER MANAGEMENT DISTRICT APPROVAL OF SAID PLAN.

4. ALL SPECIFICATIONS AND DOCUMENTS REFERRED TO IN THESE PLANS ARE THE 'LATEST VERSIONS' UNLESS SPECIFICALLY NOTED OTHERWISE.

5. ANY REFERENCE TO "FDOT", "FDOT INDEX", "INDEX", OR "STANDARD INDEX" INCLUDED IN THIS PLAN SET REFERS TO THE LATEST EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD PLANS.

6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST APPLICABLE FEDERAL, STATE AND LOCAL AGENCY'S REGULATIONS AND STANDARDS. ALL CONSTRUCTION, MATERIALS AND WORKMANSHIP ARE TO BE IN ACCORDANCE WITH LOCAL AGENCY AND FDOT SPECIFICATIONS (LATEST EDITION), WHEN IN CONFLICT, THE STRICTER OF THE TWO SHALL CONTROL.

7. WORK PERFORMED UNDER THIS CONTRACT SHALL INTERFACE SMOOTHLY WITH OTHER WORK BEING PERFORMED BY OTHER CONTRACTORS AND UTILITY COMPANIES. IT WILL BE NECESSARY FOR THE CONTRACTOR TO COORDINATE AND SCHEDULE HIS ACTIVITIES, WHERE NECESSARY, WITH OTHER CONTRACTORS AND UTILITY COMPANIES (INCLUDE LIGHTING, POWER, TELEPHONE, CABLE, GAS, ETC...). THIS WILL REQUIRE THE CONTRACTOR TO SCHEDULE FIELD MEETINGS WITH UTILITY PROVIDER'S TO DETERMINE EXISTING UTILITY LOCATIONS AND TIE-IN/CONNECTION CONFIRMATION FOR THE CONTINUITY OF PROPOSED WORK. CONTRACTOR IS RESPONSIBLE FOR RESTORATION OF ALL DISTURBED AREAS.

8. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON ALL PRE-CAST AND MANUFACTURED ITEMS TO THE OWNER'S ENGINEER FOR REVIEW AND APPROVAL. PRIOR TO SUBMITTING SHOP DRAWINGS TO THE ENGINEER OR ARCHITECT, THE CONTRACTOR SHALL PERFORM DUE DILIGENCE IN REGARD TO REVIEWING THE SHOP DRAWINGS IN ADVANCE TO CONFIRM DIMENSIONS, ELEVATIONS, CONNECTIONS AND MATERIALS. THE CONTRACTOR SHALL REVIEW FOR ERRORS DUE TO MANUFACTURER OR SUBCONTRACTOR NOT REFLECTING THE CORRECT INFORMATION FROM CURRENT PLANS. FAILURE TO OBTAIN REVIEW AND APPROVAL BEFORE FABRICATION AND/OR INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT CONTRACTOR'S OWN EXPENSE.

9. IT MAY BE NECESSARY TO EXAMINE, COORDINATE AND ADJUST THE PROPOSED LOCATIONS OF THE VARIOUS COMPONENTS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SUBMIT COORDINATION DRAWINGS (SHOP DRAWINGS) SHOWING PIPE SIZES, STRUCTURES, AND ELEVATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SCHEDULING AND COORDINATION OF THE UNDERGROUND WORK ASSOCIATED WITH THIS PROJECT.

10. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM VIEW, WHEN POSSIBLE.

11. ANY ON-SITE WELLS NOT PROPOSED TO REMAIN SHALL BE SEALED BY A LICENSED WELL CONTRACTOR IN ACCORDANCE WITH FAC 40D-3.517.

12. ALL CONSTRUCTION SHALL CONFORM TO CURRENT ZONING REQUIREMENTS. CONTRACTOR MAY REQUEST A COPY OF THESE CONDITIONS FROM THE OWNER OR ENGINEER OF RECORD.

13. ALL UNDERGROUND UTILITIES AND STORMWATER INFRASTRUCTURE SHALL BE INSTALLED, TESTED, INSPECTED, AND AS-BUILT PRIOR TO BASE AND PAVEMENT CONSTRUCTION. CONTRACTOR SHALL PROVIDE SAID AS-BUILTS TO THE ENGINEER OF RECORD FOR CURSORY REVIEW PRIOR TO PAVING. FAILURE TO FOLLOW THIS PROCEDURE MAY RESULT IN THE REMOVAL AND REPLACEMENT OF UNDERGROUND MATERIALS THAT COULD RESULT IN THE NEED TO RECONSTRUCT THE ROADWAY AT THE CONTRACTOR'S EXPENSE.

14. CONTRACTOR SHALL COORDINATE PRE-CONSTRUCTION CONFERENCE WITH AGENCIES HAVING JURISDICTION OVER WORK TO BE PERFORMED.

15. THE CONTRACTOR SHALL PROVIDE AT LEAST 48 HOURS NOTIFICATION TO THE ENGINEER AND TO THE APPLICABLE AGENCIES TO SCHEDULE INSPECTIONS.

16. CONSTRUCTION SHALL ADHERE TO THE APPLICABLE GOVERNMENT AGENCY CRITERIA, PERMIT CONDITIONS, CONSTRUCTION DRAWINGS, AND ANY ADDITIONAL SPECIFICATIONS PROVIDED BY OWNER. IN THE CASE OF CONFLICTS BETWEEN THESE ITEMS, THE STRICTER SHALL CONTROL.

17. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE OWNER AND ENGINEER OF RECORD CONCERNING LIMITS OF CONSTRUCTION, TRANSITIONS OF WORK, ETC. WHICH MAY NOT BE SHOWN ON THESE PLANS.

18. ANY PUBLIC LAND CORNER OR BENCHMARK WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT OR BENCHMARK IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE PROJECT SURVEYOR SHALL BE NOTIFIED.

19. EXISTING VERTICAL AND HORIZONTAL GEOMETRY, SUPER ELEVATION RATES, TAPERS AND TRANSITION RATES ASSOCIATED WITH EXISTING ROADWAYS SHALL BE MAINTAINED UNLESS OTHERWISE SHOWN IN THE PLANS.

20. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, WHICH MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR.

21. IN ACCORDANCE WITH THE UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT (CHAPTER 556, F.S.) THE CONTRACTOR SHALL CALL SUNSHINE STATE ONE CALL AT SUNSHINE 811 BEFORE DIGGING AND SHALL NOTIFY ALL UTILITY OWNERS 48 HOURS BEFORE BEGINNING WORK.

22. UNLESS OTHERWISE DIRECTED BY THE OWNER, THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY REQUIRED ENVIRONMENTAL PROTECTION AGENCY (EPA) PERMIT. THIS INCLUDES PREPARING A DETAILED STORMWATER POLLUTION PREVENTION PLAN, FILING A NPDES NOTICE OF INTENT (NOI), CONDUCTING NPDES INSPECTIONS, AND FILING A NOTICE OF TERMINATION (NOT), IF REQUIRED.

23. EROSION CONTROL ITEMS SHOWN ON THE CONSTRUCTION DRAWINGS ARE MINIMUM REQUIREMENTS FOR PREVENTION, CONTROL, AND ABATEMENT OF EROSION, SEDIMENTATION, AND WATER POLLUTION. THE MEANS AND METHODS OF CONSTRUCTION EMPLOYED BY THE CONTRACTOR MAY NECESSITATE INSTALLATION AND MAINTENANCE OF SUPPLEMENTAL MEASURES IN ORDER TO COMPLY WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS. IF, IN THE OPINION OF THE ENGINEER OR LOCAL AUTHORITIES, EXCESSIVE QUANTITIES OF EARTH ARE BEING TRANSPORTED OFF-SITE EITHER BY NATURAL DRAINAGE OR BY VEHICULAR TRACKING, THE CONTRACTOR IS TO REMOVE SAID EARTH TO THE SATISFACTION OF THE ENGINEER OF RECORD AND THE AUTHORITY HAVING JURISDICTION.

24. EXISTING DRIVEWAY CONNECTIONS, WITHIN THE LIMITS OF THIS PROJECT, ARE TO BE REPLACED AT THE SAME LOCATION AND WIDTH UNLESS OTHERWISE SHOWN.

25. THE CONTRACTOR SHALL NOT STORE CONSTRUCTION MATERIALS, STOCKPILES, VEHICLES, OR HEAVY EQUIPMENT WITHIN WETLAND BUFFERS OR WITHIN THE PROTECTIVE RADIUS OF TREES PROPOSED TO REMAIN.

26. SEE FDOT 'STANDARD PLANS' FOR STANDARD ABBREVIATIONS DENOTED WITHIN THIS PLAN SET.

27. PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING FIRE MARSHALL REQUIREMENTS DURING CONSTRUCTION (INCLUDING TEMPORARY ACCESS ROADS, WATER SUPPLY, FIRE WATCH, ETC.).

28. IF, DURING CONSTRUCTION ACTIVITIES, ANY EVIDENCE OF HISTORIC RESOURCES, INCLUDING, BUT NOT LIMITED TO, ABORIGINAL OR HISTORIC POTTERY, PRE-HISTORIC STONE TOOLS, BONE OR SHELL TOOLS, HISTORIC TRASH PITS, OR HISTORIC BUILDING FOUNDATIONS ARE DISCOVERED, WORK SHALL COME TO AN IMMEDIATE STOP AND THE LOCAL MUNICIPALITY AND THE FLORIDA DIVISION OF HISTORICAL RESOURCES (STATE HISTORIC PRESERVATION OFFICER) SHALL BE NOTIFIED WITHIN TWO WORKING DAYS.

29. THE CONTRACTOR SHALL PREVENT UTILITY TRENCH ENCROACHMENT INTO ADJACENT PROPERTIES, PROTECTED WETLANDS, AND PROTECTED TREE ROOT ZONES BY UTILIZING TRENCH BOXES AND/OR SHEETING IN ACCORDANCE WITH ALL APPLICABLE LAWS, RULES, MANUFACTURERS GUIDELINES AND STANDARD PRACTICES.

30. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL FURNISH OWNER'S ENGINEER WITH COMPLETE "AS-BUILT" INFORMATION CERTIFIED BY A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA. THE CONTRACTOR SHALL FURNISH THE ENGINEER WITH ELECTRONIC VERSIONS OF ALL DRAWINGS ALONG WITH TWO SIGNED AND SEALED COPIES OF THE AS-BUILT SURVEY. THE ELECTRONIC FILES SHALL BE GEO-REFERENCED (STATE PLANE COORDINATE SYSTEM) AND TIED TO AN ESTABLISHED LOCAL PUBLISHED VERTICAL BENCHMARK. THE AS-BUILT SURVEY INFORMATION SHALL BE REVIEWED AND SUPPLEMENTED BY THE CONTRACTOR AS NECESSARY TO CLEARLY AND ACCURATELY REPRESENT ALL CONSTRUCTED ITEMS INCLUDING, BUT NOT LIMITED TO:

GENERAL CONSTRUCTION NOTES (CONT.):

- A. WATER/WASTEWATER/RECLAIMED WATER AND OTHER PRESSURE PIPES:
 - OFFSETS FROM EDGE OF PAVEMENT AND R-O-W TO PIPELINES SHALL BE SHOWN AT NOT GREATER THAN 100 FEET INTERVALS.
 - HORIZONTAL AND VERTICAL LOCATION OF CASING PIPE, CONCRETE ENCASEMENT, AND SHEETING BY STATION AND ELEVATION. INCLUDE SIZE, LENGTH, MATERIAL TYPE, AND WALL THICKNESS OF CASING.
 - HORIZONTAL AND VERTICAL LOCATION OF TOP OF PIPE AND FINISHED GRADE SHALL OCCUR AT A MAXIMUM OF 200 FEET FOR STRAIGHT RUNS OF PIPE AND AT SUFFICIENT INTERVALS TO ESTABLISH HORIZONTAL CURVATURE FOR ANY PIPE DEFLECTIONS IN A CURVED ALIGNMENT.
 - HORIZONTAL AND VERTICAL LOCATION OF TOP OF PIPE AND OTHER UTILITIES OCCURING AT A CROSSING.
 - LOCATION OF ANY FOUND UTILITIES.
 - INSTALLED PIPE DIAMETER, MATERIAL TYPE, AND AWWA/ASTM/ANSI CLASSIFICATION.
 - MATERIAL TYPE AND SERIAL NUMBERS OF ALL VALVES, METERS, ASSEMBLIES.
 - IF ABANDONMENT OF EXISTING FACILITIES IS INCLUDED IN PROJECT, PROVIDE SIZE, TYPE, DEPTH, LOCATION, AND LIMITS OF ANY ABANDONED PIPE. ALSO INCLUDE THE METHOD OF ABANDONMENT (I.E., MORTAR FILLED, ETC.).
 - ANY VERTICAL IMPROVEMENTS WITHIN EXISTING RIGHTS-OF-WAY THAT ARE IN IMMEDIATE PROXIMITY OF THE UTILITY SYSTEM (I.E. MONUMENT SIGNS, WALLS AND BRIDGES).
 - CROSS-SECTIONAL DETAILS SHALL BE PROVIDED WHERE UTILITIES CROSS.
 - HORIZONTAL AND VERTICAL LOCATION AND TYPE OF ALL FITTINGS, BENDS, REDUCERS, SLEEVES, PLUGS, CAPS, TEES, CROSSES, TAPS, RESTRAINED JOINTS, VALVES, BLOW-OFFS, HYDRANTS, HIGH AND LOW POINTS, POINTS OF DEFLECTION, ETC. (SURVEY SHALL ALSO INCLUDE FINISHED GRADE ABOVE THESE ITEMS.)
 - STATION ALL CONNECTIONS WHEN THEY ARE NOT ON PROPERTY LINES.

B. GRAVITY SEWER LINES:
 - LOCATION AND ELEVATIONS OF ALL SANITARY SEWER STRUCTURES, TO INCLUDE TOP ELEVATIONS, BOTTOM ELEVATIONS, AND INVERTS. INCLUDING FIELD MEASURED PIPE LENGTHS, PIPE TYPES, SLOPES, AND PIPE SIZES.
 - SHOW LOCATION OF LATERAL SERVICE CONNECTIONS BY STATION AND INCLUDE DEPTH OF COVER AT LOT LINES (CLEANOUT)
 - SHOW SIZE, LENGTH INVERT ELEVATION AND GRADE OF STUB-OUTS FOR FUTURE CONNECTIONS.

C. STORMWATER SYSTEM:
 - LOCATION AND ELEVATIONS OF ALL STORM SEWER OUTFALL STRUCTURES (AKA CONTROL STRUCTURES), TO INCLUDE ELEVATIONS, DIMENSIONS, SKIMMERS, INVERTS, PIPE SIZES, PIPE TYPES, OPENING DIMENSIONS AND SLABS.
 - LOCATION AND ELEVATIONS OF ALL STORM STRUCTURES, PIPES, CONDUITS, SLEEVES, ETC. INCLUDING CALCULATED SLOPE SIZE AND MATERIAL TYPE OF ALL PIPES.
 - HORIZONTAL AND VERTICAL CONTROL OF ALL TOP OF BANKS, TOE OF SLOPES, LITTORAL ZONES, DITCHES, AND ALL GRADE BREAKS.

D. PUMPLIFT STATIONS:
 - HORIZONTAL AND VERTICAL CONTROL ELEVATIONS OF ALL ELEMENTS OF PUMP/LIFT STATIONS INCLUDING TOP AND BOTTOM ELEVATIONS, PIPE INVERTS, PIPE SIZES, AND PIPE TYPES.
 - LOCATION AND ELEVATION OF ANY PAVEMENT MATERIALS ASSOCIATED WITH THE STATION.
 - LOCATION AND TYPE OF ANY VERTICAL ELEMENTS ASSOCIATED WITH THE STATIONINCLUDING: PANELS, LIGHT POLES, FENCING, BACK FLOW ASSEMBLIES, METERS, ALL VALVES AND ASSOCIATED APPURTENANCES.
 - ELEVATIONS AT WHICH THE FLOAT SWITCHES ENGAGE.

E. RESIDENTIAL SUBDIVISION LOT GRADES:
 - GRADES AT PAD CORNERS AND CENTER OF LOT
 - REAR YARD LOT CORNER GRADES

F. BUILDING AND OTHER VERTICAL STRUCTURES:
 - LOCATION OF ALL CORNERS AND FINISHED FLOOR ELEVATIONS
 - OVERHANG LOCATIONS
31. NO ENGINEER'S CERTIFICATIONS CAN BE SUBMITTED TO OBTAIN A CERTIFICATE OF OCCUPANCY UNTIL THE "AS-BUILT" INFORMATION IS RECEIVED, REVIEWED, AND APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL ALLOW THE ENGINEER A MINIMUM OF FOUR WEEKS TO COMPLETE THE REVIEW OF THE "AS-BUILT" INFORMATION UPON RECEIPT, PRIOR TO SUBMITTAL TO APPLICABLE AGENCIES. NOTE UPON RELEASE OF CERTIFICATE OF OCCUPANCIES MAY TAKE 45 TO 90 DAYS FROM THE SUBMITTAL TO APPLICABLE AGENCIES. FAILURE BY THE CONTRACTOR TO PROVIDE COMPLETE AS-BUILT INFORMATION WILL RESULT IN SIGNIFICANT DELAYS IN FINAL RELEASE OF THE PROJECT.

DEMOLITION NOTES:

1. CONTRACTOR TO REMOVE AND DISPOSE OF ALL EXISTING OCCUPATION AS NECESSARY TO CONSTRUCT PROPOSED IMPROVEMENTS.
2. CONTRACTOR TO DEMOLISH AND REMOVE ALL IMPROVEMENTS WITHIN LIMITS OF CONSTRUCTION UNLESS SHOWN ON PLANS AS TO REMAIN.
3. CONTRACTOR TO ESTABLISH AND PROPERLY FLAG PROPERTY LINES PRIOR TO DEMOLITION.
4. ALL MATERIALS TO BE DISPOSED OF IN ACCORDANCE WITH CITY OF ST.PETE BEACH REQUIREMENTS.
5. INFORMATION TAKEN FROM SURVEY PREPARED BY DENNIS J. BENHAM ON 6/30/23.
6. UTILITIES TO BE PLUGGED SHALL BE FILLED WITH A MINIMUM 1.0 CUBIC FT. OF NON-SHRINK GROUT OR AS OTHERWISE APPROVED BY ENGINEER. PRESSURE MAINS SHOULD BE CAPPED OR PLUGGED AND RESTRAINED WITH A REVERSE DEADMAN. RCP SHOULD RECEIVE A BRICK AND MORTAR PLUG.
7. EXISTING TREES THAT ARE SHOWN TO REMAIN, SHALL MAINTAIN PROTECTIVE BARRIERS AT ALL TIMES. THESE BARRIERS SHALL BE IN ACCORDANCE WITH CURRENT CITY OF ST.PETE BEACH STANDARDS.
8. THE CONTRACTOR SHALL COORDINATE THE REMOVAL/RELOCATION OF EXISTING UTILITIES WITH THE OWNER OF SAID UTILITY. THIS SHALL INCLUDE BUT NOT BE LIMITED TO WATER, SEWER, GAS, CABLE TV, POWER AND TELEPHONE.
9. THE CONTRACTOR SHALL INSTALL EROSION CONTROL PRIOR TO DEMOLITION AND MAINTAIN DURING DEMOLITION.
10. THE CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES PRIOR TO DEMOLITION AND WILL BE RESPONSIBLE FOR THE DAMAGE OF ANY ON-SITE OR OFF-SITE UTILITIES THAT ARE NOT A PART OF THIS PROJECT OR ARE NOT IDENTIFIED TO BE REMOVED.
11. THE CONTRACTOR SHALL BARRICADE THE SITE AND CONTROL TRAFFIC PER CURRENT FDOT TRAFFIC CONTROL STANDARDS.
12. ALL ON-SITE ABOVE GROUND IMPROVEMENTS (IE: PAVEMENT, CURBING, BUILDINGS, SIGNAGE, CONCRETE WALKS, POLES, INLETS, ETC.) AND BELOW GROUND IMPROVEMENTS (IE: SANITARY, STORM, WATER, SEPTIC, WELL, CABLE, ELECTRIC, PHONE, ETC...) SHALL BE REMOVED UNLESS OTHERWISE NOTED.
13. UNSUITABLE MATERIAL IS TO BE REMOVED FROM LANDSCAPE AREAS. A MINIMUM OF 8" TOPSOIL IS REQUIRED IN ALL LANDSCAPE AREAS.
14. ALL TREE ROOTS EXISTING WITHIN APPROVED IMPROVEMENT AREAS AND ORIGINATING FROM A PROTECTED TREE, SHALL BE SEVERED CLEAN AT THE LIMITS OF THE PRESERVED AREA WHERE INDICATED.
15. ALL ON-SITE WELLS TO BE ABANDONED BY A FLORIDA LICENSED WATER WELL CONTRACTOR IN ACCORDANCE WITH RULE 40D-3.531(2). F.A.C.

TESTING SCHEDULE:

ITEM	TEST	TEST FREQUENCY
EMBANKMENT	OPTIMUM MOISTURE/MAXIMUM DENSITY	PER SOIL TYPE
	100% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T99-57(METHOD C) NO TOLERANCE	ONE PER 500' HORIZONTALLY, IN ONE (1) FOOT LIFTS
	GRADATION 1-T027	1/500' SECTION PER LIFT
	PROCTOR 1-T180	PER MATERIAL TYPE
	PROCTOR 5-525	PER MATERIAL TYPE
UTILITY TRENCH BACKFILL- OVER PIPELINES AND AROUND STRUCTURES FROM R.O.W. LINE TO R.O.W. LINE	DENSITY 1-T238	1/500' SECTION PER LIFT
	OPTIMUM MOISTURE/MAXIMUM DENSITY	PER SOIL TYPE
UTILITY TRENCH BACKFILL- OVER PIPELINES AND AROUND STRUCTURES OUTSIDE R.O.W. LINE	100% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T99-57(METHOD C) NO TOLERANCE	REFER TO NOTE A & NOTE B
	OPTIMUM MOISTURE/MAXIMUM DENSITY	PER SOIL TYPE
STABILIZED SUBGRADE	95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T99-57(METHOD C) - NO TOLERANCE	REFER TO NOTE A
	OPTIMUM MOISTURE/MAXIMUM DENSITY	PER SOIL TYPE
	MINIMUM 40 LBR	PER MATERIAL TYPE. REFER TO NOTE D
	MINIMUM 20 LBR (FOR SOIL CEMENT ONLY)	SAME AS FOR 40 LBR. REFER TO NOTE D
BASE (OTHER THAN SOIL CEMENT OR CRUSHED CONCRETE)	98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T180-57 (ASTM D1557-70) NO TOLERANCE	REFER TO NOTE C
	GRADATION, ATTERBERG LIMITS	PER SOURCE
	OPTIMUM MOISTURE/MAXIMUM DENSITY	PER SOIL TYPE
SOIL CEMENT BASE	MINIMUM 100 LBR	PER SOURCE
	98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T180-57 (ASTM D1557-70) - NO TOLERANCE	REFER TO NOTE C
	MIX DESIGN	PER MATERIAL TYPE
	OPTIMUM MOISTURE/MAXIMUM DENSITY	PER MATERIAL TYPE DAILY
	PROCTOR 1-T180	PER MATERIAL TYPE
CONCRETE	COMPRESSIVE STRENGTH SPECIMENS	ONE SET OF THREE (3) PER MATERIAL TYPE DAILY
	TEST CORES-THICKNESS	REFER TO NOTE C
	97% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T134 - NO TOLERANCE	REFER TO NOTE C
	SLUMP TEST	ONE PER SET OF CYLINDERS
CRUSHED CONCRETE BASE	COMPRESSIVE STRENGTH CYLINDERS	ONE SET OF THREE(3) CYLINDERS FOR 100 CUBIC YARDS OF FRACTION THEREOF
	AIR CONTENT	ONE PER SET OF CYLINDERS
	MINIMUM LBR 150	3/STREET TO OBTAIN AN AVERAGE OF 150
	LIQUID LIMIT (AS DETERMINED BY AASHTO T80) (LESS THAN 25)	PER MATERIAL TYPE
	PLASTICITY INDEX (AS DETERMINED BY AASHTO T90) (LESS THAN 4)	PER MATERIAL TYPE
SUPERPAVE ASPHALT	ABRASION	PER LOS ANGELES ABRASION (FM-1T090) (50 MIN) PER MATERIAL TYPE
	DENSITY 100% OF MAXIMUM DENSITY (AS DETERMINED BY AASHTO T-180)	PER MATERIAL TYPE
	AGGREGATE ANALYSIS	PER FDOT
	DESIGN MIX	ONE PER FDOT APPROVED TYPE
	BITUMEN CONTENT	PER FDOT
NOTES:	THICKNESS	REFER TO NOTE C
	MAXIMUM SPECIFIC GRAVITY (Gmm)	PER FDOT
	90% OF LAB DENSITY FOR LOCAL ONSITE ROADWAYS (REMOVE AND REPLACE IF NOT MET 92% OF LAB DENSITY FOR COLLECTORS AND ARTERIALS (REMOVE AND REPLACE IF NOT MET)	REFER TO NOTE C
	ADDITIONAL NOTE: THE AHJ RESERVES THE RIGHT TO SAMPLE AND TEST ANY MATERIAL DURING CONSTRUCTION	

36TH AVENUE EASTERN TERMINUS

SEAWALL REPAIR

ST. PETE BEACH, FL

CITY OF ST. PETE BEACH

155 COREY AVENUE

ST.PETE BEACH FL 33706-1839



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SHEET TITLE

GENERAL NOTES

C-02

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PAVING AND GRADING NOTES:

- ALL DELETERIOUS SUBSURFACE MATERIAL (I.E. MUCK, PEAT, BURIED DEBRIS) IS TO BE EXCAVATED IN ACCORDANCE WITH THESE PLANS OR AS DIRECTED BY THE OWNER, THE OWNER'S ENGINEER, OR OWNER'S SOIL TESTING COMPANY. DELETERIOUS MATERIAL IS TO BE STOCKPILED OR REMOVED FROM THE SITE AS DIRECTED BY THE OWNER. EXCAVATED AREAS TO BE BACK FILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ANY PERMITS NECESSARY FOR REMOVING DELETERIOUS MATERIAL FROM THE SITE. ENGINEER SHALL BE NOTIFIED OF ANY MATERIAL ENCOUNTERED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING TRENCH EXCAVATIONS AGAINST COLLAPSE AND SHALL PROVIDE BRACING, SHEETING OR SHORING AS NECESSARY. DEWATERING METHODS SHALL BE USED AS REQUIRED TO KEEP TRENCHES DRY WHILE PIPE AND APPURTENANCES ARE BEING PLACED.
- ALL NECESSARY FILL AND EMBANKMENT THAT IS PLACED DURING CONSTRUCTION SHALL CONSIST OF MATERIAL SPECIFIED BY THE OWNER'S SOIL TESTING COMPANY OR ENGINEER AND SHALL BE PLACED AND COMPACTED ACCORDING TO THESE PLANS OR THE REFERENCED SOILS REPORT. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION ACTIVITIES, WHICH INCLUDE BUT ARE NOT LIMITED TO EARTHWORK ACTIVITIES, SUB GRADE PREPARATION, ETC. CONFORM TO THE STRICTER OF THE CITY OF ST.PETE BEACH, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), AND THE PROJECT GEOTECHNICAL REPORT.
- THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER OF RECORD IMMEDIATELY IF UNSUITABLE SOIL IS ENCOUNTERED DURING EXCAVATION. UNSUITABLE SOIL SHALL NOT BE USED ON-SITE WITHOUT WRITTEN CONSENT FROM THE OWNER AND ENGINEER OF RECORD.
- PROPOSED SPOT ELEVATIONS REPRESENT FINISHED PAVEMENT OR GROUND SURFACE GRADE UNLESS OTHERWISE NOTED ON DRAWINGS.
- CONTRACTOR SHALL PROVIDE A SMOOTH PAVEMENT TRANSITION BY SAW CUTTING AND REMOVING EXISTING PAVEMENT, MILLING, TACK COATING SURFACE, AND MATCHING THE EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT MEETS EXISTING PAVEMENT. TRANSITION SHALL NOT BE LESS THAN 36" OR AS OTHERWISE SHOWN ON THE CONSTRUCTION PLANS OR REQUIRED BY THE AUTHORITY HAVING JURISDICTION (AHJ).
- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE SOILS AND PAVEMENT BASE TESTING. CONTRACTOR SHALL REVIEW AND SUBMIT TESTING REPORTS TO OWNER'S ENGINEER ON A WEEKLY BASIS. TESTS WILL BE REQUIRED PURSUANT WITH THE TESTING SCHEDULE REQUIRED BY THE GOVERNMENTAL AGENCY HAVING JURISDICTION OVER THIS WORK. UPON THE COMPLETION OF THIS WORK THE GEOTECHNICAL ENGINEER WILL SUBMIT CERTIFICATIONS TO THE OWNER'S ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MET. CONTRACTOR IS RESPONSIBLE FOR IMMEDIATELY CORRECTING ANY DEFICIENCIES FOUND BY THE TESTING.
- A QUALIFIED TESTING LABORATORY SELECTED OR APPROVED BY THE OWNER SHALL PERFORM ALL TESTING NECESSARY TO ASSURE COMPLIANCE OF THE IN-PLACE MATERIALS AS REQUIRED BY THESE PLANS, SPECIFICATIONS AND THE AUTHORITIES HAVING JURISDICTION. SHOULD ANY RETESTING BE REQUIRED DUE TO THE FAILURE OF ANY TESTS TO MEET THE MINIMUM REQUIREMENTS, THE CONTRACTOR SHALL BEAR ALL COSTS OF SAID RETESTING.
- MIXING IN PLACE OF SOIL CEMENT WILL NOT BE ALLOWED. PLANT PRODUCED ON-SITE (I.E. VIA A PUG MILL) IS ALLOWABLE.
- CONTRACTOR TO UTILIZE SAME PAVEMENT BASE OPTION MATERIAL FOR ALL PAVING WITHIN PROJECT.
- CONTRACTOR SHALL FINISH ALL EXPOSED BACK OF CURB FOR SURFACE IMPERFECTION (PITTED HOLES OR CREVICES).
- COMPACTED SUB-GRADE SHALL BE MECHANICALLY MIXED FOR STABILIZATION TO THE SPECIFIED DEPTH PRIOR TO GRADING, COMPACTION, AND TESTING AS NECESSARY TO ACHIEVE THE MINIMUM INDICATED LBR.
- CONTRACTOR TO PROVIDE A 1/2" TO 1" WIDE BITUMINOUS EXPANSION JOINT MATERIAL BETWEEN ANY CONCRETE OR SIMILAR SURFACES POURED OR PLACED DURING SEPARATE OCCURENCES. THE EXPANSION JOINT MATERIAL SHALL MATCH THE HEIGHT OR DEPTH OF THE SIDEWALK OR PAVEMENT CROSS SECTION.
- UNLESS OTHERWISE NOTED, ALL CONCRETE SIDEWALK AND/OR PAVEMENT SHALL HAVE A MINIMUM ULTIMATE COMPRESSIVE STRENGTH OF 3,000 PSI (28-DAY), BE REINFORCED WITH SYNTHETIC FIBER REINFORCING MEETING ASTM C116 (NYCON LOCALMESH OR APPROVED EQUAL), AND BE TREATED WITH A CURING COMPOUND MEETING ASTM C309 REQUIREMENTS, UNLESS LOCAL AGENCY REQUIREMENTS ARE MORE STRINGENT.
- THE CONTRACTOR SHALL STABILIZE ALL DISTURBED GROUND BY SEEDING/MULCHING, SOD, OR OTHER APPROVED MATERIALS. SWALES AND OTHER AREAS SUBJECT TO FLOWING WATER SHALL BE SODDED. SLOPES FLATTER THAN 6:1 MAY BE STABILIZED VIA SEED/MULCH AND SLOPES 6:1 OR STEEPER SHALL BE SODDED (3:1 OR STEEPER MUST BE STAKED). ADDITIONAL AREAS REQUIRING SOD SHALL BE AS INDICATED ON THE CONSTRUCTION PLANS, AND/OR SPECIFICATIONS, OR AS DIRECTED BY OWNER DURING BIDDING PROCESS. ANY DISTURBED AREAS SHALL BE STABILIZED WITHIN ONE WEEK (OR SOONER) FOLLOWING CONSTRUCTION OF THE UNDERLYING ACTIVITY. THE CONTRACTOR SHALL MAINTAIN SUCH AREAS BY REPAIRING AND WATERING UNTIL THE AREA IS STABLE AND EROSION FREE. ANY DAMAGE FROM FAILURE TO ADEQUATELY STABILIZE, PROTECT, OR MAINTAIN THESE AREAS SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE ENGINEER OF RECORD NOR THE OWNER IS RESPONSIBLE FOR THE MEANS AND METHODS OF ADEQUATELY STABILIZING THE PROJECT.
- LIMITS OF SOD WITHIN STORMWATER PONDS SHALL BE WATER LEVEL AT TIME OF SODDING OR THE DESIGN SEASONAL HIGH WATER LEVEL (SHW) AS SHOWN ON THE PLANS, WHICHEVER IS LOWER.
- THE CONTRACTOR SHALL NOT ALTER THE EXISTING HISTORICAL DRAINAGE PATTERNS IN REGARD TO THE EXISTING PAVING CROSS SECTIONS, SIDEWALKS AND GRASS SWALES ON OR ADJACENT TO THE PROJECT UNLESS SPECIFICALLY DEPICTED ON THE CONSTRUCTION PLANS.
- ASPHALT TYPES AND MIX DESIGN SHALL BE FDOT STANDARD PER FDOT MATERIALS SPECIFICATIONS. LIFTS SHALL MEET THE MINIMUM AND MAXIMUM ALLOWABLE PER PAVEMENT TYPE AS PERMITTED BY FDOT. NO CHANGE ORDERS WILL BE ALLOWED RESULTING FROM A NEED FOR MULTIPLE LIFTS TO ACHIEVE THE REQUIRED PAVEMENT THICKNESS.
- ALL CURB CUT RAMPS TO BE CONSTRUCTED PER FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS (FDOT INDEX 522-002) AND BE ADA COMPLIANT INCLUDING USE OF TRUNCATED DOME TACTILE SURFACE.
- CURBING WILL BE PLACED AT THE EDGE OF ALL PAVEMENT, AS SHOWN ON THE PLANS.
- TERMINATION OF BOTH FDOT TYPE "F" AND TYPE "D" CURB SHALL INCLUDE A 3' TRANSITION TO FLUSH UNLESS OTHERWISE NOTED ON THE CONSTRUCTION DRAWINGS.
- LIMEROCK AND COMPACTED BASE MUST BE REMOVED FROM ALL LANDSCAPE AREAS. SITE CONTRACTOR SHALL COORDINATE WITH LANDSCAPE CONTRACTOR REGARDING BACKFILL WITHIN LANDSCAPE ISLANDS. BACKFILL VOLUME TO BE ADJUSTED TO ACCOUNT FOR ADMIXTURE REQUIREMENTS SHOWN ON LANDSCAPE PLANS. LANDSCAPE BEDS TO BE FINE GRADED TO PROVIDE POSITIVE DRAINAGE PRIOR TO INSTALLATION OF PLANT MATERIAL.

SITE PLAN AND COORDINATE GEOMETRY NOTES:

- ALL POINTS AND MONUMENTS SHALL BE SURVEYED UPON MOBILIZATION TO VERIFY THEIR ACCURACY. ANY DISCREPANCIES DISCOVERED MUST BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD IN WRITING PRIOR TO CONSTRUCTION.
- MONUMENTS AND OTHER SURVEY CONTROL POINTS SHALL BE PROTECTED FROM DAMAGE AND DISTURBANCE. IF ANY CONTROL POINTS ARE DAMAGED OR DISTURBED, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE ENGINEER OF RECORD AND REPLACE THE CONTROL POINTS TO THEIR ORIGINAL CONDITION AT THEIR OWN EXPENSE.
- REFER TO SURVEY FOR ELEVATION DATUM INFORMATION.
- LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS, ELEVATIONS AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES AFFECTING THE PROPOSED WORK.
- ALL DIMENSIONS SHOWN ON PLAN ARE TO FACE OF BUILDING, EDGE OF PAVEMENT, FACE OF CURB, OR CENTERLINE OF STRUCTURE, UNLESS NOTED OTHERWISE.
- DIGITAL OR ELECTRONIC REPRESENTATION OF THESE CONSTRUCTION PLANS DOES NOT CONSTITUTE A COORDINATE CONTROL MAP OR MATHEMATICALLY CONTROLLED INFORMATION FOR THE USE OF CONSTRUCTION STAKEOUT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND/OR THE CONTRACTOR'S SURVEYOR TO ENSURE THAT ANY DIGITAL OR ELECTRONIC REPRESENTATION OF THESE PLANS IS IN COMPLETE CONFORMANCE WITH ALL OF THE NOTATIONS, SPECIFICATIONS, DETAILS, AND OTHER DATA APPEARING ON OR AS MAY BE DERIVED FROM THESE CONSTRUCTION PLANS.

DRAINAGE NOTES:

- ALL STORM SEWER PIPE SHALL BE CLASS III UNLESS OTHERWISE NOTED ON PLANS.
 - ALTERNATIVE DRAINAGE PIPE MATERIALS AND SUBSTITUTIONS MUST BE LISTED AS A BID ALTERNATE MATERIAL DURING THE INITIAL BIDDING PHASE FOR CONSIDERATION. SUBSTITUTION OF PIPE MATERIALS DURING THE CONSTRUCTION PHASE IS NOT PERMISSIBLE WITHOUT SPECIFIC WRITTEN APPROVAL FROM THE ENGINEER OF RECORD AND OWNER.
 - IF SPECIFIED, HDPE PIPE SHALL BE SMOOTH INTERIOR, CORRUGATED EXTERIOR, WITH INTEGRAL GASKETED WATER-TIGHT JOINT MEETING ASTM F 477 AND ASTM D 3212.
 - IF SPECIFIED, POLYPROPYLENE PIPE (PP) SHALL BE DUAL WALL (SMOOTH INTERIOR, CORRUGATED EXTERIOR) WITH INTEGRAL BELLS MEETING EITHER (ASTM F2736, ASTM F2881, OR AASHTO M330). PIPE SHALL HAVE GASKETED JOINTS MEETING ASTM D3212 REQUIREMENTS (10.8 PSI). SPIGOTS SHALL HAVE INTEGRAL GASKETS MEETING THE REQUIREMENTS OF ASTM F477. PIPE MATERIAL SHALL BE AN IMPACT MODIFIED COPOLYMER MEETING THE MATERIAL REQUIREMENTS OF ASTM F2736, SECTION 4, ASTM F2881, SECTION 5 AND AASHTO M330, SECTION 6.1 FOR THE RESPECTIVE DIAMETERS.
 - THE USE OF FLEXIBLE STORMWATER PIPE MATERIALS (PVC, HDPE, ETC) SHALL REQUIRE THE USE OF WATERTIGHT "BOOTED" CONNECTIONS AT ALL STORMWATER STRUCTURES, IE . COMPRESSION GASKET, FLEXIBLE BOOT, GROUTED WATERSTOP, OR OTHER MANUFACTURER APPROVED METHOD. NO GROUTING OF STRUCTURE OPENINGS WILL BE PERMITTED WHEN USING FLEXIBLE PIPE MATERIALS.
 - ALL FLEXIBLE PIPE SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS. CONTRACTOR SHALL PROVED ENGINEER OF RECORD A COPY OF MATERIAL TEST LAB REPORTS FOR ALL BACKFILL MATERIAL AND DENSITY TESTS PRIOR TO LAMPING / INSPECTING THE STORM SYSTEM. ANY SEGMENTS WITHOUT ADEQUATE DOCUMENTATION SHALL BE REMOVED AND REINSTALLED AT THE CONTRACTOR'S EXPENSE.
- DRAINAGE STRUCTURES SHALL BE IN ACCORDANCE WITH FDOT INDEX UNLESS OTHERWISE NOTED ON PLANS. STRUCTURE BOTTOM SIZES SHALL BE ADJUSTED OR MODIFIED PER FDOT INDEX WHEN LARGER PIPES ARE INDICATED.
- STORM STRUCTURE LABELS ON THE CONSTRUCTION DRAWINGS MAY NOT INDICATE THE NEED FOR SPECIALTY SIZING (I.E. J BOTTOMS). IT IS THE CONTRACTOR AND PRE-CASTERS RESPONSIBILITY TO PROVIDE ADEQUATE STRUCTURES MEETING THE APPLICABLE REQUIREMENTS AND SHALL BE INCLUDED IN THE BASE BID.
- PIPE LENGTHS SHOWN ARE APPROXIMATE AND MEASURED TO CENTER OF DRAINAGE STRUCTURE WITH THE EXCEPTION OF MITERED END SECTION (MES) AND FLARED END SECTION (FES) WHICH ARE NOT INCLUDED IN LENGTHS. THE CONTRACTOR SHALL VERIFY ALL QUANTITIES AS SHOWN ON THE PLANS OR BID SCHEDULE (IF PROVIDED BY OWNER) PRIOR TO FINALIZING THEIR SUBMITTAL OF BIDS/PROPOSAL AND INFORM THE ENGINEER OF ANY DISCREPANCIES.
- PIPE ENDS SHALL BE ADJUSTED TO DAYLIGHT DURING INITIAL CONSTRUCTION OF THE PIPELINE. THIS MAY REQUIRE THE REMOVAL OR ADDITION OF PIPE SECTIONS.
- ALL STORM DRAINAGE PIPING SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S ENGINEER OR ENGINEER'S REPRESENTATIVE PRIOR TO THE PLACEMENT OF BACK FILL.
- THE CONTRACTOR MUST PROVIDE CCTV VIDEO (IN DVD OR OTHER DIGITAL FORMAT) OF THE NEWLY CONSTRUCTED STORMWATER PIPELINE FOR REVIEW AND ACCEPTANCE. PRIOR TO SUBMITTING VIDEOS TO THE ENGINEER FOR REVIEW, THE CONTRACTOR SHALL REVIEW THE VIDEOS FIRST FOR DISCREPANCIES AND FOR COMPLETENESS TO MAKE SURE THAT ALL PIPELINE SECTIONS ARE INCLUDED.
- THE CONTRACTOR SHALL PROVIDE EROSION CONTROL TO MAINTAIN AND PROTECT THE STORM DRAINAGE SYSTEM FROM MUD, DIRT, DEBRIS, ETC. THE SYSTEM SHALL BE PROTECTED UNTIL THE ADJACENT LAND AREAS ARE DEEMED STABLE AND WRITTEN FINAL ACCEPTANCE OF THE PROJECT HAS BEEN PROVIDED. THE CONTRACTOR MAY BE REQUIRED TO PRESSURE CLEAN PIPES AND INLETS FOR FINAL ACCEPTANCE.
- ALL FDOT DITCH BOTTOM INLETS IN THE PROPOSED PAVEMENT AREAS AND WITHIN THE DESIGNATED EASEMENTS OR PUBLIC ROW SHALL BE MODIFIED FOR TRAFFIC BEARING (H-20) WITH HOT DIPPED GALVANIZED RETICULINE STEEL GRATES AND METAL ANGLE FRAMES SUPPORT FOR GRATES. ANGLE FRAME SHALL BE PART OF THE PRECAST CONCRETE STRUCTURES, INDICATED ON THE SHOP DRAWINGS, AND THE PRECAST SHALL BE ACCORDANCE WITH FDOT SPECIFICATIONS (INCLUDING EYEBOLT & CHAIN).
- ALL EXISTING STRUCTURES TO BE MODIFIED AS REQUIRED TO MEET H-20 LOAD RATING AND ADJUSTED TO MEET PROPOSED GRADE. PRIVATE MANHOLES TO BE LABELED "STORM" AND MANHOLES LOCATED WITHIN PUBLIC RIGHT-OF-WAY OR EASEMENTS SHALL HAVE THE GOVERNING AGENCY MASCOT & LETTERING.
- ALL MITERED END SECTIONS FOR SIDE DRAIN PIPES AT DRIVEWAY ENTRANCES ON PUBLIC (MUNICIPAL OR FDOT) ROADWAYS MUST BE CONSTRUCTED WITH A CONCRETE TOE FOUNDATION IN ACCORDANCE WITH FDOT INDEX 430-022.
- NO POND/LAKE EXCAVATION (FOR ANY PURPOSE) SHALL EXTEND BEYOND OR BELOW THE PERMITTED DESIGN DEPTHS/ELEVATIONS SHOWN ON THE DRAWINGS. NO LOWER SEMI-CONFINING UNIT CLAYEY MATERIALS AND NO WEATHERED LIMESTONE MATERIALS SHALL BE EXCAVATED, REGARDLESS IF THESE MATERIALS ARE ENCOUNTERED WITHIN THE PERMITTED EXCAVATION DEPTHS/ELEVATIONS SHOWN ON THE PLANS. TEMPORARY DEWATERING DITCHES OR SUMPS (FOR POND/LAKE EXCAVATION) SHALL NOT EXTEND BELOW THE PERMITTED DESIGN DEPTHS/ELEVATIONS SHOWN ON THE DRAWINGS. IF ANY LOWER SEMI-CONFINING UNIT CLAYEY MATERIALS OR WEATHERED LIMESTONE MATERIALS ARE ENCOUNTERED ABOVE THE PERMITTED EXCAVATION DEPTHS/ELEVATIONS, THEN EXCAVATION OPERATIONS IN THAT POND/LAKE AREA SHALL IMMEDIATELY CEASE IN THE GENERAL AREA, AND THE GEOTECHNICAL CONSULTANT AND ENGINEER OF RECORD SHALL BE NOTIFIED TO PROVIDE SUBSEQUENT EVALUATIONS / RECOMMENDATIONS, AS APPROPRIATE, WHICH SHALL BE IMPLEMENTED BY THE CONTRACTOR. EPC (OR FDEP) MUST BE CONTACTED PRIOR TO ANY EXCAVATION OF CLAYS OR EXCEEDING THE PERMITTED EXCAVATION DEPTH.
- JOINTS OF STORM SEWER SHALL BE STAGGERED FOR CROSSINGS OF SANITARY SEWER WITH LESS THAN 18 INCHES OF VERTICAL CLEARANCE SO THAT THE PIPE BELL IS NOT LOCATED AT THE CROSSING.
- AS A COST SAVINGS MEASURE STORM STRUCTURES WITH MULTIPLE PIPE CONNECTIONS MAY BE OFFSET FROM THE CENTER OF THE STRUCTURE TO REDUCE THE OVERALL STRUCTURE SIZE. CONTRACTOR IS TO COORDINATE OFFSET CONNECTIONS WITH APPROPRIATE SUBCONTRACTORS INCLUDING PROJECT SURVEYOR.

TRAFFIC CONTROL GENERAL NOTES:

- THE MAINTENANCE OF TRAFFIC SHALL CONFORM TO THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" (MUTCD- LATEST EDITION) AND FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD PLANS" (LATEST EDITION).
- THE MINIMUM TEMPORARY LANE WIDTH ALLOWED WILL BE 10 FEET.
- CONTRACTOR SHALL NOTIFY THE LOCAL AUTHORITIES HAVING JURISDICTION (ENGINEERING, LAW ENFORCEMENT, EMERGENCY SERVICES, SCHOOL BOARD, ETC.) AND THE ENGINEER OF RECORD A MINIMUM OF 24 HOURS IN ADVANCE OF ANY PROPOSED LANE CLOSURES AND/OR DETOURS.
- TEMPORARY REFLECTIVE PAVEMENT MARKERS SHALL BE PROVIDED ON ALL TEMPORARY LANE LINES AND MEDIAN EDGE LINES IN ACCORDANCE WITH FDOT INDEXES.
- ALL TRAFFIC LANES MUST REMAIN OPEN FOR TRAFFIC DURING A HURRICANE EVACUATION NOTICE OR OTHER CATASTROPHIC EVENTS AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION / EVENT AS DIRECTED BY THE ENGINEER OF RECORD OR LOCAL JURISDICTION.
- THE CONTRACTOR SHALL MAINTAIN AND KEEP STREET NAME IDENTIFICATION VISIBLE DURING CONSTRUCTION OPERATIONS IN ORDER TO FACILITATE EMERGENCY VEHICLE TRAFFIC.
- THE CONTRACTOR SHALL PROVIDE AT LEAST THREE (3) DAYS ADVANCE WRITTEN NOTICE TO PROPERTY OWNER'S IMPACTED BY PROPOSED TEMPORARY CLOSURE OR RELOCATION OF EXISTING DRIVEWAYS.

SIGNING AND PAVEMENT MARKING NOTES:

- ALL TRAFFIC CONTROL MARKINGS AND DEVICES SHALL CONFORM TO THE PROVISIONS SET FORTH IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) PREPARED BY THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION (LATEST EDITION) AND THE "FDOT STANDARD PLANS" (LATEST EDITION).
- ALL FLORIDA ROUTE MARKERS MUST CONFORM TO FDOT DESIGN STANDARDS INDEX 700-102.
- PAVEMENT MARKINGS SHALL BE PLACED AS SHOWN IN THE PLANS AND THE APPROPRIATE FDOT DESIGN STANDARDS INDEX. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD IN WRITING.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LENGTH OF COLUMN (POST) SUPPORTS IN THE FIELD PRIOR TO FABRICATION. COLUMN HEIGHTS AND DIMENSION SHALL CONFORM TO FDOT STANDARDS.
- RAISED PAVEMENT MARKERS (RPM'S) SHALL BE INSTALLED PER FDOT INDEX 706-001.
- PAINT ALL MEDIAN NOSES AND RAISED ISLAND NOSES REFLECTIVE WHITE OR REFLECTIVE YELLOW (COLOR INDICATED IN THE PLANS). ABSENCE OF A CALLOUT RELATED TO THIS DETAIL DOES NOT ELIMINATE THIS REQUIREMENT.
- CAUTION MUST BE EXERCISED WHILE RELOCATING EXISTING SIGNS SO AS TO PREVENT DAMAGE TO THE SIGNS. IF THE SIGNS ARE DAMAGED BEYOND USE, AS DETERMINED BY THE ENGINEER OR LOCAL AGENCY HAVING JURISDICTION THEN THEY SHALL BE REPLACED BY THE CONTRACTOR AT THEIR EXPENSE. IF SIGNS ARE IN POOR CONDITION PRIOR TO REMOVAL, THE ENGINEER OF RECORD AND OWNER SHALL BE NOTIFIED IN WRITING AND ADVISED OF ANY POTENTIAL CHANGE ORDER.
- ANY EXISTING SIGN TO REMAIN THAT ARE DISTURBED DURING CONSTRUCTION OR RELOCATED SHALL BE RESET TO CURRENT FDOT STANDARDS FOR HEIGHT, OFFSET, AND METHOD OF INSTALLATION. IF THE EXISTING SIGN CANNOT BE RELOCATED DURING THE CONSTRUCTION IMPROVEMENTS, THE CONTRACTOR SHOULD TAKE CAREFUL PRECAUTION TO STORE AND PROTECT THE EXISTING SIGN UNTIL THE SIGN CAN BE INSTALLED AT ITS FINAL LOCATION. COST OF THIS WORK SHALL BE REFLECTED IN THE BID ITEM FOR RELATED WORK.
- THE SIGN LOCATIONS SHOWN ON THE PLANS ARE SCHEMATIC. ACTUAL SIGNS SHOULD BE INSTALLED IN ACCORDANCE WITH MUTCD PLACEMENT CRITERIA OR AS DIRECTED BY EITHER THE AUTHORITY HAVING JURISDICTION OR THE ENGINEER OF RECORD.
- ALL ROUTE MARKER AUXILIARIES SHALL MATCH THE COLOR COMBINATION OF THE RESPECTIVE MARKER WHICH THEY SUPPLEMENT.
- CONTRACTOR SHALL USE W-SHAPE STEEL POSTS FOR MULTI-POST SIGNS. ALL COLUMNS (POSTS) FOR SINGLE COLUMN SIGNS SHALL BE ALUMINUM ROUND TUBE (UNLESS OTHERWISE NOTED IN THE PLANS OR REQUIRED BY THE LOCAL JURISDICTION).
- ANY EXISTING MULTI-POST AND OVERHEAD SIGNS WITHIN THE PROJECT LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED IN THE PLANS.
- ALL SINGLE COLUMN SIGNS WITHIN THE LIMITS OF CLEARING AND GRUBBING SHALL BE REMOVED UNLESS OTHERWISE NOTED IN THE PLANS.
- THE CONTRACTOR SHALL APPLY THERMOPLASTIC AS THE FINAL ROADWAY TRAFFIC STRIPES AND MARKINGS A MINIMUM OF 14 DAYS AFTER THE FIRST APPLICATION OF PAINT BUT PRIOR TO FINAL ACCEPTANCE OF THE PROJECT. THERMOPLASTIC SHALL BE LEAD-FREE, NON-SOLVENT BASED, COMPLIANT WITH SECTION 711-001 OF THE STANDARD SPECIFICATIONS, AND LISTED ON APL.
- ON CONCRETE SURFACES, INCLUDING BRIDGE DECKS, ALL SKIP STRIPE PAVEMENT MARKINGS SHALL BE ALTERNATE WHITE (THERMOPLASTIC) AND BLACK (PAINT) (10' WHITE/10' BLACK/20' SKIP).
- PARKING LOT STRIPING AND SIGNAGE SHALL CONFORM TO FDOT STANDARDS. REGULAR PARKING SPACE STRIPES SHALL BE 4-INCH WIDE WHITE PAINT (UNLESS OTHERWISE SPECIFIED). HANDICAPPED PARKING SPACES SHALL BE STRIPED IN ACCORDANCE WITH FDOT INDEX 711-001 EXCEPT BLUE PAINTED STRIPE SHALL BE 4-INCH WIDE. STOP BARS, CROSS WALKS, PAVEMENT ARROWS, AND PAVEMENT TEXT SHALL BE WHITE THERMOPLASTIC (UNLESS OTHERWISE SPECIFIED) THERMOPLASTIC SHALL BE LEAD-FREE, NON-SOLVENT BASED, COMPLIANT WITH SECTION 711 OF THE STANDARD SPECIFICATIONS, AND LISTED ON APL. PAINTED PAVEMENT MARKINGS SHALL COMPLY WITH SECTION 710 OF THE STANDARD SPECIFICATIONS, INCLUDE TWO COATS APPLIED 14 DAYS APART, AND BE LISTED ON APL. WHEN STRIPING WITH WHITE ON CONCRETE SURFACES THE CONTRACTOR SHALL APPLY BLACK PAINT FIRST ON THE PAVEMENT PRIOR TO PAINTING WHITE STRIPING.
- ACCESSIBLE PARKING SPACES, CROSSWALKS, STRIPING, AND ARROWS SHALL BE MARKED AND SIGNED IN ACCORDANCE WITH FDOT INDEX 711-001 (UNLESS OTHERWISE NOTED).
- ALL PAVEMENT MARKING TO BE REMOVED SHALL BE PERFORMED BY HYDROBLASTING (UNLESS PROHIBITED BY THE AHJ).

SAFETY NOTES:

- DURING THE CONSTRUCTION AND MAINTENANCE OF THIS PROJECT, ALL SAFETY REGULATIONS ARE TO BE ENFORCED. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE TRAVELING PUBLIC AND THE SAFETY OF HIS/HER PERSONNEL.
- CONTRACTOR SHALL COMPLY WITH ALL OCCUPATION SAFETY AND HEALTH REGULATIONS AS WELL AS THE ENVIRONMENTAL PROTECTION LAWS. LABOR SAFETY REGULATIONS SHALL CONFORM TO THE PROVISIONS SET FORTH BY OSHA IN THE FEDERAL REGISTER OF THE DEPARTMENT OF TRANSPORTATION.
- NEITHER THE ENGINEER OF RECORD NOR OWNER ARE RESPONSIBLE FOR PROJECT SAFETY.
- THE CONTRACTOR'S MAINTENANCE OF TRAFFIC (MOT) PLAN MUST BE PREPARED BY A PROFESSIONAL WITH FDOT ADVANCED MOT CERTIFICATION. THE PLAN MUST THEN BE SUBMITTED AND APPROVED BY APPLICABLE GOVERNING AGENCIES PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES WITHIN OR IMMEDIATELY ADJACENT TO THE EXISTING RIGHT-OF-WAY.
- CONTRACTOR SHALL PROVIDE AND MAINTAIN THEIR OWN SAFETY EQUIPMENT IN ACCORDANCE WITH ITS HEALTH & SAFETY PROGRAM AND ALL OTHER APPLICABLE LEGAL AND HEALTH AND SAFETY REQUIREMENTS. THE CONTRACTOR IS ALSO RESPONSIBLE FOR PROVIDING ITS EMPLOYEES AND SUBCONTRACTORS WITH ADEQUATE INFORMATION AND TRAINING TO ENSURE THAT ALL EMPLOYEES AND SUBCONTRACTORS AND SUBCONTRACTOR'S EMPLOYEES COMPLY WITH ALL APPLICABLE SAFETY CODE REQUIREMENTS.
- ALL EXCAVATIONS BY THE CONTRACTOR SHALL CONFORM TO THE REQUIREMENTS OF THE DEPARTMENT OF LABOR'S OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION RULES AND REGULATIONS AND FLORIDA TRENCH SAFETY ACT.
- THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES AND SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE UTILITY COMPANIES PRIOR TO CONSTRUCTION TO OBTAIN FIELD LOCATIONS OF EXISTING UNDERGROUND UTILITIES. CALL SUNSHINE 811 BEFORE YOU DIG.
- IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS.

36TH AVENUE EASTERN TERMINUS

SEAWALL REPAIR

ST. PETE BEACH, FL

CITY OF ST. PETE BEACH

155 COREY AVENUE

ST.PETE BEACH FL 33706-1839

half

1000 N. ASHLEY DR., SUITE 900
TAMPA, FL 33602
TEL: (813) 624-4900

REVISION	NO.	DATE	DESCRIPTION						

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ALISTAIR S. BRICE90790

NAMEPE LICENSE NO.

12/19/2024

DATE

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TAMPA, FLORIDA USA 33602

FL CA 33380 FL & LC 26000645FL

FIRM OR BUSINESS NO.STATE

PROJECT NO.:	42109.028
ISSUED:	DECEMBER 2024
DRAWN BY:	RJK
CHECKED BY:	KMD
SCALE:	NTS
SHEET TITLE	

GENERAL NOTES

C-03

ELEVATION DATUM INFORMATION

SURVEY INFORMATION PREPARED RELATIVE COORDINATE SYSTEM TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, 1983-2011 ADJUSTMENT. ELEVATIONS SHOWN HEREON ARE BASED UPON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

BENCHMARK #1
SET P.K. NAIL IN CONCRETE WALK
ELEVATION = 1.93' (NAVD 88)

BENCHMARK #2
SET IRON ROD
ELEVATION = 2.24' (NAVD 88)

LEGEND

EXISTING PAVEMENT

EXISTING CONCRETE

EXISTING MANGROVES

EXISTING & PERMITTED SIDEWALK

LEGEND

CONC. CONCRETE

P.K. PARKER KALON NAIL

EL. ELEVATION

P.V.C. POLYVINYL CHLORIDE

SIGN

INV. INVERT

OHU OVERHEAD UTILITY WIRE

METAL BOLLARD WITH REFLECTOR

WATER VALVE

WATER METER

LIGHT POLE

TREE LEGEND

▲ PINE TREE (SIZE AS NOTED)

● PALM TREE (SIZE AS NOTED)

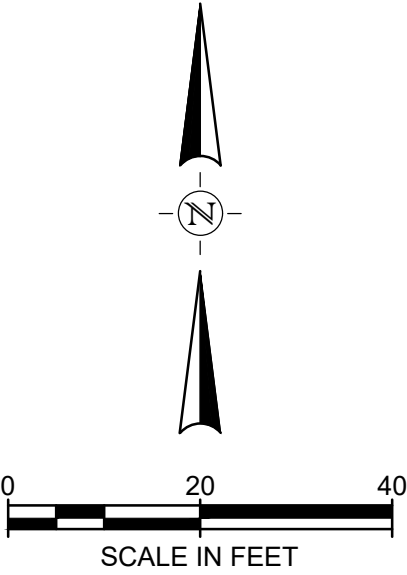
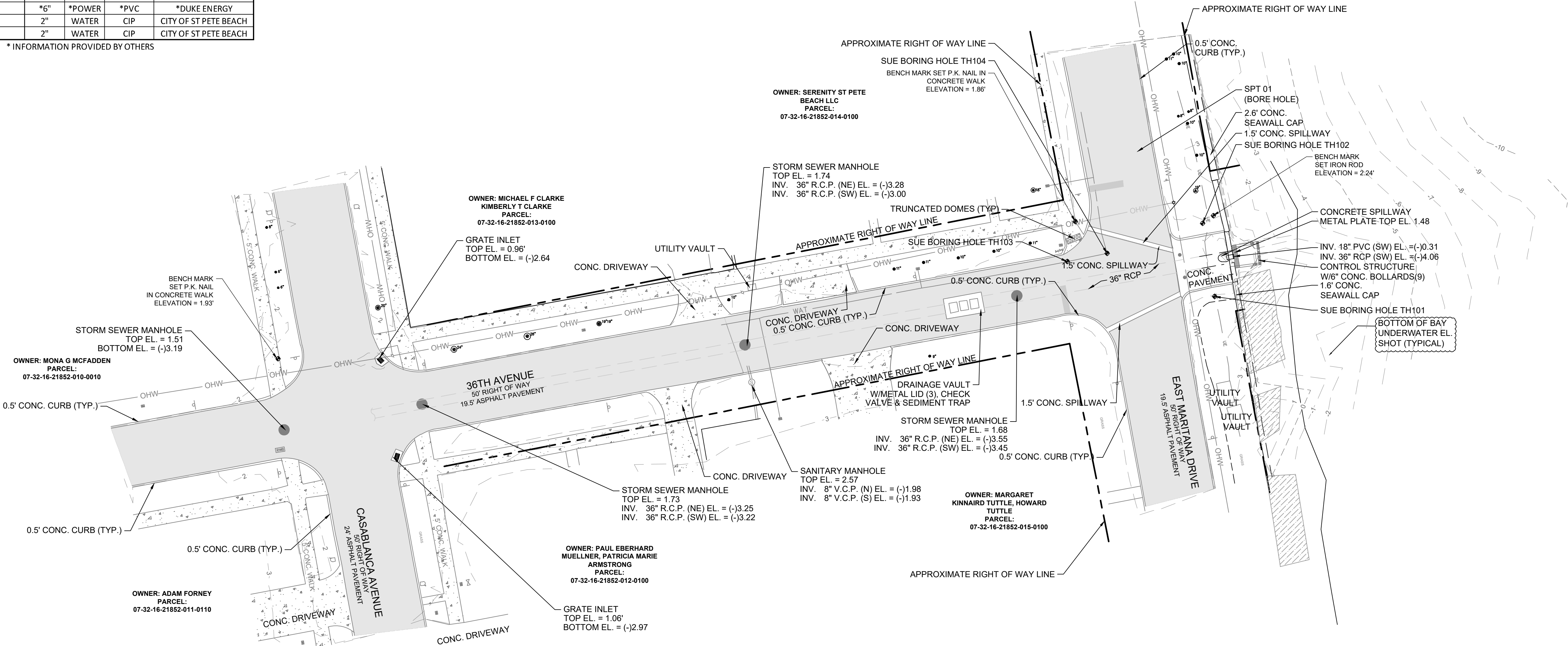
● MELALEUCA TREE (SIZE AS NOTED)

NOTE

1. STORM ELEVATIONS PER SURVEY 06-30-2023
2. UTILITY LOCATIONS PER SURVEY 06-30-2023 AND SUE LEVEL-A 11-15-2023 AND 11-29-2023

SUE TEST HOLE TABLE					
ID	MEASURED DEPTH	SIZE	UTILITY	MATERIAL	OWNERSHIP
TH101	*5.14'	*6"	*POWER	*PVC	*DUKE ENERGY
TH102	*6.00'	*6"	*POWER	*PVC	*DUKE ENERGY
TH103	1.40'	2"	WATER	CIP	CITY OF ST PETE BEACH
TH104	1.55'	2"	WATER	CIP	CITY OF ST PETE BEACH

* INFORMATION PROVIDED BY OTHERS



36TH AVENUE EASTERN TERMINUS

SEAWALL REPAIR

ST. PETE BEACH, FL

CITY OF ST. PETE BEACH

155 COREY AVENUE

ST. PETE BEACH FL 33706-1839



REVISION		DESCRIPTION	
NO.	DATE		

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TAMPA, FLORIDA USA 33602
FL CA 33380 FL & LC 26000645 FL
FIRM OR BUSINESS NO. STATE

PROJECT NO.:	42109.028
ISSUED:	DECEMBER 2024
DRAWN BY:	RJK
CHECKED BY:	KMD
SCALE:	1" = 20'
SHEET TITLE	

EXISTING
CONDITIONS

C-04

SURVEY INFORMATION PREPARED RELATIVE COORDINATE SYSTEM TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, 1983-2011 ADJUSTMENT. ELEVATIONS SHOWN HEREON ARE BASED UPON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

BENCHMARK #2
SET IRON ROD
ELEVATION = 2.24' (NAVD 88)

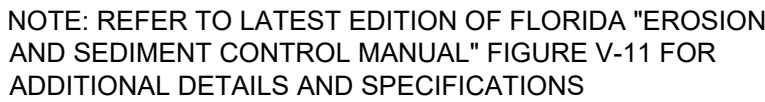
	EXISTING PAVEMENT (TO REMAIN)		EXISTING MANGROVES
	EXISTING CONCRETE (TO BE REMOVED)		EXISTING PAVEMENT (TO BE MILLED, LEVEL, COURSED AND RESURFACED)
	EXISTING CONCRETE SIDEWALK		EXISTING SOD (TO BE REMOVED)
	CONCRETE DRIVEWAY (TO BE REMOVED & REPLACED)		OPEN CUT AREA

CONC.	CONCRETE
P. K.	PARKER KALON NAIL
EL.	ELEVATION
P.V.C.	POLYVINYL CHLORIDE
	SIGN
INV.	INVERT
OHU	OVERHEAD UTILITY WIRE
	METAL BOLLARD WITH REFLECTOR
	WATER VALVE
	WATER METER
	LIGHT POLE

▲ PINE TREE (SIZE AS NOTED)
 ● PALM TREE (SIZE AS NOTED)
 ● MELALEUCA TREE (SIZE AS NOTED)
 ○ TREES TO BE REMOVED (TYP)

1. STORM ELEVATIONS PER SURVEY 06-30-2023
2. UTILITY LOCATIONS PER SURVEY 06-30-2023
AND SUE LEVEL-A 11-15-2023 AND 11-29-2023

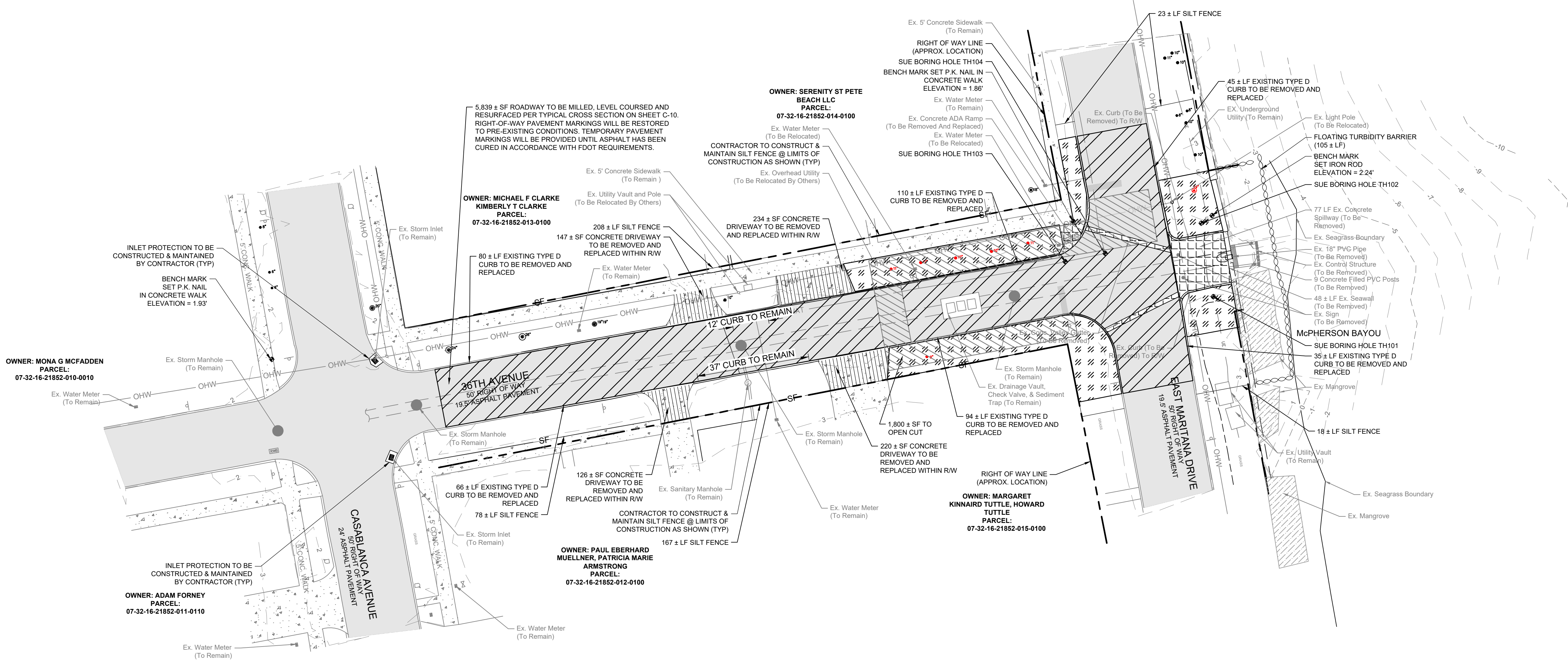
1. THE INSTALLATION OF TEMPORARY EROSION CONTROL BARRIERS SHALL BE COORDINATED WITH THE CONSTRUCTION OF THE PERMANENT EROSION CONTROL FEATURES TO THE EXTENT NECESSARY TO ASSURE ECONOMICAL, EFFECTIVE AND CONTINUOUS CONTROL OF EROSION AND WATER POLLUTION THROUGHOUT THE LIFE OF THE CONSTRUCTION PHASE.
2. THE TYPE OF EROSION CONTROL BARRIERS USED SHALL BE GOVERNED BY THE NATURE OF THE CONSTRUCTION OPERATION AND SOIL TYPE THAT WILL BE EXPOSED. SILTY AND CLAYEY MATERIAL USUALLY REQUIRE SOLID SEDIMENT BARRIERS TO PREVENT TURBID WATER DISCHARGE, WHILE SANDY MATERIAL MAY NEED ONLY SILT SCREENS OR HAY BALES TO PREVENT EROSION. FLOATING TURBIDITY CURTAINS SHALL BE USED IN OPEN WATER SITUATIONS. DIVERSION DITCHES OR SWALES MAY BE REQUIRED TO PREVENT TURBID STORM WATER RUNOFF FROM BEING DISCHARGED TO WETLANDS OR OTHER WATER BODIES. IT MAY BE NECESSARY TO EMPLOY A COMBINATION OF BARRIERS, DITCHES AND OTHER EROSION/TURBIDITY CONTROL MEASURES IF CONDITIONS WARRANT.
3. THE CONTRACTOR SHALL SCHEDULE HIS OPERATIONS SUCH THAT THE AREA OF UNPROTECTED ERODIBLE EARTH EXPOSED AT ANY ONE TIME IS NOT LARGER THAN THE MINIMUM AREA NECESSARY FOR EFFICIENT CONSTRUCTION OPERATIONS, AND THE DURATION OF EXPOSURE, UNCOMPLETED CONSTRUCTION TO THE ELEMENTS SHALL BE AS SHORT AS PRACTICABLE. CLEARING AND GRUBBING SHALL BE SO SCHEDULED AND PERFORMED THAT GRADING OPERATIONS CAN FOLLOW IMMEDIATELY THEREAFTER, AND GRADING OPERATIONS SHALL BE SCHEDULED AND PERFORMED THAT PERMANENT EROSION CONTROL FEATURES CAN FOLLOW IMMEDIATELY THEREAFTER IF CONDITIONS ON THE PROJECT PERMIT.
4. THE CONTRACTOR AND/OR OWNER'S REPRESENTATIVE SHALL PROVIDE ROUTINE MAINTENANCE OF PERMANENT AND TEMPORARY EROSION CONTROL FEATURES UNTIL THE PROJECT IS COMPLETE AND ALL BARE SOILS ARE STABILIZED.
5. ALL GREEN AND/OR DISTURBED AREAS TO BE SODDED/RESODDED WITH LIKE SOD.
6. ANY SOD PLACED ON SLOPES EXCEEDING 3:1 TO BE ANCHORED BY STAKES, NETS, AND/OR ENGINEER'S APPROVED METHOD.
7. REQUIRED TREE BARRICADES AND EROSION CONTROL MUST REMAIN INTACT THROUGHOUT CONSTRUCTION. ENCROACHMENT INTO OR FAILURE TO MAINTAIN THESE BARRICADES WILL RESULT IN ENFORCEMENT ACTION WHICH MAY INCLUDE CITATIONS AND/OR PERMIT REVOCATION AS PROVIDED BY LOCAL JURISDICTION



1. CONTRACTOR SHALL INSTALL EROSION CONTROL DEVICES PRIOR TO ANY OTHER CONSTRUCTION ACTIVITIES. THE DEVICE SHALL BE INSTALLED IN THE LOCATIONS ON THE DRAWINGS AND ANYWHERE ELSE THERE IS A POTENTIAL FOR EROSION AS SEDIMENT TO EXIT THE WORK AREA.
2. CONTRACTOR SHALL INSPECT INSTALLED EROSION CONTROL DEVICE WEEKLY DURING CONSTRUCTION AND AFTER HEAVY RAINS FOR DAMAGE. MAINTENANCE SHALL INCLUDE CLEANING BUILT-UP SEDIMENT BEHIND THE BARRIERS AND/OR REPLACING DAMAGED SECTIONS.
3. THE EROSION CONTROL DEVICE SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL A PERMANENT STAND OF GRASS (OR OTHER PERMANENT STABILIZATION) IS ESTABLISHED.

NTS

ALL TREE ROOTS EXISTING WITHIN APPROVED IMPROVEMENT AREAS AND ORIGINATING FROM A PROTECTED TREE, SHALL BE SEVERED CLEAN AT THE LIMITS OF THE PRESERVED AREA WHERE INDICATED ON APPROVED CONSTRUCTION PLANS. ROOT PRUNING EQUIPMENT SELECTED WILL BE EQUIVALENT TO A DOSKO ROOT CUTTER. CONTACT NATURAL RESOURCES AT (727) 367-2735 TO SCHEDULE A ROOT PRUNING INSPECTION, PREFERABLY THE SAME DAY, PRIOR TO BACKFILLING THE AFFECTED ROOTS.



155 COREY AVENUE
ST.PETE BEACH FL 33706-1839

[illegible]

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NAME	PE LICENSE NO.
12/19/2024	
DATE	

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HALFF ASSOCIATES, INC.
1000 N. ASHLEY DRIVE, SUITE 900
TAMPA, FLORIDA USA 33602

FL CA 33380 FL & LC 260000645	FL
FIRM OR BUSINESS NO.	STATE

PROJECT NO.:	42109.028
ISSUED:	DECEMBER 2024
DRAWN BY:	RJK
CHECKED BY:	KMD
SCALE:	1" = 20'
SHEET TITLE	
DEMOLITION PLAN	

C-05

SURVEY INFORMATION PREPARED RELATIVE COORDINATE SYSTEM TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, 1983-2011 ADJUSTMENT. ELEVATIONS SHOWN HEREON ARE BASED UPON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

<u>BENCHMARK #1</u>	<u>BENCHMARK #2</u>
SET P.K. NAIL IN CONCRETE WALK	SET IRON ROD
ELEVATION = 1.93' (NAVD 88)	ELEVATION = 2.24' (NAVD 88)

	EXISTING PAVEMENT (TO REMAIN)		NATIVE PLANTING AREA
	MILLED, LEVEL COURSED AND RESURFACED		EXISTING MANGROVES
	EXISTING CONCRETE SIDEWALK		SAND AREA
	RIP-RAP		PROPOSED CONCRETE DRIVEWAY/SIDEWALK
			OPEN CUT AREA

PROJECT ADDRESS: 36TH AVENUE AND EAST MARITANA DRIVE

PROJECT AREA: ±0.37 AC

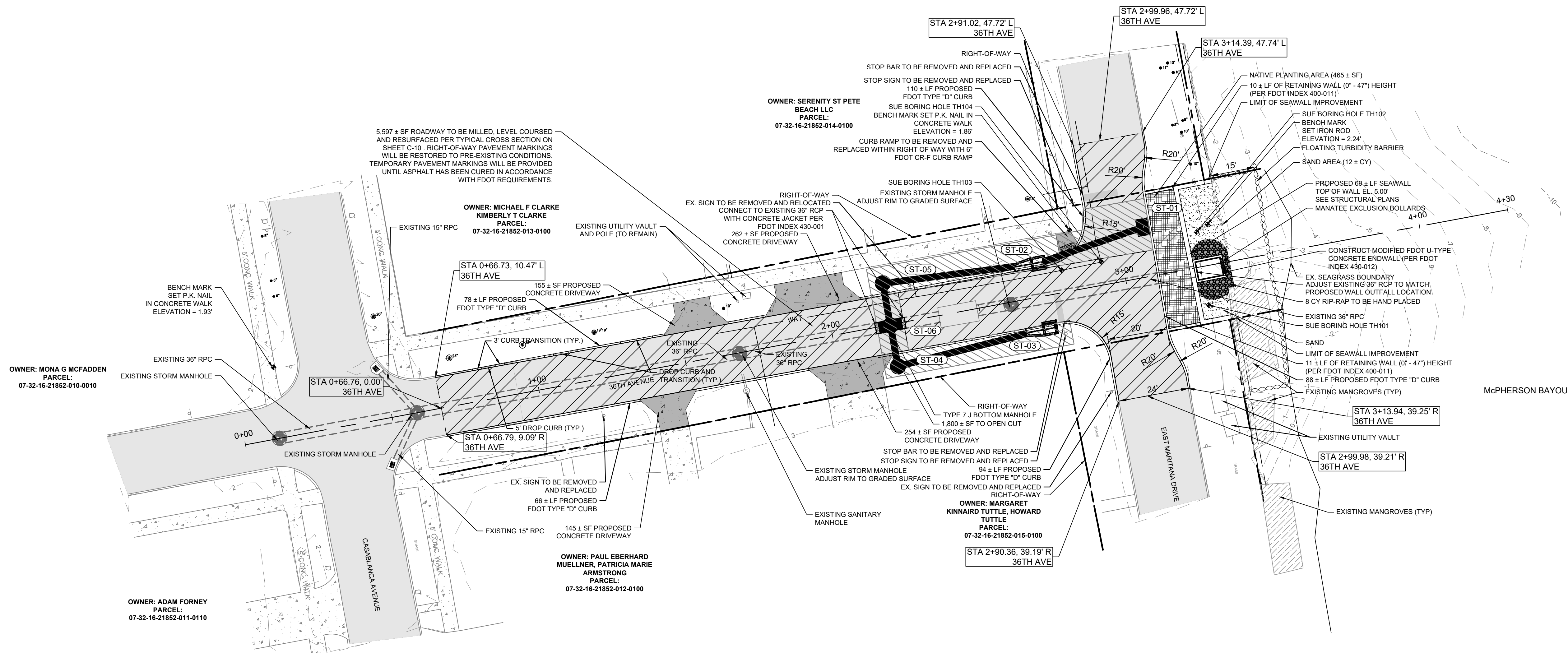
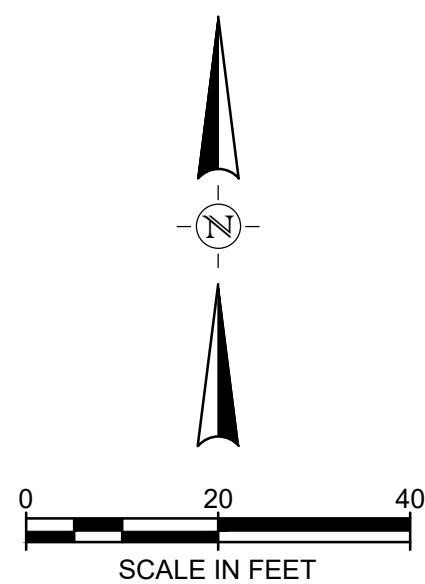
UTILITIES: DRAINAGE - FDOT
ELECTRIC - DUKE ENERGY

OWNER: CITY OF ST. PETE BEACH
155 COREY AVENUE
ST. PETE BEACH, FL 33706
(727) 363-9224

SURVEYOR: DENNIS J. BENHAM
11921 WANDSWORTH DRIVE
TAMPA, FL 33626

ENGINEER: HALFF ASSOCIATES, INC.
1000 N. ASHLEY DRIVE, SUITE 900
TAMPA, FL 33602
(813) 620-4500

EXTENTS OF DEMOLITION FOR PIPE INSTALLATION MAY VARY FROM WHAT IS SHOWN. CONTRACTOR TO ENSURE ALL EXISTING IMPROVEMENTS NOT LABELED AS "TO BE REMOVED" ARE RESTORED AFTER DEMOLITION ACTIVITIES.



36TH AVENUE EASTERN TERMINUS
SEAWALL REPAIR
ST. PETE BEACH, FL

CITY OF ST. PETE BEACH
155 COREY AVENUE
ST. PETE BEACH FL 33706-1899

[illegible]

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FL CA 33380 FL & LC 26000645 FL
FIRM OR BUSINESS NO. STATE

PROJECT NO.:	42109.028
ISSUED:	DECEMBER 2024
DRAWN BY:	RJK
CHECKED BY:	KMD
SCALE:	1" = 20'
SHEET TITLE	

SITE PLAN

C-06

ELEVATION DATUM INFORMATION

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BENCHMARK #1
SET P.K. NAIL IN CONCRETE WALK
ELEVATION = 1.93' (NAVD 88)

BENCHMARK #2
SET IRON ROD
ELEVATION = 2.24' (NAVD 88)

FLOODPLAIN INFORMATION

THIS PROPERTY LIES WITHIN FLOOD ZONE "AE" (EL. 10) AS DEPICTED ON FLOOD INSURANCE RATE MAP NO. 12103C0278H PINELLAS COUNTY, FLORIDA, HAVING AN EFFECTIVE DATE OF AUGUST 24, 2021.

NOTE

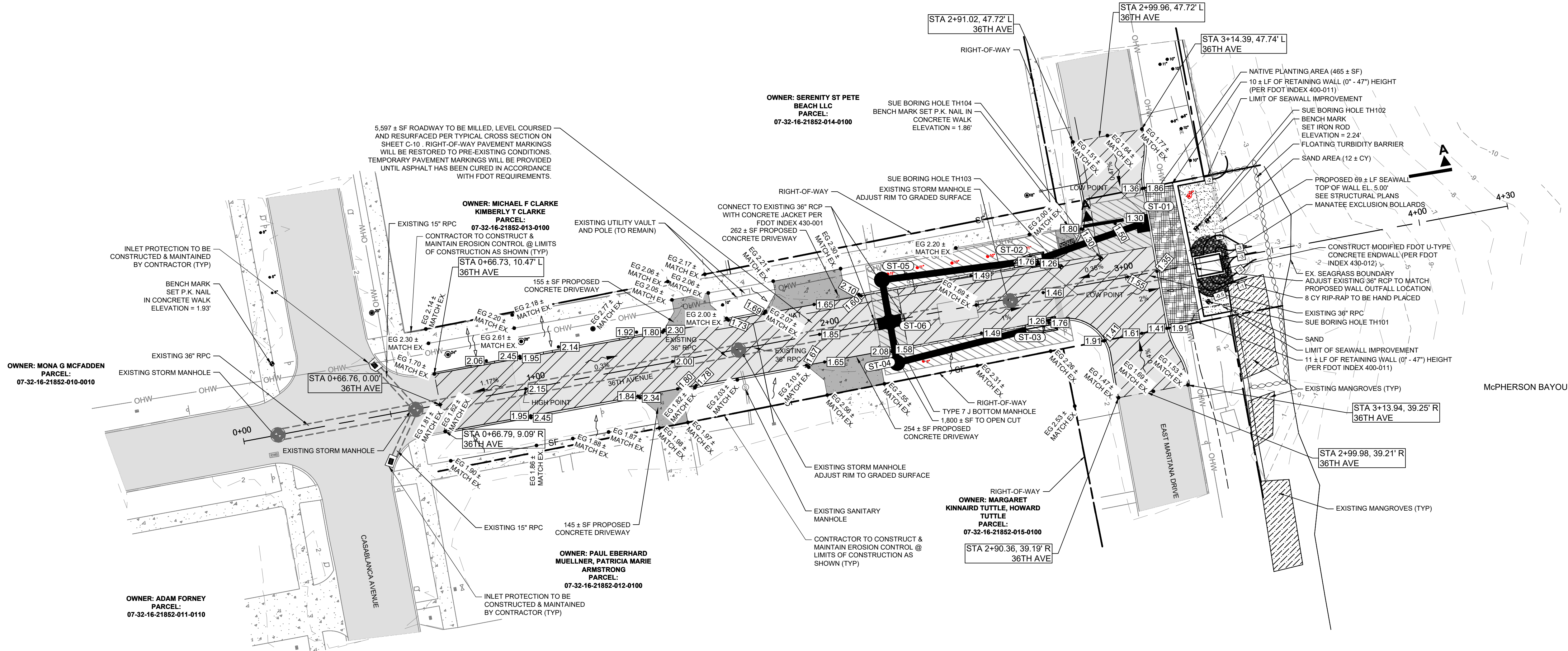
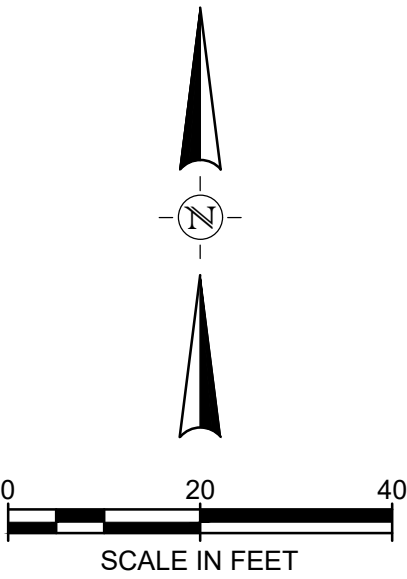
- CONTRACTOR TO ENSURE POSITIVE ROADWAY DRAINAGE TO CURB AND INLETS.
- CONTRACTOR TO PRESERVE EXISTING FDOT TYPE D CURB EXCEPT WHERE NOTED ON SHEET C-05.

TREE LEGEND

- ▲ PINE TREE (SIZE AS NOTED)
- PALM TREE (SIZE AS NOTED)
- MELALEUCA TREE (SIZE AS NOTED)
- TREES TO BE REMOVED (TYP)

LEGEND

- EXISTING PAVEMENT (TO REMAIN)
- MILLED, LEVEL COURSED AND RESURFACED
- EXISTING CONCRETE SIDEWALK
- RIP-RAP
- NATIVE PLANTING AREA
- EXISTING MANGROVES
- SAND AREA
- PROPOSED CONCRETE DRIVEWAY/SIDEWALK
- OPEN CUT AREA



36TH AVENUE EASTERN TERMINUS
SEAWALL REPAIR
ST. PETE BEACH, FL
CITY OF ST. PETE BEACH
155 COREY AVENUE
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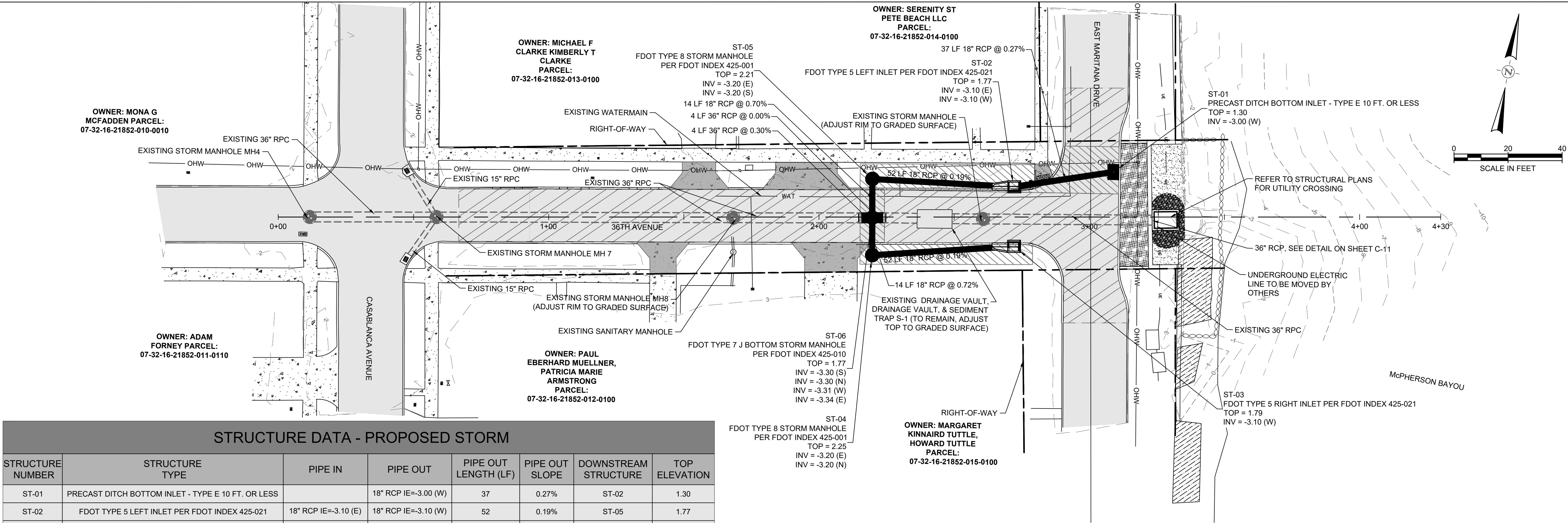


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TAMPA, FLORIDA USA 33602
FL CA 33380 FL & LC 26000645 FL
FIRM OR BUSINESS NO. STATE

PROJECT NO.: 42109.028
ISSUED: DECEMBER 2024
DRAWN BY: RJK
CHECKED BY: KMD
SCALE: 1" = 20'
SHEET TITLE
GRADING PLAN
C-07



STRUCTURE DATA - PROPOSED STORM							
STRUCTURE NUMBER	STRUCTURE TYPE	PIPE IN	PIPE OUT	PIPE OUT LENGTH (LF)	PIPE OUT SLOPE	DOWNSTEAM STRUCTURE	TOP ELEVATION
ST-01	PRECAST DITCH BOTTOM INLET - TYPE E 10 FT. OR LESS		18" RCP IE=-3.00 (W)	37	0.27%	ST-02	1.30
ST-02	FDOT TYPE 5 LEFT INLET PER FDOT INDEX 425-021	18" RCP IE=-3.10 (E)	18" RCP IE=-3.10 (W)	52	0.19%	ST-05	1.77
ST-03	FDOT TYPE 5 RIGHT INLET PER FDOT INDEX 425-021		18" RCP IE=-3.10 (W)	52	0.19%	ST-04	1.79
ST-04	FDOT TYPE 8 STORM MANHOLE PER FDOT INDEX 425-001	18" RCP IE=-3.20 (E)	18" RCP IE=-3.20 (N)	14	0.72%	ST-06	2.25
ST-05	FDOT TYPE 8 STORM MANHOLE PER FDOT INDEX 425-001	18" RCP IE=-3.20 (E)	18" RCP IE=-3.20 (S)	14	0.70%	ST-06	2.21
ST-06	FDOT TYPE 7 J BOTTOM STORM MANHOLE PER FDOT INDEX 425-010	18" RCP IE=-3.30 (S) 18" RCP IE=-3.30 (N) 36" RCP IE=-3.31 (W)	36" RCP IE=-3.34 (E)	4	0.00%		1.77

LEGEND

- EXISTING PAVEMENT (TO REMAIN)

MILLED, LEVEL COURSED AND RESURFACED

EXISTING CONCRETE SIDEWALK

EXISTING CONCRETE DRIVEWAY/SIDEWALK

RIP-RAP
- NATIVE PLANTING AREA

EXISTING MANGROVES

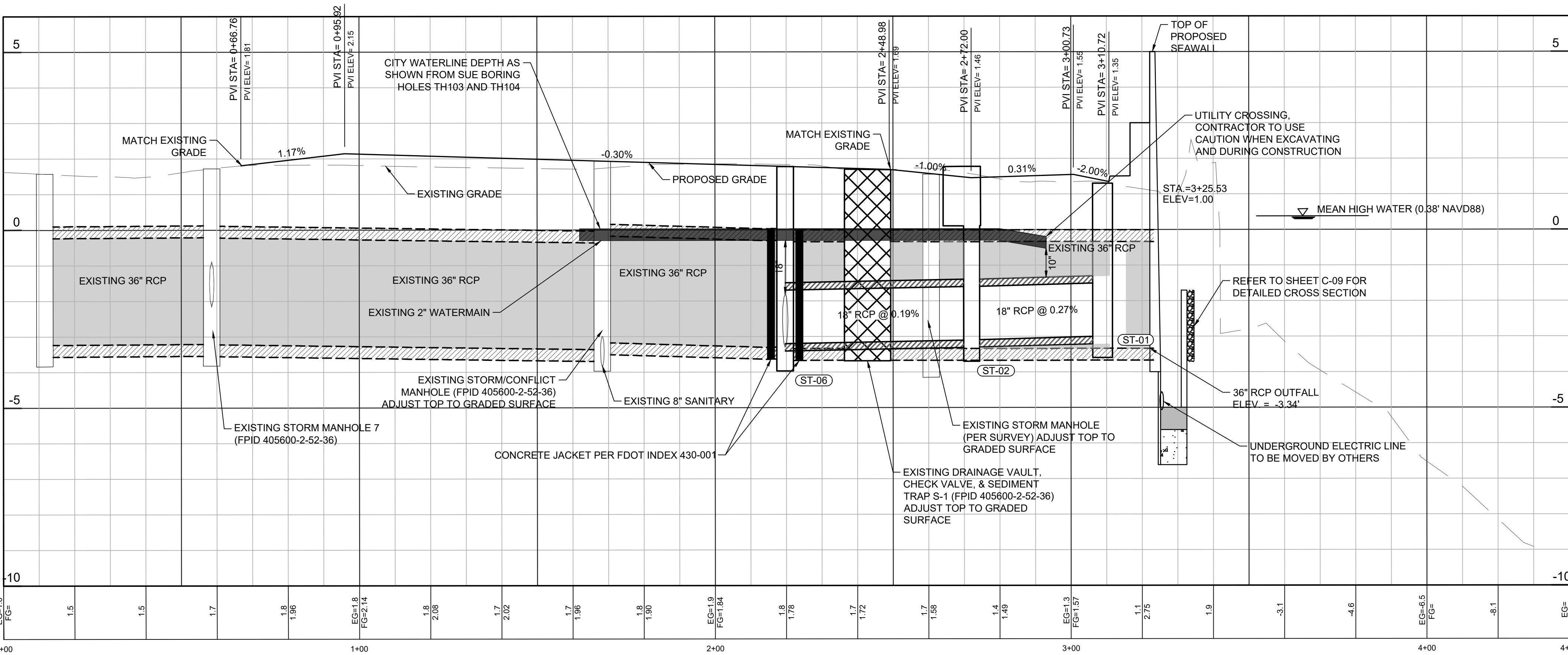
SAND/ NATIVE PLANTING AREA

PROPOSED CONCRETE DRIVEWAY/SIDEWALK

OPEN CUT AREA

NOTE

1. EXISTING STORM INFRASTRUCTURE DATA TAKEN FROM FDOT FPID 405600-2-52-36



36TH AVENUE EASTERN TERMINUS
SEAWALL REPAIR
ST. PETE BEACH, FL
CITY OF ST. PETE BEACH
155 COREY AVENUE
ST. PETE BEACH FL 33706-1839



1000 N. ASHLEY DR., SUITE 900
TAMPA, FL 33602
TEL: (813) 629-4500

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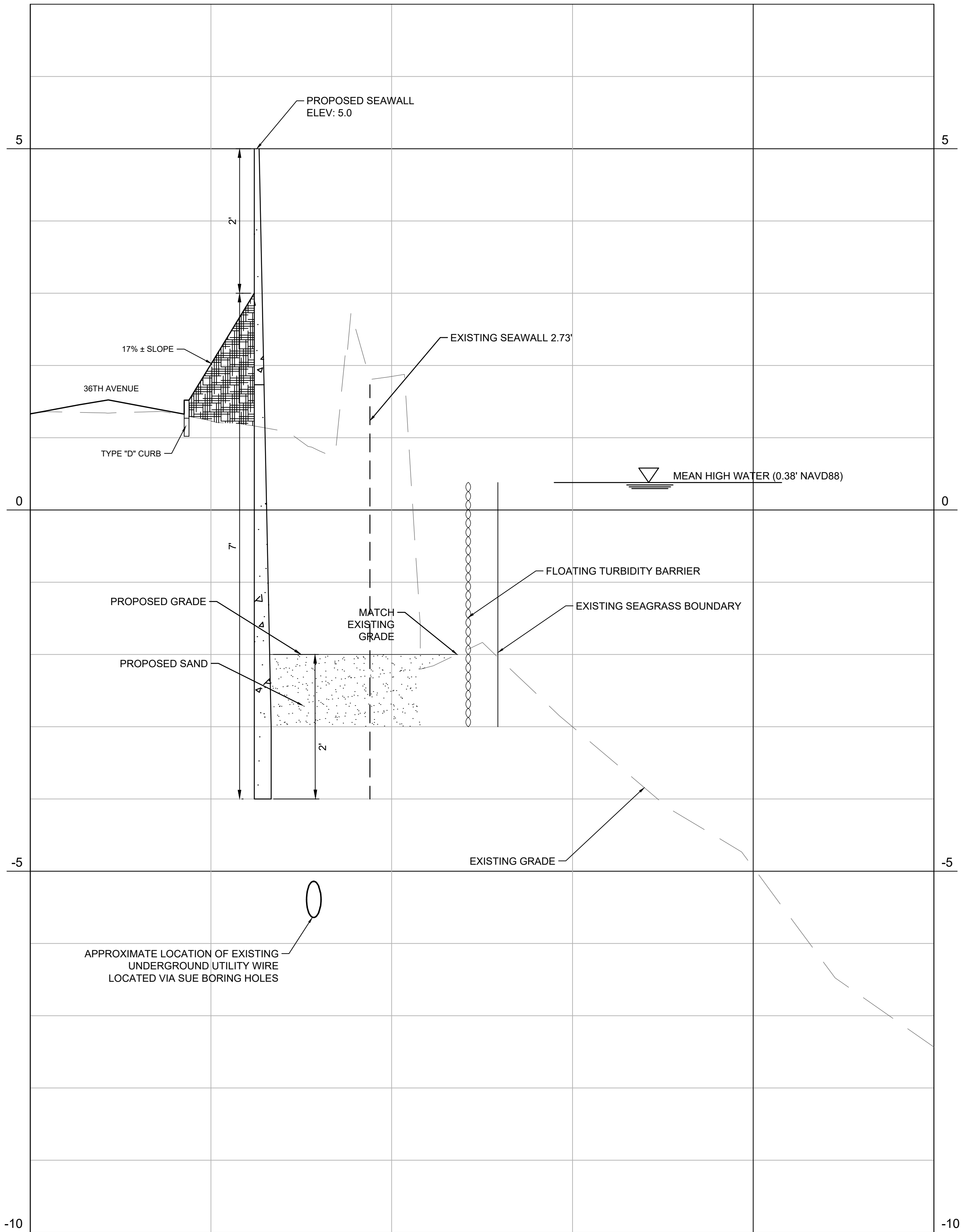
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FIRM OR BUSINESS NO. STATE

PROJECT NO.: 42109.028
ISSUED: DECEMBER 2024
DRAWN BY: RJK
CHECKED BY: KMD
SCALE: 1" = 20'
SHEET TITLE
PLAN &
PROFILE
C-08



SECTION A-A
1" = 10' HORZ.
1" = 1' VERT.

LEGEND

- SEAWALL
- SAND AREA
- NATIVE PLANTING AREA

NOTE

REFER TO SHEET C-07 FOR CROSS SECTION LOCATION

36TH AVENUE EASTERN TERMINUS
SEAWALL REPAIR
ST. PETE BEACH, FL

CITY OF ST. PETE BEACH
155 COREY AVENUE
ST. PETE BEACH FL 33706-1839

12470 TELECOM DR., SUITE 100E
TAMPA, FL 33613
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REVISION		DESCRIPTION
NO.	DATE	



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12/19/2024
DATE

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1000 N. ASHLEY DRIVE, SUITE 900
TAMPA, FLORIDA USA 33602
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FIRM OR BUSINESS NO.STATE

PROJECT NO.:	42109.028
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SHEET TITLE

CROSS SECTIONS

C-09

FILE NAME: A:\42000s\42109\028\LD\CADD\DC-PLAN-DTL-LS-42109_028.dwg DATE: December 19, 2024, TIME: 10:20 AM, USER: ah4948 AVO: 42109.028

PAVING & GRADING NOTES

- A.

ALL DELETERIOUS SUBSURFACE MATERIAL (I.E. MUCK, PEAT, BURIED DEBRIS) IS TO BE EXCAVATED IN ACCORDANCE WITH THESE PLANS OR AS DIRECTED BY THE OWNER, THE OWNER'S ENGINEER, OR OWNER'S SOIL TESTING COMPANY. DELETERIOUS MATERIAL IS TO BE STOCKPILED OR REMOVED FROM THE SITE AS DIRECTED BY THE OWNER. EXCAVATED AREAS TO BE BACK FILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ANY PERMITS THAT ARE NECESSARY FOR REMOVING DELETERIOUS MATERIAL FROM THE SITE. ENGINEER SHALL BE NOTIFIED OF ANY MATERIAL ENCOUNTERED.

B.

THE CONTRACTOR SHALL NOT SOCK PILE ANY DEBRIS, AND SOIL NEAR THE PROTECTIVE WETLAND AREAS OR PROTECTED TREES. THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER REGARDING THE TEMPORARY STOCKPILE LOCATIONS FOR APPROVAL.

C.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING TRENCH EXCAVATIONS AGAINST COLLAPSE AND SHALL PROVIDE BRACING, SHEETING OR SHORING AS NECESSARY. DEWATERING METHODS SHALL BE USED AS REQUIRED TO KEEP TRENCHES DRY WHILE PIPE AND APPURTENANCES ARE BEING PLACED.

D.

ALL NECESSARY FILL AND EMBANKMENT THAT IS PLACED DURING CONSTRUCTION SHALL CONSIST OF MATERIAL SPECIFIED BY THE OWNER'S SOIL TESTING COMPANY OR ENGINEER AND SHALL BE PLACED AND COMPACTED ACCORDING TO THESE PLANS OR THE REFERENCED SOILS REPORT. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION ACTIVITIES, WHICH INCLUDE BUT ARE NOT LIMITED TO EARTHWORK ACTIVITIES, SUB GRADE PREPARATION, ETC. CONFORM TO THE GEOTECHNICAL REPORT.

E.

THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER OF RECORD IMMEDIATELY IF UNSUITABLE SOIL IS ENCOUNTERED DURING EXCAVATION. UNSUITABLE SOIL SHALL NOT BE USED ON-SITE WITHOUT WRITTEN CONSENT FROM THE OWNER AND ENGINEER OF RECORD.

F.

CONTRACTOR IS TO PROVIDE EROSION CONTROL AND SEDIMENTATION BARRIERS IN ACCORDANCE WITH THE APPROVED EROSION CONTROL PLAN. ADDITIONAL EFFORTS MAY BECOME NECESSARY AS A RESULT OF THE MEANS AND METHODS OF CONSTRUCTION IN ORDER TO PREVENT SILTATION OF ADJACENT PROPERTY, STREETS, STORM SEWERS AND WATERWAYS. IF, IN THE OPINION OF THE ENGINEER OR LOCAL AUTHORITIES, EXCESSIVE QUANTITIES OF EARTH ARE BEING TRANSPORTED OFF-SITE EITHER BY NATURAL DRAINAGE OR BY VEHICULAR TRAFFIC, THE CONTRACTOR IS TO REMOVE SAID EARTH TO THE SATISFACTION OF THE ENGINEER OF RECORD AND THE LOCAL AUTHORITIES.

G.

THE CONTRACTOR SHALL CONSTRUCT A TEMPORARY GRAVEL DRIVEWAY ENTRANCE IN ACCORDANCE WITH FDEP REQUIREMENTS FOR EROSION CONTROL AND IN ACCORDANCE WITH FDOT ROAD AND BRIDGE SPECIFICATION MANUAL. THE TEMPORARY CONSTRUCTION ENTRANCE SHALL BE NO LESS THAN 18'X 60'X 8" AND MAY BE LARGER DEPENDING ON THE AREA OF THE PROJECT, THE SIZE AND AMOUNT OF TRUCK TRAFFIC OR AS DIRECTED BY THE LOCAL GOVERNING AGENCY OR AS INDICATED ON THESE CONSTRUCTION PLANS OR THE APPROVED EROSION CONTROL PLAN.

H.

IF WIND EROSION BECOMES SIGNIFICANT DURING CONSTRUCTION, THE CONTRACTOR SHALL STABILIZE THE AFFECTED AREA USING WATER BY: WATER TANK TRUCK (SPRINKLING), IRRIGATION OR OTHER ACCEPTABLE MEANS OR METHODS.

I.

REFER TO EROSION CONTROL NOTES AND EROSION CONTROL FENCING DETAIL FOR ADDITIONAL INFORMATION.

J.

REFER TO THE LATEST EDITION OF F.D.O.T. DESIGN STANDARDS FOR ADDITIONAL DETAILS AND SPECIFICATIONS. ANY REFERENCE TO "FDOT", "FDOT INDEX" OR "STANDARD INDEX" INCLUDED IN THIS PLAN SET REFERS TO THIS MANUAL.

K.

ALL MATERIALS SHALL CONFORM TO FDOT STANDARDS

L.

PROPOSED SPOT ELEVATIONS REPRESENT FINISHED PAVEMENT OR GROUND SURFACE GRADE UNLESS OTHERWISE NOTED ON DRAWINGS.

M.

CONTRACTOR SHALL PROVIDE A SMOOTH PAVEMENT TRANSITION BY SAW CUTTING AND REMOVING EXISTING PAVEMENT, MILLING, TACK COATING SURFACE AND MATCHING THE EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT MEETS EXISTING PAVEMENT. TRANSITION SHALL NOT BE LESS THAN 36" OR AS OTHERWISE SHOWN ON THE CONSTRUCTION PLANS OR REQUIRED BY LOCAL AGENCY.

N.

THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE SOILS AND PAVEMENT BASE TESTING. CONTRACTOR SHALL REVIEW AND SUBMIT TESTING REPORTS TO OWNER'S ENGINEER ON A WEEKLY BASIS. TESTS WILL BE REQUIRED PURSUANT WITH THE TESTING SCHEDULE REQUIRED BY THE GOVERNMENTAL AGENCY HAVING JURISDICTION OVER THIS WORK. UPON THE COMPLETION OF THIS WORK THE GEOTECHNICAL ENGINEER WILL SUBMIT CERTIFICATIONS TO THE OWNER'S ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MET. CONTRACTOR IS RESPONSIBLE FOR IMMEDIATELY CORRECTING ANY DEFICIENCIES FOUND BY THE TESTING.

O.

A QUALIFIED TESTING LABORATORY SELECTED OR APPROVED BY THE OWNER SHALL PERFORM ALL TESTING NECESSARY TO ASSURE COMPLIANCE OF THE IN PLACE MATERIALS AS REQUIRED BY THESE PLANS, SPECIFICATIONS AND THE VARIOUS AGENCIES. SHOULD ANY RETESTING BE REQUIRED DUE TO THE FAILURE OF ANY TESTS TO MEET THE MINIMUM REQUIREMENTS, THE CONTRACTOR SHALL BEAR ALL COSTS OF SAID RETESTING.

P.

MIXING IN PLACE OF SOIL CEMENT WILL NOT BE ALLOWED.

Q.

CONTRACTOR SHALL FINISH ALL EXPOSED BACK OF CURB FOR SURFACE IMPERFECTION (PITTED HOLES OR CREVICES).

R.

COMPACTED SUB-GRADE SHALL BE MECHANICALLY MIXED FOR STABILIZATION TO THE SPECIFIED DEPTH PRIOR TO GRADING, COMPACTION AND TESTING.

S.

CONTRACTOR TO PROVIDE A 1/2" TO 1" WIDE BITUMINOUS EXPANSION JOINT MATERIAL BETWEEN ANY CONCRETE OR SIMILAR SURFACES POURED OR PLACED DURING SEPARATE OCCURRENCES. THE EXPANSION JOINT MATERIAL MUST MATCH THE HEIGHT OR DEPTH OF THE SIDEWALK OR PAVEMENT CROSS SECTION.

T.

AN APPROVED PAVEMENT SEALER SHALL BE USED AT ABUTMENT OF CONCRETE WITH OTHER RELATED MATERIALS (CURB, BRICK, BLOCK, ETC.) OR AS DIRECTED BY THE ENGINEER OF RECORD.

U.

THE CONTRACTOR WILL STABILIZE ALL DISTURBED GROUND BY SEEDING/MULCHING, SOD OR OTHER APPROVED MATERIALS. SODDING AREAS SHALL BE AS INDICATED ON THE CONSTRUCTION PLANS AND/OR SPECIFICATIONS OR AS DIRECTED BY OWNER DURING BIDDING PROCESS. REFER TO "SODDING NOTES" FOR ADDITIONAL DETAILS. ANY DISTURBED AREAS SHALL BE ADDRESSED WITHIN ONE WEEK (OR SOONER) FOLLOWING CONSTRUCTION OF THE UNDERLYING ACTIVITY. THE CONTRACTOR SHALL MAINTAIN SUCH AREAS BY REPAIRING AND WATERING SOD OR SEEDED AREAS UNTIL THE AREA IS STABLE AND EROSION FREE.

V.

LIMITS OF SOD WITHIN STORMWATER PONDS SHALL BE WATER LEVEL AT TIME OF SODDING OR 2-FOOT BELOW THE DESIGN SEASONAL HIGH WATER LEVEL (SHW) AS SHOWN ON THE PLANS, WHICHEVER IS LOWER.

W.

THE CONTRACTOR SHALL TAKE MEASURES TO PREVENT EROSION OF THE POND BANKS AND OTHER DISTURBED AREAS. ANY DAMAGE FROM FAILURE TO ADEQUATELY STABILIZE, PROTECT OR MAINTAIN THESE AREAS SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE ENGINEER OF RECORD NOR THE OWNER ARE RESPONSIBLE FOR THE MEANS AND METHODS OF ADEQUATELY STABILIZING THE PROJECT.

X.

THE CONTRACTOR SHALL NOT ALTER THE EXISTING HISTORICAL DRAINAGE PATTERNS IN REGARDS TO THE EXISTING PAVING CROSS SECTIONS, SIDEWALKS AND GRASS SWALES ON OR ADJACENT TO THE PROJECT UNLESS OTHERWISE DEPICTED ON THE CONSTRUCTION PLANS.
- DRAINAGE NOTES
- A.

STANDARD INDEXES REFER TO THE LATEST EDITION OF FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS" aka "DESIGN STANDARDS" AND/OR "FDOT INDEX". REFER TO THIS MANUAL FOR ADDITIONAL DETAILS AND INFORMATION NOT SHOWN OR REFERENCED ON THESE PLANS.

B.

ALL STORM SEWER PIPE SHALL BE CLASS III (ASTM C-76) UNLESS OTHERWISE NOTED ON PLANS.

C.

ALL DRAINAGE STRUCTURES SHALL BE IN ACCORDANCE WITH FDOT INDEX UNLESS OTHERWISE NOTED ON PLANS. STRUCTURE BOTTOM SIZES SHALL BE ADJUSTED OR MODIFIED PER FDOT INDEX WHEN LARGER PIPES ARE INDICATED.

D.

STORM STRUCTURES MAY NOT INDICATE THE NEED FOR SPECIALTY SIZING (I.E. J BOTTOMS). IT IS THE CONTRACTOR AND PRE-CASTERS RESPONSIBILITY TO PROVIDE ADEQUATE STRUCTURES MEETING THE APPLICABLE REQUIREMENTS AND SHALL BE INCLUDED IN THE BID.

E.

ALTERNATIVE DRAINAGE PIPE MATERIALS AND SUBSTITUTIONS MUST BE LISTED AS A BID ALTERNATE MATERIAL DURING THE INITIAL BIDDING PHASE FOR CONSIDERATION. SUBSTITUTION OF PIPE MATERIALS DURING THE CONSTRUCTION PHASE IS NOT PERMISSIBLE WITHOUT SPECIFIC WRITTEN APPROVAL FROM THE ENGINEER OF RECORD AND OWNER. THE USE OF PLASTIC STORMWATER PIPE MATERIALS (PVC, HDPE, ETC) SHALL REQUIRE THE USE OF WATERTIGHT BOOTED CONNECTIONS AT ALL STORMWATER STRUCTURES. NO GROUTING OF STRUCTURE OPENINGS WILL BE PERMITTED WHEN USING FLEXIBLE PIPE MATERIALS.

F.

PIPE LENGTHS SHOWN ARE APPROXIMATE AND MEASURED TO CENTER OF DRAINAGE STRUCTURE WITH THE EXCEPTION OF MITERED END SECTION (MES) AND FLARED END SECTION (FES) WHICH ARE NOT INCLUDED IN LENGTHS. THE CONTRACTOR SHALL VERIFY ALL QUANTITIES AS SHOWN ON THE PLANS OR BID SCHEDULE (IF PROVIDED BY OWNER) PRIOR TO FINALIZING THEIR SUBMITTAL OF BIDS/PROPOSAL, AND INFORM THE ENGINEER OF ANY DISCREPANCIES.

G.

ALL STORM DRAINAGE PIPING SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S ENGINEER OR ENGINEER'S REPRESENTATIVE PRIOR TO THE PLACEMENT OF BACK FILL.

H.

THE CONTRACTOR MUST PROVIDE CCTV VIDEO (IN DVD FORMAT) OF THE NEWLY CONSTRUCTED STORMWATER PIPELINE FOR REVIEW AND ACCEPTANCE. THE CONTRACTOR SHALL PROVIDE AT LEAST 48 HOURS NOTIFICATION TO THE ENGINEER AND TO THE APPLICABLE AGENCIES TO SCHEDULE INSPECTIONS. PRIOR TO SUBMITTING VIDEOS TO THE ENGINEER FOR REVIEW, THE CONTRACTOR SHALL REVIEW THE VIDEOS FIRST FOR DISCREPANCIES AND FOR COMPLETENESS TO MAKE SURE THAT ALL PIPELINE SECTIONS ARE INCLUDED.

I.

THE CONTRACTOR SHALL PROVIDE EROSION CONTROL TO MAINTAIN AND PROTECT THE STORM DRAINAGE SYSTEM FROM MUD, DIRT, DEBRIS, ETC. THE SYSTEM SHALL BE PROTECTED UNTIL THE ADJACENT LAND AREAS ARE DEEMED STABLE AND WRITTEN FINAL ACCEPTANCE OF THE PROJECT HAS BEEN PROVIDED. THE CONTRACTOR MAY BE REQUIRED TO PRESSURE CLEAN PIPES AND INLETS FOR THESE PURPOSES.

J.

ALL FDOT DITCH BOTTOM INLETS IN THE PROPOSED PAVEMENT AREAS AND WITHIN THE DESIGNATED EASEMENTS OR PUBLIC ROW SHALL BE MODIFIED FOR TRAFFIC BEARING WITH HOT DIPPED GALVANIZED STEEL GRATES AND METAL ANGLE FRAMES SUPPORT FOR GRATES. ANGLE FRAME SHALL BE PART OF THE PRECAST CONCRETE STRUCTURES, INDICATED ON THE SHOP DRAWINGS AND THE PRECAST SHALL BE ACCORDANCE WITH FDOT SPECIFICATIONS.

K.

ALL DRAINAGE STRUCTURE STEEL GRATES AND COVERS TO BE TRAFFIC RATED FOR A MINIMUM H-20 LOADING.

L.

ALL MITERED END SECTIONS FOR SIDE DRAIN PIPES AT DRIVEWAY ENTRANCES ON COUNTY OR FDOT ROADWAYS MUST BE CONSTRUCTED WITH A CONCRETE TOE FOUNDATION IN ACCORDANCE WITH FDOT INDEX 273.

M.

NO POND/LAKE EXCAVATION (FOR ANY PURPOSE) SHALL EXTEND BEYOND OR BELOW THE PERMITTED DESIGN DEPTHS/ELEVATIONS SHOWN ON THE DRAWINGS. NO LOWER SEMI-CONFINING UNIT CLAYEY MATERIALS AND NO WEATHERED LIMESTONE MATERIALS SHALL BE EXCAVATED, REGARDLESS IF THESE MATERIALS ARE ENCOUNTERED WITHIN THE PERMITTED EXCAVATION DEPTHS/ELEVATIONS SHOWN ON THE PLANS. TEMPORARY DEWATERING DITCHES OR SUMPS (FOR POND/LAKE EXCAVATION) SHALL NOT EXTEND BELOW THE PERMITTED DESIGN DEPTHS/ELEVATIONS SHOWN ON THE DRAWINGS. IF ANY LOWER SEMI-CONFINING UNIT CLAYEY MATERIALS OR WEATHERED LIMESTONE MATERIALS ARE ENCOUNTERED ABOVE THE PERMITTED EXCAVATION DEPTHS/ELEVATIONS, THEN EXCAVATION OPERATIONS IN THAT POND/LAKE AREA SHALL IMMEDIATELY CEASE IN THE GENERAL AREA, AND THE GEOTECHNICAL CONSULTANT AND ENGINEER OF RECORD SHALL BE NOTIFIED TO PROVIDE SUBSEQUENT EVALUATIONS / RECOMMENDATIONS, AS APPROPRIATE, WHICH SHALL BE IMPLEMENTED BY THE CONTRACTOR. EPC (OR FDEP) MUST BE CONTACTED PRIOR TO ANY EXCAVATION OF CLAYS OR EXCEEDING THE PERMITTED EXCAVATION DEPTH.

STRUCTURAL FILL UNDER SUBGRADE NOTES

1.

STRUCTURAL FILL UNDER SUBGRADE SHALL BE COMPACTED TO A UNIFORM DENSITY OF NO LESS THAN 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY PER ASTM D-1557 IN LIFTS NOT EXCEEDING 12".

2.

IF EXISTING SUBGRADE CANNOT OBTAIN LBR 40, MIXING MAY BE REQUIRED.

3.

MODIFICATIONS TO THE PAVEMENT SECTION MUST BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION

4.

ASPHALT MIX DESIGN MUST MEET CURRENT FDOT ROAD AND BRIDGE SPECIFICATIONS

NOTE
TYPE D CURB TO BE CONSTRUCTED IN
ACCORDANCE WITH FDOT INDEX 520-001

CURB DETAIL
NTS

NOTE
M.E. LOCATION VARIES IN RELATION TO
THE ROW AS SHOWN IN THE PLANS

PLAN
PROPOSED DRIVEWAY
REPLACEMENT DETAIL
NTS

TYPICAL CROSS SECTION
NTS

NOTES:

1. MILLING AND RESURFACING LIMITS: 3'-0" FOR RESIDENTIAL ROADWAYS; 25'-0" FOR ALL OTHER TYPES OF ROADWAYS. SHALL INCLUDE ENTIRE LANE WIDTH.

2. BACKFILL FOR TRENCH SHALL BE PLACED IN 8" COMPACTED LAYERS TO 100% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99. (EXCAVATABLE FLOWABLE FILL OPTION IS SUBJECT TO COUNTY ENGINEER'S APPROVAL). TEST REPORTS ARE REQUIRED AND SHALL BE SUBMITTED TO PINELLAS COUNTY.

3. BASE MATERIAL SHALL BE LIME ROCK OR CRUSHED CONCRETE (MIN. LBR 100) AND SHALL BE PLACED IN 6" COMPACTED LAYERS TO 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180 (MODIFIED) (TEST REPORTS ARE REQUIRED AND SHALL BE SUBMITTED TO PINELLAS COUNTY).

4. AS AN ALTERNATIVE TO COMPACTED BASE AND IN KEY AREAS, FULL-LIFT ASPHALTIC CONCRETE, FINE TRAFFIC LEVEL C TYPES SP-9.5 OR 12.5, SHALL BE PLACED IN 8" COMPACTED LAYERS WITH A MINIMUM THICKNESS EQUAL TO THE EXISTING BASE (6" MIN.).

5. ASPHALTIC CONCRETE PAVEMENT JOINTS SHALL BE SAW-CUT AND ALL SURFACES TACK COATED.

6. ASPHALT SURFACE SHALL BE CONSISTENT WITH EXISTING GRADE, IN ACCORDANCE WITH PINELLAS COUNTY SPECIFICATIONS. THE FOLLOWING ROADWAY CLASSIFICATION TYPE/THICKNESS ARE REQUIRED: ARTERIAL-5" MIN. TYPE SP-12.5 FINE TRAFFIC LEVEL "C", COLLECTOR-2" MIN. TYPE SP-12.5 FINE TRAFFIC LEVEL "C", RESIDENTIAL-1/2" MIN. TYPE SP-9.5 TRAFFIC LEVEL "C" (TEST REPORTS ARE REQUIRED AND SHALL BE SUBMITTED TO PINELLAS COUNTY).

7. OVERLAY OF CONSTRUCTION SCARS TO PAVEMENT AND TRENCH SHALL BE REQUIRED AS DIRECTED BY THE COUNTY ENGINEER.

8. EXCAVATION SHALL COMPLY WITH THE TRENCH SAFETY ACT REQUIREMENTS.

9. INSTALL DEW COMPACTABLE MATERIAL AROUND THE PIPE.

10. ALL MATERIAL, WORK AND TESTING SHALL MEET PINELLAS COUNTY STANDARD SPECIFICATIONS.

11. CONTRACTOR SHALL RESTORE PAVEMENT TO MATCH THE GRADES THAT EXISTED PRIOR TO CONSTRUCTION. ANY ADDITIONAL SURVEY NECESSARY TO ENSURE THAT THIS REQUIREMENT IS MET SHALL BE PERFORMED AT THE CONTRACTOR'S EXPENSE.

ASPHALT PAVEMENT REPLACEMENT
SEE NOTE #6

BASE 2.0 TIMES
EXISTING BASE (12" MIN.)
SEE NOTES #3 & #4

PROPOSED PAVEMENT
SHALL MATCH EXISTING
(SEE NOTES #5 & #6)

EXISTING PAVEMENT

SEE NOTE #1

SEE NOTE #1

2'

TRENCH BACKFILL
(SEE NOTE #2)

VARIES

VARIES

1' (TYP)

THOROUGHLY COMPACT BEDDING
6" (MIN.) UNDER PIPE - USE
OF #57 CRUSHED STONE AS
DETERMINED BY THE COUNTY
ENGINEER

PINELLAS COUNTY

PAVEMENT CUTS, EXCAVATION AND
RESTORATION

DETAIL INDEX I.D.:
1291

DATE:
FEB/2016

TYPE & FORWARDED P.E.
FORWARD: *[Signature]*

REVISION:
6

36TH AVENUE EASTERN TERMINUS

SEAWALL REPAIR

ST. PETE BEACH, FL

CITY OF ST. PETE BEACH

155 COREY AVENUE

ST. PETE BEACH FL 33706-1839

half

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90790

NAME

PE LICENSE NO.

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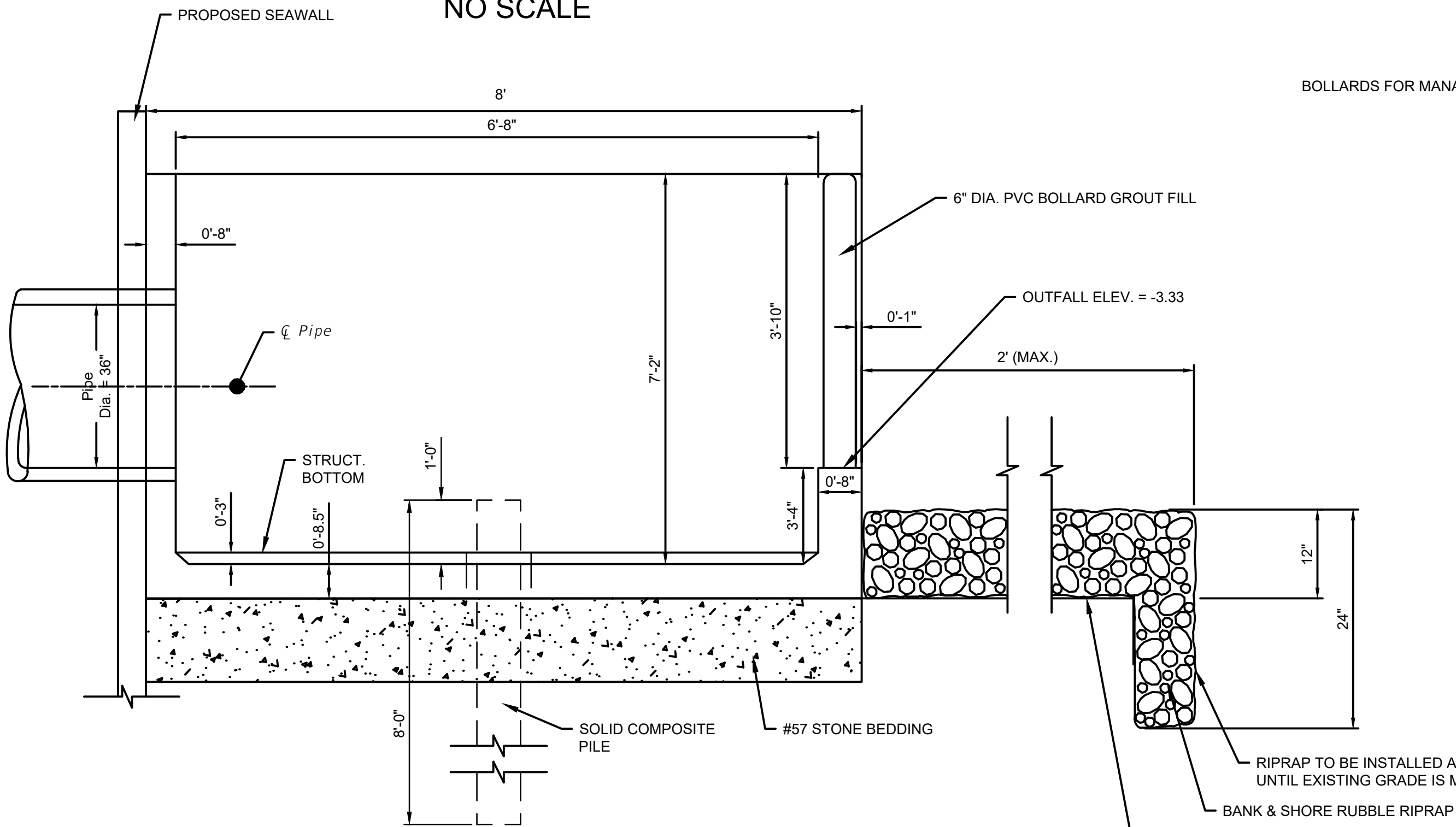
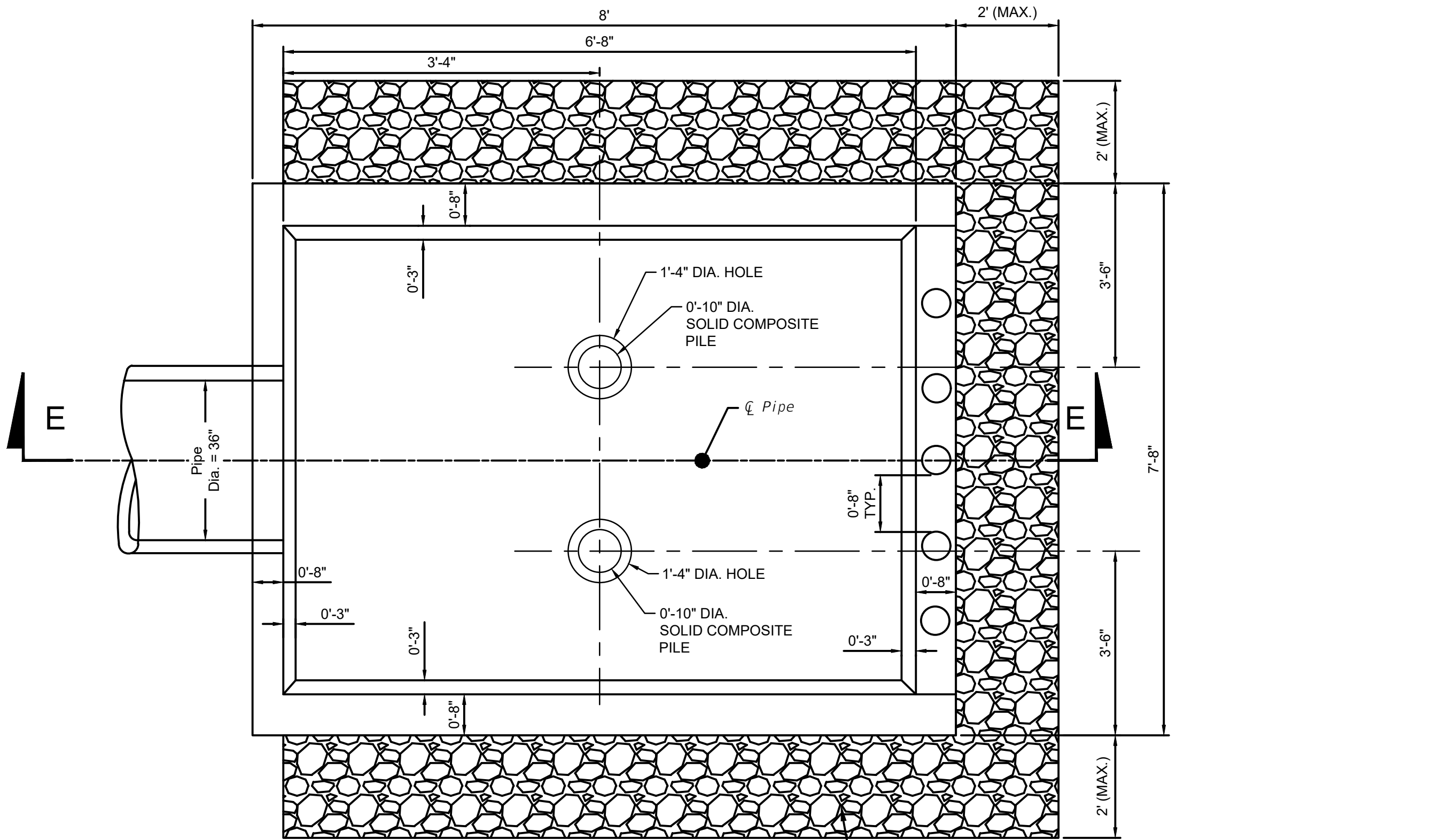
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SHEET TITLE

DETAILS

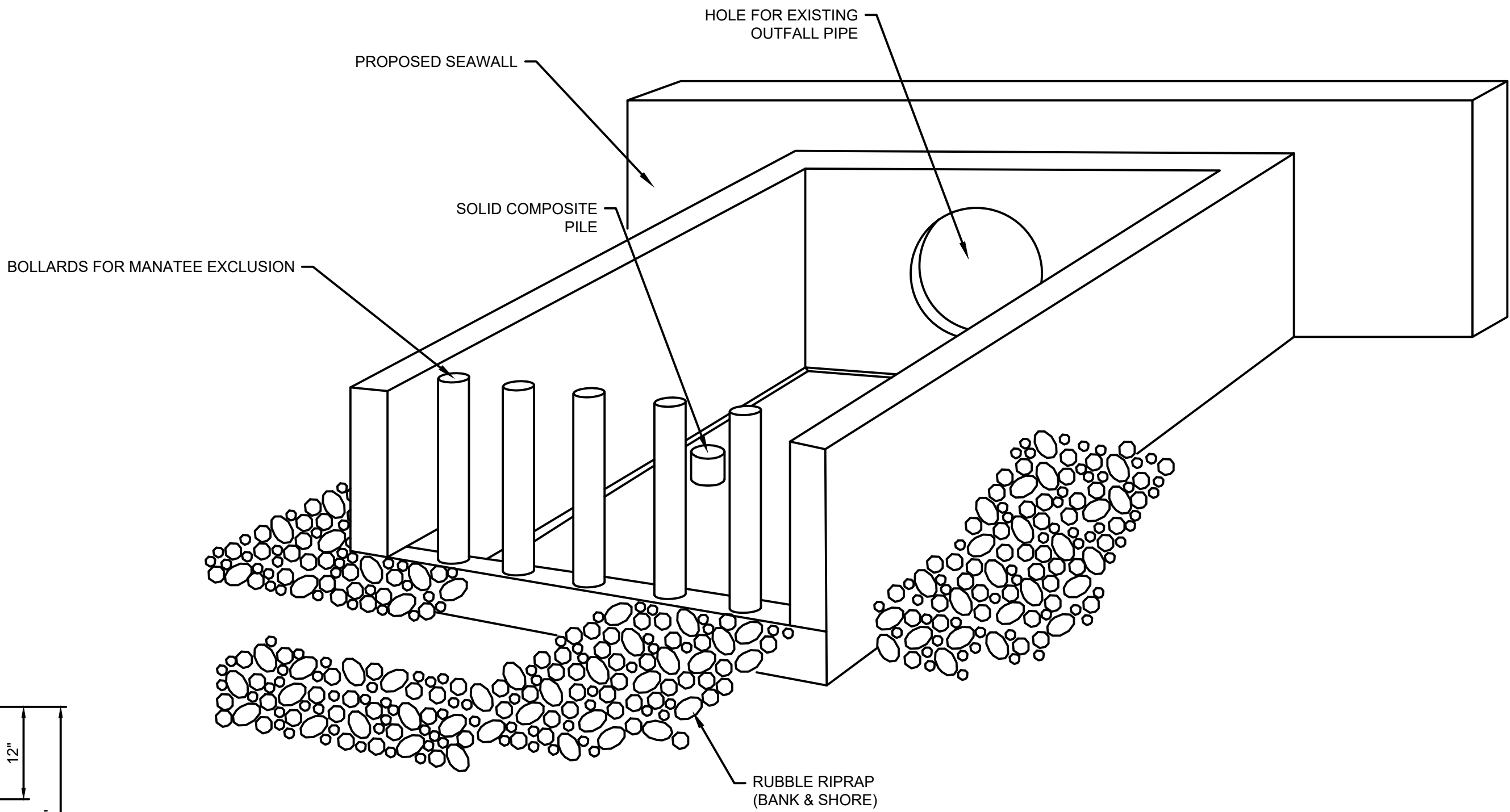
C-10

Page 1156 of 1896



GENERAL NOTES

- U-TYPE CONCRETE ENDWALL ENERGY DISSIPATOR IS TO BE CONSTRUCTED PER STANDARD PLANS 430-012 EXCEPT AS MODIFIED BY THESE PLANS.
- CHAMFER ALL EXPOSED EDGES 3/4".
- CONCRETE SHALL BE CLASS IV, EXCEPT ASTM C478 (4000 PSI) CONCRETE MAY BE SUBSTITUTED FOR PRECAST ITEMS MANUFACTURED IN PLANTS MEETING THE REQUIREMENTS OF SECTION 449 OF THE SPECIFICATIONS.
- REINFORCING STEEL SHALL HAVE 3" MIN. COVER.
- ENDWALL TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR CLASS IV CONCRETE (ENDWALLS), CY AND REINFORCING STEEL (ROADWAY), LB. RIPRAP TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR RUBBLE RIPRAP (BANK & SHORE), CY. COST OF PLASTIC FILTER FABRIC TO BE INCLUDED IN THE CONTRACT UNIT PRICE FOR RIPRAP.
- ALL BOLLARDS ARE 6" DIAMETER GROUT FILLED SCH 40 PVC PIPE WITH 8" EDGE TO EDGE SPACING.
- BOLLARDS TO EXTEND 24" BELOW EXISTING GRADE.
- THE STRUCTURE SHALL BE PLACED IN THE DRY. EXCAVATE TO FIRM SOIL AND BACKFILL AS NEEDED WITH NO. 57 STONE.
- ALL JOINTS AROUND EACH EXISTING OUTFALL PIPE OPENING SHOULD BE SEALED WITH A NON-SHRINK GROUT COMPOUND.
- THE SOLID COMPOSITE PILING SHALL BE MANUFACTURED WITH HDPE AND REINFORCED WITH FIBERGLASS ELEMENTS. PILING SHALL BE MOLDED IN ONE PIECE PER SPECIFIED SIZE IN THE PLANS. ALL MATERIALS WILL HAVE UV ADDITIVES TO PREVENT THE DETERIORATION OF THE PILING FROM EXPOSURE TO UV LIGHT. HDPE WILL BE MADE UP OF RECYCLED MATERIAL; BOTH POST INDUSTRIAL AND POST CONSUMER, EXCLUDING ADDITIVES AND COLORANTS. THE PILING WILL NOT ROT, SPLIT, CRACK, OR SPLINTER FOR A MINIMUM OF 50 YEARS. FINISHED PILINGS SHALL BE RESISTANT TO TERMITES, MARINE BORERS, SALT SPRAY, OIL, AND FUNGUS.



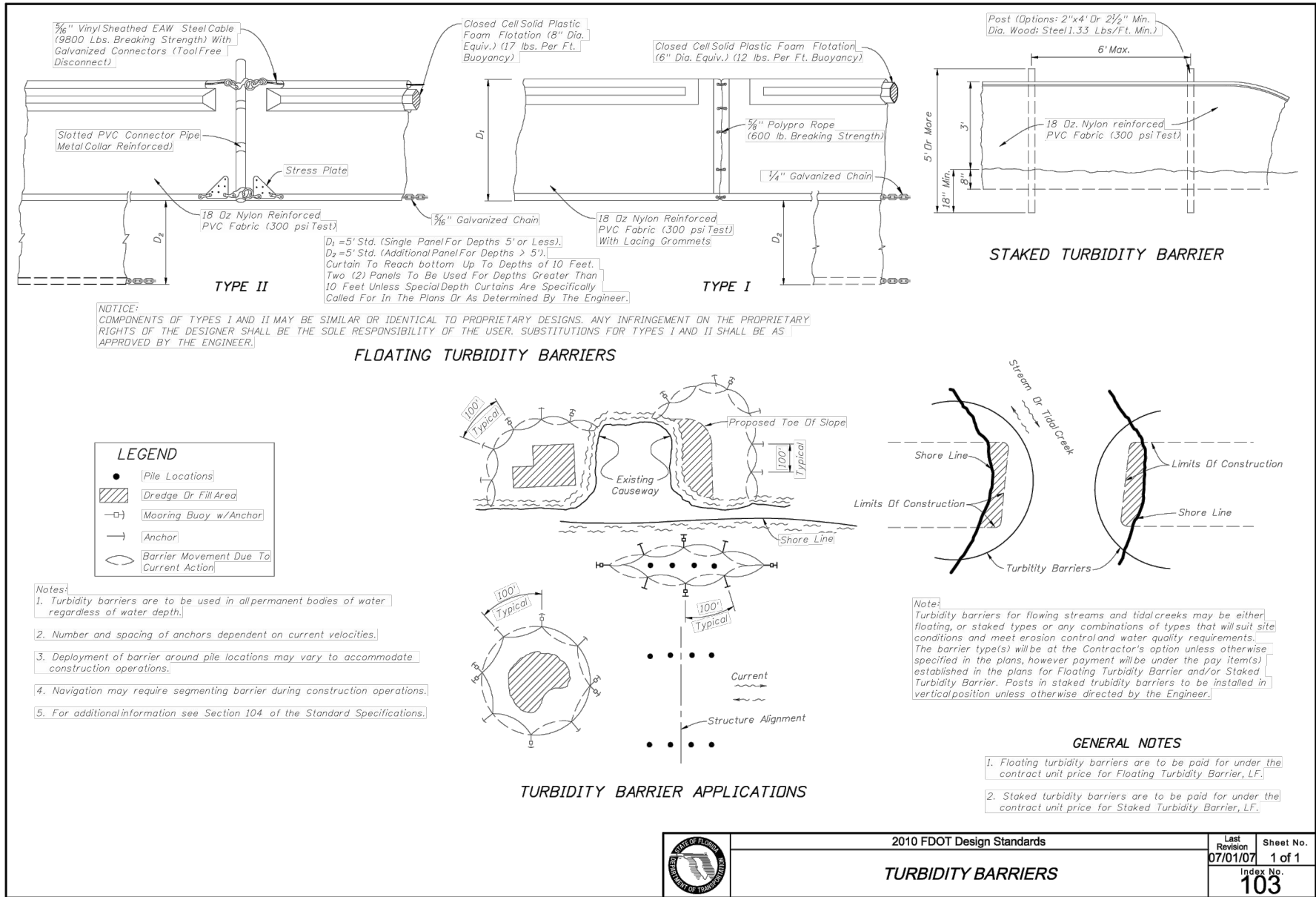
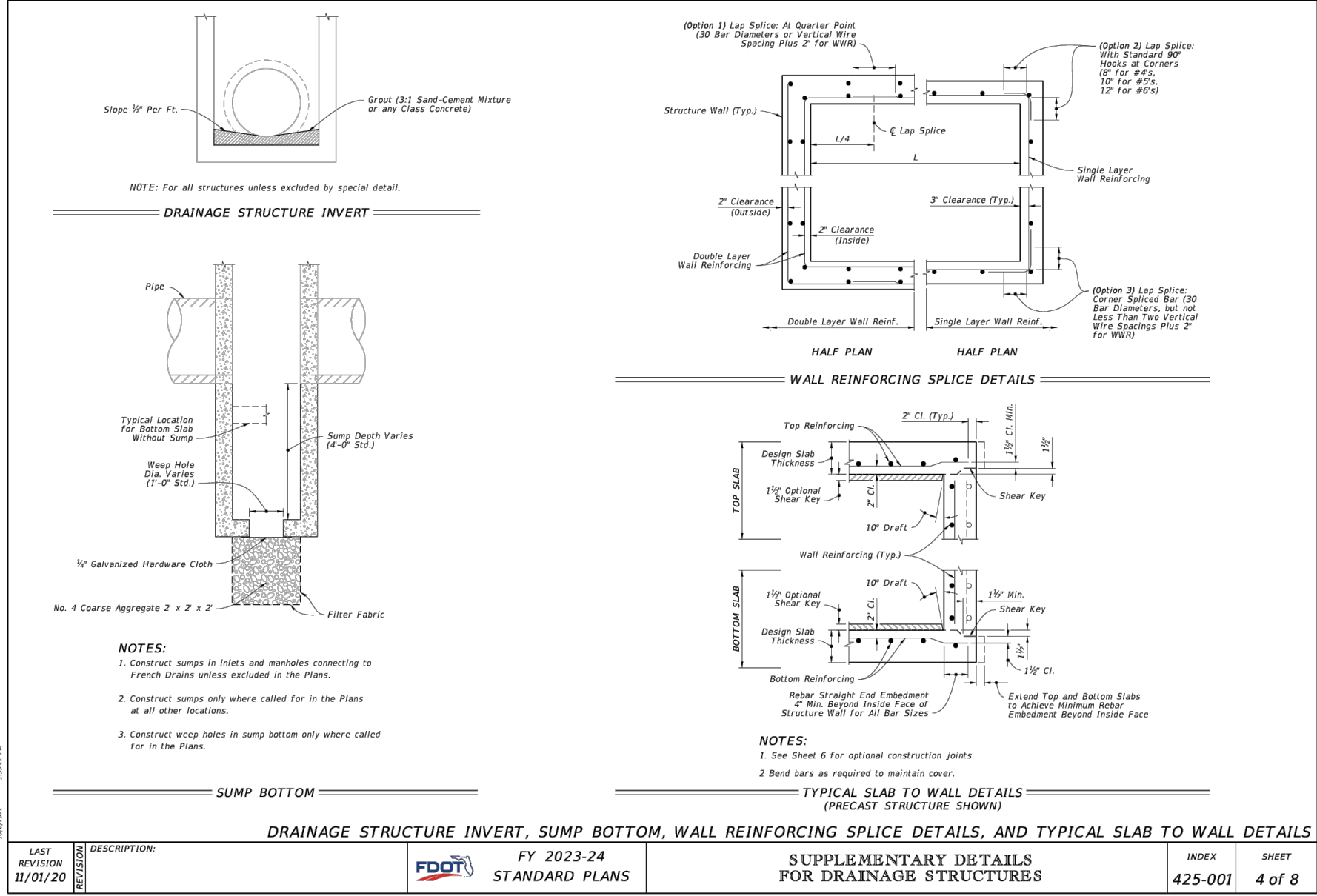
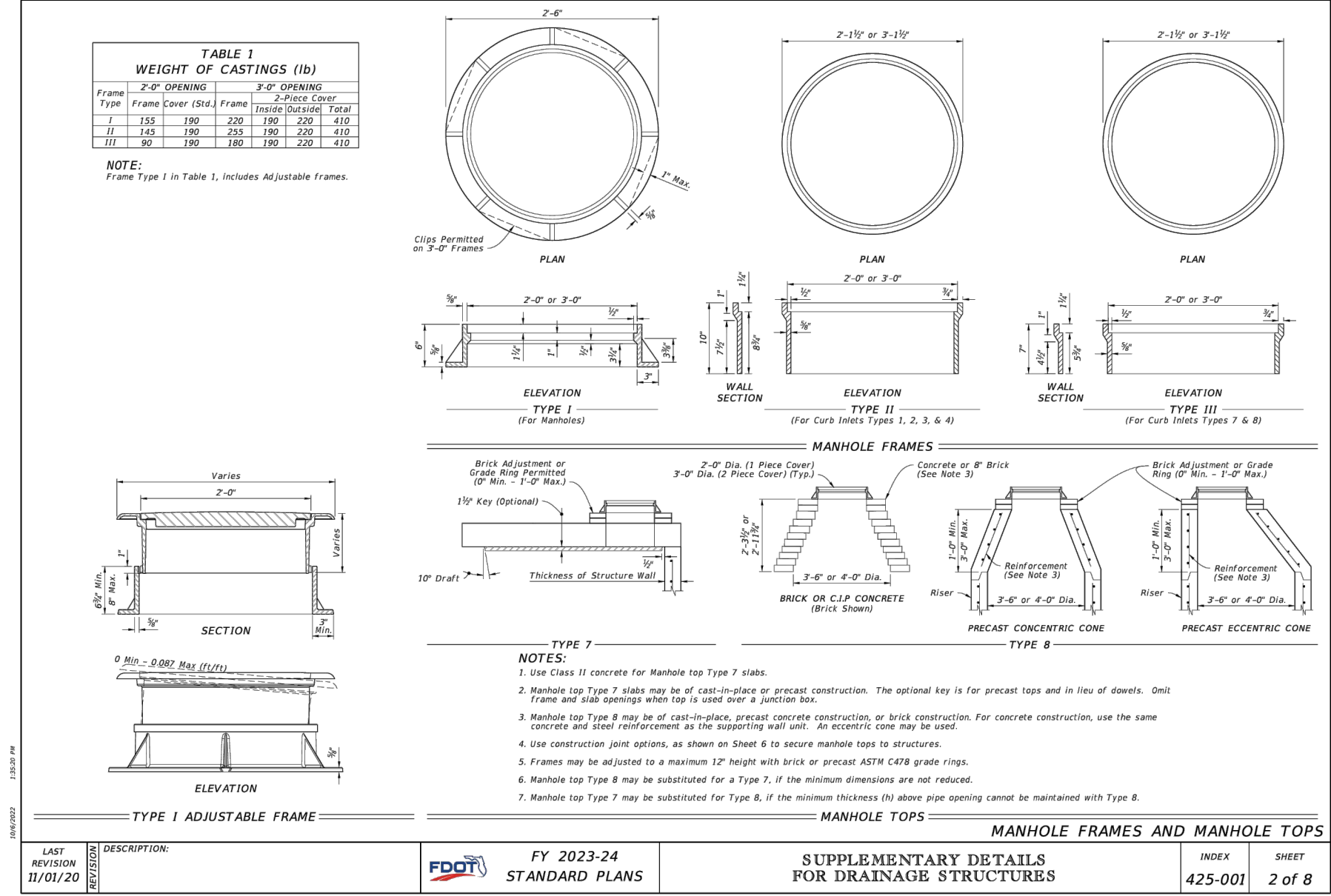
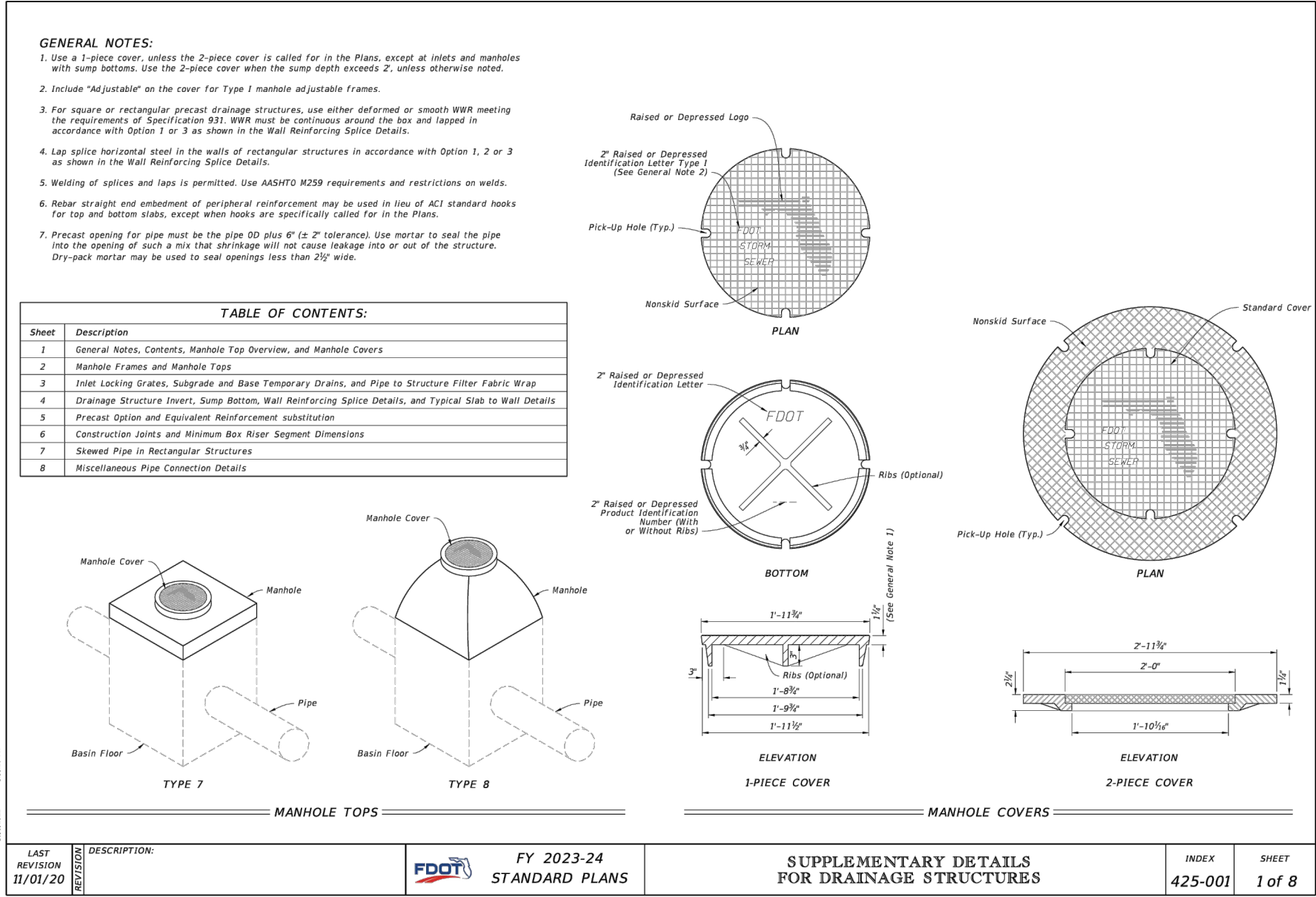
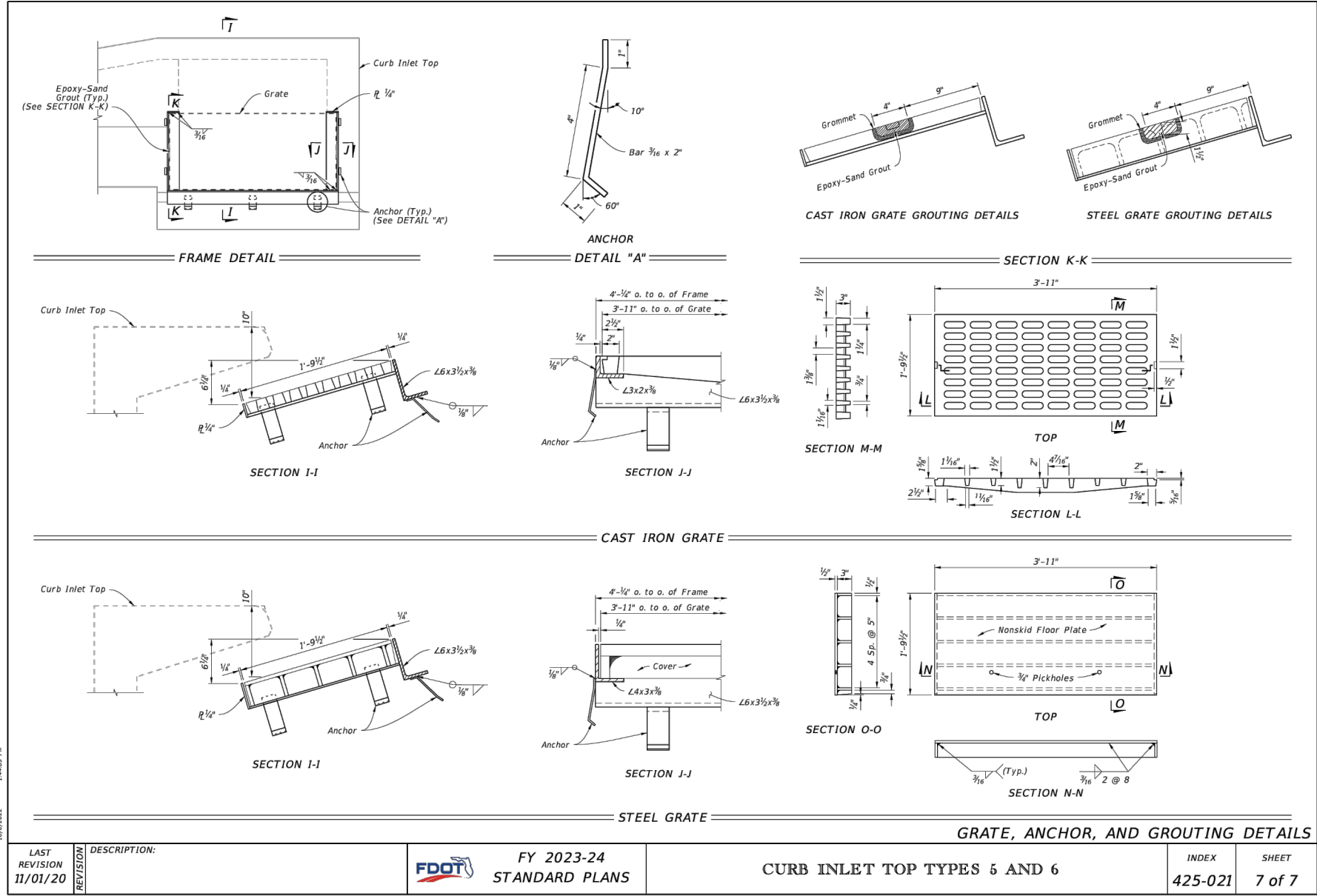
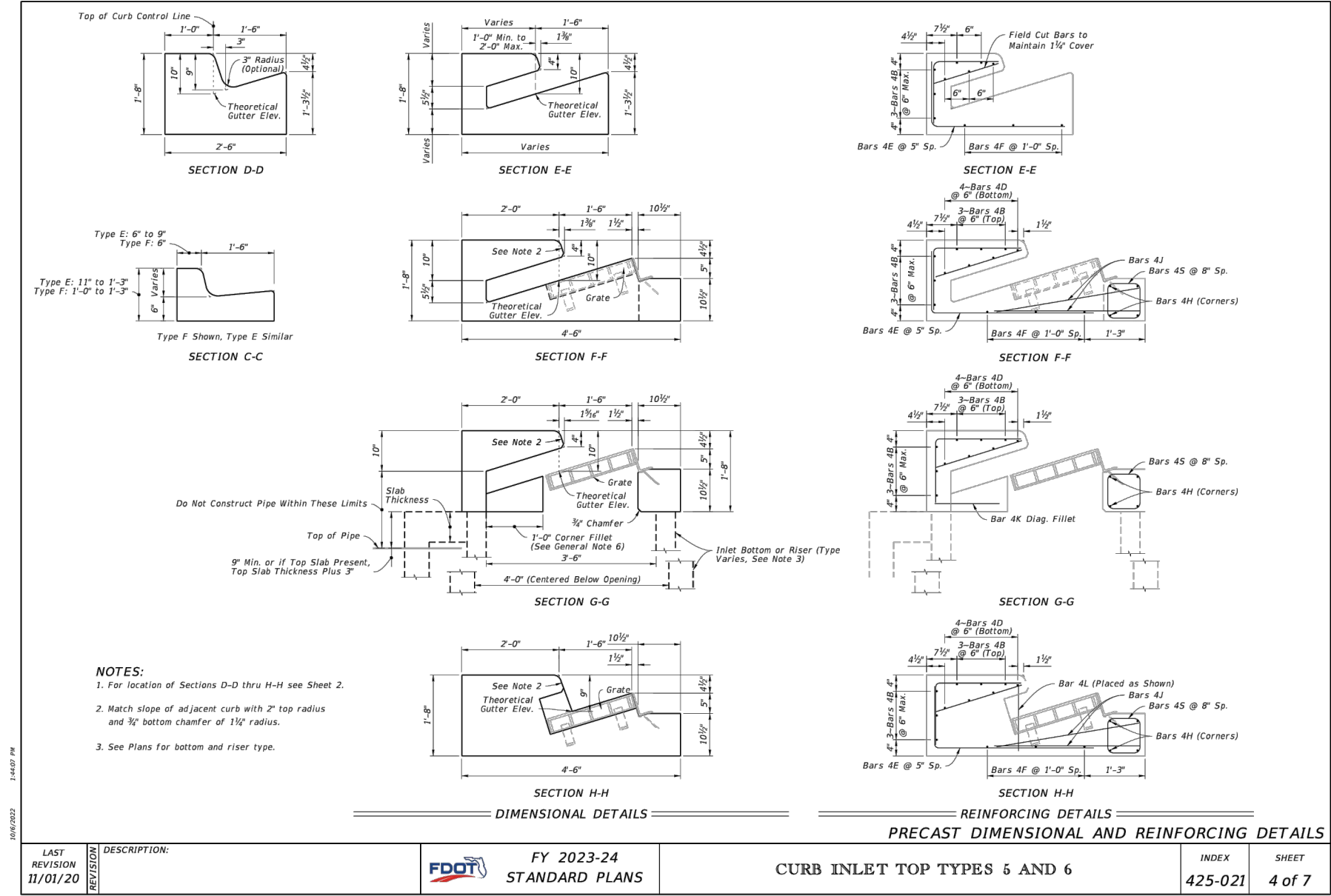
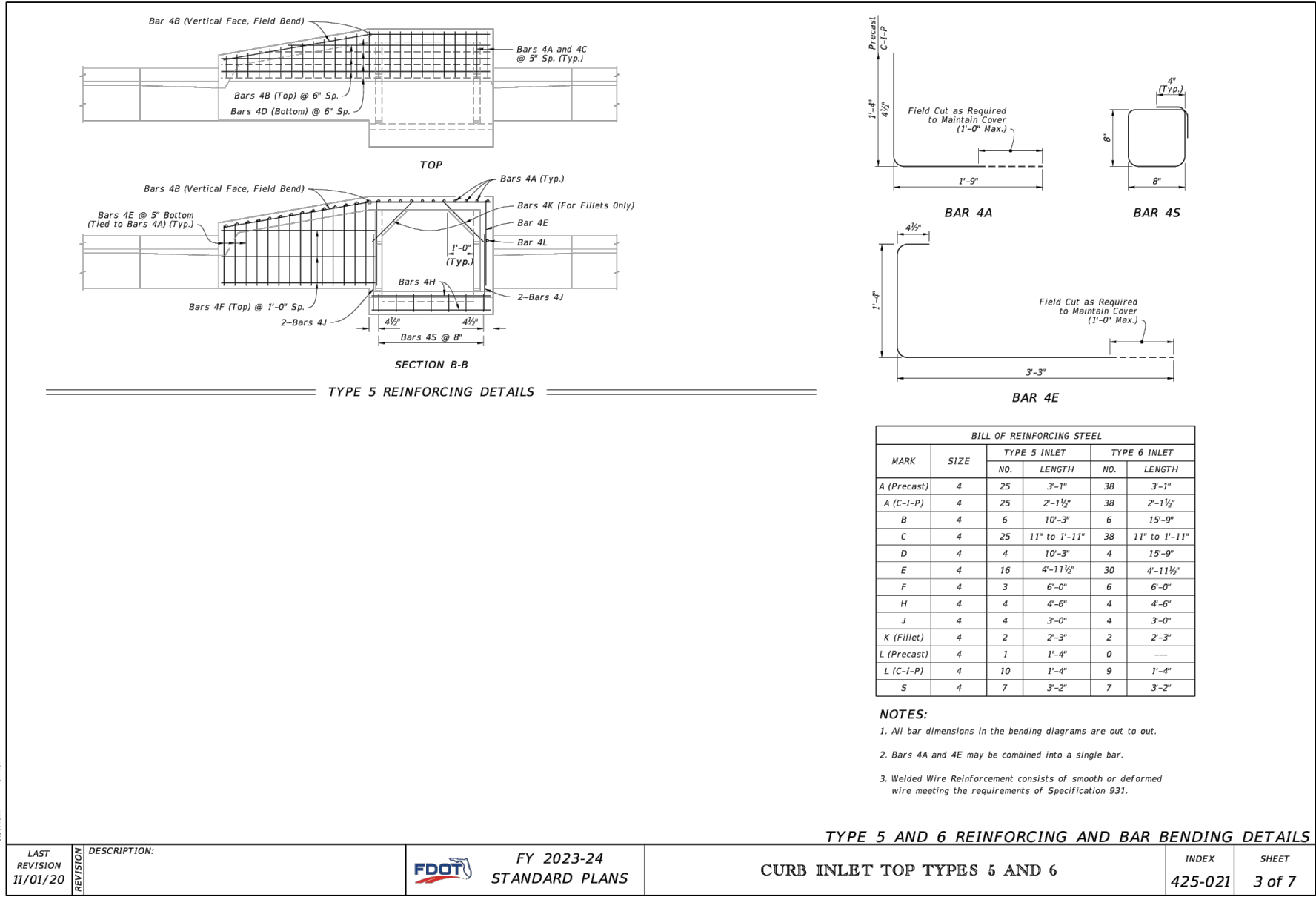
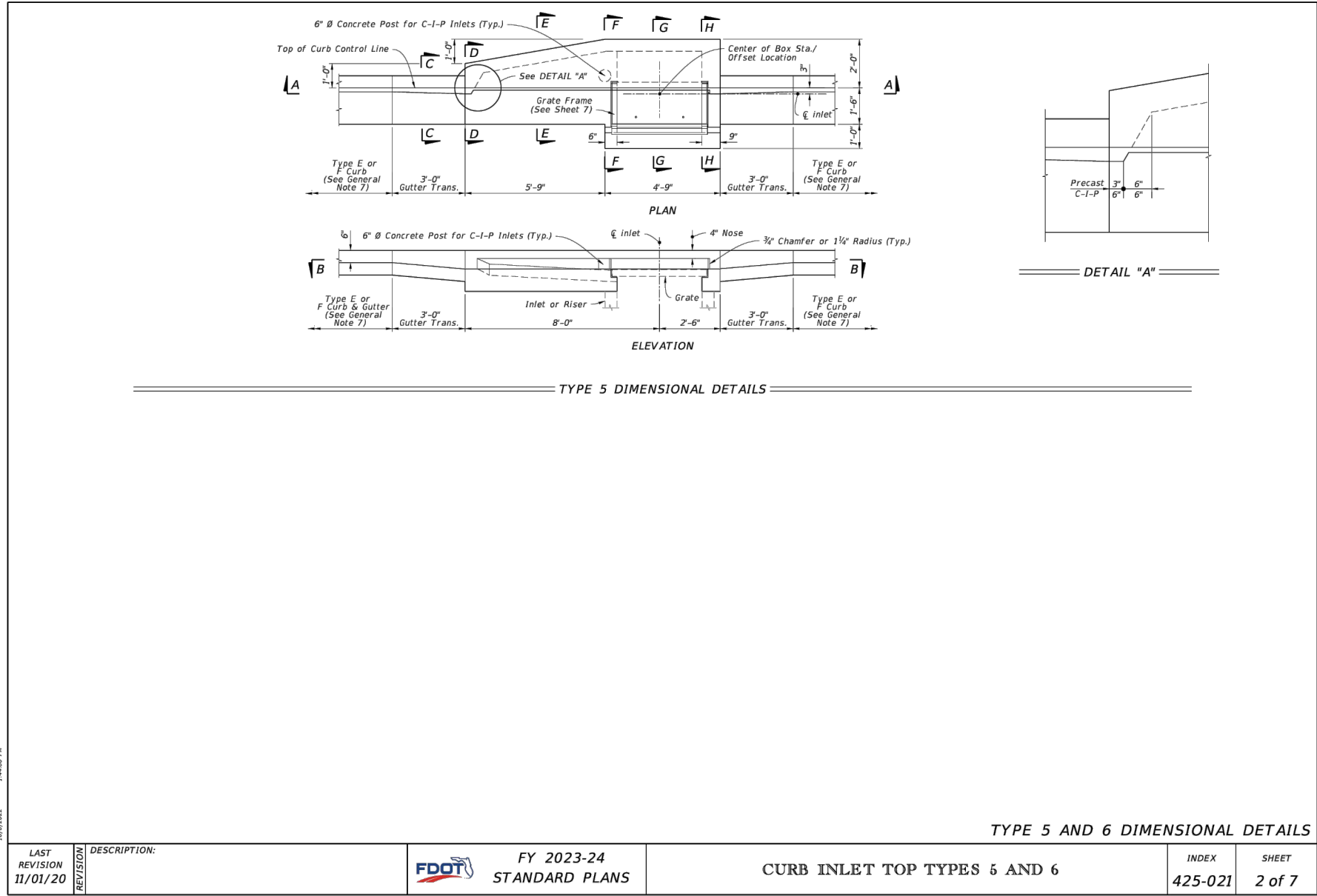
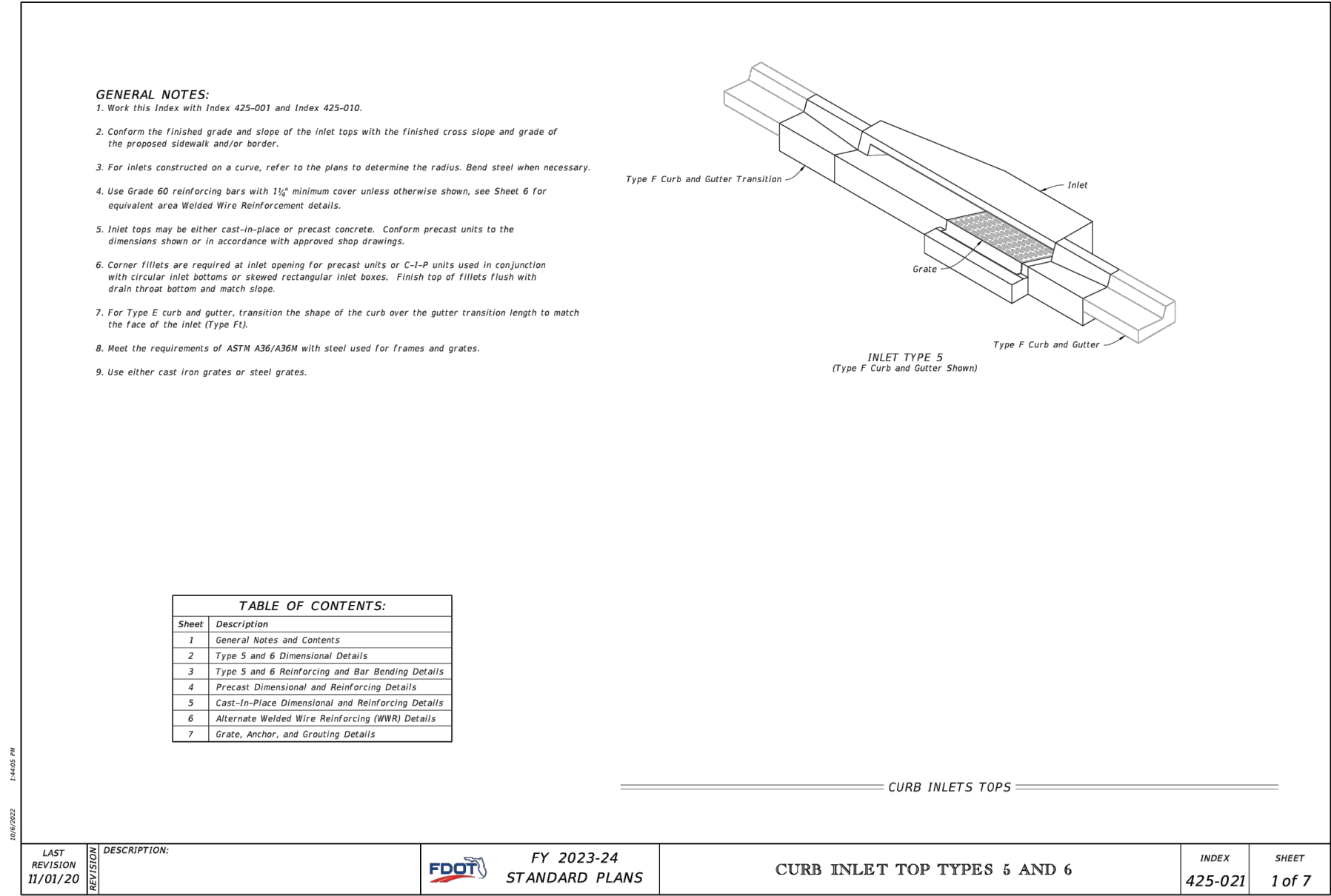
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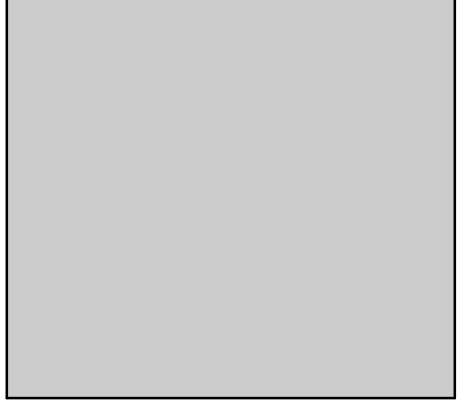
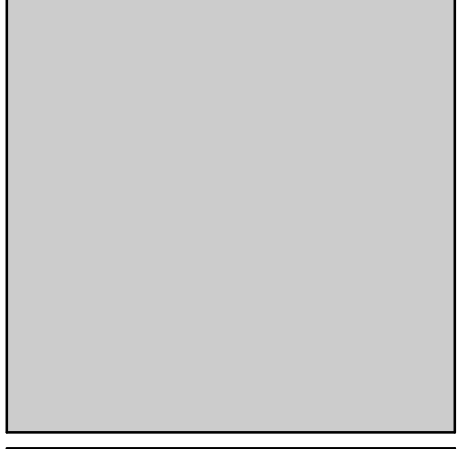
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SHEET TITLE
STORM STRUCTURE DETAILS



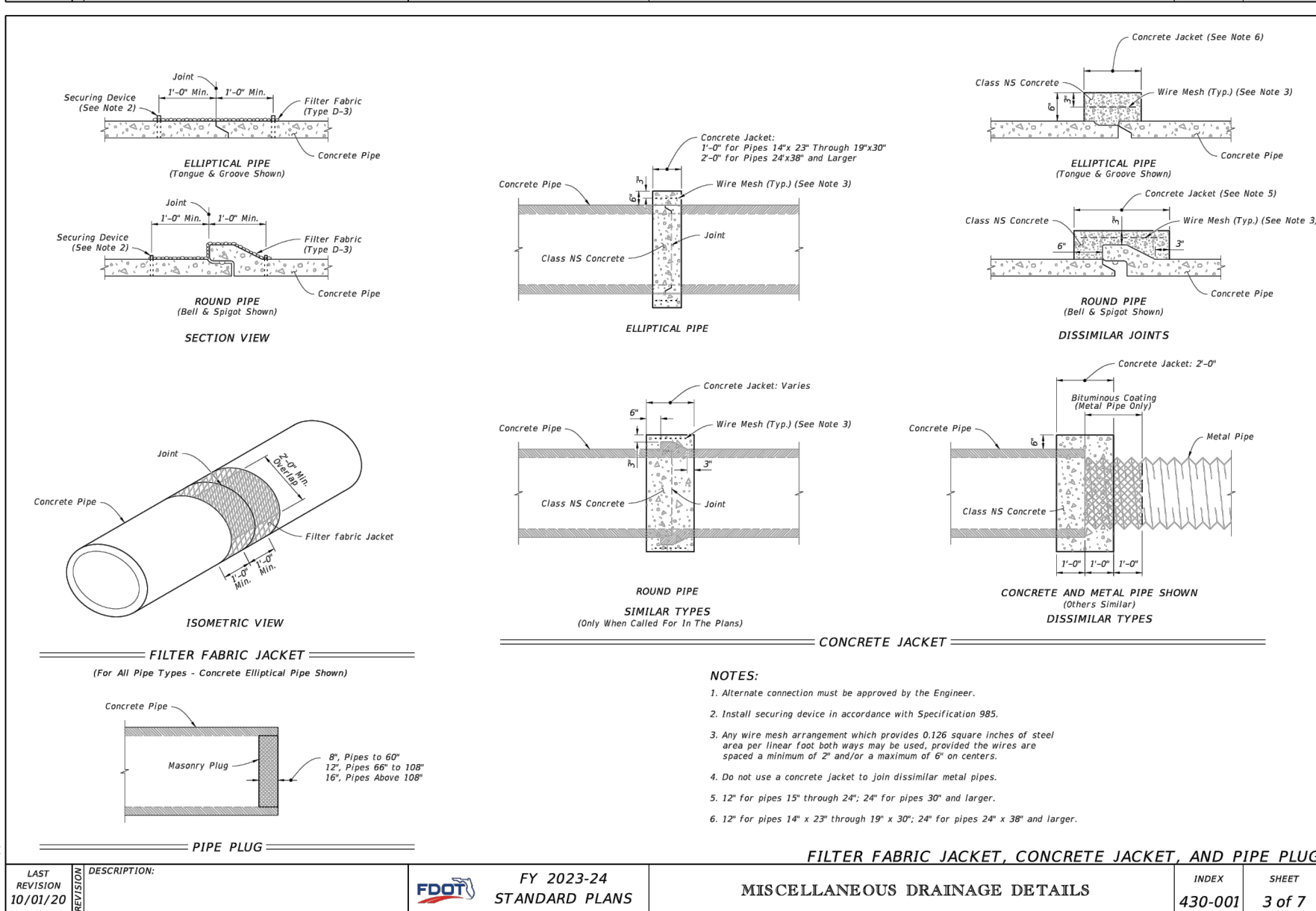
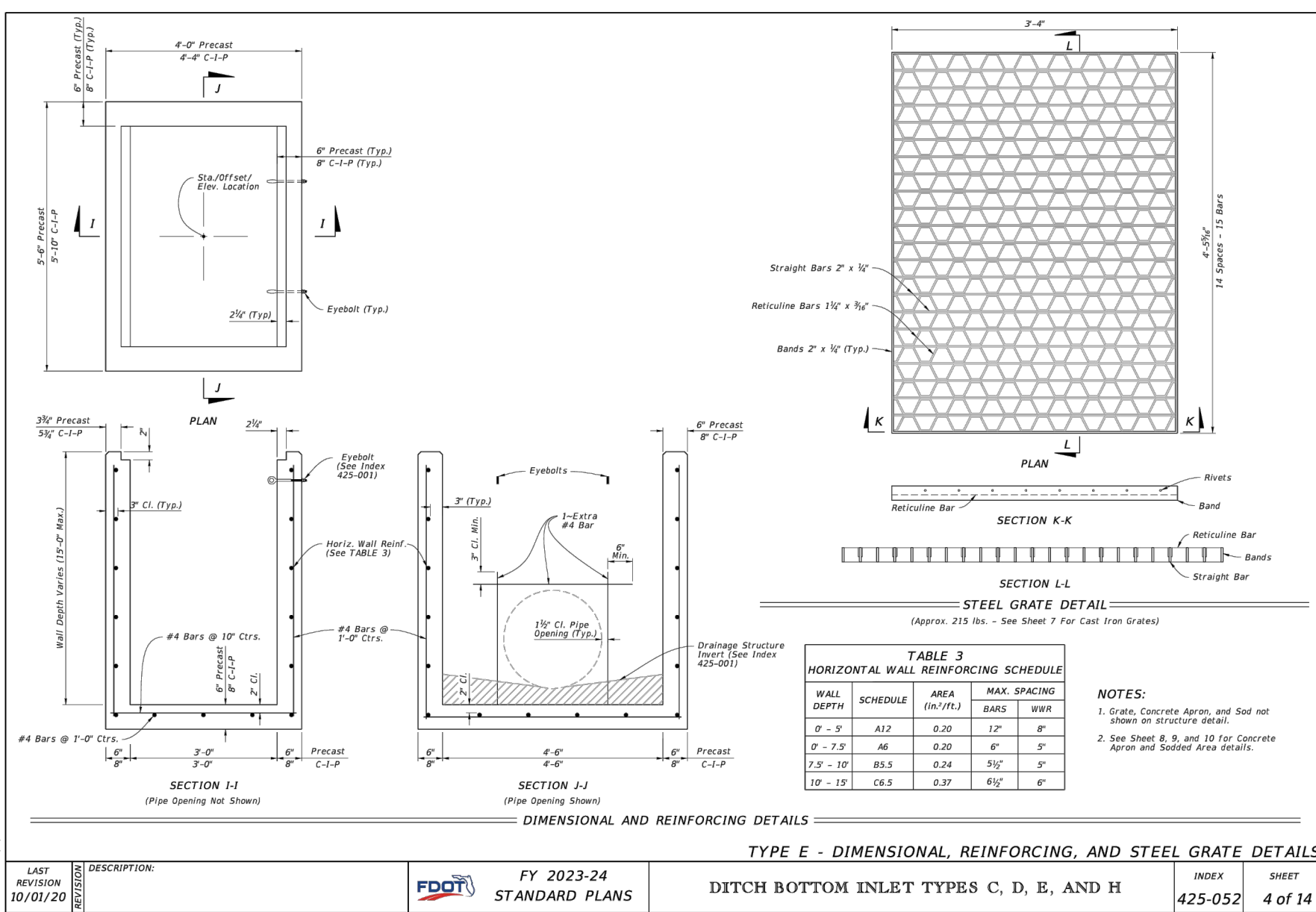
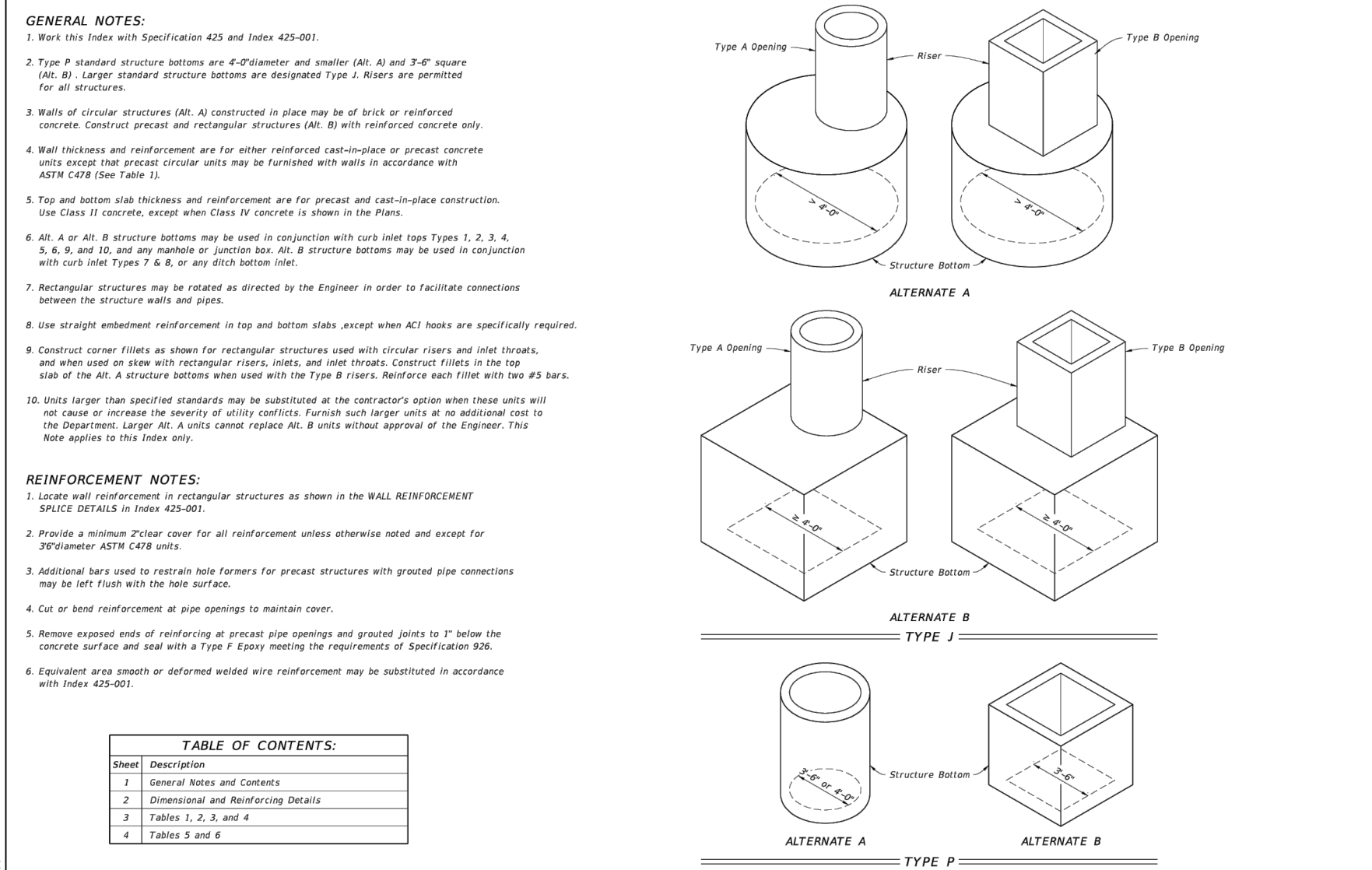
36TH AVENUE EASTERN TERMINUS
SEAWALL REPAIR
ST. PETE BEACH, FL
CITY OF ST. PETE BEACH
155 COREY AVENUE
ST. PETE BEACH FL 33706-1839



REVISION NO.	DATE	DESCRIPTION



PROJECT NO.: 42109.028
ISSUED: DECEMBER 2024
DRAWN BY: RJK
CHECKED BY: KMD
SCALE: NTS
SHEET TITLE
STORM STRUCTURE DETAILS
C-12



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 acceptancy by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor will, after receipt of a written notice from the City to do so, promptly correct the work.
5. Damages. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 10, that Contractor has failed to properly and completely deliver all goods or provide all service specified herein. The Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
6. Remedies.
- a. Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the city resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.
 - b. Correction of Work. If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the city reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.
7. Waiver of Liens. Prior to final payment of the Contract Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.

8. Warranties.
- a. Warranty of Title. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.
 - b. Warranty of Specifications. The Contractor warrants that all goods, materials, workmanship furnished, whether by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
 - c. Warranty of Merchantability. The Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the city, or within such larger period of time as may be described by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor must after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Contractor a written acceptance of such condition.
9. Completion Date. Contractor shall provide the services, described herein to be completed within the first 12 months of the agreement.
10. Term. [This Agreement will remain in effect for a period of (3) three years with (2) 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 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)

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in 36th Avenue Roadway and Stormwater Repair.

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 "**36th Avenue Roadway and Stormwater Repair.**" 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 "**36th Avenue Roadway and Stormwater Repair.**".

COMPANY: Harris-McBurney Company
ADDRESS: 2120 North US HWY 301, Tampa, FL 33619

DATE: 7/30/2025

BIDDER: (SIGNATURE)

PHONE: (813) 626-7171 / (800) 282-5611

STATE OF FLORIDA
COUNTY OF Hillsborough

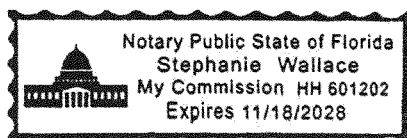
NAME: Gerry L Gilbert, President

(PRINT NAME & TITLE)

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me

by means of ☒ physical presence or ☐ online notarization, this 30th day of July, 2025, by Gerry L Gilbert who is personally known to me or has produced _____ as identification.

(SEAL)



Stephanie Wallace
Notary Public – State of Florida

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

**36th Avenue Seawall Repair
BID FORM**

The estimated quantities shown in the Bid Form are approximate and provided for informational purposes to aid in preparing Bid Proposals and to show the approximate scope of the work to be performed. The contractor shall perform their own quantity take-off and shall submit a bid showing the items of ALL work, unit prices, and lump sum price for all work. Any variations from the estimated quantities shall not entitle the bidder to an adjustment in the unit price or any additional compensation.

Item No.	Description	Estimated Quantity	Bid Quantity	Unit	Unit Cost	Total
1.00	<u>GENERAL CONDITIONS</u>					
1.01	Mobilization	1	1	LS	\$25,500.00	\$25,500.00
1.02	Maintenance of Traffic	1	1	LS	\$1,584.00	\$1,584.00
1.03	Const. Stakeout / Record Survey	1	1	LS	\$23,760.00	\$23,760.00
1.04	Erosion Control	1	1	LS	\$1,440.00	\$1,440.00
	GENERAL CONDITIONS SUB-TOTAL					\$52,284.00
2.00	<u>PAVING & BASE</u>					
2.01	Milling Existing Asphalt Pavement	649	649	SY	\$26.97	\$17,503.53
2.02	Demo- Curb	430	430	LF	\$49.20	\$21,156.00
2.03	Demo - Seawall (per LF of Seawall)	69	69	LF	\$192.29	\$13,268.01
2.04	Adjust Manhole Rim	2	2	EA	\$2,403.74	\$4,807.48
2.05	1.5" Asphalt (SP-9.5)	52	52	TN	\$499.16	\$25,956.32
2.06	Concrete Removal	82	82	SY	\$32.25	\$2,644.50
2.07	Type "D" Curb - Concrete	436	436	LF	\$27.36	\$11,928.96
2.08	6" Concrete	91	91	SY	\$103.68	\$9,434.88
2.09	18" RCP	65	65	LF	\$412.60	\$26,819.00
2.10	36" RCP	8	8	LF	\$635.16	\$5,081.28
2.11	Ditch Bottom Inlet Type E	1	1	EA	\$8,923.51	\$8,923.51
2.12	Type 8 Manhole	2	2	EA	\$9,238.40	\$18,476.80
2.13	Type 7 Manhole	1	1	EA	\$21,374.31	\$21,374.31
2.14	Type 5 Inlet	2	2	EA	\$26,691.48	\$53,382.96
2.15	Landscaping (sand & native plantings)	1	1	LS	\$3,600.00	\$3,600.00
2.16	Detectable Dome Mat (ADA)	1	1	EA	\$507.91	\$507.91
2.17	Optional Base Group 1 (valley gutter removal areas)	9	9	SY	\$230.40	\$2,073.60
	PAVING & BASE SUB-TOTAL					\$246,939.05
3.00	<u>SEAWALL</u>					
3.01	Seawall	69	0	LF	0	NO BID

3.02	12" Wide Retaining Wall	3	0	CY	0	NO BID
3.03	Riprap	11	0	TN	0	NO BID
3.04	Sand	12	0	CY	0	NO BID
3.05	Manatee Grate for 36" Pipe	1	0	EA	0	NO BID
3.06	Modified U-Type Endwall Index 430-012	1	0	EA	0	NO BID
	SEAWALL SUB TOTAL					\$0.00
	Contingency (10%)	1	1	LS	299,223.05	\$29,922.31
Grand Total						\$329,145.36

Standard Abbreviations:

QRC = Based on QRC Work Order Contract
 FDOT = Based on FDOT Section 8 Pay Item Cost History
 PD = Based on Current Project Development Cost Estimates

PUBLIC UTILITY CONSTRUCTION
ESTABLISHED 1935

HARRIS-McBURNNEY

CORPORATE OFFICES

2120 NORTH US HIGHWAY 301, TAMPA, FLORIDA 33619

City of St Pete Beach

36th Avenue Roadway and Stormwater Repairs

Ref:

V. REFERENCES & MINIMUM QUALIFICATIONS

Unresolved, ongoing claims and disputes & Statement of Assurance

COMPANY

Office: (813)626-7171 / Fax: (813) 623-5618

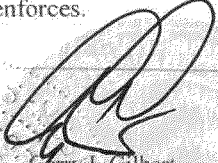
Attn:

John Taylor

Procurement Manager

City of St. Pete Beach, FL

Harris-McBurney Company (HMcB) has no unresolved, ongoing claim or disputes, nor is the corporation currently or within the last 5 years been under litigation. HMcB is not in violation of any State of Florida Statutes or regulatory rules that will impede or impact our operations or ability to complete any project. Harris-McBurney Company understands that all work will be implemented and completed under all State of Florida laws and any ordinances that the City of St. Pete Beach enforces.



Gerry L. Gilbert

President

Harris-McBurney Company

(813) 626-7171

ggilbert@hmcb.com

Harris-McBurney Company Florida
Licensing Information
CGC1518512 ES12000338

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Harris-McBurney Company
2120 N. U.S. Hwy 301,
Tampa, FL 33619

as Principal, hereinafter called the Principal, and
The Ohio Casualty Insurance Company
175 Berkeley Street,
Boston, MA 02116

a corporation duly organized under the laws of the State of NH
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of St. Pete Beach
155 Corey Avenue,
St. Petersburg, FL 33706

as Obligee, hereinafter called the Obligee, in the sum of **Twenty-Five Percent of Amount Bid in U.S. Dollars (\$25%)** for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. WHEREAS the Principal has submitted a bid for
36th Avenue Stormwater and Roadway Repair 2025
Intersection of 36th Avenue & Maritana Drive - St. Pete Beach, FL

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed July 30, 2025

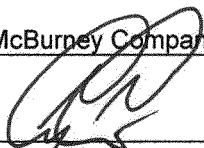
Maryanna Stpt

 (Witness)

Ad L

 (Witness)

Harris-McBurney Company



Gerry L. Gilbert, President

The Ohio Casualty Insurance Company



David B. Shick, Attorney-In-Fact and
 Licensed FL Resident Agent #A241176



Seal No. 7503

SURETY BONDS

Performance Bonds | Contract Bonds | License Bonds | Court Bonds



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8214018-969456

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brandy Baich; David B. Shick

all of the city of Tampa state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of May, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th day of May, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30 day of July, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



Seal No. 7503

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



PROSURE GROUP
BONDING TOGETHER . BUILDING TOGETHER

7217 Benjamin Road
Tampa, FL 33634

☎ (813) 243-1110
☎ (813) 243-1109 fax
✉ contractbonds@prosuregroup.com
🌐 www.prosuregroup.com

July 16, 2025

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

Re: Letter of Bondability for Harris-McBurney Company

To Whom It May Concern:

Please be advised that we are the surety bond agents for Harris-McBurney Company. As such, we have enjoyed an excellent relationship with this firm as they have completed all contractual obligations in an acceptable fashion and have taken care of all pay obligations in a timely manner.

We have established a bond line for Harris-McBurney Company in the amount of \$15,000,000.00 per single project with a \$30,000,000.00 aggregate limit. This program is in place through The Ohio Casualty Insurance Company rated "A" (Class XV) by A.M. Best and appears on the U.S. Treasury Circular 570 of approved sureties.

We don't hesitate to recommend this fine company to you. If you should have any further questions, please don't hesitate to contact me.

Sincerely,
ProSure Group

David B. Shick
President
Attorney-In-Fact for Surety

SURETY BONDS

Performance Bonds | Contract Bonds | License Bonds | Court Bonds





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/23/2024

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

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

PRODUCER Brown & Brown Insurance Services, Inc. 140 Fountain Parkway N Suite 600 St. Petersburg FL 33716		CONTACT NAME: Angie Carter PHONE (A/C, No, Ext): (727) 461-6044 FAX (A/C, No): (727) 442-7695 E-MAIL ADDRESS: Angie.Carter@bbrown.com	
INSURED Harris-McBurney Company 2120 N US Hwy 301 Tampa FL 33619		INSURER(S) AFFORDING COVERAGE INSURER A: Amerisure Mutual Insurance Company INSURER B: Amerisure Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 23396 19488	

COVERAGES

CERTIFICATE NUMBER: CL24102378239

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			CPP21244740102	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY ☒ PIP-Basic			CA21244750101	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CU21244730102	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
	☒ 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			WC21244720102	11/01/2024	11/01/2025	☒ 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

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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

GILBERT, SHAWN RYAN

HARRIS-MCBURNEY COMPANY
2120 US HIGHWAY 301 N
TAMPA FL 33619

LICENSE NUMBER: CGC1518512

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/06/2024

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.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE SPECIALTY ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

AS A LIMITED ENERGY SYSTEMS SPECIALIST

GILBERT, GERRY LEE II

HARRIS-MCBURNEY COMPANY
2120 US HWY 301 NORTH
TAMPA FL 33619

LICENSE NUMBER: ES12000338

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/06/2024

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.



2025 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 845147

Entity Name: HARRIS-MCBURNEY COMPANY

Current Principal Place of Business:

2120 US HWY 301 N
TAMPA, FL 33619

Current Mailing Address:

2120 US HWY 301 N
TAMPA, FL 33619 US

FEI Number: 38-2278214

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title T
Name STEMPLE, MARYANNA L
Address 1933 ERIN BROOKE DR
City-State-Zip: VALRICO FL 33594

Title CD
Name GILBERT, LINDA K
Address 3416 WEST MULLEN AVENUE
City-State-Zip: TAMPA FL 33609

Title P
Name GILBERT, GERRY L
Address 3416 WEST MULLEN AVENUE
City-State-Zip: TAMPA FL 33609

Title S
Name STEMPLE, MARYANNA
Address 1933 ERIN BROOKE DR
City-State-Zip: VALRICO FL 33594

Title VP
Name GILBERT, SHAWN R
Address 3943 VENETIAN WAY
City-State-Zip: TAMPA FL 33634

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MARYANNA STEMPLE

TREASURER

03/06/2025

Electronic Signature of Signing Officer/Director Detail

Date

State of Florida

Department of State

I certify from the records of this office that HARRIS-MCBURNEY COMPANY is a Michigan corporation authorized to transact business in the State of Florida, qualified on February 4, 1980.

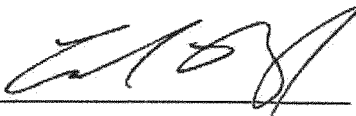
The document number of this corporation is 845147.

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 March 6, 2025, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixth day of March, 2025*




Secretary of State

Tracking Number: 0186577188CC

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

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

Certificate of Compliance

Harris McBurney Company

HAS SUCCESSFULLY IMPLEMENTED A FULLY COMPLYING DRUG-FREE WORKPLACE

meeting standards established by the State of Florida for the maintenance of comprehensive drug abuse and alcohol misuse deterrence, education, training and assistance programs which comply with applicable Federal and State laws, including Florida Statutes, Chapter 440 Workers' Compensation, Section 440.101 - .102 and Chapter 59A-24 Drug-Free Workplace Standards. Compliance may be verified by contacting Alcohol & Substance Abuse Prevention Programs, Inc. at (800) 329-6334.

January - 2026

CERTIFIED THROUGH



Alcohol & Substance Abuse Prevention Programs

USCIS Office Plaza • 5635 Hoover Blvd. • Tampa, FL 33634




Gerry L. Gilbert, President

155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

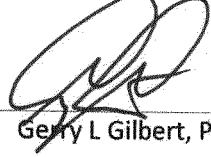
ADDENDUM 1

36th Avenue Roadway and Stormwater Repairs

Issued 07/09/2025

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 07/30/2025, 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.

Attached are the Geotechnical Reports


Gerry L. Gilbert, President



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM II

36th Avenue Roadway and Stormwater Repairs

Issued 7/17/2025

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 07/30/2025, electronically via Bonfire or DemandStar. 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.

Bid Bond and Performance Bonds will be required for this work. The Bid Bond would be 25% and the Performance Bond would be 75%.



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM 3

36th Avenue Roadway and Stormwater Repairs

Issued 07/24/2025

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 07/30/2025, 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 Answers and Revised Bid Form

1. The plans indicate a proposed seawall. There are no details for a proposed seawall. Please provide information on the proposed seawall. – The proposed seawall and end wall will be constructed by others as a separate Request for Bid, although they will have to be constructed together. The PM for the City will work with each vendor to coordinate.
2. There is no pay item for the proposed seawall. Where do we include these costs? Will a pay item(s) be added? – See answer to #1 above.
3. The U-Endwall detail on Sheet C-11 does not have a structure number and there is no associated pay item. Where do we include these costs? Will a pay item be added? – See answer to #1 above.
4. There are solid composite piles indicated in the U-Endwall detail on Sheet C-11. Where do we include these costs? Will a pay item be added? – See answer to #1 above.
5. There appears to be a new handicap ramp with detectable domes. Where do we include the cost for the detectable domes? Will a pay item be added? – See revised bid form.
6. How will Pay Item No. 1.03, Const. Stakeout/Record Survey, be measured? Does it make more sense to be a lump sum (LS) pay item? – See revised bid form.

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: Gerry L Gilbert , President

(Print individual's name and title)

for: Harris-McBurney Company

(Print name of entity submitting sworn statement)

at: 2120 North US HWY 301, Tampa, FL 33619

(Business address)

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

38-2278214

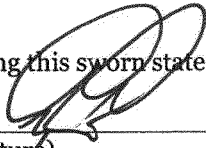
(FEIN)

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

Not Applicable

(SSN)

by the individual signing this sworn statement:



President

(Signature)

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

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

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

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

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

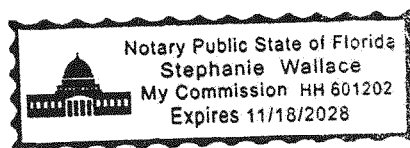
☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

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

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th day of July, 2025, by Gerry L Gilbert, who is personally known to me or has produced _____ as identification.

(SEAL)



Stephanie Wallace
Notary Public – State of Florida

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

VII. NON-COLLUSION AFFADAVIT

STATE OF Florida
COUNTY OF Hillsborough

I state that I Gerry L Gilbert, President of Harris-McBurney Company,
(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. Harris-McBurney Company, 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.

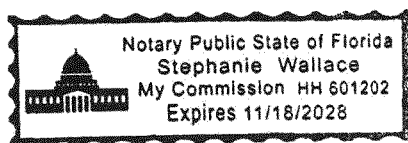
Name of Organization: Harris-McBurney Company

Signed By: [Signature] President

Print Name: Gerry L Gilbert

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th day of July, 2025, by Gerry L Gilbert, who is personally known to me or has produced [Signature] as identification.

(SEAL)



[Signature]
Notary Public – State of Florida

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

HARRIS-McBURNNEY

CORPORATE OFFICES

2120 NORTH US HIGHWAY 301, TAMPA, FLORIDA 33619

City of St Pete Beach

36th Avenue Roadway and Stormwater Repairs

Ref:

V. REFERENCES & MINIMUM QUALIFICATIONS

Three (3) Professional References provided in the last Five (5) years

COMPANY

Office: (813)626-7171 / Fax: (813) 623-5618

Ironbark Drive Neighborhood Flood Abatement Project

Project # DPW SW# 681, (N913)

Port Richey, FL

Pasco County BOCC

8731 Citizens Drive

New Port Richey, FL 34654

Description of Work:

Excavation of Borrows and Relocation of 148 Gopher Tortoises

Clear and grub approximately 15 acres

Excavate and shape multiple ponds 83,618 CY

Installation of :

1,457 LF of 8" DR -18 PVC storm Force main , 1,720 LF of 48" RCP via open cut method ranging in depths of 10 feet to 21 feet cut., 1,026 LF of 36" RCP via open cut at 10 feet cut., 507 LF of 30" RCP via open cut at 10 feet cut., 376 LF of 24" RCP via open cut at 8' cut. 286 LF of 18" RCP via open cut at 6' cut.

Installation of: 4 type C inlets , 3 type D inlets ,12 type E inlets, ARV

(1) P-8 MH, (4) J-8 MH, (2) 18" U walls, (1) 15" U Wall

Construct & Install 4 type IHC curb inlets , Installation of : 2- 36" MES 2- 48" MES, Install 8' diameter pump station 23 feet cut, 7,641 SY optional base group 04, 8,288 SY type B stabilization, 775 Tons of super pave asphalt , 1,217 SY of 6" driveway replacement , 2,430 LF type B-6.0 w/vinyl coating and said kind double gates , 65,748 SY performance turf sod

NTP: April, 2023

Completion: January, 2025

Efrain "Fig" Figueroa

Senior Project Manager

Dept. of Public Works

Engineering Division

P 727-834-3611 Ext 1005

efigueroa@pascocountyfl.net

Project Amount \$6,905,652.68

Church Creek Drainage Improvements Project Phase III

Project # 23-B-787

Largo, FL

City of Largo, FL

201 Highland Ave N

Largo, FL 33770

Description of Work:

"Clearing and Grubbing, Stormwater By-pass Pumping, Install Lare Headwall,

Installation of 455 L.F. of 12in - 38" x 60" ERCP via Open Cut , 20ft of 12" PVC Storm Sewer Main via Open Cut

Installation of 6 Storm/ Manhole Structures via open cut

Roadway Restoration to include Subgrade/Base/Asphalt

Asphalt Milling and Overlay, Concrete Curb, FDOT Guardrail, Extensive Landscaping Restoration and Enhancement."

NTP: September, 2023

Completion : March, 2025

Norm Shaw

Construction Mgr - Eng Services Dept

City of Largo

201 Highland AVE N Largo, FL 33770

PH: (727) 587-6713

nshaw@largo.com

Project Amount \$889,063.00

HARRIS-McBURNNEY

CORPORATE OFFICES

2120 NORTH US HIGHWAY 301, TAMPA, FLORIDA 33619

City of St Pete Beach

36th Avenue Roadway and Stormwater Repairs

Ref:

V. REFERENCES & MINIMUM QUALIFICATIONS

Southwest Water Reclamation Facility Stormwater System Rehabilitation

Project # 603685

Manatee County Florida

Manatee County Government

1112 Manatee Avenue West

Suite 803

Bradenton, FL 34205

Description of Work:

Clear and grub 4.8 acres, remove & dispose of 32 trees, removal of approximately 3,200 square yards of asphalt, concrete and gravel, ditch bottom inlet, mitered end section, storm pipe and sanitary for Force main, cap and grout abandoned 20 inch Force main sanitary. De-water head works pond, earthwork excavation 11,850 ft, established grade 25,750 LF, installation of 273 lf of RCP, 114 lf of 14x23-in ERCP, installation of type E, H, F inlets, MES 18 in through 30 in, ARV Access bridge. Riprap (FDOT), stabilized subgrade, asphalt, concrete curb type F with gutter, 12-in ribbon curb sod 24,200 square yards, removal and replace of 1100 ft chain link fence

NTP: March, 2023

Completion: September, 2024

Tracey L. Webb P.E. / SR PM

McKim & Creed, Inc.

10500 University Center Dr, Suite 155

Tampa, FL 33612

PH: 813-549-3740

TWebb@mckimcreed.com

Project Amount \$1,767,021.72

Bay Pines National Cemetery

US Department of Veterans Affairs

Project No. 830CM3018

E & L Construction Group

5308 Bob Acres Road

Delcambre, LA 70528

Description of Work:

Demo existing roadway, Install Roadway Subgrade, Base, Roadway Asphalt Paving

(6,875 SY 2.5" SP12.5) (6,865 SY 1.5" SP12.5)

Install Striping and Traffic Signage landscape,

Install Erosion Control Features, Traffic Control (Cemetery – Funeral's), Clear and Grub Limited Area, Excavate Existing Ponds (Enlarge), Install

Storm Sewer System (2,400 L.F.), 8 Drainage Structures – (Pipe Sizes – 8" PVC to 36" RCP)

Relocate Water and Irrigation Services as Required, Demo Existing Roadway

NTP January, 2021

Completion May, 2022

Christopher "Tipper" Sponge

President

E & L Construction Group, LLC (SDVOSB)

134 E. Main St.

New Iberia, LA 70560

Office: (337) 376-6230 / Mobile: (337) 224-1148

cesponge@elconstructiongroup.com

Project Amount: \$

Harris-McBurney Company
Statement of
Qualification and Experience
Florida Licensing
CGC1518512 / ES12000338

Ironbark Drive Neighborhood Flood Abatement Project

Project # DPW SW# 681, (N913)

Port Richey, FL
Pasco County BOCC
8731 Citizens Drive
New Port Richey, FL 34654

Description of Work:

Excavation of Borrows and Relocation of 148 Gopher Tortoises
Clear and grub approximately 15 acres
Excavate and shape multiple ponds 83,618 CY
Installation of :
1,457 LF of 8" DR -18 PVC storm Force main , 1,720 LF of 48" RCP via open cut method ranging in depths of 10 feet to 21 feet cut., 1,026 LF of 36" RCP via open cut at 10 feet cut., 507 LF of 30" RCP via open cut at 10 feet cut., 376 LF of 24" RCP via open cut at 8' cut., 286 LF of 18" RCP via open cut at 6' cut.
Installation of: 4 type C inlets , 3 type D inlets ,12 type E inlets, ARV
(1) P-8 MH, (4) J-8 MH, (2) 18" U walls, (1) 15" U Wall
Construct & Install 4 type 1HC curb inlets , Installation of : 2- 36" MES 2- 48" MES, Install 8" diameter pump station 23 feet cut, 7,641 SY optional base group 04, 8,288 SY type B stabilization, 775 Tons of super pave asphalt , 1,217 SY of 6" driveway replacement , 2,430 LF type B-6.0 w/vinyl coating and said kind double gates , 65,748 SY performance turf sod

Efrain "Fig" Figueroa

Senior Project Manager

Dept. of Public Works
Engineering Division
P 727-834-3611 Ext 1005
efigueroa@pascocountyfl.net
Project Amount \$6,905,652.68
NTP: April, 2023
Completion: January, 2025

Church Creek Drainage Improvements Project Phase III

Project # 23-B-787

Largo, FL
City of Largo, FL
201 Highland Ave N
Largo, FL 33770

Description of Work:

Clearing and Grubbing, Stormwater By-pass Pumping, Install Lare Headwall,
Installation of 455 L.F. of 12in - 38" x 60" ERCP via Open Cut , 20ft of 12" PVC Storm Sewer Main via Open Cut
Installation of 6 Storm/ Manhole Structures via open cut
Roadway Restoration to include Subgrade/Base/Asphalt
Asphalt Milling and Overlay, Concrete Curb, FDOT Guardrail, Extensive Landscaping Restoration and Enhancement.

Norm Shaw

Construction Mgr - Eng Services Dept

City of Largo
201 Highland AVE N Largo, FL 33770
PH: (727) 587-6713
nshaw@largo.com
Project Amount \$889,063.00
NTP September, 2023
Completion March, 2025

Franklin Ave & US 301 North Watermain Replacement Project

Project # 6092270

Manatee County Florida
Manatee County Government
1112 Manatee Avenue West
Suite 803
Bradenton, FL 34205

Description of Work:

Installation of 2" & 4" PVC watermain and 4 & 6" DIP watermain, all appertunances, (3) short single and double water service (1), 3 Back Flow Preventers, Connect to existing 4" & 6" waterlines , grout fill abandoned, sidewalk, asphalt mill and overlay, asphalt replacement including base, thermostriping, sod

Jim Shuler, PE

Senior Project Manager

Manatee County Public Works – Project Management
1022 26th Ave E, Bradenton FL 34208
941-708-7450 EXT 7306
jim.shuler@mymanatee.org
Project Amount \$650,000.00
NTP January, 2024
Completion June, 2024

Southwest Water Reclamation Facility Stormwater System Rehabilitation

Project # 603685
Manatee County Florida
Manatee County Government
1112 Manatee Avenue West
Suite 803
Bradenton, FL 34205

Description of Work:

Clear and grub 4.8 acres, remove & dispose of 32 trees, removal of approximately 3,200 square yards of asphalt, concrete and gravel , ditch bottom inlet , mitered end section, storm pipe and sanitary for Force main , cap and grout abandoned 20 inch Force main sanitary. Dewater head works pond, earthwork excavation 11,850 ft, established grade 25,750 LF, installation of 273 lf of RCP, 114 lf of 14x23-in ercp, installation of type e, h, f inlets, MES 18 in through 30 in , arv Access bridge. Riprap (fdot), stabilized subgrade, asphalt, concrete curb type f with gutter, 12-in ribbon curb sod 24,200 square yards , removal and replace of 1100 ft chain link fence

Tracey L. Webb P.E. / SR PM

McKim & Creed, Inc.

10500 University Center Dr, Suite 155
Tampa, FL 33612
PH: 813-549-3740
TWebb@mckimcreed.com
Project Amount \$1,767,021.72
NTP March, 2023
Completion September, 2024

Harris-McBurney Company
Statement of
Qualification and Experience
Florida Licensing
CGC1518512 / ES12000338

Basin 16 Gravity Sewer

Project # 6089980
Manatee County Florida
Manatee County Government
1112 Manatee Avenue West
Suite 803
Bradenton, FL 34205

Description of Work:

Gravity sewer point repairs which include removing and replacing approximately 8- to 12-inch gravity sewer, and pipe bursting of 8-inch HDPE gravity sewer. Work also consists of removing and replacing service laterals, reconnecting service laterals, reconnecting gravity sewer mains to existing manholes, and rehabilitation of manholes. Additionally, the project includes restoration of sidewalks, driveways, and pavement that will be disturbed by the construction of the proposed improvements.

Mike Semago, P.E.

Kimely-Horn

PH: 727-498-3633
Mike.Semago@kimley-horn.com
100 Second Avenue South, Suite 105N
St. Petersburg, FL. 33701

Project Amount	\$1,693,960.50
NTP	January, 2022
Completion	March, 2024

**ST. Augustine & Live Oak Water Main
Replacement Project PH III**

Project # 22-007
Temple Terrace, Hillsborough Co., Florida
City of Temple Terrace, FL
11250 North 56th Street
Temple Terrace, FL 33617

Description of Work:

Project includes the installation of approximately 2,966 linear feet of 6-inch C900 PVC water main, 993 linear feet of 8-inch C900 PVC water main, fittings, gate valves, fire hydrants, other appurtenances, abandonment and/or removal of approximately 6,584 linear feet of old 4-inch and 6-inch water mains and project restoration of sod, curbs, pavement, and sidewalk. There is 1 exploratory excavation in the work area to be performed as part of the project work. Additionally, 66 new potable water services and 66 irrigation services are to be relocated and installed on private property to connect the residential customers to the new water mains located in the front of the lots in the public rights-of-way.

Troy Tinch

PH: 813-506-6575
TTinch@Templeterrace.gov
11250 North 56th Street Temple Terrace, FL 33617
Director of Public Works Utilities
Temple Terrace Public Works

Project Amount	\$1,283,908.08
NTP	January, 2023
Completion	November, 2023

Medalist Road Watermain Replacement

Project # 6091970
Manatee County Florida
Manatee County Government
1112 Manatee Avenue West
Suite 803
Bradenton, FL 34205

Description of Work:

Construction of approximately 1,100 linear feet of 6" diameter watermain by open trench and approximately 522 linear feet of 2" water service lines by directional drill, which will replace the existing 4" diameter watermain on Medalist Road.

Jeff Streitmatter III, P.E.

Ph 941-708-7450 Ext. 7335
jeff.streitmatter@mymanatee.org
Project Management Division Manager
Manatee County Public Works Department

Project Amount	\$343,174.53
NTP	February, 2022
Completion	February, 2023

**San Remo Shores
Watermain Replacement**

Project # 6091970
Manatee County Florida
Manatee County Government
1112 Manatee Avenue West
Suite 803
Bradenton, FL 34205

Description of Work:

The Scope of Work consist of the construction of approximately 8,000 LF of 6-inch water main along Bamboo Terrace (101st Street West), Coconut Terrace (100th Street West), Plumosa Terrace (99th Street West), and Royal Palm Dr. (98th Street West) and 1,300 LF of 8-inch water main along Bamboo Terrace (101st Street West) and Royal Palm Drive (43rd Avenue West). Including the installation of water services, fire hydrants, and connections to existing water mains.

Jeff Streitmatter III, P.E.

Ph 941-708-7450 Ext. 7335
jeff.streitmatter@mymanatee.org
Project Management Division Manager
Manatee County Public Works Department

Project Amount	\$2,932,591.56
NTP	January, 2020
Completion	January, 2022

Harris-McBurney Company
Statement of
Qualification and Experience
Florida Licensing
CGC1518512 / ES12000338

Paradise Bay Watermain Replacement

Project No. 60101870
Manatee County Florida
Manatee County Government
1112 Manatee Avenue West
Suite 803
Bradenton, FL 34205

Description of Work:

Replacement and construction of approximately 126 linear feet of 6" and 10" diameter watermain waterlines by trenching and jack and bore of a 20" steel casing. This includes the installation of all appurtenances such as valves, fittings, fire hydrant assembly, pavement repair, maintenance of traffic (MOT), sod and surface restoration and dewatering

Jeff Streitmatter III, P.E.

Ph 941-708-7450 Ext. 7335

jeff.streitmatter@mymanatee.org

Project Management Division Manager

Manatee County Public Works Department

Project Amount	\$270,974.44
NTP	June, 2021
Completion	February, 2022

Lift Station No.6 Relocation and Collection

System Improvements

Project No. MULBY19002
City of Mulberry, FL
104 S Church Avenue
Mulberry FL 33860
Description of Work:

Sanitary sewer improvements (gravity sewer pipe replacement and point repairs) and the relocation of the existing Lift Station No.6.

Roger Homann, P.E.

Pennoni

(863) 888-0278

rhomann@pennoni.com

401 Third Street SW Winter Haven, FL 33880

Project Amount	\$643,818.84
NTP	March, 2021
Completion	November, 2021

End Of Service Life Force Main Replacements

Project No.'s 5150380, 5150480, 5150580, 6092370
Manatee County Florida
Manatee County Government
1112 Manatee Avenue West
Suite 803
Bradenton, FL 34205

Description of Work:

DeSoto Water Main Replacement

Project No. 6092370

Install 2,000 ft (+/-) of 6" DIP by open cut. (4) hydrants (12) 1" services with new backflow preventers. Connect to existing mains at six locations, grout fill abandoned 4" AC main. Remove and replace existing concrete and pavement driveways and road crossings. Install 3,000 SY of sod, mill, and overlay.

Force Main 10M Replacement

Project No. 5150580

Install 300 ft (+/-) 6" DR18 PVC roadway by open cut, install plug valves and connect to existing main and lift station. Install above ground 2" ARV, grout abandoned Force main and restore roadway including asphalt, rehab and line (3) manholes, mill, and overlay.

Force Main 29A Replacement

Project No. 5150380

Install 475 ft (+/-) of 12" DR18 PVC including aerial creek crossing, 60 ft, 12" DIP, (2) 2 in. above ground ARV's, Core Bore and connect to existing manhole, install plug valves, and connect to lift station. Grout fill abandoned existing main, remove, and replace concrete pavement driveways and road crossing. Remove and replace sidewalk and curb, grade and install 400 ft (+/-) SY of sod, rehab and line (3) manholes, mill, and overlay.

Old Tampa Force Main Replacement

Project No. 5150480

Install 130 ft (+/-) of 10" DR18 PVC, 45 ft (+/-) 20" DIP casing. Install 10" and 6" plug valves and 10" line stop. Connect to existing mains and grout abandoned main. Remove and replace concrete curb, driveway, and sidewalk, restore roadway crossings, including asphalt mill, and overlay, replace thermal striping. Grade and install 200 ft (+/-) SY of sod

ARV Replacement 54TH AVE

PID #003123M
Pinellas County B.O.C.C.
22211 US 19 N, Building 16
Clearwater, Florida 33765

Description of Work:

Work consists of the relocation/replacement of six (6) sites with below grade air release valve (ARV) into above grade ARV enclosures on the County's existing 24-inch force main. The project includes the demolition of existing concrete ARV manholes, installation of new C-900 PVC piping, isolation valves and appurtenances, tapping sleeves, line stops, ARV and ARV enclosure, Maintenance of Traffic (MOT) and site restoration.

Paul Giuliani, P.E. via Ed Ramous

(727)464-8833

Construction Division Director

22211 US Highway 19 North, Building 16

Clearwater, Florida 33765-2328

eramous@co.pinellas.fl.us

Project Amount	\$941,125.24
NTP	October, 2020
Completion	July, 2021

Harris-McBurney Company
Statement of
Qualification and Experience
Florida Licensing
CGC1518512 / ES12000338

State Road 60 Western Utilities Expansion

Project No. 16-419
City of Lake Wales
201 W. Central Ave.
Lake Wales, FL 33853

Description of Work:

Water Main: Installation of approx. 20,500 LF of 12" Water Main via HDD and open cut. 288 LF of 12" in 24" Casing Jack and bore, 7 fire hydrants, ARV's, Blow off assembly's, appurtenances asphalt, concrete and sod restoration

Force Main/Gravity: 9,400 LF of 12" Force Main Via HDD & Open cut 303 LF of 8" in 18" casing, 2 lift stations (5' & 10' diameter), 10 Sanitary structures (9 gravity), connect to head works, asphalt, concrete and sod restoration

**Force Main Replacement Package B:
FM8 / FM15 / FM1**

Project No's 6089580 / 6089680 / 6089480

Manatee County Florida
Manatee County Government
1112 Manatee Avenue West
Suite 803
Bradenton, FL 34205

Description of Work:

Furnish and install approximately 3,095 LF of 6" DR 18 PVC open cut method, approximately 2,920 LF of 6" DR 11 HDPE HDD method. Furnish and install all bends, valves, ARV and restraints to complete system. Connect to existing 6" Force Mains. Furnish and install approximately 750 LF of 10" SDR 26 gravity sewer 15' to 12' depth, 5 sanitary manholes 15' to 12' depth, tees, bends and clean outs to connect new system to existing sewer services. Furnish and install ARV manhole. Removed and replaced existing ex filtration trenches, Sidewalks, Shell, brick, paver and concrete driveways. Abandonment and grout fill of existing pipe lines and structures, Install asphalt patch mill and overlay affected areas

**ST. Augustine & Live Oak Water Main
Replacement Project PH I**

Project # 19-004
Temple Terrace, Hillsborough Co., Florida
City of Temple Terrace, FL
11250 North 56th Street
Temple Terrace, FL 33617

Description of Work:

Installation of approximately 2,718 linear feet of 6-inch water main, gate valves, fire hydrants, other appurtenances, and the abandonment of approximately 2,819 linear feet of old 2inch, 4inch, and 6inch water mains which are to be grout filled and/or abandoned. Two exploratory excavations, additionally approximately 43 new potable water services and 43 irrigation services are to be installed on private property to connect the residential customers to the new water mains located in the front of the lots in the public rights-of-way

East Alabama Culvert Replacement

Project: 19-036
City of Plant City, FL
City of Plant City
302 West Reynolds Street
Plant City, FL 33563

Description of Work:

Demolition of Existing drainage features and roadway, installation of 44 L.F. of 4' x 7' Concrete Box Culvert, including 12' Tall x 27' long Headwalls on each end. Installation of Guardrail, and paving restoration. Grading and Sodding of disturbed areas. roadway base

Mulholland Road Water Main

Project: 404-6046270
Manatee County Florida
Manatee County Government
1112 Manatee Avenue West
Suite 803
Bradenton, FL 34205

Description of Work:

Approximately 1,600 LF of 10" ductile iron pipe water main installed by open cut methods; 1,800 LF of 10" PVC water main installed by open cut method 10 linear feet (LF) of 8" PVC water main installed by open cut methods; 290 LF of 12" HDPE water main within a 20" HDPE casing. Installation of appurtenances, to include but not limited to gate valves, hydrants and ARV. Two (2) connect to existing 10" water mains, sodding, asphalt restoration

Jamison Tondreault, P.E.

Kimley-Horn

(863) 226-6877

jamison.tondreault@kimely-horn.com

116 S Kentucky Ave, Lakeland, FL 33801

Project Amount	\$5,317,408.89
NTP	Dec. , 2016 /(CO #3) October, 2020
Completion	May, 2018 /(CO #3) March, 2021

Michael Sturm, P.E., Project Manager

Manatee County Public Works

(941) 708-7450, extension 7332

michael.sturm@mymanatee.org

1022 26th Avenue East, Bradenton, FL 34208

Project Amount	\$1,292,805.86
NTP	March, 2019
Completion	August, 2020

David A. Wheeler, P.E. Senior Project Manager

CPH, Inc.

(407)425-0452 ext. 2024

dwheeler@cphcorp.com

1117 E. Robinson Street, Orlando, Florida 32801

Project Amount	\$517,144.84
NTP	August, 2019
Completion	August, 2020

**Greg Corning, PE
Sr Civil Engineer**

Wood Environment & Infrastructure Solutions, Inc

(314)920-8359

WSP USA

1101 Channelside Drive, Suite 200, Tampa, Florida 33602

greg.corning@wsp.com / greg.corning@woodplc.com

Project Amount	\$283,120.22
NTP	June, 2019
Completion	January, 2020

Dan Garner, P.E. , PM

Manatee County Public Works

(941) 708-7450, extension 7236

daniel.garner@mymanatee.org

1022 26th Avenue East, Bradenton, FL 34208

Project Amount	\$752,687.65
NTP	July, 2018
Completion	July, 2019

Harris-McBurney Company
Statement of Qualification and Experience (Private Sector)
Florida Licensing
CGC1518512 / ES12000338

Bay Pines National Cemetery
US Department of Veterans Affairs

Project No. 830CM3018
E & L Construction Group
5308 Bob Acres Road
Delcambre, LA 70528

Description of Work:

Demo existing roadway , Install Roadway Subgrade, Base, Roadway Asphalt Paving (6,875 SY 2.5" SP12.5) (6,865 SY 1.5" SP12.5)
Install Striping and Traffic Signage landscape,
Install Erosion Control Features , Traffic Control (Cemetery – Funeral's), Clear and Grub Limited Area, Excavate Existing Ponds (Enlarge), Install Storm Sewer System (2,400 L.F. – 8 Drainage Structures – (Pipe Sizes – 8" PVC to 36" RCP)
Relocate Water and Irrigation Services as Required, Demo Existing Roadway,

Christopher "Tipper" Sponge
President

E & L Construction Group, LLC (SDVOSB)
134 E. Main St.
New Iberia, LA 70560
Office: (337) 376-6230 / Mobile: (337) 224-1148
cesponge@elconstructiongroup.com

NTP	January, 2021
Completion	May, 2022

ST. Pete Gravel Parking
US Department of Veterans Affairs

Project No. VB3238
E & L Construction Group
5308 Bob Acres Road
Delcambre, LA 70528

Description of Work:

Construction of a storm water management system (drainage) and new interior Parking area for the Bay Pines National Administration Office, St. Petersburg, FL.
Drainage will convey the storm water to the existing On-site ponds via new stormwater pipes and inlets. Clear & Grub Site and remove existing gravel parking area, Install Subgrade, Base and asphalt (6,424 SY, 1.5", SP 12.5) for roadways and parking area.
Install underground stormwater drainage system to convey stormwater runoff to existing drainage swales. The system included 1000 L.F. of 15" to 30:" RCP Pipe and twelve (12) drainage structures. Removing and reinstalling walkway pavers and sidewalk.
Install irrigation system and landscaping.

Christopher "Tipper" Sponge
President

E & L Construction Group, LLC (SDVOSB)
134 E. Main St.
New Iberia, LA 70560
Office: (337) 376-6230 / Mobile: (337) 224-1148
cesponge@elconstructiongroup.com

NTP	June, 2023
Completion	December, 2023

Harris-McBurney Company

Telecommunication Qualification Statement

Governmental

Installation of Fiber Optic Cable, Conduit System, Pull Boxes

Manatee County, FL

Install Fiber Optic Infrastructure throughout Manatee County

Place fiber optic cable on a per work order basis

New build as well as existing systems, also installed structured cabling and OSP Copper plant

Bill Kersey, RNG

Infrastructure Division Manager
(941) 748-4501 x5803

Manatee County

Information Technologies Department

Project Amount (to date): \$4,726,204.00

Contract

Start Date

April, 2013

End Date

July, 2026

Fiber Optic Link / Police Department to Depot

Dade City, Florida

Install of approximately 1,500 FT (+ / -) 6 Strand Multimode

Fiber Optic Cable, conduit and pull boxes

Connecting Dade City Police Department to

Dade City Government Building

Robert Shaw

(352)523-5051

City of Dade City

Chuck Roberson

(352) 365-8814

CenturyLink

Project Amount: \$10,823.00

Completion: July 2012

School Board of Alachua County, Florida

Alachua County

Jessica Lunsford Clearance required on all employees

Bid # 11-56

Installation of Fiber Optic Cabling

and structured wiring

Lincoln Middle School & Bishop Middle School, Gainesville, Florida

Rob Korn

(352) 258-1276

Data Communications Manager

Project Amount: \$63,000.00

Completion: August 2011

School Board of Hillsborough County

Via - Verizon, LLC

Jessica Lunsford Clearance required on all employees

Installation of 60,569 FT of 12ct FOC, 10,000 FT

of 24ct FOC. Project included installation of

boxes and vaults, also, HDD, Trench, R & M

at 51 Tampa Bay Area Schools

Steve Foxx

Contract/Vendor Management, SE Region

(813)644-6401

Verizon, LLC

Project Amount \$303,000.00

Completion: May 2011

Harris-McBurney Company

Telecommunication Qualification Statement

Private

Smart City Telecom

Install Fiber Optic Infrastructure throughout Smart City footprint

Place fiber optic cable on a per work order basis

New build as well as existing systems, also installed

structured cabling and OSP Copper plant

Services include OSP construction

Cary Scott

(407) 267-5414

Smart City Telecom

Project Amount: \$850,000.00

Contract

Start Date November, 2019

End Date June, 2023

AT&T

Install Fiber Optic Infrastructure throughout AT&T footprint

Place fiber optic cable on a per work order basis

New build as well as existing systems, also installed

structured cabling and OSP Copper plant

Services include OSP construction

Brian Megowan

(407) 267-5414

AT&T

Project Amount: \$590,000.00

Contract

Start Date April, 2018

End Date March, 2020

Single Source Provider Contract

Frontier Communications (NC & SC)

Single Source Provider for Frontier's territories in

North and South Carolina

Crews made available 24 x 7 x 365 to respond to

any damage or outage scenarios that may arise,

crews to complete daily production of the Frontier build,

staff to report daily in progress work, invoicing

and complete redline/as-built drawings.

Cory Mee

585-777-0976

Frontier Communications

Project Amount \$30,376,738.00

Contract

Start Date January, 2016

End Date June, 2020

Single Source Provider Contract

Frontier Communications (Northern Ohio)

Single Source Provider for Frontier's territories in

Northern Ohio

Crews made available 24 x 7 x 365 to respond to

any damage or outage scenarios that may arise,

crews to complete daily production of the Frontier build,

staff to report daily in progress work, invoicing

and complete redline/as-built drawings.

Richelle Edwards

330-414-0004

Frontier Communications

Project Amount \$6,104,240.00

Contract

Start Date June, 2017

End Date January, 2021

Randolph Communications

Place buried service wire for Randolph Communications' new customers.

Place fiber optic cable on a per work order basis

Shad Brady

336-301-0423

Randolph Communications

Project Amount \$1,334,737.38

Contract

Start Date November, 2015

End Date March, 2017

Balsam West Fiber Net, LLC

Place fiber optic cable to new customers and cell sites on a per work order basis.

Danny Haines

828-399-9760

Balsam West Fiber Net, LLC

Project Amount \$18,284.02

Contract

Start Date June, 2017

End Date November, 2017

Harris-McBurney Company

Telecommunication Qualification Statement

Single Source Provider Contract

Verizon, LLC

Single Source Provider in the Southern and Coastal Area of Florida (Manatee, Sarasota, Pinellas and S.W. Pasco Counties). Crews made available 24 x 7 x 365 to respond to any damage or outage scenario that may arise, crews to complete daily production of the Verizon build, staff to report daily in progress work, invoicing and complete redline/as-built drawings.

Steve Foxx

Verizon, LLC

Contract/Vendor Management, SE Region

(813)644-6401

Project Amount

\$28,000,000.00

Contract

Start Date

June, 2012

End Date

February, 2015

3262 7P0A0AJ - Haynes City

US Highway 27 Project
Installation of approximately 61,600 FT of fiber in counts of 24,48,96 and 864
Including Boxes, Conduit and Manholes

Steve Foxx

Verizon, LLC

Contract/Vendor Management, SE Region

(813)644-6401

Project Amount

\$531,000.00

Completion: April 2012

Windstream

FB Fargo to Jasper Fiber
PINCS Project # 371020093
Installation of 62,018 FT of 24CT FOC, 1,400FT of 48CT FOC
to also include aerial fiber assembly units, vaults, sleeves, splice enclosures , 2,565FT of innerduct and pedestal assemblies

Marshall Hughes

Windstream

Project Manager

(229)890-4319

Project Amount:

\$210,000.00

Completion: January 2012

Camp Boggy Creek

via CentryLink
Installation of approximately 3,200FT of 48CT FOC, to include path creation , conduit and pull boxes

Cole Mangin

CentryLink

Sales Engineer

(407)661-5021

Project Amount:

\$13,000.00

Completion: March 2012

Shawn Ryan Gilbert

Vice President of Operations

Experience

02/2024 – Present Harris-McBurney Company Tampa, FL

Vice President of Operations

- Manages all operations of the Telecom Region as well as Water & Sewer in multiple states and is main point of contact with customers.

1/2015 – 02/2024 Harris-McBurney Company Tampa, FL

Director of Operations

- Oversaw day-to-day operations of the Telecom Region as well as Water & Sewer in multiple states and is main point of contact with customers.

6/2012 – 1/2015 Harris-McBurney Company Tampa, FL

Project Manager Telecom Region

- Oversaw day-to-day operations of the Verizon Single Source Provider (SSP) contract and is main point of contact with customer.

02/10-06/12 Harris-McBurney Company Tampa, FL

Inspector Telecom Region

- Oversaw day-to-day operations of various projects and inspected in-house crews and subcontractors.

09/04-02/10 Harris-McBurney Company Tampa, FL

FTTP Quality Control Inspector Telecom Region

- Oversaw day-to-day operations of the Verizon FTTP project and inspected in-house crews and subcontractors.

05/02-09/04 Harris-McBurney Company Tampa, FL

BICSI Technician Telecom Region

- Provided Structured Cabling and Interior Wiring work for various projects.

01/02-05/02 CTS -Nexte1 Tampa, FL

Clerk/ Shipping

- Managed the shipping and receiving department.

EDUCATION

2002 Graduated from Leto High School Tampa, FL

Florida State License Information •

- General Contractor License o. CGC1518512
- Home Inspector License o. HI5172

INTERESTS

- Masonic Lodge, Hillsborough #25
- Tampa Area Safety Council Member

MARYANNA STEMPLE

EXPERIENCE

02/24–Present Harris-McBurney Company Tampa, FL
Controller/CFO/Treasurer

- Responsibilities include preparation of monthly financials, working as liaison with outside CPA firm, annual budgets, preparation of corporate tax returns and related state tax returns, cash management and bank and insurance relationships. Other duties include supervision and training of accounting staff, in charge of PC network and software.

01/17–Present Harris-McBurney Company Tampa, FL
Corporate Secretary

- Ensures that the records of the Board's actions reflect that the Board has discharged its fiduciary duty under state law.

07/13–Present Harris-McBurney Company Tampa, FL
Executive Assistant/Compliance Officer

- Assists the President of the company with day to day tasks.
- Coordinates all employee benefits and company insurances and acts as liaison between the company and the insurance companies.
- Keeps company compliant on all government required reports such as EEOC reports, OSHA 300 & 300A logs, etc.
- Maintains Drug Free Workplace policy and works closely with third party administrator to make sure the company is staying compliant on its policy.
- Maintains company's workers' compensation, vehicle accident and damage claim records.
- Processes all necessary paperwork for all new hires, rehires and terminations and ensures all employee files are kept up-to-date.
- Makes travel arrangements for company employees as needed.

08/06–07/13 Harris-McBurney Company Tampa, FL
Finance Associate

- Prepared, calculated, and entered weekly payroll and submitted weekly Direct Deposit via internet.
- Prepared and submitted daily and weekly invoicing to various customers.
- Assisted the Treasurer of the company with weekly duties in accounts receivable and accounts payable.
- Completed monthly worker's compensation reports.
- Enhanced documents, created forms and templates.
- Answered multi-line phones.

03/05–07/06 E.C. Kenyon Construction Company Jacksonville, FL
Assistant Bookkeeper

- Prepared, calculated, and entered weekly payroll and submitted weekly Direct Deposit via internet.

FAX: (813) 623-5618 • E-MAIL: MSTEMPLE@HMCB.COM

2120 NORTH US HIGHWAY 301 • TAMPA, FL 33619-2654 • PHONE (813) 626-7171

- Made weekly tax deposits.
- Completed quarterly reports online.
- Assisted with Accounts payable and billing.
- Balanced job packages monthly.
- Enhanced documents, created forms and templates
- Answered multi-line phones

08/03–03/05 Trinity Baptist Church Jacksonville, FL
Administrative Assistant

- Planned and coordinated events.
- Designed and conducted slide presentations.
- Made travel arrangements.
- Internet research.
- Data entry into spreadsheets and grading programs.

EDUCATION

Trinity Baptist College	Jacksonville, FL
Associate of Science Degree / Office Administration	Degree 05/05

RELEVANT SKILLS

-
- Well-versed on USCIS's E-Verify Program
 - Knowledge and understanding of Davis Bacon Prevailing Wage determinations
 - Skilled in Energy Worldnet and ISNetwork

Kenneth (Kenny) Tillman

Supervisor – Region 45 – Water & Sewer Division

Experience

2010 - Present Harris-McBurney Company Tampa, FL
Supervisor, Water & Sewer Division

- Liaison for Project Manager, completes daily reports, updates status of work in place, advises crew of daily production to be completed

2008-2010 C & S Fence and Gate Seffner, FL
Owner / Operator

- Provide quote, complete contracts, and communicate with new customers, follow up on prior customers to ensure satisfaction of install and product, complete installations and removal of existing fence, direct crews of daily production

2003-2005 Larkin Contracting Tampa, FL
Pipe Foreman

- Oversee and direct pipeline crew personnel on installation of storm, water and sewer infrastructure installations adhering to and enforcing compliance with OSHA safety, permit requirements, and project specific specifications.

2003 – 2005 Chapman Contracting Tampa, FL
Pipe Foreman

- Oversee and direct pipeline crew personnel on installation of storm, water and sewer infrastructure installations adhering to and enforcing compliance with OSHA safety, permit requirements, and project specific specifications.

2000 – 2003 Sturgis Construction Corp. Tampa, FL
Pipe Foreman

- Oversee and direct pipeline crew personnel on installation of storm, water and sewer infrastructure installations adhering to and enforcing compliance with OSHA safety, permit requirements, and project specific specifications.

1993 – 2000 Kearney Development Tampa, FL
Pipe Foreman

- Oversee and direct pipeline crew personnel on installation of storm, water and sewer infrastructure installations adhering to and enforcing compliance with OSHA safety, permit requirements, and project specific specifications.



1992 - 1993
Pipe Layer

Chapman Contracting

Tampa, FL

- *Perform duties required to install pipeline infrastructure as directed including but not limited to operating required equipment.*

Kenneth Tillman



Tom Newton

Safety Director / HR Manager

Experience

2004 - Present Harris-McBurney Company Tampa, FL
Safety Director / HR Manager

- Currently responsible for overseeing safety on all projects
- Previously worked as a lineman then moved into Project Inspector for Verizon Americast, Project Manager for CATV build in Virginia
- Diverse in telecom as well as water and sewer

Education

- University of South Florida Tampa, FL
Bachelor of Arts / Political Science Degree 1974

Relevant Skills

- Trained in Advanced MOT from the Florida Department of Transportation
- Certified by OSHA for instruction in: OTI 500 and OTI 510 Occupational safety and health standards for the construction industry, CPR and First Aid, Counter Balance and Telescopic Forklift
- DEP Stormwater Erosion and Sedimentation Control Inspector

Interests

- Masonic Lodge, No. 25
- Egypt Temple Shrine
- Ancient & Accepted Scottish Right

Craig Lindeen

Supervisor– Water, Sewer & Telecom Divisions

Experience

2014 - Present Harris-McBurney Company Tampa, FL
Supervisor, Water & Sewer Division

- Liaison for Project Manager, completes daily reports, updates status of work in place, advises crew of daily production to be completed

2012 – 2014 Harris-McBurney Company Tampa, FL
Foreman / Operator

- Supervisor for crew's performing obligatory responsibilities on Verizon Single Source Provider Contract

2002 - 2012 Volt Telecommunications Clearwater, FL
Foreman/Operator

- Installing potable and reclaimed water distribution systems in Pinellas, Hillsborough and Manatee Counties. Drill Foreman installing pipe and running a tie-in crew.

2000-2002 Cornerstone Businesses Zephyrhills, FL
Foreman/Operator

- Responsible for directional drilling crew; building Level 3 systems and underground plant for Sprint. Foreman of placing crew, set manholes, tie-in sub duct systems, and verify ducts for Level # system.

1998 - 2000 Volt Telecommunications Clearwater, FL
Aerial Foreman / Directional Drill Foreman

- Built aerial and underground plant for GTE, both copper cable and fiber optic; responsible for aerial and directional drilling crew; built first leg of Level 3 system, 28 way sub duct system.

1996 – 1998 Lucent Technologies Camarillo, CA
Aerial Foreman / Field Engineer

- Responsible for aerial crew building VDT plant for GTE; inspected work in progress for quality and compliance, verifying permitting prior to construction starts; reviewed drawings for adequate contractible designs; actively. Identified and pursued resolution to problems, responsible for construction start to finish.

Certifications/licensures

- Class A CDL with tanker endorsement
- ATSSA Florida Advanced Training Certification
- Competent Person Certification
- HDPE Butt Fusion Training Certification
- HDPA Electro fusion Training Certification
- AHA CPR Certification

Craig Lindeen

Office (813)626-7171 Fax (813)623-5618 E-Mail clindeen@hmcB.com
2120 North US Highway 301 Tampa, FL 33619-2654

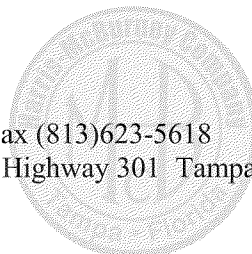


EXHIBIT “D”

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

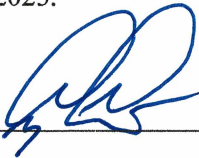
- a. Under this Agreement, grant funds will not be obligated or expended to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications 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 31st day of
July _____, 2025.

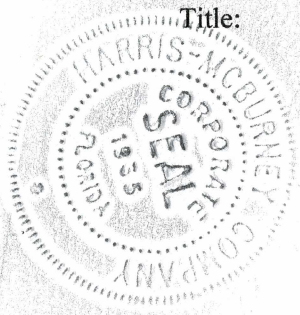
Signed: _____



Print Name: Gerry L Gilbert

Title: President

[END OF EXHIBIT]



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

Agenda Report

Agenda Title Name: Authorize the City Manager to execute a Services Agreement with KM2H, LLC for the 36th Avenue Seawall Repair capital improvement project in the amount of \$373,290.50

Action Request: Motion to authorize the City Manager to execute a Services Agreement with KM2H, LLC for the 36th Avenue Seawall Repair capital improvement project in the amount of \$373,290.50.

Strategic Objective: Reliable Infrastructure

Date: September 22, 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 qualified, licensed marine contractors with the expertise and capabilities to replace the existing seawall at the eastern terminus of 36th Avenue and East Maritana Drive. Two responsive sealed bids were received on July 10, 2025. KM2H, LLC was determined to be the lowest responsive and responsible bidder meeting all City qualification requirements.

The 36th Avenue project was ranked priority #4 in the FY 2025 capital improvement plan.

The contract provides all labor, materials, equipment, and skills necessary to complete the seawall replacement portion of the project. An accompanying agenda report is included for the roadway and stormwater portion of the project.

Funding: GL 250-5650 Resiliency Capital Improvements (\$373,290.50). The bid received is within budgeted funds and includes 10% contingency.

Attachments: 1. Services Agreement - Seawall

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

36th Avenue Seawall Repair

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and KM2H, LLC.. (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 **\$373,290.50**.
 - 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 6 months of the agreement.
10. Term. This Agreement will remain in effect for a period of (6) 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:

KM2H, LLC.
1224 Blackrush Dr.
Tarpon Springs, FL 34689

As to City:

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

With Copy To:

martin.hoegg@hotmail.de

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.

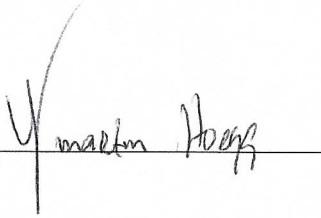
IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

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.

KM2H, LLC.

City of St. Pete Beach:

Signature: _____



Signature: _____

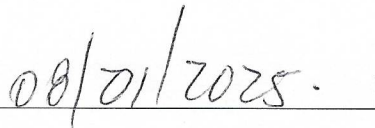
By: Martin Hoegg

By: Frances Robustelli

Its: .Owner

Its: City Manager

Date: _____



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:

Martin Hoegg Signature

Print Name: Martin Hoegg

Title: President

Company: KMZH LLC

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**

36th Avenue Seawall Repair

**Bids due on or before
07/10/2025 at 9:00 AM
EST(Deadline) City Hall, St. Pete
Beach, FL**

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Event	Date	Time
Publication of Bid	06/11/2025	8:00 AM
Pre-Bid Meeting (MANDATORY)	06/18/2025	11:00 AM
Deadline for Question Submission	07/02/2025	10:00 AM
Bid Receiving Deadline	07/10/2025	9:00 AM
Bid Opening	07/10/2025	10:30 AM

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in Seawall Repair.

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 **"36th Avenue Seawall Repair"** 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 **"36th Avenue Seawall Repair"**.

COMPANY: _____

ADDRESS: _____

BIDDER: _____
(SIGNATURE)

STATE OF FLORIDA
COUNTY OF _____

DATE: _____

PHONE: _____

NAME: _____

(PRINT NAME & TITLE)

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. Equipment List

36th Avenue Seawall Repair BID FORM						
The estimated quantities shown in the Bid Form are approximate and provided for informational purposes to aid in preparing Bid Proposals and to show the approximate scope of the work to be performed. The contractor shall perform their own quantity take-off and shall submit a bid showing the items of ALL work, unit prices, and lump sum price for all work. Any variations from the estimated quantities shall not entitle the bidder to an adjustment in the unit price or any additional compensation.						
Item No.	Description	Estimated Quantity	Bid Quantity	Unit	Unit Cost	Total
1.00	<u>GENERAL CONDITIONS</u>					
1.01	Mobilization	1		LS		
1.02	Maintenance of Traffic	1		LS		
1.03						
	GENERAL CONDITIONS SUB-TOTAL					

Please Provide pricing for
Mobilization and
Maintenance above and
Seawall Below.

3.00	<u>SEAWALL</u>					
3.01	Seawall	69		LF		
3.02	12" Wide Retaining Wall	3		CY		
3.03	Riprap	11		TN		
3.04	Sand	12		CY		
3.05	Manatee Grate for 36" Pipe	1		EA		
3.06	Modified U-Type Endwall Index 430-012	1		EA		
	SEAWALL SUB TOTAL					
	Contingency (10%)	1		LS		
Grand Total						

IV. GENERAL CONTRACT TERMS

REQUEST FOR BID

The City of St. Pete Beach is submitting this RFB for the purpose of soliciting bids from qualified, licensed contractors with the expertise and capabilities to repair the existing **36th Avenue Seawall**. Contractor to provide all labor, materials, equipment, and skills necessary to complete the 36th Avenue eastern terminus seawall repair in accordance with the design plans and specifications. Scope of work includes seawall construction.

LOCATIONS

The City of St. Pete Beach is soliciting bids from qualified Contractors for the **36th Avenue Seawall**.

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 electronic bid via Bonfire or DemandStar. If a link is needed to either, 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 on **06/18/2025 at 11:00 AM EST** Via TEAMS Call. Please contact the City's Procurement Manager (jtaylor@stpetebeach.org) for a meeting invitation and link to the Pre-bid Meeting.

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 07/02/2025**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFB**. All such Addenda shall become a part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed **RFB** made or given prior to the award of the contract. The City will not respond to questions received after the specified deadline. The City reserves the right to respond to any and all questions but is not required to do so.

BID PACKAGES

Sealed bids will be accepted by the City until **7/10/2025 at 9:00 AM EST** (Deadline). No bids shall be accepted by the City after this deadline – **NO EXCEPTIONS**. Bid Packages must be electronically submitted via Bonfire or DemandStar. If a link is needed for either site, please contact the Procurement Manager @ jtaylor@stpetebeach.org. All Bidders are invited to attend this bid opening.

Clearly marked as: “**36th Avenue Seawall Repair**”

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

Contractor to provide all labor, materials, equipment, and skills necessary to complete the 36th Avenue eastern terminus seawall repair in accordance with the design plans and specifications. Scope of work includes roadway, storm drainage, and seawall construction.

DETAILED SPECIFICATIONS

Contractor to provide all labor, materials, equipment, and skills necessary to complete the 36th Avenue eastern terminus seawall repair in accordance with the design plans and specifications. Scope of work includes seawall construction.

Standard work hours shall be from 7:30 AM until 6:00 PM, Monday through Saturday. No work shall take place on Sundays or on official City holidays without prior approval by the City Manager or designee at least 1 week prior to the scheduled work. A list of current official City holidays can be found on the City's Human Resources website at <http://www.stpetebeach.org/hr/holidays.html>. Contractor will coordinate scheduling of work with the City's Project Manager and City's Inspector. |

ADDITIONAL WORK DETAILS

Contractors or people 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 (6) months from contract execution. |

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

60% of Bid Total |

LIQUIDATED DAMAGES

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

PAYMENT

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

CHANGES IN THE WORK

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

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

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

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

Any such notice shall include sufficient detail to explain the basis of entitlement to a claim for an adjustment to the Contract Amount of Contract Time. When requested by the City Manager or designee, the Contractor shall furnish any additional information and details as may be required to determine the facts or allegations involved, which shall be provided within fifteen (15) business days of the request unless a longer time period

is allowed by the City Manager or designee.

The Contractor shall prepare bids detailing proposed adjustments to Contract Amount and/or Contract Time and submit them to the City Manager or designee within fifteen (15) business days of the City's issuance of a proposed Change Order or the Contractor's submitting a written notice of a change or claim for an adjustment to the Contract Amount or Contract Time. 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 Contact Documents to be performed by them, the City may serve written notice on the Contractor and the Surety on its' performance bond, stating the City's intention to exercise one of the remedies hereinafter set forth and the grounds upon which the City bases its right to exercise such remedy. In any event, unless the matter complained of is satisfactorily cleared within ten (10) business days after the service of such notice, the City may, without prejudice to any other right or remedy exercise one of such remedies at once; having first obtained a certificate from the City Manager or designee that such sufficient cause exists to justify such action.

The City may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and their Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance of the Contract within ten (10) ten days after service of the notice of termination, the City may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of their service, the Contractor shall not be entitled to any further payment under their Contract until the work is completed and accepted. If the City takes over the work and the unpaid Contract balance exceeds the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Contractor, the excess unpaid Contract balance shall be paid to the Contractor. If the City takes over the work and the unpaid Contract balance does not exceed the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Contractor, the Contractor and his Surety shall pay the difference to the City. The City Manager or designee shall certify such cost, expenses, and damages.

The City may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such event, the City shall be entitled to collect from the Contractor and his Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred by it through the default of the Contractor, provided the City Manager or designee approves the amount thus charged to the Contractor.

The City may require the Surety on the Contractor's bond to take control of the work at once and see to it that all deficiencies of the Contractor are made good with due diligence. As between the City and the Surety, the entire cost of making good such deficiencies shall be borne by the Surety. If the Surety takes over the work, either upon termination of the services of the Contractor or upon instructions from the City to do so, the provisions of the Contract Documents shall govern in respect to the work done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to the payment for the work and provisions of this section as to the right of the City to do the work itself or to take control of the work.

RIGHT OF OCCUPANCY

The City shall have the right, if necessary, to take possession of and to use any completed or partially completed portions of the work, if such use be approved by the City Manager or designee even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such possession and use if it materially interferes with the Contractor's operations. The City shall also have the right to enter the premises with the Contractor for the purpose of doing work not covered by its Contract.

ACCEPTANCE

Final inspection and acceptance of the work shall be made for the City by the City Manager or designee. Such inspection shall be made as soon as practical after the Contractor has notified the City in writing that the work is ready for such inspection.

WAIVER

It is expressly understood and agreed that any waiver granted by the City Manager or designee of any term, provision, or covenants of the Contract shall not constitute a precedent or breach of the same or any other terms, provisions, or covenants of the Contract. Neither the acceptance of the work by the City nor the

payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the City of any claim which the City may have against the Contractor or Surety under this Contract or otherwise.

INSPECTION

The City Manager or designee and his representative shall, at all times, have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship, are in accordance with the requirements and intentions of the Plans. All work done and all materials furnished shall be subject to their inspection and approval by the City Manager or his designee. If any work should be covered up without approval or consent of City Manager or designee, it must, if required by the City Manager or designee, be uncovered for examination at the Contractor's expense.

The City Manager or designee may order re-examination of questioned work and if so ordered, the Contractor must uncover the work. If such work were found in accordance with the Contract Documents, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless they show that the defect in the work was caused by another Contractor, and in that event, the City shall pay such cost.

The inspection of the work shall not relieve the Contractor of any of their obligations to fulfill their Contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on estimates for payment. All work shall be tested to the satisfaction of the City Manager or designee before acceptance.

BID REVIEW AND CONTRACT AWARD

Failure to submit all documents requested at the time of bid may deem the Contractor's bid ineligible for award. The City of St. Pete Beach reserves the right to reject any or all bids or parts of bids or accept any bid or part thereof deemed to be in the best interests to the City of St. Pete Beach. The City shall be the sole final judge of qualifications of the bidder to perform service and reserves the exclusive right to accept or reject any bids as it deems to be in the best interests of the City. The City may waive any informality.

LOCAL, STATE AND FEDERAL COMPLAINEE 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

IX. SAMPLE AGREEMENT

(Sample Agreement behind this page.)

EXHIBIT “B”

(Place Request for Bid behind this page)

Exhibit “C”

(Place Vendor’s Bid 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 acceptancy by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor will, after receipt of a written notice from the City to do so, promptly correct the work.
5. Damages. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 10, that Contractor has failed to properly and completely deliver all goods or provide all service specified herein. The Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
6. Remedies.
- a. Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the city resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.
 - b. Correction of Work. If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the city reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.
7. Waiver of Liens. Prior to final payment of the Contract Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.

8. Warranties.
- a. Warranty of Title. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.
 - b. Warranty of Specifications. The Contractor warrants that all goods, materials, workmanship furnished, whether by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
 - c. Warranty of Merchantability. The Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the city, or within such larger period of time as may be described by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor must after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Contractor a written acceptance of such condition.
9. Completion Date. Contractor shall provide the services, described herein to be completed within the first 12 months of the agreement.
10. Term. [This Agreement will remain in effect for a period of (3) three years with (2) 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 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)

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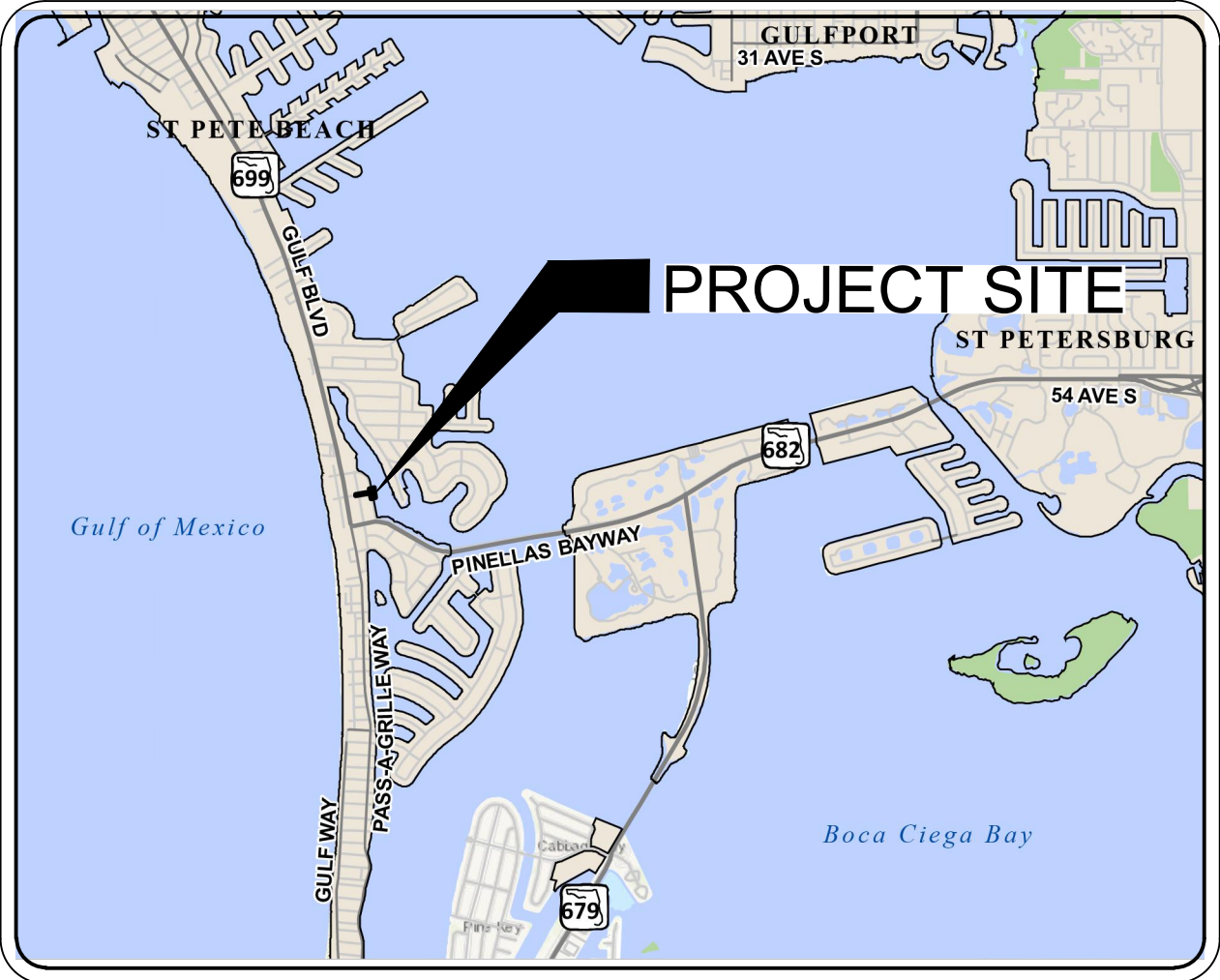
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CONSTRUCTION PLANS
FOR
**36TH AVENUE EASTERN
TERMINUS SEAWALL REPAIR**

PINELLAS COUNTY, FLORIDA, USA

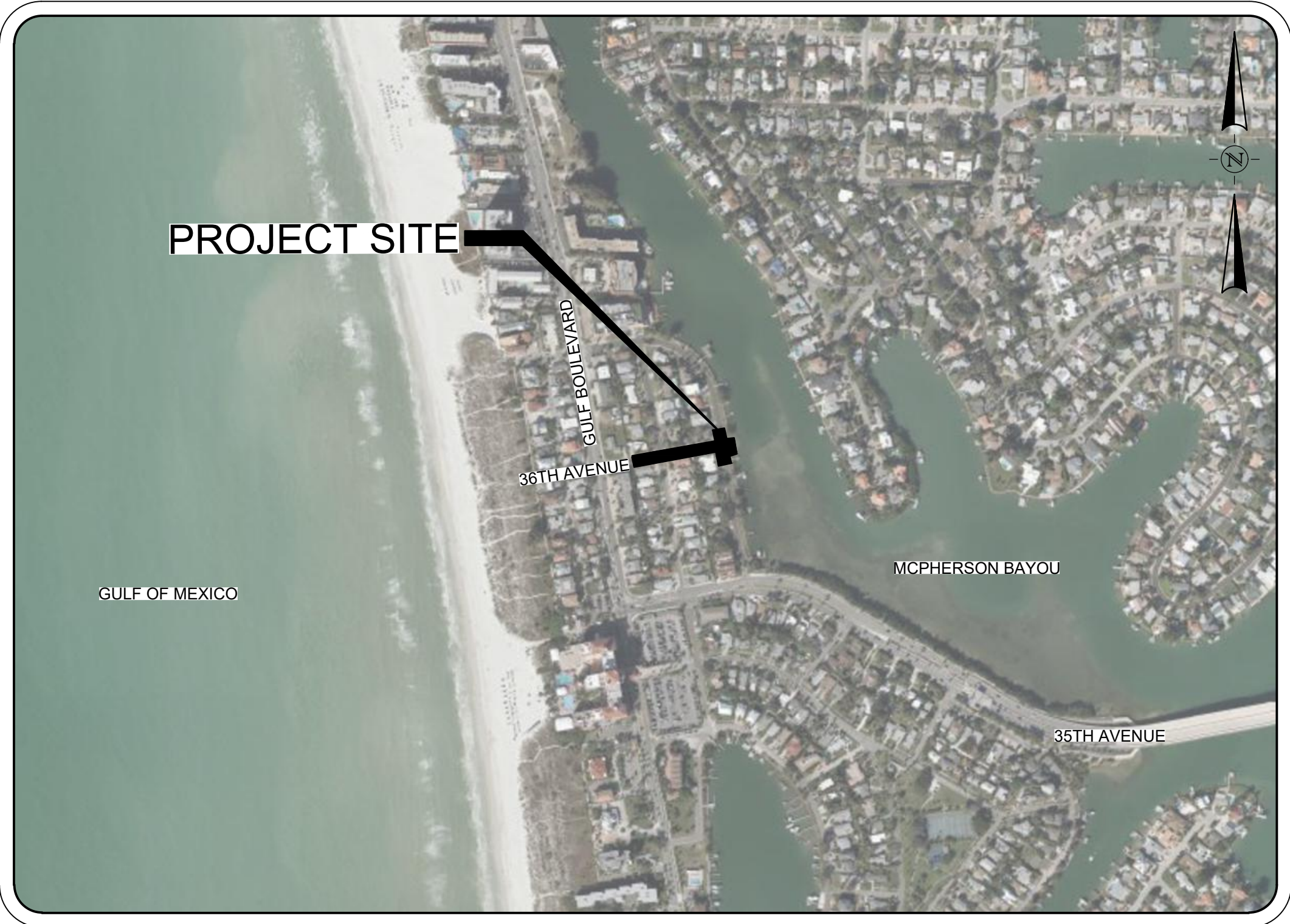
PREPARED FOR:
CITY OF ST. PETE BEACH

155 COREY AVENUE
ST.PETE BEACH FL 33706-1839
(727) 363-9224



SECTION 7, TOWNSHIP 32 S, RANGE 16 E,
LOCATION MAP

1"=4000'



PROJECT MAP

1"=500'

INDEX OF DRAWINGS

SHEET NUMBER	SHEET TITLE
C-01	COVER SHEET
C-02-C-03	GENERAL NOTES
C-04	EXISTING CONDITIONS
C-05	DEMOLITION PLAN
C-06	SITE PLAN
C-07	GRADING PLAN
C-08	PLAN & PROFILE
C-09	CROSS SECTIONS
C-10	DETAILS
C-11	STORM STRUCTURE DETAILS
C-12	STORM STRUCTURE DETAILS
C-13	STORM STRUCTURE DETAILS
C-14	DETAILS
S-01	STRUCTURAL NOTES, PLAN & SECTION
S-02	STRUCTURAL SECTIONS & DETAILS

ENGINEER

HALFF ASSOCIATES, INC.
1000 N. ASHLEY DRIVE SUITE 900
TAMPA, FL. 33602
CONTACT: ALISTAIR S. BRICE
EMAIL: Abrace@halff.com
TEL: (813) 620-4500

SURVEYOR

DENNIS J. BENHAM
11921 WANDSWORTH DRIVE,
TAMPA, FL 33626
EMAIL: DJBENHAM@YAHOO.COM

PREPARED BY:



1000 N. ASHLEY DRIVE SUITE 900
TAMPA, FLORIDA 33602
TEL. (813) 620-4500
www.halff.com
FL CA 33380 FL LC 26000645



THE INFORMATION SHOWN ON THESE DRAWINGS INDICATING SIZE, TYPE AND LOCATION OF UNDERGROUND, SURFACE, AND AERIAL UTILITIES IS NOT GUARANTEED TO BE EXACT OR COMPLETE. THE CONTRACTOR SHALL CONTACT THE SUNSHINE STATE "ONE CALL" AT 1-800-432-4770 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION FOR EXISTING UTILITY LOCATIONS. THE CONTRACTOR SHALL ALSO BE FULLY RESPONSIBLE FOR FIELD VERIFYING LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES AFFECTED BY CONSTRUCTION FOR THIS PROJECT IN ORDER TO AVOID DAMAGING THOSE UTILITIES, AND SHALL IMMEDIATELY ARRANGE FOR REPAIR AND RESTORATION OF CONTRACTOR DAMAGED UTILITIES TO THE UTILITY COMPANY'S APPROVAL AT THE EXPENSE OF THE CONTRACTOR.

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PAVING AND GRADING NOTES:

- ALL DELETERIOUS SUBSURFACE MATERIAL (I.E. MUCK, PEAT, BURIED DEBRIS) IS TO BE EXCAVATED IN ACCORDANCE WITH THESE PLANS OR AS DIRECTED BY THE OWNER, THE OWNER'S ENGINEER, OR OWNER'S SOIL TESTING COMPANY. DELETERIOUS MATERIAL IS TO BE STOCKPILED OR REMOVED FROM THE SITE AS DIRECTED BY THE OWNER. EXCAVATED AREAS TO BE BACK FILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ANY PERMITS NECESSARY FOR REMOVING DELETERIOUS MATERIAL FROM THE SITE. ENGINEER SHALL BE NOTIFIED OF ANY MATERIAL ENCOUNTERED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING TRENCH EXCAVATIONS AGAINST COLLAPSE AND SHALL PROVIDE BRACING, SHEETING OR SHORING AS NECESSARY. DEWATERING METHODS SHALL BE USED AS REQUIRED TO KEEP TRENCHES DRY WHILE PIPE AND APPURTENANCES ARE BEING PLACED.
- ALL NECESSARY FILL AND EMBANKMENT THAT IS PLACED DURING CONSTRUCTION SHALL CONSIST OF MATERIAL SPECIFIED BY THE OWNER'S SOIL TESTING COMPANY OR ENGINEER AND SHALL BE PLACED AND COMPACTED ACCORDING TO THESE PLANS OR THE REFERENCED SOILS REPORT. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION ACTIVITIES, WHICH INCLUDE BUT ARE NOT LIMITED TO EARTHWORK ACTIVITIES, SUB GRADE PREPARATION, ETC. CONFORM TO THE STRICTER OF THE CITY OF ST.PETE BEACH, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), AND THE PROJECT GEOTECHNICAL REPORT.
- THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER OF RECORD IMMEDIATELY IF UNSUITABLE SOIL IS ENCOUNTERED DURING EXCAVATION. UNSUITABLE SOIL SHALL NOT BE USED ON-SITE WITHOUT WRITTEN CONSENT FROM THE OWNER AND ENGINEER OF RECORD.
- PROPOSED SPOT ELEVATIONS REPRESENT FINISHED PAVEMENT OR GROUND SURFACE GRADE UNLESS OTHERWISE NOTED ON DRAWINGS.
- CONTRACTOR SHALL PROVIDE A SMOOTH PAVEMENT TRANSITION BY SAW CUTTING AND REMOVING EXISTING PAVEMENT, MILLING, TACK COATING SURFACE, AND MATCHING THE EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT MEETS EXISTING PAVEMENT. TRANSITION SHALL NOT BE LESS THAN 36" OR AS OTHERWISE SHOWN ON THE CONSTRUCTION PLANS OR REQUIRED BY THE AUTHORITY HAVING JURISDICTION (AHJ).
- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE SOILS AND PAVEMENT BASE TESTING. CONTRACTOR SHALL REVIEW AND SUBMIT TESTING REPORTS TO OWNER'S ENGINEER ON A WEEKLY BASIS. TESTS WILL BE REQUIRED PURSUANT WITH THE TESTING SCHEDULE REQUIRED BY THE GOVERNMENTAL AGENCY HAVING JURISDICTION OVER THIS WORK. UPON THE COMPLETION OF THIS WORK THE GEOTECHNICAL ENGINEER WILL SUBMIT CERTIFICATIONS TO THE OWNER'S ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MET. CONTRACTOR IS RESPONSIBLE FOR IMMEDIATELY CORRECTING ANY DEFICIENCIES FOUND BY THE TESTING.
- A QUALIFIED TESTING LABORATORY SELECTED OR APPROVED BY THE OWNER SHALL PERFORM ALL TESTING NECESSARY TO ASSURE COMPLIANCE OF THE IN-PLACE MATERIALS AS REQUIRED BY THESE PLANS, SPECIFICATIONS AND THE AUTHORITIES HAVING JURISDICTION. SHOULD ANY RETESTING BE REQUIRED DUE TO THE FAILURE OF ANY TESTS TO MEET THE MINIMUM REQUIREMENTS, THE CONTRACTOR SHALL BEAR ALL COSTS OF SAID RETESTING.
- MIXING IN PLACE OF SOIL CEMENT WILL NOT BE ALLOWED. PLANT PRODUCED ON-SITE (I.E. VIA A PUG MILL) IS ALLOWABLE.
- CONTRACTOR TO UTILIZE SAME PAVEMENT BASE OPTION MATERIAL FOR ALL PAVING WITHIN PROJECT.
- CONTRACTOR SHALL FINISH ALL EXPOSED BACK OF CURB FOR SURFACE IMPERFECTION (PITTED HOLES OR CREVICES).
- COMPACTED SUB-GRADE SHALL BE MECHANICALLY MIXED FOR STABILIZATION TO THE SPECIFIED DEPTH PRIOR TO GRADING, COMPACTION, AND TESTING AS NECESSARY TO ACHIEVE THE MINIMUM INDICATED LBR.
- CONTRACTOR TO PROVIDE A 1/2" TO 1" WIDE BITUMINOUS EXPANSION JOINT MATERIAL BETWEEN ANY CONCRETE OR SIMILAR SURFACES POURED OR PLACED DURING SEPARATE OCCURENCES. THE EXPANSION JOINT MATERIAL SHALL MATCH THE HEIGHT OR DEPTH OF THE SIDEWALK OR PAVEMENT CROSS SECTION.
- UNLESS OTHERWISE NOTED, ALL CONCRETE SIDEWALK AND/OR PAVEMENT SHALL HAVE A MINIMUM ULTIMATE COMPRESSIVE STRENGTH OF 3,000 PSI (28-DAY), BE REINFORCED WITH SYNTHETIC FIBER REINFORCING MEETING ASTM C116 (NYCON LOCAL MESH OR APPROVED EQUAL), AND BE TREATED WITH A CURING COMPOUND MEETING ASTM C309 REQUIREMENTS, UNLESS LOCAL AGENCY REQUIREMENTS ARE MORE STRINGENT.
- THE CONTRACTOR SHALL STABILIZE ALL DISTURBED GROUND BY SEEDING/MULCHING, SOD, OR OTHER APPROVED MATERIALS. SWALES AND OTHER AREAS SUBJECT TO FLOWING WATER SHALL BE SODDED. SLOPES FLATTER THAN 6:1 MAY BE STABILIZED VIA SEED/MULCH AND SLOPES 6:1 OR STEEPER SHALL BE SODDED (3:1 OR STEEPER MUST BE STAKED). ADDITIONAL AREAS REQUIRING SOD SHALL BE AS INDICATED ON THE CONSTRUCTION PLANS, AND/OR SPECIFICATIONS, OR AS DIRECTED BY OWNER DURING BIDDING PROCESS. ANY DISTURBED AREAS SHALL BE STABILIZED WITHIN ONE WEEK (OR SOONER) FOLLOWING CONSTRUCTION OF THE UNDERLYING ACTIVITY. THE CONTRACTOR SHALL MAINTAIN SUCH AREAS BY REPAIRING AND WATERING UNTIL THE AREA IS STABLE AND EROSION FREE. ANY DAMAGE FROM FAILURE TO ADEQUATELY STABILIZE, PROTECT, OR MAINTAIN THESE AREAS SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE ENGINEER OF RECORD NOR THE OWNER IS RESPONSIBLE FOR THE MEANS AND METHODS OF ADEQUATELY STABILIZING THE PROJECT.
- LIMITS OF SOD WITHIN STORMWATER PONDS SHALL BE WATER LEVEL AT TIME OF SODDING OR THE DESIGN SEASONAL HIGH WATER LEVEL (SHW) AS SHOWN ON THE PLANS, WHICHEVER IS LOWER.
- THE CONTRACTOR SHALL NOT ALTER THE EXISTING HISTORICAL DRAINAGE PATTERNS IN REGARD TO THE EXISTING PAVING CROSS SECTIONS, SIDEWALKS AND GRASS SWALES ON OR ADJACENT TO THE PROJECT UNLESS SPECIFICALLY DEPICTED ON THE CONSTRUCTION PLANS.
- ASPHALT TYPES AND MIX DESIGN SHALL BE FDOT STANDARD PER FDOT MATERIALS SPECIFICATIONS. LIFTS SHALL MEET THE MINIMUM AND MAXIMUM ALLOWABLE PER PAVEMENT TYPE AS PERMITTED BY FDOT. NO CHANGE ORDERS WILL BE ALLOWED RESULTING FROM A NEED FOR MULTIPLE LIFTS TO ACHIEVE THE REQUIRED PAVEMENT THICKNESS.
- ALL CURB CUT RAMPS TO BE CONSTRUCTED PER FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS (FDOT INDEX 522-002) AND BE ADA COMPLIANT INCLUDING USE OF TRUNCATED DOME TACTILE SURFACE.
- CURBING WILL BE PLACED AT THE EDGE OF ALL PAVEMENT, AS SHOWN ON THE PLANS.
- TERMINATION OF BOTH FDOT TYPE "F" AND TYPE "D" CURB SHALL INCLUDE A 3' TRANSITION TO FLUSH UNLESS OTHERWISE NOTED ON THE CONSTRUCTION DRAWINGS.
- LIMEROCK AND COMPACTED BASE MUST BE REMOVED FROM ALL LANDSCAPE AREAS. SITE CONTRACTOR SHALL COORDINATE WITH LANDSCAPE CONTRACTOR REGARDING BACKFILL WITHIN LANDSCAPE ISLANDS. BACKFILL VOLUME TO BE ADJUSTED TO ACCOUNT FOR ADMIXTURE REQUIREMENTS SHOWN ON LANDSCAPE PLANS. LANDSCAPE BEDS TO BE FINE GRADED TO PROVIDE POSITIVE DRAINAGE PRIOR TO INSTALLATION OF PLANT MATERIAL.

SITE PLAN AND COORDINATE GEOMETRY NOTES:

- ALL POINTS AND MONUMENTS SHALL BE SURVEYED UPON MOBILIZATION TO VERIFY THEIR ACCURACY. ANY DISCREPANCIES DISCOVERED MUST BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD IN WRITING PRIOR TO CONSTRUCTION.
- MONUMENTS AND OTHER SURVEY CONTROL POINTS SHALL BE PROTECTED FROM DAMAGE AND DISTURBANCE. IF ANY CONTROL POINTS ARE DAMAGED OR DISTURBED, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE ENGINEER OF RECORD AND REPLACE THE CONTROL POINTS TO THEIR ORIGINAL CONDITION AT THEIR OWN EXPENSE.
- REFER TO SURVEY FOR ELEVATION DATUM INFORMATION.
- LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS, ELEVATIONS AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES AFFECTING THE PROPOSED WORK.
- ALL DIMENSIONS SHOWN ON PLAN ARE TO FACE OF BUILDING, EDGE OF PAVEMENT, FACE OF CURB, OR CENTERLINE OF STRUCTURE, UNLESS NOTED OTHERWISE.
- DIGITAL OR ELECTRONIC REPRESENTATION OF THESE CONSTRUCTION PLANS DOES NOT CONSTITUTE A COORDINATE CONTROL MAP OR MATHEMATICALLY CONTROLLED INFORMATION FOR THE USE OF CONSTRUCTION STAKEOUT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND/OR THE CONTRACTOR'S SURVEYOR TO ENSURE THAT ANY DIGITAL OR ELECTRONIC REPRESENTATION OF THESE PLANS IS IN COMPLETE CONFORMANCE WITH ALL OF THE NOTATIONS, SPECIFICATIONS, DETAILS, AND OTHER DATA APPEARING ON OR AS MAY BE DERIVED FROM THESE CONSTRUCTION PLANS.

DRAINAGE NOTES:

- ALL STORM SEWER PIPE SHALL BE CLASS III UNLESS OTHERWISE NOTED ON PLANS.
 - ALTERNATIVE DRAINAGE PIPE MATERIALS AND SUBSTITUTIONS MUST BE LISTED AS A BID ALTERNATE MATERIAL DURING THE INITIAL BIDDING PHASE FOR CONSIDERATION. SUBSTITUTION OF PIPE MATERIALS DURING THE CONSTRUCTION PHASE IS NOT PERMISSIBLE WITHOUT SPECIFIC WRITTEN APPROVAL FROM THE ENGINEER OF RECORD AND OWNER.
 - IF SPECIFIED, HDPE PIPE SHALL BE SMOOTH INTERIOR, CORRUGATED EXTERIOR, WITH INTEGRAL GASKETED WATER-TIGHT JOINT MEETING ASTM F 477 AND ASTM D 3212.
 - IF SPECIFIED, POLYPROPYLENE PIPE (PP) SHALL BE DUAL WALL (SMOOTH INTERIOR, CORRUGATED EXTERIOR) WITH INTEGRAL BELLS MEETING EITHER (ASTM F2736, ASTM F2881, OR AASHTO M330). PIPE SHALL HAVE GASKETED JOINTS MEETING ASTM D3212 REQUIREMENTS (10.8 PSI). SPIGOTS SHALL HAVE INTEGRAL GASKETS MEETING THE REQUIREMENTS OF ASTM F477. PIPE MATERIAL SHALL BE AN IMPACT MODIFIED COPOLYMER MEETING THE MATERIAL REQUIREMENTS OF ASTM F2736, SECTION 4, ASTM F2881, SECTION 5 AND AASHTO M330, SECTION 6.1 FOR THE RESPECTIVE DIAMETERS.
 - THE USE OF FLEXIBLE STORMWATER PIPE MATERIALS (PVC, HDPE, ETC) SHALL REQUIRE THE USE OF WATERTIGHT "BOOTED" CONNECTIONS AT ALL STORMWATER STRUCTURES, IE . COMPRESSION GASKET, FLEXIBLE BOOT, GROUTED WATERSTOP, OR OTHER MANUFACTURER APPROVED METHOD. NO GROUTING OF STRUCTURE OPENINGS WILL BE PERMITTED WHEN USING FLEXIBLE PIPE MATERIALS.
 - ALL FLEXIBLE PIPE SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS. CONTRACTOR SHALL PROVED ENGINEER OF RECORD A COPY OF MATERIAL TEST LAB REPORTS FOR ALL BACKFILL MATERIAL AND DENSITY TESTS PRIOR TO LAMPING / INSPECTING THE STORM SYSTEM. ANY SEGMENTS WITHOUT ADEQUATE DOCUMENTATION SHALL BE REMOVED AND REINSTALLED AT THE CONTRACTOR'S EXPENSE.
- DRAINAGE STRUCTURES SHALL BE IN ACCORDANCE WITH FDOT INDEX UNLESS OTHERWISE NOTED ON PLANS. STRUCTURE BOTTOM SIZES SHALL BE ADJUSTED OR MODIFIED PER FDOT INDEX WHEN LARGER PIPES ARE INDICATED.
- STORM STRUCTURE LABELS ON THE CONSTRUCTION DRAWINGS MAY NOT INDICATE THE NEED FOR SPECIALTY SIZING (I.E. J BOTTOMS). IT IS THE CONTRACTOR AND PRE-CASTERS RESPONSIBILITY TO PROVIDE ADEQUATE STRUCTURES MEETING THE APPLICABLE REQUIREMENTS AND SHALL BE INCLUDED IN THE BASE BID.
- PIPE LENGTHS SHOWN ARE APPROXIMATE AND MEASURED TO CENTER OF DRAINAGE STRUCTURE WITH THE EXCEPTION OF MITERED END SECTION (MES) AND FLARED END SECTION (FES) WHICH ARE NOT INCLUDED IN LENGTHS. THE CONTRACTOR SHALL VERIFY ALL QUANTITIES AS SHOWN ON THE PLANS OR BID SCHEDULE (IF PROVIDED BY OWNER) PRIOR TO FINALIZING THEIR SUBMITTAL OF BIDS/PROPOSAL AND INFORM THE ENGINEER OF ANY DISCREPANCIES.
- PIPE ENDS SHALL BE ADJUSTED TO DAYLIGHT DURING INITIAL CONSTRUCTION OF THE PIPELINE. THIS MAY REQUIRE THE REMOVAL OR ADDITION OF PIPE SECTIONS.
- ALL STORM DRAINAGE PIPING SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S ENGINEER OR ENGINEER'S REPRESENTATIVE PRIOR TO THE PLACEMENT OF BACK FILL.
- THE CONTRACTOR MUST PROVIDE CCTV VIDEO (IN DVD OR OTHER DIGITAL FORMAT) OF THE NEWLY CONSTRUCTED STORMWATER PIPELINE FOR REVIEW AND ACCEPTANCE. PRIOR TO SUBMITTING VIDEOS TO THE ENGINEER FOR REVIEW, THE CONTRACTOR SHALL REVIEW THE VIDEOS FIRST FOR DISCREPANCIES AND FOR COMPLETENESS TO MAKE SURE THAT ALL PIPELINE SECTIONS ARE INCLUDED.
- THE CONTRACTOR SHALL PROVIDE EROSION CONTROL TO MAINTAIN AND PROTECT THE STORM DRAINAGE SYSTEM FROM MUD, DIRT, DEBRIS, ETC. THE SYSTEM SHALL BE PROTECTED UNTIL THE ADJACENT LAND AREAS ARE DEEMED STABLE AND WRITTEN FINAL ACCEPTANCE OF THE PROJECT HAS BEEN PROVIDED. THE CONTRACTOR MAY BE REQUIRED TO PRESSURE CLEAN PIPES AND INLETS FOR FINAL ACCEPTANCE.
- ALL FDOT DITCH BOTTOM INLETS IN THE PROPOSED PAVEMENT AREAS AND WITHIN THE DESIGNATED EASEMENTS OR PUBLIC ROW SHALL BE MODIFIED FOR TRAFFIC BEARING (H-20) WITH HOT DIPPED GALVANIZED RETICULINE STEEL GRATES AND METAL ANGLE FRAMES SUPPORT FOR GRATES. ANGLE FRAME SHALL BE PART OF THE PRECAST CONCRETE STRUCTURES, INDICATED ON THE SHOP DRAWINGS, AND THE PRECAST SHALL BE ACCORDANCE WITH FDOT SPECIFICATIONS (INCLUDING EYEBOLT & CHAIN).
- ALL EXISTING STRUCTURES TO BE MODIFIED AS REQUIRED TO MEET H-20 LOAD RATING AND ADJUSTED TO MEET PROPOSED GRADE. PRIVATE MANHOLES TO BE LABELED "STORM" AND MANHOLES LOCATED WITHIN PUBLIC RIGHT-OF-WAY OR EASEMENTS SHALL HAVE THE GOVERNING AGENCY MASCOT & LETTERING.
- ALL MITERED END SECTIONS FOR SIDE DRAIN PIPES AT DRIVEWAY ENTRANCES ON PUBLIC (MUNICIPAL OR FDOT) ROADWAYS MUST BE CONSTRUCTED WITH A CONCRETE TOE FOUNDATION IN ACCORDANCE WITH FDOT INDEX 430-022.
- NO POND/LAKE EXCAVATION (FOR ANY PURPOSE) SHALL EXTEND BEYOND OR BELOW THE PERMITTED DESIGN DEPTHS/ELEVATIONS SHOWN ON THE DRAWINGS. NO LOWER SEMI-CONFINING UNIT CLAYEY MATERIALS AND NO WEATHERED LIMESTONE MATERIALS SHALL BE EXCAVATED, REGARDLESS IF THESE MATERIALS ARE ENCOUNTERED WITHIN THE PERMITTED EXCAVATION DEPTHS/ELEVATIONS SHOWN ON THE PLANS. TEMPORARY DEWATERING DITCHES OR SUMPS (FOR POND/LAKE EXCAVATION) SHALL NOT EXTEND BELOW THE PERMITTED DESIGN DEPTHS/ELEVATIONS SHOWN ON THE DRAWINGS. IF ANY LOWER SEMI-CONFINING UNIT CLAYEY MATERIALS OR WEATHERED LIMESTONE MATERIALS ARE ENCOUNTERED ABOVE THE PERMITTED EXCAVATION DEPTHS/ELEVATIONS, THEN EXCAVATION OPERATIONS IN THAT POND/LAKE AREA SHALL IMMEDIATELY CEASE IN THE GENERAL AREA, AND THE GEOTECHNICAL CONSULTANT AND ENGINEER OF RECORD SHALL BE NOTIFIED TO PROVIDE SUBSEQUENT EVALUATIONS / RECOMMENDATIONS, AS APPROPRIATE, WHICH SHALL BE IMPLEMENTED BY THE CONTRACTOR. EPC (OR FDEP) MUST BE CONTACTED PRIOR TO ANY EXCAVATION OF CLAYS OR EXCEEDING THE PERMITTED EXCAVATION DEPTH.
- JOINTS OF STORM SEWER SHALL BE STAGGERED FOR CROSSINGS OF SANITARY SEWER WITH LESS THAN 18 INCHES OF VERTICAL CLEARANCE SO THAT THE PIPE BELL IS NOT LOCATED AT THE CROSSING.
- AS A COST SAVINGS MEASURE STORM STRUCTURES WITH MULTIPLE PIPE CONNECTIONS MAY BE OFFSET FROM THE CENTER OF THE STRUCTURE TO REDUCE THE OVERALL STRUCTURE SIZE. CONTRACTOR IS TO COORDINATE OFFSET CONNECTIONS WITH APPROPRIATE SUBCONTRACTORS INCLUDING PROJECT SURVEYOR.

TRAFFIC CONTROL GENERAL NOTES:

- THE MAINTENANCE OF TRAFFIC SHALL CONFORM TO THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" (MUTCD- LATEST EDITION) AND FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD PLANS" (LATEST EDITION).
- THE MINIMUM TEMPORARY LANE WIDTH ALLOWED WILL BE 10 FEET.
- CONTRACTOR SHALL NOTIFY THE LOCAL AUTHORITIES HAVING JURISDICTION (ENGINEERING, LAW ENFORCEMENT, EMERGENCY SERVICES, SCHOOL BOARD, ETC.) AND THE ENGINEER OF RECORD A MINIMUM OF 24 HOURS IN ADVANCE OF ANY PROPOSED LANE CLOSURES AND/OR DETOURS.
- TEMPORARY REFLECTIVE PAVEMENT MARKERS SHALL BE PROVIDED ON ALL TEMPORARY LANE LINES AND MEDIAN EDGE LINES IN ACCORDANCE WITH FDOT INDEXES.
- ALL TRAFFIC LANES MUST REMAIN OPEN FOR TRAFFIC DURING A HURRICANE EVACUATION NOTICE OR OTHER CATASTROPHIC EVENTS AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION / EVENT AS DIRECTED BY THE ENGINEER OF RECORD OR LOCAL JURISDICTION.
- THE CONTRACTOR SHALL MAINTAIN AND KEEP STREET NAME IDENTIFICATION VISIBLE DURING CONSTRUCTION OPERATIONS IN ORDER TO FACILITATE EMERGENCY VEHICLE TRAFFIC.
- THE CONTRACTOR SHALL PROVIDE AT LEAST THREE (3) DAYS ADVANCE WRITTEN NOTICE TO PROPERTY OWNER'S IMPACTED BY PROPOSED TEMPORARY CLOSURE OR RELOCATION OF EXISTING DRIVEWAYS.

SIGNING AND PAVEMENT MARKING NOTES:

- ALL TRAFFIC CONTROL MARKINGS AND DEVICES SHALL CONFORM TO THE PROVISIONS SET FORTH IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) PREPARED BY THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION (LATEST EDITION) AND THE "FDOT STANDARD PLANS" (LATEST EDITION).
- ALL FLORIDA ROUTE MARKERS MUST CONFORM TO FDOT DESIGN STANDARDS INDEX 700-102.
- PAVEMENT MARKINGS SHALL BE PLACED AS SHOWN IN THE PLANS AND THE APPROPRIATE FDOT DESIGN STANDARDS INDEX. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD IN WRITING.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LENGTH OF COLUMN (POST) SUPPORTS IN THE FIELD PRIOR TO FABRICATION. COLUMN HEIGHTS AND DIMENSION SHALL CONFORM TO FDOT STANDARDS.
- RAISED PAVEMENT MARKERS (RPM'S) SHALL BE INSTALLED PER FDOT INDEX 706-001.
- PAINT ALL MEDIAN NOSES AND RAISED ISLAND NOSES REFLECTIVE WHITE OR REFLECTIVE YELLOW (COLOR INDICATED IN THE PLANS). ABSENCE OF A CALLOUT RELATED TO THIS DETAIL DOES NOT ELIMINATE THIS REQUIREMENT.
- CAUTION MUST BE EXERCISED WHILE RELOCATING EXISTING SIGNS SO AS TO PREVENT DAMAGE TO THE SIGNS. IF THE SIGNS ARE DAMAGED BEYOND USE, AS DETERMINED BY THE ENGINEER OR LOCAL AGENCY HAVING JURISDICTION THEN THEY SHALL BE REPLACED BY THE CONTRACTOR AT THEIR EXPENSE. IF SIGNS ARE IN POOR CONDITION PRIOR TO REMOVAL, THE ENGINEER OF RECORD AND OWNER SHALL BE NOTIFIED IN WRITING AND ADVISED OF ANY POTENTIAL CHANGE ORDER.
- ANY EXISTING SIGN TO REMAIN THAT ARE DISTURBED DURING CONSTRUCTION OR RELOCATED SHALL BE RESET TO CURRENT FDOT STANDARDS FOR HEIGHT, OFFSET, AND METHOD OF INSTALLATION. IF THE EXISTING SIGN CANNOT BE RELOCATED DURING THE CONSTRUCTION IMPROVEMENTS, THE CONTRACTOR SHOULD TAKE CAREFUL PRECAUTION TO STORE AND PROTECT THE EXISTING SIGN UNTIL THE SIGN CAN BE INSTALLED AT ITS FINAL LOCATION. COST OF THIS WORK SHALL BE REFLECTED IN THE BID ITEM FOR RELATED WORK.
- THE SIGN LOCATIONS SHOWN ON THE PLANS ARE SCHEMATIC. ACTUAL SIGNS SHOULD BE INSTALLED IN ACCORDANCE WITH MUTCD PLACEMENT CRITERIA OR AS DIRECTED BY EITHER THE AUTHORITY HAVING JURISDICTION OR THE ENGINEER OF RECORD.
- ALL ROUTE MARKER AUXILIARIES SHALL MATCH THE COLOR COMBINATION OF THE RESPECTIVE MARKER WHICH THEY SUPPLEMENT.
- CONTRACTOR SHALL USE W-SHAPE STEEL POSTS FOR MULTI-POST SIGNS. ALL COLUMNS (POSTS) FOR SINGLE COLUMN SIGNS SHALL BE ALUMINUM ROUND TUBE (UNLESS OTHERWISE NOTED IN THE PLANS OR REQUIRED BY THE LOCAL JURISDICTION).
- ANY EXISTING MULTI-POST AND OVERHEAD SIGNS WITHIN THE PROJECT LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED IN THE PLANS.
- ALL SINGLE COLUMN SIGNS WITHIN THE LIMITS OF CLEARING AND GRUBBING SHALL BE REMOVED UNLESS OTHERWISE NOTED IN THE PLANS.
- THE CONTRACTOR SHALL APPLY THERMOPLASTIC AS THE FINAL ROADWAY TRAFFIC STRIPES AND MARKINGS A MINIMUM OF 14 DAYS AFTER THE FIRST APPLICATION OF PAINT BUT PRIOR TO FINAL ACCEPTANCE OF THE PROJECT. THERMOPLASTIC SHALL BE LEAD-FREE, NON-SOLVENT BASED, COMPLIANT WITH SECTION 711-001 OF THE STANDARD SPECIFICATIONS, AND LISTED ON APL.
- ON CONCRETE SURFACES, INCLUDING BRIDGE DECKS, ALL SKIP STRIPE PAVEMENT MARKINGS SHALL BE ALTERNATE WHITE (THERMOPLASTIC) AND BLACK (PAINT) (10' WHITE/10' BLACK/20' SKIP).
- PARKING LOT STRIPING AND SIGNAGE SHALL CONFORM TO FDOT STANDARDS. REGULAR PARKING SPACE STRIPES SHALL BE 4-INCH WIDE WHITE PAINT (UNLESS OTHERWISE SPECIFIED). HANDICAPPED PARKING SPACES SHALL BE STRIPED IN ACCORDANCE WITH FDOT INDEX 711-001 EXCEPT BLUE PAINTED STRIPE SHALL BE 4-INCH WIDE. STOP BARS, CROSS WALKS, PAVEMENT ARROWS, AND PAVEMENT TEXT SHALL BE WHITE THERMOPLASTIC (UNLESS OTHERWISE SPECIFIED) THERMOPLASTIC SHALL BE LEAD-FREE, NON-SOLVENT BASED, COMPLIANT WITH SECTION 711 OF THE STANDARD SPECIFICATIONS, AND LISTED ON APL. PAINTED PAVEMENT MARKINGS SHALL COMPLY WITH SECTION 710 OF THE STANDARD SPECIFICATIONS, INCLUDE TWO COATS APPLIED 14 DAYS APART, AND BE LISTED ON APL. WHEN STRIPING WITH WHITE ON CONCRETE SURFACES THE CONTRACTOR SHALL APPLY BLACK PAINT FIRST ON THE PAVEMENT PRIOR TO PAINTING WHITE STRIPING.
- ACCESSIBLE PARKING SPACES, CROSSWALKS, STRIPING, AND ARROWS SHALL BE MARKED AND SIGNED IN ACCORDANCE WITH FDOT INDEX 711-001 (UNLESS OTHERWISE NOTED).
- ALL PAVEMENT MARKING TO BE REMOVED SHALL BE PERFORMED BY HYDROBLASTING (UNLESS PROHIBITED BY THE AHJ).

SAFETY NOTES:

- DURING THE CONSTRUCTION AND MAINTENANCE OF THIS PROJECT, ALL SAFETY REGULATIONS ARE TO BE ENFORCED. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE TRAVELING PUBLIC AND THE SAFETY OF HIS/HER PERSONNEL.
- CONTRACTOR SHALL COMPLY WITH ALL OCCUPATION SAFETY AND HEALTH REGULATIONS AS WELL AS THE ENVIRONMENTAL PROTECTION LAWS. LABOR SAFETY REGULATIONS SHALL CONFORM TO THE PROVISIONS SET FORTH BY OSHA IN THE FEDERAL REGISTER OF THE DEPARTMENT OF TRANSPORTATION.
- NEITHER THE ENGINEER OF RECORD NOR OWNER ARE RESPONSIBLE FOR PROJECT SAFETY.
- THE CONTRACTOR'S MAINTENANCE OF TRAFFIC (MOT) PLAN MUST BE PREPARED BY A PROFESSIONAL WITH FDOT ADVANCED MOT CERTIFICATION. THE PLAN MUST THEN BE SUBMITTED AND APPROVED BY APPLICABLE GOVERNING AGENCIES PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES WITHIN OR IMMEDIATELY ADJACENT TO THE EXISTING RIGHT-OF-WAY.
- CONTRACTOR SHALL PROVIDE AND MAINTAIN THEIR OWN SAFETY EQUIPMENT IN ACCORDANCE WITH ITS HEALTH & SAFETY PROGRAM AND ALL OTHER APPLICABLE LEGAL AND HEALTH AND SAFETY REQUIREMENTS. THE CONTRACTOR IS ALSO RESPONSIBLE FOR PROVIDING ITS EMPLOYEES AND SUBCONTRACTORS WITH ADEQUATE INFORMATION AND TRAINING TO ENSURE THAT ALL EMPLOYEES AND SUBCONTRACTORS AND SUBCONTRACTOR'S EMPLOYEES COMPLY WITH ALL APPLICABLE SAFETY CODE REQUIREMENTS.
- ALL EXCAVATIONS BY THE CONTRACTOR SHALL CONFORM TO THE REQUIREMENTS OF THE DEPARTMENT OF LABOR'S OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION RULES AND REGULATIONS AND FLORIDA TRENCH SAFETY ACT.
- THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES AND SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE UTILITY COMPANIES PRIOR TO CONSTRUCTION TO OBTAIN FIELD LOCATIONS OF EXISTING UNDERGROUND UTILITIES. CALL SUNSHINE 811 BEFORE YOU DIG.
- IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS.

36TH AVENUE EASTERN TERMINUS

SEAWALL REPAIR

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GENERAL NOTES

C-03

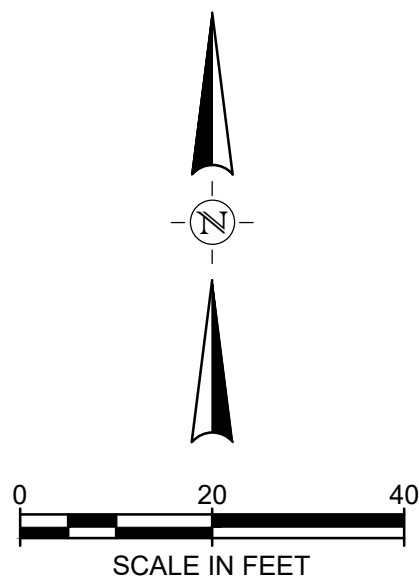
Page 1293 of 1896

SURVEY INFORMATION PREPARED RELATIVE COORDINATE SYSTEM TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, 1983-2011 ADJUSTMENT. ELEVATIONS SHOWN HEREON ARE BASED UPON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

BENCHMARK #2
SET IRON ROD
ELEVATION = 2.24' (NAVD 88)

 EXISTING PAVEMENT
 EXISTING MANGROVES

 EXISTING CONCRETE
 EXISTING & PERMITTED SIDEWALK



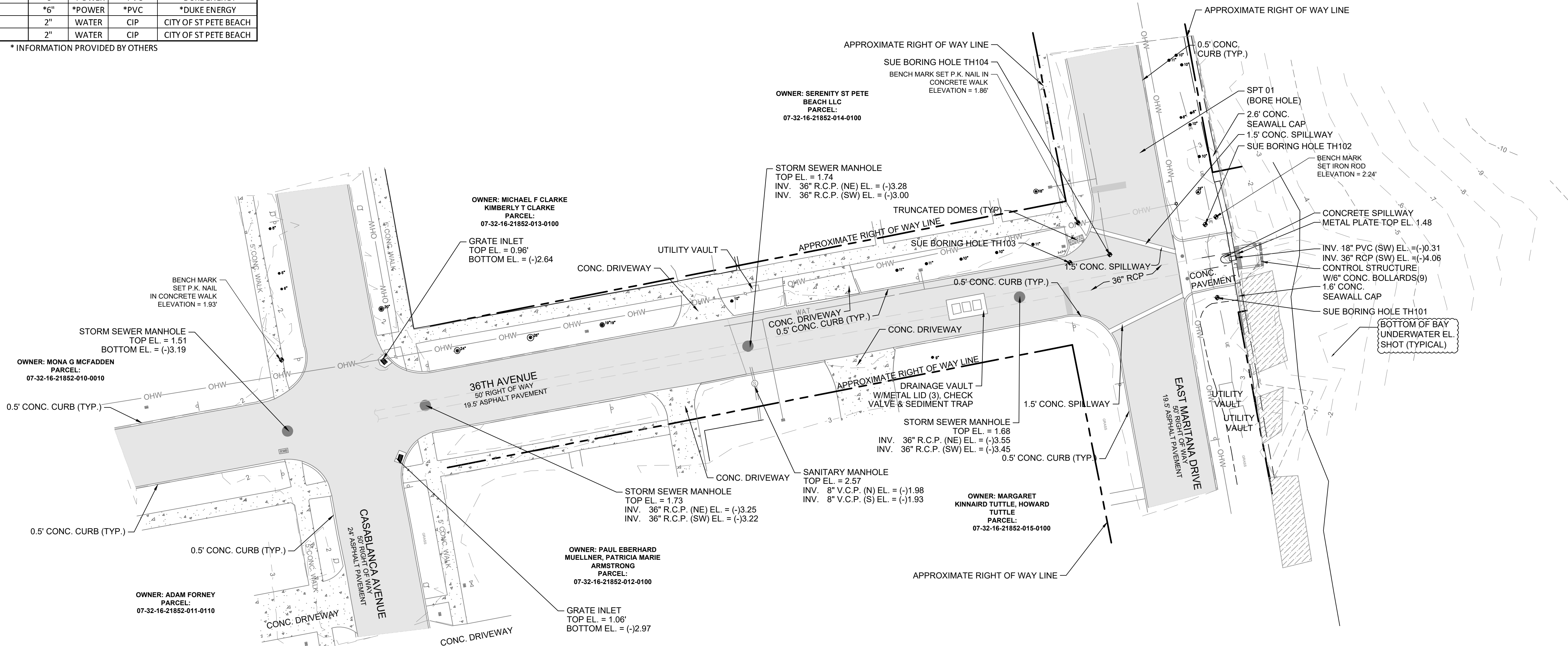
CONC.	CONCRETE
P.K.	PARKER KALON NAIL
EL.	ELEVATION
P.V.C.	POLYVINYL CHLORIDE
	SIGN
INV.	INVERT
OHU	OVERHEAD UTILITY WIRE
	METAL BOLLARD WITH REFLECTOR
	WATER VALVE
	WATER METER
	LIGHT POLE

▲ PINE TREE (SIZE AS NOTED)
 ● PALM TREE (SIZE AS NOTED)
 ☉ MELALEUCA TREE (SIZE AS NOTED)

1. STORM ELEVATIONS PER SURVEY 06-30-2023
2. UTILITY LOCATIONS PER SURVEY 06-30-2023
AND SUE LEVEL-A 11-15-2023 AND 11-29-2023

SUE TEST HOLE TABLE					
ID	MEASURED DEPTH	SIZE	UTILITY	MATERIAL	OWNERSHIP
TH101	*5.14'	*6"	*POWER	*PVC	*DUKE ENERGY
TH102	*6.00'	*6"	*POWER	*PVC	*DUKE ENERGY
TH103	1.40'	2"	WATER	CIP	CITY OF ST PETE BEACH
TH104	1.55'	2"	WATER	CIP	CITY OF ST PETE BEACH

* INFORMATION PROVIDED BY OTHERS



36TH AVENUE EASTERN TERMINUS

SEAWALL REPAIR

CITY OF ST. PETE BEACH

155 COREY AVENUE
ST.PETE BEACH FL 33706-1839

[illegible]

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12/19/2024	
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1000 N. ASHLEY DRIVE, SUITE 900
TAMPA, FLORIDA USA 33602

FL CA 33380 FL & LC 26000645 FL
FIRM OR BUSINESS NO. STATE

PROJECT NO.: 42109.028

ISSUED: DECEMBER 2024

DRAWN BY: RJK

CHECKED BY: KMD

SCALE:	1" = 20'
SHEET TITLE	

EXISTING CONDITIONS

C-04

SURVEY INFORMATION PREPARED RELATIVE COORDINATE SYSTEM TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, 1983-2011 ADJUSTMENT. ELEVATIONS SHOWN HEREON ARE BASED UPON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

BENCHMARK #2
SET IRON ROD
ELEVATION = 2.24' (NAVD 88)

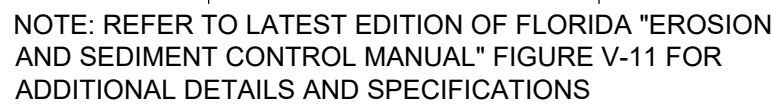
	EXISTING PAVEMENT (TO REMAIN)		EXISTING MANGROVES
	EXISTING CONCRETE (TO BE REMOVED)		EXISTING PAVEMENT (TO BE MILLED, LEVEL, COURSED AND RESURFACED)
	EXISTING CONCRETE SIDEWALK		EXISTING SOD (TO BE REMOVED)
	CONCRETE DRIVEWAY (TO BE REMOVED & REPLACED)		OPEN CUT AREA

CONC.	CONCRETE
P.K.	PARKER KALON NAIL
EL.	ELEVATION
P.V.C.	POLYVINYL CHLORIDE
	SIGN
INV.	INVERT
OHU	OVERHEAD UTILITY WIRE
	METAL BOLLARD WITH REFLECTOR
	WATER VALVE
	WATER METER
	LIGHT POLE

- ▲ PINE TREE (SIZE AS NOTED)
- PALM TREE (SIZE AS NOTED)
- ☑ MELALEUCA TREE (SIZE AS NOTED)
- TREES TO BE REMOVED (TYP)

1. STORM ELEVATIONS PER SURVEY 06-30-2023
2. UTILITY LOCATIONS PER SURVEY 06-30-2023
AND SUE LEVEL-A 11-15-2023 AND 11-29-2023

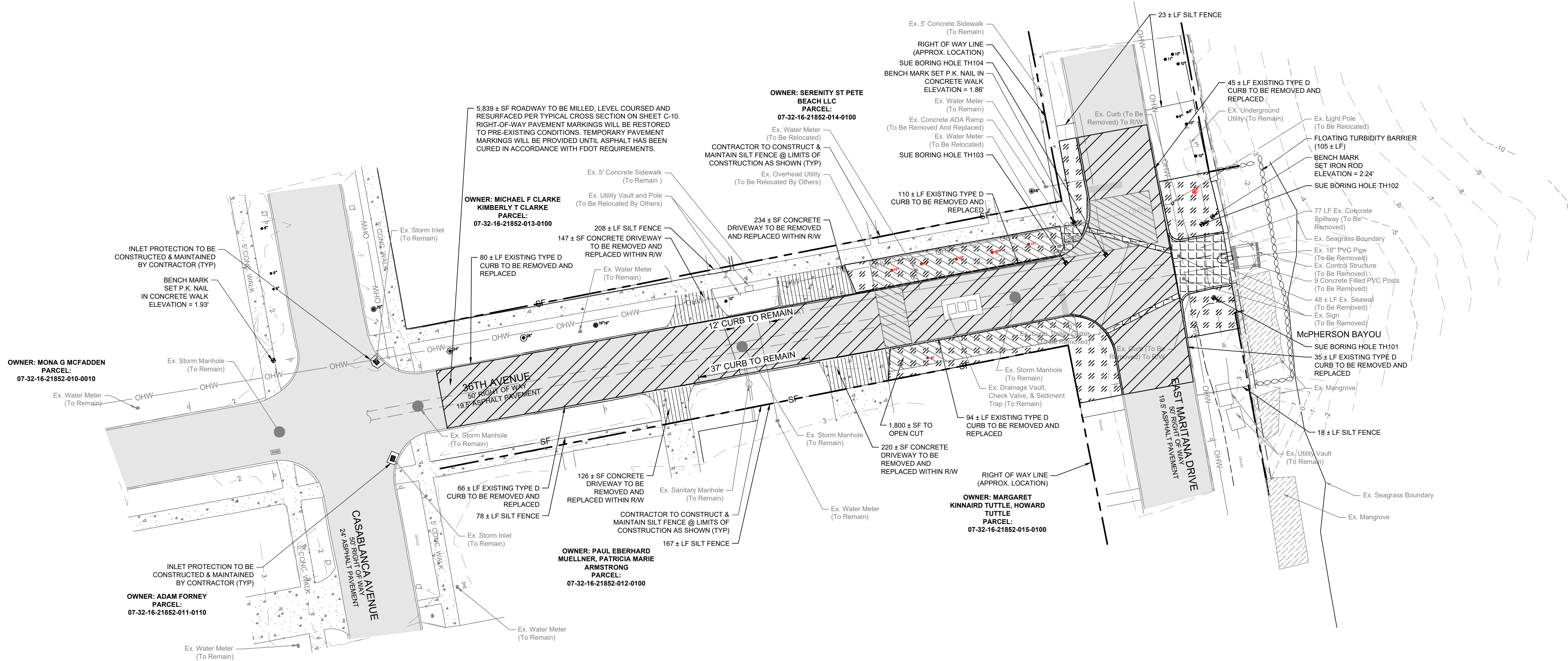
1. THE INSTALLATION OF TEMPORARY EROSION CONTROL BARRIERS SHALL BE COORDINATED WITH THE CONSTRUCTION OF THE PERMANENT EROSION CONTROL FEATURES TO THE EXTENT NECESSARY TO ASSURE ECONOMICAL, EFFECTIVE AND CONTINUOUS CONTROL OF EROSION AND WATER POLLUTION THROUGHOUT THE LIFE OF THE CONSTRUCTION PHASE.
2. THE TYPE OF EROSION CONTROL BARRIERS USED SHALL BE GOVERNED BY THE NATURE OF THE CONSTRUCTION OPERATION AND SOIL TYPE THAT WILL BE EXPOSED. SILTY AND CLAYEY MATERIAL USUALLY REQUIRE SOLID SEDIMENT BARRIERS TO PREVENT TURBID WATER DISCHARGE, WHILE SANDY MATERIAL MAY NEED ONLY SILT SCREENS OR HAY BALES TO PREVENT EROSION. FLOATING TURBIDITY CURTAINS SHALL BE USED IN OPEN WATER SITUATIONS. DIVERSION DITCHES OR SWALES MAY BE REQUIRED TO PREVENT TURBID STORM WATER RUNOFF FROM BEING DISCHARGED TO WETLANDS OR OTHER WATER BODIES. IT MAY BE NECESSARY TO EMPLOY A COMBINATION OF BARRIERS, DITCHES AND OTHER EROSION/TURBIDITY CONTROL MEASURES IF CONDITIONS WARRANT.
3. THE CONTRACTOR SHALL SCHEDULE HIS OPERATIONS SUCH THAT THE AREA OF UNPROTECTED ERODIBLE EARTH EXPOSED AT ANY ONE TIME IS NOT LARGER THAN THE MINIMUM AREA NECESSARY FOR EFFICIENT CONSTRUCTION OPERATIONS, AND THE DURATION OF EXPOSED, INCOMPLETE CONSTRUCTION OF THE ELEMENTS SHALL BE AS SHORT AS PRACTICABLE. CLEARING AND GRUBBING SHALL BE SO SCHEDULED AND PERFORMED THAT GRADING OPERATIONS CAN FOLLOW IMMEDIATELY THEREAFTER, AND GRADING OPERATIONS SHALL BE SCHEDULED AND PERFORMED THAT PERMANENT EROSION CONTROL FEATURES CAN FOLLOW IMMEDIATELY THEREAFTER IF CONDITIONS ON THE PROJECT PERMIT.
4. THE CONTRACTOR AND/OR OWNER'S REPRESENTATIVE SHALL PROVIDE ROUTINE MAINTENANCE OF PERMANENT AND TEMPORARY EROSION CONTROL FEATURES UNTIL THE PROJECT IS COMPLETE AND ALL BARED SOILS ARE STABILIZED.
5. ALL GREEN AND/OR DISTURBED AREAS TO BE SODDED/RESODDED WITH LIKE SOD.
6. ANY SOD PLACED ON SLOPES EXCEEDING 3:1 TO BE ANCHORED BY STAKES, NETS, AND/OR ENGINEER'S APPROVED METHOD.
7. REQUIRED TREE BARRICADES AND EROSION CONTROL MUST REMAIN INTACT THROUGHOUT CONSTRUCTION. ENCROACHMENT INTO OR FAILURE TO MAINTAIN THESE BARRICADES WILL RESULT IN ENFORCEMENT ACTION WHICH MAY INCLUDE CITATIONS AND/OR PERMIT REVOCATION AS PROVIDED BY LOCAL JURISDICTION



1. CONTRACTOR SHALL INSTALL EROSION CONTROL DEVICES PRIOR TO ANY OTHER CONSTRUCTION ACTIVITIES. THE DEVICE SHALL BE INSTALLED IN THE LOCATIONS ON THE DRAWINGS AND ANYWHERE ELSE THERE IS A POTENTIAL FOR EROSION AS SEDIMENT TO EXIT THE WORK AREA.
2. CONTRACTOR SHALL INSPECT INSTALLED EROSION CONTROL DEVICE WEEKLY DURING CONSTRUCTION AND AFTER HEAVY RAINS FOR DAMAGE. MAINTENANCE SHALL INCLUDE CLEANING BUILT-UP SEDIMENT BEHIND THE BARRIERS AND/OR REPLACING DAMAGED SECTIONS.
3. THE EROSION CONTROL DEVICE SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL A PERMANENT STAND OF GRASS (OR OTHER PERMANENT STABILIZATION) IS ESTABLISHED.

NTS

ALL TREE ROOTS EXISTING WITHIN APPROVED IMPROVEMENT AREAS AND ORIGINATING FROM A PROTECTED TREE, SHALL BE SEVERED CLEAN AT THE LIMITS OF THE PRESERVED AREA WHERE INDICATED ON APPROVED CONSTRUCTION PLANS. ROOT PRUNING EQUIPMENT SELECTED WILL BE EQUIVALENT TO A DOSKO ROOT CUTTER. CONTACT NATURAL RESOURCES AT (727) 367-2735 TO SCHEDULE A ROOT PRUNING INSPECTION, PREFERABLY THE SAME DAY, PRIOR TO BACKFILLING THE AFFECTED ROOTS.



36TH AVENUE EASTERN TERMINUS

SEAWALL REPAIR
ST. PETE BEACH, FL

CITY OF ST. PETE BEACH

155 COREY AVENUE
ST.PETE BEACH FL 33706-1839

[illegible]

The first two steps are the most important. The first step is to identify the problem. The second step is to define the problem. The third step is to identify the causes of the problem. The fourth step is to identify the effects of the problem. The fifth step is to identify the stakeholders involved in the problem. The sixth step is to identify the resources available to solve the problem. The seventh step is to identify the constraints on the problem. The eighth step is to identify the risks associated with the problem. The ninth step is to identify the opportunities associated with the problem. The tenth step is to identify the solutions to the problem.

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TAMPA, FLORIDA USA 33602

FL CA 33380 FL & LC 26000645 FL
FIRM OR BUSINESS NO. STATE

PROJECT NO.:	42109.028
ISSUED:	DECEMBER 2024
DRAWN BY:	RJK
CHECKED BY:	KMD
SCALE:	1" = 20'
SHEET TITLE	

DEMOLITION PLAN

C-05

SURVEY INFORMATION PREPARED RELATIVE COORDINATE SYSTEM TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, 1983-2011 ADJUSTMENT. ELEVATIONS SHOWN HEREON ARE BASED UPON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

LEGEND

	EXISTING PAVEMENT (TO REMAIN)		NATIVE PLANTING AREA
	MILLED, LEVEL COURSED AND RESURFACED		EXISTING MANGROVES
	EXISTING CONCRETE SIDEWALK		SAND AREA
	RIP-RAP		PROPOSED CONCRETE DRIVEWAY/SIDEWALK
			OPEN CUT AREA

PROJECT ADDRESS: 36TH AVENUE AND EAST MARITANA DRIVE

PROJECT AREA: ±0.37 AC

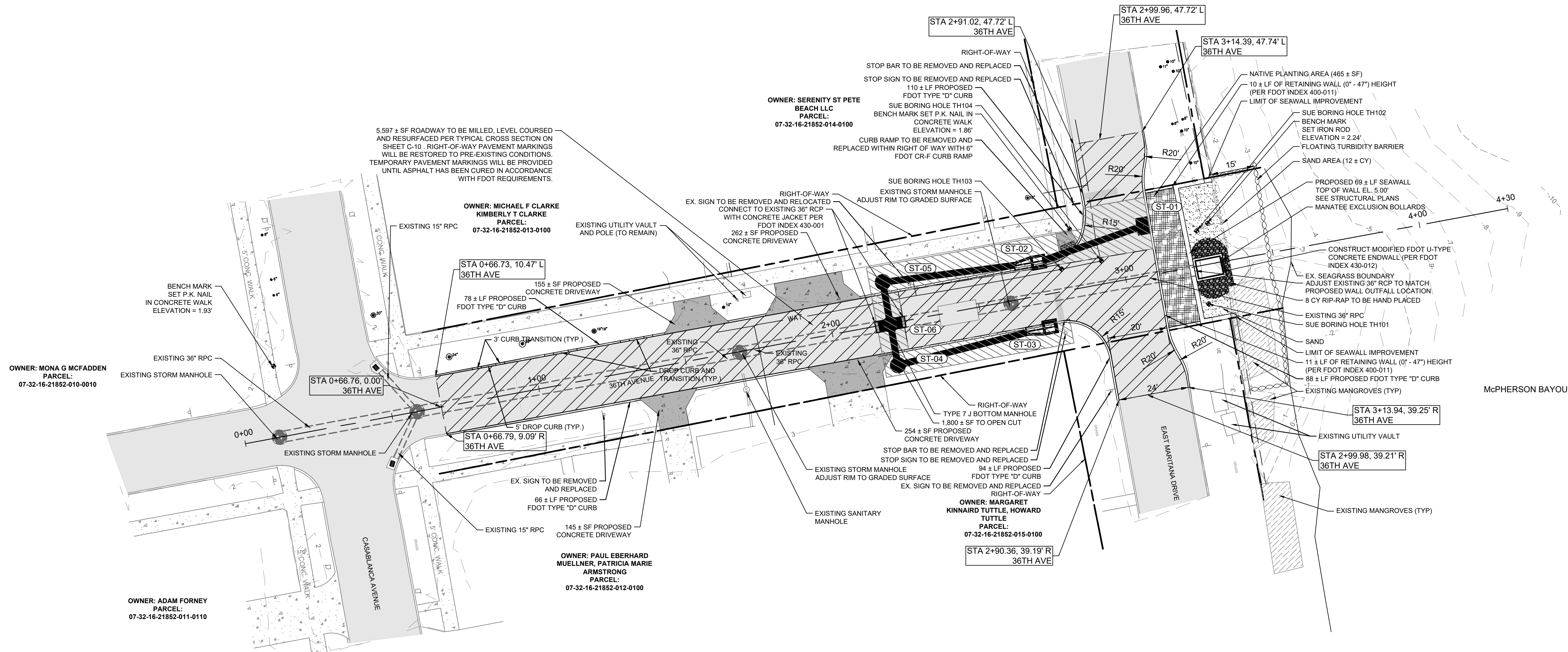
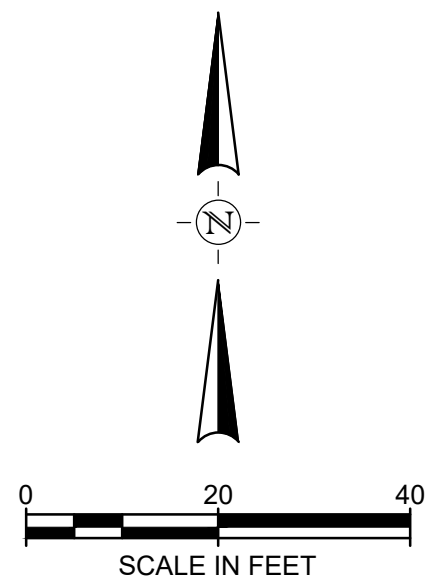
UTILITIES: DRAINAGE - FDOT
ELECTRIC - DUKE ENERGY

OWNER: CITY OF ST. PETE BEACH
155 COREY AVENUE
ST. PETE BEACH, FL 33706
(727) 363-9224

SURVEYOR: DENNIS J. BENHAM
11921 WANDSWORTH DRIVE
TAMPA, FL 33626

ENGINEER: HALFF ASSOCIATES, INC.
1000 N. ASHLEY DRIVE, SUITE 900
TAMPA, FL 33602
(813) 620-4500

EXTENTS OF DEMOLITION FOR PIPE INSTALLATION MAY VARY FROM WHAT IS SHOWN. CONTRACTOR TO ENSURE ALL EXISTING IMPROVEMENTS NOT LABELED AS "TO BE REMOVED" ARE RESTORED AFTER DEMOLITION ACTIVITIES.



36TH AVENUE EASTERN TERMINUS
SEAWALL REPAIR
ST. PETE BEACH, FL

CITY OF ST. PETE BEACH
155 COREY AVENUE
ST. PETE BEACH FL 33706-1899

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SHEET TITLE	

SITE PLAN

C-06

ELEVATION DATUM INFORMATION

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BENCHMARK #1
SET P.K. NAIL IN CONCRETE WALK
ELEVATION = 1.93' (NAVD 88)

BENCHMARK #2
SET IRON ROD
ELEVATION = 2.24' (NAVD 88)

FLOODPLAIN INFORMATION

THIS PROPERTY LIES WITHIN FLOOD ZONE "AE" (EL. 10) AS DEPICTED ON FLOOD INSURANCE RATE MAP NO. 12103C0278H PINELLAS COUNTY, FLORIDA, HAVING AN EFFECTIVE DATE OF AUGUST 24, 2021.

NOTE

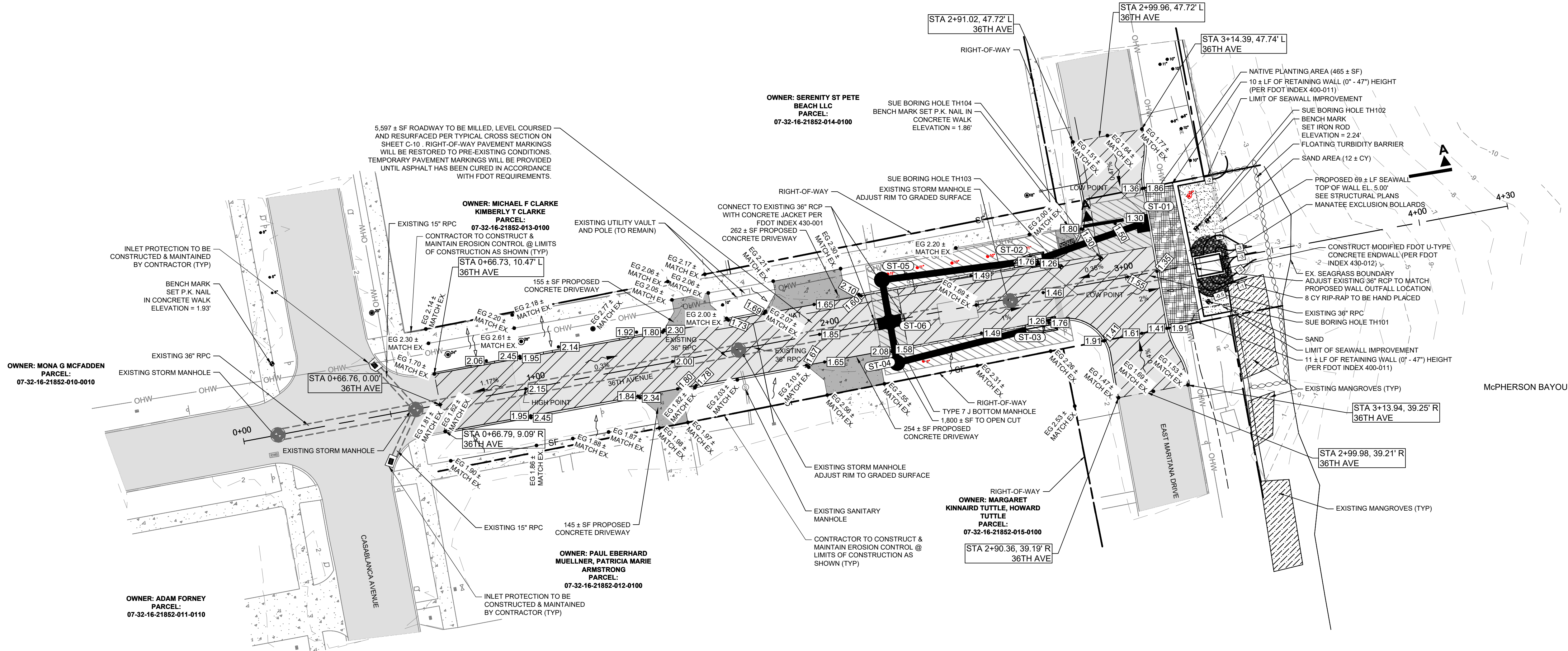
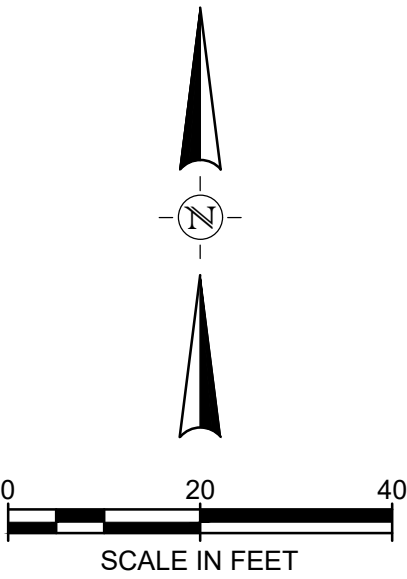
1. CONTRACTOR TO ENSURE POSITIVE ROADWAY DRAINAGE TO CURB AND INLETS.
2. CONTRACTOR TO PRESERVE EXISTING FDOT TYPE D CURB EXCEPT WHERE NOTED ON SHEET C-05.

TREE LEGEND

- ▲ PINE TREE (SIZE AS NOTED)
- PALM TREE (SIZE AS NOTED)
- MELALEUCA TREE (SIZE AS NOTED)
- TREES TO BE REMOVED (TYP)

LEGEND

- EXISTING PAVEMENT (TO REMAIN)
- MILLED, LEVEL COURSED AND RESURFACED
- EXISTING CONCRETE SIDEWALK
- RIP-RAP
- NATIVE PLANTING AREA
- EXISTING MANGROVES
- SAND AREA
- PROPOSED CONCRETE DRIVEWAY/SIDEWALK
- OPEN CUT AREA



36TH AVENUE EASTERN TERMINUS

SEAWALL REPAIR

ST. PETE BEACH, FL

CITY OF ST. PETE BEACH

155 COREY AVENUE

ST. PETE BEACH FL 33706-1839

1000 N. ASHLEY DR., SUITE 900
TAMPA, FL 33602
TEL: (813) 629-4500

REVISION NO.	DATE	DESCRIPTION

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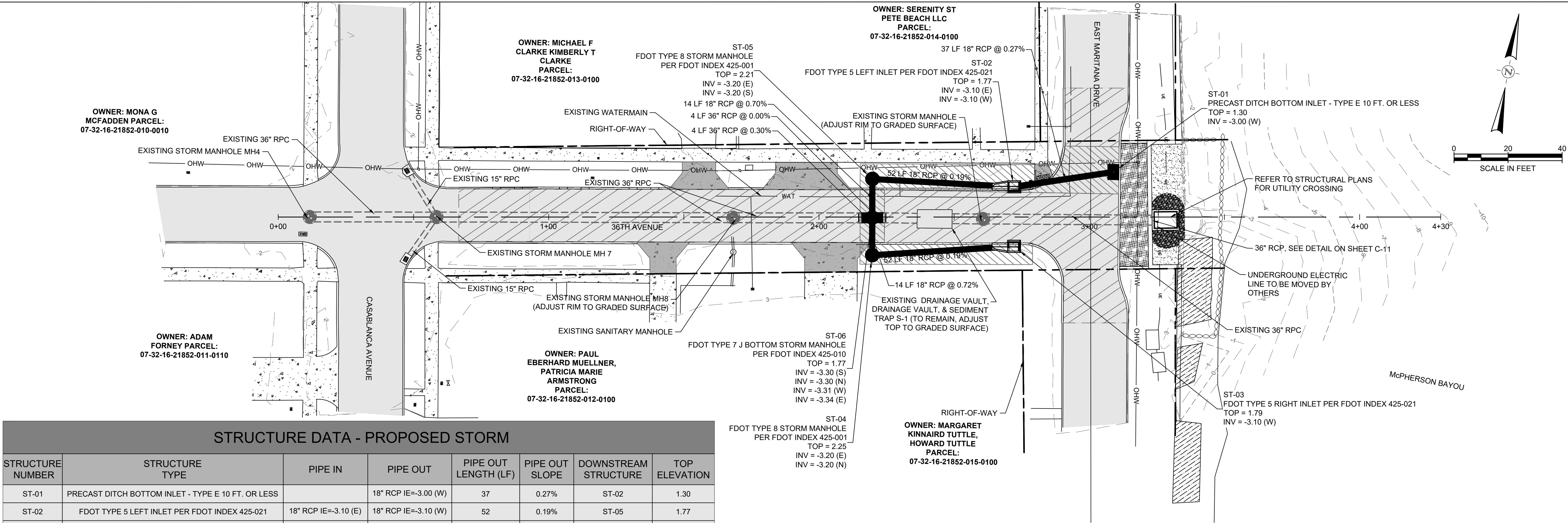
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SCALE:	1" = 20'
SHEET TITLE	

GRADING PLAN

C-07



STRUCTURE DATA - PROPOSED STORM							
STRUCTURE NUMBER	STRUCTURE TYPE	PIPE IN	PIPE OUT	PIPE OUT LENGTH (LF)	PIPE OUT SLOPE	DOWNSTEAM STRUCTURE	TOP ELEVATION
ST-01	PRECAST DITCH BOTTOM INLET - TYPE E 10 FT. OR LESS		18" RCP IE=-3.00 (W)	37	0.27%	ST-02	1.30
ST-02	FDOT TYPE 5 LEFT INLET PER FDOT INDEX 425-021	18" RCP IE=-3.10 (E)	18" RCP IE=-3.10 (W)	52	0.19%	ST-05	1.77
ST-03	FDOT TYPE 5 RIGHT INLET PER FDOT INDEX 425-021		18" RCP IE=-3.10 (W)	52	0.19%	ST-04	1.79
ST-04	FDOT TYPE 8 STORM MANHOLE PER FDOT INDEX 425-001	18" RCP IE=-3.20 (E)	18" RCP IE=-3.20 (N)	14	0.72%	ST-06	2.25
ST-05	FDOT TYPE 8 STORM MANHOLE PER FDOT INDEX 425-001	18" RCP IE=-3.20 (E)	18" RCP IE=-3.20 (S)	14	0.70%	ST-06	2.21
ST-06	FDOT TYPE 7 J BOTTOM STORM MANHOLE PER FDOT INDEX 425-010	18" RCP IE=-3.30 (S) 18" RCP IE=-3.30 (N) 36" RCP IE=-3.31 (W)	36" RCP IE=-3.34 (E)	4	0.00%		1.77

LEGEND

- EXISTING PAVEMENT (TO REMAIN)

MILLED, LEVEL COURSED AND RESURFACED

EXISTING CONCRETE SIDEWALK

RIP-RAP
- NATIVE PLANTING AREA

EXISTING MANGROVES

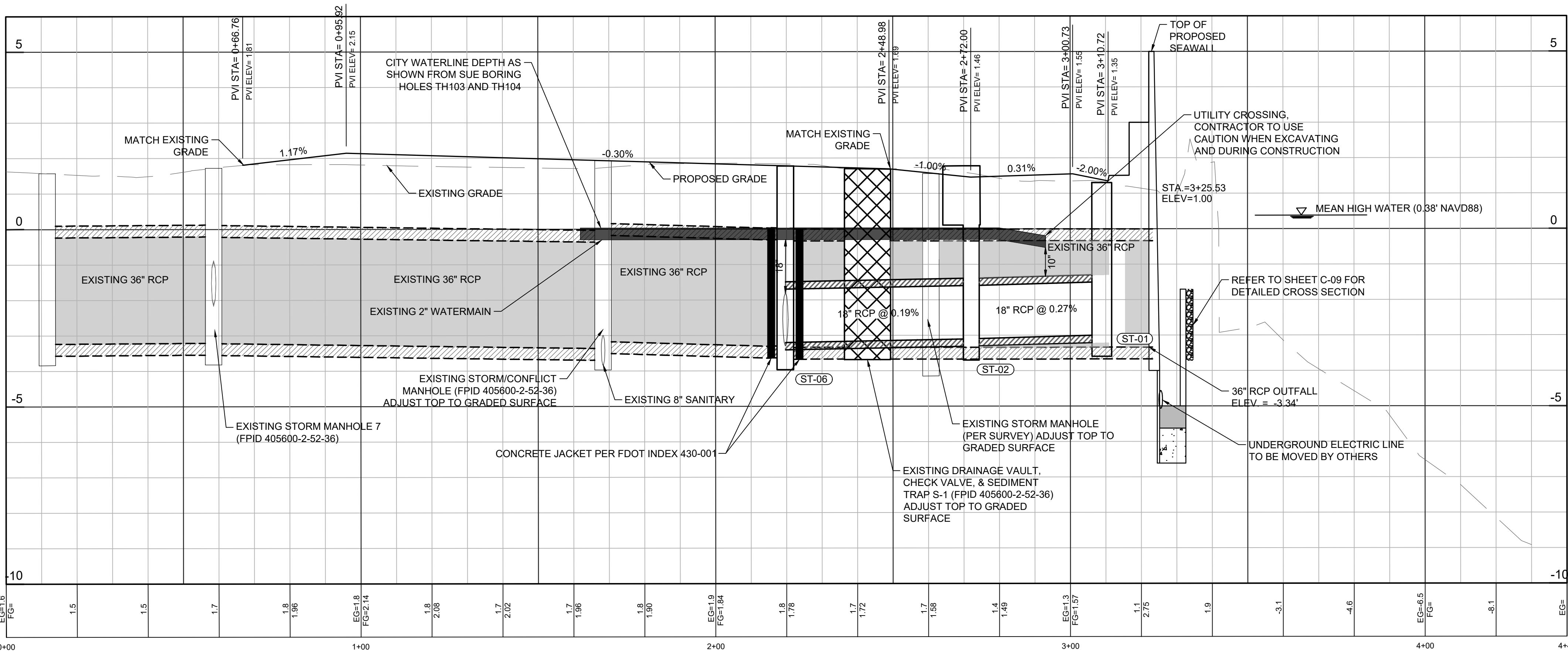
SAND/ NATIVE PLANTING AREA

PROPOSED CONCRETE DRIVEWAY/SIDEWALK

OPEN CUT AREA

NOTE

1. EXISTING STORM INFRASTRUCTURE DATA TAKEN FROM FDOT FPID 405600-2-52-36



36TH AVENUE EASTERN TERMINUS
SEAWALL REPAIR
ST. PETE BEACH, FL
CITY OF ST. PETE BEACH
155 COREY AVENUE
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1000 N. ASHLEY DR., SUITE 900
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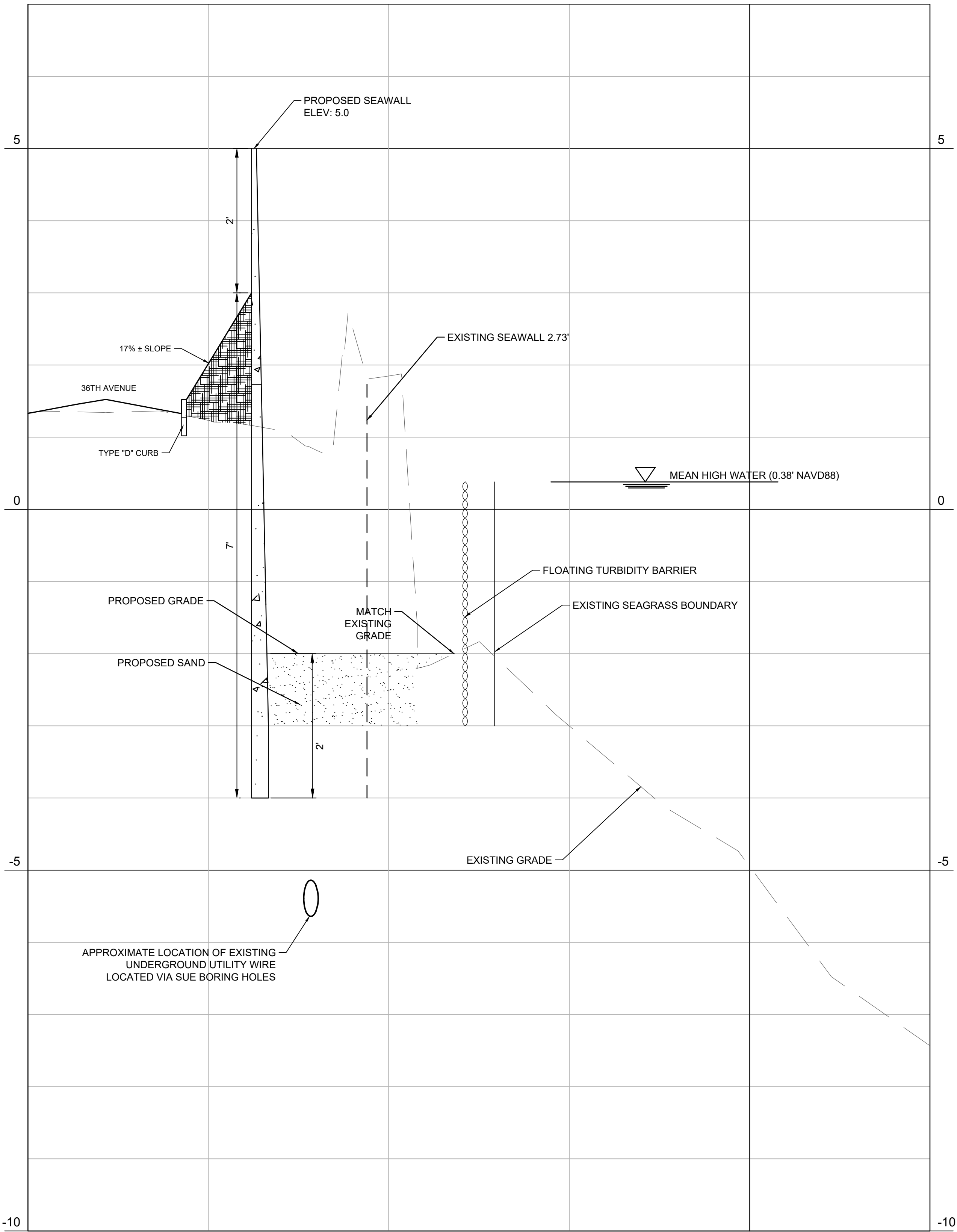
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SCALE: 1" = 20'
SHEET TITLE

PLAN &
PROFILE

C-08



SECTION A-A
1" = 10' HORZ.
1" = 1' VERT.

LEGEND

- SEAWALL
- SAND AREA
- NATIVE PLANTING AREA

NOTE

REFER TO SHEET C-07 FOR CROSS SECTION LOCATION

36TH AVENUE EASTERN TERMINUS
SEAWALL REPAIR
ST. PETE BEACH, FL
CITY OF ST. PETE BEACH
155 COREY AVENUE
ST. PETE BEACH FL 33706-1839

half
12470 TELECOM DR., SUITE 100E
TAMPA, FL 33613
TEL: (813) 629-4200

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SCALE:	1" = 10'

SHEET TITLE
CROSS SECTIONS

C-09

FILE NAME: A:\42000s\42109\028\LD\CADD\DC-PLAN-DTL-LS-42109_028.dwg DATE: December 19, 2024, TIME: 10:20 AM, USER: ah4948 AVO: 42109.028

PAVING & GRADING NOTES

- A.

ALL DELETERIOUS SUBSURFACE MATERIAL (I.E. MUCK, PEAT, BURIED DEBRIS) IS TO BE EXCAVATED IN ACCORDANCE WITH THESE PLANS OR AS DIRECTED BY THE OWNER, THE OWNER'S ENGINEER, OR OWNER'S SOIL TESTING COMPANY. DELETERIOUS MATERIAL IS TO BE STOCKPILED OR REMOVED FROM THE SITE AS DIRECTED BY THE OWNER. EXCAVATED AREAS TO BE BACK FILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ANY PERMITS THAT ARE NECESSARY FOR REMOVING DELETERIOUS MATERIAL FROM THE SITE. ENGINEER SHALL BE NOTIFIED OF ANY MATERIAL ENCOUNTERED.

B.

THE CONTRACTOR SHALL NOT SOCK PILE ANY DEBRIS, AND SOIL NEAR THE PROTECTIVE WETLAND AREAS OR PROTECTED TREES. THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER REGARDING THE TEMPORARY STOCKPILE LOCATIONS FOR APPROVAL.

C.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING TRENCH EXCAVATIONS AGAINST COLLAPSE AND SHALL PROVIDE BRACING, SHEETING OR SHORING AS NECESSARY. DEWATERING METHODS SHALL BE USED AS REQUIRED TO KEEP TRENCHES DRY WHILE PIPE AND APPURTENANCES ARE BEING PLACED.

D.

ALL NECESSARY FILL AND EMBANKMENT THAT IS PLACED DURING CONSTRUCTION SHALL CONSIST OF MATERIAL SPECIFIED BY THE OWNER'S SOIL TESTING COMPANY OR ENGINEER AND SHALL BE PLACED AND COMPACTED ACCORDING TO THESE PLANS OR THE REFERENCED SOILS REPORT. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION ACTIVITIES, WHICH INCLUDE BUT ARE NOT LIMITED TO EARTHWORK ACTIVITIES, SUB GRADE PREPARATION, ETC. CONFORM TO THE GEOTECHNICAL REPORT.

E.

THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER OF RECORD IMMEDIATELY IF UNSUITABLE SOIL IS ENCOUNTERED DURING EXCAVATION. UNSUITABLE SOIL SHALL NOT BE USED ON-SITE WITHOUT WRITTEN CONSENT FROM THE OWNER AND ENGINEER OF RECORD.

F.

CONTRACTOR IS TO PROVIDE EROSION CONTROL AND SEDIMENTATION BARRIERS IN ACCORDANCE WITH THE APPROVED EROSION CONTROL PLAN. ADDITIONAL EFFORTS MAY BECOME NECESSARY AS A RESULT OF THE MEANS AND METHODS OF CONSTRUCTION IN ORDER TO PREVENT SILTATION OF ADJACENT PROPERTY, STREETS, STORM SEWERS AND WATERWAYS. IF, IN THE OPINION OF THE ENGINEER OR LOCAL AUTHORITIES, EXCESSIVE QUANTITIES OF EARTH ARE BEING TRANSPORTED OFF-SITE EITHER BY NATURAL DRAINAGE OR BY VEHICULAR TRAFFIC, THE CONTRACTOR IS TO REMOVE SAID EARTH TO THE SATISFACTION OF THE ENGINEER OF RECORD AND THE LOCAL AUTHORITIES.

G.

THE CONTRACTOR SHALL CONSTRUCT A TEMPORARY GRAVEL DRIVEWAY ENTRANCE IN ACCORDANCE WITH FDEP REQUIREMENTS FOR EROSION CONTROL AND IN ACCORDANCE WITH FDOT ROAD AND BRIDGE SPECIFICATION MANUAL. THE TEMPORARY CONSTRUCTION ENTRANCE SHALL BE NO LESS THAN 18'X 60'X 8" AND MAY BE LARGER DEPENDING ON THE AREA OF THE PROJECT, THE SIZE AND AMOUNT OF TRUCK TRAFFIC OR AS DIRECTED BY THE LOCAL GOVERNING AGENCY OR AS INDICATED ON THESE CONSTRUCTION PLANS OR THE APPROVED EROSION CONTROL PLAN.

H.

IF WIND EROSION BECOMES SIGNIFICANT DURING CONSTRUCTION, THE CONTRACTOR SHALL STABILIZE THE AFFECTED AREA USING WATER BY: WATER TANK TRUCK (SPRINKLING), IRRIGATION OR OTHER ACCEPTABLE MEANS OR METHODS.

I.

REFER TO EROSION CONTROL NOTES AND EROSION CONTROL FENCING DETAIL FOR ADDITIONAL INFORMATION.

J.

REFER TO THE LATEST EDITION OF F.D.O.T. DESIGN STANDARDS FOR ADDITIONAL DETAILS AND SPECIFICATIONS. ANY REFERENCE TO "FDOT", "FDOT INDEX" OR "STANDARD INDEX" INCLUDED IN THIS PLAN SET REFERS TO THIS MANUAL.

K.

ALL MATERIALS SHALL CONFORM TO FDOT STANDARDS

L.

PROPOSED SPOT ELEVATIONS REPRESENT FINISHED PAVEMENT OR GROUND SURFACE GRADE UNLESS OTHERWISE NOTED ON DRAWINGS.

M.

CONTRACTOR SHALL PROVIDE A SMOOTH PAVEMENT TRANSITION BY SAW CUTTING AND REMOVING EXISTING PAVEMENT, MILLING, TACK COATING SURFACE AND MATCHING THE EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT MEETS EXISTING PAVEMENT. TRANSITION SHALL NOT BE LESS THAN 36" OR AS OTHERWISE SHOWN ON THE CONSTRUCTION PLANS OR REQUIRED BY LOCAL AGENCY.

N.

THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE SOILS AND PAVEMENT BASE TESTING. CONTRACTOR SHALL REVIEW AND SUBMIT TESTING REPORTS TO OWNER'S ENGINEER ON A WEEKLY BASIS. TESTS WILL BE REQUIRED PURSUANT WITH THE TESTING SCHEDULE REQUIRED BY THE GOVERNMENTAL AGENCY HAVING JURISDICTION OVER THIS WORK. UPON THE COMPLETION OF THIS WORK THE GEOTECHNICAL ENGINEER WILL SUBMIT CERTIFICATIONS TO THE OWNER'S ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MET. CONTRACTOR IS RESPONSIBLE FOR IMMEDIATELY CORRECTING ANY DEFICIENCIES FOUND BY THE TESTING.

O.

A QUALIFIED TESTING LABORATORY SELECTED OR APPROVED BY THE OWNER SHALL PERFORM ALL TESTING NECESSARY TO ASSURE COMPLIANCE OF THE IN PLACE MATERIALS AS REQUIRED BY THESE PLANS, SPECIFICATIONS AND THE VARIOUS AGENCIES. SHOULD ANY RETESTING BE REQUIRED DUE TO THE FAILURE OF ANY TESTS TO MEET THE MINIMUM REQUIREMENTS, THE CONTRACTOR SHALL BEAR ALL COSTS OF SAID RETESTING.

P.

MIXING IN PLACE OF SOIL CEMENT WILL NOT BE ALLOWED.

Q.

CONTRACTOR SHALL FINISH ALL EXPOSED BACK OF CURB FOR SURFACE IMPERFECTION (PITTED HOLES OR CREVICES).

R.

COMPACTED SUB-GRADE SHALL BE MECHANICALLY MIXED FOR STABILIZATION TO THE SPECIFIED DEPTH PRIOR TO GRADING, COMPACTION AND TESTING.

S.

CONTRACTOR TO PROVIDE A 1/2" TO 1" WIDE BITUMINOUS EXPANSION JOINT MATERIAL BETWEEN ANY CONCRETE OR SIMILAR SURFACES POURED OR PLACED DURING SEPARATE OCCURRENCES. THE EXPANSION JOINT MATERIAL MUST MATCH THE HEIGHT OR DEPTH OF THE SIDEWALK OR PAVEMENT CROSS SECTION.

T.

AN APPROVED PAVEMENT SEALER SHALL BE USED AT ABUTMENT OF CONCRETE WITH OTHER RELATED MATERIALS (CURB, BRICK, BLOCK, ETC.) OR AS DIRECTED BY THE ENGINEER OF RECORD.

U.

THE CONTRACTOR WILL STABILIZE ALL DISTURBED GROUND BY SEEDING/MULCHING, SOD OR OTHER APPROVED MATERIALS. SODDING AREAS SHALL BE AS INDICATED ON THE CONSTRUCTION PLANS AND/OR SPECIFICATIONS OR AS DIRECTED BY OWNER DURING BIDDING PROCESS. REFER TO "SODDING NOTES" FOR ADDITIONAL DETAILS. ANY DISTURBED AREAS SHALL BE ADDRESSED WITHIN ONE WEEK (OR SOONER) FOLLOWING CONSTRUCTION OF THE UNDERLYING ACTIVITY. THE CONTRACTOR SHALL MAINTAIN SUCH AREAS BY REPAIRING AND WATERING SOD OR SEEDED AREAS UNTIL THE AREA IS STABLE AND EROSION FREE.

V.

LIMITS OF SOD WITHIN STORMWATER PONDS SHALL BE WATER LEVEL AT TIME OF SODDING OR 2-FOOT BELOW THE DESIGN SEASONAL HIGH WATER LEVEL (SHW) AS SHOWN ON THE PLANS, WHICHEVER IS LOWER.

W.

THE CONTRACTOR SHALL TAKE MEASURES TO PREVENT EROSION OF THE POND BANKS AND OTHER DISTURBED AREAS. ANY DAMAGE FROM FAILURE TO ADEQUATELY STABILIZE, PROTECT OR MAINTAIN THESE AREAS SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE ENGINEER OF RECORD NOR THE OWNER ARE RESPONSIBLE FOR THE MEANS AND METHODS OF ADEQUATELY STABILIZING THE PROJECT.

X.

THE CONTRACTOR SHALL NOT ALTER THE EXISTING HISTORICAL DRAINAGE PATTERNS IN REGARDS TO THE EXISTING PAVING CROSS SECTIONS, SIDEWALKS AND GRASS SWALES ON OR ADJACENT TO THE PROJECT UNLESS OTHERWISE DEPICTED ON THE CONSTRUCTION PLANS.
- DRAINAGE NOTES
- A.

STANDARD INDEXES REFER TO THE LATEST EDITION OF FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS" aka "DESIGN STANDARDS" AND/OR "FDOT INDEX". REFER TO THIS MANUAL FOR ADDITIONAL DETAILS AND INFORMATION NOT SHOWN OR REFERENCED ON THESE PLANS.

B.

ALL STORM SEWER PIPE SHALL BE CLASS III (ASTM C-76) UNLESS OTHERWISE NOTED ON PLANS.

C.

ALL DRAINAGE STRUCTURES SHALL BE IN ACCORDANCE WITH FDOT INDEX UNLESS OTHERWISE NOTED ON PLANS. STRUCTURE BOTTOM SIZES SHALL BE ADJUSTED OR MODIFIED PER FDOT INDEX WHEN LARGER PIPES ARE INDICATED.

D.

STORM STRUCTURES MAY NOT INDICATE THE NEED FOR SPECIALTY SIZING (I.E. J BOTTOMS). IT IS THE CONTRACTOR AND PRE-CASTERS RESPONSIBILITY TO PROVIDE ADEQUATE STRUCTURES MEETING THE APPLICABLE REQUIREMENTS AND SHALL BE INCLUDED IN THE BID.

E.

ALTERNATIVE DRAINAGE PIPE MATERIALS AND SUBSTITUTIONS MUST BE LISTED AS A BID ALTERNATE MATERIAL DURING THE INITIAL BIDDING PHASE FOR CONSIDERATION. SUBSTITUTION OF PIPE MATERIALS DURING THE CONSTRUCTION PHASE IS NOT PERMISSIBLE WITHOUT SPECIFIC WRITTEN APPROVAL FROM THE ENGINEER OF RECORD AND OWNER. THE USE OF PLASTIC STORMWATER PIPE MATERIALS (PVC, HDPE, ETC) SHALL REQUIRE THE USE OF WATERTIGHT BOOTED CONNECTIONS AT ALL STORMWATER STRUCTURES. NO GROUTING OF STRUCTURE OPENINGS WILL BE PERMITTED WHEN USING FLEXIBLE PIPE MATERIALS.

F.

PIPE LENGTHS SHOWN ARE APPROXIMATE AND MEASURED TO CENTER OF DRAINAGE STRUCTURE WITH THE EXCEPTION OF MITERED END SECTION (MES) AND FLARED END SECTION (FES) WHICH ARE NOT INCLUDED IN LENGTHS. THE CONTRACTOR SHALL VERIFY ALL QUANTITIES AS SHOWN ON THE PLANS OR BID SCHEDULE (IF PROVIDED BY OWNER) PRIOR TO FINALIZING THEIR SUBMITTAL OF BIDS/PROPOSAL, AND INFORM THE ENGINEER OF ANY DISCREPANCIES.

G.

ALL STORM DRAINAGE PIPING SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S ENGINEER OR ENGINEER'S REPRESENTATIVE PRIOR TO THE PLACEMENT OF BACK FILL.

H.

THE CONTRACTOR MUST PROVIDE CCTV VIDEO (IN DVD FORMAT) OF THE NEWLY CONSTRUCTED STORMWATER PIPELINE FOR REVIEW AND ACCEPTANCE. THE CONTRACTOR SHALL PROVIDE AT LEAST 48 HOURS NOTIFICATION TO THE ENGINEER AND TO THE APPLICABLE AGENCIES TO SCHEDULE INSPECTIONS. PRIOR TO SUBMITTING VIDEOS TO THE ENGINEER FOR REVIEW, THE CONTRACTOR SHALL REVIEW THE VIDEOS FIRST FOR DISCREPANCIES AND FOR COMPLETENESS TO MAKE SURE THAT ALL PIPELINE SECTIONS ARE INCLUDED.

I.

THE CONTRACTOR SHALL PROVIDE EROSION CONTROL TO MAINTAIN AND PROTECT THE STORM DRAINAGE SYSTEM FROM MUD, DIRT, DEBRIS, ETC. THE SYSTEM SHALL BE PROTECTED UNTIL THE ADJACENT LAND AREAS ARE DEEMED STABLE AND WRITTEN FINAL ACCEPTANCE OF THE PROJECT HAS BEEN PROVIDED. THE CONTRACTOR MAY BE REQUIRED TO PRESSURE CLEAN PIPES AND INLETS FOR THESE PURPOSES.

J.

ALL FDOT DITCH BOTTOM INLETS IN THE PROPOSED PAVEMENT AREAS AND WITHIN THE DESIGNATED EASEMENTS OR PUBLIC ROW SHALL BE MODIFIED FOR TRAFFIC BEARING WITH HOT DIPPED GALVANIZED STEEL GRATES AND METAL ANGLE FRAMES SUPPORT FOR GRATES. ANGLE FRAME SHALL BE PART OF THE PRECAST CONCRETE STRUCTURES, INDICATED ON THE SHOP DRAWINGS AND THE PRECAST SHALL BE ACCORDANCE WITH FDOT SPECIFICATIONS.

K.

ALL DRAINAGE STRUCTURE STEEL GRATES AND COVERS TO BE TRAFFIC RATED FOR A MINIMUM H-20 LOADING.

L.

ALL MITERED END SECTIONS FOR SIDE DRAIN PIPES AT DRIVEWAY ENTRANCES ON COUNTY OR FDOT ROADWAYS MUST BE CONSTRUCTED WITH A CONCRETE TOE FOUNDATION IN ACCORDANCE WITH FDOT INDEX 273.

M.

NO POND/LAKE EXCAVATION (FOR ANY PURPOSE) SHALL EXTEND BEYOND OR BELOW THE PERMITTED DESIGN DEPTHS/ELEVATIONS SHOWN ON THE DRAWINGS. NO LOWER SEMI-CONFINING UNIT CLAYEY MATERIALS AND NO WEATHERED LIMESTONE MATERIALS SHALL BE EXCAVATED, REGARDLESS IF THESE MATERIALS ARE ENCOUNTERED WITHIN THE PERMITTED EXCAVATION DEPTHS/ELEVATIONS SHOWN ON THE PLANS. TEMPORARY DEWATERING DITCHES OR SUMPS (FOR POND/LAKE EXCAVATION) SHALL NOT EXTEND BELOW THE PERMITTED DESIGN DEPTHS/ELEVATIONS SHOWN ON THE DRAWINGS. IF ANY LOWER SEMI-CONFINING UNIT CLAYEY MATERIALS OR WEATHERED LIMESTONE MATERIALS ARE ENCOUNTERED ABOVE THE PERMITTED EXCAVATION DEPTHS/ELEVATIONS, THEN EXCAVATION OPERATIONS IN THAT POND/LAKE AREA SHALL IMMEDIATELY CEASE IN THE GENERAL AREA, AND THE GEOTECHNICAL CONSULTANT AND ENGINEER OF RECORD SHALL BE NOTIFIED TO PROVIDE SUBSEQUENT EVALUATIONS / RECOMMENDATIONS, AS APPROPRIATE, WHICH SHALL BE IMPLEMENTED BY THE CONTRACTOR. EPC (OR FDEP) MUST BE CONTACTED PRIOR TO ANY EXCAVATION OF CLAYS OR EXCEEDING THE PERMITTED EXCAVATION DEPTH.

STRUCTURAL FILL UNDER SUBGRADE NOTES

1.

STRUCTURAL FILL UNDER SUBGRADE SHALL BE COMPACTED TO A UNIFORM DENSITY OF NO LESS THAN 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY PER ASTM D-1557 IN LIFTS NOT EXCEEDING 12".

2.

IF EXISTING SUBGRADE CANNOT OBTAIN LBR 40, MIXING MAY BE REQUIRED.

3.

MODIFICATIONS TO THE PAVEMENT SECTION MUST BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION

4.

ASPHALT MIX DESIGN MUST MEET CURRENT FDOT ROAD AND BRIDGE SPECIFICATIONS

NOTE
TYPE D CURB TO BE CONSTRUCTED IN
ACCORDANCE WITH FDOT INDEX 520-001

CURB DETAIL
NTS

NOTE
M.E. LOCATION VARIES IN RELATION TO
THE ROW AS SHOWN IN THE PLANS

PLAN
PROPOSED DRIVEWAY
REPLACEMENT DETAIL
NTS

TYPICAL CROSS SECTION
NTS

36TH AVENUE EASTERN TERMINUS
SEAWALL REPAIR
ST. PETE BEACH, FL

CITY OF ST. PETE BEACH
155 COREY AVENUE
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TAMPA, FL 33602
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REVISION NO.	DATE	DESCRIPTION

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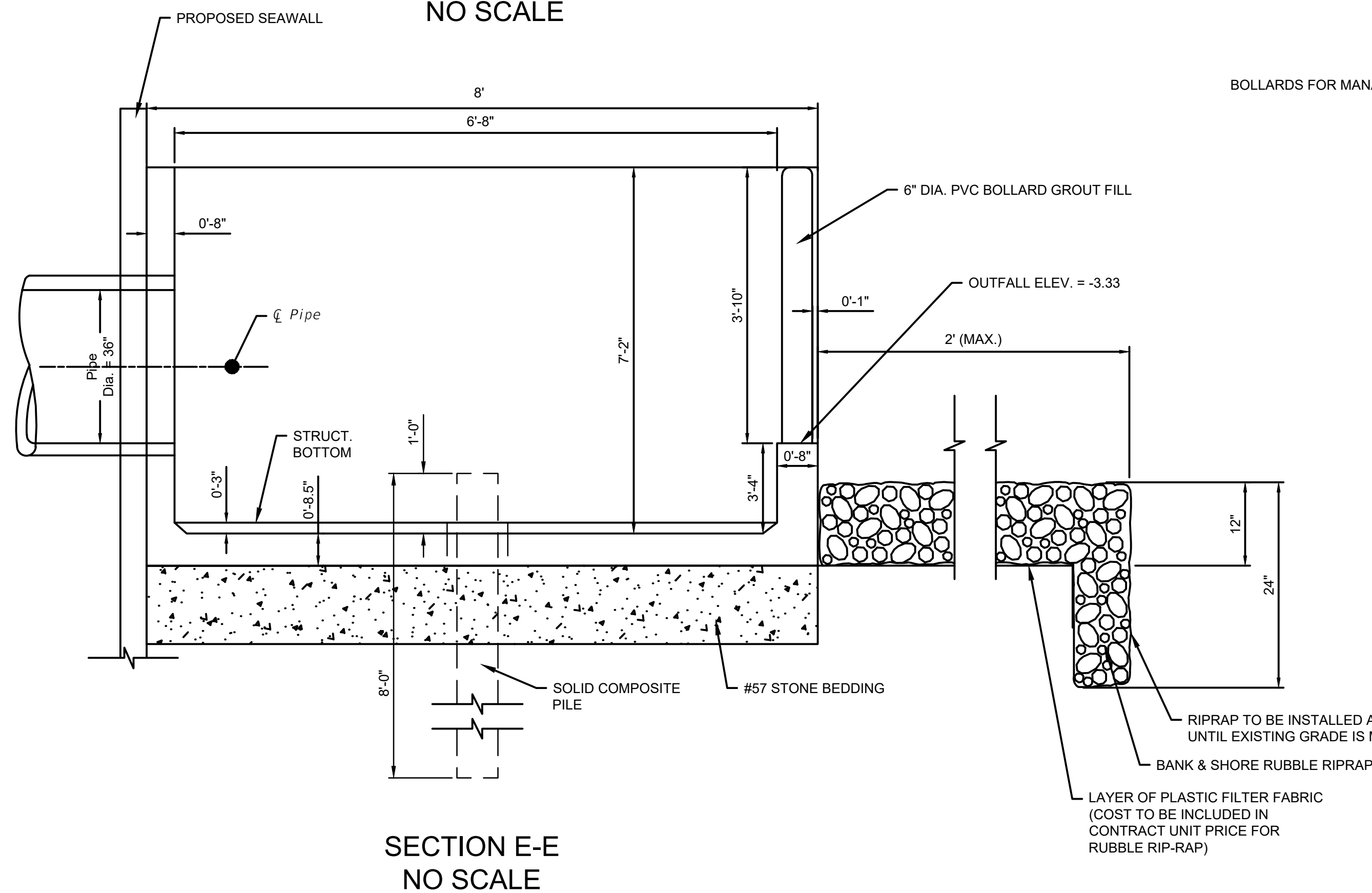
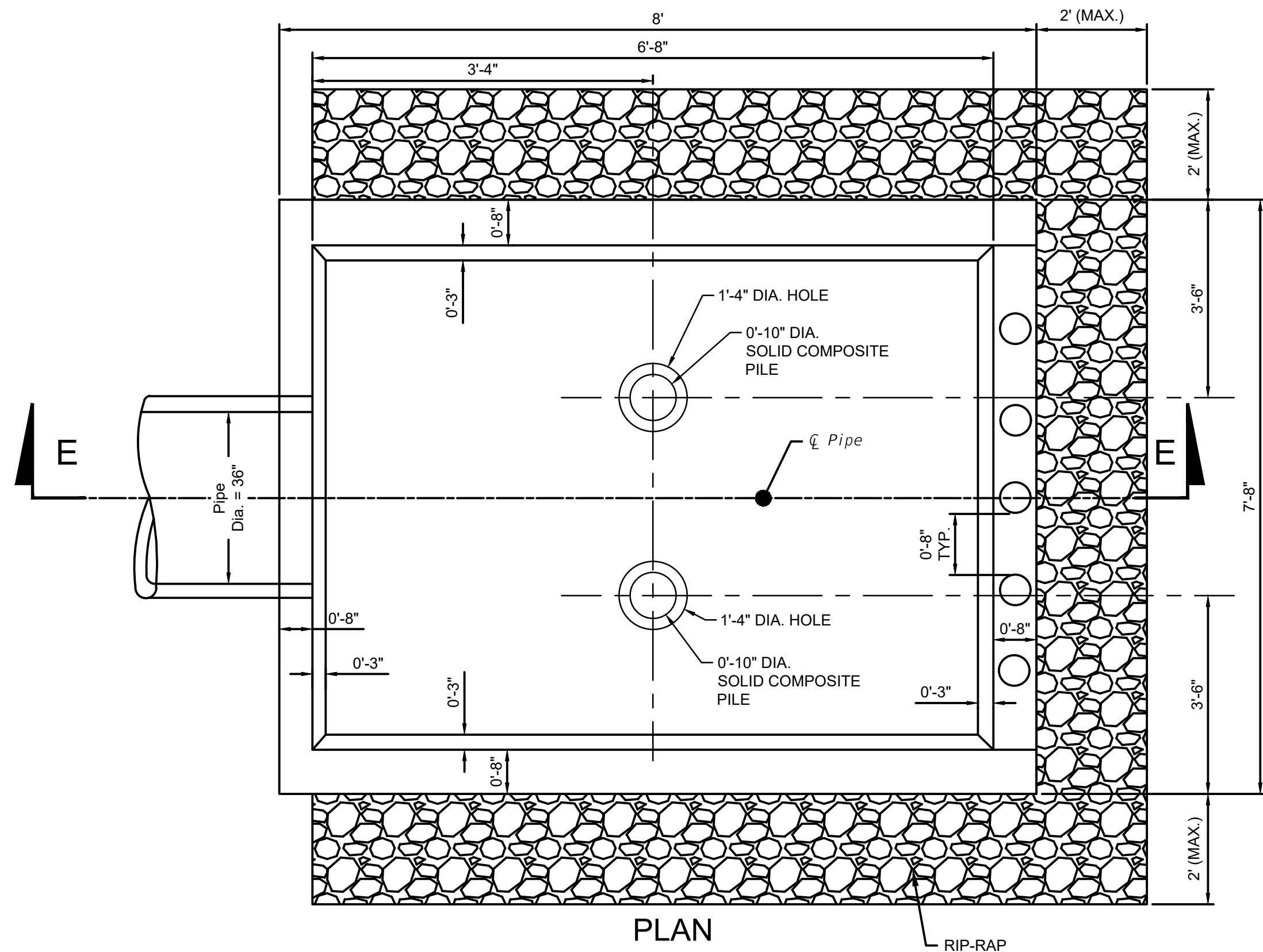
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PROJECT NO.: 42109.028
ISSUED: DECEMBER 2024
DRAWN BY: RJK
CHECKED BY: KMD
SCALE: NTS
SHEET TITLE

DETAILS

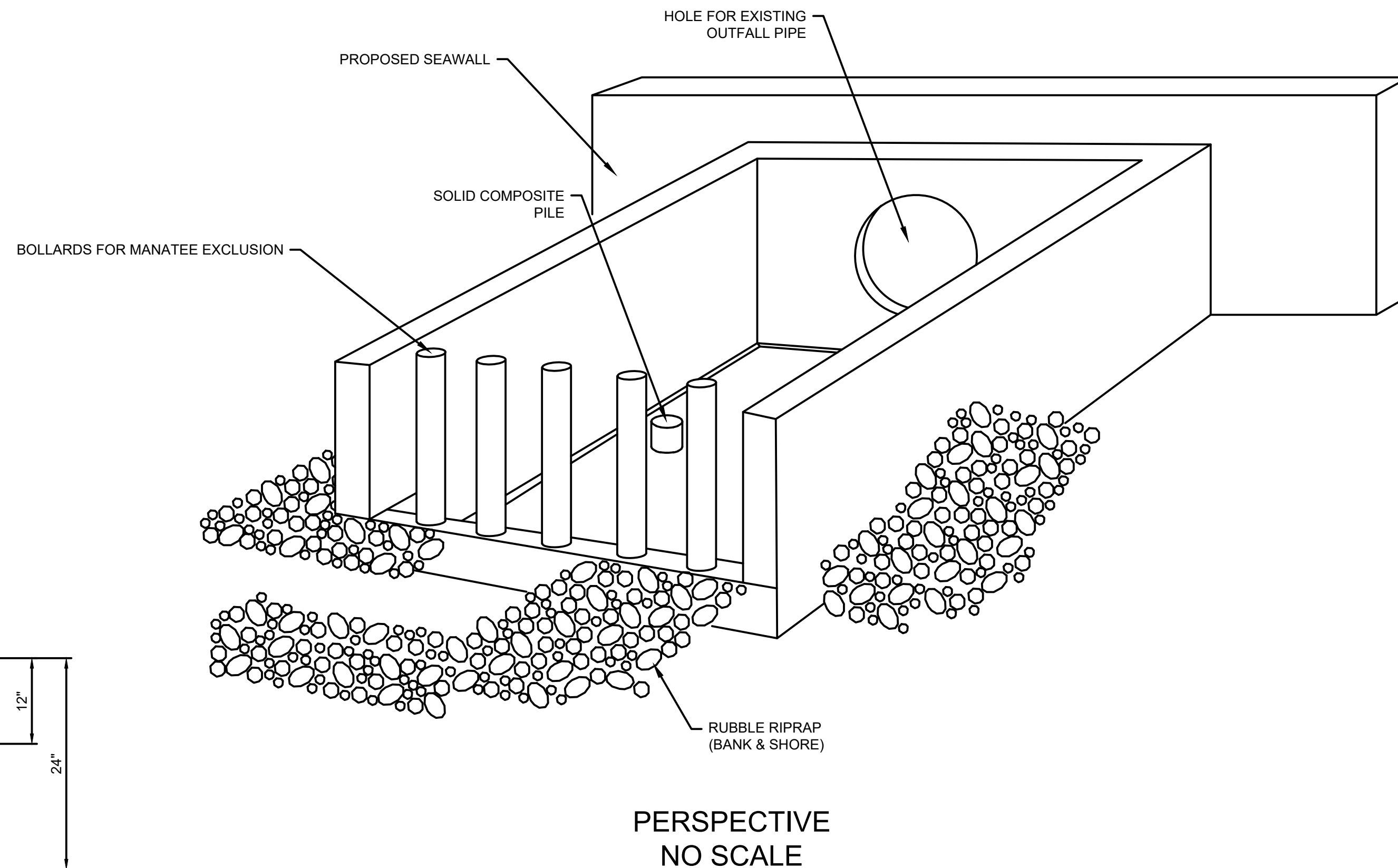
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GENERAL NOTES

1. U-TYPE CONCRETE ENDWALL ENERGY DISSIPATOR IS TO BE CONSTRUCTED PER STANDARD PLANS 430-012 EXCEPT AS MODIFIED BY THESE PLANS.
2. CHAMFER ALL EXPOSED EDGES 3/4".
3. CONCRETE SHALL BE CLASS IV, EXCEPT ASTM C478 (4000 PSI) CONCRETE MAY BE SUBSTITUTED FOR PRECAST ITEMS MANUFACTURED IN PLANTS MEETING THE REQUIREMENTS OF SECTION 449 OF THE SPECIFICATIONS.
4. REINFORCING STEEL SHALL HAVE 3" MIN. COVER.
5. ENDWALL TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR CLASS IV CONCRETE (ENDWALLS), CY AND REINFORCING STEEL (ROADWAY), LB. RIPRAP TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR RUBBLE RIPRAP (BANK & SHORE), CY. COST OF PLASTIC FILTER FABRIC TO BE INCLUDED IN THE CONTRACT UNIT PRICE FOR RIPRAP.
6. ALL BOLLARDS ARE 6" DIAMETER GROUT FILLED SCH 40 PVC PIPE WITH 8" EDGE TO EDGE SPACING.
7. BOLLARDS TO EXTEND 24" BELOW EXISTING GRADE.
8. THE STRUCTURE SHALL BE PLACED IN THE DRY. EXCAVATE TO FIRM SOIL AND BACKFILL AS NEEDED WITH NO. 57 STONE.
9. ALL JOINTS AROUND EACH EXISTING OUTFALL PIPE OPENING SHOULD BE SEALED WITH A NON-SHRINK GROUT COMPOUND.
10. THE SOLID COMPOSITE PILING SHALL BE MANUFACTURED WITH HDPE AND REINFORCED WITH FIBERGLASS ELEMENTS. PILING SHALL BE MOLDED IN ONE PIECE PER SPECIFIED SIZE IN THE PLANS. ALL MATERIALS WILL HAVE UV ADDITIVES TO PREVENT THE DETERIORATION OF THE PILING FROM EXPOSURE TO UV LIGHT. HDPE WILL BE MADE UP OF RECYCLED MATERIAL; BOTH POST INDUSTRIAL AND POST CONSUMER, EXCLUDING ADDITIVES AND COLORANTS. THE PILING WILL NOT ROT, SPLIT, CRACK, OR SPLINTER FOR A MINIMUM OF 50 YEARS. FINISHED PILINGS SHALL BE RESISTANT TO TERMITES, MARINE BORERS, SALT SPRAY, OIL, AND FUNGUS.



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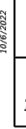
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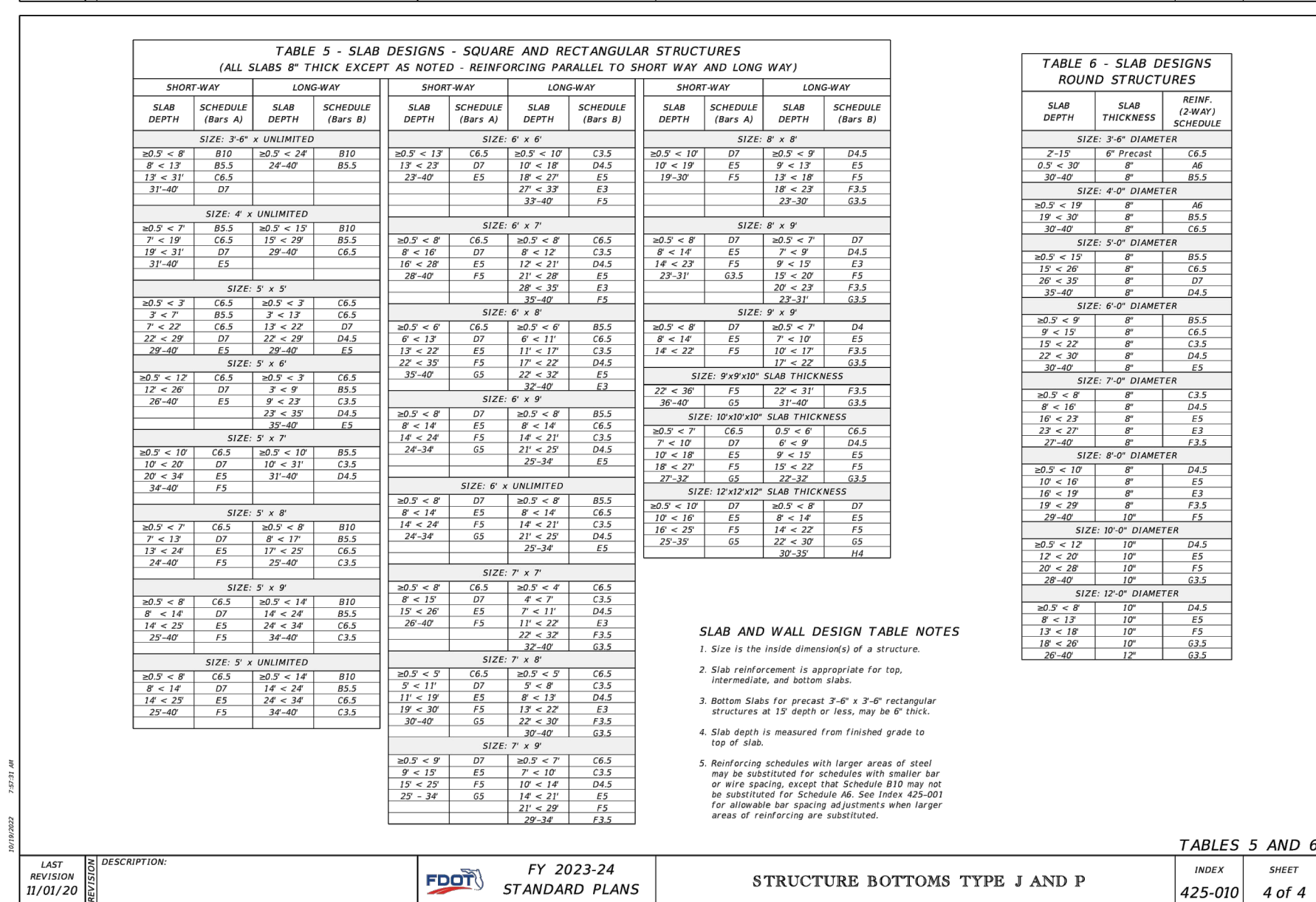
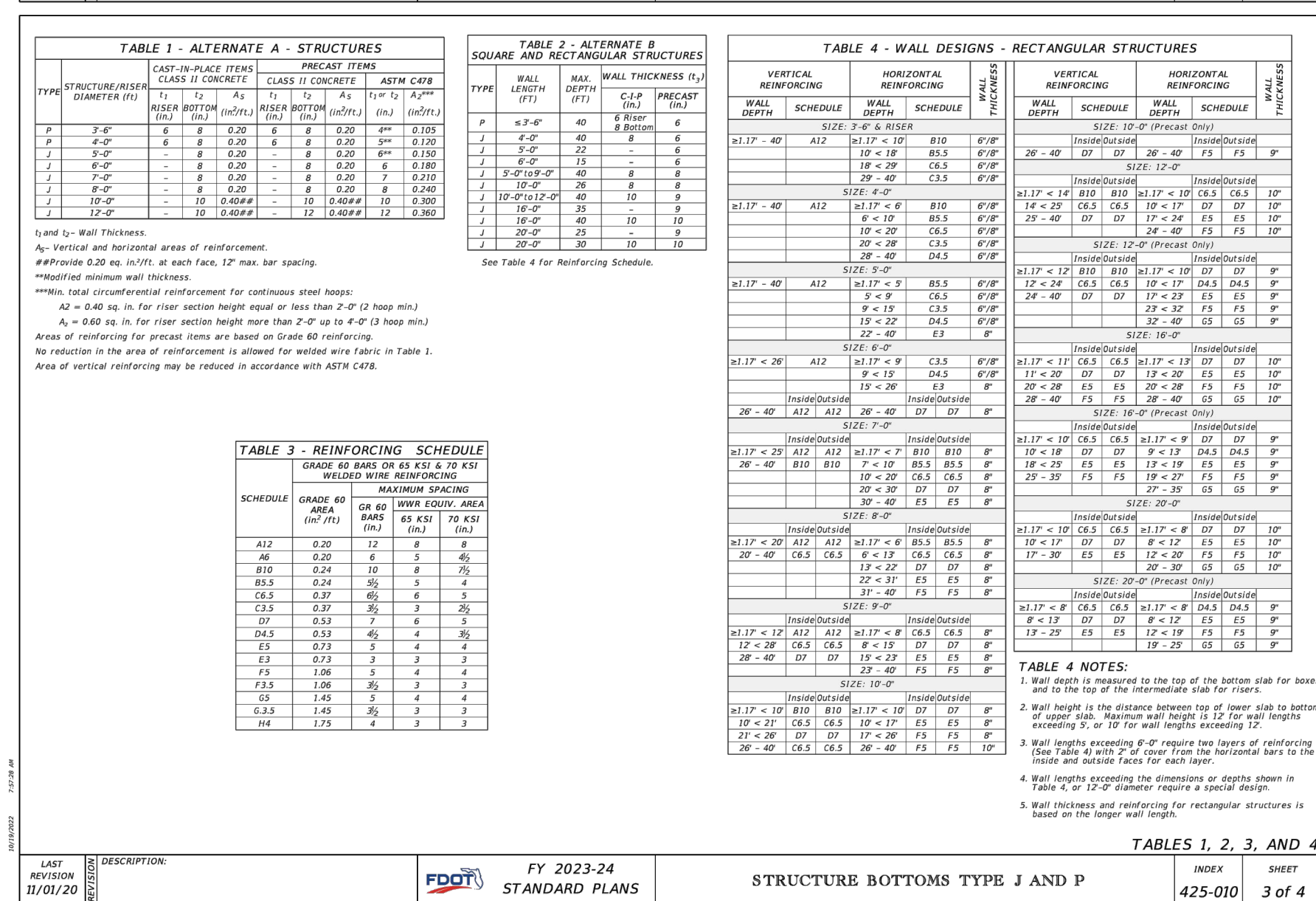
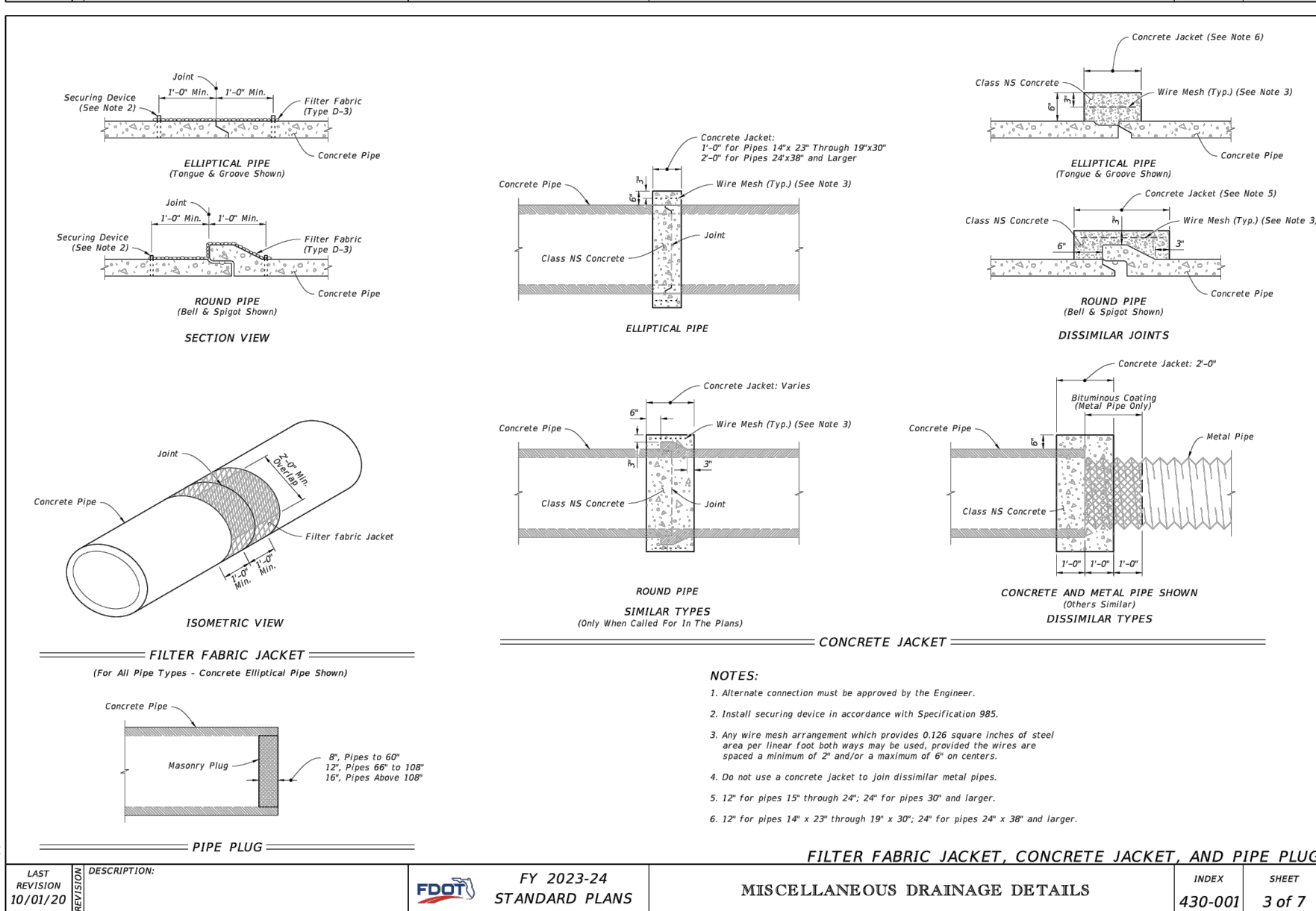
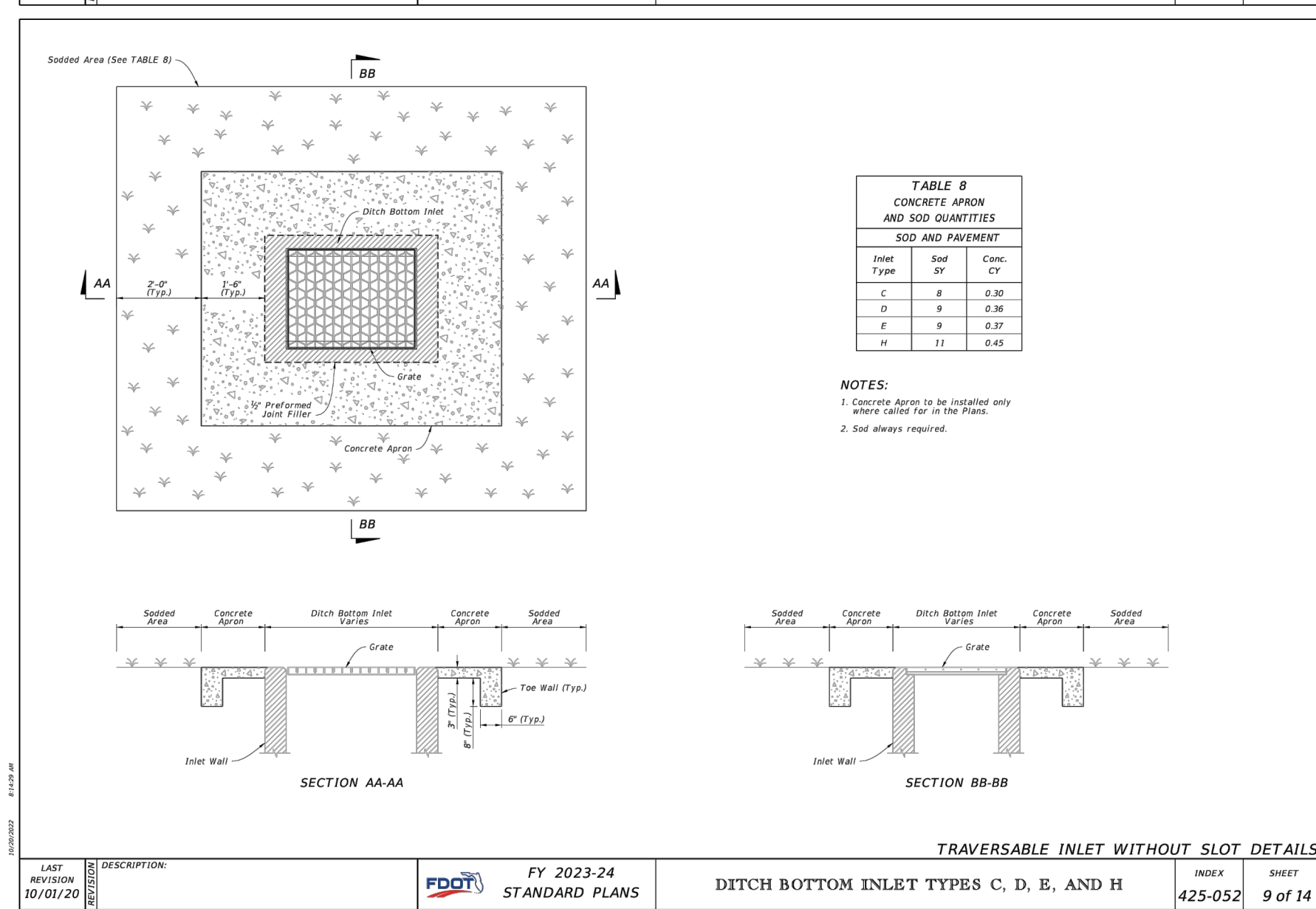
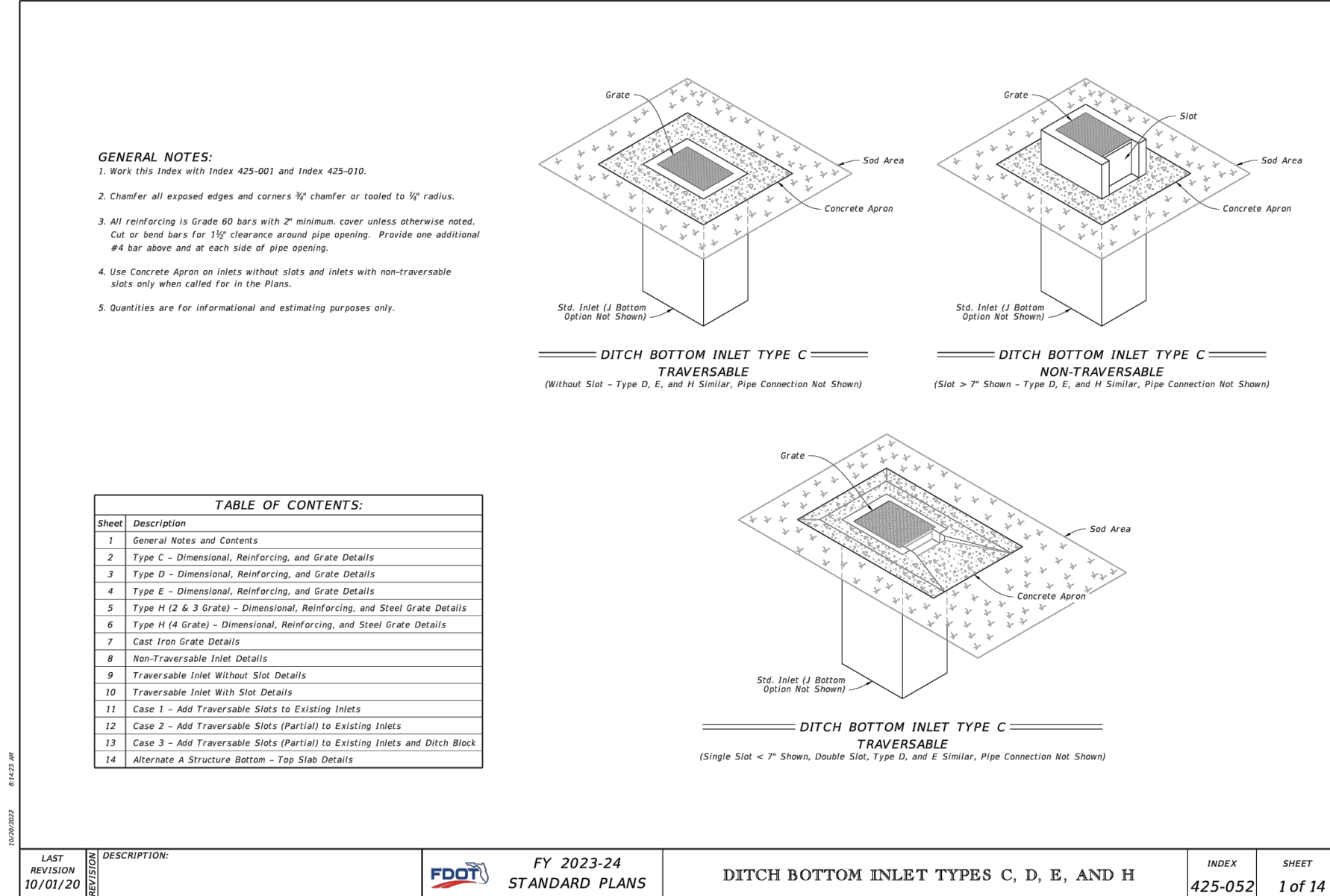
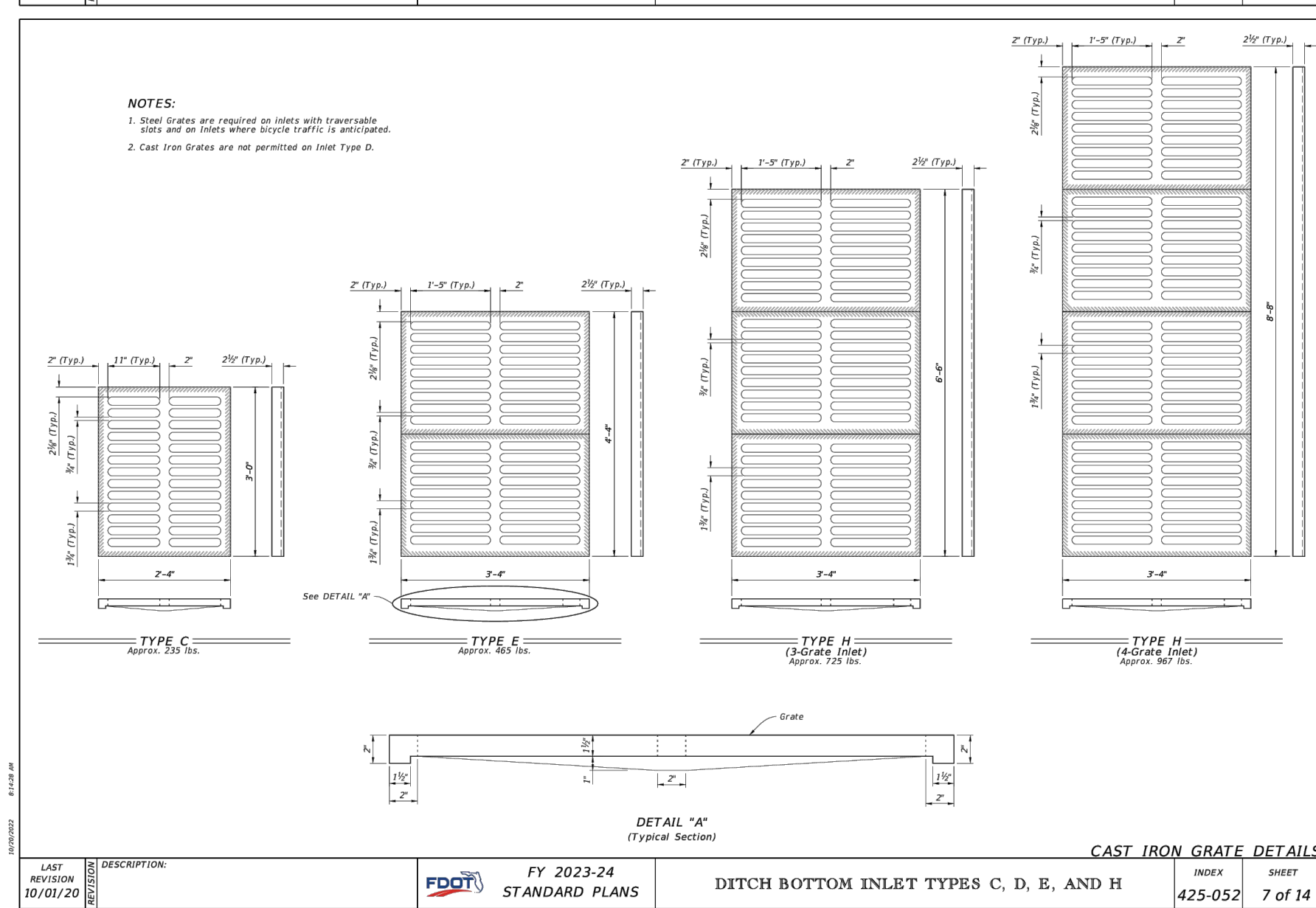
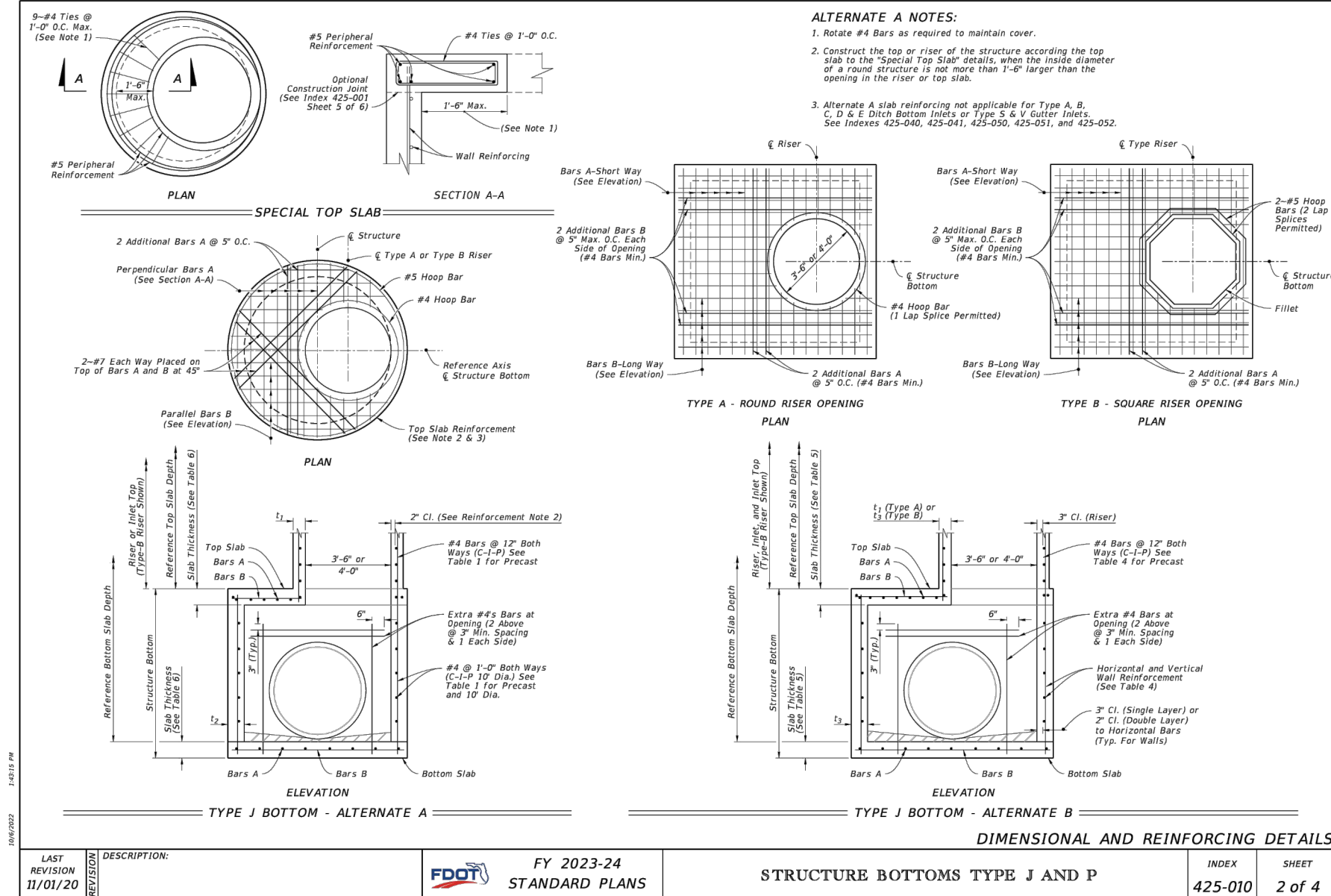
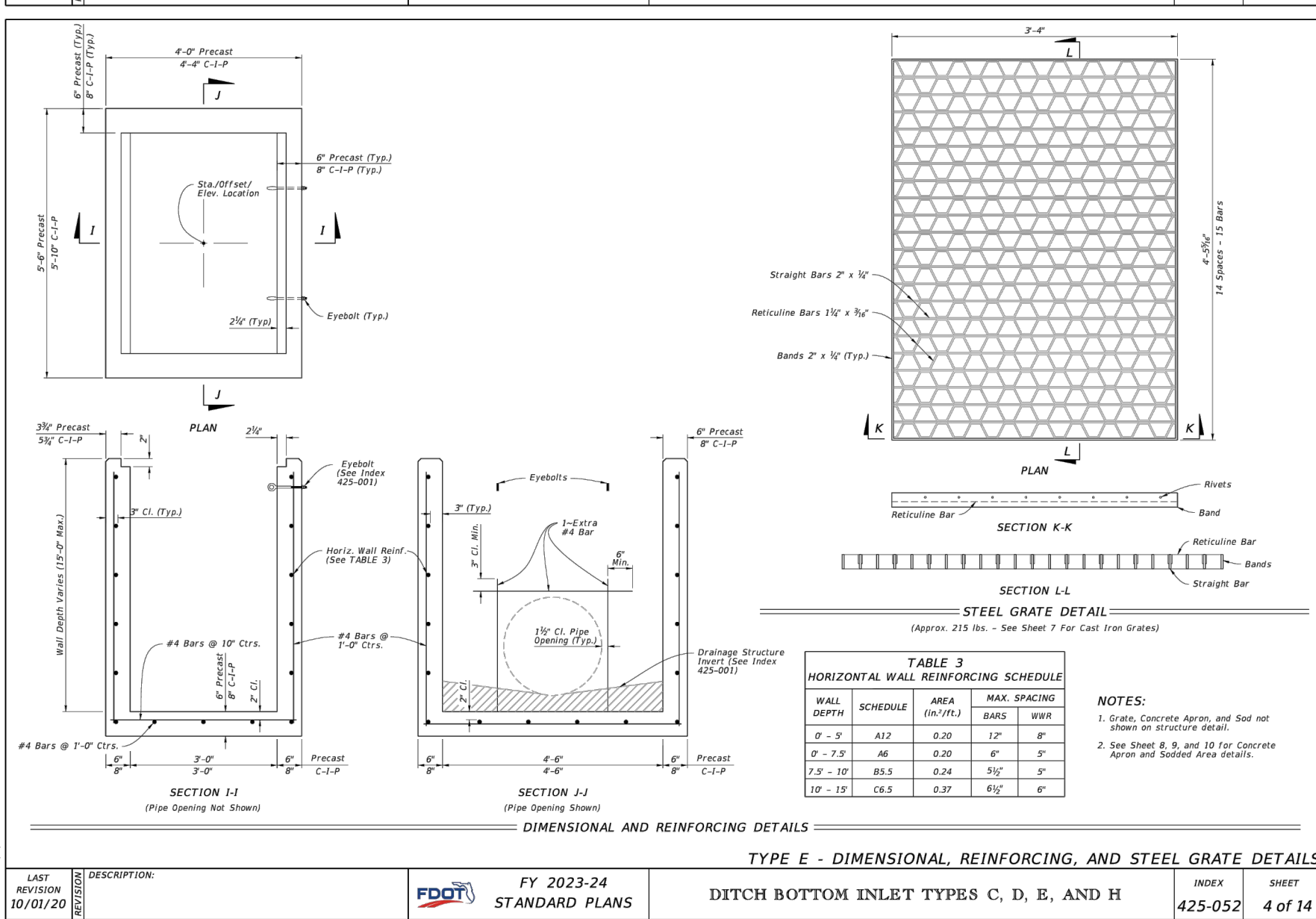
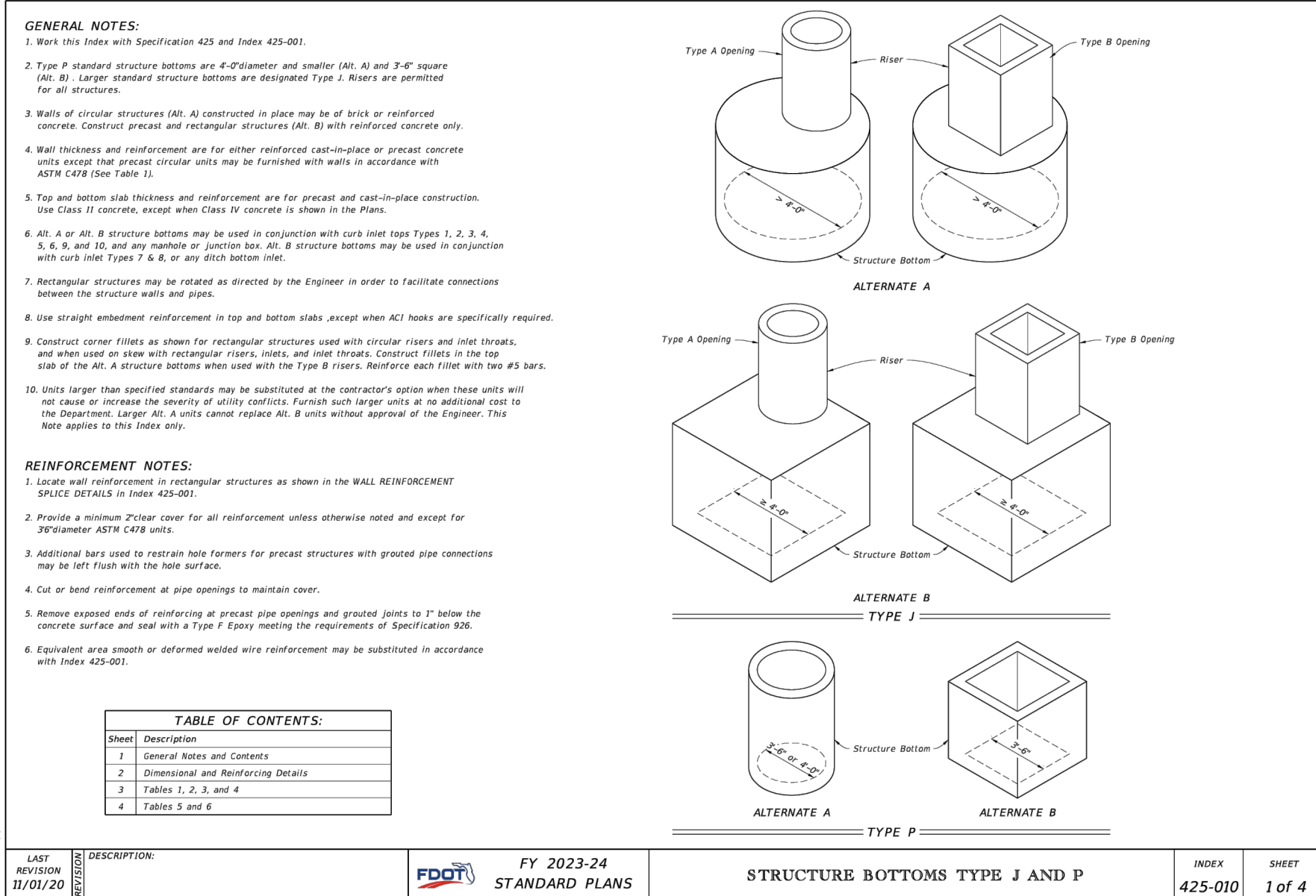
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STORM STRUCTURE DETAILS	

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36TH AVENUE EASTERN TERMINUS

SEAWALL REPAIR

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CITY OF ST. PETE BEACH

155 COREY AVENUE

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STORM STRUCTURE DETAILS

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1. GENERAL NOTES

- 1.1. THE GOVERNING CODE FOR THIS PROJECT IS THE FLORIDA BUILDING CODE 7th EDITION (2020). THIS CODE PRESCRIBES WHICH EDITION OF EACH REFERENCE STANDARD APPLIES TO THIS PROJECT. UNLESS OTHERWISE NOTED, ALL WORK AND MATERIALS SHALL CONFORM WITH THE GOVERNING BUILDING CODE AND ALL OTHER APPLICABLE FEDERAL, STATE AND LOCAL CODES, STANDARDS, REGULATIONS AND LAWS.
- 1.2. THE CONTRACTOR SHALL COORDINATE ALL CONTRACT DOCUMENTS WITH FIELD CONDITIONS, DIMENSIONS, AND PROJECT SHOP DRAWINGS PRIOR TO CONSTRUCTION. DO NOT SCALE DRAWINGS, USE ONLY PRINTED DIMENSIONS. REPORT ANY DISCREPANCIES OR FIELD CONDITIONS ENCOUNTERED IN CONFLICT WITH THE DRAWINGS IN WRITING TO THE ARCHITECT AND/OR ENGINEER PRIOR TO PROCEEDING WITH WORK. DO NOT CHANGE SIZE OR LOCATION OF STRUCTURAL MEMBERS WITHOUT WRITTEN INSTRUCTIONS FROM THE ARCHITECT OR ENGINEER OF RECORD.
- 1.3. THE STRUCTURE SHOWN ON THESE DRAWINGS IS SELF-SUPPORTING ONLY IN ITS COMPLETED FORM. THE DESIGN, ADEQUACY, SAFETY AND STABILITY OR ERECTION BRACING, FORMWORK, SHORING, AND TEMPORARY SUPPORTS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- 1.4. DETAILS LABELED AS "TYPICAL" APPLY TO ALL SITUATIONS THAT ARE THE SAME OR SIMILAR TO THOSE SPECIFICALLY REFERENCED, WHETHER OR NOT THEY ARE KEYED IN AT EACH LOCATION.
- 1.5. THE CONTRACTOR SHALL PROTECT ADJACENT PROPERTY, HIS OWN WORK, AND THE GENERAL PUBLIC FROM HARM. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS AND METHODS, AND JOBSITE SAFETY INCLUDING ALL OSHA REQUIREMENTS. THE STRUCTURAL ENGINEER OF RECORD HAS NO AUTHORITY TO EXERCISE ANY CONTROL OVER ANY CONSTRUCTION PERSONNEL RELATED TO THEIR WORK OR ANY HEALTH OR SAFETY PRECAUTIONS.
2. SHOP DRAWING SUBMITTAL & REVIEW
- 2.1. SHOP DRAWINGS ARE REQUIRED FOR THE FOLLOWING ITEMS, AT A MINIMUM:
- REINFORCING BARS
CONCRETE MIX DESIGN
- 2.2. ALL SUBMISSIONS OF SHOP DRAWINGS FOR REVIEW SHALL BE MADE ELECTRONICALLY.
- 2.3. ALLOW TEN (10) WORKING DAYS FOR REVIEW OF EACH SHOP DRAWING COMMENCING THE NEXT WORKING DAY AFTER RECEIPT. CONTRACTOR SHALL PLAN SCHEDULE ACCORDINGLY TO ACCOMMODATE THIS REVIEW TIME.
- 2.4. SHOP DRAWINGS REVIEW IS FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT. CORRECTIONS OR COMMENTS MADE ON THIS REVIEW DO NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR ERRORS AND OMISSIONS, NOR FROM COMPLIANCE WITH THE PLANS AND SPECIFICATIONS. CORRECTIONS OR COMMENTS DO NOT AUTHORIZE AN INCREASE IN THE CONSTRUCTION BUDGET.
- 2.5. REVIEW OF SHOP DRAWINGS DOES NOT CONSTITUTE ACCEPTANCE OF DEVIATIONS FROM CONTRACT DOCUMENTS OR PREVIOUS SHOP DRAWING REVIEW COMMENTS UNLESS SPECIFICALLY NOTED THEREIN BY THE ENGINEER OF RECORD.
- 2.6. CONTRACTOR RESPONSIBILITIES PRIOR TO SUBMITTING A SHOP DRAWING OR ANY RELATED MATERIAL TO THE ENGINEER:
- 2.6.1. REVIEW EACH SUCH SUBMISSION FOR CONFORMANCE WITH THE MEANS, METHODS, TECHNIQUES, SEQUENCES AND OPERATIONS OF CONSTRUCTION, AND SAFETY PRECAUTIONS AND PROGRAMS INCIDENTAL THERETO WHICH ARE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.
- 2.6.2. REVIEW AND APPROVE EACH SET PRIOR TO SUBMISSION WHICH SHALL INCLUDE VERIFICATION OF ALL DIMENSIONS AND GENERAL CONFORMANCE WITH THE CONSTRUCTION DOCUMENTS.
- 2.7. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL CHANGES OR DELAYS CAUSED BY SUBMITTING INCOMPLETE SHOP DRAWINGS AND SHALL NOT BEGIN CONSTRUCTION OR FABRICATION WITHOUT RECEIPT OF REVIEWED SHOP DRAWINGS.

4. SOIL PROPERTIES & SUPERIMPOSED LOADS

MOIST UNIT WEIGHT	= 130 PCF
ANGLE OF INTERNAL FRICTION	= 30 DEGREES
ACTIVE PRESSURE COEF.	= 0.33
PASSIVE PRESSURE COEF.	= 3.00
COHESION	= 0 PSF

4. EARTHWORK FOR STRUCTURES

- 4.1. ALLOWABLE SOIL BEARING CAPACITY IS ASSUMED TO BE 2,000 PSF ON UNDISTURBED SOILS OR COMPACTED STRUCTURAL FILL. CONTRACTOR SHALL OBTAIN THE SERVICES OF A QUALIFIED GEOTECHNICAL ENGINEER TO PERFORM ALL NECESSARY TESTING, VERIFY THE BEARING CAPACITY OF THE SOILS, AND MAKE RECOMMENDATIONS FOR SITE PREPARATION.
- 4.2. UNLESS NOTED OTHERWISE IN THE GEOTECHNICAL REPORT, ALL SOIL BELOW SLABS ON GRADE AND FOOTINGS SHALL BE COMPACTED TO A DEPTH OF 12 INCHES AT OPTIMUM MOISTURE CONTENT TO 95% OF THE MODIFIED PROCTOR, ASTM D1557. FILL SHALL BE PLACED AND COMPACTED IN LIFTS NO GREATER THAN 12 INCHES.
- 4.3. PROVIDE DENSITY TESTS IN COMPACTED SUBGRADE AND FOR EACH LIFT OF FILL AS FOLLOWS:
- 4.3.1. FOR EACH 3,000 SQ FT OF BUILDING AREA
- 4.3.2. FOR EVERY 300 LINEAR FT OF STRIP FOOTING OR GRADE BEAM
- 4.3.3. FOR EVERY THIRD COLUMN FOOTING

5. FORMWORK

- 5.1. DESIGN, ERECTION AND REMOVAL OF FORMWORK, AND SHORING AND RESHORING IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.
- 5.2. CONSTRUCTION, ERECTION, AND REMOVAL OF FORMWORK SHALL BE IN ACCORDANCE WITH ACI 301 AND 347.

6. REINFORCEMENT

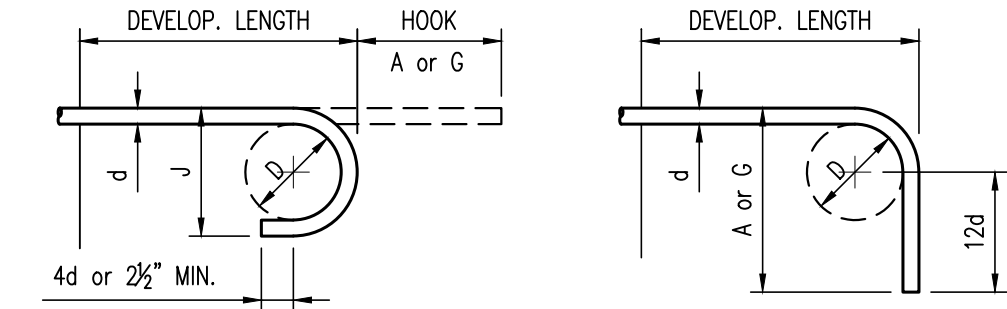
- 6.1. ALL REINFORCING STEEL SHALL BE INTERMEDIATE GRADE BILLET STEEL CONFORMING TO ASTM A615, GRADE 60, WITH THE FOLLOWING MINIMUM SPLICE LENGTH.
- 6.1.1. CONCRETE REINFORCEMENT = SEE PROVIDED LAP SCHEDULE
- 6.1.2. MASONRY REINFORCEMENT = 48 BAR DIAMETERS U.N.O.
- 6.2. PROVIDE ADDITIONAL HORIZONTAL CORNER BARS TO MATCH MAIN HORIZONTAL REINFORCING STEEL AT ALL BEAMS, OR WALL INTERSECTIONS, CORNERS AND OTHER CONCRETE DIRECTIONAL CHANGES, INCLUDING FOOTINGS.
- 6.3. ALL BENDS, AND 90° AND 180° HOOKED BARS SHALL BE FABRICATED IN ACCORDANCE WITH ACI AND AS INDICATED IN THE STANDARD DETAILS.
- 6.4. REINFORCING SHALL BE ACCURATELY PLACED, RIGIDLY SUPPORTED AND FIRMLY TIED IN PLACE, WITH APPROPRIATE BAR SUPPORTS AND SPACERS.
- 6.5. WHERE SPECIFIED, PROVIDE PLAIN, COLD-DRAWN ELECTRICALLY-WELDED WIRE REINFORCEMENT CONFORMING TO ASTM A 1064. SUPPLY IN FLAT SHEETS ONLY. LAP SPLICE TWO CROSS WIRES PLUS TWO INCHES.

7. CONCRETE

- 7.1. ALL CONCRETE CONSTRUCTION SHALL COMPLY WITH ACI 301 AND 318 AND CRSI STANDARDS.
- 7.2. STRUCTURAL CONCRETE SHALL HAVE A MINIMUM ULTIMATE COMPRESSIVE DESIGN STRENGTH (F_c') IN 28 DAYS OF 6,000 PSI.
- 7.3. CONTRACTOR SHALL MAKE SETS OF FOUR ACCEPTANCE CYLINDERS FOR STRENGTH TESTING FOR EACH 50 CUBIC YARDS OF CONCRETE PLACED. CYLINDERS SHALL BE MADE IN ACCORDANCE WITH ASTM C31 AND C172. TESTING SHALL BE PERFORMED BY AN ACI CERTIFIED TESTING LABORATORY AND SHALL BE PAID FOR BY THE CONTRACTOR. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT AND/OR STRUCTURAL ENGINEER OF ANY TEST NOT MEETING THE REQUIREMENTS OF THE SPECIFIED TESTS. COPIES OF REPORTS DOCUMENTING THE TEST RESULTS SHALL BE MAINTAINED BY THE CONTRACTOR AND MADE AVAILABLE UPON REQUEST.

BAR SIZE	REBAR LAP SPLICE LENGTHS					
	f' _c = 3,000 PSI		f' _c = 4,000 PSI		f' _c = 5,000 PSI	
	CLASS A	CLASS B	CLASS A	CLASS B	CLASS A	CLASS B
#3	16"	21"	14"	18"	13"	17"
#4	22"	28"	19"	25"	17"	22"
#5	27"	36"	24"	31"	21"	28"
#6	33"	43"	28"	37"	25"	33"
#7	48"	62"	42"	54"	37"	48"
#8	55"	71"	47"	62"	42"	55"
#9	62"	80"	54"	70"	48"	62"
#10	70"	90"	60"	78"	54"	70"
#11	77"	100"	67"	87"	60"	78"

- REBAR LAP SPLICE NOTES:
1. CLASS B SPLICES SHALL BE PROVIDED FOR ALL COLUMN REINFORCING STEEL.
2. CLASS A SPLICES ARE ALLOWED FOR CONTINUOUS REINFORCING STEEL IF NO MORE THAN 50% OF THE STEEL IS LAPPED AT THE SAME LOCATION.

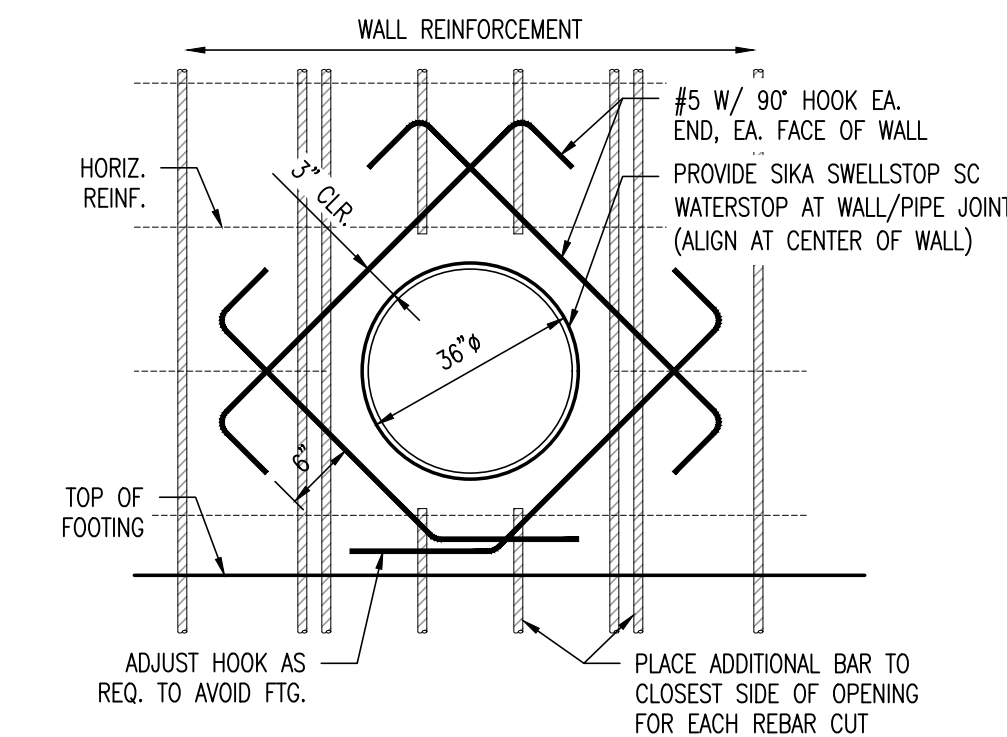


BAR SIZE	PIN DIAM. D	STD. HOOK DIMENSIONS			DEVELOP. LENGTHS		
		180° HOOK	90° HOOK		CONC.	COMPRESSIVE	STRENGTH
		A or G	J	A or G	3,000 PSI	4,000 PSI	5,000 PSI
#3	2 1/4"	0'-5"	0'-3"	0'-6"	6"	6"	6"
#4	3"	0'-6"	0'-4"	0'-8"	8"	7"	6"
#5	3 3/4"	0'-7"	0'-5"	0'-10"	10"	9"	8"
#6	4 1/2"	0'-8"	0'-6"	1'-0"	12"	10"	9"
#7	5 1/4"	0'-10"	0'-7"	1'-2"	14"	12"	11"
#8	6"	0'-11"	0'-8"	1'-4"	16"	14"	12"
#9	9 1/2"	1'-3"	0'-11 1/2"	1'-8"	18"	15"	14"
#10	10 3/4"	1'-5"	1'-10 1/4"	1'-10"	20"	17"	15"
#11	12"	1'-7"	1'-2 3/4"	2'-1"	22"	19"	17"

- REBAR STANDARD HOOK NOTES:
1. D = FINISHED BEND DIAMETERS.
2. REFER TO ACI 315 FOR ALTERNATE BEND PATTERN DIMENSIONS AND REQUIREMENTS.
3. ASTM A767 REQUIRES THAT BARS BENT COLD PRIOR TO HOT DIP GALVANIZING MUST BE FABRICATED TO A MINIMUM BEND DIAMETER EQUAL TO 7 INCHES FOR #7 BAR AND 8 INCHES FOR #8 BAR.

8. HELICAL STEEL PILE

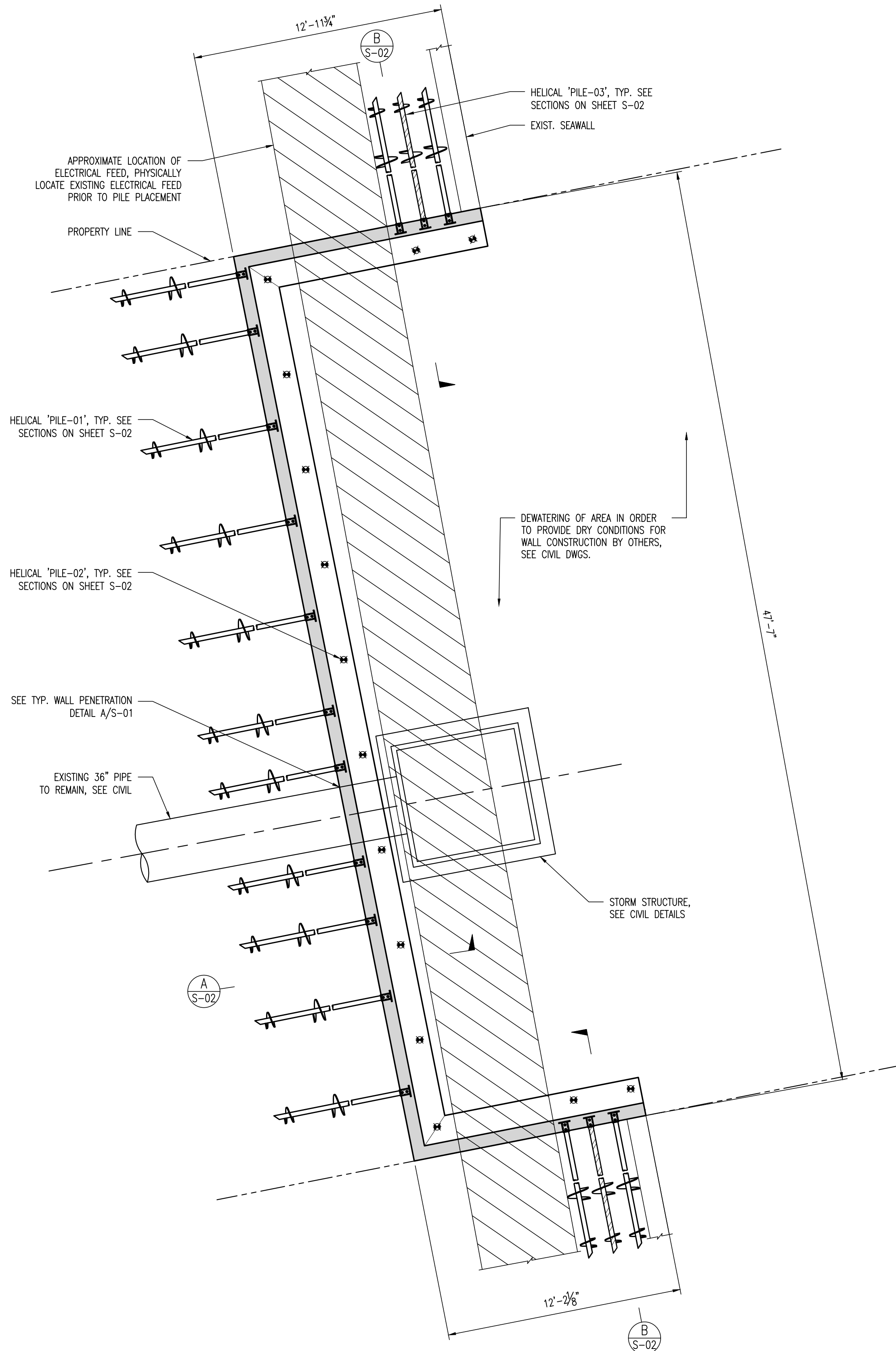
- 8.1. DESIGN HELICAL PILES FOR THE DEAD, LIVE AND LATERAL LOADS INDICATED ON THE DRAWINGS. LOAD COMBINATIONS WILL BE IN ACCORDANCE WITH THE APPLICABLE BUILDING CODE.
- 8.2. THE MINIMUM FACTOR OF SAFETY FOR THE DESIGN OF THE HELICAL PILE SYSTEM AND ALL ITS COMPONENTS SHALL BE 2.0.
- 8.3. FOOTING SIZES AND LOCATIONS SHOWN ARE BASED UPON ASSUMPTIONS OF THE HELICAL PILE SYSTEM COMPONENTS, CONFIGURATIONS AND LOADS.
- 8.4. ALL PILES AND COMPONENTS SHALL BE HOT DIPPED GALVANIZED IN ACCORDANCE WITH ASTM A153.
- 7.9. INSTALLATION TORQUE AT ONE-FOOT INTERVALS FOR THE FINAL 10 FEET.
- 7.10. INSTALLATION EQUIPMENT
- 7.10.1. EQUIPMENT SHALL BE HYDRAULIC POWER DRIVEN TORQUE MOTOR CAPABLE OF APPLYING ADEQUATE DOWN PRESSURE (CROWD) AND TORQUE SIMULTANEOUSLY WHILE MAINTAINING PROPER PILE ALIGNMENT.
- 7.10.2. A DIGITAL TORQUE INDICATOR SHALL BE USED TO CONTINUOUSLY RECORD INSTALLATION TORQUES.
- 7.11. PILES SHALL BE INSTALLED TO THE TORQUE AND MINIMUM DEPTH INDICATED ON THE SCHEDULE. TOP OF PILE ELEVATIONS ARE INDICATED ON THE PLAN.
- 7.12. PILE INSTALLATION LOG - THE CONTRACTOR SHALL PROVIDE THE OWNER COPIES OF THE INSTALLATION RECORD WHICH SHALL INCLUDE:
- 7.12.1. PROJECT NAME
- 7.12.2. DATE AND TIME OF INSTALLATION
- 7.12.3. PILE IDENTIFICATION NUMBER
- 7.12.4. MANUFACTURER'S SKEW NUMBER FOR PILE COMPONENTS INCLUDING LEAD SECTION, EXTENSIONS AND NUMBER AND SIZE OF HELICAL PLATES.
- 7.12.5. TOTAL LENGTH OF INSTALLED PILE
- 7.12.6. CUT-OFF ELEVATION



TYP. WALL PENETRATION DETAIL

SCALE: 3/4" = 1'-0"

A
S-01



OVERALL SEAWALL SITE PLAN

SCALE: 1/4" = 1'-0"



36TH AVENUE EASTERN TERMINUS

SEAWALL REPAIR

ST. PETE BEACH, FL

CITY OF ST. PETE BEACH

155 COREY AVENUE

ST. PETE BEACH, FL 33706-1839



1000 N. ASHLEY DR., SUITE 900
TAMPA, FL 33602
TEL: (813) 620-4600

REVISION	NO.	DATE	DESCRIPTION

THE SEAL ORIGINALLY APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY:

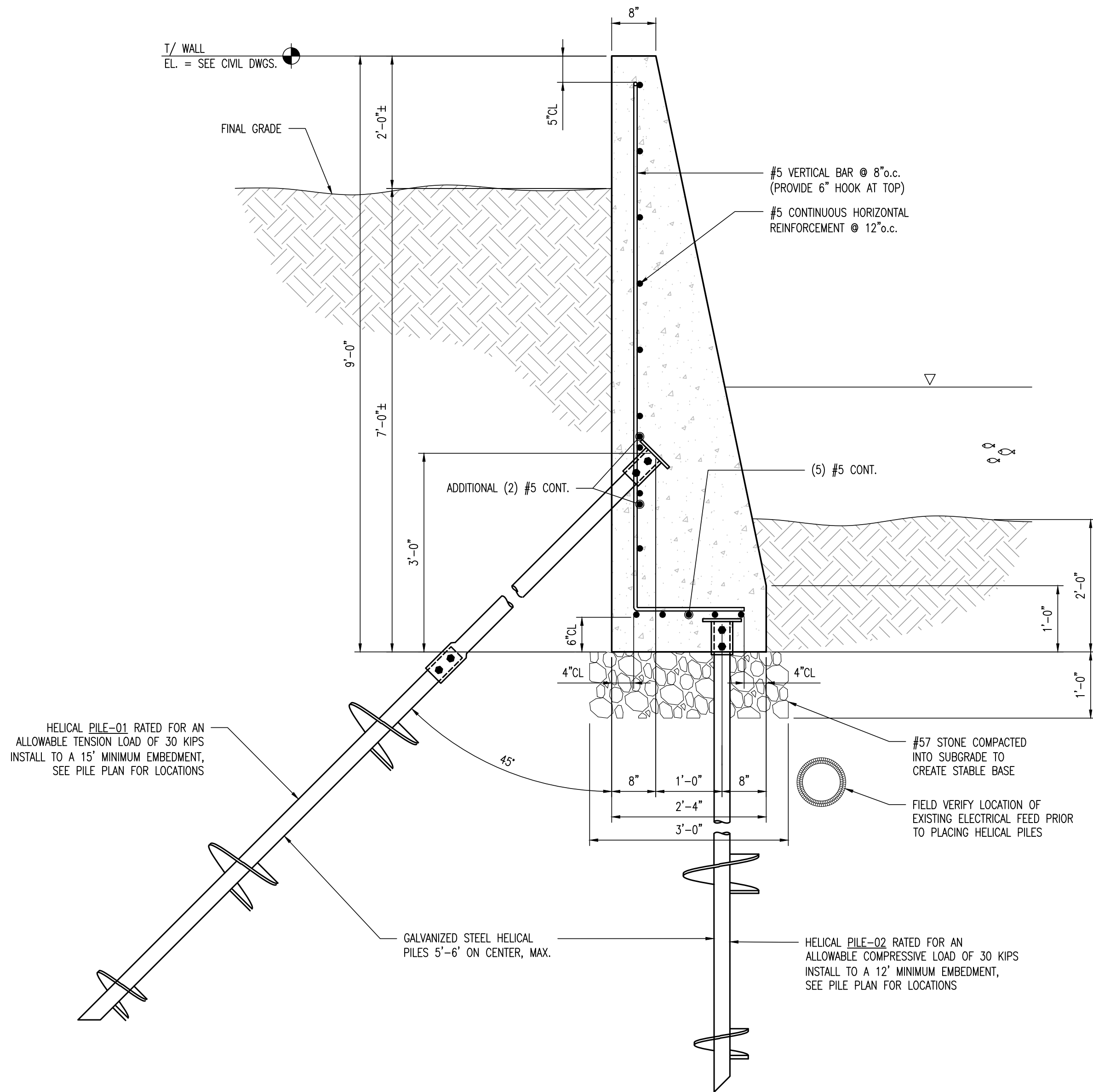
PATRICK M. MCKEE 63122
NAME PE LICENSE NO.
12/01/2023
DATE

THE RECORD COPY OF THIS DRAWING IS ON FILE AT THE OFFICES OF:

HALF ASSOCIATES, INC.
1000 N. ASHLEY DRIVE, SUITE 900
TAMPA, FLORIDA USA 33602
FL CA 33380 FL & LC 26000645 FL
FIRM OR BUSINESS NO. STATE

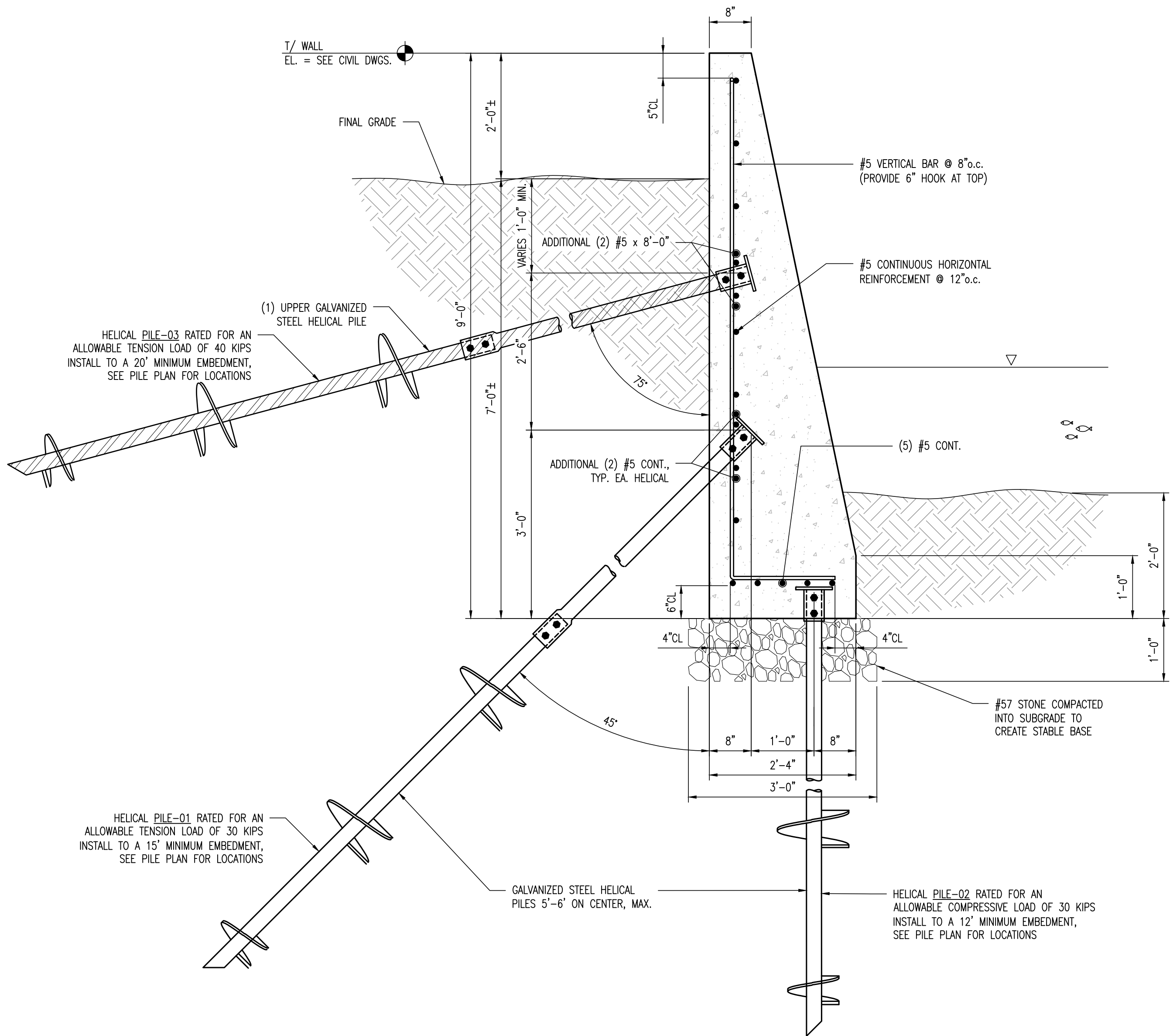
PROJECT NO.: 42109-028
ISSUED: DEC 2023
DRAWN BY: PMM
CHECKED BY: PMM
SCALE: AS SHOWN
SHEET TITLE
STRUCTURAL NOTES,
PLAN, & DETAIL

S-01



SEAWALL '1' SECTION
SCALE: 3/4"=1'-0"

A
S-01



SEAWALL '2' SECTION
SCALE: 3/4"=1'-0"

B
S-01

36TH AVENUE EASTERN TERMINUS
SEAWALL REPAIR
ST. PETE BEACH, FL
CITY OF ST. PETE BEACH
155 COREY AVENUE
ST. PETE BEACH, FL 33706-1839

half
1000 N. ASHLEY DR., SUITE 900
TAMPA, FL 33602
TEL: (813) 620-4500

REVISION NO.	DATE	DESCRIPTION

THE SEAL ORIGINALLY APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY:
PATRICK M. MCKEE
NAME
12/01/2023
DATE
PE LICENSE NO. 63122

THE RECORD COPY OF THIS DRAWING IS ON FILE AT THE OFFICES OF:
HALFF ASSOCIATES, INC.
1000 N. ASHLEY DRIVE, SUITE 900
TAMPA, FLORIDA USA 33602
FL CA 33380 FL & LC 26000645
FIRM OR BUSINESS NO. FL STATE

PROJECT NO.:	42109-028
ISSUED:	DEC 2023
DRAWN BY:	PMM
CHECKED BY:	PMM
SCALE:	AS SHOWN
SHEET TITLE	STRUCTURAL SECTIONS
S-02	

EXHIBIT “C”

(Place Vendor’s Proposal Behind this Page)

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in Seawall Repair.

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 **"36th Avenue Seawall Repair"** 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.

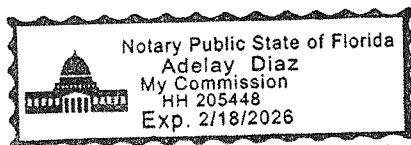
The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach **"36th Avenue Seawall Repair"**.

COMPANY: KM2H, LLC
ADDRESS: 1224 Blackrush Dr. Tarpon Springs, FL 34689 DATE: 07/09/2025
BIDDER: *[Signature]* PHONE: (813) 440 9572
(SIGNATURE)
STATE OF FLORIDA NAME: Martin Hoegg - President
COUNTY OF Pinellas (PRINT NAME & TITLE)

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me

by means of ☒ physical presence or ☐ online notarization, this 9 day of July, 2025, by MARTIN HOEGG, who is personally known to me or has produced FL Driver License as identification.

(SEAL)



Notary Public – State of Florida

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

III. Equipment List

36th Avenue Seawall Repair BID FORM						
The estimated quantities shown in the Bid Form are approximate and provided for informational purposes to aid in preparing Bid Proposals and to show the approximate scope of the work to be performed. The contractor shall perform their own quantity take-off and shall submit a bid showing the items of ALL work, unit prices, and lump sum price for all work. Any variations from the estimated quantities shall not entitle the bidder to an adjustment in the unit price or any additional compensation.						
Item No.	Description	Estimated Quantity	Bid Quantity	Unit	Unit Cost	Total
1.00	<u>GENERAL CONDITIONS</u>					
1.01	Mobilization	1		LS	\$34,100.00	\$34,100.00
1.02	Maintenance of Traffic	1		LS	\$8,800.00	\$8,800.00
1.03						
	GENERAL CONDITIONS SUB-TOTAL					

Please Provide pricing for
Mobilization and
Maintenance above and
Seawall Below.

3.00	<u>SEAWALL</u>					
3.01	Seawall	69		LF	\$3,600.00	\$248,400.00
3.02	12" Wide Retaining Wall	3		CY	\$3,800.00	\$11,400.00
3.03	Riprap	11		TN	\$385.00	\$4,235.00
3.04	Sand	12		CY	\$210.00	\$2,520.00
3.05	Manatee Grate for 36" Pipe	1		EA	\$2,100.00	\$2,100.00
3.06	Modified U-Type Endwall Index 430-012	1		EA	\$27,800.00	\$27,800.00
	SEAWALL SUB TOTAL					
	Contingency (10%)	1		LS		\$33,935.50
Grand Total						\$373,290.50

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: Martin Hoegg - President
(Print individual's name and title)

for: KM2H, LLC
(Print name of entity submitting sworn statement)

at: 1224 Blackrush Dr., Tarpon Springs, FL 34689
(Business address)

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

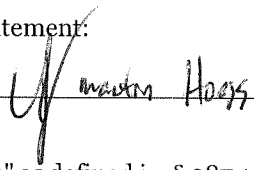
82-0672700
(FEIN)

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

(SSN)

by the individual signing this sworn statement:

(Signature)



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

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

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

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

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

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

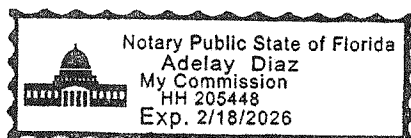
☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

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

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of July, 2025, by MARTIN HOESS, who is personally known to me or has produced FL Driver License as identification.

(SEAL)



Notary Public – State of Florida

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

VII. NON-COLLUSION AFFADAVIT

STATE OF Florida
COUNTY OF Pinellas

I state that I Martin Hoegg of KM2H, LLC,

(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. KM2H, LLC, 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.

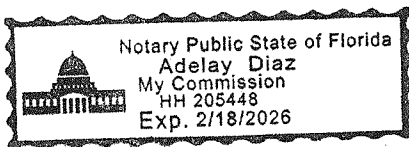
Name of Organization: KM2H, LLC

Signed By: *Martin Hoegg*

Print Name: Martin Hoegg

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of July, 2025, by MARTIN HOEGG, who is personally known to me or has produced FL Driver License as identification.

(SEAL)



Notary Public – State of Florida

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



07/07/2025

John K. Taylor
Procurement Manager
Finance Department – City of St Pete Beach
155 Corey Avenue,
St. Pete Beach, FL 33706

RE: City of St Pete Beach 36th Ave Seawall Repair Project Solicitations – References & Qualifications

Dear Mr. Taylor,

We are pleased to submit our letter of qualification as a general contractor specializing in heavy civil and heavy marine construction projects for cities and counties throughout the state of Florida. With a steadfast commitment to quality and safety, our company has established a strong reputation for delivering successful project outcomes while adhering to strict timelines and budgets.

Our primary strength lies in our experienced employees, who are the backbone of our organization. Our team consists of highly skilled professionals with extensive expertise in various aspects of heavy construction, including but not limited to: Site development and grading, bridge and roadway construction, marine construction and drainage improvements.

We take pride in our collaborative approach, working closely with local governments, engineering firms, and subcontractors to ensure that each project meets the unique needs of the community it serves. Our commitment to safety is paramount, and we adhere to all local, state, and federal regulations to create a secure work environment for our employees and the public.

Throughout our years of operation and working as a team, we have successfully completed numerous projects throughout Florida, demonstrating our capability to handle large and small-scale assignments while maintaining the highest standards of quality. The key employees that will work on this project have been working together for over 7 years on various FDOT, County and City projects (even prior to KM2H). I would like to highlight our project team's vast experience, that has successfully completed numerous concrete repair projects on bridges, fixed and floating concrete docks/ piers and seawalls. Our experienced staff provides the technical knowledge and hands-on experience necessary to deliver successful concrete repair solutions in marine settings while adhering to the environmental regulations. We understand the importance of timely completion and effective communication, which is why we prioritize transparency and collaboration with all stakeholders involved.



We appreciate your consideration and look forward to the opportunity to collaborate on this service project. Please feel free to reach out if you require any additional information or would like to discuss how our qualifications align with your needs.

V. References & Qualification questions:

- a) Firm and Personal Experience: See attached Resumes of Key personal: President/ PM Martin Hoegg, General Superintendent Yesis Nieves and Concrete Work Superintendent Manuel Cruz.
- b) Unresolved and ongoing claims: NONE
- c) 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. I Martin Hoegg President of KM2H, LLC confirm that KM2H is not in violation with any statutes or regulatory rules that may impact the firm's operation or our ability to execute this contract.
- d) Our bonding capacity at this moment is \$3.0M and we never had any claim against our bonding company. Our bonding Agent is Angelo Zervos / President of Zervos Insurety services. Email angelo@zervosins.com – Office 248-289-4450

We hope our submitted clarifications answer all your questions and demonstrate our long history and work experience in Heavy Civil and Marine construction. As the already contracted vendor for the City of St Pete Beach to perform sidewalk repair services, we hope to expand our services offered to the City by adding the 36th Ave Seawall Repair Project.

Regards,

Martin Hoegg
President
KM2H, LLC
Cell: 813 440 9572
Email: mhoegg@km2h.com

REFERENCES

#1 Agency	Pasco County Parks & Recreating		
Address	7750 Congress St		
City, State, Zip	New Port Richey, FL 34654		
Contact Person	Stephanie Cangero Project Manager P&R		
Telephone:	(813) 929 2760 Ext. 1100	Email:	scangero@pascocountyfl.net
Date(s) of Service	Various Projects 2023, 2024 and currently 2 ongoing projects		
Type of Service	Seawall, Boardwalk, Piling, Sheet Pile Bulkhead, Sheet Pile, Floating Docks		
Comments	Our Team has been working on various Projects for Pasco. Currently Anclote River Park Floating Dock and Pile Replacement at Park Boat Ramp		
#2 Agency	City of St Petersburg (Municipal Marina)		
Address	500 1st Ave SE, St		
City, State, Zip	St Petersburg, FL 33701		
Contact Person	David Wirth Marina and Port Manager		
Telephone:	(727) 430 2740	Email:	david.wirth@stpete.org
Date(s) of Service	our Team worked on several Projects for the Marina (last Job Nov 2024)		
Type of Service	Concrete Pile, Driving, Floating Concrete Docks, Cast in place Concrete to Replace fixed Concrete Docks, Concrete Repair,		
Comments	Our Team has been working on various Projects for the City of St Pete		
#3 Agency	Westshore Marina Ventures (Integra Marinas)		
Address	150 SE 2nd Ave., Suite 800		
City, State, Zip	Miami, FL 33131		
Contact Person	Connor Potts - Operations Manger (Marina Properties)		
Telephone:	(915) 637 2528	Email:	cpotts@integramarinas.com
Date(s) of Service	multiple projects most recent project completed January 30th, 2025		
Type of Service	Design, Permitting and Install/ Replacement of floating Concrete Docks. Driving Steel Anchorage Piles for New Floating Concrete Dock Installation, GC for Turnkey Marina Expansion including Utilities Fire, Water, Sanitary and Electric		
Comments			
#4 Agency			

	Edgewater Group	
Address	3020 North Federal Hwy, Suite 10	
City, State, Zip	Ft. Lauderdale, FL 33306	
Contact Person	Brock Petrak	
Telephone:	(989) 640 7553	Email: brock@edgewater.pro
Date(s) of Service	2025 (ongoing)	
Type of Service	General Contractor for Turnkey Replacement of 90 Boat Slip Marina in Dunedin. Permitting, 7500cy of Dredging, (77) Steel Pipe Pile installation, Install New Floating Concrete Docks, Subcontractor Management for all Utilities Fire, Water, Sanitary and Electric	
Comments		
#5 Agency	Stantac/ Cardno	
Address	Stantac Clearwater Office: 380 Park Place Blvd #300	
City, State, Zip	Clearwater, FL 33759	
Contact Person	Christopher Gamache, P.E.	
Telephone:	(727) 531 3505	Email: christopher.gamache@stantac.com
Date(s) of Service	multiple projects most recent completion of Citrus County Pier 2024 and Tampa Marina 2025	
Type of Service	Design Built Projects , Sheet Pile Walls with Soil Anchors and Bulkhead, Floating Dock Install with Pile Driving, Seawall Replacements,	
Comments	We have worked on various projects with Stantac as Owner Representative or Stantac being part of Contractor Design Team	

KM2H, LLC. Reference Contacts most recent two years						
DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	Owner	WHERE LOCATED CITY - COUNTY	NAME OF PROJECT	KM2H Function	CONTACT
\$ 2,965,000.00	Ongoing	Loggerhead Marinas / ELS	City of Dunedin / Pinellas County	Marker 1 Marina / Loggerhead Marina Dunedin Replacement	General Contractor	Edgewater Group (EOR) Brock Petrack Cell: (989) 640 7553
\$ 18,995.00	2024	City of St Petersburg	Municipal Marina City of St Petersburg, St Petersburg	City of St Petersburg Municipal Marina, Dinghy Dock Removal	General Contractor	City of St Pete Marina Manager: David Wirth Cell: (727) 430-2740
\$ 13,885.00	2024	City of St Petersburg	Municipal Marina City of St Petersburg, St Petersburg	City of St Petersburg Municipal Marina, Dinghy Dock Removal	General Contractor	City of St Pete Marina Manager: David Wirth Cell: (727) 430-2740
\$ 280,000.00	2024	Westshore Yacht Club, Ventures	City of Tampa, Hillsborough County	Tampa Westshore Yacht Club A-Dock Repair and Addition	General Contractor	Owners Rep: Connor Pots; Cell (915) 6372528
\$ 4,985.00	2024	Westshore Yacht Club, Ventures	City of Tampa, Hillsborough County	Tampa Westshore Yacht Club D-Dock upgrade	General Contractor	Owners Rep: Connor Pots; Cell (915) 6372528
\$ 1,763.65	2024	Pasco County	7021 Maplehurst Dr, Port Richey, FL 34668	LAKE LISA PARK Bathroom Vandalism Repairs	General Contractor	County: Stephanie Cangero Project Coordinator Parks and Recreation (813) 929 2760 EXT 1100
\$ 258,362.02	2023	Pasco County	7021 Maplehurst Dr, Port Richey, FL 34668	IFB-CL-22-102 PRE-ENGINEERED MULTI-USE RESTROOM BUILDING – LAKE LISA PARK	General Contractor	County: Stephanie Cangero Project Coordinator Parks and Recreation (813) 929 2760 EXT 1100

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Martin Hoegg	President/ Project Manger	a. TOTAL 22	b. WITH CURRENT FIRM 8
15. FIRM NAME AND LOCATION (City and State)			

KM2H, LLC, 1224 Blackrush DR, Tarpon Springs, FL 34689

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Civil Engineer Master Degree	General Contractor License CGC 1525510

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

19. RELEVANT PROJECTS

A	(1) TITLE AND LOCATION (City and State) Project Name City of St Petersburg Municipal Marina	() YEAR COMPLETED	
		PROFESSIONAL SERVICES PM	2024
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Salvaging and demolition of existing floating concrete dock segments near The Vinoy Resort Marina		
B	(1) TITLE AND LOCATION (City and State) Project Name City of St Petersburg Municipal Marina – Dinghy Dock demolition and removal	() YEAR COMPLETED	
		PROFESSIONAL SERVICES PM	2024
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Demolition and removal of entire Dinghy Dock. Removal and off site disposal of floating concrete docks.		
C	(1) TITLE AND LOCATION (City and State) Project Name Tampa Westshore Yacht Club – City of Tampa FL – E-Dock (Owner Integra/ Oasis Management)	() YEAR COMPLETED	
		PROFESSIONAL SERVICES PM	2024
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Demolition of existing Marina Dock E after Hurricane Damage. Furnish and install Steel Pile Piles for new Floating concrete dock. Replacment of entire E-Dock and expansion of E-Dock for Mega Yachts at T-End. Driving 14in dia. Steel Pipe Piles for (5,240sf) New Floating Concrete Dock and installation of Dock. Obtain all necessary State and local permits on behalf of Marina Owner. Management and Supervision of all specialty subcontractors (utilities) Fire, Portable Water and Electric		
D	(1) TITLE AND LOCATION (City and State) Project Name Tampa Westshore Yacht Club – City of Tampa FL – A-Dock (Owner Integra/ Oasis Management)	() YEAR COMPLETED	
		PROFESSIONAL SERVICES PM	2024
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Design Built Expansion of existing Marina Dock A. Obtain all necessary State and local permits with the support of Stantac Consultants. Furnish and install Steel Pile Piles for new Floating concrete dock. Expansion of A-Dock by adding 18 boat slips. Furnish and install 14in dia. Steel Pipe Piles for (5,240sf) New Floating Concrete Dock and installation of Dock. Management of all subcontracted work of all utility installation Fire, Portable Water and Electric		
E	(1) TITLE AND LOCATION (City and State) Project Name Tampa Westshore Yacht Club – City of Tampa FL – D-Dock (Owner Integra/ Oasis Management)	() YEAR COMPLETED	
		PROFESSIONAL SERVICES PM	2024
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Removal of piles and transition of slips for Catamaran's		
F	(1) TITLE AND LOCATION (City and State) Project Name Strickland Park Boardwalk Hudson Pasco County FL	() YEAR COMPLETED	
		PROFESSIONAL SERVICES PM	2023
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Replace Existing Seawall with new Sheet pile wall. Furnish and install (30) 12in dia 40ft long wood piles for new precast concrete boardwalk. Install 350lf of new concrete boardwalk with railing. Paving of parking lot and installation of now sidewalks. Install new Gangways to floating aluminum Docks		

G	(1) TITLE AND LOCATION (City and State) Project Name Ozello John Brown Fishing Pier – City of Crystal River FL	() YEAR COMPLETED	
		PROFESSIONAL SERVICES PM	2023
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
Design Build construction of fixed wood pier for Citrus County Parks and Recreation. Furnish and install (16) 12in dia. wood piles and construct new 1800sf fishing pier deck with railing ADA compliant.			
H	(1) TITLE AND LOCATION (City and State) Project Name Harborage Marina – St Petersburg	() YEAR COMPLETED	
		PROFESSIONAL SERVICES PM	2022
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm		
Pile Driving (8) 24in Pipe Piles for New Floating Concrete Dock and installation of Dock for New Mega Yacht Dock at Marina expansion. Supervision of all utility installation Fire, Portable Water and Electric			
I	(1) TITLE AND LOCATION (City and State) Project Name City of St Petersburg Marina Transient Dock City of St Petersburg, FL	() YEAR COMPLETED	
		PROFESSIONAL SERVICES PM	2022
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm		
Construction of cast in place Landing Platform, Pile Driving (54) 12in, 18in and 24in Precast concrete Piles for New Floating Concrete Dock and seawall repair at various locations at Seawall on New Pier Project South Seawall			
J	(1) TITLE AND LOCATION (City and State) Project Name FDOT District 7 - E7N30 Sidewalk SR 574, Plant City; FL	() YEAR COMPLETED	
		PROFESSIONAL SERVICES PM	2022
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm		
Construction of 1746 SY of 4in Sidewalk, 493 SY of 6in Driveways, Pile Driving for Pedestrian Bridge and Pedestrian Bridge Concrete work			
K	(1) TITLE AND LOCATION (City and State) Project Name FDOT District 5 – T4527 Seminole Dr Bridge Replacement, Lake Worth, FL	() YEAR COMPLETED	
		PROFESSIONAL SERVICES PM	2022
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm		
Bridge Replacement, Utility work, concrete work, Foundation System Installation			
L	(1) TITLE AND LOCATION (City and State) Project Name City of St Petersburg Central & South Yacht Basin, City of St Petersburg, FL	() YEAR COMPLETED	
		PROFESSIONAL SERVICES PM	2020
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm		
Concrete Spall Repair, Pile Jacket Repair, cast in place concrete and precast concrete slabs for Main Walkways and Finger Piers. Replacement and Repair of 182 concrete sections throughout the Marina.			
M	(1) TITLE AND LOCATION (City and State) Project Name Pigeon Key Ramp Bridge 904480 Rehabilitation Marathon, Monroe County FL	() YEAR COMPLETED	
		PROFESSIONAL SERVICES PM	2019
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm		
Concrete Spall Repair, Steel Frame repair Retrofit, Expansion Joint Repair, Concrete Spall repair on concrete footings			
N	(1) TITLE AND LOCATION (City and State) Project Name US Coast Guard Miami Beach Seawall Replacement, Miami Beach, FL	() YEAR COMPLETED	
		PROFESSIONAL SERVICES PM	2016
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm		
Installation (60) of 5 and 6 strand Soil Anchors for new Sheet Pile Seawall			
O	(1) TITLE AND LOCATION (City and State) Project Name Inner Berth Bulkhead Improvement Long Bay Cruise Ship Terminal, ST Thomas USVI,	() YEAR COMPLETED	
		PROFESSIONAL SERVICES PM	2015
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm		
Installation of 18 (5) Strand Anchor for Bulkhead improvement and Bollard Replacement for Cruise Ships			
P	(1) TITLE AND LOCATION (City and State) Project Name Port of Palm Beach, Slip #3 Reconstruction Riviera Beach, FL	() YEAR COMPLETED	
		PROFESSIONAL SERVICES PM	2013
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm		
Installation of 325 permanent (5) Strand Anchor for Seawall Replacement			
	(1) TITLE AND LOCATION (City and State)	() YEAR COMPLETED	

Q	Project Name Berth 222 Bulkhead Tiebacks Port of Tampa, FL	PROFESSIONAL SERVICES PM	2012
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm		
	Installation of 28 (4) strand permanent Soil Anchors for Seawall Bulkhead Replacement		
R	(1) TITLE AND LOCATION (City and State) Project Name USACE Project Jacksonville District – Lake Okeechobee Dike Restoration	PROFESSIONAL SERVICES PM	() YEAR COMPLETED 2015
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm		
	Management of various Task Orders to restore Dike by installing Cutoff Wall with the Cutter Soil Mix Method.		
S	(1) TITLE AND LOCATION (City and State) Project Name USACE Project Wolf Creek Dam Gallery Grouting Russel County, KY	PROFESSIONAL SERVICES PM	() YEAR COMPLETED 2012
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm		
	Dam Repair by Drilling and Grouting of Dam footing from within the Gallery in the Dam		
T	(1) TITLE AND LOCATION (City and State) Project Name Thyssen Krupp Hot Strip Mill – Water Treatment Plant Mobile Alabama	PROFESSIONAL SERVICES	() YEAR COMPLETED
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm		
	Installation of 3ft thick and 80ft deep concrete diaphragm wall for 150ft dia. circular excavation pit 80ft deep. Chemical grouting/ sealing for Tunnel entrance,		
U	(1) TITLE AND LOCATION (City and State) Project Name		() YEAR COMPLETED
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Yesis Nieves	General Superintendent	a. TOTAL 19	b. WITH CURRENT FIRM 1
15. FIRM NAME AND LOCATION (City and State)			

KM2H, LLC 1224 Blackrush Dr, Tarpon Springs, FL 34689

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
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General Superintendent

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

FDOT Approved Temporary Traffic Control (TTC): Advanced Course

FDEP - Florida Stormwater, Erosion and Sedimentation Control Inspector (FSESCI)

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	() YEAR COMPLETED	
A	Project Name City of St Petersburg Municipal Marina	PM	2024
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Salvaging and demolition of existing floating concrete dock segments near The Vinoy Resort Marina		
B	(1) TITLE AND LOCATION (City and State)	() YEAR COMPLETED	
	Project Name City of St Petersburg Municipal Marina – Dinghy Dock demolition and removal	PROFESSIONAL SERVICES PM	2024
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
C	(1) TITLE AND LOCATION (City and State)	() YEAR COMPLETED	
	Project Name Tampa Westshore Yacht Club – City of Tampa FL – E-Dock (Owner Integra/ Oasis Management)	PROFESSIONAL SERVICES PM	2024
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
D	(1) TITLE AND LOCATION (City and State)	() YEAR COMPLETED	
	Project Name Tampa Westshore Yacht Club – City of Tampa FL – A-Dock (Owner Integra/ Oasis Management)	PROFESSIONAL SERVICES PM	2024
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
E	(1) TITLE AND LOCATION (City and State)	() YEAR COMPLETED	
	Project Name Tampa Westshore Yacht Club – City of Tampa FL – D-Dock (Owner Integra/ Oasis Management)	PROFESSIONAL SERVICES PM	2024
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
F	(1) TITLE AND LOCATION (City and State)	() YEAR COMPLETED	
	Project Name Strickland Park Boardwalk Hudson Pasco County FL	PROFESSIONAL SERVICES PM	2023
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		

Remove Existing Seawall with new Sheet pile wall. Furnish and install (30) 12in dia 40ft long wood piles for new precast concrete boardwalk. Install 350lf of new concrete boardwalk with railing. Paving of parking lot and installation of new sidewalks. Install new Gangways to floating aluminum Docks

G	(1) TITLE AND LOCATION <i>(City and State)</i> Project Name Harborage Marina – St Petersburg	() YEAR COMPLETED	
		PROFESSIONAL SERVICES PM	2023
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm		
Pile Driving (8) 24in Pipe Piles for New Floating Concrete Dock and installation of Dock for New Mega Yacht Dock at Marina expansion. Supervision of all utility installation Fire, Portable Water and Electric			
H	(1) TITLE AND LOCATION <i>(City and State)</i> Project Name City of St Petersburg Marina Transient Dock City of St Petersburg, FL	() YEAR COMPLETED	
		PROFESSIONAL SERVICES PM	2022
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm		
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm			
Construction of cast in place Landing Platform, Pile Driving (54) 12in, 18in and 24in Precast concrete Piles for New Floating Concrete Dock and seawall repair at various locations at Seawall on New Pier Project South Seawall			
I	(1) TITLE AND LOCATION <i>(City and State)</i> Project Name FDOT District 7 - E7N30 Sidewalk SR 574, Plant City; FL	() YEAR COMPLETED	
		PROFESSIONAL SERVICES PM	2022
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm		
Construction of 1746 SY of 4in Sidewalk, 493 SY of 6in Driveways, Pile Driving for Pedestrian Bridge and Pedestrian Bridge Concrete work			
J	(1) TITLE AND LOCATION <i>(City and State)</i> Project Name FDOT District 5 – T4527 Seminole Dr Bridge Replacement, Lake Worth, FL	() YEAR COMPLETED	
		PROFESSIONAL SERVICES PM	2022
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm		
Bridge Replacement, Utility work, concrete work, Foundation System Installation			
K	(1) TITLE AND LOCATION <i>(City and State)</i> Project Name City of St Petersburg Central & South Yacht Basin, City of St Petersburg, FL	() YEAR COMPLETED	
		PROFESSIONAL SERVICES PM	2022
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm		
Concrete Spall Repair, Pile Jacket Repair, cast in place concrete and precast concrete slabs for Main Walkways and Finger Piers. Replacement and Repair of 182 concrete sections throughout the Marina.			
L	(1) TITLE AND LOCATION <i>(City and State)</i> Project Name , Pigeon Key Ramp Bridge Rehabilitation Key West Florida	() YEAR COMPLETED	
		PROFESSIONAL SERVICES PM	2020
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm		
Concrete Spall Repair, Steel Frame Retrofit, Expansion joint replacement, Construction of 250ft vertical wood ramp and shore protection			
M	(1) TITLE AND LOCATION <i>(City and State)</i> Project Name South Florida Water Management S-82 Spillway Reinforcement, Florida	() YEAR COMPLETED	
		PROFESSIONAL SERVICES Superintendent	2019
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm		
Temporary Sheet piles, cofferdam and complete concrete restauration			
N	(1) TITLE AND LOCATION <i>(City and State)</i> Project Name FDOT Krome & 177 Ave Bridge, Miami, FL	() YEAR COMPLETED	
		PROFESSIONAL SERVICES Superintendent	2018
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm		
Install new bridge deck and installation of concrete piles			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Manuel Cruz	Superintendent	a. TOTAL 21	b. WITH CURRENT FIRM 1
15. FIRM NAME AND LOCATION (City and State)			

KM2H, LLC 1224 Blackrush Dr, Tarpon Springs, FL 34689

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
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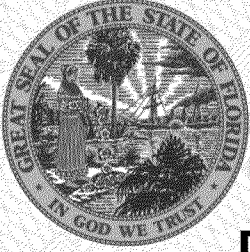
Superintendent

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	() YEAR COMPLETED
A	Project Name City of St Petersburg Municipal Marina	PROFESSIONAL SERVICES PM 2024
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm	
	Salvaging and demolition of existing floating concrete dock segments near The Vinoy Resort Marina	
B	Project Name City of St Petersburg Municipal Marina – Dinghy Dock demolition and removal	PROFESSIONAL SERVICES PM 2024
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm	
	Demolition and removal of entire Dinghy Dock. Removal and off site disposal of floating concrete docks.	
C	Project Name Tampa Westshore Yacht Club – City of Tampa FL – E-Dock (Owner Integra/ Oasis Management)	PROFESSIONAL SERVICES PM 2024
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm	
	Demolition of existing Marina Dock E after Hurricane Damage. Furnish and install Steel Pile Piles for new Floating concrete dock. Replacement of entire E-Dock and expansion of E-Dock for Mega Yachts at T-End. Driving 14in dia. Steel Pipe Piles for (5,240sf) New Floating Concrete Dock and installation of Dock. Obtain all necessary State and local permits on behalf of Marina Owner. Management and Supervision of all specialty subcontractors (utilities) Fire, Portable Water and Electric	
D	Project Name Tampa Westshore Yacht Club – City of Tampa FL – A-Dock (Owner Integra/ Oasis Management)	PROFESSIONAL SERVICES PM 2024
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm	
	Design Built Expansion of existing Marina Dock A. Obtain all necessary State and local permits with the support of Stantac Consultants. Furnish and install Steel Pile Piles for new Floating concrete dock. Expansion of A-Dock by adding 18 boat slips. Furnish and install 14in dia. Steel Pipe Piles for (5,240sf) New Floating Concrete Dock and installation of Dock. Management of all subcontracted work of all utility installation Fire, Portable Water and Electric	
E	Project Name Tampa Westshore Yacht Club – City of Tampa FL – D-Dock (Owner Integra/ Oasis Management)	PROFESSIONAL SERVICES PM 2024
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm	
	Removal of piles and transition of slips for Catamaran's	
F	Project Name Strickland Park Boardwalk Hudson Pasco County FL	PROFESSIONAL SERVICES PM 2023
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm	
	Replace Existing Seawall with new Sheet pile wall. Furnish and install (30) 12in dia 40ft long wood piles for new precast concrete boardwalk. Install 350lf of new concrete boardwalk with railing. Paving of parking lot and installation of new sidewalks. Install new Gangways to floating aluminum Docks	

G	(1) TITLE AND LOCATION (City and State) Project Name Harborage Marina – St Petersburg	() YEAR COMPLETED	
		PROFESSIONAL SERVICES PM	2023
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm		
Pile Driving (8) 24in Pipe Piles for New Floating Concrete Dock and installation of Dock for New Mega Yacht Dock at Marina expansion. Supervision of all utility installation Fire, Portable Water and Electric			
H	(1) TITLE AND LOCATION (City and State) Project Name City of St Petersburg Marina Transient Dock City of St Petersburg, FL	() YEAR COMPLETED	
		PROFESSIONAL SERVICES PM	2022
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm		
Construction of cast in place Landing Platform, Pile Driving (54) 12in, 18in and 24in Precast concrete Piles for New Floating Concrete Dock and seawall repair at various locations at Seawall on New Pier Project South Seawall			
I	(1) TITLE AND LOCATION (City and State) Project Name FDOT District 7 - E7N30 Sidewalk SR 574, Plant City; FL	() YEAR COMPLETED	
		PROFESSIONAL SERVICES PM	2022
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm		
Construction of 1746 SY of 4in Sidewalk, 493 SY of 6in Driveways, Pile Driving for Pedestrian Bridge and Pedestrian Bridge Concrete work			
J	(1) TITLE AND LOCATION (City and State) Project Name FDOT District 5 – T4527 Seminole Dr Bridge Replacement, Lake Worth, FL	() YEAR COMPLETED	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm	PROFESSIONAL SERVICES PM	2022
	Bridge Replacement, Utility work, concrete work, Foundation System Installation		
K	(1) TITLE AND LOCATION (City and State) Project Name City of St Petersburg Central & South Yacht Basin, City of St Petersburg, FL	() YEAR COMPLETED	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm	PROFESSIONAL SERVICES PM	2022
	Concrete Spall Repair, Pile Jacket Repair, cast in place concrete and precast concrete slabs for Main Walkways and Finger Piers. Replacment and Repair of 182 concrete sections throughout the Marina.		
L	(1) TITLE AND LOCATION (City and State) Project Name , Pigeon Key Ramp Bridge Rehabilitation Key West Florida	() YEAR COMPLETED	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm	PROFESSIONAL SERVICES PM	2020
	Concrete Spall Repair, Steel Frame Retrofit, Expansion joint replacement, Construction of 250ft vertical wood ramp and shore protection		
M	(1) TITLE AND LOCATION (City and State) Project Name South Florida Water Management S-82 Spillway Reinforcement, Florida	() YEAR COMPLETED	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm	PROFESSIONAL SERVICES Superintendent	2019
	Temporary Sheet piles, cofferdam and complete concrete restauration		
N	(1) TITLE AND LOCATION (City and State) Project Name FDOT Krome & 177 Ave Bridge, Miami, FL	() YEAR COMPLETED	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm	PROFESSIONAL SERVICES Superintendent	2018
	Install new bridge deck and installation of concrete piles		



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

HOEGG, MARTIN

KM2H, LLC
1224 BLACKRUSH DRIVE
TARPON SPRINGS FL 34689

LICENSE NUMBER: CGC1525510

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 07/23/2024

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.



2025 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L17000036277

Entity Name: KM2H, LLC

Current Principal Place of Business:

1224 BLACKRUSH DR.
TARPON SPRINGS, FL 34689

Current Mailing Address:

1224 BLACKRUSH DR.
TARPON SPRINGS, FL 34689

FEI Number: 82-0672700

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

HOEGG, MARTIN
1224 BLACKRUSH DR.
TARPON SPRINGS, FL 34689 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name HOEGG, MARTIN
Address 1224 BLACKRUSH DR.
City-State-Zip: TARPON SPRINGS FL 34689

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MARTIN HOEGG

OWNER

02/02/2025

Electronic Signature of Signing Authorized Person(s) Detail

Date

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/09/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency 101 N. Starcrest Drive Clearwater, FL 33765 727 447-6481		CONTACT NAME: Certificate Specialist PHONE (A/C, No, Ext): 727 447-6481 FAX (A/C, No): E-MAIL ADDRESS: MMABouchard.certificates@MarshMMA.com															
INSURED KM2H, LLC 1224 Blackrush Drive Tarpon Springs, FL 34689		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Southern-Owners Insurance Company</td> <td>10190</td> </tr> <tr> <td>INSURER B : Benchmark Insurance Company</td> <td>41394</td> </tr> <tr> <td>INSURER C : Lloyds of London</td> <td>555555</td> </tr> <tr> <td>INSURER D : Progressive Express Insurance Company</td> <td>10193</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Southern-Owners Insurance Company	10190	INSURER B : Benchmark Insurance Company	41394	INSURER C : Lloyds of London	555555	INSURER D : Progressive Express Insurance Company	10193	INSURER E :		INSURER F :	
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INSURER F :																	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		Y	20873522	06/21/2025	06/21/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	995423497	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$10000		Y	5288425500	06/21/2025	06/21/2026	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	99WC0000441500	02/03/2025	02/03/2026	☒ 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
C	Marine Gen Liab	Y	Y	F04ML16772125	04/01/2025	04/01/2026	\$1,000,000 \$2,000,000 *See Desc of Ops

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

**** Workers Comp Information ****

Proprietors/Partners/Executive Officers/Members Excluded:

Martin Hoegg, Manager

Waiver of subrogation applies to the General Liability, Auto Liability, Umbrella, Marine General Liability
(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of St. Pete

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



DESCRIPTIONS (Continued from Page 1)

&

Workers Compensation policy when required by written contract, agreement or permit and subject to the provisions and limitations of the policy.

General Liability & Umbrella is written on a primary and non-contributory basis when required by written contract, agreement or permit and subject to the provisions and limitations of the policy.

Certificate Holder is named Additional Insured with regard to the Auto Liability, Marine General Liability, and Umbrella liability policy of the Named Insured, but only with respect to and to the extent of the liabilities assumed by the Named Insured under written contract, agreement or permit and subject to the provisions and limitations of the policy.

Umbrella only follows form over the General Liability Policy.

*Insurers Affording Coverage Continued:

Insurer D: Lloyds of London - Marine General Liability

\$2,000,000 General Aggregate Limit

\$1,000,000 Products - Completed Operations Aggregate Limit

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA - COMMERCIAL GENERAL LIABILITY PLUS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. EXTENDED WATERCRAFT LIABILITY
SECTION I - COVERAGES, COVERAGE A -
BODILY INJURY AND PROPERTY DAMAGE**

LIABILITY, 2. Exclusions is amended. Exclusion **g.(2)** is deleted and replaced by the following exclusion.

(2) A watercraft you do not own that is:

(a) Less than 50 feet long; and

(b) Not being used to carry persons or property for a charge;

**2. BROADENED SUPPLEMENTARY PAYMENTS
SUPPLEMENTARY PAYMENTS - COVERAGES A
AND B, Paragraph 1.d. is amended.**

The amount we will pay for the actual loss of earnings is increased from \$250 per day to \$400 per day.

**3. ADDITIONAL PRODUCTS-COMPLETED
OPERATIONS AGGREGATE LIMIT**

If the endorsement, EXCLUSION - PRODUCTS-COMPLETED OPERATIONS HAZARD, CG 21 04, is not attached to this policy, then the following provision is added to **SECTION III - LIMITS OF INSURANCE**.

Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

4. PERSONAL INJURY EXTENSION

a. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is attached to this policy, then this provision, **4. PERSONAL INJURY EXTENSION**, does not apply.

b. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is not attached to this policy:

**(1) SECTION I - COVERAGES, COVERAGE
B - PERSONAL AND ADVERTISING**

INJURY LIABILITY, 2. Exclusions is amended. The following exclusion is added.

This insurance does not apply to:

Americans With Disabilities Act (ADA)

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Americans With Disabilities Act (ADA), including any amendment of or addition to such law;

(2) Any federal rule or regulation promulgated to implement the ADA and its amendments and additions; or

(3) Any federal, state, or local statute, ordinance or regulation, other than the ADA and its amendments and additions, that prohibits discrimination on the basis of disability relating to the use of, access to, or enjoyment of:

(a) Facilities used as, or designated or constructed for use as places of public accommodation;

(b) Facilities used as, or designated and constructed for use as a commercial facility;

(c) Telecommunication systems;

(d) Telephones;

(e) Internet;

(f) Websites; or

(g) Televisions.

(2) SECTION V - DEFINITIONS is amended.

Paragraph 14. "Personal and advertising injury" is deleted and replaced by the following definition.

14. "Personal and advertising injury" means injury including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement";
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
- h. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

5. BROADENED KNOWLEDGE OF OCCURRENCE
SECTION IV - COMMERCIAL GENERAL
LIABILITY CONDITIONS, 2. Duties In The Event
Of Occurrence, Offense, Claim Or Suit is

amended. The following condition is added.

Paragraphs a. and b. of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

- a. If the notice of a new claim is given to your "employee"; and
- b. That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply to you or to any officer, director, partner, risk manager or insurance manager of yours.

6. DAMAGE TO PREMISES RENTED TO YOU
a. SECTION I - COVERAGES, COVERAGE A -
BODILY INJURY AND PROPERTY DAMAGE
LIABILITY, 2. Exclusions is amended.

- (1) The last paragraph is deleted and replaced by the following paragraph.
Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **6. DAMAGE TO PREMISES RENTED TO YOU, b. Limits of Insurance.**
- (2) The following additional exclusions apply to "property damage" arising out of water damage to premises rented to you or temporarily occupied by you with permission of the owner.
 - (a) "Property damage" to:
 - 1) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or
 - 2) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.
 - (b) "Property damage" caused by or resulting from any of the following:
 - 1) Mechanical breakdown, including bursting or rupture caused by centrifugal force;
 - 2) Cracking, settling, expansion or shrinking;
 - 3) Smoke or smog;
 - 4) Birds, insects, rodents or other animals;
 - 5) Wear and tear;
 - 6) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or
 - 7) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:
 - a) You make a reasonable effort to maintain heat in the building or structure; or
 - b) You drain the equipment and shut off the water supply if the heat is not maintained.
 - (c) "Property damage" caused directly or indirectly by any of the following:
 - 1) Water that backs up from a drain or sewer;
 - 2) Mud flow or mudslide;
 - 3) Volcanic eruption, explosion or effusion;

- 4) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;
 - 5) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not; or
 - 6) Water under the ground surface pressing on, or seeping or flowing through:
 - a) Walls, foundations, floors or paved surfaces;
 - b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.
- (d) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.
- b. **Limits of Insurance**
SECTION III - LIMITS OF INSURANCE is amended. Paragraph 6. is deleted and replaced by the following paragraph.
6. The most we will pay under Coverage A for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.
- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance,** Paragraph b. is amended. The word fire is amended to include fire, lightning, explosion, smoke or water damage.
7. **BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT**
- a. (1) **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
- (a) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
 - (b) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss
- indicating that the person or organization was an additional insured.
- (2) This provision applies only with respect to liability for:
- (a) "Bodily injury";
 - (b) "Property damage"; or
 - (c) "Personal and advertising injury" caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- c. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added for purposes of this endorsement only. The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
8. **BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**
- a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
- (1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
 - (2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured
- but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
- b. The provision is subject to the following additional exclusions.
- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.
- c. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added for purposes of this endorsement only. The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and

the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

9. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

SECTION II - WHO IS AN INSURED is amended.

Paragraph **3.** is deleted and replaced by the following paragraph.

- 3.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.

However:

- a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense

committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

10. BLANKET WAIVER OF SUBROGATION SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended. The

following provision is added to **8. Transfer Of Rights Of Recovery Against Others To Us.**

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right of recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1)** The additional insured is a Named Insured under such other insurance; and
- (2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

NAMED INSURED: KM2H, LLC
POLICY NUMBER: 5288425500

66160 (12-17)

ADDITIONAL INSURED
PRIMARY NONCONTRIBUTORY - BLANKET COVERAGE
Commercial Umbrella Policy

It is agreed:

CONDITIONS, I. Other Insurance is amended. The following provision is added.

However, if there is other insurance for any person or organization, other than the Named Insured, which covers liability for **your** operations, contribution from such other insurance shall not be sought by **us** when:

1. There is a written agreement between **you** and such person or organization specifying that this insurance

shall be primary and without right of contribution; and

2. Such written agreement was in force prior to any **bodily injury, property damage, personal injury or advertising injury.**

All other policy terms and conditions apply.

66160 (12-17)

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Page 1 of 1

**BLANKET WAIVER OF TRANSFER OF RIGHTS
OF RECOVERY AGAINST OTHERS TO US**
Commercial Umbrella Policy

It is agreed:

CONDITIONS, M. Transfer of Rights of Recovery Against Others To Us is amended. The following provision is added.
When **you** have agreed to waive **your** right of subrogation in a written contract, executed prior to loss, with any person or organization, **we** waive any right of recovery **we** may have against the person or organization

because of payments **we** make for injury or damage arising out of **your** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

All other policy terms and conditions apply.



City of Tarpon Springs
324 East Pine Street
Tarpon Springs, FL 34689

LOCAL BUSINESS TAX RECEIPT

PLEASE POST IN A CONSPICUOUS PLACE

EXPIRES SEPTEMBER 30TH OF YEAR NOTATED IN TAX RECEIPT NUMBER

BUSINESS ADDRESS: 1224 BLACKRUSH DR
TAX RECEIPT NUMBER: 25-00051818
CONTRACTOR/GEN./CLASS 'A' - C

153.75
0.00
TOTAL PAID: 153.75

COMMENTS:
RESTRICTIONS:

KM2H, LLC
1224 BLACKRUSH DR
TARPON SPRINGS FL 34689-6238

HOEGG, MARTIN
1224 BLACKRUSH DR
TARPON SPRINGS FL 34689

BUSINESS ADDRESS: 1224 BLACKRUSH DR
TAX RECEIPT NUMBER: 25-00051818
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TARPON SPRINGS FL 34689-6238

HOEGG, MARTIN
1224 BLACKRUSH DR
TARPON SPRINGS FL 34689

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 1 day of August, 2025.

Signed: _____

Martin Hoagg

Print Name: _____

MARTIN Hoagg

Title: _____

President.

[END OF EXHIBIT]

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

Agenda Report

Agenda Title Name: Authorize the City Manager to execute a Services Agreement with Florida Parking, Inc., DBA Yellow Dawg., for citywide street paving in the amount of \$500,000.00 annually.

Action Request: Motion to authorize the City Manager to execute a Services Agreement with Florida Parking, Inc., DBA Yellow Dawg., for citywide street paving in the amount of \$500,000.00 annually.

Strategic Objective: Reliable Infrastructure

Date: September 22, 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 citywide street paving services and received two responsive sealed bids on May 13, 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 not to exceed unit-prices for street paving services citywide. Street paving projects will be prioritized based on the 2025 pavement network present status report completed April 1, 2025.

Work will be issued by work order on an as-needed basis, in an amount not to exceed \$500,000 per year, subject to budgeted funds.

The initial agreement term is three (3) years, with up to two (2) additional one-year (1) renewal options upon mutual agreement and annual appropriation.

The City did not perform street paving in FY 2023 or FY 2024. The City spent \$437,756.00 for these services in FY 2022 with Asphalt Paving Systems, Inc.

Funding:

FY 26 Roadway Rehabilitation CIP Project (\$500,000)

Attachments:

1. City Wide Street Paving Services Agreement-op
2. 2025 Pavement Network Present Status Summary Report

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

City-Wide Street Paving

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and Florida Parking Inc., d.b.a. 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 **Not to exceed \$500,000 per calendar year**.
 - 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:

Florida Parking Inc., d.b.a. 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., d.b.a. Yellow Dawg

City of St. Pete Beach:

Signature: _____

Signature: _____

By: Patrick Carr

By: Frances Robustelli

Its: Owner

Its: City Manager

Date: 9/8/25

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:

Florida Parking Inc

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**

**City Wide Street
Paving**

**Bids due on or before
05/13/2025 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)	04/24/2025	1:30 PM
Deadline for Question Submission	05/07/2025	10:00 AM
Bid Receiving Deadline	05/13/2025	9:00 AM
Bid Opening	05/13/2025	10:00 AM

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in **City Wide Street Paving**.

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 **"City Wide Street Paving"** 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 **"City Wide Street Paving"**.

COMPANY: _____	DATE: _____
ADDRESS: _____	PHONE: _____
BIDDER: _____ <i>(SIGNATURE)</i>	NAME: _____ <i>(PRINT NAME & TITLE)</i>

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

Bid Number	Bid Item	Quantity	Unit	Unit Price
1	Emergency Mobilization	1	EA	
2	Re-Mobilization	1	EA	
3	Clearing and Grubbing	0	LS	
4	Mill - 1.5" Thick	33421	SY	
5	Mill - 2" Thick	5885	SY	
6	Mill - 3" Thick	151	SY	
7	Profile Milling	1760	SY	
8	SP9.5 Base Course	3211	TN	
9	SP9.5 FC	602	TN	
10	SP12.5 Base Course	4606	TN	
11	SP12.5 FC	301	TN	
12	Asphalt Pavement Leveling	15	TN	
13	Brick Pavement Removal	200	SY	
14	Brick Pavement Restoration	200	SY	
15	Stabilized Subgrade-12"	3486	SY	
16	Roadway/curb and Gutter Base (Fine Grading <4")	2747	SY	
17	Roadway/Curb and Gutter Base (Medium 4.0"-7.9")	2747	SY	
18	Roadway/Curb and Gutter Base (Standard 8.0")	4396	SY	
19	Roadway/Curb and Gutter Base (Trench Repair 16")	1099	SY	
20	Crack Sealing (MS)	2018	SY	
21	Micro surface *Single Application, 30-34 lb/yd2) (MS)	11000	GAL	
22	Micro-surface "Double Application, 30-34 lb/yd2) (MS)	8543	SY	
23	Micro surface Rut Filling (MS)	17	SY	
24	Full Depth Reclamation	1760	TN	
25	Emulsion (FDR)	5280	SY	
26	Portland Cement (FDR)	35	GAL	
27	Compact and Grading (FDR)	1760	TN	
28	Base Material (FDR)	56	SY	
29	Removal of unsuitable Material (FDR)	50	TN	
30	Cap Seal	11000	TN	
31	Speed Table Assembly	7	SY	
32	Excavation & Embankment	500	CY	
33	Remove Curb/Curb and Gutter/Granite, All Types	6918	LF	
34	Replace Curb/Curb and Gutter/Reset, Granite, All Types	7209	LF	
35	4" and 6" Sidewalk/Driveway Removal	543	SY	
36	4" Sidewalk Replacement	1650	SY	
37	6" Sidewalk/Driveway Replacement	1284	SY	
38	Foot Contr4ol Barrier	188	LF	

39	Detectable Warnings	995	SF	
40	Latex Paint Yellow/White/Blue 4 inch Striping	4320	LF	
41	Latex Paint Yellow/White 6" Striping	1986	LF	
42	Latex Paint Yellow/White 12" Striping	1185	LF	
43	Latex Paint Yellow/White 24" Striping	319	LF	
44	Latex Paint White Symbol or Wording on Pavement	11	EA	
45	Thermoplastic Yellow/White 6" Striping	1986	EA	
46	Thermoplastic Yellow/White 12" Striping	1155	LF	
47	Thermoplastic Yellow/White 24" Striping	305	LF	
48	Thermoplastic White Symbol or Wording Striping	17	EA	
49	Amber/Red/White/Blue RPM Installation	250	EA	
50	structure (Manhole) Adjustment	10	EA	
51	Structure (Valve Box) Adjustment	11	EA	
52	Remove and Re-install Wheel Stop	108	EA	
53	Remove, Furnish and install Whell Stop	154	EA	
54	Underdrain Installation	6134	LF	
55	Sign, Single Post Furnish and install	30	EA	
56	Sign, Single Post Relocate	40	EA	
57	Tree Removal 12"-36"	11	EA	
58	Tree Removal 36" and Larger	5	EA	
59	Performance Turf	4550	SY	
60	Sanitary Clean Out Installation/Repair/Adjustment	26	EA	
61	Reclaim Water Line Adjustment/Repair/Adjustment	12	EA	
62	Mailbox Relocation	25	EA	
63	Testing Laboratory Allowance	0	LA	
64	Maintenance of Traffic			
	FDOT Right of Way	25	DAY	
	City/County Arterial/Collector	25	DAY	
	City/County Minor/Residential	25	DAY	
	Variable Message Board	30	DAY	

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 City Wide Street Paving when and as needed |

LOCATIONS

The City of St. Pete Beach is soliciting bids from qualified Contractors for **City Wide Street Paving**.

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 Bids only via Bonfire or DemandStar. Please contact the Procurement Manager at jtaylor@stpetebeach.org if you need a link. Please include a valid email address.

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 on **05/24/2025 at 1:30 PM EST** via Microsoft Teams Video conference/Teleconference. Please contact the City's Procurement Manager (jtaylor@stpetebeach.org) for a meeting invitation and Microsoft 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 05/07/2025**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFB**. All such Addenda shall become a part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed **RFB** made or given prior to the award of the contract. The City will not respond to questions received after the specified deadline. The City reserves the right to respond to any and all questions but is not required to do so.

BID PACKAGES

Sealed bids will be accepted by the City until **05/13/2025 at 9:00 AM EST** (Deadline). No bids shall be

accepted by the City after this deadline – NO EXCEPTIONS. Bid Packages must be delivered Electronically either to Bonfire or DemandStar. Please contact jtaylor@stpetebeach.org if a link is required.

Clearly marked as: “**City Wide Street Paving**”

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

Street Paving throughout the City on an as needed basis. This will include any markings, changes and added items as needed by the City Engineer and the Streets Department..

DETAILED SPECIFICATIONS

Detailed work sheets will be required for each paving event outlining all items that were paved, including locations, cross streets etc..

Standard work hours shall be from 7:30 AM until 6:00 PM, Monday through Saturday. No work shall take place on Sundays or on official City holidays without prior approval by the City Manager or designee at least 1 week prior to the scheduled work. A list of current official City holidays can be found on the City’s Human Resources website at <http://www.stpetebeach.org/hr/holidays.html>. Contractor will coordinate scheduling of work with the City’s Project Manager and City’s Inspector. |

ADDITIONAL WORK DETAILS

Contractors or persons wishing to bid on this project are licensed, bondable and insured in accordance to the City’s requirements. The Contractor will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Bid must also include all costs for licenses, permits and any material disposal fees.

Bidder must include notification to residents with door hang tags one week prior to paving event.

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 FOOT 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. Assignment. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Contractor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

27. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

28. Authority. Contractor hereby acknowledges that the person executing this Agreement on behalf of Contractor has the full authority to do so and to bind Contractor to the terms hereof.

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

City of St. Pete Beach:

Signature: _____

Signature: _____

By:

By: Frances Robustelli

Its: .Project Manager

Its: City Manager

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk

EXHIBIT “A”

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action.

(1) **DEFINITIONS.** —For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) **CONTRACT REQUIREMENTS.** —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT “B”

(Place Request for Bid behind this page)

Exhibit “C”

(Place Vendor’s Bid Behind this Page)

|

EXHIBIT “C”

(Place Vendor’s Proposal Behind this Page)



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

**City Wide Street
Paving**

**Bids due on or before
05/13/2025 at 9:00 AM
EST(Deadline) City Hall, St. Pete
Beach, FL**



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

**City Wide Street
Paving**

**Bids due on or before
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Beach, FL**

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Event	Date	Time
Publication of Bid	04/16/2025	8:00 AM
Pre-Bid Meeting (MANDATORY)	04/24/2025	1:30 PM
Deadline for Question Submission	05/07/2025	10:00 AM
Bid Receiving Deadline	05/13/2025	9:00 AM
Bid Opening	05/13/2025	10:00 AM

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in **City Wide Street Paving**.

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 "**City Wide Street Paving**" 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 "**City Wide Street Paving**".

COMPANY: Florida Parking Inc DBA Yellow Dots DATE: 5-19-25
ADDRESS: 1396 Seabreeze St. Clearwater PHONE: 727-420-0504
FL 33756 BIDDER: [Signature] NAME: Patrick Carr President
(SIGNATURE) (PRINT NAME & TITLE)

STATE OF FLORIDA
COUNTY OF Pine Hills

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19 day of May, 2025, by Patrick Carr, who is personally known to me or has produced Florida Drivers License as identification.

(SEAL)



[Signature]
Notary Public - State of Florida

Hans Muehlen
(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

New Bid Sheet-Updated

SCHEDULE OF VALUES - BID FORM

ITEM DESCRIPTION (FDOT INDEX)	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
MOBILIZATION (101-1)	1	EA	6000	6000
MAINTENANCE OF TRAFFIC (102-1)	25	DA	1500	37500
INLET PROTECTION SYSTEM (104-18)	20	EA	150	3000
CLEARING & GRUBBING (110-1-1)	2	AC	2000	2000
TREE REMOVAL 12"-36"	5	EA	1500	7500
TREE REMOVAL 36" AND LARGER	5	EA	4000	20000
REMOVAL OF EXISTING CONCRETE (110-4-10)	1500	SY	19	28500
REGULAR EXCAVATION (120-1)	1500	CY	50	75,000
TYPE B STABILIZATION (160-4)	2000	SY	20	40,000
OPTIONAL BASE, BASE GROUP 01 (205-701)	1000	SY	55	55,000
OPTIONAL BASE, BASE GROUP 04 (285-704)	6500	SY	60	390,000
OPTIONAL BASE, BASE GROUP 06 (285-706)	1000	SY	65	65,000
MILLING EXIST ASPH PAVT, 1" AVG DEPTH (327-70-1)	1000	SY	12.50	12500
MILLING EXIST ASPH PAVT, 3" AVG DEPTH (327-70-4)	2000	SY	8.85	17700
MILLING EXIST ASPH PAVT, 2" AVG DEPTH (327-70-5)	10000	SY	5.31	53100
MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH (327-70-6)	15000	SY	3.26	49000
MILLING EXIST ASPH PAVT, 2 1/2" AVG DEPTH (327-70-8)	1000	SY	13.50	13500
SUPERPAVE ASPHALTIC CONC, TRAFFIC C (334-1-13)	2500	TN	180	450000
SUPERPAVE ASPH CONC, TRAF C, PG76-22 (334-1-53)	1000	TN	250	250000

ASPH CONC FC, TRAFFIC C, FC-9.5, PG 76-22 (337-7-82)	1500	TN	225	337500
ASPH CONC FC, TRAFFIC C, FC-12.5, PG 76-22 (337-7-83)	1500	TN	225	337500
BRICK PAVT REMOVAL	200	SY	75	15000
BRICK PAVT RESTORATION	200	SY	0	17,000
CRACK SEALING (MS)	2000	GAL	54	108000
MICRO SURFACE *SINGLE APPLICATION, 30-34 LB/YD2 (MS)	10000	SY	7.50	75000
MICRO-SURFACE *DOUBLE APPLICATION, 30-34 LB/YD2 (MS)	8500	SY	10	85000
MICRO SURFACE RUT FILLING (MS)	20	TN	400	8000
FULL DEPTH RECLAMATION	3000	SY	17	51000
EMULSION (FDR)	3000	GAL	4.25	12750
PORTLAND CEMENT (FDR)	100	TN	300	30000
COMPACT & GRADING (FRD)	3000	SY	14	42000
BASE MATERIAL (FDR)	50	TN	65	3250
REMOVAL OF UNSUITABLE MATERIAL (FDR)	50	TN	65	3250
CAP SEAL	10000	SY	16	160000
SPEED TABLE ASSEMBLY	5	SY	1200	6000
INLETS, ADJUST (425-4)	10	EA	0	1000
MANHOLE, ADJUST (425-5)	10	EA	500	5000
VALVE BOXES, ADJUST (425-6)	15	EA	0	1,500
SANITARY SERVICE LATERAL & CLEANOUT INSTALLATION/REPAIR/ADJUSTMENT	26	EA	0	65,000
RECLAIM WATER SERVICE LINE INSTALLATION/REPAIR/ADJUSTMENT	12	EA	0	60000
CONCRETE CURB & GUTTER, TYPE F (520-1-10)	6500	LF	63	409500

CONCRETE CURB & GUTTER, TYPE D(520-2-4)	6250	LF	55	343750
CONCRETE VALLEY GUTTER, 3' (520-3)	200	LF	62.50	12500
CONCRETE SIDEWALK AND DRIVEWAYS, 4" (522-1)	350	SY	34.28	12000
CONCRETE SIDEWALK AND DRIVEWAYS, 6" (522-2)	200	SY	42.50	8500
DETECTABLE WARNINGS (527-2)	400	SF	30	12000
PERFORMANCE TURF, SOD (570-1-2)	2000	SY	7.00	14000
SINGLE POST SIGN, F&I GM (700-1-11)	0	AS	1	250
SINGLE POST SIGN, RELOCATE (700-1-50)	0	AS	1	50
SINGLE POST SIGN, REMOVE (700-1-60)	0	AS	1	50
MAILBOX RELOCATION	25	EA	300	7500
REMOVE AND RE-INSTALL WHEEL STOP	50	EA	50	2500
REMOVE, FURNISH AND INSTALL WHEEL STOP	50	EA	100	5000
DELINEATOR, FLEXIBLE TUBULAR (705-11-1)	0	EA	0	0
RAISED PAVMT MARK, TYPE B(706-1-3)	0	EA	0	0
PAINTED PAVT MARK - FINAL SURFACE (710-90)	1	LS	4	4.00
THERMOPLASTIC, STD, WHITE, SOLID, 12" FOR CROSSWALK & ROUNDABOUT (711-11-123)	800	LF	3.50	2800
THERMOPLASTIC, STD, WHITE, SOLID, 18" FOR DIAGONALS & CHEVRONS (711-11-124)	0	LF	75	75
THERMOPLASTIC, STD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK (711-11-125)	250	LF	7	1750
THERMOPLASTIC, STD, WHITE, VERTICAL DEFLECTION MARKING (711-11-130)	10	EA	40	400
THERMOPLASTIC, STD, WHITE, VERTICAL DEFLECTION ADV WARNING MARKING (711-11-140)	10	EA	25	250
THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6" (711-11-141)	0	GM	25	25

THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL (711-11-160)	1	EA	45	45
THERMOPLASTIC, STANDARD, WHITE, ARROW (711-11-170)	1	EA	40	40
THERMOPLASTIC, STANDARD, WHITE, YIELD LINE (711-11-180)	10	LF	10	100
THERMOPLASTIC, STD, YELLOW, SOLID, 18" FOR DIAGONAL (711-11-224)	10	LF	10	100
THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6" (711-11-241)	0	LF	10	10
THERMOPLASTIC, PREFORMED, WHITE, MESSAGE (711-14-160)	1	EA	100	100
THERMOPLASTIC, PREFORMED, WHITE, ARROW (711-14-170)	1	EA	40	40
THERMOPLASTIC, PREFORMED, WHITE, YIELD LINE (711-14-180)	0	LF	10	10
THERMOPLASTIC, STD-OTH, WHITE, SOLID, 6" (711-16-101)	0.35	GM	550	550
THERMOPLASTIC, STD-OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP (711-16-131)	0	GM	25	25
THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6" (711-16-201)	0.1	GM	250	250
THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6" (711-16-231)	0	GM	25	25
THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC-SURFACE TO REMAIN (711-17-001)	0	SF	200	200
TOTAL BID PRICE			\$2,203,449	

\$3,774,449

From: John Taylor
To: Ariana Wilson-Rojas
Subject: FW: Agreement for Patching Services
Date: Thursday, July 31, 2025 8:23:21 AM
Attachments: SPB Paving UPDATED.pdf
image001.png

Street Paving RFB. This is from Yellow Dawg or Florida Parking. The other vendor, Preferred Materials did not resubmit a complete pricing schedule. Yellow Dawg did which is attached. Even with the completed price list Yellow Dawg is still under by approximately 1.5 million. Just wanted to send you this so you would have the updated pricing for Yellow Dawg.

Thank You.



John K. Taylor
Asst. Director-Finance
Finance Department
155 Corey Avenue
St. Pete Beach, FL 33706
St. Pete Beach.org
Ofc: 727-363-9279

From: patrick carr <patrick@yellowdawgstriping.com>
Sent: Wednesday, July 30, 2025 7:28 PM
To: John Taylor <jtaylor@stpetebeach.org>
Subject: Re: Agreement for Patching Services

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

JOhn,

Please see the attached, updated quote, as requested.

Let me know if you have any questions!

Thanks,
Patrick

On Thu, Jul 24, 2025 at 12:10 PM John Taylor <jtaylor@stpetebeach.org> wrote:

Thank you sir

Get [Outlook for iOS](#)

From: Patrick Carr <patrick@yellowdawgstipping.com>

Sent: Thursday, July 24, 2025 11:35:25 AM

To: John Taylor <jtaylor@stpetebeach.org>

Subject: Re: Agreement for Patching Services

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

You got it. I'll get it u0dsted and back to you before end of day tomorrow.

Sent from my iPhone

On Jul 24, 2025, at 10:10 AM, John Taylor <jtaylor@stpetebeach.org> wrote:

Patrick:

I hope this finds you well. On the Street paving, could you go ahead and give pricing on the items you didn't price?

Thank You.

<image001.png>

John K. Taylor

Asst. Director-Finance

Finance Department

155 Corey Avenue

St. Pete Beach, FL 33706

St. Pete Beach.org

Ofc: 727-363-9279

From: patrick carr <patrick@yellowdawgsiliping.com>

Sent: Wednesday, July 9, 2025 8:26 PM

To: John Taylor <jtaylor@stpetebeach.org>

Subject: Re: Agreement for Patching Services

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

John,

Thank you for sending over the agreement. I look forward to our continued partnership. I have attached the signed agreement for your records!

Thanks,
Patrick

On Wed, Jul 9, 2025 at 10:41 AM John Taylor <jtaylor@stpetebeach.org> wrote:

Patrick:

Please see the attached agreement for Patching Services. Please sign and return. It will go before Commission for approval. Once approved and completely signed, I will return and executed copy to you.

If you have any questions, please let me know.

Thank You.

<image001.png>

John K. Taylor

Asst. Director-Finance

Finance Department

155 Corey Avenue

St. Pete Beach, FL 33706

St. Pete [Beach.org](http://StPeteBeach.org)

Ofc: 727-363-9279

The city of St. Pete Beach uses SeeClickFix for residents to submit issues to the city. To report an issue, please [click here](#).

All government correspondence is subject to the public records laws.

--

Patrick Carr

Owner, Yellow Dawg Asphalt Services



YELLOW DAWG STRIPING - "Your Parking Lot's Best Friend!"

Phone: 727.420.0504

E-mail: patrick@yellowdawgstriping.com

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Patrick Carr

Owner, Yellow Dawg Asphalt Services



YELLOW DAWG STRIPING - *"Your Parking Lot's Best Friend!"*

Phone: 727.420.0504

E-mail: patrick@yellowdawgstriping.com

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 City Wide Street Paving when and as needed

LOCATIONS

The City of St. Pete Beach is soliciting bids from qualified Contractors for **City Wide Street Paving**.

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 Bids only via Bonfire or DemandStar. Please contact the Procurement Manager at jtaylor@stpetebeach.org if you need a link. Please include a valid email address.

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 on **05/24/2025 at 1:30 PM EST** via Microsoft Teams Video conference/Teleconference. Please contact the City's Procurement Manager (jtaylor@stpetebeach.org) for a meeting invitation and Microsoft 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 05/07/2025**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFB**. All such Addenda shall become a part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed **RFB** made or given prior to the award of the contract. The City will not respond to questions received after the specified deadline. The City reserves the right to respond to any and all questions but is not required to do so.

BID PACKAGES

Sealed bids will be accepted by the City until **05/13/2025 at 9:00 AM EST** (Deadline). No bids shall be

V020922

accepted by the City after this deadline – NO EXCEPTIONS. Bid Packages must be delivered Electronically either to Bonfire or DemandStar. Please contact jtaylor@stpetebeach.org if a link is required.

Clearly marked as: "City Wide Street Paving"

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

Street Paving throughout the City on an as needed basis. This will include any markings, changes and added items as needed by the City Engineer and the Streets Department..

DETAILED SPECIFICATIONS

Detailed work sheets will be required for each paving event outlining all items that were paved, including locations, cross streets etc..

Standard work hours shall be from 7:30 AM until 6:00 PM, Monday through Saturday. No work shall take place on Sundays or on official City holidays without prior approval by the City Manager or designee at least 1 week prior to the scheduled work. A list of current official City holidays can be found on the City's Human Resources website at <http://www.stpetebeach.org/hr/holidays.html>. Contractor will coordinate scheduling of work with the City's Project Manager and City's Inspector.

ADDITIONAL WORK DETAILS

Contractors or persons wishing to bid on this project are licensed, bondable and insured in accordance to the City's requirements. The Contractor will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Bid must also include all costs for licenses, permits and any material disposal fees.

Bidder must include notification to residents with door hang tags one week prior to paving event.

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.

SWORN STATEMENT – PUBLIC ENTITY CRIMES

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

by:

ment is submitted to: City of St. Pete Beach
Patrick Carr President
 (Print individual's name and title)

for:

Florida Parking Inc DBA Yellow Dots
(Print name of entity submitting sworn statement)

at:

1396 Seabreeze St. Clearwater, FL 33756
(Business address)

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

45 - 2465106

(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)(c), 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.

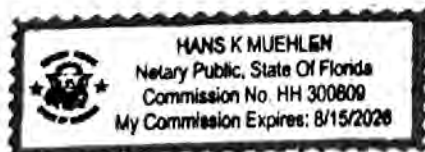
☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence ☐ online notarization, this 19th day of May, 2025, by Patricia Carr, who is personally known to me or has produced Florida Drivers License as identification.

(SEAL)



Hans Muehlen
Notary Public - State of Florida

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

VII. NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Pinellas

I state that Patrick Carr President of Florida Parking 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. Florida Parking, 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: Florida Parking Inc. DBA Yellow Dances

Signed By:

Print Name:

Patrick Carr

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of May, 2025, by Patrick Carr, who is personally known to me or has produced Florida Drivers License as identification.

(SEAL)



Notary Public - State of Florida

Hans Muehlen
(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 FOOT 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. Assignment. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Contractor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

27. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

28. Authority. Contractor hereby acknowledges that the person executing this Agreement on behalf of Contractor has the full authority to do so and to bind Contractor to the terms hereof.

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

City of St. Pete Beach:

Signature: _____

Signature: _____

By:

By: Frances Robustelli

Its: Project Manager

Its: City Manager

Date: _____

Date: _____

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk

EXHIBIT "A"

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action.

(1) **DEFINITIONS.** —For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) **CONTRACT REQUIREMENTS.** —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency's custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT "B"

(Place Request for Bid behind this page)

Exhibit "C"

(Place Vendor's Bid Behind this Page)

New Bid Sheet-Updated

SCHEDULE OF VALUES - BID FORM

ITEM DESCRIPTION (FDOT INDEX)	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
MOBILIZATION (101-1)	1	EA	6000	6000
MAINTENANCE OF TRAFFIC (102-1)	25	DA	1500	37500
INLET PROTECTION SYSTEM (104-18)	20	EA	150	3000
CLEARING & GRUBBING (110-1-1)	2	AC		
TREE REMOVAL 12"-36"	5	EA	1500	7500
TREE REMOVAL 36" AND LARGER	5	EA	4000	20000
REMOVAL OF EXISTING CONCRETE (110-4-10)	1500	SY	19	28500
REGULAR EXCAVATION (120-1)	1500	CY	0	0
TYPE B STABILIZATION (160-4)	2000	SY	0	0
OPTIONAL BASE, BASE GROUP 01 (205-701)	1000	SY	0	0
OPTIONAL BASE, BASE GROUP 04 (285-704)	6500	SY	0	0
OPTIONAL BASE, BASE GROUP 06 (285-706)	1000	SY	0	0
MILLING EXIST ASPH PAVT, 1" AVG DEPTH (327-70-1)	1000	SY	12.50	12500
MILLING EXIST ASPH PAVT, 3" AVG DEPTH (327-70-4)	2000	SY	8.85	17700
MILLING EXIST ASPH PAVT, 2" AVG DEPTH (327-70-5)	10000	SY	5.31	53100
MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH (327-70-6)	15000	SY	3.26	49000
MILLING EXIST ASPH PAVT, 2 1/2" AVG DEPTH (327-70-8)	1000	SY	13.50	13500
SUPERPAVE ASPHALTIC CONC, TRAFFIC C (334-1-13)	2500	TN	180	450000
SUPERPAVE ASPH CONC, TRAF C, PG76-22 (334-1-53)	1000	TN	250	250000

ASPH CONC FC, TRAFFIC C, FC-9.5, PG 76-22 (337-7-82)	1500	TN	225	337500
ASPH CONC FC, TRAFFIC C, FC-12.5, PG 76-22 (337-7-83)	1500	TN	225	337500
BRICK PAVT REMOVAL	200	SY	75	15000
BRICK PAVT RESTORATION	200	SY	0	0
CRACK SEALING (MS)	2000	GAL	54	108000
MICRO SURFACE *SINGLE APPLICATION, 30-34 LB/YD2 (MS)	10000	SY	7.50	75000
MICRO-SURFACE *DOUBLE APPLICATION, 30-34 LB/YD2 (MS)	8500	SY	10	85000
MICRO SURFACE RUT FILLING (MS)	20	TN	400	8000
FULL DEPTH RECLAMATION	3000	SY	17	51000
EMULSION (FDR)	3000	GAL	4.25	12750
PORTLAND CEMENT (FDR)	100	TN	300	3000
COMPACT & GRADING (FRD)	3000	SY	14	42000
BASE MATERIAL (FDR)	50	TN	65	3250
REMOVAL OF UNSUITABLE MATERIAL (FDR)	50	TN	65	3250
CAP SEAL	10000	SY	16	160000
SPEED TABLE ASSEMBLY	5	SY	1200	6000
INLETS, ADJUST (425-4)	10	EA	0	0
MANHOLE, ADJUST (425-5)	10	EA	500	5000
VALVE BOXES, ADJUST (425-6)	15	EA	0	0
SANITARY SERVICE LATERAL & CLEANOUT INSTALLATION/REPAIR/ADJUSTMENT	26	EA	0	0
RECLAIM WATER SERVICE LINE INSTALLATION/REPAIR/ADJUSTMENT	12	EA	0	0
CONCRETE CURB & GUTTER, TYPE F (520-1-10)	6500	LF	63	409500

CONCRETE CURB & GUTTER, TYPE D (520-2-4)	6250	LF	55	343750
CONCRETE VALLEY GUTTER, 3' (520-3)	200	LF	62.50	12500
CONCRETE SIDEWALK AND DRIVEWAYS, 4" (522-1)	350	SY	34.28	12000
CONCRETE SIDEWALK AND DRIVEWAYS, 6" (522-2)	200	SY	42.50	8500
DETECTABLE WARNINGS (527-2)	400	SF	30	12000
PERFORMANCE TURF, SOD (570-1-2)	2000	SY	0	0
SINGLE POST SIGN, F&I GM (700-1-11)	0	AS	1	250
SINGLE POST SIGN, RELOCATE (700-1-50)	0	AS	1	50
SINGLE POST SIGN, REMOVE (700-1-60)	0	AS	1	50
MAILBOX RELOCATION	25	EA	0	0
REMOVE AND RE-INSTALL WHEEL STOP	50	EA	50	2500
REMOVE, FURNISH AND INSTALL WHEEL STOP	50	EA	100	5000
DELINEATOR, FLEXIBLE TUBULAR (705-11-1)	0	EA	0	0
RAISED PAVMT MARK, TYPE B (706-1-3)	0	EA	0	0
PAINTED PAVT MARK - FINAL SURFACE (710-90)	1	LS	4	4.00
THERMOPLASTIC, STD, WHITE, SOLID, 12" FOR CROSSWALK & ROUNDABOUT (711-11-123)	800	LF	3.50	2800
THERMOPLASTIC, STD, WHITE, SOLID, 18" FOR DIAGONALS & CHEVRONS (711-11-124)	0	LF	75	75
THERMOPLASTIC, STD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK (711-11-125)	250	LF	7	1750
THERMOPLASTIC, STD, WHITE, VERTICAL DEFLECTION MARKING (711-11-130)	10	EA	40	400
THERMOPLASTIC, STD, WHITE, VERTICAL DEFLECTION ADV WARNING MARKING (711-11-140)	10	EA	25	250
THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6" (711-11-141)	0	GM	25	25

THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL (711-11-160)	1	EA	45	45
THERMOPLASTIC, STANDARD, WHITE, ARROW (711-11-170)	1	EA	40	40
THERMOPLASTIC, STANDARD, WHITE, YIELD LINE (711-11-180)	10	LF	10	100
THERMOPLASTIC, STD, YELLOW, SOLID, 18" FOR DIAGONAL (711-11-224)	10	LF	10	100
THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6" (711-11-241)	0	LF	10	10
THERMOPLASTIC, PREFORMED, WHITE, MESSAGE (711-14-160)	1	EA	100	100
THERMOPLASTIC, PREFORMED, WHITE, ARROW (711-14-170)	1	EA	40	40
THERMOPLASTIC, PREFORMED, WHITE, YIELD LINE (711-14-180)	0	LF	10	10
THERMOPLASTIC, STD-OTH, WHITE, SOLID, 6" (711-16-101)	0.35	GM	550	550
THERMOPLASTIC, STD-OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP (711-16-131)	0	GM	25	25
THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6" (711-16-201)	0.1	GM	250	250
THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6" (711-16-231)	0	GM	25	25
THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC-SURFACE TO REMAIN (711-17-001)	0	SF	200	200
TOTAL BID PRICE			\$2,383,449	



155 Corey Avenue

St. Pete Beach, FL 33706-1839

www.stpetebeach.org

ADDENDUM I

City Wide Street Repaving Services

Issued 05/13/2025

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 05/20/2025, 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.

Extend Bid opening until 5/20/2025 at 9:00 AM. Opening will be at 1:00 PM same day.

Questions:

1. Bid Item #20 should have a unit of GAL. #21 should be SY #23 should be TN #24 should be SY #25 should be GAL #26 should be TN #27 should be SY #28 should be TN #30 should be SY Can you please take a look at these items – Bid form has been updated accordingly.

2. Bid items # 21 and #22 are both Micro-surface applications, but item #21 has a unit description of "GAL" and item #22 has a unit description of "SY". Which one is correct? – SY is correct.
3. Bid item #9 SP-9.5 FC and bid item #11 SP-12.5 FC. Are these just the top lift of asphalt, and that's why they are labeled as friction course? Will these follow the FDOT spec section 334? Or, are these a true friction course material that will require polymer modifiers like PG76-22? – Bid items have been updated accordingly.
4. The bid form only has unit prices and doesn't extend out to a total. How is this contract going to be awarded? I will put out an addendum with a new sheet which totals the items.
5. Does every bid item have to be quoted? There are specialty bid items that we would not normally quote. Can we say "no bid" on specific items? If you do not wish to be on specific items that is fine, but that would limit your chances of being awarded with other companies that may bid the entire list.

New Bid Sheet-Updated

SCHEDULE OF VALUES - BID FORM

ITEM DESCRIPTION (FDOT INDEX)	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
MOBILIZATION (101-1)	1	EA	6000	6000
MAINTENANCE OF TRAFFIC (102-1)	25	DA	1500	37500
INLET PROTECTION SYSTEM (104-18)	20	EA	150	3000
CLEARING & GRUBBING (110-1-1)	2	AC	2000	2000
TREE REMOVAL 12"-36"	5	EA	1500	7500
TREE REMOVAL 36" AND LARGER	5	EA	4000	20000
REMOVAL OF EXISTING CONCRETE (110-4-10)	1500	SY	19	28500
REGULAR EXCAVATION (120-1)	1500	CY	50	75,000
TYPE B STABILIZATION (160-4)	2000	SY	20	40,000
OPTIONAL BASE, BASE GROUP 01 (205-701)	1000	SY	55	55,000
OPTIONAL BASE, BASE GROUP 04 (285-704)	6500	SY	60	390,000
OPTIONAL BASE, BASE GROUP 06 (285-706)	1000	SY	65	65,000
MILLING EXIST ASPH PAVT, 1" AVG DEPTH (327-70-1)	1000	SY	12.50	12500
MILLING EXIST ASPH PAVT, 3" AVG DEPTH (327-70-4)	2000	SY	8.85	17700
MILLING EXIST ASPH PAVT, 2" AVG DEPTH (327-70-5)	10000	SY	5.31	53100
MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH (327-70-6)	15000	SY	3.26	49000
MILLING EXIST ASPH PAVT, 2 1/2" AVG DEPTH (327-70-8)	1000	SY	13.50	13500
SUPERPAVE ASPHALTIC CONC, TRAFFIC C (334-1-13)	2500	TN	180	450000
SUPERPAVE ASPH CONC, TRAF C, PG76-22 (334-1-53)	1000	TN	250	250000

ASPH CONC FC, TRAFFIC C, FC-9.5, PG 76-22 (337-7-82)	1500	TN	225	337500
ASPH CONC FC, TRAFFIC C, FC-12.5, PG 76-22 (337-7-83)	1500	TN	225	337500
BRICK PAVT REMOVAL	200	SY	75	15000
BRICK PAVT RESTORATION	200	SY	0	17,000
CRACK SEALING (MS)	2000	GAL	54	108000
MICRO SURFACE *SINGLE APPLICATION, 30-34 LB/YD2 (MS)	10000	SY	7.50	75000
MICRO-SURFACE *DOUBLE APPLICATION, 30-34 LB/YD2 (MS)	8500	SY	10	85000
MICRO SURFACE RUT FILLING (MS)	20	TN	400	8000
FULL DEPTH RECLAMATION	3000	SY	17	51000
EMULSION (FDR)	3000	GAL	4.25	12750
PORTLAND CEMENT (FDR)	100	TN	300	30000
COMPACT & GRADING (FRD)	3000	SY	14	42000
BASE MATERIAL (FDR)	50	TN	65	3250
REMOVAL OF UNSUITABLE MATERIAL (FDR)	50	TN	65	3250
CAP SEAL	10000	SY	16	160000
SPEED TABLE ASSEMBLY	5	SY	1200	6000
INLETS, ADJUST (425-4)	10	EA	0	1000
MANHOLE, ADJUST (425-5)	10	EA	500	5000
VALVE BOXES, ADJUST (425-6)	15	EA	0	1,500
SANITARY SERVICE LATERAL & CLEANOUT INSTALLATION/REPAIR/ADJUSTMENT	26	EA	0	65,000
RECLAIM WATER SERVICE LINE INSTALLATION/REPAIR/ADJUSTMENT	12	EA	0	60000
CONCRETE CURB & GUTTER, TYPE F (520-1-10)	6500	LF	63	409500

CONCRETE CURB & GUTTER, TYPE D(520-2-4)	6250	LF	55	343750
CONCRETE VALLEY GUTTER, 3' (520-3)	200	LF	62.50	12500
CONCRETE SIDEWALK AND DRIVEWAYS, 4" (522-1)	350	SY	34.28	12000
CONCRETE SIDEWALK AND DRIVEWAYS, 6" (522-2)	200	SY	42.50	8500
DETECTABLE WARNINGS (527-2)	400	SF	30	12000
PERFORMANCE TURF, SOD (570-1-2)	2000	SY	7.00	14000
SINGLE POST SIGN, F&I GM (700-1-11)	0	AS	1	250
SINGLE POST SIGN, RELOCATE (700-1-50)	0	AS	1	50
SINGLE POST SIGN, REMOVE (700-1-60)	0	AS	1	50
MAILBOX RELOCATION	25	EA	300	7500
REMOVE AND RE-INSTALL WHEEL STOP	50	EA	50	2500
REMOVE, FURNISH AND INSTALL WHEEL STOP	50	EA	100	5000
DELINEATOR, FLEXIBLE TUBULAR (705-11-1)	0	EA	0	0
RAISED PAVMT MARK, TYPE B(706-1-3)	0	EA	0	0
PAINTED PAVT MARK - FINAL SURFACE (710-90)	1	LS	4	4.00
THERMOPLASTIC, STD, WHITE, SOLID, 12" FOR CROSSWALK & ROUNDABOUT (711-11-123)	800	LF	3.50	2800
THERMOPLASTIC, STD, WHITE, SOLID, 18" FOR DIAGONALS & CHEVRONS (711-11-124)	0	LF	75	75
THERMOPLASTIC, STD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK (711-11-125)	250	LF	7	1750
THERMOPLASTIC, STD, WHITE, VERTICAL DEFLECTION MARKING (711-11-130)	10	EA	40	400
THERMOPLASTIC, STD, WHITE, VERTICAL DEFLECTION ADV WARNING MARKING (711-11-140)	10	EA	25	250
THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6" (711-11-141)	0	GM	25	25

THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL (711-11-160)	1	EA	45	45
THERMOPLASTIC, STANDARD, WHITE, ARROW (711-11-170)	1	EA	40	40
THERMOPLASTIC, STANDARD, WHITE, YIELD LINE (711-11-180)	10	LF	10	100
THERMOPLASTIC, STD, YELLOW, SOLID, 18" FOR DIAGONAL (711-11-224)	10	LF	10	100
THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6" (711-11-241)	0	LF	10	10
THERMOPLASTIC, PREFORMED, WHITE, MESSAGE (711-14-160)	1	EA	100	100
THERMOPLASTIC, PREFORMED, WHITE, ARROW (711-14-170)	1	EA	40	40
THERMOPLASTIC, PREFORMED, WHITE, YIELD LINE (711-14-180)	0	LF	10	10
THERMOPLASTIC, STD-OTH, WHITE, SOLID, 6" (711-16-101)	0.35	GM	550	550
THERMOPLASTIC, STD-OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP (711-16-131)	0	GM	25	25
THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6" (711-16-201)	0.1	GM	250	250
THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6" (711-16-231)	0	GM	25	25
THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC-SURFACE TO REMAIN (711-17-001)	0	SF	200	200
TOTAL BID PRICE			\$2,203,449	

\$3,774,449

From: John Taylor
To: Ariana Wilson-Rojas
Subject: FW: Agreement for Patching Services
Date: Thursday, July 31, 2025 8:23:21 AM
Attachments: SPB Paving UPDATED.pdf
image001.png

Street Paving RFB. This is from Yellow Dawg or Florida Parking. The other vendor, Preferred Materials did not resubmit a complete pricing schedule. Yellow Dawg did which is attached. Even with the completed price list Yellow Dawg is still under by approximately 1.5 million. Just wanted to send you this so you would have the updated pricing for Yellow Dawg.

Thank You.



John K. Taylor
Asst. Director-Finance
Finance Department
155 Corey Avenue
St. Pete Beach, FL 33706
St. Pete Beach.org
Ofc: 727-363-9279

From: patrick carr <patrick@yellowdawgstriping.com>
Sent: Wednesday, July 30, 2025 7:28 PM
To: John Taylor <jtaylor@stpetebeach.org>
Subject: Re: Agreement for Patching Services

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

JOhn,

Please see the attached, updated quote, as requested.

Let me know if you have any questions!

Thanks,
Patrick

On Thu, Jul 24, 2025 at 12:10 PM John Taylor <jtaylor@stpetebeach.org> wrote:

Thank you sir

Get [Outlook for iOS](#)

From: Patrick Carr <patrick@yellowdawgstipping.com>

Sent: Thursday, July 24, 2025 11:35:25 AM

To: John Taylor <jtaylor@stpetebeach.org>

Subject: Re: Agreement for Patching Services

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

You got it. I'll get it u0dsted and back to you before end of day tomorrow.

Sent from my iPhone

On Jul 24, 2025, at 10:10 AM, John Taylor <jtaylor@stpetebeach.org> wrote:

Patrick:

I hope this finds you well. On the Street paving, could you go ahead and give pricing on the items you didn't price?

Thank You.

<image001.png>

John K. Taylor

Asst. Director-Finance

Finance Department

155 Corey Avenue

St. Pete Beach, FL 33706

St. Pete [Beach.org](http://StPeteBeach.org)

Ofc: 727-363-9279

From: patrick carr <patrick@yellowdawgsitllipng.com>

Sent: Wednesday, July 9, 2025 8:26 PM

To: John Taylor <jtaylor@stpetebeach.org>

Subject: Re: Agreement for Patching Services

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

John,

Thank you for sending over the agreement. I look forward to our continued partnership. I have attached the signed agreement for your records!

Thanks,
Patrick

On Wed, Jul 9, 2025 at 10:41 AM John Taylor <jtaylor@stpetebeach.org> wrote:

Patrick:

Please see the attached agreement for Patching Services. Please sign and return. It will go before Commission for approval. Once approved and completely signed, I will return and executed copy to you.

If you have any questions, please let me know.

Thank You.

<image001.png>

John K. Taylor

Asst. Director-Finance

Finance Department

155 Corey Avenue

St. Pete Beach, FL 33706

St. Pete [Beach.org](http://StPeteBeach.org)

Ofc: 727-363-9279

The city of St. Pete Beach uses SeeClickFix for residents to submit issues to the city. To report an issue, please [click here](#).

All government correspondence is subject to the public records laws.

--

Patrick Carr

Owner, Yellow Dawg Asphalt Services



YELLOW DAWG STRIPING - "Your Parking Lot's Best Friend!"

Phone: 727.420.0504

E-mail: patrick@yellowdawgstriping.com

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Patrick Carr

Owner, Yellow Dawg Asphalt Services



YELLOW DAWG STRIPING - *"Your Parking Lot's Best Friend!"*

Phone: 727.420.0504

E-mail: patrick@yellowdawgstriping.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: _____

Title: _____

[END OF EXHIBIT]



**City of St. Pete Beach 2025
Pavement Network Present Status
Summary Report - Draft**

April 1, 2025

Prepared for:

City of St. Pete Beach, Florida

Prepared by:

Stantec Consulting Services, Inc..
777 S Harbor Island Boulevard,
Suite 600
Tampa, Florida 33602-5729

CITY OF ST. PETE BEACH 2025 PAVEMENT NETWORK PRESENT STATUS SUMMARY REPORT - DRAFT

The conclusions in the Report titled City of St. Pete Beach 2025 Pavement Network Present Status Summary Report - Draft are Stantec's professional opinion, as of the time of the Report, and concerning the scope described in the Report. The opinions in the document are based on conditions and information existing at the time the scope of work was conducted and do not take into account any subsequent changes. The Report relates solely to the specific project for which Stantec was retained and the stated purpose for which the Report was prepared. The Report is not to be used or relied on for any variation or extension of the project, or for any other project or purpose, and any unauthorized use or reliance is at the recipient's own risk.

Stantec has assumed all information received from the City of St. Pete Beach (the "Client") and third parties in the preparation of the Report to be correct. While Stantec has exercised a customary level of judgment or due diligence in the use of such information, Stantec assumes no responsibility for the consequences of any error or omission contained therein.

This Report is intended solely for use by the Client in accordance with Stantec's contract with the Client. While the Report may be provided by the Client to applicable authorities having jurisdiction and to other third parties in connection with the project, Stantec disclaims any legal duty based upon warranty, reliance or any other theory to any third party, and will not be liable to such third party for any damages or losses of any kind that may result.

Prepared by

Signature

Jennifer Spurgeon, C.E.T. (ON)

Printed Name

Reviewed by

Signature

Dean Pettitt, P.Eng. (AB, ON)

Printed Name

Approved by

Signature

Al Cepas, P.Eng. (AB)

Printed Name



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1.0 PROJECT OVERVIEW

The City of St. Pete Beach (the City) is responsible for the maintenance and rehabilitation of approximately 76.5 lane-mi of roads. In order to assess the current condition of the City streets, a pavement condition survey was conducted by Stantec Consulting Services Inc. (Stantec) from January 30 to January 31, 2025.

The “fuel” for any pavement management analysis is the pavement condition data. Pavement distress, ride quality, and structural testing provide the important sets of data in determining the costs to maintain the City’s network. In addition, keeping this data up to date on an ongoing basis is the only true way of measuring how well a road network is performing over time.

To capture the pavement condition data on City streets, Stantec utilized its Road Tester 3000 (RT3000) vehicle. The RT3000 is a fully mobile solution specifically developed to accurately and efficiently collect pavement condition data. Integrated with lasers, inertial GPS, and high-definition digital imagery, the RT3000 simultaneously collected pavement profile, rutting, and surface distress data on the City’s streets.



The results of the pavement condition survey are expressed in terms of the PCI (Pavement Condition Index). The PCI is an industry standard evaluation of overall pavement condition. Ride quality and structural testing were not part of the 2025 scope of work.

Only sections that were surveyed are included in the reporting subset. There are 7 sections that were not surveyed, summarized in Table 1 below.

Table 1: Untested Sections

SECTION ID	STREET NAME	FROM STREET	TO STREET	COMMENTS
920	COREY AVE	COREY CIR	END	Inaccessible: Locked Gate
4390	14TH AVE	END	PASS A GRILLE WAY	Dirt/Utility Easement
3360	30TH AVE	PASS A GRILLE WAY	END	Gravel
3500	UNKNOWN	END	SUNSET WAY	Private Driveway
3470	29TH AVE	END	PASS A GRILLE WAY	Gravel
3260	GRANADA ST	E MARITANA DR	PINELLAS BAYWAY	Blocked: Bollards/Median
4340	17TH AVE	PASS A GRILLE WAY	END	Gravel



2.0 DATA COLLECTION

2.1 LASER CRACK MEASURING SYSTEM (LCMS)

Stantec's equipment also collected all physical pavement surface defects, utilizing the RT3000's downward imaging technology. The data was collected in accordance with *ASTM D 6433 – Standard Practice for Roads and Parking Lots Pavement Conditions Index Surveys*.

Stantec's LCMS system is composed of two high-resolution cameras and narrow spectrum (non-visible) infrared laser illuminators that are configured to capture pavement imagery up to thirteen feet (13 ft) in width, providing 0.025 in. resolution, at posted traffic speeds.

The laser illumination of the pavement surface results in the removal of shadows, sun glare, and the effects of pavement texture, thus providing superior resolution of the pavement surface. This technology enables the detection of Cracking distresses as low as 0.025 in. in width.

The resulting pavement images were synchronized with corresponding right-of-way images to provide a full set of digital imagery for accurately assessing the condition of the City's roads.



2.2 DISTRESS RATING PROTOCOLS

The collected pavement imagery was subsequently post-processed through Stantec's Imaging Workstation. Pavement condition was evaluated by highly trained technicians based on the type and amount of pavement defects or distresses observed in the imagery. All distresses were evaluated and categorized using the ASTM D6433-20 standard. The pavement defects which were evaluated are detailed in Table 2.

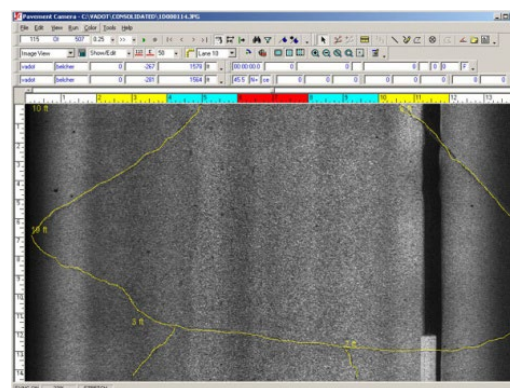


Table 2: ASTM Defects

FLEXIBLE PAVEMENTS	RIGID PAVEMENTS
• Alligator Cracking • Bleeding • Block Cracking • Bumps and Sags • Corrugation • Depression • Edge Cracking • Joint Reflection Cracking • Lane/Shoulder Drop Off • Longitudinal and Transverse Cracking • Patching and Utility Cut Patching • Polished Aggregate • Potholes • Railroad Crossing • Rutting • Shoving • Slippage Cracking • Swell • Raveling • Weathering	• Blow Up/Buckling • Corner Break • Divided Slab • Durability Crack • Faulting • Joint Seal • Lane/Shoulder Drop Off • Linear Cracking • Patching (Large) • Patching (Small) • Polished Aggregate • Popouts • Pumping • Punchouts • Railroad Crossing • Scaling • Shrinkage • Spalling Corner • Spalling Joint

Each defect or distress was measured on the basis of two components: severity and extent. **Severity** is defined as *‘How bad is the defect?’* in terms of the width or degree of wear associated with the condition. An example of a severity measurement includes the width of a crack.

The second component evaluated is the **extent**, or *‘How much is there?’* in terms of the quantity of the road impacted by the defect. Examples of measures used for extent include the length of transverse and longitudinal Cracking, or the pavement area affected by alligator Cracking.

Each distress was measured and tagged with a linear reference and corresponding GPS coordinates. The distress data was collected continuously and summarized for each pavement section. A **Pavement Condition Index (PCI)**, expressed as a 0 to 100 score, was computed for each road segment.



3.0 PAVEMENT CONDITION INDEX (PCI) ANALYSIS

The RT 3000 surface distress survey provided a rating of the severity and extent for twenty ASTM distresses in each road segment of the network. A Pavement Condition Index (PCI) score was then computed using the ASTM PCI model.

The ASTM PCI model uses a Distress Deduct methodology to compute a PCI score based on all of the observed distresses. This deduct model involves starting a road segment at a PCI of 100, assuming no distresses, and then deducting PCI points based on the severity and amount of each observed distress type. The amount of deducted points attributed to each observed distress type is weighted based on their relative influence on the overall condition and performance of a road.

For example, structural defects, such as Alligator Cracking, will have a greater influence (i.e., more deducts) on the PCI score as these defects indicate that the road is unable to support the current traffic, which potentially results in a more rapid deterioration of the road.

As previously noted, the PCI is an industry standard in terms of quantifying pavement condition and performance. Using the PCI 0-100 scale, the pavement condition of a road can be categorized into the ranges shown in Table 3.

Table 3: PCI Condition Category

PCI Range	Condition Category
>85-100	Good
>70-85	Satisfactory
>55-70	Fair
>40-55	Poor
>25-40	Very Poor
>10-25	Serious
0-10	Failed

From a performance, or “Level of Service” perspective, the PCI can also be categorized into various ranges as shown in Table 4.

Table 4: PCI Level of Service Category

PCI Range	Level of Service Category
>70-100	Adequate
>55-70	Degraded
0-55	Unsatisfactory



3.1 PRESENT STATUS RESULTS

The results of the pavement condition survey and subsequent PCI analysis shows that the network average PCI (weighted by lane-mi) for the City is **72.5**. Table 5 below shows the breakdown of average PCI scores by functional class across the City.

Table 5: PCI by Functional Class – Survey Network

Functional Class	LN-MI	Average of PCI ¹
Minor Arterials	0.8	92.2
Collectors	5.3	84.0
Locals	69.8	71.4
Survey Network	75.9	72.5

¹ Includes only sections with performance data

The distribution of PCI scores for the entire survey network is shown below in Figure 1. The network average PCI of **72.5** indicates that the network is in “Satisfactory” condition and considered to be providing an “Adequate” level of service. Minor Arterials have the highest PCI score at 92, followed by Collectors at 84.

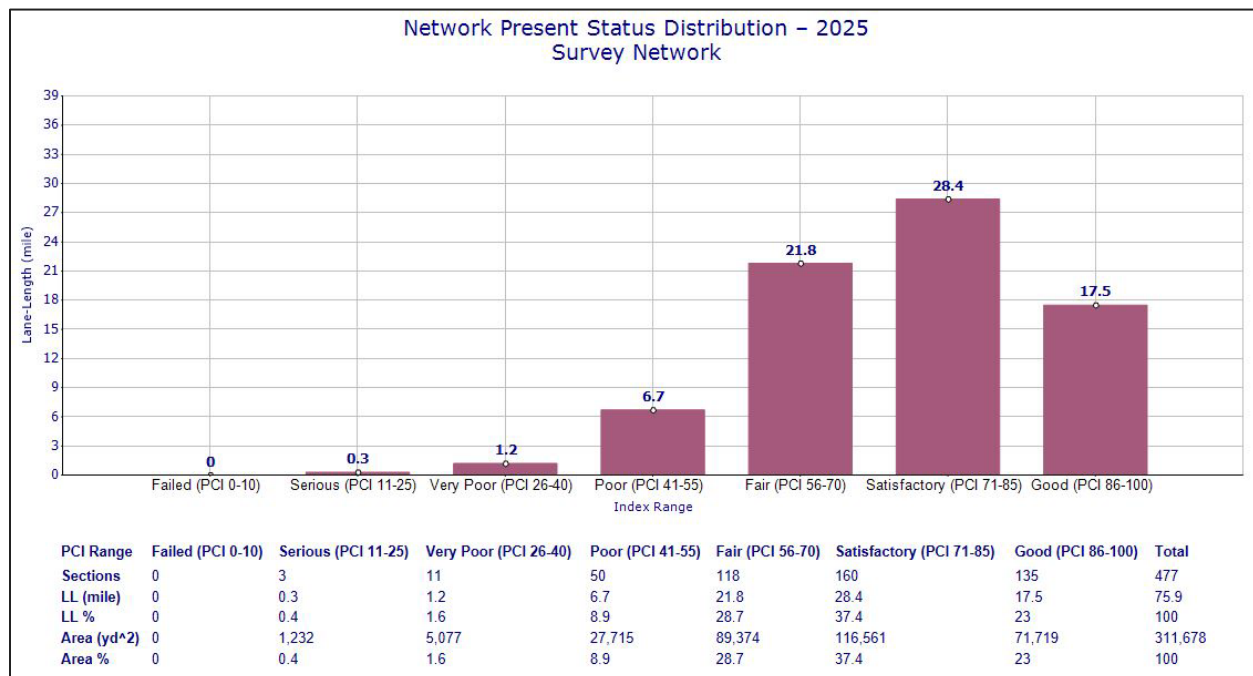


Figure 1: PCI Distribution – Survey Network



CITY OF ST. PETE BEACH 2025 PAVEMENT NETWORK PRESENT STATUS SUMMARY REPORT - DRAFT

From a PCI level of service perspective, 45.9 lane-mi, or 60.5% of the network is operating at an “adequate” level of service with PCI scores above 70. Approximately 21.8 lane-mi, or 28.7% of the network, is operating at a “degraded” level of service (PCI 56-70 range). Conversely, 8.2 lane-mi, or 10.8% of the network, have PCI scores at 55 or less and are thus operating at an “unsatisfactory” level. These results are summarized by the Survey Network in Table 6 and by functional class in Table 7 below.

Table 6: PCI by Level of Service Category –Survey Network

PCI Range	Level of Service Category	Length (LN-MI)	% of Network ¹
>70-100	Adequate	45.9	60.5%
>55-70	Degraded	21.8	28.7%
0-55	Unsatisfactory	8.2	10.8%

¹ Includes only sections with performance data

Table 7: PCI by Level of Service Category and Functional Class

Functional Class	PCI Average	PCI Range	Level of Service Category	Length (LN-MI)	% of Functional Class ¹
Minor Arterials	92	>70-100	Adequate	0.8	100.0%
		>55-70	Degraded	0.0	0.0%
		0-55	Unsatisfactory	0.0	0.0%
Collectors	84	>70-100	Adequate	3.8	70.4%
		>55-70	Degraded	1.4	25.9%
		0-55	Unsatisfactory	0.2	3.7%
Locals	71	>70-100	Adequate	41.3	59.3%
		>55-70	Degraded	20.4	29.3%
		0-55	Unsatisfactory	8.0	11.5%

¹ Includes only sections with performance data

The average Distress Deduct values for the most commonly observed distresses on the sections surveyed in 2025 are as follows: Longitudinal and Transverse Cracking had the greatest influence on the PCI score by deducting an average of 10 PCI points from each pavement management section. The second most influential contributor to the network PCI score was Block Cracking with an average of 9 deduct points, followed by Alligator Cracking with an average of five (5) deduct points.

A map showing the PCI distribution across the City is provided in Appendix A.

The pavement condition results for all sections are summarized in Appendix B.



4.0 SUMMARY OF FINDINGS

After a pavement condition assessment on approximately 39 survey-mi of City roads, the network average Pavement Condition Index for the City of St. Pete Beach was found to be 72.5. In general terms the road network is in “Satisfactory” condition and considered to be providing an “Adequate” level of service based on industry standards.

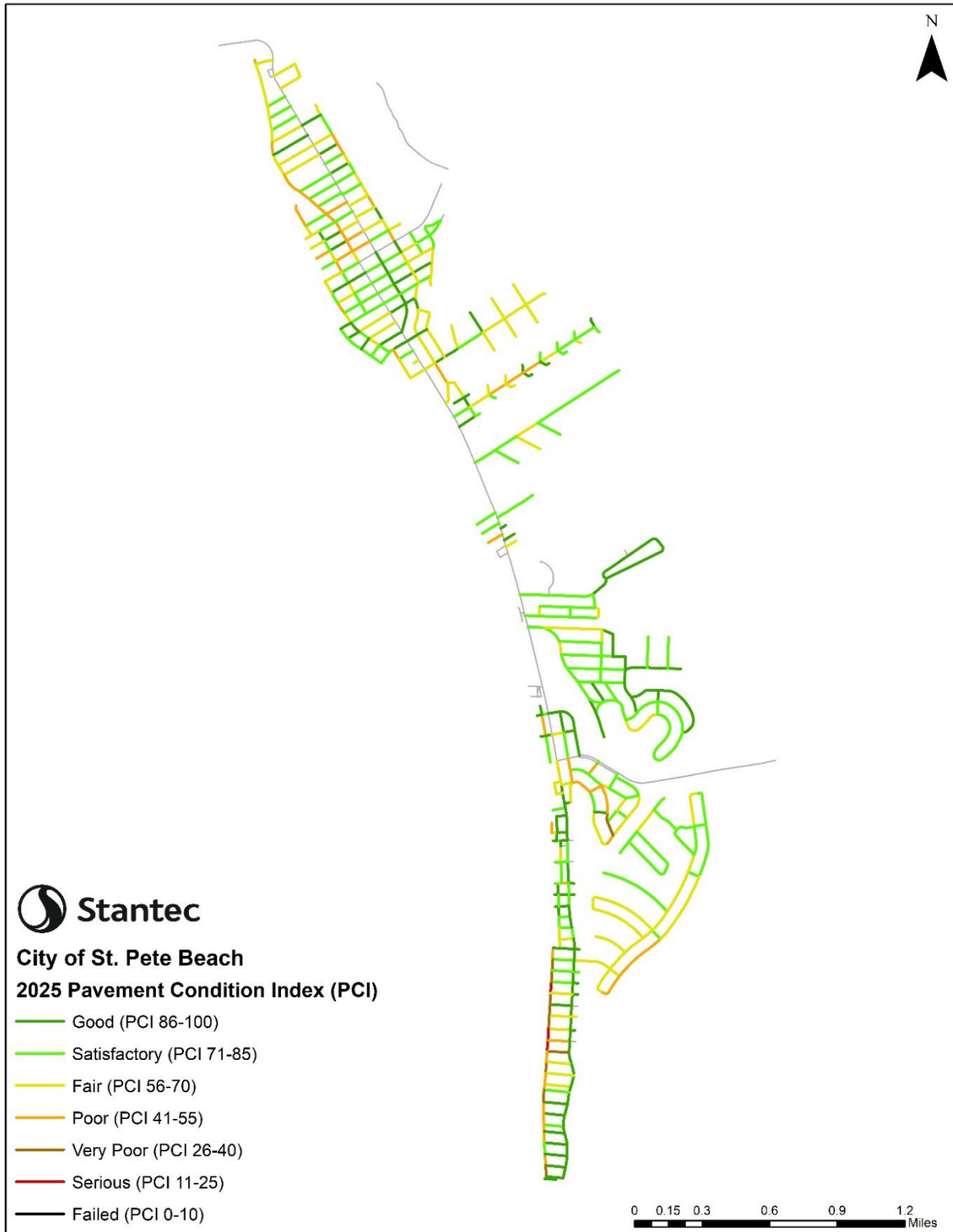
The City’s current PCI is predominately influenced by the amount of Longitudinal & Transverse Cracking, which can be indicative of pavement fatigue, reflective cracking from an underlying layer, and/or cycles of daily temperature changes. The next most influential distresses are Block Cracking and Alligator Cracking, which can be caused by weakness in the surface, base or sub-grade; a surface or base that is too thin; poor drainage, or the combination of all three. As time goes on and traffic levels increase, roads with structural problems will have a greater rate of deterioration and will require more costly treatments to bring them back to an acceptable level of service.



APPENDIX A

PCI Distribution Map

APPENDIX A PCI DISTRIBUTION MAP



APPENDIX B

Street Listing

Appendix B Street Listing

Section No	Street Name	From Street	To Street	Length (ft)	Length (mi)	Lane-MI	Lanes	Oneway	Divided	PaveType	Fun. Class	Survey Date	PCI Rating System	PCI	PCI RANGE	Alg	Bld	BCr	B_S	Cor	Dpr	ECr	RCr	LSD	LTC	P_U	PAG	Pot	RRC	Rut	Shv	SCR	Swl	Rvl	Wth		
4440	10TH AVE	PASS A GRILLE WAY	GULF WAY	614.5	0.116	0.116	1	Y	N	Flexible	Local	01/31/2025	Asphalt	68.8	Fair	99	100	70	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100		
4430	11TH AVE	GULF WAY	PASS A GRILLE WAY	666.0	0.126	0.252	2	N	N	Flexible	Local	01/31/2025	Asphalt	68.9	Fair	100	100	76	100	100	100	100	100	100	100	98	89	100	100	100	100	100	100	100	100	100	
4420	12TH AVE	PASS A GRILLE WAY	GULF WAY	589.5	0.112	0.223	2	N	N	Flexible	Local	01/31/2025	Asphalt	60.3	Fair	95	100	68	100	100	100	100	100	100	100	94	93	100	100	100	100	100	100	100	100	100	
4410	13TH AVE	GULF WAY	PASS A GRILLE WAY	518.3	0.098	0.196	2	N	N	Flexible	Local	01/31/2025	Asphalt	37.0	Very Poor	94	100	66	100	100	100	100	100	100	100	89	81	100	100	100	100	68	100	100	100	100	100
4400	14TH AVE	PASS A GRILLE WAY	GULF WAY	514.2	0.097	0.195	2	N	N	Flexible	Local	01/31/2025	Asphalt	49.9	Poor	95	100	67	100	100	100	100	100	100	100	100	95	86	100	100	100	100	100	100	100	100	100
4370	15TH AVE	GULF WAY	PASS A GRILLE WAY	515.2	0.098	0.098	1	Y	N	Flexible	Local	01/31/2025	Asphalt	56.2	Fair	97	100	64	100	100	100	100	100	100	100	96	89	100	100	100	100	96	100	100	100	100	100
4380	15TH AVE	PASS A GRILLE WAY	END	106.6	0.020	0.040	2	N	N	Flexible	Local	01/31/2025	Asphalt	98.3	Good	100	100	100	100	100	100	100	100	100	100	98	100	100	100	100	100	100	100	100	100	100	100
4350	16TH AVE	END	PASS A GRILLE WAY	126.1	0.024	0.048	2	N	N	Flexible	Local	01/31/2025	Asphalt	68.8	Fair	100	100	100	100	100	100	100	100	100	100	100	97	100	100	100	100	100	100	100	100	71	100
4360	16TH AVE	PASS A GRILLE WAY	GULF WAY	511.0	0.097	0.194	2	N	N	Flexible	Local	01/31/2025	Asphalt	64.0	Fair	98	100	70	100	100	100	100	100	100	100	95	98	100	100	100	100	100	100	100	100	100	100
4330	17TH AVE	GULF WAY	PASS A GRILLE WAY	506.2	0.096	0.192	2	N	N	Flexible	Local	01/31/2025	Asphalt	94.8	Good	100	100	100	100	100	100	100	100	100	100	95	100	100	100	100	100	100	100	100	100	100	100
4310	18TH AVE	END	PASS A GRILLE WAY	127.0	0.024	0.048	2	N	N	Flexible	Local	01/31/2025	Asphalt	100.0	Good	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
4320	18TH AVE	PASS A GRILLE WAY	GULF WAY	511.9	0.097	0.194	2	N	N	Flexible	Local	01/31/2025	Asphalt	58.8	Fair	97	100	61	100	100	100	100	100	100	100	99	100	100	100	100	100	100	100	100	100	100	100
4290	19TH AVE	GULF WAY	PASS A GRILLE WAY	507.2	0.096	0.192	2	N	N	Flexible	Local	01/31/2025	Asphalt	76.8	Satisfactory	97	100	100	100	100																	



CITY OF ST. PETE BEACH 2025 PAVEMENT NETWORK PRESENT STATUS SUMMARY REPORT - DRAFT

Appendix B Street Listing

Table B.1: Street Listing

Section No	Street Name	From Street	To Street	Length (ft)	Length (mi)	Lane-Mi	Lanes	Oneway	Divided	PaveType	Fun. Class	Survey Date	PCI Rating System	PCI	PCI RANGE	Alg	Bld	BCr	B_S	Cor	Dpr	ECr	RCr	LSD	LTC	P_U	PAg	Pot	RRC	Rut	Shv	SCr	Swl	Rvl	Wth
2770	44TH AVE	POINSETTIA DR	MOODY ST	282.5	0.054	0.107	2	N	N	Flexible	Local	01/30/2025	Asphalt	96.6	Good	100	100	100	100	100	100	100	100	97	100	100	100	100	100	100	100	100	100	100	
2780	44TH AVE	MOODY ST	BELLE VISTA DR	1409.8	0.267	0.534	2	N	N	Flexible	Local	01/30/2025	Asphalt	69.7	Fair	100	100	73	100	100	100	100	100	100	99	99	100	100	100	96	100	100	100	100	
2310	45TH AVE	PLAZA WAY	2ND ST E	647.4	0.123	0.245	2	N	N	Flexible	Local	01/30/2025	Asphalt	71.0	Satisfactory	100	100	72	100	100	100	100	99	100	100	100	100	100	100	100	100	100	100	100	
2320	45TH AVE	2ND ST E	1ST ST E	722.2	0.137	0.274	2	N	N	Flexible	Local	01/30/2025	Asphalt	72.6	Satisfactory	100	100	74	100	100	100	100	99	100	100	100	100	100	100	100	100	100	100	100	
2330	45TH AVE	1ST ST E	GULF BLVD	335.7	0.064	0.127	2	N	N	Flexible	Local	01/30/2025	Asphalt	73.6	Satisfactory	100	100	78	100	100	100	100	97	100	100	100	100	100	100	100	100	100	100	100	
2190	46TH AVE	GULF BLVD	MIRABELLA CT	678.1	0.128	0.257	2	N	N	Flexible	Local	01/30/2025	Asphalt	82.2	Satisfactory	100	100	100	100	100	100	100	99	100	100	83	100	100	100	100	100	100	100	100	
2200	46TH AVE	MIRABELLA CT	PLAZA WAY	1039.1	0.197	0.394	2	N	N	Flexible	Local	01/30/2025	Asphalt	72.4	Satisfactory	100	100	73	100	100	100	100	100	100	99	100	100	100	100	100	100	100	100	100	
2210	46TH AVE	PLAZA WAY	BOCA CIEGA ISLE DR	433.9	0.082	0.164	2	N	N	Flexible	Local	01/30/2025	Asphalt	92.1	Good	100	100	97	100	100	100	100	100	100	100	94	100	100	100	100	100	100	100	100	
2150	49TH AVE	END	GULF BLVD	270.0	0.051	0.102	2	N	N	Flexible		01/30/2025	Asphalt	65.5	Fair	100	100	100	100	100	100	100	100	100	100	100	100	100	68	100	100	100	100	100	
4500	4TH AVE	PASS A GRILLE WAY	GULF WAY	541.8	0.103	0.205	2	N	N	Flexible	Local	01/31/2025	Asphalt	94.1	Good	100	100	100	100	100	100	100	100	100	94	100	100	100	100	100	100	100	100	100	
1450	4TH PALM POINT ST	END	64TH AVE	495.7	0.094	0.188	2	N	N	Flexible	Local	01/30/2025	Asphalt	69.2	Fair	100	100	100	100	100	100	100	98	100	100	74	95	100	100	100	97	100	100	100	100
1460	4TH PALM POINT ST	64TH AVE	END	563.0	0.107	0.213	2	N	N	Flexible	Local	01/30/2025	Asphalt	59.1	Fair	100	100	100	100	100	100	100	96	100	100	75	78	100	100	100	97	100	100	100	100
2140	50TH AVE	END	GULF BLVD	389.9	0.074	0.148	2	N	N	Flexible	Local	01/30/2025	Asphalt	40.4	Poor	72	100	76	100	100	100	100	97	100	100	91	100	100	100	70	100	100	100	100	100
2160	50TH AVE	END	GULF BLVD	280.7	0.053	0.106	2	N	N	Flexible	Local	01/30/2025	Asphalt	88.9	Good	100	100	100	100	100	100	100	100	100	100	89	100	100	100	100	100	100	100	100	100
2130	51ST AVE	END	GULF BLVD	460.1	0.087	0.174	2	N	N	Flexible	Local	01/30/2025	Asphalt	78.4	Satisfactory	100	100	100	100	100	100	100	100	100	100	78	100	100	100	100	100	100	100	100	100
2170	51ST AVE	END	GULF BLVD	138.2	0.026	0.052	2	N	N	Flexible	Local	01/30/2025	Asphalt	89.1	Good	100	100	100	100	100	100	100	100	100	89	100	100	100	100	100	100	100	100	100	
2120	52ND AVE	END	GULF BLVD	513.2	0.097	0.194	2	N	N	Flexible	Local	01/30/2025	Asphalt	72.6	Satisfactory	100	100	77	100	100	100	100	100	100	96	100	100	100	100	100	100	100	100	100	
2050	55TH AVE	GULF BLVD	ALOHA DR	550.4	0.104	0.208	2	N	N	Flexible	Local	01/31/2025	Asphalt	74.7	Satisfactory	100	100	79	100	100	100	100	95	100	100	99	98	100	100	100	100	100	100	100	100
2060	55TH AVE	ALOHA DR	LEILANI DR	604.9	0.115	0.229	2	N	N	Flexible	Local	01/31/2025	Asphalt	71.1	Satisfactory	100	100	72	100	100	100	100	98	100	100	100	99	100	100	100	100	100	100	100	100
2070	55TH AVE	LEILANI DR	PALI WAY	583.7	0.111	0.221	2	N	N	Flexible	Local	01/31/2025	Asphalt	68.4	Fair	100	100	74	100	100	100	100	98	100	100	98	97	100	95	100	100	100	100	100	100
2080	55TH AVE	PALI WAY	END	2270.8	0.430	0.860	2	N	N	Flexible	Local	01/31/2025	Asphalt	70.1	Satisfactory	100	100	73	100	100	100	100	99	100	100	99	94	100	100	100	100	100	100	100	100
1540	58TH AVE	GULF BLVD	2ND ST E	448.3	0.085	0.170	2	N	N	Flexible	Local	01/30/2025	Asphalt	86.6	Good	100	100	98	100	100	100	100	100	100	89	100	100	100	100	100	100	100	100	100	
1550	58TH AVE	2ND ST E	END	125.0	0.024	0.047	2	N	N	Flexible	Local	01/30/2025	Asphalt	75.8	Satisfactory	100	100	80	100	100	100	100	98	100	100	97	100	100	100	100	100	100	100	100	100
1610	59TH AVE	GULF BLVD	2ND ST E	431.3	0.082	0.163	2	N	N	Flexible	Local	01/30/2025	Asphalt	71.6	Satisfactory	100	100	77	100	100	100	100	98	100	100	98	93	100	100	100	100	100	100	100	100
1620	59TH AVE	2ND ST E	BIMINI WAY N	525.7	0.100	0.199	2	N	N	Flexible	Local	01/30/2025	Asphalt	63.7	Fair	94	100	84	100	100	100	100	93	100	100	82	96	100	100	100	100	100	100	100	100
1630	59TH AVE	BIMINI WAY N	BIMINI WAY S	485.5	0.092	0.184	2	N	N	Flexible	Local	01/30/2025	Asphalt	47.1	Poor	85	100	78	100	100	100	100	87	100	100	89	73	100	100	100	100	100	100	100	100
1640	59TH AVE	BIMINI WAY S	BALI WAY S	479.1	0.091	0.181	2	N	N	Flexible	Local	01/30/2025	Asphalt	55.0	Poor	85	100	88	100	100	100	100	88	100	100	82	82	100	100	100	100	100	100	100	100
1650	59TH AVE	BAHAMA WAY S	BAHAMA WAY N	475.7	0.090	0.180	2	N	N	Flexible	Local	01/30/2025	Asphalt	50.8	Poor	92	100	93	100	100	100	100	94	100	100	75	70	100	100	100	100	100	100	100	100
1660	59TH AVE	BAHAMA WAY N	BALAO WAY N	484.5	0.092	0.184	2	N	N	Flexible	Local	01/30/2025	Asphalt	64.9	Fair	90	100	100	100	100	100	100	94	100	100	77	86	100	100	100	100	100	100	100	100
1670	59TH AVE	BALAO WAY N	BAHIA HONDA WAY S	487.1	0.092	0.185	2	N	N	Flexible	Local	01/30/2025	Asphalt	73.0	Satisfactory	100	100	100	100	100	100	100	98	100	100	77	93	100	100	100	100	100	100	100	100
1680	59TH AVE	BAHIA HONDA WAY S	BAHIA WAY N	545.0	0.103	0.206	2	N	N	Flexible	Local	01/30/2025	Asphalt	73.7	Satisfactory	99	100	100	100	100	100	100	97	100	100	82	88	100	100	100	100	100	100	100	100
4490	5TH AVE	GULF WAY	PASS A GRILLE WAY	484.5	0.092	0.184	2	N	N	Flexible	Local	01/31/2025	Asphalt	90.3	Good	95	100	100	100	100	100	100	100	100	100	95	99	100	100	100	100	100	100	100	100
1590	60TH AVE	END	2ND ST E	262.9	0.050	0.100	2	N	N	Flexible	Local	01/30/2025	Asphalt	98.0	Good	100	100	100	100	100	100	100	100	100	100	98	100	100	100	100	100	100	100	100	100
1600	60TH AVE	2ND ST E	END	136.9	0.026	0.052	2	N	N	Flexible	Local	01/30/2025	Asphalt	86.2	Good	100	100	100	100	100	100	100	100	100	100	97	89	100	100	100	100	100	100	100	100
1370	64TH AVE	SUNSET WAY	GULF BLVD	396.5	0.075	0.150	2	N	N	Flexible	Local	01/30/2025	Asphalt	65.1	Fair	100	100	78	100	100	100	100	100	100	93	83	100	100	100	100	100	100	100	100	100
1380	64TH AVE	GULF BLVD	GULF WINDS DR	280.1	0.053	0.106	2	N	N	Flexible	Local	01/30/2025	Asphalt	58.3	Fair	100	100	65	100	100	100	100	100	100	87	95	100	100	100	100	100	100	100	100	100
1390	64TH AVE	GULF WINDS DR	BAY ST	261.1	0.049	0.099	2	N	N	Flexible	Local	01/30/2025	Asphalt	87.7	Good	100	100	100	100	100	100	100	100	100	88	100	100	100	100	100	100	100	100	100	100
1400	64TH AVE	BAY ST	1ST PALM POINT ST	398.8	0.076	0.151	2	N	N	Flexible	Local	01/30/2025	Asphalt	89.4	Good	100	100	100	100	100	100	100	100	100	93	93	100	100	100	100	100	100	100	100	100
1410	64TH AVE	1ST PALM POINT ST	2ND PALM POINT ST	675.6	0.128	0.256	2	N	N	Flexible	Local	01/30/2025	Asphalt	78.3	Satisfactory	100	100	100	100	100	100	100	100	100	88	87	100	100	100	100	100	100	100	100	100
1420	64TH AVE	2ND PALM POINT ST	3RD PALM POINT ST	600.8	0.114	0.228	2	N	N	Flexible	Local	01/30/2025	Asphalt	65.2	Fair	98	100	100	100	100	100	100	98	100	100	73	88	100	100	100	97	100	100	100	100
1430	64TH AVE	3RD PALM POINT ST	4TH PALM POINT ST	600.1	0.114	0.227	2	N	N	Flexible	Local	01/30/2025	Asphalt	63.2	Fair	99	100	100	100	100	100	100	99	100	100	74	78	100	100	100	100	100	100	100	100
1440	64TH AVE	4TH PALM POINT ST	END	510.5	0.097																														

Appendix B Street Listing

Section No	Street Name	From Street	To Street	Length (ft)	Length (mi)	Lane-MI	Lanes	Oneway	Divided	PaveType	Fun. Class	Survey Date	PCI Rating System	PCI	PCI RANGE	Alg	Bld	BCr	B_S	Cor	Dpr	ECr	RCr	LSD	LTC	P_U	PAG	Pot	RRC	Rut	Shv	SCR	Swl	Rvl	Wth		
650	77TH AVE	BOCA CIEGA DR	BLIND PASS RD	507.1	0.096	0.192	2	N	N	Flexible	Local	01/30/2025	Asphalt	66.1	Fair	100	100	93	100	100	100	100	100	100	87	85	100	100	100	100	100	100	100	100	100	100	
660	77TH AVE	BLIND PASS RD	GULF BLVD	460.8	0.087	0.175	2	N	N	Flexible	Local	01/30/2025	Asphalt	42.7	Poor	83	100	75	100	100	100	100	100	100	100	88	69	100	100	100	100	96	100	100	100	100	
670	77TH AVE	GULF BLVD	COQUINA WAY	454.0	0.086	0.172	2	N	N	Flexible	Local	01/30/2025	Asphalt	87.2	Good	100	100	100	100	100	100	100	100	100	100	93	94	100	100	100	100	100	100	100	100	100	
680	77TH AVE	COQUINA WAY	END	371.5	0.070	0.141	2	N	N	Flexible	Local	01/30/2025	Asphalt	54.1	Poor	96	100	100	100	100	100	100	92	100	100	83	62	100	100	100	100	100	100	100	100	100	
640	78TH AVE	BLIND PASS RD	BOCA CIEGA DR	502.5	0.095	0.190	2	N	N	Flexible	Local	01/30/2025	Asphalt	61.3	Fair	96	100	100	100	100	100	100	100	100	100	87	89	100	100	100	100	77	100	100	100	100	
690	78TH AVE	END	COQUINA WAY	368.2	0.070	0.139	2	N	N	Flexible	Local	01/30/2025	Asphalt	65.0	Fair	92	100	100	100	100	100	100	87	100	100	80	84	100	100	100	100	100	100	100	100	100	
700	78TH AVE	COQUINA WAY	GULF BLVD	450.2	0.085	0.171	2	N	N	Flexible	Local	01/30/2025	Asphalt	93.2	Good	100	100	100	100	100	100	100	100	100	100	93	100	100	100	100	100	100	100	100	100	100	
710	78TH AVE	GULF BLVD	BLIND PASS RD	459.8	0.087	0.174	2	N	N	Flexible	Local	01/30/2025	Asphalt	66.2	Fair	88	100	100	100	100	100	100	91	100	100	80	88	100	100	100	100	100	100	100	100	100	
550	79TH AVE	BOCA CIEGA DR	BLIND PASS RD	503.8	0.095	0.191	2	N	N	Flexible	Local	01/30/2025	Asphalt	60.4	Fair	93	100	100	100	100	100	100	99	100	100	73	88	100	100	100	100	95	100	100	100	100	
600	79TH AVE	END	COQUINA WAY	156.6	0.030	0.059	2	N	N	Flexible	Local	01/30/2025	Asphalt	63.9	Fair	100	100	100	100	100	100	100	89	100	100	80	75	100	100	100	100	100	100	100	100	100	
610	79TH AVE	COQUINA WAY	COQUINA WAY	199.9	0.038	0.076	2	N	N	Flexible	Local	01/30/2025	Asphalt	68.4	Fair	100	100	100	100	100	100	100	100	100	100	86	75	100	100	100	100	100	100	100	100	100	
620	79TH AVE	COQUINA WAY	GULF BLVD	447.8	0.085	0.170	2	N	N	Flexible	Local	01/30/2025	Asphalt	71.9	Satisfactory	100	100	100	100	100	100	100	97	100	100	82	83	100	100	100	100	100	100	100	100	100	100
630	79TH AVE	GULF BLVD	BLIND PASS RD	469.6	0.089	0.178	2	N	N	Flexible	Local	01/30/2025	Asphalt	72.0	Satisfactory	92	100	100	100	100	100	100	99	100	100	84	86	100	100	100</							



CITY OF ST. PETE BEACH 2025 PAVEMENT NETWORK PRESENT STATUS SUMMARY REPORT - DRAFT

Appendix B Street Listing

Table B.1: Street Listing

Section No	Street Name	From Street	To Street	Length (ft)	Length (mi)	Lane-Mi	Lanes	Oneway	Divided	PaveType	Fun. Class	Survey Date	PCI Rating System	PCI	PCI RANGE	Alg	Bld	BCr	B_S	Cor	Dpr	ECr	RCr	LSD	LTC	P_U	PAg	Pot	RRC	Rut	Shv	SCr	Swl	Rvl	Wth
1790	BIKINI WAY S	END	59TH AVE	227.6	0.043	0.086	2	N	N	Flexible	Local	01/30/2025	Asphalt	61.9	Fair	100	100	80	100	100	100	96	100	100	76	100	100	100	100	100	100	100	100	100	100
1820	BIMINI WAY N	59TH AVE	END	228.7	0.043	0.087	2	N	N	Flexible	Local	01/30/2025	Asphalt	56.2	Fair	86	100	100	100	100	100	98	100	100	68	100	100	100	100	89	100	100	100	100	100
1810	BIMINI WAY S	END	59TH AVE	178.7	0.034	0.068	2	N	N	Flexible	Local	01/30/2025	Asphalt	71.8	Satisfactory	93	100	100	100	100	100	100	100	100	76	96	100	100	100	95	100	100	100	100	100
10	BLIND PASS RD	75TH AVE	COREY AVE	301.2	0.057	0.114	2	N	N	Flexible	Minor Arterial	01/30/2025	Asphalt	88.9	Good	100	100	100	100	100	100	100	100	100	93	92	100	100	100	100	100	100	100	100	100
20	BLIND PASS RD	COREY AVE	73RD AVE	279.6	0.053	0.106	2	N	N	Flexible	Minor Arterial	01/30/2025	Asphalt	100.0	Good	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
30	BLIND PASS RD	73RD AVE	72ND AVE	277.0	0.052	0.105	2	N	N	Flexible	Minor Arterial	01/30/2025	Asphalt	89.2	Good	100	100	100	100	100	100	100	100	100	100	89	100	100	100	100	100	100	100	100	100
40	BLIND PASS RD	72ND AVE	71ST AVE	277.4	0.053	0.105	2	N	N	Flexible	Minor Arterial	01/30/2025	Asphalt	100.0	Good	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
50	BLIND PASS RD	71ST AVE	70TH AVE	255.0	0.048	0.097	2	N	N	Flexible	Minor Arterial	01/30/2025	Asphalt	95.2	Good	100	100	100	100	100	100	100	100	100	95	100	100	100	100	100	100	100	100	100	100
60	BLIND PASS RD	70TH AVE	68TH AVE & GULF BLVD	680.4	0.129	0.258	2	N	N	Flexible	Minor Arterial	01/30/2025	Asphalt	87.4	Good	100	100	100	100	100	100	100	100	100	97	95	100	100	100	94	100	100	100	100	100
1880	BOCA CIEGA DR	70TH AVE	71ST AVE	361.4	0.068	0.137	2	N	N	Flexible	Collector	01/30/2025	Asphalt	56.8	Fair	74	100	100	100	100	100	90	100	100	80	95	100	100	100	95	100	100	100	100	100
1890	BOCA CIEGA DR	71ST AVE	72ND AVE	262.8	0.050	0.100	2	N	N	Flexible	Collector	01/30/2025	Asphalt	68.8	Fair	96	100	100	100	100	100	100	100	100	79	100	100	100	100	79	100	100	100	100	100
1900	BOCA CIEGA DR	72ND AVE	73RD AVE	281.4	0.053	0.107	2	N	N	Flexible	Collector	01/30/2025	Asphalt	58.4	Fair	100	100	100	100	100	100	100	100	100	84	86	100	100	100	69	100	100	100	100	100
1910	BOCA CIEGA DR	73RD AVE	COREY AVE	280.3	0.053	0.106	2	N	N	Flexible	Collector	01/30/2025	Asphalt	65.8	Fair	93	100	100	100	100	100	100	100	100	83	88	100	100	100	94	100	100	100	100	100
1920	BOCA CIEGA DR	COREY AVE	75TH AVE	295.4	0.056	0.112	2	N	N	Flexible	Collector	01/30/2025	Asphalt	89.8	Good	100	100	100	100	100	100	100	100	100	96	100	100	100	100	93	100	100	100	100	100
1930	BOCA CIEGA DR	75TH AVE	76TH AVE	296.8	0.056	0.112	2	N	N	Flexible	Local	01/30/2025	Asphalt	47.2	Poor	51	100	100	100	100	100	96	100	100	81	100	100	100	100	100	100	100	100	100	100
1940	BOCA CIEGA DR	76TH AVE	77TH AVE	283.2	0.054	0.107	2	N	N	Flexible	Local	01/30/2025	Asphalt	62.5	Fair	88	100	100	100	100	100	98	100	100	80	81	100	100	100	91	100	100	100	100	100
1950	BOCA CIEGA DR	77TH AVE	78TH AVE	350.8	0.066	0.133	2	N	N	Flexible	Local	01/30/2025	Asphalt	85.2	Good	94	100	100	100	100	100	100	100	100	97	98	100	100	100	91	100	100	100	100	100
1960	BOCA CIEGA DR	78TH AVE	79TH AVE	322.9	0.061	0.122	2	N	N	Flexible	Local	01/30/2025	Asphalt	47.4	Poor	65	100	100	100	100	100	100	100	100	77	82	100	100	100	94	100	100	100	100	100
1970	BOCA CIEGA DR	79TH AVE	80TH AVE	310.9	0.059	0.118	2	N	N	Flexible	Local	01/30/2025	Asphalt	55.9	Fair	74	100	100	100	100	100	100	100	100	75	85	100	100	100	100	100	100	100	100	100
1980	BOCA CIEGA DR	80TH AVE	81ST AVE	308.9	0.059	0.117	2	N	N	Flexible	Local	01/30/2025	Asphalt	60.6	Fair	100	100	86	100	100	100	98	100	100	84	90	100	100	100	87	100	100	100	100	100
1990	BOCA CIEGA DR	81ST AVE	82ND AVE	259.8	0.049	0.098	2	N	N	Flexible	Local	01/30/2025	Asphalt	75.7	Satisfactory	100	100	85	100	100	100	100	100	100	86	100	100	100	100	100	100	100	100	100	100
2000	BOCA CIEGA DR	82ND AVE	83RD AVE	259.8	0.049	0.098	2	N	N	Flexible	Local	01/30/2025	Asphalt	63.4	Fair	100	100	66	100	100	100	100	100	100	100	93	100	100	100	100	100	100	100	100	100
2010	BOCA CIEGA DR	83RD AVE	84TH AVE	257.9	0.049	0.098	2	N	N	Flexible	Local	01/30/2025	Asphalt	54.8	Poor	100	100	60	100	100	100	100	100	100	99	83	100	100	100	100	100	100	100	100	100
2020	BOCA CIEGA DR	84TH AVE	85TH AVE	260.8	0.049	0.099	2	N	N	Flexible	Local	01/30/2025	Asphalt	50.3	Poor	99	100	59	100	100	100	98	100	100	95	83	100	100	100	100	100	100	100	100	100
2030	BOCA CIEGA DR	85TH AVE	87TH AVE	525.3	0.099	0.199	2	N	N	Flexible	Local	01/30/2025	Asphalt	71.8	Satisfactory	96	100	100	100	100	100	95	100	100	88	88	100	97	100	96	100	100	100	100	100
2040	BOCA CIEGA DR	87TH AVE	END	268.7	0.051	0.102	2	N	N	Flexible	Local	01/30/2025	Asphalt	62.9	Fair	99	100	100	100	100	100	85	100	100	90	100	100	100	100	76	100	100	100	100	100
2220	BOCA CIEGA ISLE DR	46TH AVE	END	72.2	0.014	0.027	2	N	N	Flexible	Local	01/30/2025	Asphalt	100.0	Good	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
2230	BOCA CIEGA ISLE DR	END	SILVER DR	2594.0	0.491	0.983	2	N	N	Flexible	Local	01/30/2025	Asphalt	96.1	Good	100	100	100	100	100	100	100	100	100	97	100	100	100	100	99	100	100	100	100	100
2240	BOCA CIEGA ISLE DR	SILVER DR	END	860.6	0.163	0.326	2	N	N	Flexible	Local	01/30/2025	Asphalt	94.8	Good	100	100	100	100	100	100	100	100	100	95	100	100	100	100	100	100	100	100	100	100
3050	CABRILLO AVE	PASS A GRILLE WAY	CASABLANCA AVE	151.6	0.029	0.057	2	N	N	Flexible	Local	01/31/2025	Asphalt	100.0	Good	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
3290	CABRILLO AVE	END	PASS A GRILLE WAY	294.5	0.056	0.112	2	N	N	Flexible	Local	01/31/2025	Asphalt	70.2	Satisfactory	97	100	74	100	100	100	97	100	100	96	100	100	100	100	100	100	100	100	100	100
370	CAPTIVA CIR	BLIND PASS RD	BLIND PASS RD	1428.9	0.271	0.271	1	Y	N	Flexible	Local	01/30/2025	Asphalt	62.8	Fair	97	100	100	100	100	100	100	100	100	91	100	100	100	100	67	100	100	100	100	100
3060	CASABLANCA AVE	CABRILLO AVE	W MARITANA DR	475.8	0.090	0.180	2	N	N	Flexible	Local	01/31/2025	Asphalt	62.5	Fair	95	100	88	100	100	100	100	100	100	84	95	100	100	100	90	100	100	100	100	100
3070	CASABLANCA AVE	W MARITANA DR	E DE BAZAN AVE	283.9	0.054	0.108	2	N	N	Flexible	Local	01/31/2025	Asphalt	41.7	Poor	43	100	68	100	100	100	100	100	100	93	100	90	100	72	100	100	100	100	100	
3080	CASABLANCA AVE	E DE BAZAN AVE	35TH AVE	284.5	0.054	0.108	2	N	N	Flexible	Local	01/31/2025	Asphalt	54.5	Poor	72	100	100	100	100	100	100	100	100	89	99	100	100	100	81	100	100	100	100	100
3090	CASABLANCA AVE	35TH AVE	36TH AVE	617.1	0.117	0.234	2	N	N	Flexible	Local	01/31/2025	Asphalt	78.9	Satisfactory	90	100	100	100	100	100	100	100	100	91	100	100	100	100	94	100	100	100	100	100
3100	CASABLANCA AVE	36TH AVE	37TH AVE	499.4	0.095	0.189	2	N	N	Flexible	Local	01/31/2025	Asphalt	92.2	Good	99	100	100	100	100	100	100	100	100	98	95	100	100	100	100	100	100	100	100	100
2720	CLEARVIEW WAY	BELLE POINT DR	39TH AVE	262.1	0.050	0.099	2	N	N	Flexible	Local	01/30/2025	Asphalt	87.4	Good	100	100	100	100	100	100	100	100	100	87	100	100	100	100	100	100	100	100	100	100
2730	CLEARVIEW WAY	39TH AVE	BELLE VISTA DR E	302.0	0.057	0.114	2	N	N	Flexible	Local	01/30/2025	Asphalt	73.2	Satisfactory	100	100	73	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
580	COQUINA WAY	END	80TH AVE	532.1	0.101	0.202	2	N	N	Flexible	Local	01/30/2025	Asphalt	49.3	Poor	91	100	86	100	100	100	97	100	100	69	82	100	97	100	100	100	100	100	100	100
590	COQUINA WAY	80TH AVE	79TH AVE	258.2	0.049	0.098	2	N	N	Flexible	Local	01/30/2025	Asphalt	55.7	Fair	100	100	87	100	100	100	100													

CITY OF ST. PETE BEACH 2025 PAVEMENT NETWORK PRESENT STATUS SUMMARY REPORT - DRAFT

Appendix B Street Listing

Table B.1: Street Listing

Section No	Street Name	From Street	To Street	Length (ft)	Length (mi)	Lane-Mi	Lanes	Oneway	Divided	PaveType	Fun. Class	Survey Date	PCI Rating System	PCI	PCI RANGE	Alg	Bld	BCr	B_S	Cor	Dpr	ECr	RCr	LSD	LTC	P_U	PAg	Pot	RRC	Rut	Shv	SCr	Swl	Rvl	Wth
240	GULF BLVD	80TH AVE	80TH WAY	263.1	0.050	0.100	2	N	N	Flexible	Local	01/30/2025	Asphalt	53.5	Poor	92	100	63	100	100	100	100	100	100	80	100	100	100	100	100	100	100	100	100	
250	GULF BLVD	80TH WAY	81ST AVE	275.0	0.052	0.104	2	N	N	Flexible	Local	01/30/2025	Asphalt	53.3	Poor	84	100	67	100	100	100	100	100	100	88	93	100	100	100	100	100	100	100	100	
260	GULF BLVD	81ST AVE	82ND AVE	274.6	0.052	0.104	2	N	N	Flexible	Local	01/30/2025	Asphalt	48.7	Poor	84	100	62	100	100	100	100	100	100	84	89	100	100	100	100	100	100	100	100	
270	GULF BLVD	82ND AVE	84TH AVE	554.0	0.105	0.210	2	N	N	Flexible	Local	01/30/2025	Asphalt	49.2	Poor	81	100	61	100	100	100	100	100	100	90	95	100	100	100	100	100	100	100	100	
280	GULF BLVD	84TH AVE	85TH AVE	260.4	0.049	0.099	2	N	N	Flexible	Local	01/30/2025	Asphalt	57.8	Fair	95	100	73	100	100	100	100	100	100	80	100	100	100	100	100	100	100	100	100	
290	GULF BLVD	85TH AVE	86TH AVE	275.2	0.052	0.104	2	N	N	Flexible	Local	01/30/2025	Asphalt	68.5	Fair	100	100	100	100	100	100	100	100	100	69	100	100	100	100	100	100	100	100	100	
300	GULF BLVD	86TH AVE	87TH AVE	290.9	0.055	0.110	2	N	N	Flexible	Local	01/30/2025	Asphalt	54.6	Poor	91	100	75	100	100	100	100	100	100	79	100	100	100	100	100	100	100	100	100	
310	GULF BLVD	87TH AVE	88TH AVE	290.2	0.055	0.110	2	N	N	Flexible	Local	01/30/2025	Asphalt	59.5	Fair	100	100	72	100	100	100	100	100	100	85	100	100	100	100	100	100	100	100	100	
320	GULF BLVD	88TH AVE	89TH AVE	281.4	0.053	0.107	2	N	N	Flexible	Local	01/30/2025	Asphalt	60.7	Fair	99	100	83	100	100	100	100	100	100	73	100	100	100	100	100	100	100	100	100	
330	GULF BLVD	89TH AVE	90TH AVE	279.2	0.053	0.106	2	N	N	Flexible	Local	01/30/2025	Asphalt	56.8	Fair	100	100	79	100	100	100	100	100	100	76	100	100	100	100	100	100	100	100	100	
340	GULF BLVD	90TH AVE	93RD AVE	1025.7	0.194	0.389	2	N	N	Flexible	Local	01/30/2025	Asphalt	57.9	Fair	98	100	60	100	100	100	100	100	100	96	98	100	100	100	100	100	100	100	100	
350	GULF BLVD	93RD AVE	END	106.6	0.020	0.040	2	N	N	Flexible	Local	01/30/2025	Asphalt	48.1	Poor	74	100	57	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	
3600	GULF WAY	22ND AVE	21ST AVE	271.0	0.051	0.051	1	Y	N	Flexible	Local	01/31/2025	Asphalt	52.0	Poor	62	100	85	100	100	100	100	100	100	84	100	100	100	100	100	100	100	100	100	
3610	GULF WAY	21ST AVE	20TH AVE	261.3	0.049	0.099	2	N	N	Flexible	Local	01/31/2025	Asphalt	27.8	Very Poor	35	100	83	100	100	100	100	100	100	99	100	100	100	100	100	100	100	100	100	
3620	GULF WAY	20TH AVE	19TH AVE	265.7	0.050	0.101	2	N	N	Flexible	Local	01/31/2025	Asphalt	27.9	Very Poor	38	100	74	100	100	100	100	100	100	88	88	100	100	100	100	100	100	100	100	
3630	GULF WAY	19TH AVE	18TH AVE	265.7	0.050	0.101	2	N	N	Flexible	Local	01/31/2025	Asphalt	20.6	Serious	37	100	76	100	100	100	100	100	100	79	89	100	100	100	100	100	100	100	100	
3640	GULF WAY	18TH AVE	17TH AVE	265.6	0.050	0.101	2	N	N	Flexible	Local	01/31/2025	Asphalt	26.8	Very Poor	39	100	100	100	100	100	100	100	100	72	100	100	100	100	100	100	100	100	100	
3650	GULF WAY	17TH AVE	16TH AVE	261.6	0.050	0.099	2	N	N	Flexible	Local	01/31/2025	Asphalt	26.5	Very Poor	41	100	63	100	100	100	100	100	100	97	99	100	100	100	100	100	100	100	100	
3660	GULF WAY	16TH AVE	15TH AVE	312.7	0.059	0.118	2	N	N	Flexible	Local	01/31/2025	Asphalt	31.1	Very Poor	54	100	65	100	100	100	100	100	100	94	100	100	100	100	100	100	100	100	100	
3670	GULF WAY	15TH AVE	14TH AVE	268.9	0.051	0.102	2	N	N	Flexible	Local	01/31/2025	Asphalt	21.3	Serious	43	100	66	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	
3680	GULF WAY	14TH AVE	13TH AVE	257.6	0.049	0.098	2	N	N	Flexible	Local	01/31/2025	Asphalt	18.8	Serious	41	100	63	100	100	100	100	100	100	96	100	100	100	100	100	100	100	100	100	
3690	GULF WAY	13TH AVE	12TH AVE	247.4	0.047	0.094	2	N	N	Flexible	Local	01/31/2025	Asphalt	44.2	Poor	64	100	66	100	100	100	100	100	100	82	100	100	100	100	100	100	100	100	100	
3700	GULF WAY	12TH AVE	11TH AVE	262.4	0.050	0.099	2	N	N	Flexible	Local	01/31/2025	Asphalt	28.9	Very Poor	44	100	61	100	100	100	100	100	100	97	98	100	100	100	100	100	100	100	100	
3710	GULF WAY	11TH AVE	10TH AVE	269.1	0.051	0.102	2	N	N	Flexible	Local	01/31/2025	Asphalt	40.7	Poor	54	100	79	100	100	100	100	100	100	79	100	100	100	100	100	100	100	100	100	
3720	GULF WAY	10TH AVE	9TH AVE	127.4	0.024	0.048	2	N	N	Flexible	Local	01/31/2025	Asphalt	48.6	Poor	75	100	61	100	100	100	100	100	100	86	100	100	100	100	100	100	100	100	100	
3730	GULF WAY	9TH AVE	8TH AVE	287.9	0.055	0.109	2	N	N	Flexible	Local	01/31/2025	Asphalt	32.6	Very Poor	61	100	60	100	100	100	100	100	100	95	99	100	100	100	100	100	100	100	100	
3740	GULF WAY	8TH AVE	7TH AVE	264.8	0.050	0.100	2	N	N	Flexible	Local	01/31/2025	Asphalt	42.2	Poor	47	100	100	100	100	100	100	100	100	73	100	100	100	100	100	100	100	100	100	
3750	GULF WAY	7TH AVE	6TH AVE	266.1	0.050	0.101	2	N	N	Flexible	Local	01/31/2025	Asphalt	48.0	Poor	68	100	72	100	100	100	100	100	100	90	87	100	100	100	100	100	100	100	100	
3760	GULF WAY	6TH AVE	5TH AVE	155.9	0.030	0.059	2	N	N	Flexible	Local	01/31/2025	Asphalt	42.5	Poor	67	100	58	100	100	100	100	100	100	100	92	100	100	100	100	100	100	100	100	100
3770	GULF WAY	5TH AVE	4TH AVE	264.2	0.050	0.100	2	N	N	Flexible	Local	01/31/2025	Asphalt	52.8	Poor	84	100	100	100	100	100	100	100	100	79	71	100	100	100	100	100	100	100	100	
3780	GULF WAY	4TH AVE	3RD AVE	264.7	0.050	0.100	2	N	N	Flexible	Local	01/31/2025	Asphalt	76.7	Satisfactory	87	100	91	100	100	100	100	100	100	92	98	100	100	100	100	100	100	100	100	
3790	GULF WAY	3RD AVE	2ND AVE	267.5	0.051	0.101	2	N	N	Flexible	Local	01/31/2025	Asphalt	51.1	Poor	83	100	88	100	100	100	100	100	100	76	100	100	100	100	100	100	100	100	100	
3800	GULF WAY	2ND AVE	1ST AVE	262.1	0.050	0.099	2	N	N	Flexible	Local	01/31/2025	Asphalt	25.7	Very Poor	53	100	100	100	100	100	100	100	100	67	98	100	100	100	100	100	100	100	100	
1830	GULF WINDS DR	GULF BLVD	2ND ST E	512.1	0.097	0.194	2	N	N	Flexible	Collector	01/30/2025	Asphalt	59.7	Fair	82	100	77	100	100	100	100	100	100	96	100	100	100	100	100	100	100	100	100	
1840	GULF WINDS DR	2ND ST E	64TH AVE	546.0	0.103	0.207	2	N	N	Flexible	Collector	01/30/2025	Asphalt	48.3	Poor	83	100	61	100	100	100	100	100	100	95	100	100	100	100	100	100	100	100	100	
1850	GULF WINDS DR	64TH AVE	67TH AVE	782.9	0.148	0.297	2	N	N	Flexible	Collector	01/30/2025	Asphalt	66.8	Fair	97	100	100	100	100	100	100	100	100	71	94	100	100	100	100	100	100	100	100	
1860	GULF WINDS DR	67TH AVE	BAY ST	612.2	0.116	0.232	2	N	N	Flexible	Collector	01/30/2025	Asphalt	57.2	Fair	100	100	81	100	100	100	100	100	100	77	91	100	100	100	100	100	100	100	100	
1870	GULF WINDS DR	BAY ST	70TH AVE	291.4	0.055	0.110	2	N	N	Flexible	Collector	01/30/2025	Asphalt	92.7	Good	100	100	100	100	100	100	100	100	100	99	100	100	100	100	100	100	100	100	100	
4750	HERMOSITA DR	END	W VINA DEL MAR BLVD	1777.9	0.337	0.673	2	N	N	Flexible	Local	01/31/2025	Asphalt	74.1	Satisfactory	99	100	89	100	100	100	100	100	100	85	96	100	100	100	100	100	100	100	100	
2590	HOLLAND DR	END	41ST AVE	730.2	0.138	0.277	2	N	N	Flexible	Local	01/30/2025	Asphalt	72.4	Satisfactory	100	100	76	100	100	100	100	100	100	95	99	100	100	100	100	100	100	100	100	
4770	HUGHES PL	E VINA DEL MAR BLVD	W VINA DEL MAR BLVD	276.2	0.052	0.105	2	N	N	Flexible	Local	01/31/2025	Asphalt	72.4	Satisfactory	100	100	73	100	100	100	100	100	100	96	100	100	100	100	100	100	100	100	100	
4800	ISLE DR	N ISLE DR	ALTON DR	717.6	0.136	0.272	2	N	N	Flexible	Local	01/31/2025	Asphalt	72.7	Satisfactory	99	100	88	100	100	100	100	100	100	90	96	100	100	100	100	100	100	100	100	

CITY OF ST. PETE BEACH 2025 PAVEMENT NETWORK PRESENT STATUS SUMMARY REPORT - DRAFT

Appendix B Street Listing

Table B.1: Street Listing

Section No	Street Name	From Street	To Sreet	Length (ft)	Length (mi)	Lane-Mi	Lanes	Oneway	Divided	PaveType	Fun. Class	Survey Date	PCI Rating System	PCI	PCI RANGE	Alg	Bld	BCr	B_S	Cor	Dpr	ECr	RCr	LSD	LTC	P_U	PAG	Pot	RRC	Rut	Shv	SCR	Swl	Rvl	Wth
4030	PASS A GRILLE WAY	21ST AVE	22ND AVE	263.7	0.050	0.100	2	N	N	Flexible	Collector	01/31/2025	Asphalt	96.9	Good	100	100	100	100	100	100	100	100	100	97	100	100	100	100	100	100	100	100	100	
4040	PASS A GRILLE WAY	22ND AVE	23RD AVE	244.8	0.046	0.093	2	N	N	Flexible	Collector	01/31/2025	Asphalt	100.0	Good	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100		
4050	PASS A GRILLE WAY	23RD AVE	24TH AVE	268.8	0.051	0.102	2	N	N	Flexible	Collector	01/31/2025	Asphalt	84.9	Satisfactory	100	100	100	100	100	100	100	100	100	100	98	100	100	100	86	100	100	100		
4060	PASS A GRILLE WAY	24TH AVE	25TH AVE	258.1	0.049	0.098	2	N	N	Flexible	Collector	01/31/2025	Asphalt	100.0	Good	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100		
4070	PASS A GRILLE WAY	25TH AVE	26TH AVE	251.4	0.048	0.095	2	N	N	Flexible	Collector	01/31/2025	Asphalt	86.8	Good	100	100	100	100	100	100	100	100	100	100	100	100	100	100	87	100	100	100		
4080	PASS A GRILLE WAY	26TH AVE	27TH AVE	266.0	0.050	0.101	2	N	N	Flexible	Collector	01/31/2025	Asphalt	80.8	Satisfactory	100	100	100	100	100	100	100	100	100	100	100	100	100	100	81	100	100	100		
4090	PASS A GRILLE WAY	27TH AVE	28TH AVE	268.1	0.051	0.102	2	N	N	Flexible	Collector	01/31/2025	Asphalt	72.6	Satisfactory	100	100	100	100	100	100	100	100	100	100	100	100	100	73	100	100	100			
4100	PASS A GRILLE WAY	28TH AVE	29TH AVE	499.3	0.095	0.189	2	N	N	Flexible	Collector	01/31/2025	Asphalt	96.2	Good	100	100	100	100	100	100	100	100	100	100	100	100	100	96	100	100	100			
4110	PASS A GRILLE WAY	29TH AVE	30TH AVE	502.2	0.095	0.190	2	N	N	Flexible	Collector	01/31/2025	Asphalt	82.8	Satisfactory	100	100	100	100	100	100	100	100	100	100	100	100	83	100	100	100				
4120	PASS A GRILLE WAY	30TH AVE	31ST AVE	188.6	0.036	0.071	2	N	N	Flexible	Collector	01/31/2025	Asphalt	95.3	Good	100	100	100	100	100	100	100	100	100	100	100	100	95	100	100	100				
4130	PASS A GRILLE WAY	31ST AVE	32ND AVE	397.0	0.075	0.150	2	N	N	Flexible	Collector	01/31/2025	Asphalt	100.0	Good	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100			
4140	PASS A GRILLE WAY	32ND AVE	CABRILLO AVE	181.2	0.034	0.069	2	N	N	Flexible	Collector	01/31/2025	Asphalt	100.0	Good	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100			
4150	PASS A GRILLE WAY	CABRILLO AVE	CABRILLO AVE	101.8	0.019	0.039	2	N	N	Flexible	Collector	01/31/2025	Asphalt	100.0	Good	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100			
4160	PASS A GRILLE WAY	CABRILLO AVE	EL CENTRO ST	253.0	0.048	0.096	2	N	N	Flexible	Collector	01/31/2025	Asphalt	92.3	Good	100	100	100	100	100	100	100	100	100	100	100	100	92	100	100	100				
4170	PASS A GRILLE WAY	EL CENTRO ST	W MARITANA DR	188.6	0.036	0.071	2	N	N	Flexible	Collector	01/31/2025	Asphalt	86.5	Good	100	100	87	100	100	100	100	100	100	100	100	100	100	100	100	100	100			
4180	PASS A GRILLE WAY	W MARITANA DR	35TH AVE	578.3	0.110	0.219	2	N	N	Flexible	Collector	01/31/2025	Asphalt	69.8	Fair	97	100	92	100	100	100	100	100	100	88	98	100	100	85	100	100	100			
2250	PLAZA WAY	46TH AVE	LIDO DR	324.9	0.062	0.123	2	N	N	Flexible	Local	01/30/2025	Asphalt	71.3	Satisfactory	100	100	72	100	100	100	100	100	100	99	100	100	100	100	100	100	100			
2300	PLAZA WAY	LIDO DR	45TH AVE	298.7	0.057	0.113	2	N	N	Flexible	Local	01/30/2025	Asphalt	69.5	Fair	100	100	72	100	100	100	97	100	100	100	96	100	100	100	100	100	100			
2680	POINSETTIA DR	42ND AVE	41ST AVE	303.6	0.058	0.115	2	N	N	Flexible	Local	01/30/2025	Asphalt	91.6	Good	100	100	100	100	100	100	100	100	100	92	100	100	100	100	100	100	100			
2690	POINSETTIA DR	41ST AVE	40TH AVE	310.8	0.059	0.118	2	N	N	Flexible	Local	01/30/2025	Asphalt	90.1	Good	100	100	100	100	100	100	100	100	100	95	99	100	100	94	100	100	100			
2700	POINSETTIA DR	40TH AVE	BELLE POINT DR	373.3	0.071	0.141	2	N	N	Flexible	Local	01/30/2025	Asphalt	98.2	Good	100	100	100	100	100	100	100	100	100	100	98	100	100	100	100	100	100			
2710	POINSETTIA DR	BELLE POINT DR	39TH AVE	396.6	0.075	0.150	2	N	N	Flexible	Local	01/30/2025	Asphalt	94.6	Good	100	100	100	100	100	100	100	100	100	97	98	100	100	100	100	100				
2760	POINSETTIA DR	42ND AVE	44TH AVE	519.0	0.098	0.197	2	N	N	Flexible	Local	01/30/2025	Asphalt	89.5	Good	100	100	100	100	100	100	100	100	100	94	100	100	100	94	100	100	100			
2180	PUNTA VISTA DR	END	GULF BLVD	984.1	0.186	0.373	2	N	Y	Flexible	Local	01/30/2025	Asphalt	70.7	Satisfactory	100	100	76	100	100	100	99	100	100	97	96	100	100	100	100	100	100			
3160	S DE BAZAN AVE	E DE BAZAN AVE	DON JOSE ST	357.8	0.068	0.136	2	N	N	Flexible	Local	01/31/2025	Asphalt	64.0	Fair	100	100	100	100	100	100	100	100	100	81	100	100	100	77	100	100	100			
3170	S DE BAZAN AVE	DON JOSE ST	W DE BAZAN AVE	351.4	0.067	0.133	2	N	N	Flexible	Local	01/31/2025	Asphalt	76.3	Satisfactory	100	100	89	100	100	100	100	100	100	86	100	100	100	100	100	100	100			
4790	S ISLE DR	ISLE DR	W VINA DEL MAR BLVD	779.2	0.148	0.295	2	N	N	Flexible	Local	01/31/2025	Asphalt	75.5	Satisfactory	100	100	82	100	100	100	99	100	100	93	100	100	100	100	100	100	100			
4850	S JULIA CIR	N JULIA CIR	W JULIA CIR	1228.7	0.233	0.465	2	N	N	Flexible	Local	01/31/2025	Asphalt	75.5	Satisfactory	99	100	100	100	100	100	98	100	100	79	95	100	100	100	100	100	100			
2970	S MARITANA DR	E DE BAZAN AVE	DON JOSE ST	616.2	0.117	0.233	2	N	N	Flexible	Local	01/31/2025	Asphalt	57.2	Fair	96	100	100	100	100	100	90	100	100	64	95	100	100	97	100	100	100			
2980	S MARITANA DR	DON JOSE ST	W DE BAZAN AVE	526.0	0.100	0.199	2	N	N	Flexible	Local	01/31/2025	Asphalt	60.0	Fair	97	100	100	100	100	100	99	100	100	66	94	100	96	100	100	100	100			
2990	S MARITANA DR	W DE BAZAN AVE	W MARITANA DR	275.9	0.052	0.105	2	N	N	Flexible	Local	01/31/2025	Asphalt	53.7	Poor	84	100	100	100	100	100	100	100	100	70	96	100	90	100	93	100	100			
4730	S TESSIER DR	N TESSIER DR	W VINA DEL MAR BLVD	1575.5	0.298	0.597	2	N	N	Flexible	Local	01/31/2025	Asphalt	69.7	Fair	100	100	88	100	100	100	100	100	100	82	92	100	100	100	100	100	100			
90	SUNSET WAY	67TH AVE	68TH AVE	282.8	0.054	0.107	2	N	N	Flexible	Local	01/30/2025	Asphalt	71.1	Satisfactory	100	100	100	100	100	100	100	100	100	75	98	100	100	93	100	100	100			
100	SUNSET WAY	68TH AVE	69TH AVE	288.0	0.055	0.109	2	N	N	Flexible	Local	01/30/2025	Asphalt	64.8	Fair	100	100	100	100	100	100	100	100	100	79	83	100	100	90	100	100	100			
110	SUNSET WAY	69TH AVE	70TH AVE	280.4	0.053	0.106	2	N	N	Flexible	Local	01/30/2025	Asphalt	75.4	Satisfactory	100	100	100	100	100	100	100	100	100	82	88	100	100	100	100	100	100			
120	SUNSET WAY	70TH AVE	71ST AVE	283.9	0.054	0.108	2	N	N	Flexible	Local	01/30/2025	Asphalt	93.4	Good	100	100	100	100	100	100	100	100	100	94	98	100	100	100	100	100	100			
130	SUNSET WAY	71ST AVE	72ND AVE	279.4	0.053	0.106	2	N	N	Flexible	Local	01/30/2025	Asphalt	63.3	Fair	81	100	100	100	100	100	100	100	100	73	92	100	100	100	100	100	100			
140	SUNSET WAY	72ND AVE	73RD AVE	277.4	0.053	0.105	2	N	N	Flexible	Local	01/30/2025	Asphalt	51.3	Poor	78	100	100	100	100	100	100	94	100	77	83	100	89	100	100	100	100			
150	SUNSET WAY	73RD AVE	COREY AVE	286.4	0.054	0.108	2	N	N	Flexible	Local	01/30/2025	Asphalt	84.4	Satisfactory	100	100	100	100	100	100	100	100	100	92	91	100	100	100	100	100	100			
160	SUNSET WAY	COREY AVE	76TH AVE	302.9	0.057	0.115	2	N	N	Flexible	Local	01/30/2025	Asphalt	66.4	Fair	95	100	91	100	100	100	100	100	100	81	89	100	100	100	100	100	100			
1350	SUNSET WAY	67TH AVE	66TH AVE	262.5	0.050	0.099	2	N	N	Flexible	Local	01/30/2025	Asphalt	50.0	Poor	66	100	100	100	100	100	99	100	100	71	91	100	100	100	100	100	100			
1360	SUNSET WAY	66TH AVE	64TH AVE	523.1	0.099	0.198	2	N	N	Flexible	Local	01/30/2025	Asphalt	57.8	Fair	83	100	87	100	100	100	98	100	100	74	100	100	100	96	100	100	100			
3320	SUNSET WAY	31ST AVE	30TH AVE	192.8	0.037	0.073	2	N	N	Flexible	Local	01/31/2025	Asphalt	88.5	Good	100	100	100	100	100	100	100	100	100	89	100	100	100	100	100	100	100			
3400	SUNSET WAY	30TH AVE	UNKNOWN	131.2	0.025	0.050	2	N	N	Flexible	Local	01/31/2025	Asphalt	90.1	Good	100	100	100	100	100	100	100	100	100	95	93	100	100	100	100	100	100			
3410	SUNSET WAY	UNKNOWN	29TH AVE																																

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

Agenda Report

Agenda Title Name: Approve the Purchase of Fire Department Bunker Gear from American Public Safety in the amount of \$31,301.10.

Action Request: Motion to Approve the Purchase of Fire Department Bunker Gear from American Public Safety in the amount of \$31,301.10.

Strategic Objective: Resiliency

Date: September 22, 2025

Prepared By: Jim Kilpatrick, Fire Chief

Through: Frances Robustelli, City Manager

Summary of Issue: The Fire Department request approval to replace bunker gear that has reached the 10-year service limit set by NFPA 1851. The gear no longer meets safety requirements and must be updated to ensure firefighter protection and compliance.

Single Source Justification
09/12/2025

Single source justification, in alignment with Florida State Statute (Florida Statutes §287.057), the purchase was posted and advertised for seven (7) days, and no vendor contested the single source procurement. The reason for the single source procurement aligns with Sec. 2-290. - Single source procurement, stating that competitive bidding is not feasible or advantageous to the city. The single source is requested for standardization and consistency, ensuring all our gear is uniform. If a responder needs to replace only one piece of gear, it is advantageous and cost-effective for the City to avoid purchasing an entirely new uniform when only one piece is damaged or needs replacement. Standardization helps with bulk pricing and ensures safety protocols and identification consistency for our responders on the scene. Bidding the contract would require a replacement of all of our bunker gear instead

of replacement with gear with our existing vendor and would be considered cost prohibitive.

In this case, American Public Safety is the only representative of Lakeland Bunker Gear which is being used by the City. By continuing to use American Public Safety it will continue to provide continuity throughout the bunker gear and will mitigate safety concerns if other manufacturer bunker gear was used. It will also keep us compliant with NFPA 1851.

Funding:

Funds are allocated in FY25 fire budget line 5801-522-5526.

Attachments:

1. American Public Safety - Invoice SI-120702

**Invoice To:**

Brian Dahlstrom
St Pete Beach Fire Department
7301 Gulf Blvd
ST PETE BEACH FL 33706
United States

Ship To:

Brian Dahlstrom
St Pete Beach Fire Department
7301 Gulf Blvd.
St Pete Beach FL 33706
United States

Shipping Method: Best Way**Invoice Number:** SI-120702**Invoice Date:** 24 Jul 2025**Due Date:** 23 Aug 2025**Sales Order Number:** 131640**Customer PO #:** P004574

Customer Reference: STEALTH - 8 SETS

Customer: Brian Dahlstrom
Company: St Pete Beach Fire Department

Qty	Item name	SKU	Item net	Total net	Row total
8	Stealth Flex 7 Gold 6.9oz Coat <i>Color: Gold</i>	LAK-ST3220G	\$1280.00	\$10240.00	\$10240.00
8	Stealth Coat Liner - Stedair 4000 on Nomex PJ <i>Material: Titanium Blue</i>	LAK-LST3240	\$780.00	\$6240.00	\$6240.00
8	CO-20TL Thumb Loops on all coats		\$0.00	\$0.00	\$0.00
1	Self Mic Strap - in line with the top of the radio pocket. (Wing)	LAK-CO-24	\$7.10	\$7.10	\$7.10
8	Harness Pkt w/Divided Flap, Split Pkt and 2 Inside Straps - left pants pocket	LAK-PO-3SPFK	\$105.00	\$840.00	\$840.00
2	Coat Shell Expansion Gusset at Hem Side Seams (Boniello + Lichtig)	LAK-CO-GUS-OSLN	\$43.00	\$86.00	\$86.00
3	Extend Shell Length 3" (Synovec, Shaw, Boniello)	LAK-CO-EXTG3-OSLN	\$98.00	\$294.00	\$294.00
8	Direct Sew On per Location per Coat	LAK-CO-DS	\$0.00	\$0.00	\$0.00
8	Scotchlite Letters (3" L/Y) per letter "SPBFR" across back (location A)	LAK-CO-26	\$0.00	\$0.00	\$0.00
8	Stealth Velcro Tail Letter Patch (LOCATION Z)	LAK-CO-STLPV	\$55.00	\$440.00	\$440.00
8	Scotchlite Letters (3" L/Y) per letter (1 OF EACH LAST NAME)	LAK-CO-26	\$0.00	\$0.00	\$0.00
8	Stealth Flex 7 Gold 6.9oz Pant <i>Color: Gold</i>	LAK-ST3320G	\$950.00	\$7600.00	\$7600.00
8	Stealth Pant Liner - Stedair 4000 on Nomex PJ <i>Material: Titanium Blue</i>	LAK-LST3340	\$630.00	\$5040.00	\$5040.00
8	Foam Knee Pad Stealth	LAK-PO-FMKPST	\$38.00	\$304.00	\$304.00
1	SHIPPING TO BE CHARGED ACTUAL		\$210.00	\$210.00	\$210.00
Subtotal				\$31301.10	
Not rated @ 0%					\$0.00
Non Taxable @ 0%					\$0.00
Total				\$31301.10	
Paid to date					\$0.00

American Public Safety
31507 Trading Post Plaza Unit 10
Millsboro Delaware 19966
United States

Accounting email address:
accounting@americanpublicsafety.com
Accounting Phone Number: 302-394-0303 x111

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

Agenda Report

Agenda Title Name: Public Hearing: Final Reading Ordinance 2025-18:
Establishing the Millage Rate for Fiscal Year 2026

Action Request: Motion to approve Ordinance 2025-18, establishing the
millage rate as 3.0913 mills for Fiscal Year 2026.

Strategic Objective: Operational Excellence

Date: September 22, 2025

Prepared By: Devon Schmidt, Director of Finance

Through: Frances Robustelli, City Manager

Summary of Issue: The City of St. Pete Beach is required to formally adopt
its millage rate for Fiscal Year 2026, in compliance with
Florida Statutes section 200.065. The ordinance
establishes a millage rate of 3.0913 mills per \$1,000 of
taxable value. For fiscal year 2026, the millage rate is
0.8889% lower than the rolled-back rate of 3.1189, or
\$140,229 in Ad Valorem revenue.

Funding: N/A

Attachments:

1. Millage Adoption Ordinance (1)
2. BIS Ord 2025-18 Establishing Millage Rate

Ordinance 2025-18

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA ESTABLISHING THE MILLAGE RATE FOR FISCAL YEAR 2026, BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; PROVIDING AND ANNOUNCING THE NAME OF THE TAXING AUTHORITY, THE ROLLED-BACK MILLAGE RATE, THE PERCENTAGE INCREASE OVER THE ROLLED-BACK MILLAGE RATE, AND THE MILLAGE RATE TO BE LEVIED; PROVIDING FOR READING IN ITS ENTIRETY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes section 200.065 requires the adoption of the millage rate by separate vote prior to the adoption of the annual budget.

WHEREAS, Florida Statutes section 200.065 requires that prior to adoption of the millage-levy ordinance, the following be publicly announced: the name of the taxing authority, the rolled-back millage rate, the percentage increase over the rolled-back millage rate, and the millage rate to be levied.

WHEREAS, in no event may the millage rate adopted exceed the millage rate tentatively adopted.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:

SECTION 1. The name of the taxing authority is the City of St. Pete Beach.

SECTION 2. The rolled-back millage rate for fiscal year 2026 is 3.1189

SECTION 3. The fiscal year 2026 proposed millage rate is 0.8889% lower than the rolled-back rate or \$140,229 dollars in Ad Valorem revenue.

SECTION 4. The millage rate to be levied for fiscal year 2026 shall be 3.0913 mills per \$1,000 of taxable value.

SECTION 5. This ordinance shall take effect immediately upon final adoption.

FIRST READING: _____
PUBLISHED: _____
SECOND READING: _____
PUBLIC HEARING: _____

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Adrian Petrila, 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:

Ralf Brookes, City Attorney

Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE 2025-18: AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA ESTABLISHING THE MILLAGE RATE FOR FISCAL YEAR 2026, BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; PROVIDING AND ANNOUNCING THE NAME OF THE TAXING AUTHORITY, THE ROLLED-BACK MILLAGE RATE, THE PERCENTAGE INCREASE OVER THE ROLLED-BACK MILLAGE RATE, AND THE MILLAGE RATE TO BE LEVIED; PROVIDING FOR READING IN ITS ENTIRETY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of St Pete Beach is of the view that a business impact estimate is not required by state law¹ for the proposed St Pete Beach ordinance, but the City of St Pete Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☒ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City St Pete Beach hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Ordinance 2025-18 establishes the City of St. Pete Beach ad valorem millage rate for Fiscal Year 2026, beginning October 1, 2025, and ending September 30, 2026. The ordinance sets the millage rate at 3.0913 mills per \$1,000 of taxable value, which is 0.8889% lower than the rolled-back rate of 3.1189. This ensures that the City has a stable and predictable revenue source to fund municipal services, infrastructure, and programs that promote the health, safety, and welfare of residents, businesses, and visitors.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of St Pete Beach, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of St Pete Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The ordinance imposes no direct compliance obligations on private businesses. Property owners, including businesses, may experience changes in ad valorem tax liabilities consistent with the adopted millage rate, but no new compliance requirements are created. The ordinance does not impose any new charges, fees, or assessments on businesses. It solely establishes the City's ad valorem millage rate, which is a standard revenue source under Florida law. No new regulatory program or enforcement costs are created by this ordinance. The City does not expect to collect new revenues beyond ad valorem tax revenues associated with the adopted rate.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

All businesses owning taxable property in the City will be impacted to the extent of their assessed value under the adopted millage rate.

4. Additional information the governing body deems useful (if any):

The adopted millage rate of 3.0913 is an estimated reduction of approximately \$140,229 in ad valorem revenue compared to the rolled-back calculation. This ordinance ensures that the City continues to fund essential services such as public safety, sanitation, parks, transportation, and community development at stable levels. The impact on businesses is consistent with routine ad valorem taxation and does not impose new or extraordinary burdens beyond the customary property tax obligations.

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

Agenda Report

Agenda Title Name: Public Hearing: Final Reading Ordinance 2025-19:
Adopting the Budget for Fiscal Year 2026

Action Request: Motion to approve the final reading of Ordinance 2025-19, adopting the budget for Fiscal Year 2026

Strategic Objective: Operational Excellence

Date: September 22, 2025

Prepared By: Devon Schmidt, Director of Finance

Through: Frances Robustelli, City Manager

Summary of Issue: The fiscal year (FY) 2026 proposed budget document was discussed during five previous budget workshops starting May 13th2025 and concluding August 26, 2025. The first public hearing was held on September 8, 2026.

The fiscal year 2026 budget as presented provides for funding sources, including revenues and transfers in, totaling \$90,609,137, and funding uses, including expenditures and transfers out, totaling \$122,829,040. The excess of funding uses over funding sources in any fund results in the use of existing fund balance and net position available to balance the budget (total sources equal total uses, inclusive of available budgeted reserves).

Funding: N/A

Attachments:

1. Budget Adoption Ordinance (1) (3)
2. Budget Adoption Business Impact Estimate 2026 (1)
3. 9.2.2025 Budget book

Ordinance 2025-19

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA ADOPTING THE BUDGET FOR FISCAL YEAR 2026, BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; PROVIDING FOR THE INCORPORATION OF THE ADOPTED CAPITAL BUDGET AS THE CAPITAL IMPROVEMENT ELEMENT OF THE COMPREHENSIVE PLAN; PROVIDING FOR READING IN ITS ENTIRETY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes section 166.241 requires the adoption of a budget each fiscal year (“FY”).

WHEREAS, the amount available from taxation and other sources, including balances brought forward from prior years, must equal the total appropriations for expenditures and reserves.

WHEREAS, the adopted budget must show for each fund, as required by law and sound financial practices, budgeted revenues and expenditures by organizational unit which are at least at the level of detail required for the annual financial report required under Florida Statutes section 218.32(1).

WHEREAS, the adopted budget must regulate expenditures of the municipality, and an officer of a municipal government may not expend or contract for expenditures in any fiscal year except as pursuant to the adopted budget.

WHEREAS, the City of St. Pete Beach FY 2026 budget is balanced; is presented at the level of detail required to file the annual financial report; and shall regulate expenditures of the City for the period beginning October 1, 2025 and ending September 30, 2026.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:

SECTION 1. The FY 2026 budget document, attached hereto as Exhibit A (“the Budget”), is adopted by reference and is made part of this Ordinance.

SECTION 2. Upon adoption of the budget, the Capital Improvement Element of the City’s Comprehensive Plan is hereby updated to reflect the FY 2026 – FY 2030 Capital Improvement Plan.

SECTION 3. This Ordinance shall take effect immediately upon final adoption.

FIRST READING: _____
PUBLISHED: _____
SECOND READING: _____
PUBLIC HEARING: _____

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Adrian Petrila, 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:

Ralf Brookes, City Attorney

Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE 2025-19: AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA ADOPTING THE BUDGET FOR FISCAL YEAR 2026, BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; PROVIDING FOR THE INCORPORATION OF THE ADOPTED CAPITAL BUDGET AS THE CAPITAL IMPROVEMENT ELEMENT OF THE COMPREHENSIVE PLAN; PROVIDING FOR READING IN ITS ENTIRETY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of St Pete Beach is of the view that a business impact estimate is not required by state law¹ for the proposed St Pete Beach ordinance, but the City of St Pete Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☒ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City St Pete Beach hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The ordinance satisfies a legal requirement to adopt an annual budget.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of St Pete Beach, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of St Pete Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The fiscal year 2026 budget as presented provides funding sources, including revenues and transfers in, totaling \$90,609,137 and funding uses, including expenditures and transfers out, totaling \$122,829,040. The difference of \$32,219,903 represents existing fund balance and net position available for use to balance the budget (total sources equal total uses, inclusive of available budgeted reserve).

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The ordinance to adopt the annual budget for fiscal year 2026 has no direct financial impact to businesses within the City.

4. Additional information the governing body deems useful (if any):

None.



TENTATIVE BUDGET 2025 • 2026



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Introductory



Acknowledgements

Adrian Petrilă, Mayor

City Commission:

Karen Marriott, District 1

Lisa Robinson, District 2

Betty Rzewnicki, District 3

Jon M. Maldonado, District 4

Finance and Budget Review Committee:

Kathy English

Tim Polanowski

Col. Mike Greiger

John Samorajczyk

Stacy Allen

City Leadership Team:

Frances Robustelli, City Manager

Adam Poirrier, Assistant City Manager

Ralph Brookes, City Attorney

Renee Rose, City Clerk

Devon Schmidt, Finance Director

Jill Sassone, Human Resources Director

Candyce Galloway, Innovation and Information Technology Director

James Kilpatrick, Fire Chief

Camden Mills, Public Services Director

Cathleen Bowley, City Librarian

Laura Canary, Community Development Director

Mandy Edmunds, Resident Services Director

Marc Portugal, Communications Manager



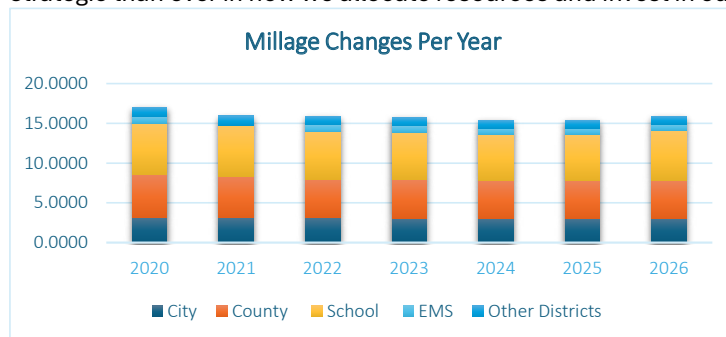
Honorable Mayor, Commissioners, and Residents of St. Pete Beach,

It is with great optimism and a deep sense of responsibility that I present the Budget for Fiscal Year 2025/2026. This budget is more than a financial plan, it is a vision for a resilient, vibrant, and inclusive future for our city.

A Year of Transformation and Opportunity

This year, we stand at a crossroads. The challenges before us ranging from economic headwinds and declining property values to the lingering impacts of hurricane are real. Yet, these challenges are matched by our community's resolve and our shared commitment to progress. We are not simply recovering; we are reimagining what St. Pete Beach can be. When we start this process and in future processes the Commission and the City residents will be shown each year what the costs are to run a premier City. The city has many outstanding capital projects needs, some exasperated by the storms and some that have remained unfunded. As part of this vision, the City Commission is proposed to maintain the current millage rate of 3.0913 mills, the same as the prior year. While the rolled-back rate is higher, this decision reflects a deliberate effort by the Commission and City staff to ease the financial burden on residents as they continue to recover from storm-related impacts.

- **Economic and Policy Challenges:** With a 3% decrease in property values and shifting economic conditions, we must be more strategic than ever in how we allocate resources and invest in our future. The budget is balanced at the current millage rate of 3.0913.



155 COREY AVE, ST. PETE BEACH, FL 33706
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- **Infrastructure and Resilience:** Hurricanes Helene and Milton tested our city's infrastructure and spirit. Our response is bold: investing over \$38 million in capital improvements, from seawall and stormwater upgrades to facility enhancements that will protect us for generations to come.
- **Regulatory and Legislative Demands:** New state mandates require us to innovate in stormwater and wastewater management, and to raise the bar for transparency and public engagement.
- **Service Delivery and Staffing:** Rising costs and the need for organizational restructuring have prompted us to rethink how we deliver services ensuring we remain agile and responsive to community needs. We must continue to invest in our workforce and this year the City is piloting a reduced cost benefit program for the employees due to the renewal rates being flat. In addition, the City is keeping up with CPI offering employees the current regional rate.

Actions for a Stronger Tomorrow

- **Investing in Resilience:** We are prioritizing projects that will make our city safer, stronger, and more resilient protecting our shoreline, modernizing our facilities, and preparing for the future.
- **Modernizing Operations:** By implementing new innovative technology and utilization of AI to make us more efficient, accessible and transparent along with restructuring departments, we are building a government that is more efficient, transparent, and responsive. In 2025 the City adopted a flexible staffing model to meet the needs of our Citizens through the permitting process. In addition Finance, Human Resources and Information Technology are implementing three systems to generate transparency, optimization and efficiency.
- **Engaging Our Community:** Through expanded workshops, community meeting formats, surveys, and participatory budgeting, we are ensuring that every voice has the option to shape our path forward.
- **Diversifying Revenue:** We are actively studying our Parking, Stormwater, Wastewater and Reclaimed Water fees, as well as the Cities operating fees to enhance our enterprise fund revenues and seeking new grants and partnerships to fund our most critical needs. We are also exploring development impact fees and whether there is a need to right-size the financial impacts of development on our road network, stormwater and wastewater systems.

A Shift in Priorities, From Recovery to Resilience

Last year, our focus was on immediate recovery. This year, we are looking ahead to aligning our resources with a new strategic roadmap that integrates capital planning, operational budgeting, and performance management. We are moving from short-term fixes to long-term vision, from compliance to proactive leadership. This process is new to the city and will continue to evolve and expand, it is critical that City

2

Leadership and Commission uses the roadmap as our anchor for decision making. The budget incorporates the updated strategic roadmap focusing on five key areas:

- **Operational Excellence:** Deliver best-in-class customer service while supporting recovery efforts and proactive community needs through adaptable operations. Focus on securing sustainable revenue to fund current operations and future capital priorities. Promote cross-department collaboration to ensure efficient resource use, leverage emerging technologies to minimize rising costs of operations and maintain public infrastructure through proactive planning and monitoring.
- **Economic Development & Smart Growth:** Encourage sustainable, responsible tourism and residential appeal and development of “localism” policies to enhance the city's appeal while preserving its cultural and environmental integrity. Support diverse and affordable housing options for displaced residents. Create long-term planning strategies for sustainable growth and redevelopment of older properties. Implement strategies to manage development effectively, preventing overdevelopment and ensuring sustainable growth.
- **Reliable Infrastructure:** Improve traffic management and enhance road safety by implementing advanced traffic systems to optimize flow and reduce congestion. Upgrade sewer infrastructure with preventive maintenance and capital repair plans for reliable systems. Assess and reinforce sea wall infrastructure to protect against sea level rise and develop adaptive strategies for coastal areas. Upgrade and maintain wastewater systems for environmental safety and efficiency, and invest in road infrastructure improvements to enhance connectivity and resilience.
- **Recovery Resiliency & Sustainability:** Preserve beaches to support resident satisfaction and sustainable tourism. Promote eco-friendly practices and resilient infrastructure projects to enhance environmental sustainability and encourage community participation. Enhance emergency response plans, conduct regular training exercises, and establish community-based programs for disaster preparedness and recovery. Adopt a “build back better” approach to recovery, ensuring rebuilding efforts enhance resilience and sustainability. Develop policies that facilitate efficient and resilient rebuilding efforts, aligning with long-term sustainability and resilience goals.
- **Community Prosperity:** Preserve and enhance the small town and neighborhood atmosphere to foster a sense of community and belonging. Expand and improve recreational activities to promote health, wellness, and community engagement. Foster a vibrant community life by promoting and supporting a wide range of community activities and events. Preserve and restore historical properties to maintain the cultural heritage and historical integrity of the City.

Major Changes in Service, Fees, and Taxes

- **Service Levels:** We are restoring and enhancing critical services, especially in public safety, infrastructure, and recreation. Some departments will see increased staffing and resources, while others are being restructured for greater efficiency.
- **Fees and Taxes:** The millage rate remains flat, but with lower property values, community members and business will experience a small reduction in properties taxes for the fiscal year. We are reviewing our fees and utility rates to ensure fairness and sustainability.
- **Capital Outlay:** Our capital spending is increasing significantly, reflecting our commitment to resilience and long-term value and approach to 'building back better'. As well as the ability or move away from a 'break- fix' operation.

Looking Forward Together

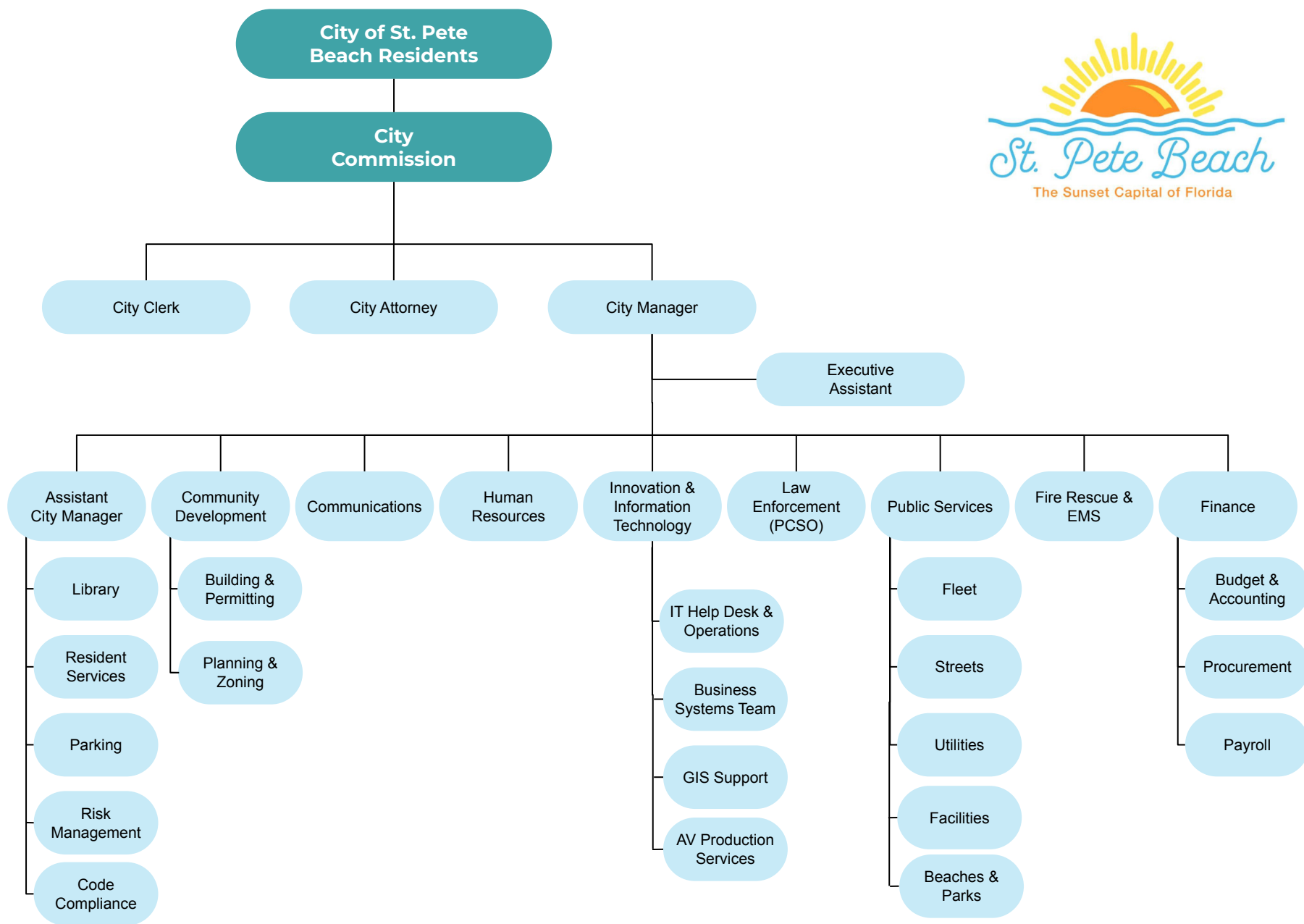
This budget is a testament to the strength and unity of St. Pete Beach. It is a call to action to invest in our future, and to work together for the greater good. I am inspired by the dedication of our staff, the vision of our Commission, and the passion of our residents.

Together, we will rebuild a city that not only recovers but thrives. A city that is prepared for tomorrow, and a community where every resident can be proud to call St. Pete Beach home.

With gratitude,

Frances Robustelli

Frances Robustelli
City Manager



Community Overview

St. Pete Beach is situated at the southern tip of Pinellas County, Florida, west of St. Petersburg and just south of Treasure Island. Incorporated in 1957 through the merger of several communities—including Pass-A-Grille, Don CeSar, Belle Vista Beach, and adjoining unincorporated areas—the city has established itself as a premier beach destination. Notably, St. Pete Beach received TripAdvisor’s Travelers’ Choice award in 2021 and was recognized as the top-ranked beach in the United States that year.

Covering approximately 2.25 square miles and home to a year-round population of 9,064, St. Pete Beach draws visitors worldwide with its beaches, hotels, and historic landmarks. The city features a significant concentration of resorts and accommodations to support its robust tourist sector. In the most recent fiscal year, St. Pete Beach confronted substantial operational and financial challenges arising from Hurricanes Helene and Milton, which resulted in widespread infrastructure damage, disruptions to essential services, and increased demands on emergency response resources. As a result, there was a notable rise in expenditures for debris removal, facility repairs, and temporary service provisions.

In January 2008, Florida voters approved an amendment to the Save Our Homes legislation, enhancing property value exemptions and allowing portability of these exemptions. To manage the effects of property tax limitations, St. Pete Beach incrementally raised its millage rate, peaking in FY 2013 during a period of historically low taxable property values. Since recovering from the economic recession and housing market downturn, the city has gradually expanded staffing and services, maintaining a millage rate of 3.15 since FY 2015, which was reduced to 3.093 in FY 2024. Property values have rebounded significantly, increasing by an average annual rate of 7.6% since FY 2012.

Pinellas County voters renewed the Penny for Pinellas local option sales tax in November 2017. This 1% sales tax applies to the first \$5,000 of eligible purchases, excluding groceries and medications, and generates roughly \$1 million annually for St. Pete Beach through December 2030. Proceeds are designated exclusively for capital infrastructure projects and public safety vehicles.

In 2016, the City of St. Pete Beach implemented a development moratorium due to concerns about its sanitary sewer infrastructure. Substantial rehabilitation was required to restore adequate capacity within the wastewater collection system.

Statistical Profile

Population: 9,064 residents; Census data reports 8,832

Land Area: Approximately 2.25 square miles

Population Density: ~4,154 people per square mile

Median Age: 62.2 years (older than Florida's average of 42.6)

Race & Ethnicity: 89% White, 4% Hispanic, 1% Asian, 1% Black, 4% Two or more races

Households: 4,827

Average Household Size: 1.8 persons

Median Household Income: \$108,931

Per Capita Income: \$93,476

Poverty Rate: 7.6% (lower than state and metro averages)

Local Economy

St. Pete Beach's economy is heavily tourism-driven, with a concentration of **resorts, hotels, and accommodations**. The city faced financial challenges due to Hurricanes Helene and Milton, which impacted infrastructure and emergency services

The city has implemented **enterprise utility fees** (wastewater, reclaimed water, stormwater) and conducted comparative studies with surrounding municipalities to ensure fair and sustainable infrastructure funding

Government & Infrastructure

The city operates under a City Manager and Commission form of government municipal government structure, providing:

Emergency medical and fire services

Utilities

Zoning and code compliance

Community development

Recreation, parks, and libraries

Education, Culture & Recreation

The city emphasizes:

Small-town charm and community engagement

Cultural and recreational amenities such as parks, libraries, and beach access

Public safety and accessibility as core values

Transportation

Mean Travel Time to Work: 26.3 minutes

Transportation Modes: 62% drive alone, 7% carpool, 24% work from home

Healthcare & Public Safety

The city maintains emergency services and public safety infrastructure. Healthcare access is supported through regional providers, though specific facilities were not detailed in the internal sources.

Utilities & Capital Planning

The city has a robust **capital improvement plan** and asset management strategy, particularly for wastewater infrastructure. This Budget documents reflect ongoing adjustments to staffing and departmental priorities to meet community needs



FINANCIAL POLICIES

Purpose and Oversight:

The City of St. Pete Beach, Florida (the City) was incorporated in 1957 as a political subdivision of the State of Florida under a Council-Manager form of Government. The City is a municipal corporation with a five (5) member elected Board of Commissioners. The Board of Commissioners is governed by the City Charter and by state and local laws and regulations. The Board of Commissioners is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the City Manager. The City manages the following funds, during the budget development the City Manager recommended development of a new fund, this policy will be updated annually in accordance.

Fund Types Managed by the City

Governmental Funds

- **General Fund:** The General Fund serves as the City's primary operating fund, encompassing all financial resources not required by law or accounting standards to be reported in other funds. It supports essential programs and services such as EMS & Fire, Recreation and Aquatics, Law Enforcement Contracts, Administration, Community Development, and Internal Services.
- **Capital Improvement Projects Fund:** This fund manages debt service and capital expenditures and operates independently from, but in coordination with, the Capital Improvement Plan (CIP). Revenue sources include the City's share of Penny for Pinellas sales tax, transfers from the General Fund, and non-recurring items such as interlocal agreements and grants. Expenditures cover planning and engineering for major construction initiatives, CIP-identified capital outlay, and debt service obligations.
- **Multimodal Fund:** The Multimodal Fund records impact fee activities, which are one-time charges assessed at building permit issuance to equitably distribute the costs associated with new development. Governed by Pinellas County's multimodal impact fee code, these funds are dedicated to enhancing the City of St. Pete Beach's mobility systems—including bicycle, pedestrian, transit, and automobile infrastructure—and are restricted to public investment, excluding maintenance uses.
- **Building Fund:** This fund oversees plan review and inspection processes, ensuring compliance with Florida Building Codes and City Ordinances through construction document assessment and field inspections. Responsibilities extend to seawall, dock, and landscape inspections, issuance of Certificates of Occupancy and Completion, and the facilitation of pre-construction meetings with developers, architects, engineers, and contractors. The division also administers business licensing, including tax collection, business registration, inspections, and contractor registrations within the City.
- **Resiliency Fund:** Established to facilitate long-term infrastructure planning related to sea level rise, this fund is financed annually through property tax revenues. Over the next five years, its primary objective is to support the rehabilitation and elevation of the City's seawalls.



FINANCIAL POLICIES

- **Fleet Fund:** The Fleet Fund is a special revenue fund designed to enable effective financial planning for municipal vehicle replacement. It provides the framework for accumulating contributions from various governmental funds to ensure timely and systematic fleet renewal.

Proprietary Funds

The City reports three major proprietary funds, which are enterprise funds financed and operated in a manner similar to the private sector; the focus of these funds is cost recovery. Charges for service are designed to generate sufficient revenue to fund ongoing operations and capital improvements. Proprietary funds distinguish operating revenues and expenses from non-operating items; as a rule, those items which are inherently associated with the respective fund's activity are reported as operating items, while non-recurring items or those associated with financing (e.g., interest or amortization) are reported as non-operating.

- **Parking Fund:** Parking-related revenues play a substantial role in the City's overall operating budget. The newly established Parking Enterprise Fund is dedicated to monitoring both revenues from parking fees and their associated expenditures. In FY 2025, the City conducted a comprehensive analysis of its parking assets and related fee collection. For FY 2026, the City plans to implement recommendations derived from this analysis with the objective of enhancing annual revenues and maximizing the value of these assets. The overarching goal is to ensure that parking in St. Pete Beach remains fair, equitable, and beneficial for residents, visitors, local businesses, and the City as a whole.
- **Wastewater Fund:** The Wastewater Division operates, maintains, and repairs the municipal wastewater collection system, which includes 2.8 miles of force main, 41.5 miles of gravity lines, 751 manholes, three pump stations, and eighteen lift stations. The City transmits an average of 2.6 million gallons daily to the Water Reclamation Facility in St. Petersburg. Routine activities include pump station maintenance, fats, oils, and grease removal, as well as ongoing manhole and pipe inspection programs. Using a task order approach, staff address property owner requests and coordinate with Treasure Island, Pinellas County, and St. Petersburg. This fund encompasses all activities related to the sanitary sewer system. The City also contracts with St. Petersburg for sewage treatment and disposal. Operating revenues are derived from service charges, while operating expenses cover personnel, contractual obligations, and depreciation. Non-operating items consist of interest earnings and interest expenses.
- **Reclaimed Water Fund:** The Reclaimed Water team oversees the operation, repair, and maintenance of the reclaimed water system under contract with Pinellas County Utilities. Serving approximately 2,900 customers, the system delivers an average of 2.8 million gallons per day for irrigation purposes. Utilization of reclaimed water decreases potable water consumption, resulting in cost savings and reduced dependency on the regional drinking water supply. The team coordinates replacement of service lines with road projects, investigates leaks, arranges repairs, issues permits for connections or disconnections, and locates utilities for construction work. This fund accounts for the City's provision of



FINANCIAL POLICIES

reclaimed water services. Revenues are generated by service charges per City ordinance, while expenses include personnel costs, contractual maintenance fees, and depreciation. Non-operating items comprise interest earnings and interest expenses.

- **Stormwater Fund:** The Stormwater team manages, repairs, and maintains the stormwater infrastructure, including drain inlets, manholes, conveyance pipes, baffle boxes, tide flex valves, outfall devices, rock gardens, bio-swales, retention basins, and ponds. These facilities enhance water quality by naturally filtering debris and chemicals before reaching groundwater or the bay. This fund supports the City's stormwater management activities. Funding is provided through a stormwater assessment included on property tax bills. Operating revenues are collected from these assessments, and operating expenses relate to the maintenance of stormwater outfalls and drainage basins. Non-operating items include interest earnings and interest expenses.

Budget Policies and Procedures

- The City will comply with all Federal, State or local legal requirements pertaining to the operating budget, including the adoption of a balanced budget. A balanced budget is achieved when the amounts available from taxation and other sources, including amounts from fund balance carried over from prior fiscal years, equals the total appropriations for expenditures and reserves.
- The City will employ a structured budget preparation and formulation process that will be used to generate public engagement in a series of workshops. The process employed will ensure adequate citizen input and participation. In addition, the proposed balance budget shall be posted on the City website for review and comments. Furthermore, in compliance with Florida law two public hearings for the millage adoption and the budget will be conducted prior to Commission approval.
- The City will employ a structured expenditure and revenue forecasting system to allow for effective financial planning. Multi-year projections will be utilized in developing the operating budget.
- Essential services will receive first priority for funding. The City will attempt to maintain current service levels for all essential services. Unless the Commission determines new service levels are needed to meet resident needs, the average growth of the budget will follow regional CPI, with the exception of benefits and insurance.
- The City will identify low priority services for reduction or elimination, if necessary, before essential services.
- The City will consider the establishment of user fees as an alternative to service reductions or elimination.
- To maintain fiscal responsibility while minimizing disruption to the workforce, the City will strive to avoid layoffs of permanent employees when balancing the budget. Whenever feasible, personnel reductions will be achieved primarily through attrition.
- Layoffs may occur not only due to budget constraints but also as a result of organizational restructuring. In such cases, employees will be encouraged to participate in the recruitment process for open positions, ensuring transparency and



FINANCIAL POLICIES

opportunities for internal mobility. The City will pay for all current expenditures with operational current revenues and reserves. Long-term debt will not be used for funding current expenditures.

- The City will pay for all current expenditures with current revenues and reserves. Long-term debt will not be used for funding current expenditures.
- The City will avoid budgetary procedures that balance current expenditures at the expense of meeting future years' expenses, such as postponing necessary expenditures, accruing future years' revenues or rolling over short-term debt.
- The budget will provide for adequate maintenance and repair of capital and equipment and for their orderly replacement.
- The City will establish an equipment replacement fund and will charge the user fund annually for replacement of the equipment. The amount of the charge will provide funds for the projected future cost of replacing the equipment.
- The budget will provide sufficient funding to cover annual debt retirement costs.
- The City will consider technological and capital investment programs which are cost effective and which will reduce operating costs as high funding priorities.
- The City will maintain a budgetary control system to ensure adherence to the budget and will use a budget/encumbrance control system to ensure proper budgetary control.
- The City Finance Department will prepare regular reports comparing actual revenues and expenditures to budgeted amounts to the Commission.
- Where possible, the City will integrate service levels and performance measures within the budget. The budget will be developed by Strategic Plan Initiative. During the formation of the Strategic plan performance measures will be developed and tracked and reported in the annual budget cycle.
- At least annually a public auction will be held of surplus and obsolete property.
- The goal of all enterprise fund operations is to be self-supported and to pay administrative and other appropriate service charges to the General Fund for administrative support.
- The total number of employment positions (FTE's) approved in the annual operating budget may not be exceeded without prior approval of the City Commission.
- The City will coordinate the CIP budget and the operating budget in terms of operating costs associated with CIP items.
- The City will annually seek the Distinguished Budget Presentation Award offered by the Government Finance Officers Association (GFOA).



FINANCIAL POLICIES

BASIS OF BUDGETARY ACCOUNTING

- The annual budgets for the Governmental Funds are prepared and monitored in accordance with generally accepted accounting principles (GAAP) using the modified accrual basis of accounting. By reference to the above basis of financial accounting, the basis of budgetary accounting and financial accounting are identical. The annual budgets for Proprietary Funds are prepared and monitored in accordance with generally accepted accounting principles (GAAP) using the full accrual basis of accounting with certain modifications. These budgetary basis of accounting modifications, which are reconciling items from the above basis of financial accounting, are:
 1. Expenditures for principal payments on outstanding debt are budgeted as expenses.
 2. Expenditures for capitalizable fixed assets are budgeted as expenses.
 3. Depreciation expense is not a budgeted expense

DEVELOPING THE BUDGET

- Prior to September 1, the City Manager submits to the City Commission the proposed budget for the fiscal year beginning October 1. After conceptual approval by the Commission, two public hearings are held to receive input from the Public. After these hearings, but prior to October 1, the budget is adopted by resolution.

BUDGETARY ACCOUNTING

- Annual budgets are adopted by funds and departments for the following funds: General, Multimodal, Building, Resiliency, Fleet, Capital Improvement, Wastewater, Reclaimed Water, and Stormwater.
- The legal level of budgetary control is at the department level, since the City Manager may authorize the transfer of funds between line items within a department. By Ordinance, the City Commission may transfer unencumbered balances between departments or funds. The City Commission may also amend the adopted budget to provide supplemental appropriations or to revise budgetary estimates. Encumbrance accounting is employed in governmental funds. Encumbrances (i.e., purchase orders) outstanding at year end are reflected in assigned fund balance totals (i.e., “subsequent year’s budget”) and do not constitute expenditures or liabilities because the balances are re-appropriated and honored during the subsequent year.

City of St. Pete Beach, FL



FINANCIAL POLICIES

Fund Structure:

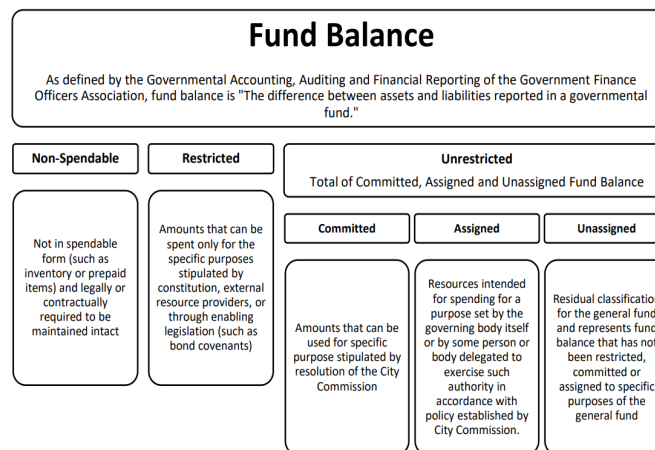
Department/ Fund Relationship	Governmental						Proprietary Funds			
	General	Special Revenue					Enterprise			
		Resiliency	Capital	Multimodal	Building	Fleet	Parking	Wastewater	Reclaimed Water	Stormwater
Department	x									
City Commission	x									
City Clerk	x									
City Manager	x						x			
City Attorney	x									
Community Development	x				x					
Information Technology	x									
Human Resources	x									
Finance	x									
Law Enforcement	x									
Fire & EMS	x									
Public Services	x	x	x	x		x		x	x	x
Recreation & Aquatics	x			x						
Non-Departmental	x									



FINANCIAL POLICIES

Fund Balance and Reserve Policies

- The City will establish an unassigned fund balance in the General Fund for emergency purposes and/or liquidity purposes of 25% of general fund expenditures to indicate that it is in sound financial condition.
- Aligned with GASB Statement No. 54:



- Minimum Unassigned Fund Balance Target: Maintain 25% of annual General Fund expenditures to ensure liquidity and resilience.
- Hurricane Emergency Contingency Reserve
 - Establish a Contingency Reserve Fund equal to 10% of General Fund expenditure.
 - Use only for declared emergencies under Florida Statutes §252.38.
 - Replenish within three fiscal years using surpluses, FEMA reimbursements, or insurance proceeds.
- Investment in Capital: Divert anything above the 25% operating General Fund Reserve and the 10% Contingency to Capital Projects based on priority of the Capital Project.



FINANCIAL POLICIES

- Unassigned fund balance will only be used for expenditures that are either non-recurring in nature or that have a benefit period longer than one operating period. Approval of the City Commission is necessary for this type of expenditure.
- All fund balances for budgeted funds will be presented in the annual budget.

Revenue Policies

- Each Fiscal Year the Commission shall be provided with the different millage rates for their consideration and determination of the proper millage. Property taxes are levied on October 1 of each year, on property values assessed on January 1 of the same year and are due and payable on March 31 of the following year. Discounts are allowed for early payment at the rate of 4% in the month of November, 3% in the month of December, 2% in the month of January and 1% in the month of February. Taxes paid in March are not subject to discount. Delinquent taxes on real property bear interest at 18% per year. All unpaid taxes are delinquent on April 1 following the year in which they are assessed. On or about May 31 following the tax year, certificates are sold for all delinquent taxes on real property. Application for a tax deed on any unredeemed tax certificate may be made to the certificate holder after a period of two years. Unsold certificates are held by Pinellas County.
- The City will establish user charges and fees at a level closely related to the full cost of providing the services (i.e. direct, indirect and capital costs), taking into consideration similar charges/fees being levied by other organizations.
- The City will recalculate the full cost of activities supported by user fees to identify the impact of inflation and other cost increases and will revise user fees upon approval of the Commission.
- The targeting of specific revenues for special programs or projects is discouraged, as it promotes fiscal inflexibility. However, intergovernmental grant assistance will be targeted as much as possible toward capital improvements.
- The City will aggressively seek Federal and State grants and evaluate future local fiscal impacts.

Debt Policies

- The City will issue bonds only for capital improvements including infrastructure and equipment with a life in excess of four years.
- Whenever possible, the City will use special assessment, revenue, or self-supporting bonds instead of general obligation bonds.



FINANCIAL POLICIES

- The City will limit general obligation bonds to no greater than ten (10) percent of the non-exempt assessed valuation of the real property of the City.
 - The term of any bonds shall not exceed the useful life of the expenditure being financed.
 - The City will not issue notes or bonds to subsidize or finance current operations.
 - The City will publish and distribute an official statement for each bond issue.
 - If cost effective, the City will purchase private bond insurance at the time of issuance.
 - General obligation debt will not be used to finance the activities of enterprise funds whether of a capital or operating nature.
 - The City will defease existing bond issues if the resulting savings is significant.
 - The City will maintain an adequate debt service fund regarding each bond issue.
 - The City will seek to maintain high bond ratings in order that borrowing costs are minimized and access to credit is preserved.
-

Cash Management / Investment Policies

- The City will deposit all cash receipts within seventy-two hours of receipt.
 - The City will collect revenues aggressively, including past due bills of any type and will utilize an outside collection agency to accomplish this.
 - The City will maintain a prudent cash management and investment program in order to meet daily cash requirements, increase funds available for investment, and earn maximum rates of return on invested funds with appropriate security.
 - The City will follow its adopted investment/portfolio policy when handling public funds.
 - The Financial Department will present a quarterly report on investments to the City's Investment Committee.
 - Where permitted by law, the City will pool cash from each eligible fund for investment purposes.
-



FINANCIAL POLICIES

Accounting, Auditing & Financial Reporting

- An independent audit will be performed annually, including the issuance of a management letter.
- The City administration will promptly evaluate the audit management letter recommendations, determine the proper actions in response to these recommendations and complete, within established time frames, all actions that correct or otherwise resolve the matters included in the management letter.
- The City will produce financial reports in accordance with Generally Accepted Accounting Principles (GAAP).
- The City Commission will be provided monthly with budget reports comparing actual versus budgeted revenue and expense activity.
- The City will annually seek the Certificate of Achievement for Excellence in Financial Reporting award offered by the Government Finance Officers Association (GFOA).
- The City will maintain the highest level of accounting practices consistent with generally accepted accounting principles (GAAP) promulgated by the Government Accounting Standards Board (GASB).

Capital Improvement Plan Policies

- Capital assets, which include land and land rights, buildings and other land improvements, machinery and equipment, infrastructure and intangible assets are reported in the applicable governmental or business-type activity in the government-wide financial statements. The City defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life more than one year. These assets are capitalized at historical cost or estimated historical cost if actual cost information is not available. Additions, improvements and other capital outlays that significantly extend the useful life of the asset are also capitalized.
- As used in this section, the term depreciation includes amortization of intangible assets, which is computed on a straight-line basis. Depreciation is provided for in amounts sufficient to charge the cost of depreciable assets to operations over their estimated useful lives. Depreciation is not provided for construction in progress. The estimated useful lives of the assets are as follows:

Category	Estimated Useful Life
Buildings and other improvements	15 – 50 years
Furniture, machinery, and equipment	3 – 20 years
Infrastructure	12 – 40 years

City of St. Pete Beach, FL



FINANCIAL POLICIES

- The City will adopt the first year of a multi-year plan for capital improvements for Capital Projects and Equipment exceeding \$20,000, update it annually and make every attempt to complete all capital improvements in accordance with the plan.
 - The City will coordinate the development of the CIP budget with the development of the operating budget to ensure future operating expenditures and revenues associated with new capital improvements will be projected and incorporated into the current and future operating budgets.
 - The City will determine the least costly financing method available for all new capital improvement projects.
 - All projects in the City's Comprehensive Plan will be included in the Capital Improvement Plan. The City will utilize a priority ranking system for Capital Project.
 - The Finance budget Review Committee will review and evaluate each proposed and ongoing project, based on criteria established by the City Commission, prior to any project being included in the CIP.
 - The City will maintain its physical assets at a level adequate to protect the City's capital investment.
-



FY2026 Budget Calendar

Date	Staff Task Description	Date	Finance Budget Review Committee	Date	Commission Workshop
4/3/2025	Department heads or designee prepare and submit Next Year Capital Budget Forms for approval				
4/23/2025	Finance Director prepares Budget Workshop Deliverable #1 - Fund Balance/Net Position "Reserve" Analysis and Preliminary Capital Improvement Plan overview				
4/9/2025	Finance Team prepares Budgeted Position Control Management and Budgeted Benefits Management	5/6/2025	Finance Budget Committee Review and make recommendation Budget Workshop #1 - Historical financial overview, reserve analysis, initial capital improvement plan presentation	5/13/2025	Budget Workshop #1 - Historical financial overview, reserve analysis, initial capital improvement plan presentation
4/25/2025	Department heads review and approve Next Year Personnel Forms				
5/13/2025	Department heads update Next Year Capital Forms as needed, based on results of Budget Workshop #1				
5/23/2025	Finance Director prepares Budget Workshop Deliverable #2 - Updated Capital Improvement Plan and Position Listing & Benefits Overview	6/4/2025	Finance Budget Committee Review and make recommendation Budget Workshop #2 - Updated Capital Improvement Plan and Position Listing & Benefits Overview	6/10/2025	Budget Workshop #2 - Updated Capital Improvement Plan and Position Listing & Benefits Overview
5/5/2025	Department heads prepare and submit Next Year Operating Expense Detail Forms and Next Year Expense Forms				
5/23/2025	Finance Team (with help from various departments, as needed) prepares and submits Next Year Revenues Forms				
6/17/2025	Finance Director prepares preliminary budget book	7/2/2025	Finance Budget Committee Review and make recommendations for Budget Workshop #3 Preliminary Budget	7/8/2025	Budget Workshop #3 - Preliminary Budget Document
7/8/2025	Department heads update budget forms (capital, operating, expense, revenue) as applicable, based on results of Budget Workshop #3 and in collaboration with Finance Director and City Manager				
7/14/2025	Finance Director prepares Budget Workshop Deliverable #4 - Ad Valorem Tax Analysis & Preliminary Budget Book - Summary of Changes	7/18/2025	Finance Budget Committee Review and make recommendations to Commission for Budget Workshop #4 Ad Valorem Tax Analysis & Preliminary Budget Book - Summary of Changes	7/22/2025	Budget Workshop #4 - Ad Valorem Tax Analysis & Preliminary Budget Book - Summary of Changes
7/23/2025	Finance Director submit DR-420 and provide Property Appraiser with copy of completed submission				
7/22/2025	Department heads update budget forms (capital, operating, expense, revenue) as applicable, based on results of Budget Workshop #4 and in collaboration with Finance Director and City Manager				
8/6/2025	Finance Director prepares Budget Workshop Deliverable #5 - Tentative Budget Book & Summary of Changes From Previous Version	8/20/2025	Finance Budget Committee Review and make recommendations to Commission for Budget Workshop #5 Tentative Budget Book & Summary of Changes from Previous Version	8/26/2025	Budget Workshop #5 - Tentative Budget Book & Summary of Changes From Previous Version
8/26/2025	Finance Director prepare and submit agenda memos and ordinances for 1st reading and public hearing of millage rate and budget adoption. Finance Director coordinate with Tampa Bay Times for newspaper advertisement of 2nd public hearing on millage and budget adoption			9/8/2025	Millage & Budget Adoption - First Public Hearing
8/26/2025	Finance Director prepare and submit agenda memos and ordinances for 2nd reading and public hearing of millage rate and budget adoption			9/22/2025	Millage & Budget Adoption - Second Public Hearing
9/23/2025	Finance Director provides the signed millage and budget adoption ordinances to TRIM, PCTC Tax Roll Support, and PCPA				
9/23/2025	Finance Director completes and submits online the Form DR-422 and TRIM compliance package via the OASYS E-portal				





Financial Summaries

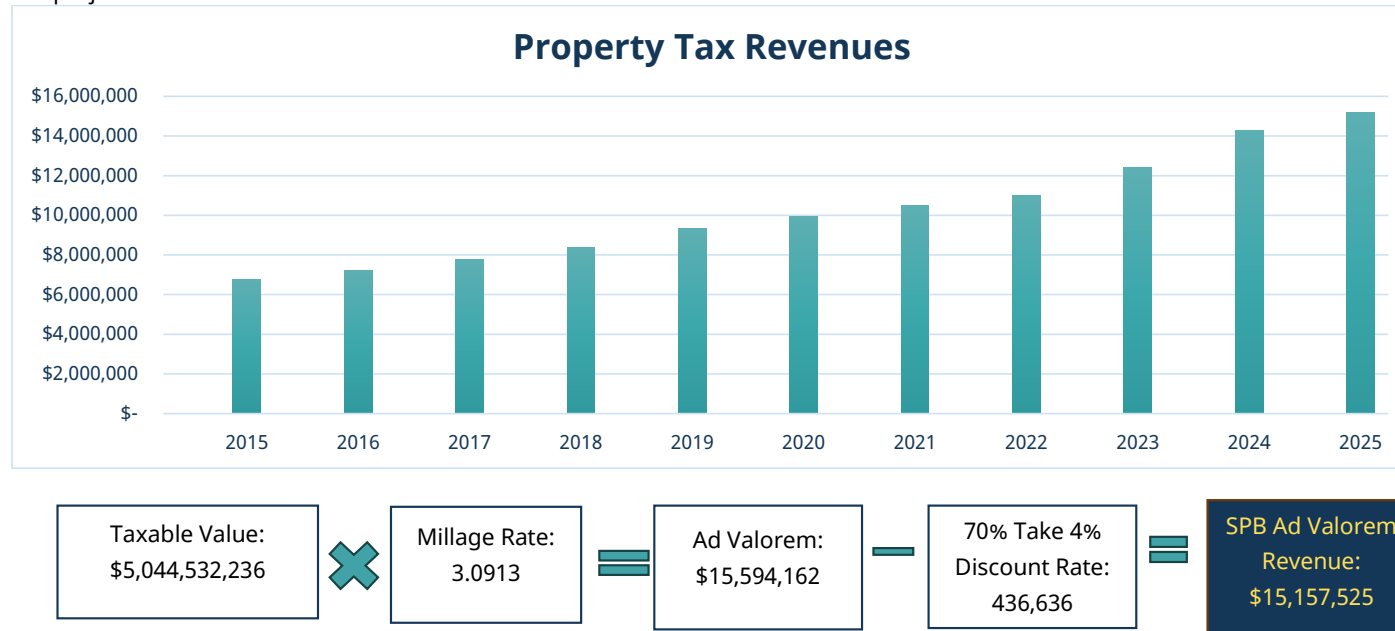
Summary of Revenues By Fund

Total Revenues & Other Sources

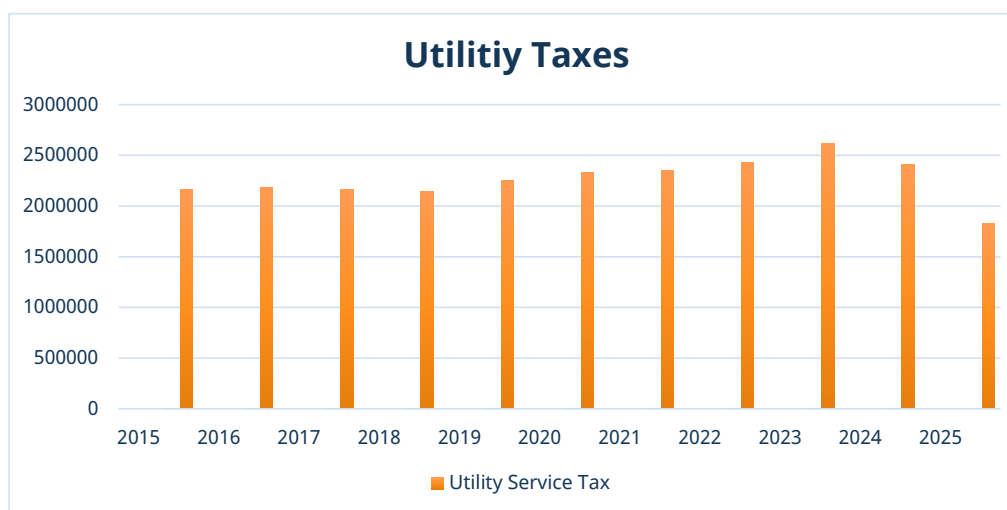
General Fund	41.44%	37,551,880
Building Fund	1.99%	1,807,558
Resiliency Fund	8.13%	7,367,976
Multimodal Fund	0.51%	460,000
Capital Fund	21.34%	19,332,205
Fleet Fund	0.77%	693,378
Wastewater Fund	16.36%	14,824,602
Reclaimed Water Fund	1.76%	1,592,043
Stormwater Fund	1.50%	1,355,876
Parking Fund	6.21%	5,623,619
Total Revenues & Other Inflows	100.00%	\$90,609,137
Fund Balance/Net Position Used		0
Total Sources		\$90,609,137

General Fund Revenue:

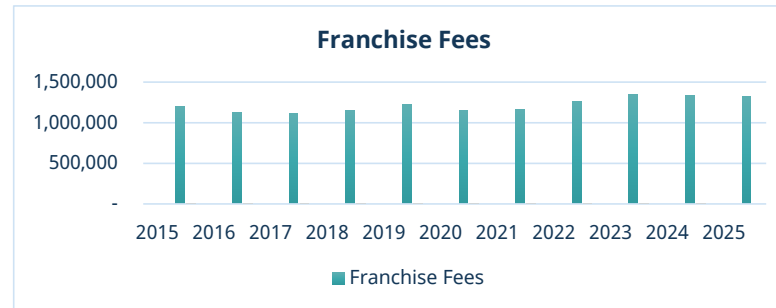
Taxable Value and Ad Valorem Taxes: Ad valorem taxes result from the levy of taxes on personal tangible property and real property. The state constitution authorizes a city to levy up to 10 mills for citywide purposes on all taxable property within the City. All residents are allowed a \$25,000 exemption from the taxable value of their homesteaded property. Depending on the taxable value of a property, some residents can exempt up to \$50,000 of the taxable value. Each year the Pinellas County Property Appraiser provides each jurisdiction within the County with the certified property valuation (see chart below). State statutes require that local jurisdictions budget a minimum of 95% of estimated taxes based on the certified value. Based on historical trends approximately 70% of property owners submit their payment in November to take advantage of the 4% discount rate. This has been factored into the projection for FY2025 and FY2026.



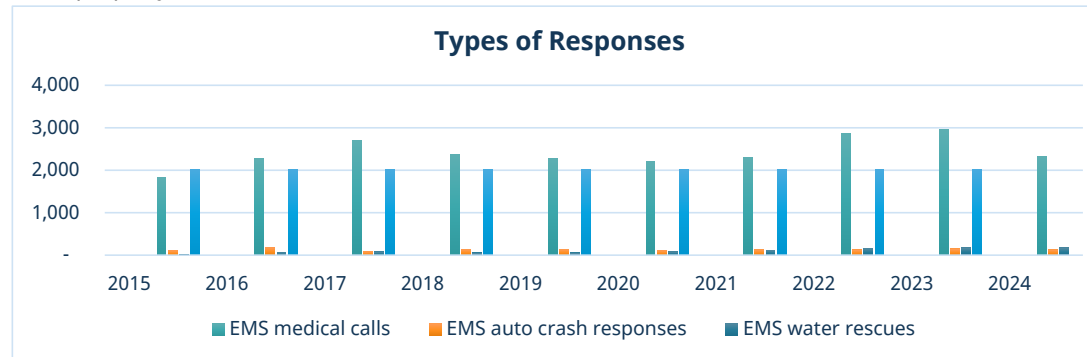
Utility Taxes: The City imposes a 10% utility tax—the state-allowed maximum—on electricity, natural gas, fuel oil, and propane. For electricity, the tax base includes gross receipt taxes and municipal franchise fees but excludes most fuel costs, making revenues from this tax more stable than from franchise taxes. However, electric tax revenues fluctuate with weather and rate changes. In 2024, Duke Energy bills rose due to storm cost recovery, with the FPSC approving \$1.09 billion in recoveries, increasing a typical 1,000 kWh customer's bill by \$22.62/month as of March 2025. Bills also include other charges like energy, fuel, taxes, and fees. Revenue data is based on actual collections. The downward trend for 2025 is reflective of the losses of homes during Hurricane Helene and Milton as well as the closure of many hotels during repair.



Franchise Fee: The City of St. Pete Beach has a franchise agreement with Duke Energy Florida, LLC. This agreement grants the company the right to operate within the city's public rights-of-way. The City looked at historical trend analysis of prior years to derive the current revenue estimate for FY2025 and FY2026.

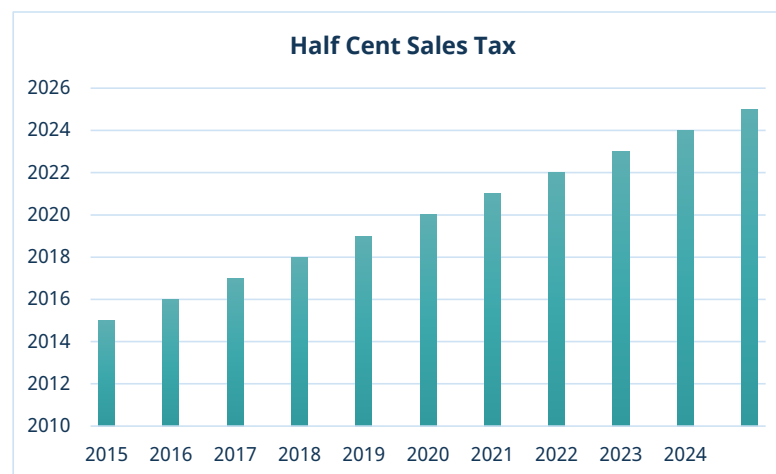


County EMS Reimbursement: The City of St. Pete Beach and Pinellas County have a formal agreement for emergency medical services (EMS) as part of a county-wide system. Structure: Pinellas County's EMS system is a two-tiered model. The City of St. Pete Beach Fire Department serves as the Advanced Life Support (ALS) first responder. This means they are the first to arrive on the scene of a medical emergency to provide immediate care. The County Provides Reimbursement for these services annually and they collect a separate mill from property taxes to fund the services.



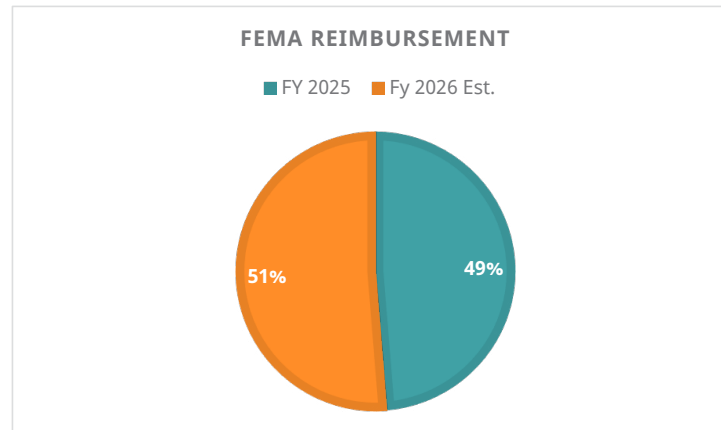
Parking Revenue: Parking historically was included in the General Fund as a service in FY2026 the created a separate fund for Parking, as an enterprise fund. The transfer back into the general fund covers cost of street maintenance, beach maintenance as well as a portion of policing due to increased traffic. The City is undergoing a Parking Management plan and fee study. The Residents of St. Pete Beach do not pay for Parking.

State Half-Cent Sales Tax: The State of Florida levies and collects a 6% sales tax on qualifying retail purchases. A portion of the revenue collected is distributed to county and municipal governments. Current revenue projections are based on historical receipts and state provided estimates. Historical data has been updated to reflect actual revenues received. This information is collected from the state annually.



Nonrecurring Revenue General Fund

FEMA Reimbursements: The City incurred nearly \$9 million in costs from Hurricanes Helene and Milton. In FY 2025, it received \$3.8 million for Category A debris removal and expects another \$4 million in FY 2026 for Category B expenses. While not a usual revenue source, the City of St. Pete Beach will continue collaborating with FEMA for reimbursement.



Insurance Recovery: The City incurred nearly \$9 million in costs from Hurricanes Helene and Milton damages to city property was above and beyond this, this revenue to the general fund will be transferred to the capital projects fund to pay for building repairs such as damaged roofs, seawalls, gym and equipment.

Enterprise Fund Revenue:

Wastewater: In St. Pete Beach, wastewater charges are based on potable water usage. Customers pay a fixed monthly base rate for the first 3,000 gallons, with an additional charge for every 1,000 gallons used above that amount. The city buys wastewater treatment from St. Petersburg and passes those costs to residents, with rates set by ordinance and billed through the utility department as part of the overall utility bill.

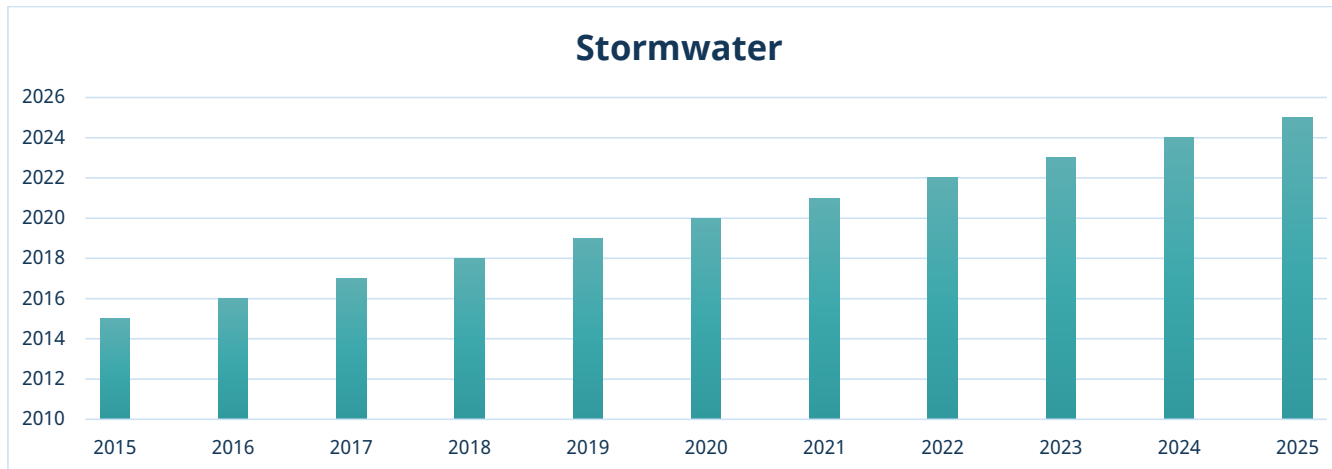


Stormwater: The city has established that the amount of stormwater runoff generated by a property is directly proportional to the size of its impervious surfaces. Properties with more hard surfaces produce greater runoff, thereby increasing management costs.

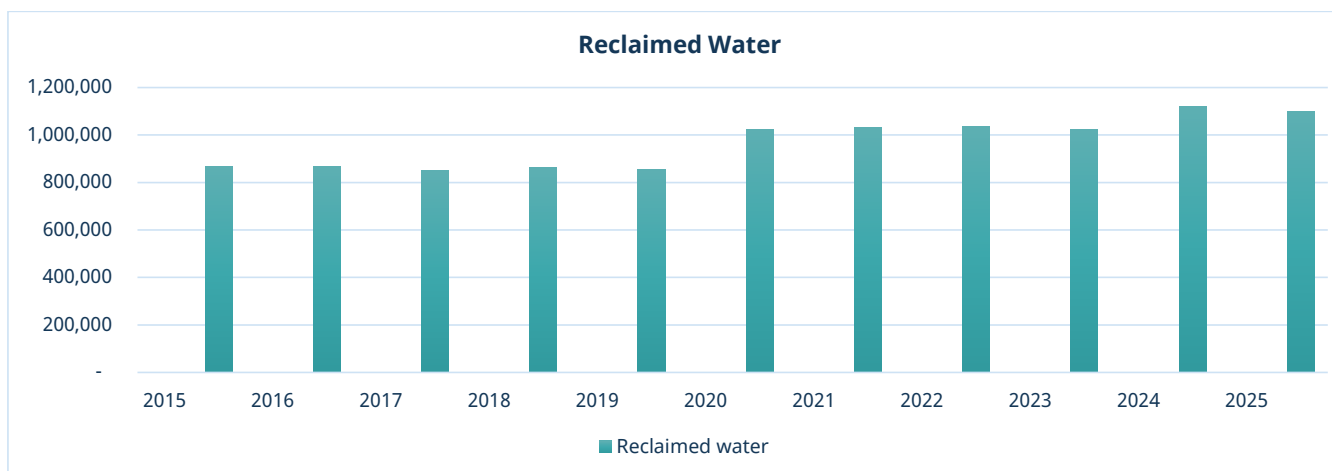
Tiered System for Residential Properties: Single-family residential properties are subject to a tiered rate structure, with each property classified into a tier based on the square footage of its impervious area. Each tier corresponds to a predetermined monthly fee; for instance, properties with smaller impervious areas fall into lower tiers with reduced fees, whereas those with larger impervious surfaces are placed in higher tiers with increased fees.

Non-Residential and Commercial Properties: The billing system for commercial and non-single-family residential properties is likewise based on total impervious area. These properties are assessed using an "Equivalent Residential Unit" (ERU), representing the median impervious area of a single-family home. The total impervious area of the property is divided by the ERU value to determine the number of billing units, which is then multiplied by the base rate.

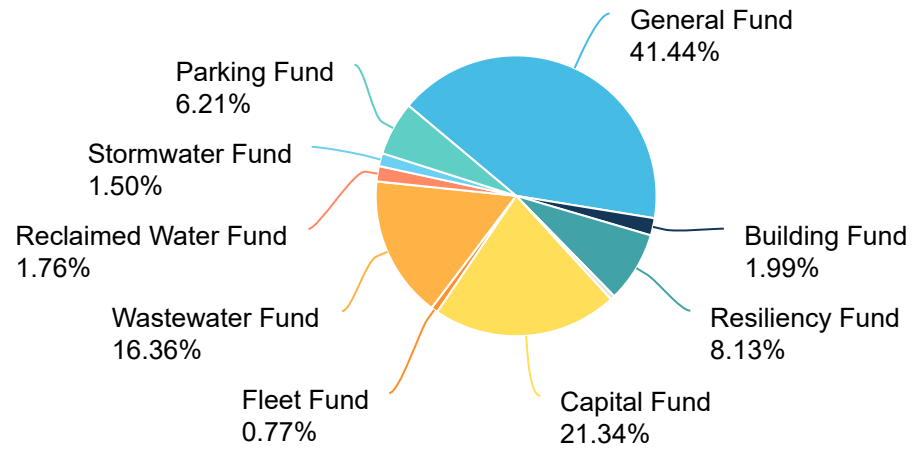
Fee Credits: Properties equipped with on-site stormwater management facilities, such as retention ponds, may qualify for fee credits. These credits acknowledge the property's contribution to reducing runoff and mitigating impacts on the municipal stormwater system.



Reclaimed Water: Fixed Fee: Residential properties are billed a flat monthly rate for one "Equivalent Residential Unit" (ERU). Commercial and Multi-Family Properties: These properties are billed based on the number of ERUs assigned to them, which is determined by the permeable square footage of the lot. They pay a different rate for the first ERU and a lower rate for each additional ERU.



Summary of Revenues By Fund

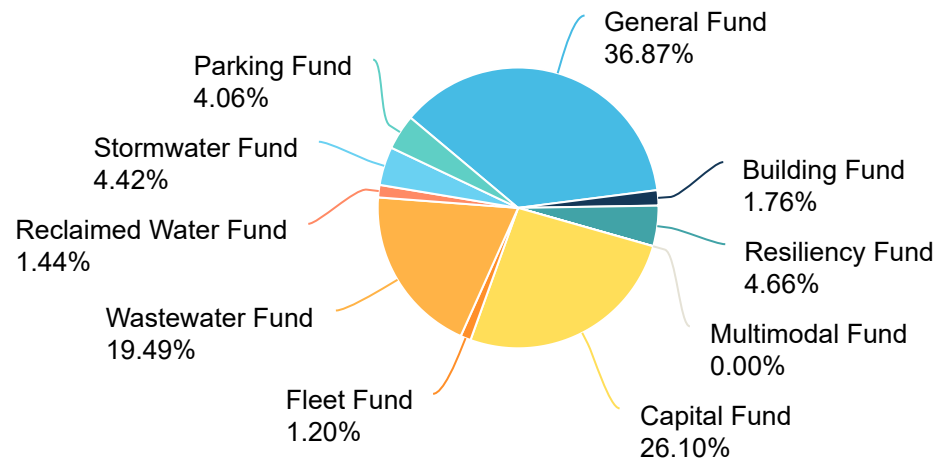


Summary of Exenditures By Fund

Total Expenditures & Other Outflows

General Fund	36.87%	\$45,218,677
Building Fund	1.76%	2,162,564
Resiliency Fund	4.66%	5,720,000
Multimodal Fund	0.00%	-
Capital Fund	26.10%	32,012,588
Fleet Fund	1.20%	1,470,475
Wastewater Fund	19.49%	23,903,790
Reclaimed Water Fund	1.44%	1,770,696
Stormwater Fund	4.42%	5,415,522
Parking Fund	4.06%	4,979,728
Total Expenses & Other Outflows	100.00%	\$122,654,040
Fund Balance/Net Postion Available		
Total Uses		\$122,654,040

Summary of Exenditures By Fund



Budget Summary

The FY 2025 budget is balanced including non-operational items such as interfund transfers, fund balance appropriations and external financing activity. The following summary distinguishes revenue (i.e., recurring operational items) from other sources such as transfers, financing arrangements, and fund balance appropriations. Similarly, expenditures (i.e., personnel, operating, capital outlay, and debt service) are distinguished from other uses such as transfers and fund balance appropriations

Character Description	Governmental Funds						Total Governmental Funds
	General Fund	Building Fund	Resiliency Fund	Multimodal Fund	Capital Fund	Fleet Fund	
Revenues & Other Inflows							
31 Taxes	\$17,938,416	\$-	\$-	\$-	\$1,537,500	\$-	\$19,475,916
32 Permits, Fees And Special Assessments	1,555,074	1,599,351	-	310,000	-	-	3,464,425
33 Intergovernmental Revenue	5,369,163	-	1,488,070	-	9,799,110	-	16,656,343
34 Charges For Services	6,025,528	-	-	-	-	-	6,025,528
35 Judgements, Fines, & Forfeits	124,018	-	-	-	-	-	124,018
36 Miscellaneous Revenues	2,930,866	208,207	-	150,000	205,000	73,200	3,567,273
38 Other Sources	3,608,815	-	5,879,906	-	7,790,595	620,178	17,899,494
Total Revenues & Other Inflows	37,551,880	1,807,558	7,367,976	460,000	19,332,205	693,378	67,212,997
Expenses & Other Outflows							
10 Personnel Services	9,635,916	1,189,971	-	-	-	142,700	10,968,587
11 Personnel Taxes & Benefits	4,218,772	426,443	-	-	-	48,125	4,693,340
30 Operating Expenditures/ Expenses	10,147,762	139,150	-	-	225,903	206,650	10,719,465
60 Capital Outlay	829,000	195,000	5,720,000	-	31,212,467	1,073,000	39,029,467
70 Debt Service	494,325	-	-	-	749,219	-	1,243,544
80 Grants And Aids	617,400	-	-	-	-	-	617,400
90 Other Uses	19,275,501	212,000	-	-	-	-	19,487,501
Total Expenses & Other Outflows	45,218,676	2,162,564	5,720,000	-	32,187,589	1,470,475	86,759,304
Fund Balance Net Position	(7,666,796)	(355,006)	1,647,976	460,000	(12,855,384)	(777,097)	(19,546,307)
Fund Balance Ending	\$9,095,232	\$2,754,390	\$3,225,468	\$632,115	\$1,322,350	\$634,928	\$17,664,483

Character Description	Proprietary Funds				Total Proprietary Funds
	Enterprise Funds				
	Wastewater Fund	Reclaimed Water Fund	Stormwater Fund	Parking Fund	
Revenues & Other Inflows					
31 Taxes	\$-	\$-	\$-	\$-	\$-
32 Permits, Fees And Special Assessments	6,400	3,800	-	-	10,200
33 Intergovernmental Revenue	-	10,000	870,157	-	880,157
34 Charges For Services	9,594,598	1,100,000	464,312	5,225,396	16,384,306
35 Judgements, Fines, & Forfeits	-	-	-	398,223	398,223
36 Miscellaneous Revenues	23,604	78,243	21,407	-	123,254
38 Other Sources	5,200,000	400,000	-	-	5,600,000
Total Revenues & Other Inflows	14,824,602	1,592,043	1,355,876	5,623,619	23,396,140
Expenses & Other Outflows					
10 Personnel Services	693,457	101,600	377,400	163,308	1,335,765
11 Personnel Taxes & Benefits	206,092	30,030	113,327	60,270	409,719
30 Operating Expenditures/ Expenses	5,666,294	751,027	680,880	1,256,150	8,354,351
60 Capital Outlay	15,510,000	700,000	3,875,000	300,000	20,385,000
70 Debt Service	1,220,042	-	256,055	-	1,476,097
80 Grants And Aids	-	-	-	-	-
90 Other Uses	607,905	188,039	112,860	3,200,000	4,108,804
Total Expenses & Other Outflows	23,903,790	1,770,696	5,415,522	4,979,728	36,069,736
Fund Balance Net Position	(9,079,188)	(178,653)	(4,059,646)	643,891	(12,673,596)
Fund Balance Ending	\$114,555	\$38,579	\$301,191	\$643,891	\$1,098,216

Revenue

The General Fund budget is based on the current millage rate of 3.0913 mills per \$1,000 of taxable value. With an 3% decrease in property values, ad valorem revenue is projected at \$15.1 million, a decrease from the 2025 budget.

Operating and Capital Analysis By Fund

	Governmental Funds						Total Governmental Funds
	General Fund	Building Fund	Resiliency Fund	Multimodal Fund	Capital Fund	Fleet Fund	
Revenues & Other Inflows							
31 Taxes	\$17,938,416	\$-	\$-	\$-	\$1,537,500	\$-	\$19,475,916
32 Permits, Fees And Special Assessments	1,555,074	1,599,351	-	310,000	-	-	3,464,425
33 Intergovernmental Revenue	5,369,163	-	1,488,070	-	9,799,110	-	16,656,343
34 Charges For Services	6,025,528	-	-	-	-	-	6,025,528
35 Judgements, Fines, & Forfeits	124,018	-	-	-	-	-	124,018
36 Miscellaneous Revenues	2,930,866	208,207	-	150,000	205,000	73,200	3,567,273
Total Revenues & Other Inflows	33,943,065	1,807,558	1,488,070	460,000	11,541,610	73,200	49,313,503
Expenses & Other Outflows							
10 Personnel Services	9,635,916	1,189,971	-	-	-	142,700	10,968,587
11 Personnel Taxes & Benefits	4,218,772	426,443	-	-	-	48,125	4,693,340
30 Operating Expenditures/ Expenses	10,147,762	139,150	-	-	225,903	206,650	10,719,465
70 Debt Service	494,325	-	-	-	749,219	-	1,243,544
80 Grants And Aids	617,400	-	-	-	-	-	617,400
Total Expenditures Less Capital Outlay	25,114,175	1,755,564	-	-	975,122	397,475	28,242,336
Excess (Deficiency) of Revenues Over Expenditures	8,828,890	51,994	1,488,070	460,000	10,566,488	(324,275)	21,071,167
Plus: Other Sources	3,608,815	-	5,879,906	-	7,790,595	620,178	17,899,494
Less: Capital Outlay	829,000	195,000	5,720,000	-	31,212,467	1,073,000	39,029,467
Less: Other Uses	19,275,501	212,000	-	-	-	-	19,487,501
Total Contributions	(16,495,686)	(407,000)	159,906	-	(23,421,872)	(452,822)	(40,617,474)
Fund Balance/Net Position Available (Used)	\$(7,666,796)	\$(355,006)	\$1,647,976	\$460,000	\$(12,855,384)	\$(777,097)	\$(19,546,307)

Operating and Capital Analysis By Fund

	Proprietary Funds				Total Proprietary Funds
	Enterprise Funds				
	Wastewater Fund	Reclaimed Water Fund	Stormwater Fund	Parking Fund	
Revenues & Other Inflows					
31 Taxes	\$-	\$-	\$-	\$-	\$-
32 Permits, Fees And Special Assessments	6,400	3,800	-	-	10,200
33 Intergovernmental Revenue	-	10,000	870,157	-	880,157
34 Charges For Services	9,594,598	1,100,000	464,312	5,225,396	16,384,306
35 Judgements, Fines, & Forfeits	-	-	-	398,223	398,223
36 Miscellaneous Revenues	23,604	78,243	21,407	-	123,254
Total Revenues & Other Inflows	9,624,602	1,192,043	1,355,876	5,623,619	17,796,140
Expenses & Other Outflows					
10 Personnel Services	693,457	101,600	377,400	163,308	1,335,765
11 Personnel Taxes & Benefits	206,092	30,030	113,327	60,270	409,719
30 Operating Expenditures/ Expenses	5,666,294	751,027	680,880	1,256,150	8,354,351
70 Debt Service	1,220,042	-	256,055	-	1,476,097
80 Grants And Aids	-	-	-	-	-
Total Expenditures Less Capital Outlay	7,785,885	882,657	1,427,662	1,479,728	11,575,932
Excess (Deficiency) of Revenues Over Expenditures	1,838,717	309,386	(71,786)	4,143,891	6,220,208
Plus: Other Sources	5,200,000	400,000	-	-	5,600,000
Less: Capital Outlay	15,510,000	700,000	3,875,000	300,000	20,385,000
Less: Other Uses	607,905	188,039	112,860	3,200,000	4,108,804
Total Contributions	(10,917,905)	(488,039)	(3,987,860)	(3,500,000)	(18,893,804)
Fund Balance/Net Position Available (Used)	\$(9,079,188)	\$(178,653)	\$(4,059,646)	\$643,891	\$(12,673,596)

Strategic Road Map 2025-2027

Strategic Roadmap Formation:

The City of St. Pete Beach initiated a comprehensive strategic planning process beginning in December 2024, marking a deliberate shift from previous planning efforts that were largely operational rather than forward-looking and strategic. This Roadmap will serve as an anchor for the next two years allowing the organization to deploy strategic planning into the organization and align priorities of the commission with staff. The plan will continue to evolve with final phase involves staff returning to the Commission with a fully developed set of objectives and strategies. This presentation will mark the culmination of a year-long strategic journey, embedding accountability and performance metrics into the city's governance framework.



2025-2027

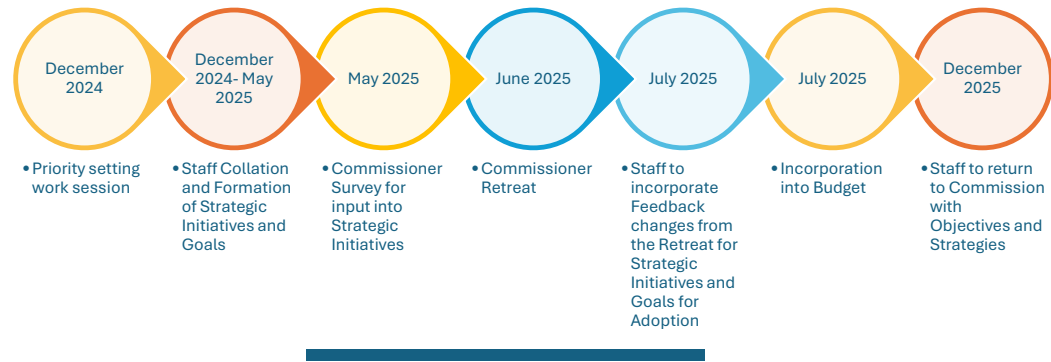
Strategic Roadmap

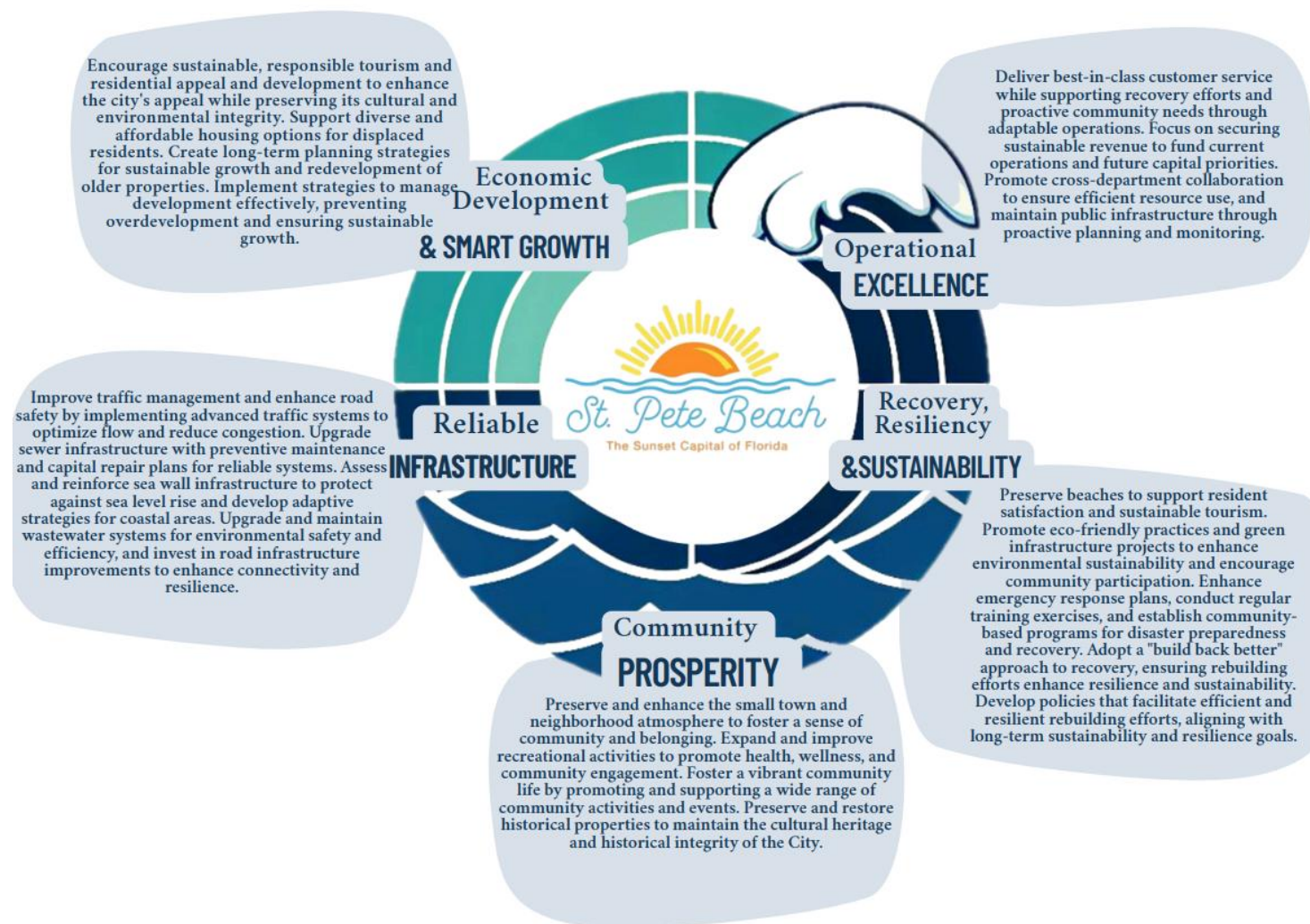
Why we
EXIST

Mission: The City of St. Pete Beach is committed to ensuring an optimal quality of life for its community by protecting our beaches and family-friendly environment while being respectful of our history.

What we
aspire to
BE

Vision: The City of St. Pete Beach strives to maintain our distinct sense of community values that fosters an environment of innovation, resiliency, sustainability and inspiration.





Strategic Road Map 2025-2027

Operational Excellence

1. Offer best in class customer service and support recovery initiatives and proactive community assistance consider a flexible operation to adapt to changing needs and priorities.
2. Identify and pursue short and long-term sustainable revenue sources that establish funding for operations and capital considerations now and in the future including the pursuit of legislative funding.
3. Foster strong collaboration among various departments to ensure cohesive and efficient resource allocation.
4. Develop maintenance plans, allocate resources, and monitor infrastructure and key operational efficiency to ensure well-maintained assets and operations.



Deliver best-in-class customer service while supporting recovery efforts and proactive community needs through adaptable operations. Focus on securing sustainable revenue to fund current operations and future capital priorities. Promote cross-department collaboration to ensure efficient resource use, and maintain public infrastructure through proactive planning and monitoring.

Recovery, Resiliency, & Sustainability

1. Ensure the preservation and enhancement of beaches to maintain appeal and support sustainable tourism.
2. Promote eco-friendly practices and green infrastructure projects to enhance environmental sustainability, mitigate climate change and encourage community participation in sustainability programs and initiatives.
3. Enhance emergency response plans and conduct regular training exercises and establish community-based programs to support disaster preparedness and recovery.
4. Adopt a "build back better" approach to recovery, ensuring that rebuilding efforts enhance resilience and sustainability and encourage innovative solutions and technologies in reconstruction projects.
5. Develop policies and partnerships that facilitate efficient and resilient rebuilding efforts and ensure that rebuilding policies align with long-term sustainability and resilience goals.



Preserve beaches to support resident satisfaction and sustainable tourism. Promote eco-friendly practices and green infrastructure projects to enhance environmental sustainability and encourage community participation. Enhance emergency response plans, conduct regular training exercises, and establish community-based programs for disaster preparedness and recovery. Adopt a "build back better" approach to recovery, ensuring rebuilding efforts enhance resilience and sustainability. Develop policies that facilitate efficient and resilient rebuilding efforts, aligning with long-term sustainability and resilience goals.

Community Prosperity

1. Preserve and enhance the small-town feel, atmosphere, and character of the neighborhoods to foster a sense of community and belonging.
2. Expand and improve recreational activities to promote health, wellness, and community engagement.
3. Foster a vibrant community life by promoting and supporting a wide range of community activities and events.
4. Preserve and restore historical properties to maintain the cultural heritage and historical integrity of the City.



Preserve and enhance the small town and neighborhood atmosphere to foster a sense of community and belonging. Expand and improve recreational activities to promote health, wellness, and community engagement. Foster a vibrant community life by promoting and supporting a wide range of community activities and events. Preserve and restore historical properties to maintain the cultural heritage and historical integrity of the City.

Reliable Infrastructure

1. Improve traffic management and enhance road safety. Implement advanced traffic management systems to optimize traffic flow and reduce congestion in collaboration with partner agencies.
2. Upgrade sewer infrastructure, implement preventive maintenance, and adopt infrastructure capital repair and replacement plan to ensure reliable and efficient sewer systems.
3. Assess and reinforce sea wall infrastructure to protect against sea level rise and develop adaptive strategies to mitigate the impacts of rising sea levels on coastal areas.
4. Upgrade and maintain wastewater and stormwater systems to ensure environmental safety and efficiency and invest in road infrastructure improvements to enhance connectivity and resilience.

Improve traffic management and enhance road safety by implementing advanced traffic systems to optimize flow and reduce congestion. Upgrade sewer infrastructure with preventive maintenance and capital repair plans for reliable systems. Assess and reinforce sea wall infrastructure to protect against sea level rise and develop adaptive strategies for coastal areas. Upgrade and maintain wastewater systems for environmental safety and efficiency, and invest in road infrastructure improvements to enhance connectivity and resilience.



Economic Development & Smart Growth

1. Encourage sustainable/responsible tourism and residential appeal and development to enhance the city's appeal while preserving its cultural and environmental integrity.
2. Ensure the Support availability of diverse and affordable housing options to support displaced residents and meet the community's needs.
3. Create and execute long-term planning strategies to support sustainable growth and development within the city. Facilitate the redevelopment of older properties to enhance neighborhoods and improve the living conditions for residents.
4. Implement strategies to manage development effectively, prevent overdevelopment and ensure sustainable growth.

Promote sustainable tourism and development to enhance the city's appeal while preserving its cultural and environmental integrity. Ensure diverse and affordable housing options for displaced residents. Create long-term planning strategies for sustainable growth and redevelopment of older properties. Implement strategies to manage development effectively, preventing overdevelopment and ensuring sustainable growth.







Governmental Funds

Fund Balance - General Fund

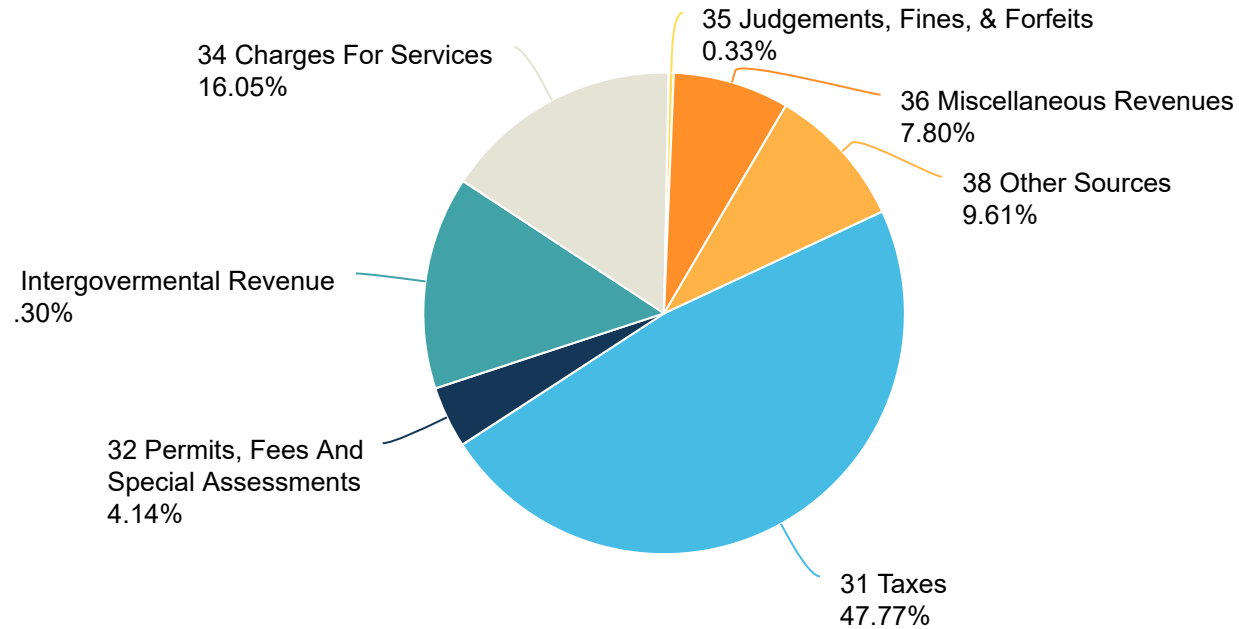
	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget
Revenues & Other Inflows				
31 Taxes	\$17,088,774	\$18,603,000	\$15,084,378	\$17,938,416
32 Permits, Fees And Special Assessments	1,517,724	1,513,700	546,720	1,555,074
33 Intergovernmental Revenue	1,521,981	1,467,500	4,713,198	5,369,163
34 Charges For Services	4,177,547	4,230,000	1,528,805	6,025,528
35 Judgements, Fines, & Forfeits	179,954	106,000	78,737	124,018
36 Miscellaneous Revenues	1,473,831	390,450	2,137,341	2,930,866
38 Other Sources	452,926	5,303,815	267,070	3,608,815
Total Revenues & Other Inflows	26,412,737	31,614,465	24,356,249	37,551,880
Expenses & Other Outflows				
10 Personnel Services	7,683,995	9,762,074	5,747,189	9,635,916
11 Personnel Taxes & Benefits	3,865,833	4,614,957	2,391,697	4,218,772
30 Operating Expenditures/ Expenses	9,947,215	12,219,156	5,465,279	10,147,762
60 Capital Outlay	196,131	648,300	230,590	829,000
70 Debt Service	552,226	552,065	-	494,325
80 Grants And Aids	128,231	11,000	8,004,230	617,400
90 Other Uses	7,863,629	766,000	233,541	19,275,501
Total Expenses & Other Outflows	30,237,260	28,573,552	22,072,526	45,218,676
Fund Balance Beginning	17,516,780	13,692,157	13,692,157	16,762,028
Fund Balance Net Position	(3,824,523)	3,040,913	2,283,723	(7,666,796)
Fund Balance Ending	\$13,692,257	\$16,733,070	\$15,975,880	\$9,095,232

General Fund Revenue & Other Inflows Summary

Revenues & Other Inflows By Character

31 Taxes	47.77%	17,938,416
32 Permits, Fees And Special Assessments	4.14%	1,555,074
33 Intergovernmental Revenue	14.30%	5,369,163
34 Charges For Services	16.05%	6,025,528
35 Judgements, Fines, & Forfeits	0.33%	124,018
36 Miscellaneous Revenues	7.80%	2,930,866
38 Other Sources	9.61%	3,608,815
Total Operating Revenue	100.00%	37,551,880

Revenues & Other Inflows By Character



General Fund Revenue by Account

Account	General Fund			
	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget
Revenues & Other Inflows				
001.3000.311000 - Ad Valorem Tax	\$14,299,846	\$15,525,000	\$13,938,567	\$15,189,414
001.3000.311001 - Ad Valorem Tax - Delinquent	5,001	-	2,294	-
001.3000.312410 - Pinellas County Gas Tax	93,752	128,000	71,029	124,029
001.3000.312510 - State Excise Tax- Fire Pension	354,513	190,000	-	190,000
001.3000.312520 - Excise Tax-Police Pension	-	100,000	-	100,000
001.3000.314100 - Utility Tax-Electric	1,492,909	1,650,000	670,207	1,520,207
001.3000.314300 - Utility Tax-Water	269,193	345,000	126,544	256,544
001.3000.314400 - Utility Tax-Gas	47,516	60,000	34,626	47,112
001.3000.315100 - Communication Service Tax	438,892	515,000	184,140	424,140
001.3000.316000 - Business Tax Receipt	87,153	90,000	56,971	86,970
001.3000.323100 - Franchise Fee - Electric	1,271,076	1,300,000	442,968	1,283,968
001.3000.323400 - Franchise Fee - Gas	15,746	20,000	10,888	15,000
001.3000.323700 - Franchise Fee - Solid Waste	20,000	20,000	20,000	20,000
001.3000.329500 - Plan Review Fees Other	900	1,200	600	1,200
001.3000.329503 - Lobbyist Fees	1,050	1,000	200	1,000
001.3000.331620 - Federal Grant - Fema	-	1,000	3,954,080	4,000,000
001.3000.332100 - State Grants Physical Environm	50,282	-	-	-
001.3000.335125 - State Revenue Sharing	282,411	260,000	117,434	252,488
001.3000.335150 - Alcoholic Beverage Lic.	48,940	50,000	42,817	48,000
001.3000.335180 - Half Cent Sales Tax	722,709	800,000	336,467	720,000
001.3000.335210 - F/F Supplemental Comp.	21,394	14,500	-	14,000
001.3000.335450 - State Rev Share Motor Fuel	60,223	62,000	29,292	54,675
001.3000.337100 - Local Government Grants	50,000	-	-	-
001.3000.337200 - County Reimbursement	-	20,000	-	20,000
001.3000.341200 - Admin Fee - Bldg Fund	194,900	203,000	-	203,000
001.3000.341201 - Admin.Fee - Wastewater	568,700	592,500	-	592,500
001.3000.341202 - Admin. Fee - Reclaimed Water	119,000	124,000	-	124,000
001.3000.341203 - Admin Fee - Stormwater	105,600	110,000	-	110,000
001.3000.341300 - P & Z Board Fees	35,738	25,000	6,396	38,784
001.3000.341301 - Copy Charges	6,072	5,000	4,457	6,000
001.3000.349001 - Credit Card Convenience Fee	-	-	4	-
001.3000.351100 - Court Fines	6,977	6,000	3,618	4,018
001.3000.354100 - Special Master Revenues	172,977	100,000	75,119	120,000
001.3000.361100 - Investment Income	1,233,611	125,000	44,442	125,000

General Fund Revenue by Account

Account	General Fund			
	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget
001.3000.365000 - Scrap & Surplus Sales	35,767	5,000	1,220	5,000
001.3000.369000 - Misc. Revenues	7,360	10,000	1,155	10,000
001.3000.369100 - Lien Searches	16,520	20,000	6,600	6,000
001.3000.369102 - Refund Prior Year Expenses	37,043	-	99,447	-
001.3000.369901 - Insurance Recovery	29,533	2,000	1,954,935	2,637,916
001.3000.380000 - Beginning Fund Balance	-	-	-	-
001.3000.381002 - Transfer From Stormwater	-	60,815	-	60,815
001.3000.381003 - Transfer From Arpa Fund	-	4,900,000	-	-
001.3000.381402 - Transfer From Reclaimed	60,813	-	-	-
001.3000.381404 - Transfer From Parking Fund	-	-	-	3,200,000
001.3000.383100 - Lease-Merry Pier	48,644	48,000	33,469	48,000
001.3000.383101 - Lease - Parklets	18,856	-	7,578	5,000
001.3000.383102 - Lease - Concessions	226,507	210,000	157,649	210,000
001.3000.383103 - Leases - Cabanas	98,106	85,000	68,374	85,000
001.3150.322003 - T.I. Inspect Fees	75	-	-	-
001.3150.322004 - Tree Removal Permits	750	500	275	500
001.3150.322005 - Miscellaneous Permits	3,624	1,000	90	1,000
001.3210.322002 - Fire Inspection Fees	50,300	50,000	14,188	50,000
001.3210.342400 - County Ems Reimbursement	2,623,773	2,700,000	1,380,113	3,748,208
001.3210.342401 - Ems Capital Reimbursement	6,000	7,000	-	700,000
001.3210.342403 - Other Co Ems Reimbursement	21,118	-	23,714	20,000
001.3240.322000 - Building Permits/Fees	50	-	1,828	1,828
001.3240.322001 - Plan Review Fees	153,349	120,000	55,578	180,578
001.3410.329501 - Reclaim Water Permits	805	-	105	-
001.3410.347217 - Parklets	6,000	5,000	4,000	5,000
001.3710.337700 - Pinellas Library. Co-Op	286,023	260,000	233,108	260,000
001.3710.347100 - Library Fees	27,248	30,000	17,284	32,424
001.3710.366002 - Donations-Library	6,050	1,000	-	1,000
001.3710.366004 - Donations-Library Memorials	184	250	3,041	250
001.3722.347201 - Rec Card-Resident	13,401	-	392	-
001.3722.347202 - Rec Card/Non-Resident	2,419	-	28	-
001.3722.347203 - Staff Led Programs	201,965	140,000	42,101	192,000
001.3722.347204 - Fitness Rm & Gym-Daily Fee	8,893	10,000	650	3,000
001.3722.347205 - Special Events - Taxable	75	-	12,411	12,411
001.3722.347207 - Rec Fees-Sport Leagues	2,100	2,000	-	2,000

General Fund Revenue by Account

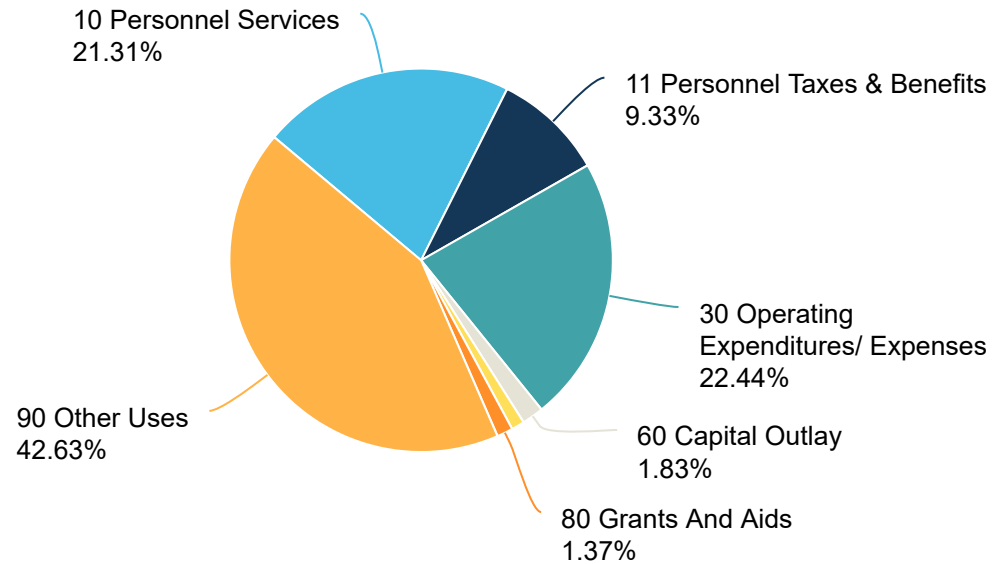
Account	General Fund			
	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget
001.3722.347208 - Recreation - Instructor Fees	97,247	100,000	15,358	96,000
001.3722.347212 - Pool Admissions	44,569	55,000	9,846	39,846
001.3722.347213 - Pool Staff Led Programs	769	-	84	-
001.3722.347214 - Pool Lessons - Staff Lead	6,067	12,500	-	6,000
001.3722.347215 - Pool Special Events	865	500	-	-
001.3722.347216 - Pool Instructor Fees	30,005	27,000	4,854	19,854
001.3722.347218 - Pool: Store Sales	3,602	6,500	3	6,500
001.3722.347219 - Camp Store Revenue	60	10,000	-	10,000
001.3722.347222 - Camp Store Sales (Non Tax)	3,850	-	80	-
001.3722.362000 - Rent-Community Center	55,674	100,000	9,230	50,000
001.3722.362101 - Rent-Pag Deck Area	11,408	17,500	6,460	17,500
001.3722.362102 - Rent-Warren Webster	1,308	7,000	1,717	7,000
001.3722.362103 - Rent - Don Vista	9,600	9,600	6,400	9,600
001.3722.362105 - Rent-Ball Fields	2,875	2,000	300	2,000
001.3722.362107 - Pool Rental / Taxed	9,367	14,000	140	14,000
001.3722.362108 - Rent - Other	8,775	-	567	8,500
001.3722.366005 - Donations-Recreation	-	70,000	-	30,000
001.3726.362106 - Rent-Parks	8,756	7,100	1,688	7,100
001.3727.347209 - Paddleboard Rental	5,287	5,000	1,317	5,000
001.3727.347211 - Beach Weddings	42,225	50,000	5,713	43,000
001.3740.347210 - Special Event Reimbursemt	-	10,000	-	10,000
Total Revenues & Other Inflows	\$26,412,741	\$31,614,465	\$24,356,250	\$37,551,879

General Fund Expenditure Summary

Expenditures & Outflows By Character

10 Personnel Services	21.31%	9,635,916
11 Personnel Taxes & Benefits	9.33%	4,218,772
30 Operating Expenditures/ Expenses	22.44%	10,147,762
60 Capital Outlay	1.83%	829,000
70 Debt Service	1.09%	494,325
80 Grants And Aids	1.37%	617,400
90 Other Uses	42.63%	19,275,501
Total Operating Expenditures	100.00%	45,218,677

Expenditures & Outflows By Character

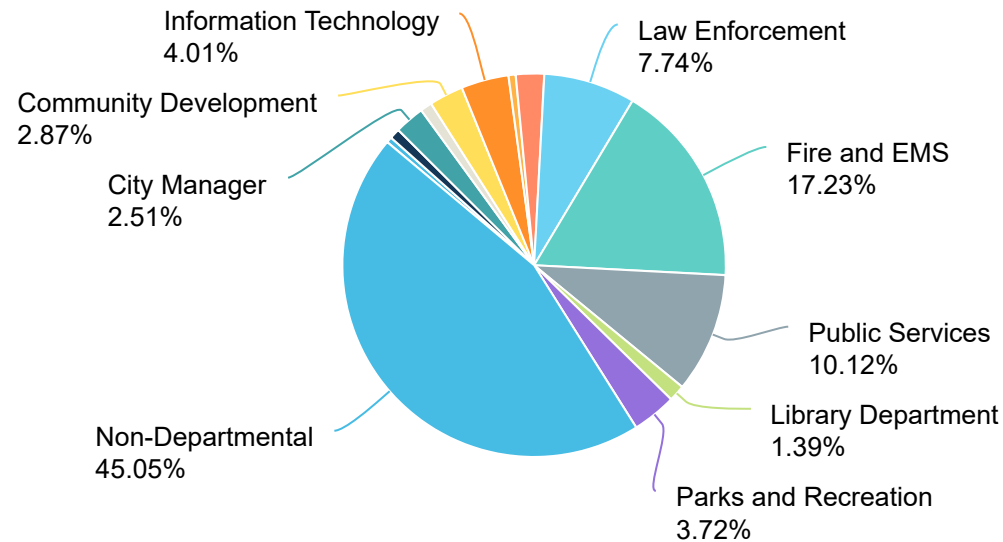


General Fund Expenditure Summary

Expenditures & Outflows By Department

City Commission	0.48%	215,900
City Clerk	0.89%	402,166
City Manager	2.51%	1,133,653
City Attorney	1.00%	450,000
Community Development	2.87%	1,296,987
Information Technology	4.01%	1,813,708
Human Resources	0.61%	277,324
Finance	2.38%	1,078,259
Law Enforcement	7.74%	3,500,540
Fire and EMS	17.23%	7,791,480
Public Services	10.12%	4,577,353
Library Department	1.39%	627,545
Parks and Recreation	3.72%	1,681,535
Non-Departmental	45.05%	20,372,227
Grand Total	100.00%	45,218,677

Expenditures & Outflows By Department



City Commission

By the Charter of the City of St. Pete Beach, the City Commission is vested with the legislative powers of the City. The City Commission consists of four Commissioners and a Mayor-Commissioner. Each Commissioner is elected by voters within his/her district and the Mayor is elected by voters throughout the City. The City Commission is empowered to approve and adopt the City's annual budget; adopt, amend and repeal ordinances and resolutions; levy taxes; grant, renew or extend franchises; set service or user fees for municipal services; authorize the borrowing of money; and appoint various Board and Committee members.

The City Commission appoints the City Manager, the City Clerk, and the City Attorney in accordance with the City Charter. They are also responsible for the establishment of goals and direction of the City and approve all policies for the City.

City Commission



City Commission

Adrian Petrilu Mayor



**Karen Marriott
Commissioner, District 1**



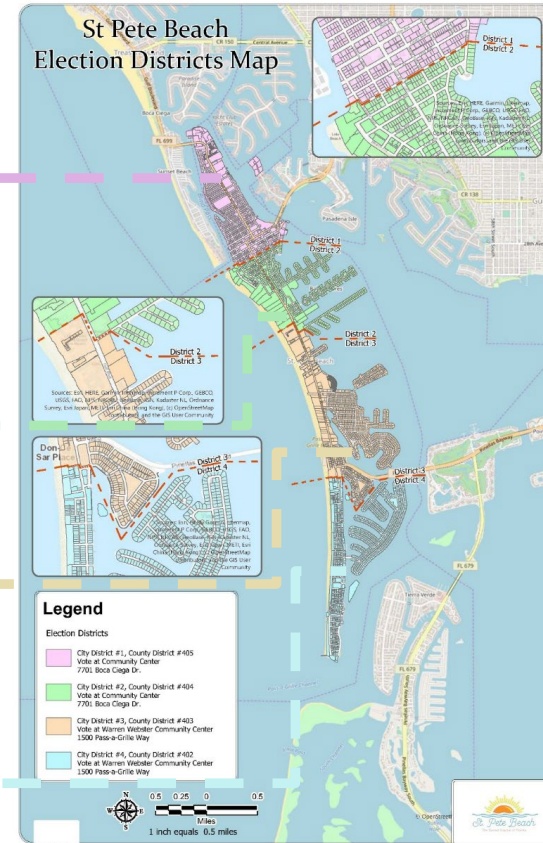
**Lisa Robinson Commissioner,
District 2**



**Betty Rzewnicki
Commissioner, District 3**



**Jon Maldonado
Commissioner, District 4**



 FY2026 Strategic Goals:

- > Ensure adherence to legislative guidelines in accordance with Florida Statutes
- > Foster transparency and access to public meetings and records
- > Assist departments in record management to ensure compliance with Florida records retention schedule
- > Continue to improve transparency through the use of electronic media by increasing documents available on the website
- > Efficiently manage City elections
- > Accurately record and carefully preserve and safeguard the legislative history of the City through a document preservation program
- > Provide record access to all employees through document imaging software

City Commission

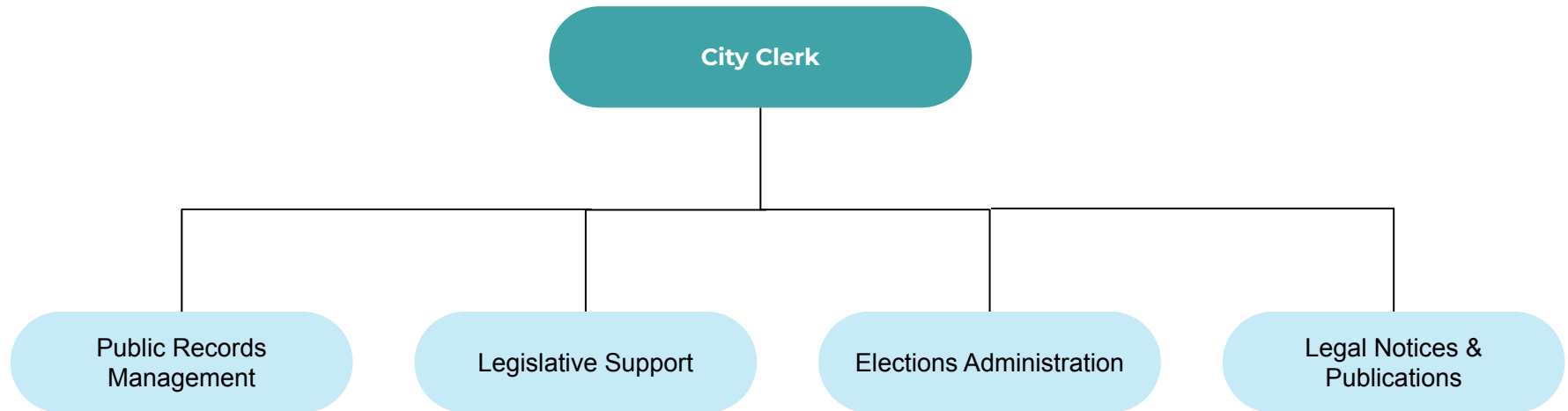
Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Expenses & Other Outflows					
001.5110.511000 - Executive Salaries	\$29,599	\$29,700	\$14,850	\$-	-100%
001.5110.512000 - Salaries And Wages	-	-	2,475	59,900	100%
001.5110.521000 - Fica And Medicare Tax	2,265	2,272	1,515	5,000	120%
001.5110.524000 - Workers Compensation	246	85	-	-	-100%
001.5110.531000 - Professional Contractual	88,673	63,000	30,226	110,000	75%
001.5110.540000 - Travel And Training	7,855	-	-	-	0%
001.5110.540001 - Travel & Training - District1	-	2,000	-	2,000	0%
001.5110.540002 - Travel & Training - District 2	79	2,000	-	2,000	0%
001.5110.540003 - Travel & Training - District 3	3,116	2,000	137	2,000	0%
001.5110.540004 - Travel & Training - District 4	360	2,000	-	2,000	0%
001.5110.540005 - Travel & Training - Mayor	1,975	2,000	-	2,000	0%
001.5110.540007 - League Of Cities	-	5,000	-	-	-100%
001.5110.549000 - Other Expenses	2,833	5,000	477	5,000	0%
001.5110.551000 - Office Supplies	191	1,000	-	-	-100%
001.5110.551001 - Furnishings	-	1,000	-	1,000	0%
001.5110.554000 - Publications & Memberships	3,607	8,000	2,578	10,000	25%
001.5110.582001 - Donations	-	11,000	-	10,000	-9%
001.5110.599000 - Contingency	2,280	10,000	-	5,000	-50%
Total Expenses & Other Outflows	\$143,079	\$146,057	\$52,258	\$215,900	48%

Personnel

	2025-Adopted	2026-Proposed
City Commission		
Mayor	1.00	1.00
Commissioner	4.00	4.00
Total FTE	5.00	5.00

City Clerk

The Office of the City Clerk provides a variety of services for the City Commission, City staff and, most importantly, our citizens. We serve as the liaison between the City Commissioners and our residents, providing citizens with greater access to elected officials. We also serve as the primary administrative support to the Commissioners. The City Clerk's Office is responsible for receiving and processing public records requests.



✓ FY2025 Accomplishments:

- > Facilitated, noticed, attended and took public comment at 117 City and community meetings, workshops, and executive sessions; ensured compliance with notices, minutes, ordinances, proclamations and resolutions.
- > Worked across departments for Commission and Board agenda creation.
- > Advertised, facilitated and attended 30 bid openings.
- > Completed 361 public record requests from residents, attorneys, employees, governments, and the general public in an average of 3.2 days each.
- > Established the Recovery Task Force with the residents; facilitated and attended the required meetings, resulting in recommendations for future disasters.

🚩 FY2026 Strategic Goals:

- > Ensure Legal Compliance and Integrity in All Functions
- > Promote Transparency and Public Access to Government Information
- > Manage Municipal Elections with Accuracy and Integrity
- > Maintain and Improve Public Records Management
- > Provide Excellent Administrative Support to City Leadership and Advisory Boards
- > Enhance Operational Efficiency and Customer Service
- > Strengthen Communication and Outreach

City Clerk

City Clerk

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Expenses & Other Outflows					
001.5121.512000 - Salaries And Wages	\$230,442	\$248,400	\$147,999	\$250,305	1%
001.5121.513000 - Other Salaries And Wages	2,286	2,800	9,308	-	-100%
001.5121.514000 - Overtime	2,956	1,000	50,709	-	-100%
001.5121.521000 - Fica And Medicare Tax	17,763	19,000	12,349	19,200	1%
001.5121.522000 - Retirement	25,190	26,950	16,002	26,800	-1%
001.5121.523000 - Employee Insurance	23,904	27,000	16,036	31,500	17%
001.5121.524000 - Workers Compensation	1,723	500	-	2,236	347%
001.5121.531000 - Professional Contractual	1,320	10,000	20,156	10,000	0%
001.5121.534000 - Other Services	110	10,000	8,727	22,000	120%
001.5121.540000 - Travel And Training	2,422	6,000	610	6,000	0%
001.5121.540005 - Travel & Training - Mayor	10	-	-	-	0%
001.5121.541000 - Telephone	1,710	1,800	1,058	-	-100%
001.5121.542000 - Postage	-	250	-	250	0%
001.5121.544000 - Equipment Rental	3,867	4,000	2,190	4,000	0%
001.5121.547000 - Duplicating	843	2,000	333	2,000	0%
001.5121.548000 - Promotional Activity	5,519	13,000	4,051	13,000	0%
001.5121.549000 - Other Expenses	23,136	25,800	25,128	10,000	-61%
001.5121.551000 - Office Supplies	734	2,000	97	2,000	0%
001.5121.551001 - Furnishings	-	2,500	-	1,000	-60%
001.5121.552000 - Operating Supplies	-	1,300	-	-	-100%
001.5121.552001 - Uniforms	207	225	-	225	0%
001.5121.552002 - Software	7,815	-	-	-	0%
001.5121.554000 - Publications & Memberships	1,515	1,300	442	1,650	27%
Total Expenses & Other Outflows	\$353,472	\$405,825	\$315,195	\$402,166	-1%

Personnel

	2025-Adopted	2026-Proposed
City Clerk		
City Clerk	1.00	1.00
Deputy City Clerk	1.00	1.00
Administrative Assistant	1.00	-
Executive Assistant To The CC	-	1.00
Total FTE	3.00	3.00

City Manager

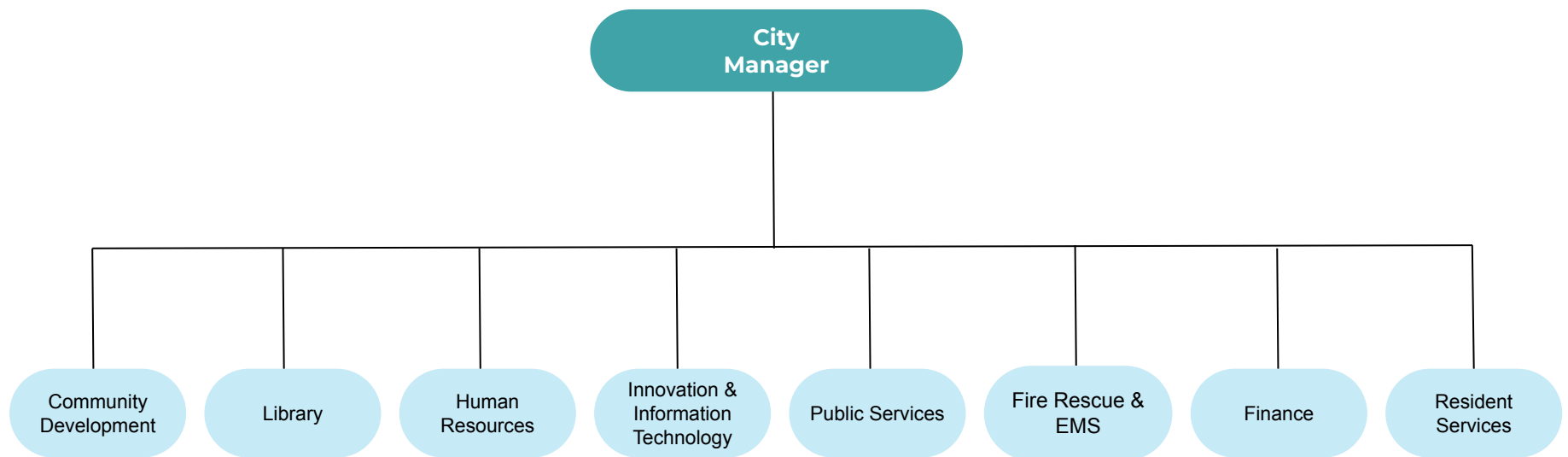
The City Manager is the Chief Administrative Officer. She is responsible for the overall daily operations of the City and for the delivery of high-quality services through the combined efforts of all the Departments. The City Manager is responsible to the City Commission for the administration of all City affairs placed in the City Manager's charge under the charter. The City Manager appoints all employees and administrative officials.

The City Administration provides overall direction and supervision for all departments and is responsible for advising and carrying out policies established by the City Commission. Activities include risk management, signing of contracts on behalf of the City and submitting the annual budget and capital program to the City Commission.

This Department has a Communications Manager, who is responsible for transmitting all information related to the City in both internal and external channels in a clear and truthful manner. In addition, the Department is the custodian of all the City's communication and social media channels.

In addition the department is currently responsible for the strategic oversight of Parking and Code Enforcement.





 FY2025 Accomplishments:

- > Develop financial alternatives to fund the sustainability plan for the City over the next year: initiated a Parking Study, and Enterprise Fee Study, and an Operational Fee Study
- > Continuous evaluation of the Organization to ensure maximum productivity with available resources
- > Continue to implement and pursue the goals established by the strategic plan, while continuing to update the plan

 FY2026 Strategic Goals:

- > Strategic Roadmap Delivery
- > Continued Recovery from Hurricanes
- > Culture Integration of Working Geniuses
- > Organizational Structure Review

City Manager

City Manager

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Expenses & Other Outflows					
001.5120.511000 - Executive Salaries	\$-	\$-	\$249,978	\$-	0%
001.5120.512000 - Salaries And Wages	402,966	639,300	-	693,922	9%
001.5120.513000 - Other Salaries And Wages	103,082	2,600	73,694	-	-100%
001.5120.514000 - Overtime	219	500	-	-	-100%
001.5120.515000 - Auto Allowance	28,123	6,900	4,108	6,000	-13%
001.5120.521000 - Fica And Medicare Tax	31,663	48,900	22,327	42,400	-13%
001.5120.522000 - Retirement	24,689	80,000	37,577	60,000	-25%
001.5120.523000 - Employee Insurance	42,739	81,000	27,977	52,500	-35%
001.5120.524000 - Workers Compensation	3,985	1,300	-	1,651	27%
001.5120.531000 - Professional Contractual	1,600	85,000	26,920	120,500	42%
001.5120.540000 - Travel And Training	2,491	5,000	240	15,000	200%
001.5120.541000 - Telephone	8,946	5,000	5,485	-	-100%
001.5120.544000 - Equipment Rental	1,355	1,500	2,422	2,400	60%
001.5120.545000 - Insurance	75,487	99,000	-	125,730	27%
001.5120.546000 - R&M Equipment	439	500	416	500	0%
001.5120.547000 - Duplicating	522	100	5,997	-	-100%
001.5120.549000 - Other Expenses	2,479	3,000	473	-	-100%
001.5120.551000 - Office Supplies	5,001	2,500	476	2,500	0%
001.5120.552000 - Operating Supplies	800	1,000	140	1,000	0%
001.5120.552001 - Uniforms	-	-	448	2,250	100%
001.5120.552002 - Software	14,750	-	-	-	0%
001.5120.552003 - Fuel	1,267	100	153	300	200%
001.5120.554000 - Publications & Memberships	3,581	5,000	366	7,000	40%
001.5120.591003 - Transfer To Fleet Fund	2,794	-	-	-	0%
Total Expenses & Other Outflows	\$758,978	\$1,068,200	\$459,197	\$1,133,653	6%

City Manager

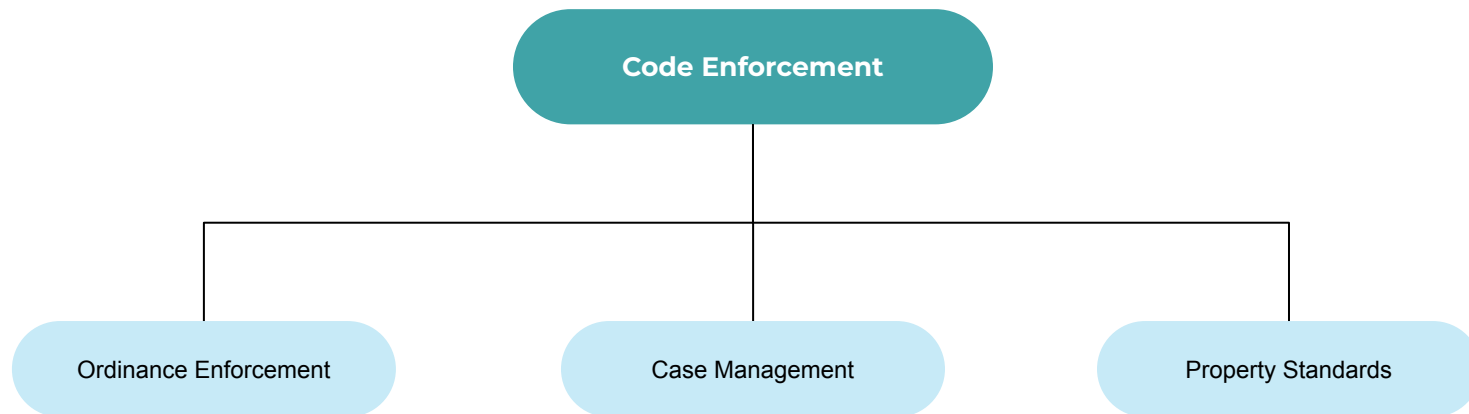
Personnel

	2025-Adopted	2026-Proposed
City Manager		
City Manager	1.00	1.00
Assistant City Manager	1.00	1.00
Executive Assistant To The CM	1.00	1.00
Management Analyst - CMO	1.00	1.00
Communications Manager	1.00	1.00
Total FTE	5.00	5.00

Code Enforcement

The Code Enforcement Department protects the safety, integrity, and quality of life in St. Pete Beach through consistent but friendly enforcement of city codes. We focus on holding property owners and visitors accountable by addressing issues such as neglected properties, illegal short-term rentals, excessive noise, and storm-related damage.

Our enforcement efforts support neighborhood livability, safeguard wildlife through sea turtle conservation, and preserve the coastal charm of our community. Through education, visibility, and action, we ensure St. Pete Beach remains clean, compliant, and resilient.



Code Enforcement

Code Compliance

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Expenses & Other Outflows					
001.5241.512000 - Salaries And Wages	\$155,856	\$200,400	\$169,188	\$298,366	49%
001.5241.513000 - Other Salaries And Wages	2,681	5,000	3	-	-100%
001.5241.514000 - Overtime	-	1,000	945	1,000	0%
001.5241.521000 - Fica And Medicare Tax	12,049	15,300	13,031	23,000	50%
001.5241.522000 - Retirement	13,775	20,000	14,151	30,010	50%
001.5241.523000 - Employee Insurance	24,429	25,000	10,600	43,050	72%
001.5241.524000 - Workers Compensation	5,666	2,500	-	7,195	188%
001.5241.526000 - Employee Recognitions	-	1,500	-	410	-73%
001.5241.531000 - Professional Contractual	23,306	25,000	4,425	25,000	0%
001.5241.540000 - Travel And Training	7,321	5,500	1,508	5,500	0%
001.5241.542000 - Postage	11,183	1,500	23	1,575	5%
001.5241.545000 - Insurance	1,096	1,430	-	1,500	5%
001.5241.546000 - R&M Equipment	2,762	3,600	907	-	-100%
001.5241.547000 - Duplicating	239	1,500	-	1,500	0%
001.5241.548000 - Promotional Activity	-	-	626	-	0%
001.5241.549000 - Other Expenses	1	800	-	1,575	97%
001.5241.549001 - Purchasing Card	35	-	-	-	0%
001.5241.551000 - Office Supplies	403	1,400	637	1,000	-29%
001.5241.552000 - Operating Supplies	7,285	1,000	661	5,250	425%
001.5241.552001 - Uniforms	965	500	1,085	450	-10%
001.5241.552002 - Software	586	-	-	-	0%
001.5241.552003 - Fuel	1,050	5,000	26	5,000	0%
001.5241.554000 - Publications & Memberships	620	-	55	1,000	100%
001.5241.591003 - Transfer To Fleet Fund	24,265	-	-	-	0%
Total Expenses & Other Outflows	\$295,573	\$317,930	\$217,871	\$452,381	42%

Code Enforcement

Personnel

	2025-Adopted	2026-Proposed
Community Development: Code Compliance		
Community Development Director	0.10	0.10
Code Enforcement Manager	1.00	1.00
Administrative Assistant	1.00	1.00
Code Enforcement Officer	2.00	2.00
Code Enforcement Clerk	1.00	-
Total FTE	5.10	4.10

City Attorney

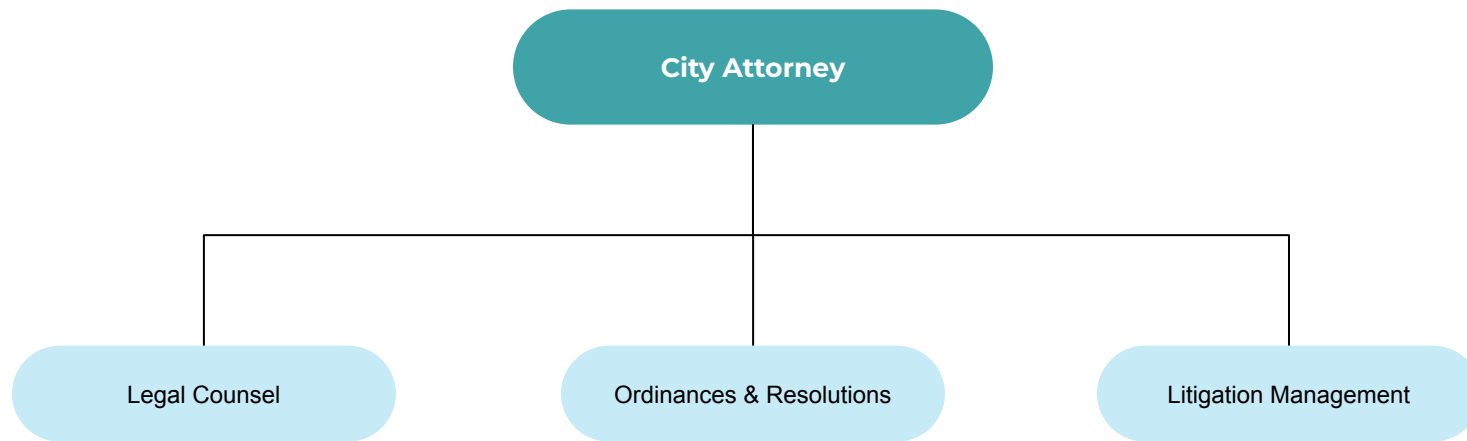
The City of St. Pete Beach receives its legal guidance and representation through a contracted law firm that serves as the official City Attorney. This arrangement ensures that the City has access to experienced legal professionals without maintaining an in-house legal department.

The City Attorney's responsibilities include:

- ✦ **Legal Representation:** Acting as the attorney of record in all civil legal matters involving the City, its officials, or employees acting in their official capacity.
- ✦ **Litigation:** Initiating and defending civil lawsuits, including eminent domain proceedings, as authorized by the City Commission.
- ✦ **Advisory Role:** Providing legal advice to the City Commission, City Manager, and designated staff and boards through the City Manager's office.
- ✦ **Legal Opinions:** Issuing written legal opinions on matters related to city governance, including interpretation of the City Charter, ordinances, contracts, and state laws.
- ✦ **Document Review:** Reviewing and approving the legal form and sufficiency of all city ordinances, resolutions, contracts, and other legal instruments.
- ✦ **Meeting Attendance:** Attending all regular and special City Commission meetings unless excused by the Mayor.
- ✦ **Additional Duties:** Performing other legal tasks as assigned by the City Commission.

This contracted model allows the City to maintain high-quality legal oversight while managing costs and ensuring flexibility in addressing a wide range of municipal legal needs.

City Attorney



City Attorney

City Attorney

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Expenses & Other Outflows					
001.5140.531001 - Basic Legal Services	\$504,149	\$450,000	\$260,692	\$450,000	0%
001.5140.531002 - Planning And Engineering	-	10,000	-	-	-100%
001.5140.531004 - Extra Legal - Labor Atty.	-	-	8,642	-	0%
001.5140.531500 - Extra Legal - Specialty	131,996	50,000	-	-	-100%
Total Expenses & Other Outflows	\$636,145	\$510,000	\$269,334	\$450,000	-12%

Community Development

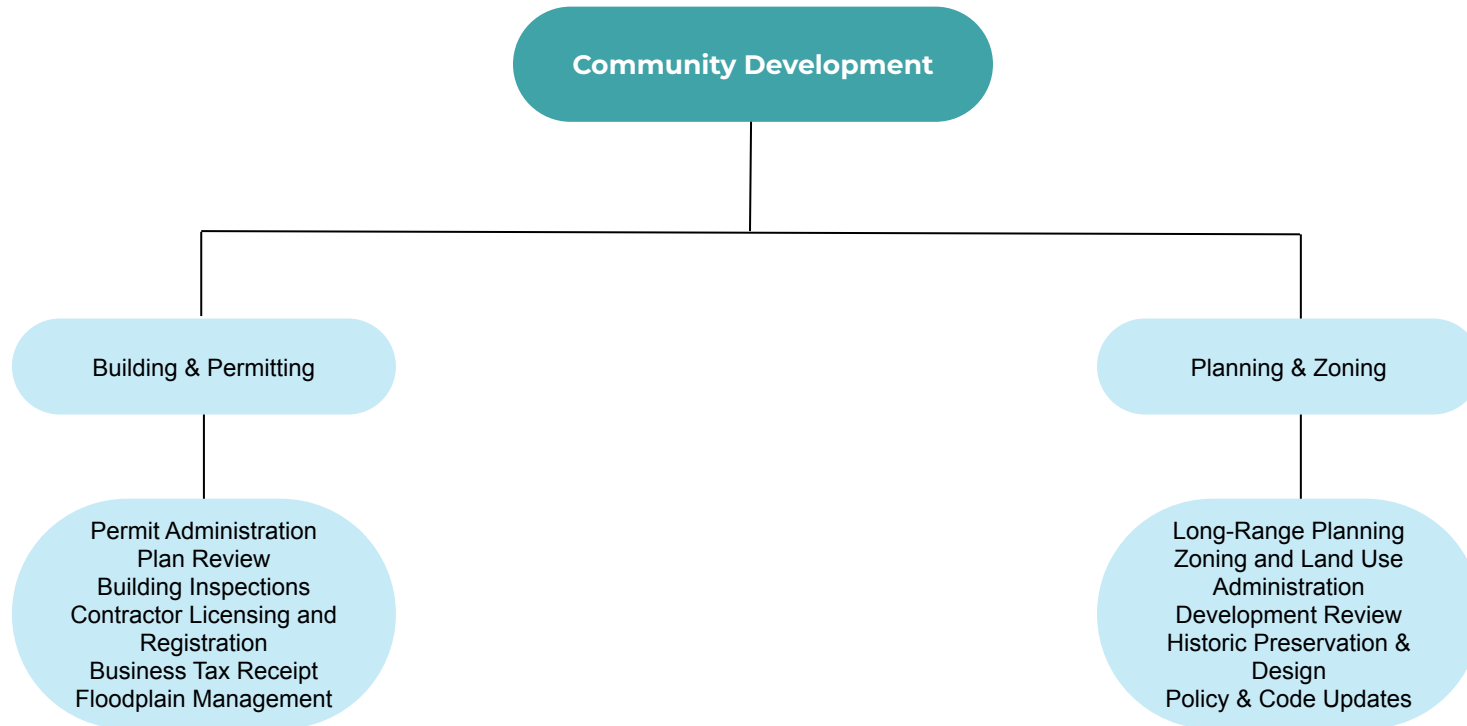
The Community Development Department comprises two divisions: Building and Permitting and Planning and Zoning.

The Building & Permitting Division ensures development proposals comply with building codes and ordinances, regulations and standards set forth by the Florida Building Code and other regulatory agencies. The Department reviews building plans and oversees the City permit issuance process, performing prompt and thorough inspections at various stages of construction. The department also issues business tax receipts (formerly known as occupational licenses) to businesses operating in St. Pete Beach, register out-of-town contractors and businesses providing goods and services within the City limits and provides assistance to those wishing to start a business in the City.

The Planning and Zoning Division guides how land within the city is used and developed to make sure growth is orderly, safe, and consistent with the city's vision. Responsibilities include long-range planning, zoning administration, historic preservation and design review, community assistance in navigating the zoning code, permits and the development process, policy and code updates, and provides staff support to the Board of Adjustment, the Historic Preservation Board and the Planning Board, follow-up assistance to the City Commission and Special Magistrate and facilitating the Technical Review Committee meetings.



Community Development



Community Development

✓ **FY2025 Accomplishments:**

- > Managed a high volume of permit applications while refining policies and operational procedures to support the needs of the community.
- > Facilitated numerous Local Historic Designations, significantly contributing to the preservation of community heritage.
- > Revitalized the Historic Plaque Program, enhancing awareness and appreciation for the area's historical significance.
- > Developed a program where community volunteers are available in City Hall from 9am – 1pm to assist residents with navigating the permitting process.

🚩 **FY2026 Strategic Goals:**

- > Promote Sustainable Development
- > Strengthen Long-range Planning Initiatives
- > Facilitate Effective Policy Development
- > Ensure Compliance with Land Development Regulations
- > Support Advisory Boards and Committees
- > Foster Economic Development Opportunities

Community Development

Community Development Summary

Characters	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Revenues & Other Inflows					
32 Permits, Fees And Special Assessments	\$157,848	\$121,500	\$57,771	\$183,906	51%
Total Revenues & Other Inflows	\$157,848	\$121,500	\$57,771	\$183,906	51%
Expenses & Other Outflows					
10 Personnel Services	296,893	519,100	366,438	804,617	55%
11 Personnel Taxes & Benefits	103,962	143,835	86,184	250,345	74%
30 Operating Expenditures/ Expenses	241,050	220,230	48,325	242,025	10%
90 Other Uses	24,265	-	-	-	0%
Total Expenses & Other Outflows	\$666,170	\$883,165	\$500,947	\$1,296,987	47%

Personnel Summary

	2025-Adopted	2026-Proposed
Community Development		
Community Development: Code Compliance	5.10	4.10
Community Development: Planning	5.30	5.30
Total FTE	10.40	9.40

Planning & Zoning

Community Development Department ensures the future quality of life of City residents by providing professional assistance and expertise to elected officials, appointed boards, city management and citizens in the areas of Planning, Zoning, Land Use Management, economic development and strategic decision making.

Activities include:

- ✦ Research and planning to assist the City Commission in determining long-range strategies for future beautification, development, and redevelopment programs
- ✦ Facilitate required and discretionary Comprehensive Plan engagement and amendment processes.
- ✦ Concurrency Monitoring
- ✦ Inform the public and guide the policy development process
- ✦ Administer the zoning and variance processes
- ✦ Collect, organize, analyze, and interpret data and indicators regarding municipal conditions and determine consistency with City's Comprehensive Plan and Land Development Regulations
- ✦ Facilitate required and discretionary Comprehensive Plan engagement and amendment processes.
- ✦ Formulate and recommend procedures, guidelines, alternatives, code revisions, and priorities for implementing City codes and regulations
- ✦ Provides staff support to the Board of Adjustment, the Historic Preservation Board and the Planning Board, follow-up assistance to the City Commission and Special Magistrate and facilitating the Technical Review Committee meetings.

Planning & Zoning

Planning

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Revenues & Other Inflows					
001.3150.322003 - T.I. Inspect Fees	\$75	\$-	\$-	\$-	0%
001.3150.322004 - Tree Removal Permits	750	500	275	500	0%
001.3150.322005 - Miscellaneous Permits	3,624	1,000	90	1,000	0%
001.3240.322000 - Building Permits/Fees	50	-	1,828	1,828	100%
001.3240.322001 - Plan Review Fees	153,349	120,000	55,578	180,578	50%
Total Revenues & Other Inflows	157,848	121,500	57,771	183,906	51%
Expenses & Other Outflows					
001.5150.512000 - Salaries And Wages	138,356	312,400	195,817	505,251	62%
001.5150.513000 - Other Salaries And Wages	-	-	485	-	0%
001.5150.515000 - Auto Allowance	-	300	-	-	-100%
001.5150.521000 - Fica And Medicare Tax	10,501	23,900	14,483	38,600	62%
001.5150.522000 - Retirement	13,915	25,870	19,328	51,030	97%
001.5150.523000 - Employee Insurance	21,813	28,565	14,591	55,650	95%
001.5150.524000 - Workers Compensation	1,814	1,200	-	1,400	17%
001.5150.531000 - Professional Contractual	161,017	150,000	31,435	175,000	17%
001.5150.540000 - Travel And Training	2,485	6,000	351	8,000	33%
001.5150.541000 - Telephone	1,447	1,500	1,015	-	-100%
001.5150.542000 - Postage	8,263	5,000	-	1,500	-70%
001.5150.547000 - Duplicating	2,388	1,500	830	1,500	0%
001.5150.549000 - Other Expenses	4,225	1,000	3,425	-	-100%
001.5150.551000 - Office Supplies	795	3,000	871	2,000	-33%
001.5150.552000 - Operating Supplies	1,428	2,000	346	-	-100%
001.5150.552001 - Uniforms	-	-	99	675	100%
001.5150.554000 - Publications & Memberships	2,150	3,000	-	4,000	33%
Total Expenses & Other Outflows	\$370,597	\$565,235	\$283,076	\$844,606	49%

Planning & Zoning

Personnel

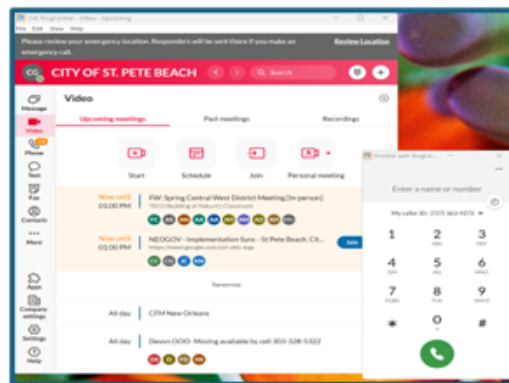
	2025-Adopted	2026-Proposed
Community Development: Planning		
Community Development Director	0.30	0.30
Planning Manager	1.00	1.00
Senior Planner	3.00	3.00
Planning And Zoning Tech II	1.00	1.00
Total FTE	5.30	5.30

Innovation and Information Technology

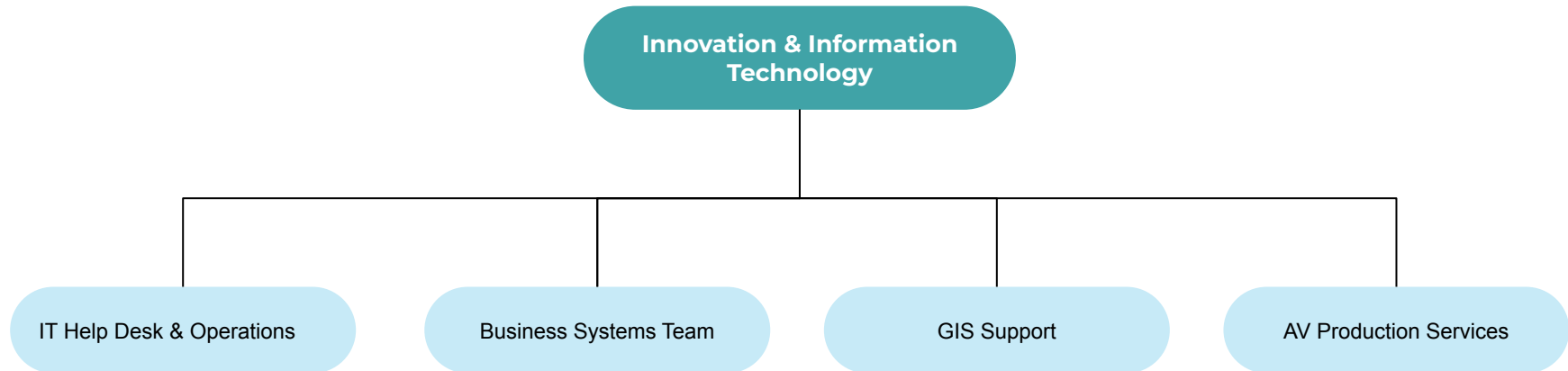
The Information Technology Division is a strategic and collaborative partner dedicated to supporting the technological needs of over 100 employees across multiple City locations. Our mission is to move the City toward a secure, modern, and resilient technological future through exceptional service, innovative solutions, and proactive planning.

We provide subject matter expertise in existing platforms while guiding departments in evaluating and implementing new capabilities. As business enablers, we focus on delivering reliable infrastructure, responsive support, and pragmatic innovation that empowers City staff and enhances services for residents, visitors, and stakeholders.

Our vision is to create a connected, future-ready city through centralized technology management, agile operations, and a strong cybersecurity posture. With a commitment to continuous improvement, we aim to drive operational excellence and community impact through strategic investments in infrastructure, security, digital services, and customer experience.



Innovation and Information Technology



✓ FY2025 Accomplishments:

- > Successfully brought temporary facilities for Fire, Public Works, Recreation, and Community Services back online following storm impacts ensuring continuity of essential services.
- > Onboarded 61 staff, contractors, and volunteers from September to April, allowing teams to mobilize to meet significant demand.
- > Deployed Cloud-based RingCentral Phone System
- > Expanded communication channels, enabled smart routing, and maintained uninterrupted services for emergency operations.
- > Deployed mobile printing and began implementation of advanced SDE tools to enhance field operations and data access.

🚩 FY2026 Strategic Goals:

- > Modernize Service Delivery & Community Experience
 - > Modernize the City's digital ecosystem
 - > Deploy and optimize enterprise platforms
 - > Evaluate and expand software tools
 - > Identify and implement BPO (Business Process Optimization)
- > Infrastructure Resilience & Cybersecurity
 - > Eliminate single points of failure
 - > Strengthen the cybersecurity program
 - > Maintain and modernize the City's PC fleet and device infrastructure
 - > Ensure proactive lifecycle management
- > Innovation & Future-Ready Government by exploring and piloting AI and emerging technologies

Innovation and Information Technology

Information Technology

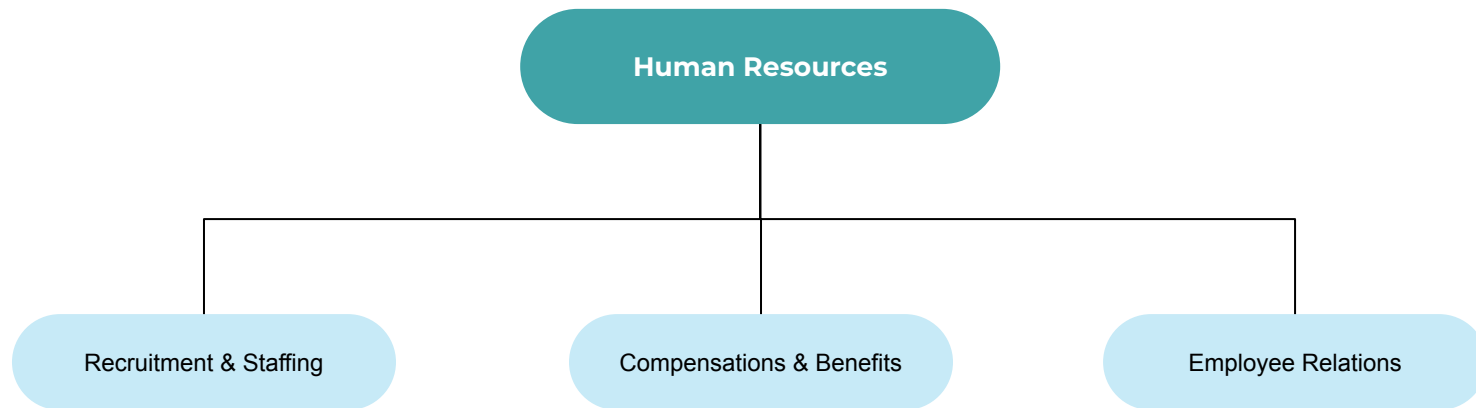
Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Expenses & Other Outflows					
001.5190.512000 - Salaries And Wages	\$183,920	\$464,528	\$132,213	\$464,528	0%
001.5190.513000 - Other Salaries And Wages	848	-	2,956	-	0%
001.5190.514000 - Overtime	25,618	5,000	17,513	5,000	0%
001.5190.515000 - Auto Allowance	300	900	175	-	-100%
001.5190.521000 - Fica And Medicare Tax	15,308	35,500	11,303	35,500	0%
001.5190.522000 - Retirement	20,492	48,700	14,759	48,700	0%
001.5190.523000 - Employee Insurance	33,854	52,400	15,507	52,400	0%
001.5190.524000 - Workers Compensation	1,826	2,317	-	2,317	0%
001.5190.531000 - Professional Contractual	53,367	135,000	26,983	135,000	0%
001.5190.534000 - Other Services	42,509	216,800	45,715	216,800	0%
001.5190.540000 - Travel And Training	-	15,000	-	15,000	0%
001.5190.541000 - Telephone	33,149	137,350	23,831	137,350	0%
001.5190.545000 - Insurance	-	58,500	45,588	58,500	0%
001.5190.546100 - Direct / Facility Maintenance	30	-	-	-	0%
001.5190.549001 - Purchasing Card	12,575	-	-	-	0%
001.5190.551000 - Office Supplies	841	700	205	700	0%
001.5190.552000 - Operating Supplies	805	500	927	-	-100%
001.5190.552001 - Uniforms	-	975	-	975	0%
001.5190.552002 - Software	333,389	639,438	257,790	639,438	0%
001.5190.553000 - Road Materials/ Field Trips	39	-	-	-	0%
001.5190.554000 - Publications & Memberships	1,143	1,500	220	1,500	0%
001.5190.564300 - Office Equipment	23,272	-	-	-	0%
Total Expenses & Other Outflows	\$783,285	\$1,815,108	\$595,685	\$1,813,708	-0%

Personnel

	2025-Adopted	2026-Proposed
Information Technology		
Information Technology Director	1.00	-
IT, Innovation and Strategy Director	-	1.00
Information Technology Specialist	1.00	1.00
Information Technology Business System Analyst	2.00	3.00
Total FTE	4.00	5.00

Human Resources

The role of the Human Resources department is to attract, develop, and retain motivated talent to serve both internal and external customers with outstanding public service, to foster a culture of respect, professionalism and continuous innovation, to support both employees and leaders with policies, principles and practices that appeal to common values as a great place to work.



Human Resources

✓ **FY2025 Accomplishments:**

- > NEOGOV – HR Implementation: Introduced NeoGov, a public-sector 'Applicant Tracking System (ATS)' platform. This move revolutionized our HR recruitment processes, aligning them with modern standards and significantly enhanced efficiency for both applicants & internal customers.
- > HR High-Volume Staffing Support & Organizational Restructuring. The City hired 26 new employees in FY2025, promoted 14 employees from within and had 8 staff in 'Acting Leadership Role Assignments', enhancing leadership capacity.
- > Developed and implemented 'Limited Duration Temporary Employee' (LDTE) Staffing Model to support hurricane recovery
- > Developed and implemented a flexible staffing model to swiftly address fluctuating organizational needs, such as pre- and post-emergency scenarios. Seven (7) employees have been hired under this model, ensuring continued operational success during critical periods.

🚩 **FY2026 Strategic Goals:**

- > Enhance organizational effectiveness through the development of accurate job descriptions, workforce planning, and succession planning.
- > Recruit, select, onboard, and retain the best employees for open positions.
- > Enhance employee engagement through training, enhancing safety, and promoting employee well being.
- > Drive performance management by working with managers and employees to understand standards of performance, to mitigate issues, and support the provision of opportunities for City staff.

Human Resources

Human Resources

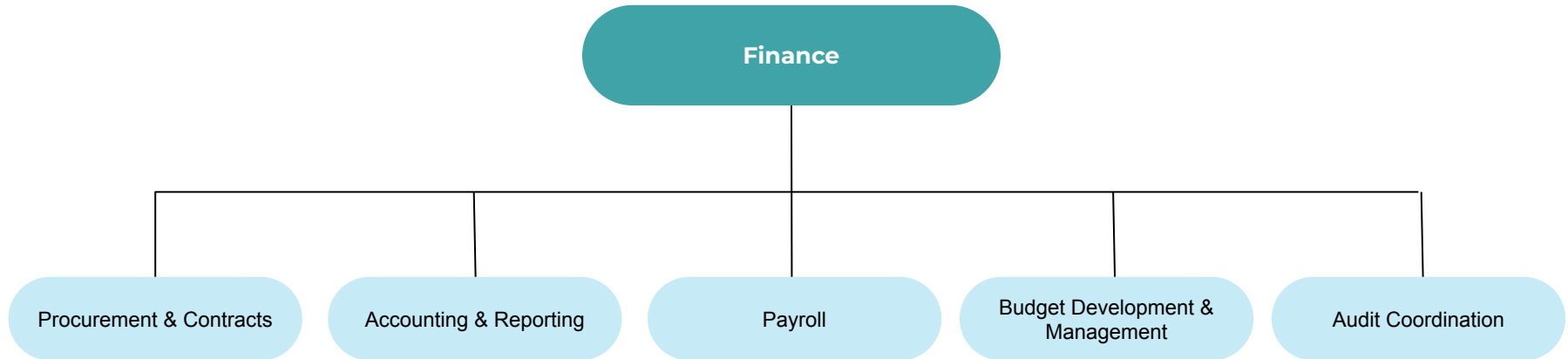
Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Expenses & Other Outflows					
001.5131.512000 - Salaries And Wages	\$-	\$164,000	\$-	\$183,949	12%
001.5131.513000 - Other Salaries And Wages	-	300	-	-	-100%
001.5131.514000 - Overtime	-	1,000	-	1,000	0%
001.5131.521000 - Fica And Medicare Tax	-	12,500	-	14,000	12%
001.5131.522000 - Retirement	-	16,500	-	20,600	25%
001.5131.523000 - Employee Insurance	-	24,000	-	21,000	-12%
001.5131.524000 - Workers Compensation	-	250	-	250	0%
001.5131.531000 - Professional Contractual	-	8,000	2,865	13,000	62%
001.5131.540000 - Travel And Training	-	4,000	-	3,000	-25%
001.5131.549000 - Other Expenses	-	-	117	-	0%
001.5131.551000 - Office Supplies	-	-	81	3,000	100%
001.5131.552001 - Uniforms	-	-	-	525	100%
001.5131.552002 - Software	-	13,200	13,676	-	-100%
001.5131.554000 - Publications & Memberships	-	-	49	2,000	100%
001.5131.555000 - Special Events	-	12,000	2,757	15,000	25%
001.5131.555001 - Citywide Training	975	-	1,760	-	0%
Total Expenses & Other Outflows	\$975	\$255,750	\$21,305	\$277,324	8%

Personnel

	2025-Adopted	2026-Proposed
Human Resources		
Human Resources Director	1.00	1.00
Human Resources Generalist	1.00	1.00
Total FTE	2.00	2.00

Finance & Administrative Services

The Finance Department provides competent and comprehensive financial services for the City to enable all departments to work in the best interests of our community. This Department provides relevant, timely financial information to the public, decision makers and to City management. The Finance Department is responsible for safeguarding the City's assets through appropriate controls. Programs include Accounting and Auditing, Operating and Capital Budgeting, Treasury and Investment Management, Debt Management and Procurement.



✓ FY2025 Accomplishments:

- > Modernized the City's financial infrastructure by implementing a new ERP system.
- > Strengthened organizational capacity by filling critical leadership roles.
- > Advanced budget excellence by using GFOA best practices.
- > Aligned resources with community priorities by launching a Budgeting for Outcomes framework.
- > Enhanced public engagement by introducing a series of budgeting workshops.
- > Reviewed cost structure by initiating a Fee Study to ensure equitable and data-driven cost recovery across City Services.

🚩 FY2026 Strategic Goals:

- > Modernize Financial Infrastructure
- > Strengthen Organizational Capacity and Capability
- > Advance Budget Excellence
- > Align Resources with Community Priorities
- > Enhance Public Engagement
- > Review and Optimize Cost Structures

Finance & Administrative Services

Finance

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Expenses & Other Outflows					
001.5130.512000 - Salaries And Wages	\$557,787	\$643,500	\$400,380	\$717,456	11%
001.5130.513000 - Other Salaries And Wages	3,351	1,000	16,337	1,000	0%
001.5130.514000 - Overtime	2,697	1,000	6,416	1,000	0%
001.5130.521000 - Fica And Medicare Tax	41,222	49,200	30,937	54,800	11%
001.5130.522000 - Retirement	53,569	57,000	40,146	74,500	31%
001.5130.523000 - Employee Insurance	72,996	104,000	36,606	73,500	-29%
001.5130.524000 - Workers Compensation	3,762	1,500	-	4,778	219%
001.5130.526000 - Employee Recognitions	14,180	-	-	700	100%
001.5130.531000 - Professional Contractual	53,608	60,000	65,463	20,000	-67%
001.5130.532000 - Auditing	40,605	60,000	8,633	64,500	8%
001.5130.540000 - Travel And Training	7,359	6,000	-	60,000	900%
001.5130.541000 - Telephone	4,991	2,100	3,123	-	-100%
001.5130.542000 - Postage	1,217	500	1,483	1,000	100%
001.5130.544000 - Equipment Rental	2,823	1,100	423	-	-100%
001.5130.545000 - Insurance	82,266	48,400	-	-	-100%
001.5130.547000 - Duplicating	3,750	2,500	2,039	-	-100%
001.5130.548000 - Promotional Activity	14,458	600	1,270	-	-100%
001.5130.549000 - Other Expenses	631	1,000	271	-	-100%
001.5130.549001 - Purchasing Card	100	-	-	-	0%
001.5130.551000 - Office Supplies	5,537	1,000	1,148	500	-50%
001.5130.551001 - Furnishings	-	1,000	-	2,000	100%
001.5130.552000 - Operating Supplies	230	-	59	-	0%
001.5130.552001 - Uniforms	-	-	-	525	100%
001.5130.552002 - Software	33,624	-	-	-	0%
001.5130.554000 - Publications & Memberships	1,320	1,800	469	2,000	11%
001.5130.555000 - Special Events	2,998	-	-	-	0%
Total Expenses & Other Outflows	\$1,005,081	\$1,043,200	\$615,203	\$1,078,259	3%

Finance & Administrative Services

Personnel

	2025-Adopted	2026-Proposed
Finance		
Finance Director	1.00	1.00
Assistant Finance Director	1.00	1.00
Procurement Manager	1.00	1.00
Senior Financial Analyst	1.00	1.00
Finance Technician II	0.75	1.00
Administrative Assistant	1.00	-
Budget Management Analyst	1.00	1.00
Accountant	-	1.00
Total FTE	6.75	7.00

Law Enforcement

The City of St. Pete Beach contracts with the Pinellas County Sheriff's Office (PCSO) to provide comprehensive law enforcement services. This partnership ensures that our community benefits from professional, full-service policing without the need to operate an independent police department.

The contract outlines the staffing and cost structure in detail, including:

- ✦ **Deputy Coverage:** Each law enforcement "post" (a 12-hour shift, 365 days a year)
- ✦ **Supervision:** Sergeants oversee daily operations, with one required per shift.
- ✦ **Specialized Support:** The contract also includes a detective, a public safety telecommunicator, and a school crossing guard. These roles are essential for investigations, emergency communications, and student safety.
- ✦ **Vehicles and Equipment:** Each post is assigned a vehicle, and costs are calculated based on mileage, fuel, maintenance, and replacement. Equipment costs are proportionally allocated based on the number of sworn posts.
- ✦ **Supervision and Indirect Costs:** Additional supervisory roles (like lieutenants) and support services (such as HR, legal, and fiscal) are included as indirect costs, proportionally allocated based on the city's share of total PCSO staffing.
- ✦ **Beach Enforcement:** The City may also request targeted beach patrols or other special services.

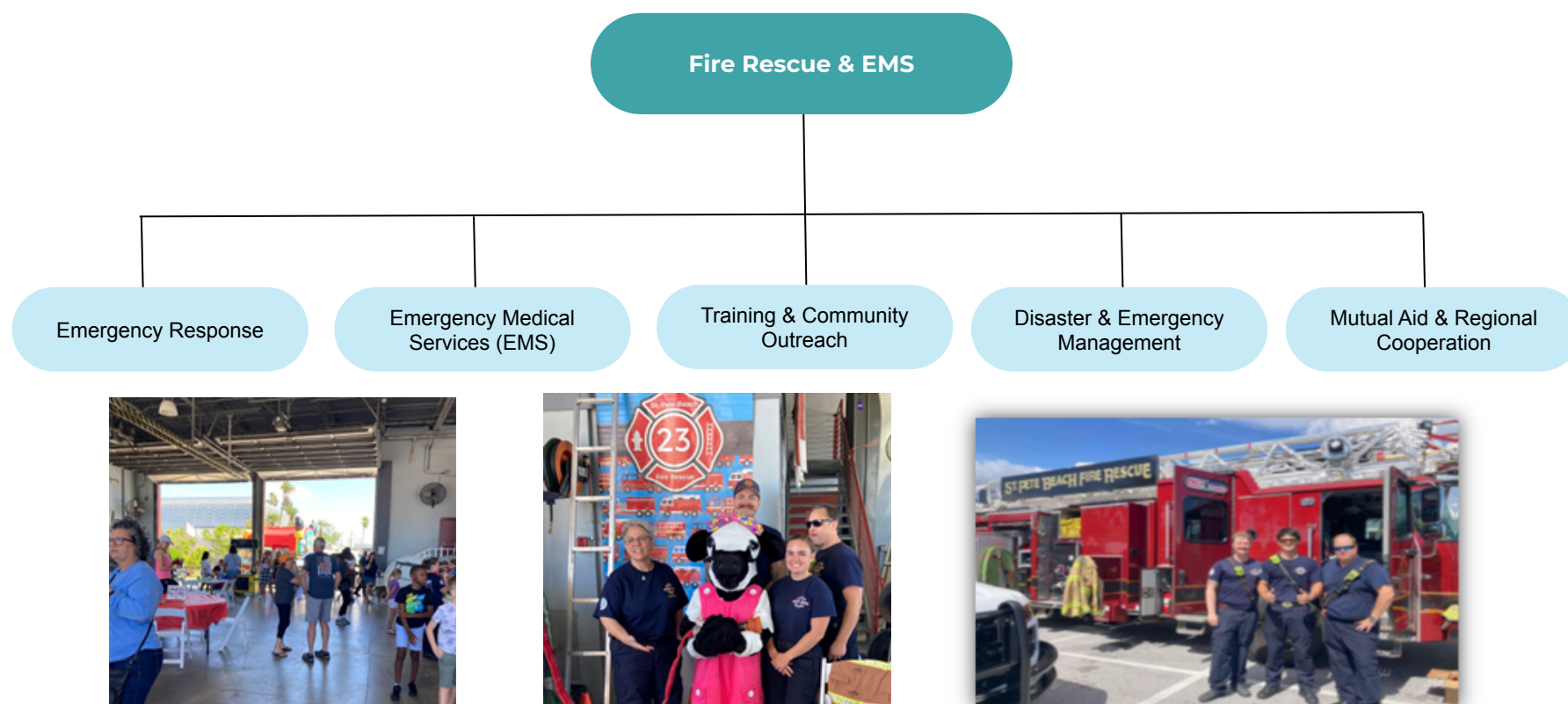
This contract model allows St. Pete Beach to maintain high-quality law enforcement services while leveraging the resources, training, and infrastructure of the larger county agency. It ensures fiscal responsibility and operational efficiency, tailored to the city's unique needs.

Law Enforcement

	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Expenses & Other Outflows					
001.5210.534000 - Other Services	\$-	\$-	\$-	\$3,500,540	100%
Total Expenses & Other Outflows	\$-	\$-	\$-	\$3,500,540	100%

Fire Department

The St. Pete Beach Fire Department (SPBFD) responds to requests for service from two fire stations strategically located along our five-mile barrier island community. The SPBFD provides fire suppression, non-transport first-response emergency medical services, fire inspections based on the NFPA Life Safety Code, public education for fire safety, hurricane preparedness, pool safety, fall prevention, CPR training, free home fire safety surveys, and free smoke detectors and installation. The SPBFD currently operates two Advance Life Saving (ALS) rescue companies, an ALS squad company, an ALS truck company, a marine response unit, an EMS supervisor, and a district chief incident commander responding out of two strategically located fire stations. The SPBFD is a fully paid fire department consisting of a total of 44 members.



Fire Department

✓ **FY2025 Accomplishments:**

- > Newly implemented Light Marine Unit and EMS Captain position, fully funded by Pinellas County, reduces local costs and supports strategic goal of long-term fiscal sustainability through enhanced EMS response and external funding.
- > The Fire Department Open House promotes community engagement through interactive demos, safety education, and family-friendly activities supporting the city's goal of vibrant, connected neighborhoods.
- > The Fire Department's Hurricane Expo and stakeholder meeting with the FDEM Region 6 representative support the City's goal to enhance emergency response and disaster preparedness. These efforts help update response plans, engage the community, and provide vital resources to empower residents before, during, and after storms.

🚩 **FY2026 Strategic Goals:**

- > Continue analyzing our service delivery and deployment model to ensure the most effective and efficient public safety for the citizens and visitors of St. Pete Beach.
- > Seek opportunities to enhance operational efficiency while maintaining high service standards.
- > Identify and implement technology solutions that improve internal operations, emergency response, and community services.
- > Use data and technology tools to support decision-making, reporting, and transparency.
- > Focus on long-range planning to guide investments in stations, fleet, and equipment with an emphasis on resiliency, firefighter health, and community safety.
- > Prioritize projects that address future growth, storm preparedness, and operational sustainability.
- > Enhance training, mentoring, and succession planning to support a capable and adaptable workforce.
- > Be visible and active in the community through fire prevention, safety education, and preparedness programs.

Fire Department

Fire & EMS Summary

Characters	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Revenues & Other Inflows					
32 Permits, Fees And Special Assessments	\$50,300	\$50,000	\$14,188	\$50,000	0%
34 Charges For Services	2,650,891	2,707,000	1,403,827	4,468,208	65%
Total Revenues & Other Inflows	2,701,191	2,757,000	1,418,015	4,518,208	64%
Expenses & Other Outflows					
10 Personnel Services	3,325,293	3,672,200	2,432,683	3,987,283	9%
11 Personnel Taxes & Benefits	2,135,750	2,459,400	1,306,633	2,394,847	-3%
30 Operating Expenditures/ Expenses	509,022	678,885	201,280	649,350	-4%
60 Capital Outlay	10,436	116,500	173,059	760,000	552%
90 Other Uses	49,012	-	-	-	0%
Total Expenses & Other Outflows	\$6,029,513	\$6,926,985	\$4,113,655	\$7,791,480	12%

Personnel Summary

	2025-Adopted	2026-Proposed
Fire and EMS		
Fire Department: Fire Suppression	28.00	28.00
Fire Department: Emergency Medical Services	16.00	16.00
Total FTE	44.00	44.00

Fire Department

Fire Suppression

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Expenses & Other Outflows					
001.5220.512000 - Salaries And Wages	\$1,100,664	\$1,904,500	\$1,245,265	\$2,063,202	8%
001.5220.513000 - Other Salaries And Wages	47,007	40,000	74,556	47,000	18%
001.5220.514000 - Overtime	203,646	165,500	146,232	200,000	21%
001.5220.515000 - Auto Allowance	2,842	-	175	-	0%
001.5220.521000 - Fica And Medicare Tax	138,020	145,700	109,986	164,600	13%
001.5220.522000 - Retirement	657,410	800,000	513,214	707,600	-12%
001.5220.523000 - Employee Insurance	235,398	400,000	117,796	294,000	-26%
001.5220.524000 - Workers Compensation	85,393	99,000	-	108,447	10%
001.5220.526000 - Employee Recognitions	89	300	-	2,800	833%
001.5220.531000 - Professional Contractual	19,856	19,000	95	45,000	137%
001.5220.536000 - Pension - State Funds	40,200	185,000	-	185,000	0%
001.5220.540000 - Travel And Training	17,182	42,000	9,017	57,000	36%
001.5220.541000 - Telephone	13,608	12,000	7,958	-	-100%
001.5220.542000 - Postage	367	600	75	600	0%
001.5220.543000 - Waste Disposal	3,847	4,000	-	3,800	-5%
001.5220.543100 - Electricity	23,578	28,000	7,677	14,500	-48%
001.5220.543200 - Water/Sewer	2,612	2,000	2,149	2,200	10%
001.5220.543300 - Reclaimed Water	298	500	247	300	-40%
001.5220.543500 - Waste Disposal Other	-	-	2,328	2,500	100%
001.5220.544000 - Equipment Rental	829	-	302	300	100%
001.5220.545000 - Insurance	60,173	1,000	41,401	76,420	7542%
001.5220.546000 - R&M Equipment	57,558	107,200	35,252	30,000	-72%
001.5220.546100 - Direct / Facility Maintenance	59,698	-	7,780	-	0%
001.5220.546102 - R&M Vehicles	-	-	-	25,000	100%
001.5220.547000 - Duplicating	60	35,000	16	2,000	-94%
001.5220.549000 - Other Expenses	842	1,000	150	7,500	650%
001.5220.549001 - Purchasing Card	2,695	-	-	-	0%
001.5220.551000 - Office Supplies	2,110	2,000	733	2,000	0%
001.5220.552000 - Operating Supplies	31,186	30,000	10,954	25,000	-17%
001.5220.552001 - Uniforms	10,340	19,000	4,896	20,000	5%
001.5220.552003 - Fuel	30,599	28,000	6,224	25,000	-11%
001.5220.552004 - Safety Gear	48,986	67,000	10,333	30,000	-55%
001.5220.552005 - Small Tools	-	-	-	2,000	100%
001.5220.554000 - Publications & Memberships	3,882	8,000	1,360	7,262	-9%
001.5220.562000 - Buildings	154	-	-	-	0%

Fire Department

Fire Suppression

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
001.5220.564000 - Machinery And Equipment	15	-	54,950	60,000	100%
001.5220.564900 - Other Equipment	10,245	19,000	-	-	-100%
001.5220.591003 - Transfer To Fleet Fund	28,589	-	-	-	0%
Total Expenses & Other Outflows	\$2,939,978	\$4,165,300	\$2,411,121	\$4,211,031	1%

Personnel

	2025-Adopted	2026-Proposed
Fire Department: Fire Suppression		
Fire Chief	1.00	1.00
Administrative Assistant	1.00	1.00
Fire Marshal	1.00	1.00
Fire Inspector	1.00	1.00
District Fire Chief	3.00	3.00
Lieutenant, Emt	1.00	1.00
Emt	13.00	13.00
Paramedic	7.00	7.00
Total FTE	28.00	28.00

Fire Department

Emergency Medical Services

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Revenues & Other Inflows					
001.3210.322002 - Fire Inspection Fees	\$50,300	\$50,000	\$14,188	\$50,000	0%
001.3210.342400 - County Ems Reimbursement	2,623,773	2,700,000	1,380,113	3,748,208	39%
001.3210.342401 - Ems Capital Reimbursement	6,000	7,000	-	700,000	9900%
001.3210.342403 - Other Co Ems Reimbursement	21,118	-	23,714	20,000	100%
Total Revenues & Other Inflows	2,701,191	2,757,000	1,418,015	4,518,208	64%
Expenses & Other Outflows					
001.5221.512000 - Salaries And Wages	1,739,050	1,403,600	844,656	1,515,481	8%
001.5221.513000 - Other Salaries And Wages	27,202	25,000	28,876	28,000	12%
001.5221.514000 - Overtime	204,582	133,600	92,748	133,600	0%
001.5221.515000 - Auto Allowance	300	-	175	-	0%
001.5221.521000 - Fica And Medicare Tax	108,737	107,400	72,726	117,100	9%
001.5221.522000 - Retirement	593,593	550,000	400,604	634,200	15%
001.5221.523000 - Employee Insurance	200,514	202,000	92,307	168,000	-17%
001.5221.524000 - Workers Compensation	116,596	155,000	-	196,500	27%
001.5221.526000 - Employee Recognitions	-	-	-	1,600	100%
001.5221.531000 - Professional Contractual	8,284	9,288	3,160	11,000	18%
001.5221.532000 - Auditing	1,524	2,000	288	2,000	0%
001.5221.541000 - Telephone	-	1,000	-	-	-100%
001.5221.545000 - Insurance	12,697	16,720	-	16,125	-4%
001.5221.546000 - R&M Equipment	29,538	31,523	41,353	27,319	-13%
001.5221.546010 - Repairs & Maint - Marine Unit	1,936	5,000	-	5,000	0%
001.5221.549010 - EMS/Other Expenses	125	-	-	-	0%
001.5221.552001 - Uniforms	12,725	8,554	2,904	10,554	23%
001.5221.552003 - Fuel	11,293	11,000	2,864	11,200	2%
001.5221.552004 - Safety Gear	-	-	419	-	0%
001.5221.554000 - Publications & Memberships	394	2,500	1,345	2,770	11%
001.5221.564000 - Machinery And Equipment	22	97,500	118,109	700,000	618%
001.5221.591003 - Transfer To Fleet Fund	20,423	-	-	-	0%
Total Expenses & Other Outflows	\$3,089,535	\$2,761,685	\$1,702,534	\$3,580,449	30%

Fire Department

Personnel

	2025-Adopted	2026-Proposed
Fire Department: Emergency Medical Services		
Deputy Fire Chief	1.00	1.00
Fire Captain	3.00	3.00
Lieutenant, Paramedic	5.00	5.00
Paramedic	7.00	7.00
Total FTE	16.00	16.00

Public Services

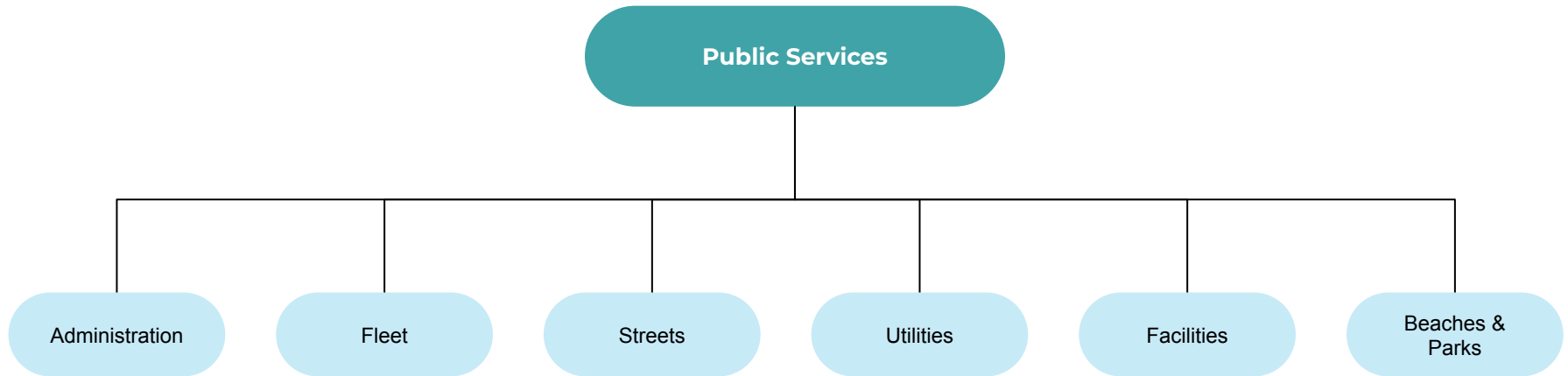
The Public Services Department is committed to providing high-quality infrastructure and services that promote the health, safety, and well-being of our community. St. Pete Beach's Public Services Department provides a variety of functions. The department is responsible for:

- > Engineering
- > Environmental Programs
- > Capital Projects
- > Public Properties (beaches, parks, facilities)
- > Streets and Utilities (reclaimed water, stormwater, wastewater)
- > Fleet (equipment and vehicles)

Public safety is the primary concern of the Public Services Department.



Public Services



Public Services

✓ **FY2025 Accomplishments:**

- > Received \$2 million in state funding to support wastewater pump station 1 improvements. Implementation of upgrades has begun.
- > Received over \$130,000 in state funding for the Don CeSar boat ramp feasibility study.
- > Secured \$625,000 state grant for Don CeSar stormwater outfall structure improvements.
- > Proposed storm-resistant materials for City facility repairs to help protect against future damage and increase longevity.
- > Designed improvements to protect critical wastewater stations from flooding.
- > Completed a road condition survey to help prioritize future street improvements.

🚩 **FY2026 Strategic Goals:**

- > Advance Long-Range Capital Planning
- > Leverage External Funding Opportunities
- > Enhance Service Delivery Through Operational Growth
- > Improve Efficiency Through Organizational Restructuring

Public Services

Public Services Summary

Characters	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Revenues & Other Inflows					
32 Permits, Fees And Special Assessments	\$805	\$-	\$105	\$-	0%
34 Charges For Services	53,512	60,000	11,030	53,000	-12%
36 Miscellaneous Revenues	8,756	7,100	1,688	7,100	0%
Total Revenues & Other Inflows	63,073	67,100	12,823	60,100	-10%
Expenses & Other Outflows					
10 Personnel Services	1,175,456	1,609,150	930,880	1,455,965	-10%
11 Personnel Taxes & Benefits	690,920	595,148	445,710	542,309	-9%
30 Operating Expenditures/ Expenses	2,105,714	2,672,453	884,438	2,579,079	-3%
60 Capital Outlay	123,879	382,000	32,431	-	-100%
90 Other Uses	448,473	506,000	66,874	-	-100%
Total Expenses & Other Outflows	\$4,544,442	\$5,764,751	\$2,360,333	\$4,577,353	-21%

Personnel Summary

	2025-Adopted	2026-Proposed
Public Services		
Public Services: Administration	5.65	4.50
Street	3.00	3.00
Facilities Management	3.00	3.00
Parks Maintenance	7.00	7.25
Beach Maintenance	3.00	3.00
Total FTE	21.65	20.75

Public Services: Administration

The Administration of the Public Services department provides engineering services, project oversight, plans the activities of the department, applies for and manages grant funding. Department leadership continues to refine our standardization of infrastructure maintenance requirements and ensures those requirements are met.



Public Services: Administration

Administration

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Revenues & Other Inflows					
001.3410.329501 - Reclaim Water Permits	\$805	\$-	\$105	\$-	0%
001.3410.347217 - Parklets	6,000	5,000	4,000	5,000	0%
Total Revenues & Other Inflows	6,805	5,000	4,105	5,000	0%
Expenses & Other Outflows					
001.5410.512000 - Salaries And Wages	263,464	414,000	186,221	414,000	0%
001.5410.513000 - Other Salaries And Wages	3,026	3,000	21,137	3,000	0%
001.5410.514000 - Overtime	8,144	5,000	8,643	5,000	0%
001.5410.515000 - Auto Allowance	1,546	1,600	115	-	-100%
001.5410.521000 - Fica And Medicare Tax	20,212	32,500	17,352	32,500	0%
001.5410.522000 - Retirement	25,503	40,755	17,669	40,755	0%
001.5410.523000 - Employee Insurance	37,688	47,250	24,036	47,250	0%
001.5410.524000 - Workers Compensation	13,871	3,745	-	3,745	0%
001.5410.531001 - Basic Legal Services	-	-	27,028	-	0%
001.5410.531200 - Planning Engineering	32,063	100,000	-	100,000	0%
001.5410.531700 - Contractual Instructors	250	-	-	-	0%
001.5410.540000 - Travel And Training	7,169	12,500	4,069	12,500	0%
001.5410.541000 - Telephone	15,775	11,000	9,509	-	-100%
001.5410.542000 - Postage	10	500	63	-	-100%
001.5410.543000 - Waste Disposal	60,333	60,000	-	60,000	0%
001.5410.543100 - Electricity	13,160	13,000	4,405	13,000	0%
001.5410.543200 - Water/Sewer	914	400	265	400	0%
001.5410.543300 - Reclaimed Water	171	150	62	150	0%
001.5410.543500 - Waste Disposal Other	-	40,000	39,878	40,000	0%
001.5410.545000 - Insurance	52,685	66,910	17,449	66,910	0%
001.5410.546000 - R&M Equipment	12,323	17,000	2,451	17,000	0%
001.5410.546100 - Direct / Facility Maintenance	13,402	10,000	1,562	10,000	0%
001.5410.547000 - Duplicating	770	2,000	115	2,000	0%
001.5410.549000 - Other Expenses	-	25,000	-	25,000	0%
001.5410.551000 - Office Supplies	1,647	5,500	272	5,500	0%
001.5410.552000 - Operating Supplies	16,775	15,000	6,123	15,000	0%
001.5410.552001 - Uniforms	1,606	2,000	539	2,000	0%
001.5410.552003 - Fuel	4,187	400	401	400	0%
001.5410.552004 - Safety Gear	10,355	5,000	2,103	5,000	0%
001.5410.554000 - Publications & Memberships	1,689	2,000	-	2,000	0%

Public Services: Administration

Administration

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
001.5410.564300 - Office Equipment	-	25,000	-	-	-100%
001.5410.591003 - Transfer To Fleet Fund	29,886	-	-	-	0%
Total Expenses & Other Outflows	\$648,624	\$961,210	\$391,467	\$923,110	-4%

Personnel

	2025-Adopted	2026-Proposed
Public Services: Administration		
Administrative Assistant	0.55	-
Assistant Public Services Director	0.35	0.30
Emergency Preparedness Specialist	-	0.50
Engineering Technician	1.00	0.35
Fog & Construction Inspector	0.15	0.15
Management Analyst - PS	1.00	1.00
Operations Manager - Facilities & Fleet	1.00	-
Operations Manager - Infrastructure	0.55	0.55
Project Manager	0.15	0.10
Public Properties & Fleet	-	0.70
Public Services Director	0.55	0.50
Senior Engineering Tech	0.35	0.35
Total FTE	5.65	4.50

Public Services: Streets

The Streets Maintenance unit of Public Services maintains approximately 76.5 lane-miles of City-owned streets including signage, pavement markings, asphalt and concrete pavement, curbs, gutters, sidewalks, and alley ways.



Public Services: Streets

Public Services: Streets

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Expenses & Other Outflows					
001.5411.512000 - Salaries And Wages	\$82,949	\$203,900	\$69,834	\$160,889	-21%
001.5411.513000 - Other Salaries And Wages	-	-	929	3,500	100%
001.5411.514000 - Overtime	8,790	5,000	7,069	10,000	100%
001.5411.521000 - Fica And Medicare Tax	6,682	15,600	15,868	12,500	-20%
001.5411.522000 - Retirement	31,509	40,000	29,466	16,000	-60%
001.5411.523000 - Employee Insurance	30,526	36,000	18,110	31,500	-12%
001.5411.524000 - Workers Compensation	21,163	15,000	-	26,874	79%
001.5411.531000 - Professional Contractual	4,800	40,000	-	5,000	-88%
001.5411.533003 - Shell Alleys	9,943	10,200	-	-	-100%
001.5411.534008 - Sidewalk & Ada Repairs	3,911	40,000	-	-	-100%
001.5411.534009 - Concrete Repairs	18,314	11,000	-	100,000	809%
001.5411.540000 - Travel And Training	337	1,750	-	2,000	14%
001.5411.541000 - Telephone	2,263	400,000	1,359	-	-100%
001.5411.542000 - Postage	204	-	-	-	0%
001.5411.543000 - Waste Disposal	76,879	17,160	-	-	-100%
001.5411.543100 - Electricity	417,225	2,000	249,583	300,000	14900%
001.5411.543200 - Water/Sewer	535	10,000	-	-	-100%
001.5411.543300 - Reclaimed Water	4,502	75,000	-	4,500	-94%
001.5411.543400 - Wastewater Treatment	-	-	46,518	50,000	100%
001.5411.545000 - Insurance	13,088	4,000	-	16,621	316%
001.5411.546000 - R&M Equipment	18,274	75,000	6,442	10,000	-87%
001.5411.546002 - Repairs And Maintenance Other	4,693	15,000	379	10,000	-33%
001.5411.548000 - Promotional Activity	8	-	-	-	0%
001.5411.552000 - Operating Supplies	14,746	41,500	3,668	30,000	-28%
001.5411.552001 - Uniforms	2,135	4,000	473	4,000	0%
001.5411.552003 - Fuel	7,253	5,000	636	2,500	-50%
001.5411.552004 - Safety Gear	1,992	10,000	229	-	-100%
001.5411.553000 - Road Materials/ Field Trips	6,688	63,000	636	30,000	-52%
001.5411.553002 - Street Signs	8,422	-	83	25,000	100%
001.5411.554000 - Publications & Memberships	-	-	-	500	100%
001.5411.554011 - Holiday Decorations	-	-	-	10,000	100%
001.5411.564300 - Office Equipment	-	70,000	-	-	-100%
001.5411.591003 - Transfer To Fleet Fund	94,934	140,000	-	-	-100%
Total Expenses & Other Outflows	\$892,765	\$1,350,110	\$451,282	\$861,384	-36%

Public Services: Streets

Personnel

	2025-Adopted	2026-Proposed
Street		
Street Maintenace Worker 1	1.00	1.00
Street Maintenace Worker 2	1.00	1.00
Street Maintenace Worker 3	1.00	1.00
Total FTE	3.00	3.00

Public Services: Facilities Management

The Facilities Management unit works with all City Departments to monitor and maintain the City's facilities in a cost-effective manner.

This year our plans include:

- > Developing an energy efficiency and savings portfolio for all primary facilities and implementing a long-range plan to optimize energy efficiency.
- > Developing a facility maintenance portfolio for routine and capital maintenance and repair requirements for each facility.
- > Performing preventative maintenance for building systems including HVAC and controls, electrical, security, doors, and plumbing.
- > Monitoring routine maintenance contract performance including fire extinguisher, sprinkler head and alarm checks, elevator inspections, pest control, water and air filter changes, window cleaning and carpet cleaning.



Public Services: Facilities Management

Facilities Management

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Expenses & Other Outflows					
001.5132.512000 - Salaries And Wages	\$201,076	\$313,700	\$169,286	\$169,818	-46%
001.5132.513000 - Other Salaries And Wages	864	1,250	3	5,500	340%
001.5132.514000 - Overtime	14,619	5,000	7,128	15,000	200%
001.5132.521000 - Fica And Medicare Tax	15,482	24,000	13,026	13,300	-45%
001.5132.522000 - Retirement	16,814	23,000	14,790	17,000	-26%
001.5132.523000 - Employee Insurance	41,276	22,500	24,048	31,500	40%
001.5132.524000 - Workers Compensation	6,680	2,750	-	8,482	208%
001.5132.540000 - Travel And Training	-	1,000	-	1,000	0%
001.5132.541000 - Telephone	1,334	1,100	510	-	-100%
001.5132.543100 - Electricity	32,609	32,000	17,669	25,000	-22%
001.5132.543200 - Water/Sewer	1,081	3,000	880	1,000	-67%
001.5132.543300 - Reclaimed Water	569	1,500	330	500	-67%
001.5132.544000 - Equipment Rental	-	5,200	-	5,000	-4%
001.5132.544002 - Submerged Land Lease	2,895	5,000	3,055	5,000	0%
001.5132.545000 - Insurance	114,597	145,860	3,960	140,000	-4%
001.5132.546000 - R&M Equipment	209,112	205,400	130,958	390,000	90%
001.5132.546100 - Direct / Facility Maintenance	80,928	85,000	18,013	125,475	48%
001.5132.551001 - Furnishings	714	10,000	6,054	-	-100%
001.5132.552000 - Operating Supplies	7,926	10,000	646	15,000	50%
001.5132.552001 - Uniforms	3,411	4,500	732	4,500	0%
001.5132.552003 - Fuel	8,416	3,000	543	1,000	-67%
001.5132.552004 - Safety Gear	-	5,000	144	200	-96%
001.5132.564000 - Machinery And Equipment	68,414	-	-	-	0%
001.5132.565000 - Capital Improvements	21,190	55,000	-	-	-100%
001.5132.591003 - Transfer To Fleet Fund	39,409	68,000	66,874	-	-100%
Total Expenses & Other Outflows	\$889,416	\$1,032,760	\$478,649	\$974,275	-6%

Personnel

	2025-Adopted	2026-Proposed
Facilities Management		
Building Maintenance Worker 3	2.00	2.00
Crew Chief Facilities	1.00	1.00
Total FTE	3.00	3.00

Public Services: Facilities Management**Public Services: Parks Maintenance**

The parks maintenance unit maintains 69 open green spaces and parks run throughout the city. Parks are maintained with in-house staff and through contractual work. City park amenities include:

- 9 tennis courts
- 2 basketball courts
- 2 ball fields
- 5 playgrounds
- 2 dog parks
- 5 pavilions
- 1 gazebo
- 2 boat ramps.

Public Services: Facilities Management

Public Services: Parks Maintenance

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Revenues & Other Inflows					
001.3726.362106 - Rent-Parks	\$8,756	\$7,100	\$1,688	\$7,100	0%
Total Revenues & Other Inflows	\$8,756	\$7,100	\$1,688	\$7,100	0%
Expenses & Other Outflows					
001.5726.512000 - Salaries And Wages	425,505	431,000	355,181	437,047	1%
001.5726.513000 - Other Salaries And Wages	388	1,000	550	1,000	0%
001.5726.514000 - Overtime	14,294	12,000	11,007	12,000	0%
001.5726.521000 - Fica And Medicare Tax	31,368	33,800	26,664	33,800	0%
001.5726.522000 - Retirement	118,794	43,525	103,299	43,525	0%
001.5726.523000 - Employee Insurance	128,336	96,050	60,515	76,125	-21%
001.5726.524000 - Workers Compensation	25,121	31,871	-	31,871	0%
001.5726.526000 - Employee Recognitions	-	725	-	725	0%
001.5726.531000 - Professional Contractual	280,218	315,000	89,346	315,000	0%
001.5726.540000 - Travel And Training	4,427	5,500	235	5,500	0%
001.5726.541000 - Telephone	4,791	3,500	2,897	-	-100%
001.5726.543000 - Waste Disposal	22,554	20,000	-	20,000	0%
001.5726.543100 - Electricity	22,637	17,000	12,788	17,000	0%
001.5726.543200 - Water/Sewer	58,943	50,000	20,875	50,000	0%
001.5726.543300 - Reclaimed Water	53,958	45,000	31,899	45,000	0%
001.5726.543500 - Waste Disposal Other	-	18,000	12,353	18,000	0%
001.5726.544000 - Equipment Rental	2,520	3,000	1,200	3,000	0%
001.5726.544003 - Veh/Equip Lease Princip.	-	50,000	-	-	-100%
001.5726.545000 - Insurance	6,130	7,723	-	7,723	0%
001.5726.546000 - R&M Equipment	16,066	20,000	12,171	20,000	0%
001.5726.546002 - Repairs And Maintenance Other	972	-	-	-	0%
001.5726.546100 - Direct / Facility Maintenance	26,605	25,000	15,291	25,000	0%
001.5726.548000 - Promotional Activity	841	-	-	-	0%
001.5726.549000 - Other Expenses	5	-	-	-	0%
001.5726.551000 - Office Supplies	104	-	185	-	0%
001.5726.552000 - Operating Supplies	41,027	40,000	9,438	40,000	0%
001.5726.552001 - Uniforms	3,150	5,000	1,187	5,000	0%
001.5726.552003 - Fuel	19,268	14,000	1,700	14,000	0%
001.5726.552004 - Safety Gear	4,472	1,200	-	1,200	0%
001.5726.552005 - Small Tools	33,149	45,000	12,069	45,000	0%
001.5726.552006 - Aquatics Supplies	6,800	10,500	-	10,500	0%

Public Services: Facilities Management

Public Services: Parks Maintenance

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
001.5726.554000 - Publications & Memberships	517	500	230	500	0%
001.5726.564900 - Other Equipment	19,483	190,000	32,399	-	-100%
001.5726.591003 - Transfer To Fleet Fund	140,164	62,000	-	-	-100%
Total Expenses & Other Outflows	\$1,512,607	\$1,597,894	\$813,479	\$1,278,516	-20%

Personnel

	2025-Adopted	2026-Proposed
Parks Maintenance		
Crew Chief Public Properties	-	0.25
Parks Maintenance Worker 2	1.00	1.00
Parks Maintenance Worker 3	6.00	6.00
Total FTE	7.00	7.25

Public Services: Beach Maintenance

Public Services is responsible for the maintenance of the public beaches, sand dunes, and associated facilities including sand dune walk-overs, showers, trash containers, benches, signs, walls, piers, boat ramps, seawalls and the associated infrastructure at the Pass-a-Grille and Upham beaches.



Public Services: Beach Maintenance

Public Services: Beach Maintenance

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Revenues & Other Inflows					
001.3727.347209 - Paddleboard Rental	\$5,287	\$5,000	\$1,317	\$5,000	0%
001.3727.347211 - Beach Weddings	42,225	50,000	5,713	43,000	-14%
Total Revenues & Other Inflows	47,512	55,000	7,030	48,000	-13%
Expenses & Other Outflows					
001.5727.512000 - Salaries And Wages	147,436	206,700	92,230	213,211	3%
001.5727.513000 - Other Salaries And Wages	1,844	2,000	-	2,000	0%
001.5727.514000 - Overtime	1,511	4,000	1,547	4,000	0%
001.5727.521000 - Fica And Medicare Tax	10,971	16,400	6,647	16,500	1%
001.5727.522000 - Retirement	67,107	20,900	55,828	21,015	1%
001.5727.523000 - Employee Insurance	36,420	42,935	18,392	31,500	-27%
001.5727.524000 - Workers Compensation	5,397	5,842	-	5,842	0%
001.5727.531600 - Instructors - Aquatics	530	-	-	-	0%
001.5727.534005 - Waste Disposal	-	12,000	11,179	12,000	0%
001.5727.534006 - Walkovers	28,710	3,000	15	3,000	0%
001.5727.540000 - Travel And Training	1,566	2,000	500	2,000	0%
001.5727.543000 - Waste Disposal	20,768	70,000	-	70,000	0%
001.5727.544000 - Equipment Rental	4,957	3,000	824	3,000	0%
001.5727.546000 - R&M Equipment	32,948	25,500	13,228	25,500	0%
001.5727.546003 - Buoy Maintenance	11,865	15,000	1,696	15,000	0%
001.5727.546004 - County Park Maintenance	13,429	20,000	2,751	20,000	0%
001.5727.546005 - Concessions Maintenance	5,177	15,000	3,694	15,000	0%
001.5727.546006 - Emergency Maintenance	-	25,000	5,205	25,000	0%
001.5727.546100 - Direct / Facility Maintenance	5,680	8,000	1,579	8,000	0%
001.5727.548000 - Promotional Activity	430	-	-	-	0%
001.5727.549000 - Other Expenses	10,624	12,000	2,656	12,000	0%
001.5727.552000 - Operating Supplies	15,078	20,000	5,769	20,000	0%
001.5727.552001 - Uniforms	1,439	4,000	777	4,000	0%
001.5727.552003 - Fuel	15,872	8,000	561	8,000	0%
001.5727.552004 - Safety Gear	1,939	3,000	-	3,000	0%
001.5727.552006 - Aquatics Supplies	300	-	-	-	0%
001.5727.554000 - Publications & Memberships	160	500	346	500	0%
001.5727.564900 - Other Equipment	11,265	12,000	-	-	-100%
001.5727.565000 - Capital Improvements	3,527	30,000	32	-	-100%
001.5727.591003 - Transfer To Fleet Fund	137,083	236,000	-	-	-100%
001.5727.599000 - Contingency	6,997	-	-	-	0%
Total Expenses & Other Outflows	\$601,030	\$822,777	\$225,456	\$540,068	-34%

Public Services: Beach Maintenance

Personnel

	2025-Adopted	2026-Proposed
Beach Maintenance		
Code Enforcement Officer	1.00	1.00
Public Services Director	-	0.05
Assistant Public Services Director	-	0.05
Project Manager	-	0.05
Emergency Preparedness Specialist	-	0.05
Public Properties & Fleet	-	0.05
Crew Chief Public Properties	-	0.75
Crew Chief Public Properties M W	1.00	-
Beaches Maintenance Worker 3	1.00	1.00
Total FTE	3.00	3.00

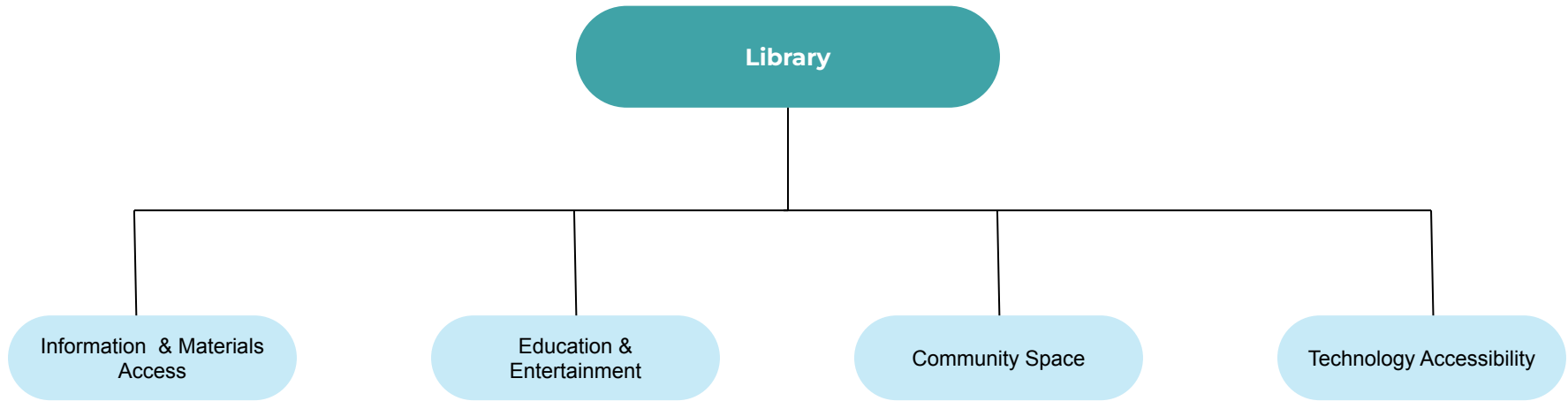
Library Department

The St. Pete Beach Library contributes to the quality of life in the City by providing the community with intellectual, recreational, civic, and cultural engagement. The Library provides residents with access to physical and digital materials to satisfy their informational and recreational needs, support educational programs, and promote lifelong learning. Our membership in the Pinellas Public Library Cooperative ensures reciprocal borrowing among the 14 member libraries through a shared online catalog. A “Library of Things” collection has been expanded to include pickleball kits, a metal detector and other items.

The Library offers a variety of programming, including preschool story time, summer reading programs, adult book discussion groups, author’s visits, tech forums, relevant, topical presentations, special events, and thematic displays focused on Library collections and culture. We encourage civic participation via the Friends of St. Pete Beach Library and by offering volunteer opportunities. A full range of library services are available including circulation, reference assistance, reader’s advisory, access to and assistance with electronic/internet resources and technological devices, and current periodical subscriptions. The Library is open 6 days a week, year-round.



Library Department



Library Department

✓ **FY2025 Accomplishments:**

- > Navigated through the aftermath of two hurricanes with the Library remaining open and serving the public, with access to information, internet, Wi-Fi, and printing services.
- > Held a hurricane recovery fair with over 50 vendors.
- > Broadened the Library of Things collection by adding electronic devices for circulation, including: Blu-Ray player, CD player, DVD burner, and projector.
- > Reimagined hours of operation to increase meaningful programming.
- > Increased staff efficiency by incorporating time management software SNAP and Calendly.

🚩 **FY2026 Strategic Goals:**

- > Increase community accessibility to information and communication by offering Wi-Fi hotspots for borrowing.
- > Offer additional relevant technology classes that will improve the lives of our patrons.
- > Schedule weekly Technology Help sessions to provide free device assistance.
- > Take steps toward establishing a home borrower's program staffed by volunteers.

Library Department

Library Department

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Revenues & Other Inflows					
001.3710.337700 - Pinellas Library. Co-Op	\$286,023	\$260,000	\$233,108	\$260,000	0%
001.3710.347100 - Library Fees	27,248	30,000	17,284	32,424	8%
001.3710.366002 - Donations-Library	6,050	1,000	-	1,000	0%
001.3710.366004 - Donations-Library Memorials	184	250	3,041	250	0%
Total Revenues & Other Inflows	319,505	291,250	253,433	293,674	1%
Expenses & Other Outflows					
001.5710.512000 - Salaries And Wages	371,981	453,300	262,526	221,883	-51%
001.5710.513000 - Other Salaries And Wages	2,506	5,000	14,795	5,000	0%
001.5710.514000 - Overtime	-	-	427	-	0%
001.5710.521000 - Fica And Medicare Tax	28,173	34,700	20,610	36,800	6%
001.5710.522000 - Retirement	55,508	60,000	42,687	42,700	-29%
001.5710.523000 - Employee Insurance	64,255	61,000	25,998	63,000	3%
001.5710.524000 - Workers Compensation	3,129	350	-	3,972	1035%
001.5710.531000 - Professional Contractual	36,137	19,200	13,446	16,480	-14%
001.5710.531500 - Extra Legal - Specialty	-	26,000	3,000	-	-100%
001.5710.531700 - Contractual Instructors	4,261	5,500	-	5,500	0%
001.5710.532000 - Auditing	521	1,000	144	1,000	0%
001.5710.534000 - Other Services	-	-	2,920	-	0%
001.5710.540000 - Travel And Training	2,535	5,000	195	5,000	0%
001.5710.541000 - Telephone	3,599	3,400	2,101	-	-100%
001.5710.542000 - Postage	53	300	81	300	0%
001.5710.543000 - Waste Disposal	1,971	2,000	-	2,000	0%
001.5710.543100 - Electricity	34,258	38,500	18,558	20,000	-48%
001.5710.543200 - Water/Sewer	1,603	3,000	950	1,700	-43%
001.5710.543300 - Reclaimed Water	953	1,150	552	800	-30%
001.5710.543500 - Waste Disposal Other	-	-	1,193	-	0%
001.5710.544000 - Equipment Rental	2,039	2,000	871	2,000	0%
001.5710.545000 - Insurance	87,587	75,900	30,362	111,235	47%
001.5710.546100 - Direct / Facility Maintenance	31,160	35,000	15,751	-	-100%
001.5710.547000 - Duplicating	4,291	3,000	1,412	3,000	0%
001.5710.548000 - Promotional Activity	5,630	5,500	201	5,500	0%
001.5710.549001 - Purchasing Card	50	-	-	-	0%
001.5710.549003 - Credit Card Processing Fees	956	1,000	1,279	-	-100%
001.5710.551000 - Office Supplies	3,770	4,000	265	4,000	0%

Library Department

Library Department

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
001.5710.552000 - Operating Supplies	6,313	10,000	4,743	4,000	-60%
001.5710.552001 - Uniforms	-	5,000	556	1,425	-72%
001.5710.552002 - Software	3,980	10,950	7,411	-	-100%
001.5710.554000 - Publications & Memberships	694	1,250	214	1,250	0%
001.5710.566000 - Books For Circulation	37,143	45,000	15,961	40,000	-11%
001.5710.566200 - Memorial Books	1,401	2,800	292	3,000	7%
001.5710.566300 - Library Electronic Material	-	-	8,847	26,000	100%
Total Expenses & Other Outflows	\$796,457	\$920,800	\$498,348	\$627,545	-32%

Personnel

	2025-Adopted	2026-Proposed
Library Department		
Librarian I	1.50	-
Library Director	1.00	-
City Librarian	-	1.00
Operations Librarian	-	1.00
Community Engagement Librarian	1.00	1.00
Library Assistant II	-	1.00
Library Assistant	2.00	2.20
Library Clerk	1.91	1.20
Total FTE	7.41	7.40

Resident Services

The Parks and Recreation Department was renamed the Resident Services Department to better reflect the scope of services provided. The Department continues to oversee recreation programs, aquatics, and community events, while the updated name emphasizes its broader mission of enhancing residents' quality of life through diverse programs and community initiatives.

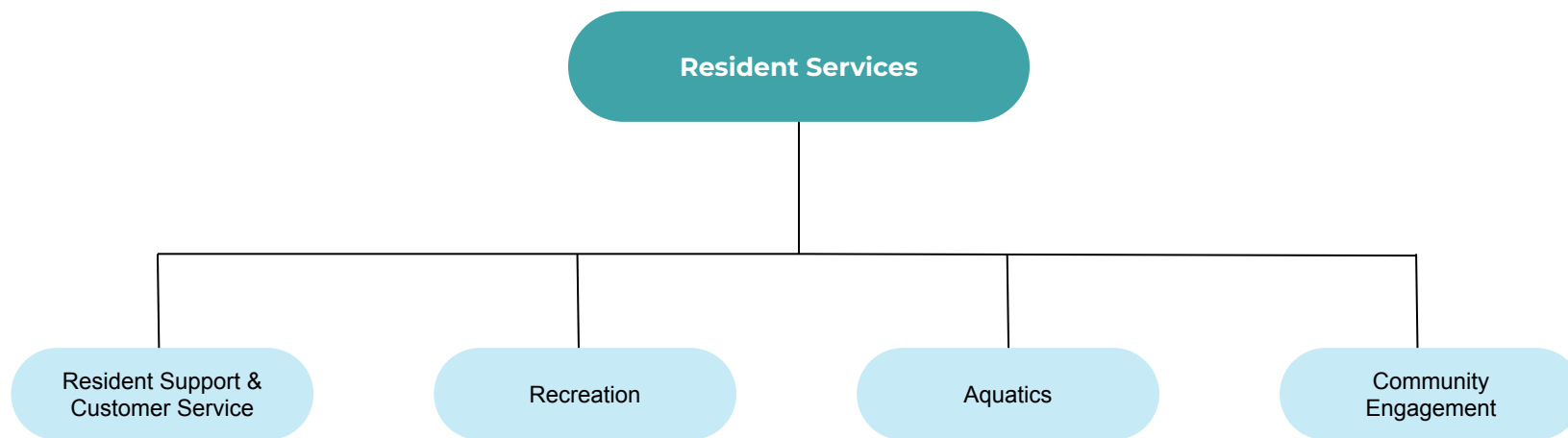
The Department provides a plethora of programs for all ages and abilities. There is a licensed after school program, summer camp, pickle ball, dance, music, SilverSneakers, tae kwon do, zumba, art programs, and much more. Since 2020, the classes option for some programs are both virtual and in person.

The St. Pete Beach Family Aquatic Center is a year-round heated/chilled facility that consists of a six-lane swimming pool with an attached children's play area featuring several water features that spray, drop and squirt water.

We plan and produce Special Events all year round. The Concerts in the Park series, 4th of July Fireworks, Beach Clean-Ups, Holiday Boat Parade, and more are designed for all ages.



Resident Services



✓ **FY20256 Strategic Goals - Recreation:**

- > Enhance Community Health and Wellness
- > Improve Facility Usage and Efficiency
- > Expand Program Variety and Participation
- > Foster Community Engagement and Volunteerism
- > Ensure Staff Development and High-Quality Service

🚩 **FY2026 Strategic Goals - Aquatics:**

- > Promote Water Safety and Skill Development
- > Maintain a Safe and Clean Facility
- > Increase Community Participation
- > Recruit, Train, and Retain Qualified Staff
- > Operate Efficiently and Sustainably

Resident Services

Resident Services Summary

Character	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Revenues & Other Inflows					
34 Charges For Services	\$415,887	\$373,500	\$85,807	\$397,611	6%
36 Miscellaneous Revenues	99,007	220,100	24,814	138,600	-37%
Total Revenues & Other Inflows	514,894	593,600	110,621	536,211	-10%
Expenses & Other Outflows					
10 Personnel Services	937,673	1,290,896	610,326	777,108	-40%
11 Personnel Taxes & Benefits	352,763	569,650	180,835	240,467	-58%
30 Operating Expenditures/ Expenses	5,210,715	6,069,100	3,303,664	663,960	-89%
60 Capital Outlay	-	102,000	-	-	-100%
90 Other Uses	309,398	250,000	166,667	-	-100%
Total Expenses & Other Outflows	\$6,810,549	\$8,281,646	\$4,261,492	\$1,681,535	-80%

Personnel Summary

	2025-Adopted	2026-Proposed
Resident Services		
Recreation	8.24	7.56
Aquatics	6.63	7.14
Micro Transit	1.10	1.00
Total FTE	15.97	15.70

Recreation

Recreation

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Revenues & Other Inflows					
001.3722.347201 - Rec Card-Resident	\$13,401	\$-	\$392	\$-	0%
001.3722.347202 - Rec Card/Non-Resident	2,419	-	28	-	0%
001.3722.347203 - Staff Led Programs	201,965	140,000	42,101	192,000	37%
001.3722.347204 - Fitness Rm &Gym-Daily Fee	8,893	10,000	650	3,000	-70%
001.3722.347205 - Special Events - Taxable	75	-	12,411	12,411	100%
001.3722.347207 - Rec Fees-Sport Leagues	2,100	2,000	-	2,000	0%
001.3722.347208 - Recreation - Instructor Fees	97,247	100,000	15,358	96,000	-4%
001.3722.347213 - Pool Staff Led Programs	769	-	84	-	0%
001.3722.347219 - Camp Store Revenue	60	10,000	-	10,000	0%
001.3722.347222 - Camp Store Sales (Non Tax)	3,850	-	80	-	0%
001.3722.362000 - Rent-Community Center	55,674	100,000	9,230	50,000	-50%
001.3722.362101 - Rent-Pag Deck Area	11,408	17,500	6,460	17,500	0%
001.3722.362102 - Rent-Warren Webster	1,308	7,000	1,717	7,000	0%
001.3722.362103 - Rent - Don Vista	9,600	9,600	6,400	9,600	0%
001.3722.362105 - Rent-Ball Fields	2,875	2,000	300	2,000	0%
001.3722.362108 - Rent - Other	8,775	-	567	8,500	100%
001.3722.366005 - Donations-Recreation	-	70,000	-	30,000	-57%
001.3740.347210 - Special Event Reimbursemt	-	10,000	-	10,000	0%
Total Revenues & Other Inflows	420,419	478,100	95,778	450,011	-6%
Expenses & Other Outflows					
001.5721.512000 - Salaries And Wages	655,243	613,596	315,687	362,556	-41%
001.5721.513000 - Other Salaries And Wages	2,386	2,600	26,781	20,000	669%
001.5721.514000 - Overtime	12,032	4,300	4,874	4,000	-7%
001.5721.515000 - Auto Allowance	300	300	25	-	-100%
001.5721.521000 - Fica And Medicare Tax	50,862	46,900	27,130	30,300	-35%
001.5721.522000 - Retirement	28,425	35,000	14,766	39,650	13%
001.5721.523000 - Employee Insurance	69,601	72,000	22,690	36,750	-49%
001.5721.524000 - Workers Compensation	25,684	20,000	-	32,617	63%
001.5721.526000 - Employee Recognitions	87	-	-	1,250	100%
001.5721.531000 - Professional Contractual	26,711	45,500	2,364	11,950	-74%
001.5721.531600 - Instructors - Aquatics	21,357	25,000	6,832	-	-100%
001.5721.531700 - Contractual Instructors	90,954	90,000	38,766	107,200	19%

Recreation

Recreation

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
001.5721.540000 - Travel And Training	6,698	8,000	414	5,400	-32%
001.5721.541000 - Telephone	7,389	7,000	4,124	-	-100%
001.5721.542000 - Postage	-	200	-	-	-100%
001.5721.543000 - Waste Disposal	7,500	5,500	-	6,000	9%
001.5721.543100 - Electricity	107,005	125,000	37,690	100,000	-20%
001.5721.543200 - Water/Sewer	36,352	46,000	20,791	40,000	-13%
001.5721.543300 - Reclaimed Water	1,680	4,500	973	1,200	-73%
001.5721.543500 - Waste Disposal Other	-	-	4,003	-	0%
001.5721.544000 - Equipment Rental	1,127	1,800	102	2,000	11%
001.5721.545000 - Insurance	100,204	99,000	24,688	-	-100%
001.5721.546000 - R&M Equipment	21,394	67,500	9,523	2,000	-97%
001.5721.546100 - Direct / Facility Maintenance	127,403	85,000	49,357	25,000	-71%
001.5721.547000 - Duplicating	1,578	1,800	-	-	-100%
001.5721.548000 - Promotional Activity	11,060	25,000	3,149	12,250	-51%
001.5721.549000 - Other Expenses	158	10,000	12,045	-	-100%
001.5721.549003 - Credit Card Processing Fees	22,384	-	15,687	25,000	100%
001.5721.551000 - Office Supplies	3,206	5,000	297	3,000	-40%
001.5721.552000 - Operating Supplies	27,958	40,000	3,898	23,000	-42%
001.5721.552001 - Uniforms	2,465	6,000	2,919	4,000	-33%
001.5721.552002 - Software	-	-	412	-	0%
001.5721.552003 - Fuel	2,825	1,000	127	-	-100%
001.5721.552006 - Aquatics Supplies	26,500	36,000	12,327	-	-100%
001.5721.553000 - Road Materials/ Field Trips	14,828	10,500	1,327	20,000	90%
001.5721.554000 - Publications & Memberships	8,117	6,200	1,975	4,060	-35%
001.5721.554009 - Camp Store Aquatics Other	-	3,000	-	-	-100%
001.5721.554010 - Camp Store - Recreation	11,306	15,000	1,219	20,000	33%
001.5721.554011 - Holiday Decorations	76,880	82,000	76,621	80,000	-2%
001.5721.555000 - Special Events	76,309	70,000	37,595	84,300	20%
001.5721.564900 - Other Equipment	-	62,000	-	-	-100%
001.5721.591003 - Transfer To Fleet Fund	40,401	-	-	-	0%
Total Expenses & Other Outflows	\$1,726,369	\$1,778,196	\$781,178	\$1,103,483	-38%

Recreation

Personnel

	2025-Adopted	2026-Proposed
Recreation		
Acting Recreation Director	1.00	-
Childcare Coordinator	1.00	1.00
Program And Events Coordinator	-	1.00
Recreation Leader I	4.74	4.56
Recreation Supervisor	1.00	-
Rentals & Events Maint	0.50	0.50
Resident Services Director	-	0.50
Total FTE	8.24	7.56

Aquatics

The St. Pete Beach Family Aquatic Center is a year round heated/chilled facility that consists of a six-lane swimming pool with an attached children's play area featuring several water features that spray, drop and squirt water. Programs for all ages are held in all seasons.

Aquatics

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Revenues & Other Inflows					
001.3722.347212 - Pool Admissions	\$44,569	\$55,000	\$9,846	\$39,846	-28%
001.3722.347214 - Pool Lessons - Staff Lead	6,067	12,500	-	6,000	-52%
001.3722.347215 - Pool Special Events	865	500	-	-	-100%
001.3722.347216 - Pool Instructor Fees	30,005	27,000	4,854	19,854	-26%
001.3722.347218 - Pool: Store Sales	3,602	6,500	3	6,500	0%
001.3722.362107 - Pool Rental / Taxed	9,367	14,000	140	14,000	0%
Total Revenues & Other Inflows	94,475	115,500	14,843	86,200	-25%
Expenses & Other Outflows					
001.5722.512000 - Salaries And Wages	-	329,600	-	335,188	2%
001.5722.514000 - Overtime	-	2,000	-	2,000	0%
001.5722.521000 - Fica And Medicare Tax	-	27,700	-	28,000	1%
001.5722.522000 - Retirement	-	35,750	-	36,250	1%
001.5722.523000 - Employee Insurance	-	18,300	-	15,750	-14%
001.5722.531000 - Professional Contractual	-	1,000	-	1,000	0%
001.5722.531600 - Instructors - Aquatics	-	25,000	-	25,000	0%
001.5722.531700 - Contractual Instructors	-	1,000	-	1,000	0%
001.5722.540000 - Travel And Training	-	1,600	-	1,600	0%
001.5722.546000 - R&M Equipment	-	2,000	-	2,000	0%
001.5722.551000 - Office Supplies	-	2,000	-	2,000	0%
001.5722.552000 - Operating Supplies	-	47,000	-	47,000	0%
001.5722.552001 - Uniforms	-	3,000	-	3,000	0%
001.5722.552006 - Aquatics Supplies	-	2,000	-	2,000	0%
001.5722.554009 - Camp Store Aquatics Other	-	3,000	-	3,000	0%
Total Expenses & Other Outflows	\$-	\$500,950	\$-	\$504,788	1%

Personnel

	2025-Adopted	2026-Proposed
Aquatics		

Aquatics

Personnel

	2025-Adopted	2026-Proposed
Resident Services Director	-	0.50
Lifeguard	5.63	5.64
Aquatic Facility Coordinator	1.00	1.00
Total FTE	6.63	7.14

Non-Departmental

Non-Departmental

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Revenues & Other Inflows					
001.3000.311000 - Ad Valorem Tax	\$14,299,846	\$15,525,000	\$13,938,567	\$15,189,414	-2%
001.3000.311001 - Ad Valorem Tax - Delinquent	5,001	-	2,294	-	0%
001.3000.312410 - Pinellas County Gas Tax	93,752	128,000	71,029	124,029	-3%
001.3000.312510 - State Excise Tax- Fire Pension	354,513	190,000	-	190,000	0%
001.3000.312520 - Excise Tax-Police Pension	-	100,000	-	100,000	0%
001.3000.314100 - Utility Tax-Electric	1,492,909	1,650,000	670,207	1,520,207	-8%
001.3000.314300 - Utility Tax-Water	269,193	345,000	126,544	256,544	-26%
001.3000.314400 - Utility Tax-Gas	47,516	60,000	34,626	47,112	-21%
001.3000.315100 - Communication Service Tax	438,892	515,000	184,140	424,140	-18%
001.3000.316000 - Business Tax Receipt	87,153	90,000	56,971	86,970	-3%
001.3000.323100 - Franchise Fee - Electric	1,271,076	1,300,000	442,968	1,283,968	-1%
001.3000.323400 - Franchise Fee - Gas	15,746	20,000	10,888	15,000	-25%
001.3000.323700 - Franchise Fee - Solid Waste	20,000	20,000	20,000	20,000	0%
001.3000.329500 - Plan Review Fees Other	900	1,200	600	1,200	0%
001.3000.329503 - Lobbyist Fees	1,050	1,000	200	1,000	0%
001.3000.331620 - Federal Grant - Fema	-	1,000	3,954,080	4,000,000	399900%
001.3000.332100 - State Grants Physical Environm	50,282	-	-	-	0%
001.3000.335125 - State Revenue Sharing	282,411	260,000	117,434	252,488	-3%
001.3000.335150 - Alcoholic Beverage Lic.	48,940	50,000	42,817	48,000	-4%
001.3000.335180 - Half Cent Sales Tax	722,709	800,000	336,467	720,000	-10%
001.3000.335210 - F/F Supplemental Comp.	21,394	14,500	-	14,000	-3%
001.3000.335450 - State Rev Share Motor Fuel	60,223	62,000	29,292	54,675	-12%
001.3000.337100 - Local Government Grants	50,000	-	-	-	0%
001.3000.337200 - County Reimbursement	-	20,000	-	20,000	0%
001.3000.341200 - Admin Fee - Bldg Fund	194,900	203,000	-	203,000	0%
001.3000.341201 - Admin.Fee - Wastewater	568,700	592,500	-	592,500	0%
001.3000.341202 - Admin. Fee - Reclaimed Water	119,000	124,000	-	124,000	0%
001.3000.341203 - Admin Fee - Stormwater	105,600	110,000	-	110,000	0%
001.3000.341300 - P & Z Board Fees	35,738	25,000	6,396	38,784	55%
001.3000.341301 - Copy Charges	6,072	5,000	4,457	6,000	20%
001.3000.349001 - Credit Card Convenience Fee	-	-	4	-	0%
001.3000.351100 - Court Fines	6,977	6,000	3,618	4,018	-33%
001.3000.354100 - Special Master Revenues	172,977	100,000	75,119	120,000	20%

Non-Departmental

Non-Departmental

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
001.3000.361100 - Investment Income	1,233,611	125,000	44,442	125,000	0%
001.3000.365000 - Scrap & Surplus Sales	35,767	5,000	1,220	5,000	0%
001.3000.369000 - Misc. Revenues	7,360	10,000	1,155	10,000	0%
001.3000.369100 - Lien Searches	16,520	20,000	6,600	6,000	-70%
001.3000.369102 - Refund Prior Year Expenses	37,043	-	99,447	-	0%
001.3000.369901 - Insurance Recovery	29,533	2,000	1,954,935	2,637,916	131796%
001.3000.380000 - Beginning Fund Balance	-	-	-	-	0%
001.3000.381002 - Transfer From Stormwater	-	60,815	-	60,815	0%
001.3000.381003 - Transfer From Arpa Fund	-	4,900,000	-	-	-100%
001.3000.381402 - Transfer From Reclaimed	60,813	-	-	-	0%
001.3000.381404 - Transfer From Parking Fund	-	-	-	3,200,000	100%
001.3000.383100 - Lease-Merry Pier	48,644	48,000	33,469	48,000	0%
001.3000.383101 - Lease - Parklets	18,856	-	7,578	5,000	100%
001.3000.383102 - Lease - Concessions	226,507	210,000	157,649	210,000	0%
001.3000.383103 - Leases - Cabanas	98,106	85,000	68,374	85,000	0%
Total Revenues & Other Inflows	22,656,230	27,784,015	22,503,587	31,959,780	15%
Expenses & Other Outflows					
001.5000.549003 - Credit Card Processing Fees	1,098	-	5,345	-	0%
001.5000.551000 - Office Supplies	160	-	-	-	0%
001.5000.571004 - Debt Service Principal	395,032	406,570	-	430,657	6%
001.5000.572004 - Debt Service Interest	157,194	145,495	-	63,668	-56%
001.5000.581000 - Fema Tracking Idalia Fy23	44,833	-	10,800	-	0%
001.5000.581001 - Fema Tracking Ts Debby '34	6,613	-	-	-	0%
001.5000.581002 - Fema Hurricane Helene Fy24	76,785	-	7,136,501	-	0%
001.5000.581003 - Fema Hurricane Milton Fy25	-	-	856,930	-	0%
001.5006.591002 - Transfer To Resiliency Fund	750,000	-	-	5,879,906	100%
001.5006.591003 - Transfer To Fleet Fund	-	-	-	607,400	100%
001.5006.591005 - Transfer To Wastewater	-	-	-	5,200,000	100%
001.5006.591006 - Transfer To Cip	6,277,407	-	-	7,790,595	100%
001.5006.591007 - Transfer to Reclaimed Fund	-	-	-	400,000	100%
Total Expenses & Other Outflows	\$7,709,122	\$552,065	\$8,009,576	\$20,372,226	3590%

Building Fund

The Building & Permitting division's mission is to protect the lives and safety of the public, preserve the quality of life in the City, and contribute to economic development through interpretation and enforcement of the Florida Building Codes and City Ordinances. This Building & Permitting division performs plan reviews and inspections. This includes the review of construction drawings and on-site field inspections for compliance with applicable Florida Building Codes and City Ordinances. Other inspections include seawalls, docks, and landscapes. This division issues Certificates of Occupancy and Certificates of Completion. Building and permitting staff hold pre-construction and development meetings in which they meet with developers, architects, engineers, and contractors to assist in the planning stages of future construction projects to help move forward economic development in the community. The division is responsible for licensing of all business operations within the City of St. Pete Beach. This includes the collection of taxes, registration, inspections of businesses and contractor registration.



Building Fund

Fund Balance - Building Fund

	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget
Revenues & Other Inflows				
31 Taxes	\$450	\$-	\$-	\$-
32 Permits, Fees And Special Assessments	1,834,691	1,275,000	517,326	1,599,351
33 Intergovernmental Revenue	-	-	-	-
34 Charges For Services	6,193	-	-	-
35 Judgements, Fines, & Forfeits	-	-	-	-
36 Miscellaneous Revenues	287,043	50,000	119,993	208,207
38 Other Sources	-	-	-	-
Total Revenues & Other Inflows	2,128,377	1,325,000	637,319	1,807,558
Expenses & Other Outflows				
10 Personnel Services	373,695	1,195,971	363,631	1,189,971
11 Personnel Taxes & Benefits	194,154	426,443	118,520	426,443
30 Operating Expenditures/ Expenses	500,964	168,650	48,137	139,150
60 Capital Outlay	503	195,000	-	195,000
70 Debt Service	-	-	-	-
80 Grants And Aids	-	-	-	-
90 Other Uses	197,903	212,000	-	212,000
Total Expenses & Other Outflows	1,267,219	2,198,064	530,288	2,162,564
Fund Balance Beginning	2,372,438	3,233,596	3,233,596	3,109,396
Fund Balance Net Position	861,158	(873,064)	107,031	(355,006)
Fund Balance Ending	\$3,233,596	\$2,360,532	\$3,340,627	\$2,754,390

Building Fund

Building Fund

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Revenues & Other Inflows					
101.3240.316000 - Business Tax Receipt	\$450	\$-	\$-	\$-	0%
101.3240.322000 - Building Permits/Fees	1,676,135	1,200,000	457,079	1,435,026	20%
101.3240.322002 - Fire Inspection Fees	-	-	1,075	-	0%
101.3240.325200 - Permit Surcharge	2,574	-	-	-	0%
101.3240.329500 - Plan Review Fees Other	155,983	75,000	59,172	164,325	119%
101.3240.341300 - P & Z Board Fees	6,193	-	-	-	0%
101.3240.361100 - Investment Income	287,043	50,000	119,993	208,207	316%
Total Revenues & Other Inflows	2,128,378	1,325,000	637,319	1,807,558	36%
Expenses & Other Outflows					
101.5240.512000 - Salaries And Wages	358,794	1,189,971	341,356	1,189,971	0%
101.5240.513000 - Other Salaries And Wages	13,024	2,500	783	-	-100%
101.5240.514000 - Overtime	1,694	1,000	21,492	-	-100%
101.5240.515000 - Auto Allowance	183	2,500	-	-	-100%
101.5240.521000 - Fica And Medicare Tax	27,679	94,600	27,337	94,600	0%
101.5240.522000 - Retirement	63,510	123,150	57,335	123,150	0%
101.5240.523000 - Employee Insurance	91,436	194,050	33,848	194,050	0%
101.5240.524000 - Workers Compensation	11,530	14,643	-	14,643	0%
101.5240.531000 - Professional Contractual	445,158	60,000	-	60,000	0%
101.5240.532000 - Auditing	1,484	1,500	216	-	-100%
101.5240.540000 - Travel And Training	310	20,000	671	20,000	0%
101.5240.541000 - Telephone	10,949	7,000	6,708	-	-100%
101.5240.542000 - Postage	1,779	6,000	-	6,000	0%
101.5240.544000 - Equipment Rental	2,901	3,500	1,654	3,500	0%
101.5240.545000 - Insurance	2,593	3,500	-	3,500	0%
101.5240.546000 - R&M Equipment	720	5,000	-	5,000	0%
101.5240.547000 - Duplicating	3,177	3,500	621	3,500	0%
101.5240.548000 - Promotional Activity	1,815	2,500	30	2,500	0%
101.5240.549000 - Other Expenses	211	-	-	-	0%
101.5240.551000 - Office Supplies	2,617	5,000	827	5,000	0%
101.5240.551001 - Furnishings	5,187	10,000	10,797	10,000	0%
101.5240.552001 - Uniforms	574	3,150	1,239	3,150	0%
101.5240.552002 - Software	16,543	20,000	25,375	-	-100%
101.5240.552003 - Fuel	3,507	10,000	-	10,000	0%
101.5240.552004 - Safety Gear	1,022	3,000	-	3,000	0%

Building Fund

Building Fund

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
101.5240.552007 - Park Benches	-	1,000	-	-	-100%
101.5240.554000 - Publications & Memberships	418	4,000	-	4,000	0%
101.5240.564000 - Machinery And Equipment	-	195,000	-	195,000	0%
101.5240.564300 - Office Equipment	503	-	-	-	0%
101.5240.591000 - Administration Fee	194,900	210,000	-	210,000	0%
101.5240.599000 - Contingency	3,003	2,000	-	2,000	0%
Total Expenses & Other Outflows	\$1,267,221	\$2,198,064	\$530,289	\$2,162,564	-2%

Personnel

	2025-Adopted	2026-Proposed
Building Fund		
Community Development Director	0.50	0.50
Building and Permitting Clerk	-	1.00
Permitting Administrator	1.00	1.00
Permitting Coordinator	-	1.00
Building Official	1.00	1.00
Deputy Building Official	1.00	1.00
Building Inspector	2.00	2.00
Inspector Intern	-	1.00
Permit Technician II	6.50	6.50
Administrative Assistant	1.00	1.00
Total FTE	13.00	16.00

The Resiliency Fund

The Resiliency Fund was created to help position the City plan for long-term infrastructure improvements related to sea level rise. Revenues are planned from the City's collected property taxes each year. The top priority of this fund over the next five years will be to support the rehabilitation and elevation of the City's seawalls..

Fund Balance - Resiliency Fund

	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget
Revenues & Other Inflows				
31 Taxes	\$-	\$-	\$-	\$-
32 Permits, Fees And Special Assessments	-	-	-	-
33 Intergovernmental Revenue	-	-	-	1,488,070
34 Charges For Services	-	-	-	-
35 Judgements, Fines, & Forfeits	-	-	-	-
36 Miscellaneous Revenues	-	-	-	-
38 Other Sources	750,000	650,000	-	5,879,906
Total Revenues & Other Inflows	750,000	650,000	-	7,367,976
Expenses & Other Outflows				
10 Personnel Services	-	-	-	-
11 Personnel Taxes & Benefits	-	-	-	-
30 Operating Expenditures/ Expenses	3,200	-	-	-
60 Capital Outlay	53,476	6,372,000	9,461	5,720,000
70 Debt Service	-	-	-	-
80 Grants And Aids	-	-	-	-
90 Other Uses	-	-	-	-
Total Expenses & Other Outflows	56,676	6,372,000	9,461	5,720,000
Fund Balance Beginning	636,168	1,329,492	1,329,492	1,577,492
Fund Balance Net Position	693,324	(5,722,000)	(9,461)	1,647,976
Fund Balance Ending	\$1,329,492	\$(4,392,508)	\$1,320,031	\$3,225,468

The Resiliency Fund

Resiliency Fund

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Revenues & Other Inflows					
102.3000.332100 - State Grants Physical Environm	\$-	\$-	\$-	\$1,488,070	100%
102.3000.381001 - Transfer From General Fund	750,000	650,000	-	5,879,906	805%
Total Revenues & Other Inflows	750,000	650,000	-	7,367,976	1034%
Expenses & Other Outflows					
102.5380.563000 - Improvements Other Than Buildings	-	925,000	-	925,000	0%
102.5410.565000 - Capital Improvements	-	4,795,000	-	4,795,000	0%
102.5520.531000 - Professional Contractual	3,200	-	-	-	0%
102.5520.563000 - Improvements Other Than Buildings	17,409	-	9,461	-	0%
102.5520.565000 - Capital Improvements	36,067	652,000	-	-	-100%
Total Expenses & Other Outflows	\$56,676	\$6,372,000	\$9,461	\$5,720,000	-10%

The Multimodal Fund

The Multimodal Fund reports impact fee related activity. Impact fees are intended to recover the cost of servicing new development. They are non-recurring charges imposed at the time of building permit to provide for an equitable cost sharing arrangement between new development and existing taxpayers. This fee is based on Pinellas County's multimodal impact fee code, which governs the utilization of impact fees collected from development projects. Specifically, the funds collected from multimodal impact fees are to be used for projects that improve the capacity of the surrounding mobility system in the City of St. Pete Beach including bicycle, pedestrian, transit, and automobile purposes. These funds must be used for public investment, they cannot be used for maintenance purposes.

Fund Balance - Multimodal Fund

	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget
Revenues & Other Inflows				
31 Taxes	\$-	\$-	\$-	\$-
32 Permits, Fees And Special Assessments	22,936	309,700	9,109	310,000
33 Intergovernmental Revenue	-	-	-	-
34 Charges For Services	-	-	-	-
35 Judgements, Fines, & Forfeits	-	-	-	-
36 Miscellaneous Revenues	40,896	20,000	22,221	150,000
38 Other Sources	-	-	-	-
Total Revenues & Other Inflows	63,832	329,700	31,330	460,000
Expenses & Other Outflows				
10 Personnel Services	-	-	-	-
11 Personnel Taxes & Benefits	-	-	-	-
30 Operating Expenditures/ Expenses	-	-	-	-
60 Capital Outlay	5,926	478,612	-	-
70 Debt Service	-	-	-	-
80 Grants And Aids	-	-	-	-
90 Other Uses	-	-	-	-
Total Expenses & Other Outflows	5,926	478,612	-	-
Fund Balance Beginning	263,121	321,027	321,027	172,115
Fund Balance Net Position	57,906	(148,912)	31,330	460,000
Fund Balance Ending	\$321,027	\$172,115	\$352,357	\$632,115

The Multimodal Fund

Multimodal Fund

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Revenues & Other Inflows					
103.3520.324310 - Impact Fees - Residential	\$22,936	\$309,700	\$9,109	\$310,000	0%
103.3520.361100 - Investment Income	40,896	20,000	22,221	150,000	650%
Total Revenues & Other Inflows	63,832	329,700	31,330	460,000	40%
Expenses & Other Outflows					
103.5412.565000 - Capital Improvements	5,926	478,612	-	-	-100%
Total Expenses & Other Outflows	\$5,926	\$478,612	\$-	\$-	-100%

Capital Fund

The Capital Fund accounts for debt service and capital outlay. It is closely aligned with the Capital Improvement Plan (CIP) yet stands alone as its own self-balancing set of accounts. Revenue sources include the City's allocated share of Penny for Pinellas sales tax proceeds, transfers in from the General Fund, and non-recurring items such as interlocal agreements and grant awards. Expenditures include planning and engineering services required to initiate major construction projects, capital outlay identified in the CIP, and debt service.

Fund Balance - Capital Fund

	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget
Revenues & Other Inflows				
31 Taxes	\$1,106,172	\$1,500,000	\$775,944	\$1,537,500
32 Permits, Fees And Special Assessments	-	-	-	-
33 Intergovernmental Revenue	-	3,500,000	-	9,799,110
34 Charges For Services	-	-	-	-
35 Judgements, Fines, & Forfeits	-	-	-	-
36 Miscellaneous Revenues	356,938	200,000	124,437	205,000
38 Other Sources	6,277,407	6,165,000	-	7,790,595
Total Revenues & Other Inflows	7,740,517	11,365,000	900,381	19,332,205
Expenses & Other Outflows				
10 Personnel Services	-	-	-	-
11 Personnel Taxes & Benefits	-	-	-	-
30 Operating Expenditures/ Expenses	336,396	225,903	-	225,903
60 Capital Outlay	6,040,014	27,680,967	3,270,973	31,212,467
70 Debt Service	750,219	751,719	542,109	749,219
80 Grants And Aids	-	-	-	-
90 Other Uses	-	-	-	-
Total Expenses & Other Outflows	7,126,629	28,658,589	3,813,082	32,187,589
Fund Balance Beginning	9,834,620	13,350,734	13,350,734	14,177,734
Fund Balance Net Position	613,888	(17,293,589)	(2,912,701)	(12,855,384)
Fund Balance Ending	\$10,448,508	\$(3,942,855)	\$10,438,033	\$1,322,350

Capital Fund

Capital Fund

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Revenues & Other Inflows					
301.3000.312630 - Penny For Pinellas	\$1,106,172	\$1,500,000	\$775,944	\$1,537,500	2%
301.3000.335121 - Interlocal Agreement	-	3,500,000	-	-	-100%
301.3000.337100 - Local Government Grants	-	-	-	9,799,110	100%
301.3000.361100 - Investment Income	356,938	200,000	124,437	205,000	2%
301.3000.381001 - Transfer From General Fund	6,277,407	6,165,000	-	7,790,595	26%
Total Revenues & Other Inflows	7,740,517	11,365,000	900,381	19,332,205	70%
Expenses & Other Outflows					
301.5140.563000 - Improvements Other Than Buildings	118,948	-	22,708	-	0%
301.5190.564000 - Machinery And Equipment	43,340	200,000	-	375,000	88%
301.5220.562000 - Buildings	91,509	450,000	51,539	-	-100%
301.5410.531000 - Professional Contractual	2,500	-	-	-	0%
301.5410.544004 - Veh/Equip Lease Principal	312,272	213,437	-	213,437	0%
301.5410.544005 - Veh/Equip Lease Interest	21,624	12,465	-	12,465	0%
301.5410.562000 - Buildings	427,925	13,602,967	291,716	13,602,967	0%
301.5410.563000 - Improvements Other Than Buildings	3,419,224	325,000	50,374	325,000	0%
301.5410.564900 - Other Equipment	-	20,000	-	20,000	0%
301.5410.565000 - Capital Improvements	-	5,677,000	-	5,677,000	0%
301.5410.568000 - Intangible Assets	84,907	-	-	-	0%
301.5410.571004 - Debt Service Principal	320,000	335,000	335,000	335,000	0%
301.5410.572006 - Interest Curb Series 2015	430,219	414,219	207,109	414,219	0%
301.5410.573000 - Bond Issue Costs - 2015	-	2,500	-	-	-100%
301.5411.563000 - Improvements Other Than Buildings	1,628,635	5,628,000	2,849,218	9,465,500	68%
301.5710.562000 - Buildings	23,227	-	-	-	0%
301.5721.563000 - Improvements Other Than Buildings	169,459	603,000	-	-	-100%
301.5726.563000 - Improvements Other Than Buildings	-	925,000	-	1,038,000	12%
301.5727.563000 - Improvements Other Than Buildings	32,841	250,000	5,418	709,000	184%
Total Expenses & Other Outflows	\$7,126,630	\$28,658,588	\$3,813,082	\$32,187,588	12%

Fleet Fund

The Fleet Fund is a special revenue fund that facilitates financial planning for the City's vehicle replacement activity. The Fleet Fund is the accounting mechanism by which governmental funds make contributions to plan for future vehicle replacements

Fund Balance - Fleet Fund

	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget
Revenues & Other Inflows				
31 Taxes	\$-	\$-	\$-	\$-
32 Permits, Fees And Special Assessments	-	-	-	-
33 Intergovernmental Revenue	-	-	-	-
34 Charges For Services	-	-	-	-
35 Judgements, Fines, & Forfeits	-	-	-	-
36 Miscellaneous Revenues	243,341	50,000	53,330	73,200
38 Other Sources	576,945	506,000	-	620,178
Total Revenues & Other Inflows	820,286	556,000	53,330	693,378
Expenses & Other Outflows				
10 Personnel Services	-	-	-	142,700
11 Personnel Taxes & Benefits	-	-	-	48,125
30 Operating Expenditures/ Expenses	-	-	-	206,650
60 Capital Outlay	179,643	506,000	273,986	1,073,000
70 Debt Service	-	-	-	-
80 Grants And Aids	-	-	-	-
90 Other Uses	-	4,900,000	-	-
Total Expenses & Other Outflows	179,643	5,406,000	273,986	1,470,475
Fund Balance Beginning	771,382	1,412,025	1,412,025	1,412,025
Fund Balance Net Position	640,643	(4,850,000)	(220,656)	(777,097)
Fund Balance Ending	\$1,412,025	\$(3,437,975)	\$1,191,369	\$634,928

Fleet Fund

Fleet Fund

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Revenues & Other Inflows					
302.3000.361100 - Investment Income	\$243,341	\$50,000	\$53,330	\$73,200	46%
302.3000.381001 - Transfer From General Fund	432,709	506,000	-	607,400	20%
302.3000.381004 - Vrp Contributions	144,236	-	-	-	0%
302.3000.381403 - Transfer From Reclaimed Water Fund	-	-	-	12,778	100%
Total Revenues & Other Inflows	820,286	556,000	53,330	693,378	25%
Expenses & Other Outflows					
302.5130.591001 - Transfer To General Fund	-	4,900,000	-	-	-100%
302.5132.564000 - Machinery And Equipment	179,643	506,000	273,986	-	-100%
302.5390.512000 - Salaries And Wages	-	-	-	137,700	100%
302.5390.514000 - Overtime	-	-	-	5,000	100%
302.5390.521000 - Fica And Medicare Tax	-	-	-	10,800	100%
302.5390.522000 - Retirement	-	-	-	13,700	100%
302.5390.523000 - Employee Insurance	-	-	-	23,625	100%
302.5390.540000 - Travel And Training	-	-	-	1,000	100%
302.5390.546000 - R&M Equipment	-	-	-	500	100%
302.5390.546002 - Repairs And Maintenance Other	-	-	-	50,000	100%
302.5390.546102 - R&M Vehicles	-	-	-	132,950	100%
302.5390.552000 - Operating Supplies	-	-	-	21,000	100%
302.5390.552001 - Uniforms	-	-	-	1,200	100%
302.5390.564901 - Vehicles and Equipment Purchase	-	-	-	1,073,000	100%
Total Expenses & Other Outflows	\$179,643	\$5,406,000	\$273,986	\$1,470,475	-73%

Personnel

	2025-Adopted	2026-Proposed
Fleet Fund		
Public Properties & Fleet	-	0.25
Senior Mechanic	1.00	1.00
Mechanic	1.00	1.00
Total FTE	2.00	2.25



Proprietary Funds



Enterprise Funds

Enterprise Funds

Character	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Revenues & Other Inflows					
32 Permits, Fees And Special Assessments	\$9,207	\$18,000	\$2,775	\$10,200	-43%
33 Intergovernmental Revenue	894,452	890,000	802,318	880,157	-1%
34 Charges For Services	16,588,866	17,876,780	6,201,928	16,384,306	-8%
35 Judgements, Fines, & Forfeits	412,516	300,000	172,248	398,223	33%
36 Miscellaneous Revenues	176,579	165,000	79,995	123,254	-25%
38 Other Sources	-	700,000	-	5,600,000	700%
Total Revenues & Other Inflows	18,081,620	19,949,780	7,259,264	23,396,140	17%
Expenses & Other Outflows					
10 Personnel Services	659,902	1,019,050	524,380	1,335,765	31%
11 Personnel Taxes & Benefits	295,412	342,127	202,142	409,719	20%
30 Operating Expenditures/ Expenses	6,544,045	8,115,990	2,602,146	8,354,351	3%
60 Capital Outlay	612,144	14,035,620	254,800	20,385,000	45%
70 Debt Service	1,475,917	1,458,040	128,028	1,476,098	1%
90 Other Uses	854,113	890,175	-	4,108,804	362%
Total Expenses & Other Outflows	\$10,441,533	\$25,861,002	\$3,711,496	\$36,069,737	39%

Personnel Summary

	2025-Adopted	2026-Proposed
Enterprise Funds		
Wastewater Fund	7.85	8.25
Reclaimed Water Fund	1.15	1.20
Stormwater Fund	4.35	4.55
Parking Fund	3.50	3.10
Total FTE	16.85	17.10

Wastewater Enterprise Fund

The Wastewater Division operates, maintains and repairs the City-owned wastewater collection system. This system consists of 2.8 miles of force main, 41.5 miles of gravity lines, 751 manholes, 3 pump stations and 18 lift stations. The City transmits an average of 2.6 million gallons per day to the Water Reclamation Facility in the City of St. Petersburg. On a regular basis, we perform pump station maintenance including fats, oils and grease removal, and operate manhole and pipe inspection programs. Utilizing a task order maintenance program for system maintenance and repairs, staff responds to property owner requests for assistance with blockages and system locations. We maintain operational coordination with Treasure Island, Pinellas County and St. Petersburg.

Fund Balance - Wastewater Fund

	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget
Revenues & Other Inflows				
31 Taxes	\$-	\$-	\$-	\$-
32 Permits, Fees And Special Assessments	6,432	15,000	-	6,400
33 Intergovernmental Revenue	-	-	-	-
34 Charges For Services	9,194,495	9,400,530	3,781,587	9,594,598
35 Judgements, Fines, & Forfeits	-	-	-	-
36 Miscellaneous Revenues	44,620	40,000	22,221	23,604
38 Other Sources	-	-	-	5,200,000
Total Revenues & Other Inflows	9,245,547	9,455,530	3,803,808	14,824,602
Expenses & Other Outflows				
10 Personnel Services	362,018	529,300	264,004	693,457
11 Personnel Taxes & Benefits	139,725	191,500	87,086	206,092
30 Operating Expenditures/ Expenses	5,417,790	6,418,940	2,234,468	5,666,294
60 Capital Outlay	148,297	6,377,000	172,571	15,510,000
70 Debt Service	1,220,042	1,201,985	-	1,220,042
80 Grants And Aids	-	-	-	-
90 Other Uses	568,700	592,500	-	607,905
Total Expenses & Other Outflows	7,856,572	15,311,225	2,758,129	23,903,790
Fund Balance Beginning	709,089	2,098,064	2,098,064	9,193,743
Fund Balance Net Position	1,388,975	(5,855,695)	1,045,679	(9,079,188)
Fund Balance Ending	\$2,098,064	\$(3,757,631)	\$3,143,743	\$114,555

Wastewater Enterprise Fund

Wastewater Fund

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Revenues & Other Inflows					
401.3431.324210 - Connection Fees	\$6,432	\$15,000	\$-	\$6,400	-57%
401.3431.341000 - State Grant	-	-	-	2,000,000	100%
401.3431.343500 - Wastewater Charges For Service	9,194,495	9,400,530	3,781,587	7,594,598	-19%
401.3431.361100 - Investment Income	44,620	25,000	22,221	23,604	-6%
401.3431.369000 - Misc. Revenues	-	15,000	-	-	-100%
401.3431.381001 - Transfer From General Fund	-	-	-	5,200,000	100%
Total Revenues & Other Inflows	9,245,547	9,455,530	3,803,808	14,824,602	57%
Expenses & Other Outflows					
401.5350.512000 - Salaries And Wages	300,455	483,500	209,512	639,457	32%
401.5350.513000 - Other Salaries And Wages	34,140	30,000	32,687	30,000	0%
401.5350.514000 - Overtime	26,677	15,000	21,752	24,000	60%
401.5350.515000 - Auto Allowance	745	800	52	-	-100%
401.5350.521000 - Fica And Medicare Tax	26,585	37,000	20,115	50,100	35%
401.5350.522000 - Retirement	55,080	75,000	44,018	57,220	-24%
401.5350.523000 - Employee Insurance	48,455	72,000	22,953	86,575	20%
401.5350.524000 - Workers Compensation	9,605	7,500	-	12,197	63%
401.5350.531000 - Professional Contractual	13,791	20,000	4,339	20,000	0%
401.5350.531200 - Planning Engineering	5,618	25,000	-	-	-100%
401.5350.532000 - Auditing	7,939	2,000	-	2,000	0%
401.5350.540000 - Travel And Training	2,211	6,000	90	6,000	0%
401.5350.541000 - Telephone	8,898	7,500	5,292	-	-100%
401.5350.543100 - Electricity	92,431	100,000	43,632	85,000	-15%
401.5350.543200 - Water/Sewer	4,373	6,000	1,153	2,000	-67%
401.5350.543300 - Reclaimed Water	199	250	115	150	-40%
401.5350.543400 - Wastewater Treatment	4,384,411	4,500,000	1,861,907	4,800,000	7%
401.5350.544000 - Equipment Rental	682	3,000	569	3,000	0%
401.5350.545000 - Insurance	39,996	47,190	4,372	50,794	8%
401.5350.546000 - R&M Equipment	121,125	150,000	74,773	130,000	-13%
401.5350.546007 - Repairs	359,882	200,000	205,388	500,000	150%
401.5350.546008 - Force Mains	25,657	40,000	20,837	-	-100%
401.5350.546100 - Direct / Facility Maintenance	3,329	40,000	7,385	20,000	-50%
401.5350.549000 - Other Expenses	-	-	58	-	0%
401.5350.549001 - Purchasing Card	22	-	-	-	0%
401.5350.549005 - True-Up	236,311	-	-	-	0%

Wastewater Enterprise Fund

Wastewater Fund

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
401.5350.549006 - I&I Program	70,259	800,000	-	-	-100%
401.5350.549007 - Sewer Tv	-	375,000	-	-	-100%
401.5350.551000 - Office Supplies	45	500	-	-	-100%
401.5350.552000 - Operating Supplies	22,209	35,000	3,181	33,000	-6%
401.5350.552001 - Uniforms	1,367	4,000	527	5,850	46%
401.5350.552002 - Software	5,480	-	103	-	0%
401.5350.552003 - Fuel	9,022	5,000	717	1,000	-80%
401.5350.552004 - Safety Gear	2,090	2,000	30	2,000	0%
401.5350.552005 - Small Tools	-	50,000	-	5,000	-90%
401.5350.554000 - Publications & Memberships	445	500	-	500	0%
401.5350.563001 - Pump Stations	66,446	6,050,000	82,188	9,610,000	59%
401.5350.564000 - Machinery And Equipment	-	247,000	71,833	-	-100%
401.5350.564900 - Other Equipment	81,851	80,000	18,550	-	-100%
401.5350.565000 - Capital Improvements	-	-	-	5,900,000	100%
401.5350.571001 - 205 Dep Loan Principal	196,751	193,560	-	210,881	9%
401.5350.571002 - Bank Note - Principal	195,006	256,930	-	261,140	2%
401.5350.571003 - 2019 Srf Loan Principal	597,894	650,440	-	650,798	0%
401.5350.571004 - Debt Service Principal	9,403	-	-	-	0%
401.5350.572001 - 2005 Dep Loan - Interest	15,163	9,850	-	11,226	14%
401.5350.572002 - Bank Note - Interest	125,858	64,570	-	59,724	-8%
401.5350.572003 - 2019 Dep Loan - Interest	79,178	26,635	-	26,274	-1%
401.5350.572004 - Debt Service Interest	791	-	-	-	0%
401.5350.591000 - Administration Fee	568,700	592,500	-	607,905	3%
Total Expenses & Other Outflows	\$7,856,575	\$15,311,225	\$2,758,128	\$23,903,791	56%

Wastewater Enterprise Fund

Personnel

	2025-Adopted	2026-Proposed
Wastewater Fund		
Administrative Assistant	0.25	-
Assistant Public Services Director	0.40	0.40
Crew Chief Utilites	0.50	0.50
Emergency Preparedness Specialist	-	0.25
Engineering Technician	-	0.40
Fog & Construction Inspector	0.65	0.65
Operations Manager - Infrastructure	0.25	0.25
Project Manager	0.65	0.65
Public Services Director	0.25	0.25
Senior Engineering Tech	0.40	0.40
Utilities Maintenance Worker 3	3.00	3.00
Utilities Technician I	0.75	0.75
Utilities Technician II	0.75	0.75
Total FTE	7.85	8.25

Reclaimed Water Enterprise Fund

The Reclaimed Water team operates, repairs, and maintains the reclaimed water system through a contractual arrangement with Pinellas County Utilities. The system services approximately 2,900 customers delivering an average of 2.8 million gallons per day of water for irrigation. Utilization of Reclaimed Water reduces the consumption of potable water resulting in considerable savings for property owners. It also reduces the island's dependency on the regional drinking water supply. The City's team coordinates with road construction projects to replace service lines prior to major road paving projects. We investigate water leaks to determine source and coordinate repairs. The City issues permits to hook up or disconnect to the reclaimed water system. Finally, this unit perform utility locates for construction projects.

Fund Balance - Reclaimed Water Fund

	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget
Revenues & Other Inflows				
31 Taxes	\$-	\$-	\$-	\$-
32 Permits, Fees And Special Assessments	2,775	3,000	2,775	3,800
33 Intergovernmental Revenue	-	10,000	-	10,000
34 Charges For Services	1,186,474	1,150,000	536,425	1,100,000
35 Judgements, Fines, & Forfeits	-	-	-	-
36 Miscellaneous Revenues	127,257	95,000	57,774	78,243
38 Other Sources	-	400,000	-	400,000
Total Revenues & Other Inflows	1,316,506	1,658,000	596,974	1,592,043
Expenses & Other Outflows				
10 Personnel Services	90,388	111,850	96,572	101,600
11 Personnel Taxes & Benefits	33,480	37,300	27,094	30,030
30 Operating Expenditures/ Expenses	976,220	1,012,970	285,692	751,027
60 Capital Outlay	316,685	400,000	11,854	700,000
70 Debt Service	-	-	-	-
80 Grants And Aids	-	-	-	-
90 Other Uses	179,813	184,815	-	188,039
Total Expenses & Other Outflows	1,596,586	1,746,935	421,212	1,770,696
Fund Balance Beginning	585,147	305,067	305,067	217,232
Fund Balance Net Position	(280,080)	(88,935)	175,762	(178,653)
Fund Balance Ending	\$305,067	\$216,132	\$480,829	\$38,579

Reclaimed Water Enterprise Fund

Reclaimed Water Fund

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Revenues & Other Inflows					
402.3410.324210 - Connection Fees	\$1,425	\$1,000	\$600	\$1,625	62%
402.3410.324220 - Impact Fees - Commercial - Physical Environment	150	-	-	125	100%
402.3410.329501 - Reclaim Water Permits	-	500	-	500	0%
402.3410.329506 - Disconnect Fee	1,200	1,500	2,175	1,550	3%
402.3410.334320 - County Electric Reimbursement	-	10,000	-	10,000	0%
402.3410.343700 - Recl Water Service Charges	1,186,474	1,150,000	536,425	1,100,000	-4%
402.3410.361100 - Investment Income	127,257	80,000	57,774	63,243	-21%
402.3410.365000 - Scrap & Surplus Sales	-	15,000	-	15,000	0%
402.3410.380000 - Beginning Fund Balance	-	-	-	-	0%
402.3410.381001 - Transfer From General Fund	-	400,000	-	400,000	0%
Total Revenues & Other Inflows	1,316,506	1,658,000	596,974	1,592,043	-4%
Expenses & Other Outflows					
402.5370.512000 - Salaries And Wages	88,565	106,400	94,398	92,600	-13%
402.5370.513000 - Other Salaries And Wages	477	300	1,851	5,500	1733%
402.5370.514000 - Overtime	1,201	5,000	313	3,500	-30%
402.5370.515000 - Auto Allowance	144	150	10	-	-100%
402.5370.521000 - Fica And Medicare Tax	6,626	8,100	7,463	8,300	2%
402.5370.522000 - Retirement	8,537	9,600	9,650	8,540	-11%
402.5370.523000 - Employee Insurance	17,811	17,600	9,981	12,590	-28%
402.5370.524000 - Workers Compensation	506	2,000	-	600	-70%
402.5370.531000 - Professional Contractual	235,889	190,000	47,040	250,000	32%
402.5370.532000 - Auditing	1,470	2,000	288	1,500	-25%
402.5370.540000 - Travel And Training	2,098	1,000	-	1,100	10%
402.5370.541000 - Telephone	-	1,000	-	-	-100%
402.5370.543100 - Electricity	64,567	60,000	33,891	60,000	0%
402.5370.543300 - Reclaimed Water	433,215	500,000	202,624	430,000	-14%
402.5370.543400 - Wastewater Treatment	232,325	-	-	-	0%
402.5370.545000 - Insurance	2,204	2,970	-	2,257	-24%
402.5370.546000 - R&M Equipment	341	250,000	53	1,000	-100%
402.5370.549001 - Purchasing Card	735	-	-	-	0%
402.5370.552000 - Operating Supplies	2,111	4,000	1,766	4,000	0%
402.5370.552001 - Uniforms	541	1,000	30	1,170	17%
402.5370.552002 - Software	471	-	-	-	0%
402.5370.552003 - Fuel	254	1,000	-	-	-100%

Reclaimed Water Enterprise Fund

Reclaimed Water Fund

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
402.5370.565001 - Improvements	316,685	400,000	11,854	500,000	25%
402.5370.568001 - Asset Management	-	-	-	200,000	100%
402.5370.591000 - Administration Fee	119,000	124,000	-	127,224	3%
402.5370.591001 - Transfer To General Fund	60,813	60,815	-	60,815	0%
Total Expenses & Other Outflows	\$1,596,586	\$1,746,935	\$421,212	\$1,770,696	1%

Personnel

	2025-Adopted	2026-Proposed
Reclaimed Water Fund		
Administrative Assistant	0.05	-
Assistant Public Services Director	0.05	0.05
Crew Chief Utilites	0.10	0.10
Emergency Preparedness Specialist	-	0.05
Engineering Technician	-	0.05
Fog & Construction Inspector	0.05	0.05
Operations Manager - Infrastructure	0.05	0.05
Project Manager	0.05	0.05
Public Services Director	0.05	0.05
Senior Engineering Tech	0.05	0.05
Utilities Maintenance Worker 3	0.60	0.60
Utilities Technician I	0.05	0.05
Utilities Technician II	0.05	0.05
Total FTE	1.15	1.20

Stormwater Enterprise Fund

The Stormwater Water team operates, repairs, and maintains the stormwater system consisting of storm drain inlets, manholes, a pipe conveyance system, baffle boxes, tide flex valves, outfall devices and rock gardens. Bio-swales, retention basins and ponds that are designed to hold back stormwater are maintained through this Fund. This improves water quality by allowing solids, floating debris and chemicals to be cleaned out or absorbed in a natural water purification process before entering the ground water system or the bay.

Fund Balance - Stormwater Fund

	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget
Revenues & Other Inflows				
31 Taxes	\$-	\$-	\$-	\$-
32 Permits, Fees And Special Assessments	-	-	-	-
33 Intergovernmental Revenue	894,452	880,000	802,318	870,157
34 Charges For Services	475,288	1,360,000	553,012	464,312
35 Judgements, Fines, & Forfeits	-	-	-	-
36 Miscellaneous Revenues	4,702	30,000	-	21,407
38 Other Sources	-	300,000	-	-
Total Revenues & Other Inflows	1,374,442	2,570,000	1,355,330	1,355,876
Expenses & Other Outflows				
10 Personnel Services	207,498	377,900	163,805	377,400
11 Personnel Taxes & Benefits	122,207	113,327	87,962	113,327
30 Operating Expenditures/ Expenses	150,032	684,080	81,985	680,880
60 Capital Outlay	147,162	7,258,620	70,375	3,875,000
70 Debt Service	255,873	256,055	128,028	256,055
80 Grants And Aids	-	-	-	-
90 Other Uses	105,600	112,860	-	112,860
Total Expenses & Other Outflows	988,372	8,802,842	532,155	5,415,522
Fund Balance Beginning	899,767	1,285,837	1,285,837	4,360,837
Fund Balance Net Position	386,070	(6,232,842)	823,175	(4,059,646)
Fund Balance Ending	\$1,285,837	\$(4,947,005)	\$2,109,012	\$301,191

Stormwater Enterprise Fund

Stormwater Fund

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Revenues & Other Inflows					
403.3380.334360 - Stormwater - Tier 2 Assessment	\$894,452	\$880,000	\$802,318	\$870,157	-1%
403.3380.341000 - State Grant	-	885,000	120,604	-	-100%
403.3380.343500 - Wastewater Charges For Service	475,288	475,000	432,408	464,312	-2%
403.3380.361100 - Investment Income	4,702	30,000	-	21,407	-29%
403.3380.380000 - Beginning Fund Balance	-	-	-	-	0%
403.5380.381001 - Transfer From General Fund	-	300,000	-	-	-100%
Total Revenues & Other Inflows	1,374,442	2,570,000	1,355,330	1,355,876	-47%
Expenses & Other Outflows					
403.5380.512000 - Salaries And Wages	178,882	341,900	132,575	341,900	0%
403.5380.513000 - Other Salaries And Wages	22,390	22,000	22,534	22,000	0%
403.5380.514000 - Overtime	5,786	13,500	6,635	13,500	0%
403.5380.515000 - Auto Allowance	440	500	2,061	-	-100%
403.5380.521000 - Fica And Medicare Tax	15,626	27,000	12,622	27,000	0%
403.5380.522000 - Retirement	64,419	31,545	57,529	31,545	0%
403.5380.523000 - Employee Insurance	36,613	47,735	17,811	47,735	0%
403.5380.524000 - Workers Compensation	5,549	7,047	-	7,047	0%
403.5380.531000 - Professional Contractual	75,986	92,800	29,816	92,800	0%
403.5380.531200 - Planning Engineering	-	2,200	-	-	-100%
403.5380.531300 - Environmental Consulting	14,206	10,000	8,355	10,000	0%
403.5380.532000 - Auditing	1,457	1,500	431	1,500	0%
403.5380.540000 - Travel And Training	-	4,400	16	4,400	0%
403.5380.541000 - Telephone	-	1,000	-	-	-100%
403.5380.544000 - Equipment Rental	-	50,000	-	50,000	0%
403.5380.546000 - R&M Equipment	39,526	500,000	40,786	500,000	0%
403.5380.546100 - Direct / Facility Maintenance	1,680	-	-	-	0%
403.5380.552000 - Operating Supplies	8,759	15,000	1,286	15,000	0%
403.5380.552001 - Uniforms	1,318	4,680	425	4,680	0%
403.5380.552003 - Fuel	7,040	2,000	871	2,000	0%
403.5380.554000 - Publications & Memberships	60	500	-	500	0%
403.5380.564000 - Machinery And Equipment	27,077	135,150	67,575	-	-100%
403.5380.564900 - Other Equipment	-	75,000	-	-	-100%
403.5380.565001 - Improvements	1,155	3,173,470	-	-	-100%
403.5380.565003 - Water Quality Improvement	-	1,400,000	-	1,400,000	0%
403.5380.565800 - Local Flooding Mitigation	118,930	1,675,000	2,800	1,675,000	0%

Stormwater Enterprise Fund

Stormwater Fund

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
403.5380.566800 - Asset Mgmt & Master Plan	-	800,000	-	800,000	0%
403.5380.571008 - Bank Note - Principal	210,000	218,000	109,000	218,000	0%
403.5380.572004 - Debt Service Interest	45,873	38,055	19,028	38,055	0%
403.5380.591000 - Administration Fee	105,600	112,860	-	112,860	0%
Total Expenses & Other Outflows	\$988,372	\$8,802,842	\$532,156	\$5,415,522	-38%

Personnel

	2025-Adopted	2026-Proposed
Stormwater Fund		
Administrative Assistant	0.15	-
Assistant Public Services Director	0.20	0.20
Crew Chief Utilites	0.40	0.40
Emergency Preparedness Specialist	-	0.15
Engineering Technician	-	0.20
Fog & Construction Inspector	0.15	0.15
Operations Manager - Infrastructure	0.15	0.15
Project Manager	0.15	0.15
Public Services Director	0.15	0.15
Senior Engineering Tech	0.20	0.20
Utilities Maintenance Worker 3	2.40	2.40
Utilities Technician I	0.20	0.20
Utilities Technician II	0.20	0.20
Total FTE	4.35	4.55

Parking Fund

Parking related revenues have been significant to the overall operating budget. The newly formed Parking Enterprise Fund turns specific focus on revenue collected for parking related fees and their corresponding expenses. In FY 2025, the City performed an analysis of our parking assets and the related fees collected. In FY 2026, the City intends to implement recommendations made in the analysis to enhance annual revenues and maximize the value of this important asset to the City. Our overall goal is to make parking in St. Pete Beach a fair, equitable, positive experience that benefits residents and visitors, local businesses and the City as much as possible.

Fund Balance - Parking Fund

	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget
Revenues & Other Inflows				
31 Taxes	\$-	\$-	\$-	\$-
32 Permits, Fees And Special Assessments	-	-	-	-
33 Intergovernmental Revenue	-	-	-	-
34 Charges For Services	5,732,610	5,966,250	1,330,903	5,225,396
35 Judgements, Fines, & Forfeits	412,516	300,000	172,248	398,223
36 Miscellaneous Revenues	-	-	-	-
38 Other Sources	-	-	-	-
Total Revenues & Other Inflows	6,145,126	6,266,250	1,503,151	5,623,619
Expenses & Other Outflows				
10 Personnel Services	-	-	-	163,308
11 Personnel Taxes & Benefits	-	-	-	60,270
30 Operating Expenditures/ Expenses	-	-	-	1,256,150
60 Capital Outlay	-	-	-	300,000
70 Debt Service	-	-	-	-
80 Grants And Aids	-	-	-	-
90 Other Uses	-	-	-	3,200,000
Total Expenses & Other Outflows	-	-	-	4,979,728
Fund Balance Beginning	-	-	-	-
Fund Balance Net Position	6,145,126	6,266,250	1,503,151	643,891
Fund Balance Ending	\$6,145,126	\$6,266,250	\$1,503,151	\$643,891

Parking Fund

Parking Fund

Accounts	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Difference %
Revenues & Other Inflows					
001.3191.344500 - Parking Facilities	\$4,895,650	\$5,350,000	\$1,147,448	\$-	-100%
001.3191.344501 - Parking-County Park	756,682	575,000	164,948	-	-100%
001.3191.344502 - Parking - Shared	12,946	1,250	4,081	-	-100%
001.3191.344503 - Parking Permits	67,331	40,000	14,427	-	-100%
001.3191.359100 - Parking Tickets	412,516	300,000	172,248	-	-100%
404.3191.344500 - Parking Facilities	-	-	-	4,447,448	100%
404.3191.344501 - Parking-County Park	-	-	-	705,948	100%
404.3191.344502 - Parking - Shared	-	-	-	12,000	100%
404.3191.344503 - Parking Permits	-	-	-	60,000	100%
404.3191.359100 - Parking Tickets	-	-	-	398,223	100%
Total Revenues & Other Inflows	6,145,125	6,266,250	1,503,152	5,623,619	-10%
Expenses & Other Outflows					
404.5450.512000 - Salaries And Wages	-	-	-	163,308	100%
404.5450.521000 - Fica And Medicare Tax	-	-	-	12,900	100%
404.5450.522000 - Retirement	-	-	-	14,510	100%
404.5450.523000 - Employee Insurance	-	-	-	32,550	100%
404.5450.526000 - Employee Recognitions	-	-	-	310	100%
404.5450.531000 - Professional Contractual	-	-	-	232,700	100%
404.5450.534300 - Bus Support Service	-	-	-	220,600	100%
404.5450.534301 - Micro Transit	-	-	-	505,000	100%
404.5450.540000 - Travel And Training	-	-	-	2,500	100%
404.5450.543100 - Electricity	-	-	-	5,000	100%
404.5450.545000 - Insurance	-	-	-	2,500	100%
404.5450.546000 - R&M Equipment	-	-	-	30,000	100%
404.5450.547000 - Duplicating	-	-	-	5,500	100%
404.5450.549003 - Credit Card Processing Fees	-	-	-	225,000	100%
404.5450.551000 - Office Supplies	-	-	-	850	100%
404.5450.552001 - Uniforms	-	-	-	1,500	100%
404.5450.553002 - Street Signs	-	-	-	25,000	100%
404.5450.563000 - Improvements Other Than Buildings	-	-	-	300,000	100%
404.5450.591001 - Transfer To General Fund	-	-	-	3,200,000	100%
Total Expenses & Other Outflows	\$-	\$-	\$-	\$4,979,728	100%

Parking Fund

Personnel

	2025-Adopted	2026-Proposed
Parking Fund		
Community Development Director	-	0.10
Meter Maintenance Supervisor	1.00	-
Parking Enforcement Officer	2.50	3.00
Total FTE	3.50	3.10



Funded position by department



Funded Position By Department

	2026-Proposed
Positions	
General Fund	
City Commission	5.00
City Clerk	3.00
City Manager	5.00
Community Development	
Community Development: Code Compliance	4.10
Community Development: Planning	5.30
Total Community Development	9.40
Information Technology	5.00
Human Resources	2.00
Finance	7.00
Fire and EMS	
Fire Department: Fire Suppression	28.00
Fire Department: Emergency Medical Services	16.00
Total Fire and EMS	44.00
Public Services	
Public Services: Administration	4.50
Street	3.00
Facilities Management	3.00
Parks Maintenance	7.25
Beach Maintenance	3.00
Total Public Services	20.75
Library Department	7.40
Resident Services	
Recreation	7.56
Aquatics	7.14
Micro Transit	1.00
Total Resident Services	15.70
Total General Fund	124.25
Building Fund	16.00
Fleet Fund	2.25
Enterprise Funds	
Wastewater Fund	8.25
Reclaimed Water Fund	1.20
Stormwater Fund	4.55
Parking Fund	3.10

Funded Position By Department

	2026-Proposed
Total Enterprise Funds	17.10
Total Positions	159.60



Capital Improvement Plan

Capital Improvement Plan - FY 2026

Fund	2026-Proposed
CIP	
General	
Apparatus Computer Replacement	\$10,000
Bunker Gear Replacement (Annual)	50,000
Electronic Materials	26,000
Physical Materials for Circulation	45,000
Purchases of Books	3,000
Total General	134,000
Building	
4WD Truck- 2door Covered Bed	195,000
Total Building	195,000
Resiliency Fund	
Community Center Seawall Replacement	3,250,000
Don CeSar & Boca Ciega Area Resiliency Adaptation	800,000
Shoreline Protection Improvements	1,545,000
Watershed Management Master Plan	125,000
Total Resiliency Fund	5,720,000
Capital Improvement Project	
36th Avenue Seawall Replacement	652,000
80th Avenue Living Shoreline	325,000
Belle Vista Mini Park Improvements	100,000
Boca Ciega Drive Reconstruction	2,675,000
Bridges Rehabilitation	200,000
City-wide Camera and Security System	100,000
Disaster Recovery and Infrastructure Resilience	30,000
Don CeSar Boat Ramp Replacement	200,000
Dune Walkover Replacements	709,000
Egan Park Site Improvements	113,000
Facility Building Repairs	2,100,000
Facility Elevators Rehabilitation	307,500
Facility Emergency Backup Power Generation	650,000
Facility Roof Replacements	2,200,000
Fire Station 22 Demolition + Construction	7,000,000
Fishing Piers Rehabilitation	825,000
Fleet Mechanic Tools & Equipment	20,000
Gulf Boulevard Utility Undergrounding	1,443,000

Capital Improvement Plan - FY 2026

Fund	2026-Proposed
Gulf Way Rehabilitation	3,000,000
Hurricane Damage Right-of-Way Rehabilitation	1,377,500
Hurricane Damage Seawall Repairs	500,000
IT Innovation	20,000
Merry Pier Bait Shack Demolition	62,529
NeoGov (Full suite of applications)	50,000
New AV Solution City Hall and Community Center	175,000
Pass-a-Grille Way Seawall Replacement	4,000,000
Public Restroom Improvements	100,000
Public Services Building Improvements	1,050,000
Public Services Operations Yard Expansion	325,000
Right-of-Way Median Improvements	185,000
Roadway Rehabilitation	500,000
Upham Beach Concession Sanitary Sewer Pipe Replacement	50,000
VA Shuffleboard Building Demolition	82,938
Vina Del Mar Bridge Lighting Replacements	85,000
Total Capital Improvement Project	31,212,467
Fleet Fund	
1998 John Deere 4600 Tractor	45,000
2016 Ford F-150**	50,000
2017 Ford Rescue	350,000
2017 GMC Savana	70,000
2018 Ford Escape	35,000
2019 Ford Transit Connect (Camera Van)	50,000
2020 Ford F-550	350,000
2021 Chevrolet Bolt	105,000
Gator	18,000
Total Fleet Fund	1,073,000
Wastewater	
Asset Management Updates	250,000
Force Main 17 Replacement	500,000
Force Main 6 Replacement	400,000
Master Force Main 1 Replacement	600,000
Pump & Lift Station Pumps Overhaul	50,000
Pump & Lift Station Rehabilitations	3,160,000
Pump Station 1 Rehabilitation	6,250,000

Capital Improvement Plan - FY 2026

Fund	2026-Proposed
Supervisory Control & Data Aquisition Conversion	200,000
Wastewater Collection System Improvements	1,900,000
Wastewater Model Capacity Report Update	50,000
Wastewater System Cleaning & Inspection	2,000,000
Wastewater Transmission System Improvements	150,000
Total Wastewater	15,510,000
Reclaimed Water	
Lateral Service Pipe Replacements	500,000
Pig Port Installation	200,000
Total Reclaimed Water	700,000
Stormwater	
45th Avenue Drainage Improvements	100,000
Belle Vista Baffle Structures	400,000
Don CeSar Baffle Structures	1,000,000
Don CeSar Outfall Improvements Phase 2	1,250,000
Pass-a-Grille Way Tide Check Valve Replacements	325,000
Stormwater System Cleaning & Inspection	800,000
Total Stormwater	3,875,000
Parking	
Parking Technology Enhancements	300,000
Total Parking	300,000
Total	\$58,719,467

Capital Improvement Plan - Multi-Year

	FY 2026 BUDGET	FY 2027 PLAN	FY 2028 PLAN	FY 2029 PLAN	FY 2030 PLAN
General					
001.5220.564000 Machinery And Equipment					
Apparatus Computer Replacement					
To maintain reliability and compatibility with current software systems, we are replacing two computers per year in our response apparatus. The new units provide faster processing speeds, improved connectivity, and enhanced durability to withstand the demands of emergency operations. This ongoing upgrade ensures our crews have access to vital dispatch information, mapping, and reporting tools with greater speed and efficiency, supporting safe and effective service delivery.					
CIP	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Bunker Gear Replacement (Annual)					
To ensure maximum firefighter safety and compliance with industry standards, all structural turnout ensembles will be retired and replaced once they reach 10 years from their date of manufacture. NFPA 1851 "Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting"—mandates this 10 year service life to guard against unseen material degradation from heat exposure, contaminants, and mechanical wear. Our replacement program guarantees that no gear remains in service beyond its certified lifespan, keeping our crews protected with fully reliable equipment.					
CIP	50,000	50,000	50,000	50,000	50,000
MACH Alert System Station 23					
The MACH Alert System is an advanced station alerting solution designed to improve response times and enhance communication efficiency. It integrates directly with dispatch systems to deliver real-time alerts, station tones, voice dispatches, and lighting cues. The system automates station notifications, reduces stress through ramped audio, and ensures that crews receive accurate information quickly and reliably. By streamlining the alerting process, MACH supports faster turnout times and improves overall operational readiness.					
CIP	-	140,000	-	-	-
Portable Radio Replacement					
Advancements in portable radio technology have outpaced the capabilities of our current equipment. As a result, the radios we rely on for critical communication will soon no longer be supported or compatible with evolving systems. To maintain reliable, secure, and efficient communication especially during emergency responses it is essential to replace our outdated radios with modern units that meet current standards and ensure the safety of our personnel and the public.					
CIP	-	-	-	130,000	-
Replace Marine 23 Electronics Package					
Marine 23's electronics package will deliver precise navigation, clear detection, and reliable communications in demanding maritime conditions:					
• Chartplotter/GPS: High res touchscreen mapping for accurate waypoint guidance. • X Band Radar: Penetrates rain, fog, and darkness to reveal vessels and hazards. • VHF Radio w/ DSC: Secure voice comms and one touch distress signaling. • AIS: Real time tracking of nearby traffic to enhance collision avoidance. • Depth Sounder/Fishfinder: Accurate depth and seabed data for safe passage and search ops. • Autopilot Interface: Stabilizes course in rough seas, reducing crew fatigue. • Digital Compass: Magnetic heading backup for fail safe navigation.					
All components feature rugged, watertight housings and redundant power to ensure continuous operation. Intuitive controls and advanced functionality equip our team with the confidence, efficiency, and safety needed on every mission.					
CIP	-	-	-	-	15,000

Capital Improvement Plan - Multi-Year

	FY 2026 BUDGET	FY 2027 PLAN	FY 2028 PLAN	FY 2029 PLAN	FY 2030 PLAN
Replace Marine 23 Outboard Engines					
Given Marine 23's role in water rescue, emergency response, and marine patrol, ensuring dependable propulsion is essential for crew safety and operational readiness. Replacing the engines proactively in 2030 will help avoid in-service failures, reduce long-term maintenance costs, and maintain mission capability. New outboards will also offer improved fuel efficiency, lower emissions, and integration with updated marine electronics. This investment ensures continued serviceability through the next operational phase, reduces the risk of unexpected failures, and helps control long-term maintenance costs while maintaining the high reliability expected of front-line marine response assets.					
CIP	-	-	-	-	70,000
Replacement of Squad 22 Extrication Equipment					
To keep Squad 22 equipped with reliable, modern rescue tools, we are replacing outdated extrication gear with advanced tools for improved performance, safety, and efficiency. The new equipment includes:					
• R320 E3 Connect Ram (Tool & Extensions): A powerful hydraulic ram for pushing/pulling during extrications, with modular extensions for added reach.					
• SC 358 E3 Connect Combi Tool: A compact, powerful cutter/spreader for rapid deployment in varied rescue scenarios.					
• E3/EWXT 9Ah Battery (Saltwater Rated): High-capacity batteries built for reliable performance in extreme, wet conditions.					
• EWXT/E3 Charger: A compatible charging system to ensure all batteries are fully ready when needed.					
• StrongArm LE100: A versatile battery-powered tool for cutting, spreading, and prying in tactical and rescue operations.					
These upgrades ensure Squad 22 is equipped with the latest tools to perform faster, safer extrications and enhance emergency response.					
CIP	-	-	45,000	-	-
Self-Contained Breathing Apparatus (SCBA) Replacement					
Self-Contained Breathing Apparatus (SCBA) are critical life safety tools that provide firefighters with breathable air in hazardous environments. Modern SCBAs feature advanced safety enhancements, including integrated PASS alarms, heads-up displays, and improved ergonomic designs for increased comfort and mobility. These units protect personnel from smoke, toxic gases, and oxygen-deficient atmospheres, ensuring firefighter safety during fire suppression, hazardous materials incidents, and confined space operations. Regular replacement is essential to meet current safety standards and maintain operational readiness.					
22 packs with bottles, 22 extra bottles, 3 RIT packs, 50 Masks					
CIP	-	-	430,000	-	-
Total 001.5220.564000 Machinery And Equipment	60,000	200,000	535,000	190,000	145,000
001.5710.566300 Library Electronic Material					
Electronic Materials					
Total 001.5710.566300 Library Electronic Material	26,000	-	-	-	-
001.5710.566000 Books For Circulation					
Physical Materials for Circulation					
The physical materials circulated by the library include books in many formats including large and regular type books in hardcover and paperback. Other items covered in this project include DVDs, Blu-Rays, magazines, music CDs, books on CD, Playaways, kits, games, and other materials in the "Library of Things" collection.					
CIP	45,000	-	-	-	-
Total 001.5710.566000 Books For Circulation	45,000	-	-	-	-
001.5710.566200 Memorial Books					
Purchases of Books					
Total 001.5710.566200 Memorial Books	3,000	-	-	-	-
Total General	\$134,000	\$200,000	\$535,000	\$190,000	\$145,000

Capital Improvement Plan - Multi-Year

	FY 2026 BUDGET	FY 2027 PLAN	FY 2028 PLAN	FY 2029 PLAN	FY 2030 PLAN
Building					
101.5240.564000 Machinery And Equipment					
4WD Truck- 2door Covered Bed					
Deputy Building Offical					
CIP	\$48,750	\$-	\$-	\$-	\$-
Inspectors					
CIP	146,250	-	-	-	-
Total 101.5240.564000 Machinery And Equipment	195,000	-	-	-	-
Total Building	\$195,000	\$-	\$-	\$-	\$-

Capital Improvement Plan - Multi-Year

	FY 2026 BUDGET	FY 2027 PLAN	FY 2028 PLAN	FY 2029 PLAN	FY 2030 PLAN
Capital Improvement Project					
301.5190.564000 Machinery And Equipment					
City-wide Camera and Security System					
The City is launching a comprehensive security initiative to install a modern camera and surveillance system across key city buildings and associated facilities. This investment is designed to enhance public safety, protect municipal assets, and promote a secure environment for residents, staff, and visitors.					
The upgraded system will support the City's efforts to:					
• Deter criminal activity. • Improve coordination with public safety personnel. • Improve situational awareness around municipal buildings and city led programs, contributing to a safer and more welcoming community. • Protect City staff and first responders by increasing security around operational facilities and service points.					
Disaster Recovery and Infrastructure Resilience					
Ensures local IT Service continuity and solution backup resilience during Internet outages0					
IT Innovation					
This project creates a flexible funding source to support technology improvements across departments. The goal is to invest in smart, efficient tools that help the City operate more effectively, serve the public faster, and reduce long-term costs. This fund empowers the City to respond to changing needs, improve customer service, and support staff with the right tools—without waiting for a separate budget cycle for every small but important innovation.					
CIP	20,000	100,000	100,000	100,000	100,000
NeoGov (Full suite of applications)					
The City is implementing NeoGov, a modern cloud-based system to manage human resources and payroll functions. This system will replace outdated tools and manual processes with a streamlined, all-in-one platform that handles everything from hiring and onboarding to payroll, performance evaluations, and employee records.					
CIP	50,000	50,000	50,000	50,000	-
New AV Solution City Hall and Community Center					
Total 301.5190.564000 Machinery And Equipment	375,000	275,000	150,000	150,000	100,000
301.5410.565000 Capital Improvements					
36th Avenue Seawall Replacement					
Replacement of deteriorated seawall at intersection of E Maritana Dr and 36th Avenue with new structure at 5 foot NAVD88 elevation with living shoreline enhancements. Additional stormwater inlets and pipes will be installed and the outfall will be replaced to decrease flooding.					
CIP	652,000	-	-	-	-
80th Avenue Living Shoreline					
Construction of design previously completed in FY20 for the installation of a living shoreline seawall project at the eastern end of the 80th Avenue Park. The existing seawall is rated at 4 out of 9, poor condition and has a cap elevation of 3.5 feet NAVD 88 which is below the City Code elevation of 5 feet. This elevation poses a threat of flooding the Boca Ceiga neighborhood as high tides continue to increase and sea level rise advances. In addition to the disrepair project.					
CIP	325,000	-	-	-	-
Don CeSar Boat Ramp Replacement					
The current boat ramp allows for storm surge flooding impacting the neighborhood and impacting vehicle movement. In FY25, the City completed grant funded project for an alternatives analysis and feasibility study to determine a location for the boat ramp, including rehabilitation of the existing boat ramp and an alternative location on Cabrillo Ave. The existing location was selected. Engineering design is planned for fiscal year 2026 with construction in fiscal year 2027. Disrepair. Restore					
CIP	200,000	2,000,000	-	-	-

Capital Improvement Plan - Multi-Year

	FY 2026 BUDGET	FY 2027 PLAN	FY 2028 PLAN	FY 2029 PLAN	FY 2030 PLAN
Hurricane Damage Seawall Repairs					
Construction services for as-needed repairs. Post-storm engineering inspections identified deficiencies caused by the hurricanes. The seawalls observed consisted of concrete sheet piles with steel tie back rods and a reinforced concrete pile cap. One observed typical damage was soil wash out on the land side of the seawall due to leakage in the walls' joints. A second typical damage was soil washout on the landside of the wall due to wave action and storm surge. Repairs include soil backfill, flowable fill backfill, tie back rod replacement, sidewalk replacement. Locations include: 14th Ave, 18th Ave, 75th Ave, 78th Ave, 80th Ave, Fisherman's Park, Recreation Center, Boca Ciega Mini Park					
Pass-a-Grille Way Seawall Replacement					
Design, permitting and construction for the replacement of the existing 2,500 linear foot seawall and subsurface pressure grouting. The replacement seawall would be driven directly waterward of the existing wall. The area between the existing and proposed walls would be filled with flowable fill and the proposed concrete cap would be tied into the existing concrete cap. It is recommended the proposed wall be constructed using steel sheet piles to accommodate the increased height of 6 foot NAVD88 and applied surcharge loads from the sidewalk and roadway. It is also recommended the steel sheet piles have a Larssen knuckle system to help prevent intrusion through the wall joints. As part of this project, subsurface pressure grouting should be performed in areas where voids were encountered based on the March 2025 GPR scanning. Potential catastrophic. FEMA Funds.					
CIP	4,000,000	4,000,000	-	-	-
Total 301.5410.565000 Capital Improvements	5,677,000	6,000,000	-	-	-
301.5410.562000 Buildings					
City Hall Interior Improvements					
Second floor office renovations to the finance department for more efficient use of office space. Design fiscal year 2026 (\$50,000), construction fiscal year 2027 (\$300,000). Renovation of the first-floor reception area and desk to improve security and access fiscal year 2026 (\$15,000). Office reconfiguration.					
CIP	-	65,000	300,000	-	-
Facility Building Repairs					
Repairs due to damage from hurricanes Helene and Milton. Impacted facilities include City Hall (\$28,736.81), Don Vista Art Center (\$529,864.41), Public Services (\$414,379.86), Recreation Center (\$1,012,356.74), and Warren Webster (\$48,706.81). Resiliency.					
CIP	2,100,000	-	-	-	-
Facility Elevators Rehabilitation					
This program provides for the as-needed and scheduled rehabilitation and replacement of elevators at city-owned facilities. A contract with TK Elevator was approved for the fiscal year 2025 to rehabilitate the elevators at the Community Center (\$151,777.00), Fire Station 23 (\$266,251.92), and Public Services buildings (\$152,342.80), all of which were damaged by Hurricanes Helene and Milton. Don Vista Art Center also requires repairs (\$41,114.05). City Hall elevator is scheduled for FY 28.					
CIP	307,500	-	-	-	-

Capital Improvement Plan - Multi-Year

	FY 2026 BUDGET	FY 2027 PLAN	FY 2028 PLAN	FY 2029 PLAN	FY 2030 PLAN
Facility Emergency Backup Power Generation					
This program provides for the expansion of emergency backup power generator equipment to city-owned critical facilities. Fiscal year 2026 includes Fire Station 23 (\$650,000) and FY2027 City Hall (\$550,000). Fiscal Year 2028 includes Public Services. 2029 includes Community Center.					
Facility HVAC System Improvements					
This program provides for the scheduled and emergency repairs and end of useful life replacements of heat, ventilation, and air conditioning systems at city owned facilities. Recreation Center HVAC replacement in FY 25. New HVAC equipment for City Hall is scheduled for FY27 with necessary upgrades and configuration modifications for efficiency based on FY25 system evaluation.					
Facility LED Lighting Conversions					
Replacement of existing lighting with LED fixtures at various city-owned facilities. Fiscal year 2027 includes LED lighting at the Community Center Ballroom.					
Facility Roof Replacements					
Replacements due to damage from hurricanes Helene and Milton. City Hall (\$725,200.32), Community Center (\$572,776.23), Recreation Center-Aquatic Center (\$161,578.76), Public Services (\$668,854.25), Warren Webster (\$34,635.45). Contract has been executed with Cotton Global Disaster Solutions.					
CIP	2,200,000	-	-	-	-
Fire Station 22 Demolition + Construction					
Fire Station 22 was deemed significantly damaged following hurricanes Helene and Milton. Repairs and improvements to bring the facility to code compliance is not cost effective. The building is proposed to be replaced with a new facility that meets current building codes and operational needs of fire personnel.					
CIP	7,000,000	4,500,000	-	-	-
Fire Station 23 Painting					
Interior and exterior painting of Fire Station 23 facility. Painting bid shall include pressure washing building prior to applying exterior paint.					
CIP	-	25,000	25,000	-	-
Merry Pier Bait Shack Demolition					
The Merry Pier bait shack and the concrete patio have been designated as unsafe structures due to hurricane damage, and the city will need to demolish them. The electrical and plumbing systems connected to the bait shack also need to be removed. Coordination with the Florida Department of Environmental Protection (FDEP) is required for a permit exemption per the emergency declaration. The city has received three qualified bids for the demolition.					
CIP	62,529	-	-	-	-
Public Restroom Improvements					
This program provides for the as needed repairs and improvements to various restroom facilities at City parks. Fiscal Year 26 is scheduled to rehabilitation the public bathroom facility at Hurley Park.					
CIP	100,000	-	-	-	-
Public Services Building Improvements					
FY 25 roof replacement. FY 26 new locker and restroom facilities for the field staff, expanded second floor office space, renovated breakroom and kitchen area, and upgraded mechanical equipment.					
CIP	1,050,000	-	-	-	-
Upham Beach Concession Sanitary Sewer Pipe Replacement					
Replacement of the concession sanitary sewer line from the bathrooms to the point of connection to the city's gravity main. Storm related.					
CIP	50,000	-	-	-	-

Capital Improvement Plan - Multi-Year

	FY 2026 BUDGET	FY 2027 PLAN	FY 2028 PLAN	FY 2029 PLAN	FY 2030 PLAN
VA Shuffleboard Building Demolition					
The shuffleboard club building has been designated as unsafe structures due to hurricane damage, and the city will need to demolish it. Demolition was approved by the Historical Preservation Board in FY 25. The city has received three qualified bids for the demolition.					
CIP	82,938	-	-	-	-
Total 301.5410.562000 Buildings	13,602,967	6,170,000	875,000	500,000	-
301.5410.564900 Other Equipment					
Fleet Mechanic Tools & Equipment					
FY 25 mechanic tools and diagnostic equipment. These tools are needed for preventative and reactive maintenance to city vehicle and equipment assets. FY 26 additional vehicle lift. The additional lift will increase the efficiency and ability to perform work underneath vehicles.					
CIP	20,000	-	-	-	-
Total 301.5410.564900 Other Equipment	20,000	-	-	-	-
301.5410.563000 Improvements Other Than Buildings					
Public Services Operations Yard Expansion					
Continuation of the Public Works Yard Expansion project from FY 2024. This includes a stormwater evaluation and a vehicle washdown station for washing the undercarriages of the City's vehicular assets.					
CIP	325,000	-	-	-	-
Total 301.5410.563000 Improvements Other Than Buildings	325,000	-	-	-	-
301.5411.563000 Improvements Other Than Buildings					
Boca Ciega Drive Reconstruction					
The pavement on Boca Ciega Drive is in poor condition, and the current reclaimed water services often break down, leading to leaks. The infrastructure is aging and has exceeded its useful life. This project will involve reconstructing the roadway, which includes restoring the base, paving with asphalt, replacing curbs, adding sidewalks, replacing utility services, and installing signage and striping. Additionally, the project will incorporate improvements to the stormwater system to reduce flooding. Design completion pending update based on City Commission direction. Estimated project cost for permitting, construction, and engineering inspection is \$7,000,000.					
CIP	2,675,000	2,675,000	-	-	-
Bridges Rehabilitation					
This program provides for the as-needed and systematic renovation and/or replacement of the City's bridges and structural components based on annual engineering evaluations of the structural integrity. The city's bridges are located at Vina Del Mar and Boca Ciega Isle.					
CIP	200,000	200,000	200,000	200,000	200,000
Corey Avenue Monument Signs					
Construction of monument signs on Corey Avenue, east and west of Gulf Blvd. Project was designed in FY 24. Scope includes striping, pavement markings, and new curb around the signs in addition to the sign installations. The new sign west of Gulf Blvd impacts existing parking on the north and south sides of Corey Ave due to site distance visibility standards. FDOT permitting required since impacting state right-of-way.					
CIP	-	75,000	-	-	-

Capital Improvement Plan - Multi-Year

	FY 2026 BUDGET	FY 2027 PLAN	FY 2028 PLAN	FY 2029 PLAN	FY 2030 PLAN
Gulf Boulevard Utility Undergrounding					
In 2026, the Duke Energy and Spectrum are scheduled to complete underground utility energization for the Phase 1 portion of the Gulf Boulevard Undergrounding project from 55th Avenue to 75th Avenue. Phase 2, which has been divided into two smaller phases (A and B) is designed and ready for construction. Phase 2A is scheduled for construction in FY25 with construction completion anticipated in 2027. Phase 2B is scheduled to begin construction in FY2027 with construction completion in 2028. The Penny for Pinellas funding is dedicated specifically to this project only.					
CIP	1,443,000	6,300,000	-	-	-
Gulf Way Rehabilitation					
Design-build project delivery utilizing roadway resurfacing plans from FY 24 as a resource. Gulf Way right-of-way including beach wall, sidewalk, curb, and pavement were damaged by Hurricane Helene. The project scope of work includes reconstruction of the Gulf Way roadway from 1st Avenue to 22nd Avenue. This project includes new beach wall, road base, pavement, sidewalks, curbing, crosswalks, and ADA ramps where applicable. Mitigation measures will be considered for long-term resilience.					
CIP	3,000,000	-	-	-	-
Gulf Winds Drive Reconstruction					
The pavement conditions on Gulf Winds Drive are poor, and the existing reclaimed water services frequently break, causing leaks. The aging infrastructure has surpassed its useful life. The project will involve roadway reconstruction, including base restoration, asphalt paving, curb replacement, sidewalks, signage, and striping. This work will be coordinated with Duke Energy's electrical undergrounding as well as improvements to Pinellas County's water and reclaimed water mains. Design completion is pending update based on City Commission direction. Estimated project cost for permitting, construction, and engineering inspection is \$5,600,000.					
Hurricane Damage Right-of-Way Rehabilitation					
This project provides for the rehabilitation of right-of-way infrastructure including pavement, sidewalks, signage, striping, and lighting due to hurricane damage. Pavement damage was mainly found in areas affected by wave action and water intrusion, particularly in the Pass-a-Grille beach area, where sidewalks and paver installations suffered. The concrete there experienced heave and subsoil deterioration. Sunset Park also faced significant wave impact, leading to near-total pavement failure in the parking lot as the wave action compromised shore protection. On the east side of the island, 55th Street saw multiple damage points due to seawall failures, which further weakened the sub-base and caused pavement collapse. Throughout the city, sidewalks, signage, and lighting were also damaged, with effects worsened by storm surge near the shorelines. Repair - FEMA eligible.					
CIP	1,377,500	1,377,500	-	-	-
Right-of-Way Median Improvements					
This program provides for as-needed and systematic improvements to landscaped median islands within the right-of-way. FY 25 includes Blind Pass Road project with grant funding from the Florida Department of Transportation.					
CIP	185,000	-	-	-	-
Right-of-Way Signage Assessment Management					
This project provides for the inventory of existing right-of-way signage and prioritization plan for replacement. Collected data to be integrated into GIS for field services asset tracking and work order management system.					
CIP	-	50,000	-	-	-
Roadway Rehabilitation					
The City has approximately 40 miles of paved roadways as well as commercial, recreational, and park area parking lots. This Citywide program provides for the continued re-investment into maintaining the City's roadways at an overall level of service pavement condition index of satisfactory or better. The program provides for the milling, paving, replacement of curb and gutters, re-striping, and minor drainage improvements. The street paving will be coordinated with repairs to sanitary sewers, reclaimed water systems, and other subsurface utilities.					
CIP	500,000	1,000,000	2,215,000	2,215,000	2,215,000

Capital Improvement Plan - Multi-Year

	FY 2026 BUDGET	FY 2027 PLAN	FY 2028 PLAN	FY 2029 PLAN	FY 2030 PLAN
Shell Alley Improvements					
This program selects one alley annually for long-term structural and drainage improvements using a geo-grid technology for drainage. This effort represents a new, more significant rehabilitation methodology opposed to shell maintenance that has historically been performed.					
CIP	-	225,000	225,000	225,000	225,000
Vina Del Mar Bridge Lighting Replacements					
Install replacement light poles and decorative fixtures for placement on the existing guardrail posts at Vina Bridge, as selected by the Historical Board in fiscal year 2024.					
CIP	85,000	-	-	-	-
Total 301.5411.563000 Improvements Other Than Buildings	9,465,500	14,702,500	5,440,000	2,640,000	2,640,000
301.5726.563000 Improvements Other Than Buildings					
Belle Vista Mini Park Improvements					
FY 25 design, permitting, and construction of replacement public dock at Belle Vista Mini Park on Belle Vista Drive East. FY 26 scope of work includes repairs and replacement of deteriorating, aging infrastructure including stormwater pipe and seawall. Storm related					
CIP	100,000	-	-	-	-
Egan Park Site Improvements					
Restoration of the Egan Park ballfield and parking areas that were utilized as the debris management sites for Hurricanes Helene and Milton. Geotechnical investigation and soil sampling were completed in fiscal year 2025 to determine remediation and mitigation needs. FY 25 project includes soil replacement, land grading, irrigation, sodding, and environmental monitoring. FY 27-30 project considers improvements to Egan Park greenspace, tennis courts, field fencing, parking and traffic and bathrooms.					
Fishing Piers Rehabilitation					
This program provides for the as-needed repair and replacement of city-owned dock and pier structures. Fiscal year 2026 includes rehabilitation of 1st Avenue and 7th Avenue piers damaged by Hurricanes Helene and Milton. Storm related. Amenity vs Critical infrastructure.					
CIP	825,000	-	-	-	-
Horan Park Docks					
This project aims to revive a design concept from around 2013 that involves the installation of floating docks along the Community Center and Horan Park. The design will assess the feasibility of connecting these docks to a boardwalk or waterway trail at the east end of Corey Avenue. To support operational costs, metering may be implemented using technology similar to that used for public parking. The staff will explore available grant opportunities to fund this project.					
CIP	-	550,000	-	-	-
Playground Equipment Improvements					
This program provides for the as-needed and scheduled playground piece replacements. FY 27 Lazarillo Park and Hurley Park. FY28 Vina Del Mar Park and Liso Park.					
Total 301.5726.563000 Improvements Other Than Buildings	1,038,000	775,000	225,000	100,000	100,000
301.5727.563000 Improvements Other Than Buildings					
Dune and Beach Restoration					
Restoration of dunes and beach at city-owned property and to supplement the level of service provided by Pinellas County. Improvements may include dune plantings, erosion control, sand placement, exotic vegetation removal, and public access way rehabilitation.					
CIP	-	50,000	25,000	-	25,000

Capital Improvement Plan - Multi-Year

	FY 2026 BUDGET	FY 2027 PLAN	FY 2028 PLAN	FY 2029 PLAN	FY 2030 PLAN
Dune Walkover Replacements					
This program provides the design, permitting, and construction of new beach access dune walkovers to replace those damaged by storms or aging, which pose safety hazards. The improvements will include the use of composite materials, stainless steel or galvanized hardware, traction control mats, gentler inclines, and reinforced framing. The planned locations for fiscal year 2025 are at 2nd, 3rd, 4th, 6th, 7th, 51st, and 52nd Avenues. For fiscal year 2026, the locations will be 12th and 16th Avenues.					
CIP	709,000	-	-	-	-
Foot Shower & Drainage Improvements					
Replacement of foot shower equipment for public use and installation of drainage infrastructure to prevent erosion at the beach access locations in Pass-a-Grille Beach and Upham Beach.					
CIP	-	30,000	-	-	-
Total 301.5727.563000 Improvements Other Than Buildings	709,000	80,000	25,000	-	25,000
Total Capital Improvement Project	\$31,212,467	\$28,002,500	\$6,715,000	\$3,390,000	\$2,865,000

Capital Improvement Plan - Multi-Year

	FY 2026 BUDGET	FY 2027 PLAN	FY 2028 PLAN	FY 2029 PLAN	FY 2030 PLAN
Wastewater					
401.5350.565000 Capital Improvements					
Asset Management Updates					
Asset Management may include GIS projects such as valve, lateral, and grease trap mapping updates, as well as updates to the asset management report, to include the City's stormwater and roadway infrastructure. The 2023 wastewater asset management plan recommended that GIS inventory be updated annually, and asset management report be updated every 5 years.					
CIP	\$250,000	\$25,000	\$25,000	\$25,000	\$200,000
Force Main 17 Replacement					
Design and construction for end of useful life replacement of force main 17. Force Main 17 discharges directly from Lift Station 17 to MH-251 located just west of S Maritana Drive along Don Jose Street. Force Main 17 receives flow from nearby residential areas. The 2023 wastewater asset management plan recommended this project for FY 26.					
CIP	500,000	-	-	-	-
Force Main 6 Replacement					
Design and construction for end of useful life replacement of force main 6. Force Main 6 discharges directly from Lift Station 6 to MH-166 located at 21st Avenue and Pass-A-Grille Way. Lift Station 6 receives flow from surrounding residential neighborhoods in the Vina Del Mar area. The 2023 wastewater asset management plan recommended this project for FY 24.					
CIP	400,000	-	-	-	-
Force Mains Assessment					
The City's force mains are maintained by City staff. The City of St. Pete Beach Force Main Post Assessment Report completed in 2018 identified the remaining service life of the City's force mains to establish a replacement schedule. The 2023 wastewater asset management report recommended a force main assessment is completed every 10 years until all force main replacements have been completed.					
CIP	-	100,000	-	-	-
Master Force Main 1 Replacement					
The design and construction of a redundant sub-aqueous force main and rehabilitation of the existing force main. Master force main 1 moves all wastewater flows from the City of St. Pete Beach to the City of St. Petersburg's facilities and Force Main 1 (FM 1) is the discharge force main from Pump Station 1 which serves as the master pump station for the entire sewer system in St. Pete Beach. Pump Station 1 is located at 8665 Boca Ciega Drive. The force main manifolds with the City of Treasure Island's force main at 79th Street South and Treasure Island Causeway. This force main ultimately delivers the combined flow from the City of St. Pete Beach and the City of Treasure Island to the City of St. Petersburg Pump Station 61. Pump Station 2 and Lift Stations 10, 11, 12, and 14 directly contribute flow to Pump Station 1. A preliminary design report is to be completed fiscal year 2025 with engineering design in fiscal year 2026. The construction cost is currently estimated at \$25M to \$30M.					
CIP	600,000	15,000,000	15,000,000	-	-
Pump & Lift Station Pumps Overhaul					
This program provides for the as-needed and scheduled repairs and replacements to the City's 45 Flygt pump fixed assets. The 2023 wastewater asset management plan recommends the following schedule for service repairs and overhauls: FY 26 Lift stations 2, 3, 6, 9. FY 27 Lift stations 8 and 16. FY 29 Lift station 13. FY 30 Lift stations 14, 15, 17. FY 31 Lift stations 4, 7, 10, 11, 18, 19, 20, 21.					
CIP	50,000	50,000	-	50,000	50,000

Capital Improvement Plan - Multi-Year

	FY 2026 BUDGET	FY 2027 PLAN	FY 2028 PLAN	FY 2029 PLAN	FY 2030 PLAN
Sewer Smoke Testing					
Sewer smoke testing is performed to identify significant contributors of inflow and infiltration. This program can also help determine the location of any illegal connections to the system and other sources of stormwater inflow. It is recommended that the City perform smoke testing every five (5) years. It is recommended that a public relations program be in place to communicate when there is a possibility of smoke entering a home or a building during smoke testing. Smoke testing procedures should include how line segments are isolated, the maximum amount of line to be smoked at one time, and the weather conditions under which smoke testing is conducted. Dye testing may also be performed to confirm the results of smoke testing.					
CIP	-	-	-	150,000	-
Wastewater Collection System Improvements					
This program provides the as-needed and systematic improvements to lateral service lines, gravity mains, manholes, and cleanouts. The sanitary sewer system is made up of multiple sizes of pipes connected through a network of manholes to a single pump station, from which the flow is discharged off the island for treatment. An inflow and infiltration study conducted in 2016 found that most of the collection system's pipes and manholes are compromised and need repairs. Based on the average cost of repairs over the past three years, it is estimated that the entire system will require more than \$16,000,000 to reduce inflow and infiltration (I&I) flows to acceptable industry standards.					
CIP	1,900,000	500,000	500,000	500,000	500,000
Wastewater Model Capacity Report Update					
The City's wastewater system hydraulic model should be updated at a minimum of every five (5) years to reflect current flow data and changes to infrastructure throughout the City. Updates may need to occur more frequently in the event of significant changes to the infrastructure or an increase in flow from development/redevelopment.					
CIP	50,000	-	-	-	-
Wastewater System Cleaning & Inspection					
As a result of Hurricane Helene, significant sand and sediment was deposited into the gravity system, requiring cleaning. The City plans to solicit bids from qualified contractors to complete sewer system cleaning and CCTV inspection. The goal of the program is to clean the sanitary sewer system and clear grit accumulation resulting from Hurricane Helene. Additionally, this project aims to complete a comprehensive identification and inspection of pipes, manholes, and laterals in accordance with NASSCO certification standards, to ensure damages to the system are prioritized for repair and rehabilitation. The inspection data results will be utilized to prioritize repairs required throughout the City's wastewater system based on the risk of failure, deficiencies, and high contributors to inflow and infiltration. This program is a requirement per Senate Bill 1208					
CIP	2,000,000	-	-	750,000	-
Wastewater Transmission System Improvements					
This program provides as-needed and scheduled repairs, replacement, and upgrades of the City's force main pipes and related appurtenances. The City has identified several sanitary sewer force mains that need additional air-release valves (ARVs). These valves allow harmful sewer gasses to escape from the pipe, extending the lifespan of the pipes by reducing internal corrosion of the pipes. The goal of this program is to make repairs, and install additional ARVs at strategic locations on existing mains as determined in the FY23 Air Release Valve inspection report. The 2023 wastewater asset management plan recommended \$50,000 in FY 23 and \$100,000 in FY 24 for ARV replacements.					
CIP	150,000	-	-	-	50,000
Total 401.5350.565000 Capital Improvements	5,900,000	15,675,000	15,525,000	1,475,000	800,000
401.5350.563001 Pump Stations					
Pump & Lift Station Assessment					
The 2023 wastewater asset management plan recommended that the City complete a Pump and Lift Station Assessment every 15 years starting in 2027 to identify any pump station and lift station infrastructure requiring rehabilitation or replacement.					
CIP	-	100,000	-	-	-

Capital Improvement Plan - Multi-Year

	FY 2026 BUDGET	FY 2027 PLAN	FY 2028 PLAN	FY 2029 PLAN	FY 2030 PLAN
Pump & Lift Station Rehabilitations					
Hurricane storm damage repairs to Pump Stations 2 and 3, Lift Stations 4 through 21, and 35. Additional mitigation measures to critical Lift Stations 4, 7, and 10 to include elevated controls and a backup generator. Design FY 25, construction FY 26.					
CIP	3,160,000	-	-	-	-
Pump Station 1 Rehabilitation					
Completion of rehabilitation project and storm damage repairs including cleaning existing valve vault including removal of debris, sand blasting, recoating of existing fittings, remove and replace existing ultrasonic flow meters including control panel and cleaning existing meter vault. Remove and replace existing odor control system including odor control biological media unit, blowers, scrubbers, odor control panel, nutrient feed pump, carbon filter, air piping, vinyl fence replacement, generator/fuel tank replacement and electrical I&C.					
CIP	6,250,000	-	-	-	-
Supervisory Control & Data Aquisition Conversion					
The SCADA systems play a crucial role in modern wastewater operations. These systems collect data from lift station equipment throughout the city. SCADA allows operators to monitor and control lift station operations remotely, improving efficiency and reducing costs. The City's current SCADA system is outdated and inadequate. This program provides for conversion to another manufacturer to improve operational efficiency.					
CIP	200,000	-	-	-	-
Total 401.5350.563001 Pump Stations	9,610,000	100,000	-	-	-
Total Wastewater	\$15,510,000	\$15,775,000	\$15,525,000	\$1,475,000	\$800,000

Capital Improvement Plan - Multi-Year

	FY 2026 BUDGET	FY 2027 PLAN	FY 2028 PLAN	FY 2029 PLAN	FY 2030 PLAN
Reclaimed Water					
402.5370.565001 Improvements					
Lateral Service Pipe Replacements					
This program provides for the emergency replacement of reclaimed water service laterals and the installation of clean-outs at the right-of-way boundary in response to observed leaks. The new replacements are a cost-effective alternative to repetitive repairs to aging infrastructure.					
CIP	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
Total 402.5370.565001 Improvements	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
402.5370.568001 Asset Management					
Pig Port Installation					
The reclaimed water system was installed in the early 1990's. A pig port is used for flushing the system. This project will inspect the system and provide for the design locations and installation of pig ports on the reclaimed water system for pipe cleaning and inspection purposes. Annual pigging (flushing) prevents pipe deterioration and the accumulation of debris and sediment in the reclaimed water system.					
Total 402.5370.568001 Asset Management	200,000	-	-	-	-
Total Reclaimed Water	\$700,000	\$500,000	\$500,000	\$500,000	\$500,000

Capital Improvement Plan - Multi-Year

	FY 2026 BUDGET	FY 2027 PLAN	FY 2028 PLAN	FY 2029 PLAN	FY 2030 PLAN
Stormwater					
403.5380.565800 Local Flooding Mitigation					
45th Avenue Drainage Improvements					
Design improvements to the City's stormwater infrastructure including pipe, outfalls, and detention/retention basins, and water quality improvements. This project proposes a new stormwater pump station to service the area from Lido Dr to Plaza Way along Lido Dr and 45th Ave. Design to be incorporated into the Boca Ciega Area resiliency adaptation planned for FY 29.					
CIP	\$100,000	\$-	\$-	\$-	\$-
Don CeSar Outfall Improvements Phase 2					
This project installs new seawalls, baffle structures, and tidal check valves at three outfall locations in the Don CeSar Place neighborhood: W Debazan Ave & S Maritana Dr, S Debazan Ave & E Maritana Dr, and 3500 E Maritana Dr. These three outfalls are the last outfalls in this neighborhood in need of rehabilitation. Scope of work includes elevating City owned seawalls to 5' NAVD88, installing vaulted tidal check valves, and baffle structures.					
CIP	1,250,000	-	-	-	-
Pass-a-Grille Way Tide Check Valve Replacements					
During the road rehabilitation project in 2016/2017, tide check valves were installed in the stormwater outfall pipes. Over the years, they have not been maintained due to the difficulty of access and have been observed to be failing during high tides, resulting in water flowing up through the pipe system and flooding the streets and properties along PAGW. This project will retrofit the outfall pipes by installing a specially designed tide check maintenance vault. Proper maintenance combined with the existing baffle boxes to divert debris that can jam the valve flap open will reduce the incidence of failure. Installation is at the street ends of 22nd Ave, 27th Ave, 28th Ave, 29th Ave and 30th Ave.					
CIP	325,000	-	-	-	-
Total 403.5380.565800 Local Flooding Mitigation	1,675,000	-	-	-	-
403.5380.565003 Water Quality Improvement					
Belle Vista Baffle Structures					
This project installs new baffle structures at two outfall locations in the Belle Vista neighborhood: 41st Ave & Belle Vista Dr and E Belle Vista Dr & Belle Vista Dr. These stormwater systems at these two locations were recently reconstructed with Tidal Check Valves. These valves are frequently clogged with trash and landscape debris entering the storm system. The baffle structures will filter out any foreign material to increase the effectiveness of the tidal check valves. The valves will also be relocated away from the seawall face and into vaults to promote ease of maintenance and minimize an environment conducive to marine growth.					
CIP	400,000	-	-	-	-
Don CeSar Baffle Structures					
This project installs new baffle structures at five outfall locations in the Don CeSar Place neighborhood: Alhambra St & W Maritana Dr, Alfonso St & W Maritana Dr, 3107 W Maritana Dr, Don Jose St & S Maritana Dr, and 37th Ave & E Maritana Dr. These outfalls were recently reconstructed to an elevation of 5' NAVD88 with Tidal Check Valves. These valves are frequently clogged with trash and landscape debris entering the storm system. The baffle structures will filter out foreign material to increase the effectiveness of the tidal check valves. The valves will also be relocated away from the seawall face and into vaults to promote ease of maintenance and to minimize an environment conducive to marine growth. The city received a reimbursable grant of \$625,000 from FDEP.					
CIP	1,000,000	-	-	-	-
Total 403.5380.565003 Water Quality Improvement	1,400,000	-	-	-	-

Capital Improvement Plan - Multi-Year

	FY 2026 BUDGET	FY 2027 PLAN	FY 2028 PLAN	FY 2029 PLAN	FY 2030 PLAN
403.5380.565002 Conveyance Improvement					
Drainage Improvements					
Ongoing design, repairs, replacement, and improvements to the City's stormwater infrastructure, including pipes, outfalls, and detention/retention basins, and water quality improvements. This program also funds local stormwater flood reduction projects and Sea Level Rise mitigation and adaptation. City staff will pursue funding arrangements with SWFWMD and other agencies for financial assistance. Planned projects include Hermosita, FY 27; Vina Del Mar Blvd: FY28; 23rd & Sunset: FY29.					
CIP	-	1,100,000	800,000	500,000	-
Total 403.5380.565002 Conveyance Improvement	-	1,100,000	800,000	500,000	-
403.5380.566800 Asset Mgmt & Master Plan					
Stormwater Drainage Manual					
The City drafted a stormwater drainage manual in FY 23 that was never completed or adopted. This project will update the FY 23 draft and complete the manual. The manual shall include engineering design standards and specifications for public and private stormwater infrastructure improvements based on the level of service requirements and planning parameters from the FY 25- 26 Watershed Management Master Plan. This manual will be used to update the City's land development code.					
Stormwater System Cleaning & Inspection					
Due to Hurricane Helene, large amounts of debris were deposited into the stormwater system, necessitating a thorough cleaning. The City plans to issue requests for bids from qualified contractors to perform cleaning and CCTV inspection of the stormwater system. The primary goal of this initiative is to remove the debris accumulation caused by the hurricane. Additionally, the project aims to conduct a comprehensive inspection of pipes and structures in accordance with NASSCO certification standards. This will help prioritize any necessary repairs and rehabilitation of the system. The program will provide citywide services in FY 26 and will be systematic thereafter, ensuring that the entire stormwater system is cleaned at least once every five years.					
CIP	800,000	250,000	250,000	250,000	250,000
Total 403.5380.566800 Asset Mgmt & Master Plan	800,000	325,000	250,000	250,000	250,000
Total Stormwater	\$3,875,000	\$1,425,000	\$1,050,000	\$750,000	\$250,000

Capital Improvement Plan - Multi-Year

	FY 2026 BUDGET	FY 2027 PLAN	FY 2028 PLAN	FY 2029 PLAN	FY 2030 PLAN
Parking					
404.5450.563000 Improvements Other Than Buildings					
Parking Technology Enhancements					
An ongoing parking study will identify upgrading the upgraded parking management technologies including software, kiosks, message boards, and other solutions. These solutions will enhance parking and create efficiencies in operations.					
CIP	\$300,000	\$-	\$-	\$-	\$-
Total 404.5450.563000 Improvements Other Than Buildings	\$300,000	\$-	\$-	\$-	\$-
Total Parking	\$300,000	\$-	\$-	\$-	\$-

Capital Improvement Plan - Multi-Year

	FY 2026 BUDGET	FY 2027 PLAN	FY 2028 PLAN	FY 2029 PLAN	FY 2030 PLAN
Resiliency Fund					
102.5380.563000 Improvements Other Than Buildings					
Don CeSar & Boca Ciega Area Resiliency Adaptation					
The Water Threats Analysis and Mitigation Study recommends long-term infrastructure improvements in the Don CeSar, Belle Vista, Lido, and Boca Ciega Isle neighborhoods to address sea level rise and stormwater flooding risks. Key strategies include elevating seawall crests to 5' NAVD88, installing backflow preventers, reconstructing neighborhood streets, and implementing stormwater pumping systems. The plan is based on projected sea level rise of 0.95 feet by 2050 and aims to meet a 100-year/24-hour storm level of service. Each neighborhood will receive a tailored system of stormwater basins, perimeter protections, and drainage infrastructure, totaling \$124.9 million in estimated construction costs over 10 years. These projects are designed to protect homes and infrastructure, improve mobility, and enhance neighborhood resiliency over the next generation. Don CeSar area planned for FY 26-30, Lido FY 31, Belle Vista FY 32-34, Boca Ciega Isle FY 35.					
CIP	\$800,000	\$6,720,000	\$18,675,000	\$2,975,000	\$1,730,000
Northeast Region Resiliency Adaptation					
The Northeast Region Water Threats Analysis evaluates flood risks from rainfall, tidal events, and projected 2050 sea level rise across the area spanning from Punta Vista Drive to 73rd Avenue. Modeling indicates that up to 64% of roadway intersections may experience flooding under future conditions, particularly in low-lying neighborhoods and along Corey Avenue, Bay Street, and Gulf Boulevard. Recommended mitigation strategies include stormwater pump stations, drainage improvements, and elevation of vulnerable infrastructure. These improvements aim to protect critical assets, ensure roadway accessibility, and increase neighborhood resiliency. The total project is estimated at \$42,000,000 over 10 years with 7 phases. Punta Vista area FY 27, 55th Avenue FY 28, 59th Avenue FY 29, 64th Avenue FY 30, Gulf Winds Drive FY 31, Sunset Way FY 33, Upham Beach FY 35.					
CIP	-	6,000,000	6,000,000	6,000,000	6,000,000
Northwest Region Resiliency Adaptation					
The Northwest Region Water Threats Analysis identifies major flood vulnerabilities and recommends infrastructure improvements across four sub-basin clusters: 90th Ave & Gulf Blvd (FY 27-29), 82nd Ave & Boca Ciega (FY 30), 75th Ave & Sunset Way (FY 31-32), and 78th Ave & Boca Ciega Dr (FY 33-35). The study proposes upgrades to approximately 14,500 linear feet of seawalls, installation of 35 tidal check valves, and select living shorelines to protect against sea level rise and King Tides up to 5 ft. NAVD88. To address inland stormwater flooding during 100-year rain events, four high-capacity pump stations and 25,000+ linear feet of drainage piping are recommended to convey stormwater out of the low-lying basins. The conceptual total construction costs for these improvements are estimated at \$37.6 million over 10 years, depending on design criteria. These projects aim to preserve property, maintain access and mobility, and improve resiliency across the City's northwest community.					
CIP	-	3,300,000	-	-	3,300,000
Pass-a-Grille & Vina Del Mar Resiliency Adaptation					
The Pass-a-Grille and Vina Del Mar Water Threats Analysis recommends \$18.2 million in flood mitigation improvements over the next 10 years to protect against sea level rise and major storm events. Key strategies include raising 1.86 miles of seawall to 5' NAVD88, installing six tidal check valves, and constructing six stormwater pump stations to reduce tidal and rainfall-driven flooding. In Vina Del Mar, 2.4 miles of residential streets are recommended to be elevated to improve drainage and meet level-of-service targets. The plan consolidates stormwater outfalls to reduce costs and improve system efficiency. These improvements are designed to safeguard mobility, property, and critical infrastructure in both neighborhoods. Pass-a-Grille FY 28-33. Vina Del Mar FY 34-35.					
CIP	-	-	2,350,000	2,350,000	2,350,000
Watershed Management Master Plan					
This Watershed Management Master Plan (WMMP) will replace the City's existing Stormwater Master Plan and is a requirement in the City's proposed Comprehensive Plan amendment, which will identify resiliency measures to mitigate the impacts of sea level rise to the City. With some localized areas under elevation 2.0 feet (NAVD88), mean sea level projections over the next several decades would result in drastic impacts to quality of life within the community. The project also includes a private seawall elevation survey. City has applied for \$125,000 grant funding from the Florida Department of Emergency Management.					
CIP	125,000	-	-	-	-
Total 102.5380.563000 Improvements Other Than Buildings	925,000	16,020,000	27,025,000	11,325,000	13,380,000

Capital Improvement Plan - Multi-Year

	FY 2026 BUDGET	FY 2027 PLAN	FY 2028 PLAN	FY 2029 PLAN	FY 2030 PLAN
102.5410.565000 Capital Improvements					
Community Center Seawall Replacement					
Engineering, permitting, and construction services to replace the existing 970 linear feet of deteriorating seawalls at the Recreation Center and Horan Park. Replacement to include a resilient, sustainable shoreline solution that integrates flood protection, environmental enhancements, and public use elements. The project is cooperatively funded through the Florida Division of Emergency Management (FDEM) Hazard Mitigation Grant Program for design (\$113,070.90) and the Florida Department of Environmental Protection Resilient Florida Program for construction (\$750,000.00).					
CIP	3,250,000	-	-	-	-
Shoreline Protection Improvements					
The City owns 58 properties with artificial shoreline protection totaling approximately 8,589 linear feet. many of which have failed or are significantly degraded and no longer function properly. The Seawall Master Plan, completed in 2022, provides a prioritized schedule of repair and replacement locations. This program provides for the systematic replacement and/or upgrade of shoreline protection that has been determined to be below a satisfactory rating in its overall condition. New seawalls will be constructed at the new 5' above Mean Sea Level height requirement. Priority project locations include: 16th, 18th, 19th, 20th, 22nd, 27th, 28th, 30th Ave, S Debazan Ave, Belle Vista Mini Park, Boca Ciega Isle Mini Park, 50th, 55th, 59th, 77th, 78th, 79th, 83rd, 86th, 87th Ave, Egan Park FY 26 request includes improvements scheduled in asset management plan for FY 23, 24, and 25 that weren't budgeted/completed. Also includes FY 26 planned improvements					
CIP	1,545,000	185,000	1,370,000	125,000	125,000
Total 102.5410.565000 Capital Improvements	4,795,000	185,000	1,370,000	125,000	125,000
Total Resiliency Fund	\$5,720,000	\$16,205,000	\$28,395,000	\$11,450,000	\$13,505,000

Glossary:**A**

- **Ad Valorem Tax:** A property tax based on the assessed value of real estate or personal property. In St. Pete Beach, this is a primary revenue source for the General Fund
- **Appropriation:** Authorization by the City Commission to make expenditures and incur obligations for specific purposes.

B

- **Balanced Budget:** A budget in which revenues and other sources equal expenditures and other uses, as required by law
- **Building Fund:** A special fund for revenues and expenditures related to building permits, inspections, and code compliance

C

- **Capital Fund:** Accounts for debt service and capital outlay, closely aligned with the Capital Improvement Plan (CIP)
- **Capital Improvement Plan (CIP):** A multi-year plan for major capital expenditures, including infrastructure, facilities, and equipment
- **Commission:** The elected legislative body of the City of St. Pete Beach, responsible for policy, budget adoption, and oversight
- **Contingency Reserve Fund:** A reserve set aside for emergencies, typically 10% of General Fund expenditures
- **CPI (Consumer Price Index):** A measure of inflation used to adjust budgets and employee compensation

D

- **Debt Service:** Payments of principal and interest on borrowed funds (bonds, loans)
- **Department:** Organizational units within the city government, such as Finance, Public Services, Fire & EMS, etc.

E

- **Enterprise Fund:** A fund used for operations financed and operated similarly to private business (e.g., Wastewater, Parking, Stormwater, Reclaimed Water)
- **Expenditure:** The cost of goods delivered or services rendered, whether paid or unpaid

F

- **FBRC (Finance and Budget Review Committee):** An advisory committee that reviews and makes recommendations on the city's budget and financial policies
- **FEMA (Federal Emergency Management Agency):** Federal agency providing disaster recovery funds, especially after hurricanes
- **Fleet Fund:** A special revenue fund for planning and replacing city vehicles
- **Fund Balance:** The difference between assets and liabilities in a fund at a specific point in time

G

- **GAAP (Generally Accepted Accounting Principles):** Standard framework of guidelines for financial accounting
- **General Fund:** The main operating fund for the city, supporting essential services
- **GFOA (Government Finance Officers Association):** Professional association promoting best practices in public finance.
- **Grant:** Funds received from another government or organization for a specific purpose.
- **Intergovernmental Revenue:** Funds received from other governmental units (state, county, federal)

M

- **Millage Rate:** The rate used to calculate property taxes, expressed in mills per dollar of taxable value
- **Modified Accrual Basis:** An accounting method that recognizes revenues when they become available and measurable and expenditures when liabilities are incurred.
- **Multimodal Fund:** Fund for impact fees related to transportation improvements (bicycle, pedestrian, transit, auto).

N

- **Non-Departmental:** Expenditures not allocated to a specific department, often citywide costs

O

- **Operating Expenditure:** Day-to-day expenses for running city services (salaries, supplies, utilities)

P

- **Penny for Pinellas:** A 1% local option sales tax dedicated to capital projects

- **Proprietary Fund:** A fund type used for business-like activities, including enterprise and internal service funds

R

- **Resiliency Fund:** Fund established for long-term infrastructure planning related to sea level rise and climate adaptation
- **Revenue:** Income received by the city from taxes, fees, grants, and other sources

S

- **Special Revenue Fund:** A fund used to account for specific revenue sources that are restricted to particular purposes
- **Stormwater Fund:** Fund for managing, repairing, and maintaining the city's stormwater infrastructure

T

- **TRIM (Truth in Millage):** Florida law requiring transparency in property tax rate changes and public hearings
- **Transfers:** Movements of money between funds, often for administrative or capital purposes

U

- **User Fees:** Charges to users for specific services (e.g., utility bills, recreation programs)





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

Agenda Report

Agenda Title Name: Final 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 adopt Ordinance 2025-17.

Strategic Objective: Recovery, Resilience, and Sustainability

Date: September 22, 2025

Prepared By: Luke Curtis
Brandon Berry, Senior Planner

Through: Frances Robustelli, City Manager

Summary of Issue: This ordinance is intended to adopt a local building regulation 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.

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.

This amendment is brought forward under the understanding that the City will contemplate amendments to its Land Development Code proposed by the Florida Department of Emergency Management's consultant to align definitions and correct potential errors or inconsistencies. These amendments will be brought forward under separate ordinance cover.

Funding:

N/A

Attachments:

1. Ordinance 2025-17
2. Ord 2025-17 - Business Impact Statement

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 Petrilă, 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.

Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of Sec. 166.041(4), Fla. Stat. If one or more boxes are checked below under “Applicable Exemptions”, this indicates that the City of St. Pete Beach has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by Sec. 166.041(4), Fla. Stat. will be provided in the “Business Impact Estimate” section below. In addition, even if one or more exemptions are identified, the City of St. Pete Beach may nevertheless choose to provide information concerning the proposed ordinance in the “Business Impact Estimate” section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance’s title/reference:

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.

Business Impact Estimate:

The City of St. Pete Beach hereby publishes the following information:

- 1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

This Ordinance adds language to the City’s building regulations chapter of the Code of Ordinances to specify elevation and floodproofing (for non-residential) requirements for replacement of flood-damaged equipment. This standard applies only when such structures are not substantially damaged and therefore not required to be elevated above the floodplain. The purpose is to supersede the current Florida Building Code requirement that such replacement equipment be elevated above the floodplain even if the associated structure is not, requiring equipment elevation of several feet in some instances. This amendment would specify that the equipment must be instead elevated to the greater of four feet or the finished floor height of the building, or installed in a floodproofed enclosure to that height. The public purpose is to meet the current requirement’s intent of

preserving such equipment from recurring, low-level flooding when the associated building is not substantially improved and elevated, while allowing for swifter reoccupancy following restoration of the dwelling or business after storm events, promoting the public health and welfare.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

Staff does not anticipate there to be any additional direct compliance costs from this ordinance. The Florida Building Code already requires elevation of replacements of flood-damaged equipment above the floodplain. Property- and business-owners will still have options to elevate that distance if desired, but when the base flood elevation is higher than either four feet above grade or the finished floor height of the building, the property owner can choose to instead elevate to that lower height or secure the equipment in a floodproofed enclosure to that height.

(b) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:

There are no direct fees associated with this ordinance. Replacement of flood-damaged equipment requires a building permit, the cost for application of which is unchanged.

(c) An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:

There are no additional regulatory costs associated with this ordinance. Reviews currently and will continue to take place through the building permit application process.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance:

All businesses which sustained damage to exterior equipment from the recent hurricanes would be impacted by this ordinance.

4. Additional information the governing body determines may be useful (if any):

Not applicable.

Note: *The City's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions below shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Sec. 166.041(4), Fla. Stat., Sec. 166.0411, Fla. Stat., or any other relevant provision of law.*

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Sewer System Cleaning and Inspection Services

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and **ROWLAND (DE), LLC., dba ROWLAND, Inc.** (hereinafter "Contractor"). The City and Contractor together shall be referred to as the "parties."

WHEREAS, The City properly issued a Request for Bids, attached and incorporated hereto as Exhibit "B" and the City Commission authorized the selection of Contractor at its [Insert Date] public hearing.

WHEREAS, City desires to purchase from Contractor the services described in this Agreement.

WHEREAS, Contractor is in the business of providing the services described herein, and has submitted an appropriate proposal to the City to provide the same.

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Contractor.

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

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Standard Form Addendum. The attached Standard Form Addendum, which contains all the Florida Statutorily required provisions applicable to this Agreement, is attached hereto as Exhibit "A" and its provisions modify and supplement this Agreement.
3. Scope of Services. The Contractor must perform all work for the City required by the contract documents as set forth below:
 - a. Contractor will furnish all labor, materials, and equipment necessary as indicated in the Request for Bids (Exhibit "B") in the amount of \$2,152,044.00 (yearly not to exceeds amount of \$2,000,000.00).
 - b. Contractor must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor must comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor must at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
 - c. Contractor will provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

- d. Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.
 - e. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted. Last, Contractor warrants all material and workmanship for a minimum of (1) year from date of project completion and 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:

Rowland (DE), LLC., dba Rowland, Inc.
8250 Bryan Dairy Road, Suite 100
Largo, FL 33777

As to City:

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

With Copy To:

nleal@rowland-inc.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.

Rowland (DE), LLC., dba Rowland, Inc.

City of St. Pete Beach:

Signature: K. D. Rowland

Signature: _____

By: Kevin Rowland

By: Frances Robustelli

Its: President

Its: City Manager

Date: 9/3/2026

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:

K. D. Rowland

Print Name: KEVIN D. ROWLAND

Title: PRESIDENT

Company: ROWLAND (DE) LLC

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

Sewer System Cleaning and Inspection

**Proposals due on or before
8/27/2025 at 9:00 AM EST(Deadline)
City Hall, St. Pete Beach, FL**

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Event	Date	Time
Publication of Bid	07/23/2025	8:00 AM
Pre-Bid Meeting (MANDATORY)	07/30/2025	10:00 AM
Deadline for Question Submission	08/20/2025	10:00 AM
Bid Receiving Deadline	08/27/2025	9:00 AM
Bid Opening	08/27/2025	10:30 AM

II. CONTRACTOR'S PROPOSAL SUBMITTAL

The company that is submitting a proposal declares that it has extensive experience in **Sewer Cleaning and Inspection**.

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 **"Sewer Cleaning and Inspections"** 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 **Sewer Cleaning and Inspections**."

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:

Electronically only Via Bonfire and DemandStart Only.

BID FORM CITY OF ST.PETE BEACH WASTEWATER SYSTEM CCTV INSPECTION AND CLEANING					
ITEM	DESCRIPTION	EST. QTY.	U/M	BID PRICE PER UNIT (\$)	TOTAL BID PRICE (\$)
1 - PIPE CLEANING AND CCTV INSPECTION*					
1.1	6-INCH	1,800	LF		-
1.2	8-INCH	160,000	LF		-
1.2	10-INCH	8,200	LF		-
1.4	12-INCH	3,700	LF		-
1.5	15-INCH	3,200	LF		-
1.6	18-INCH	3,900	LF		-
1.7	21-INCH	7,200	LF		-
1.8	24-INCH	8,200	LF		-
TOTAL					-
2 - SPECIALTY CLEANING*					
2.1	6-INCH	180	LF		-
2.2	8-INCH	16,000	LF		-
2.3	10-INCH	820	LF		-
2.4	12-INCH	370	LF		-
2.5	15-INCH	320	LF		-
2.6	18-INCH	390	LF		-
2.7	21-INCH	720	LF		-
2.8	24-INCH	820	LF		-
TOTAL					-
3- MANHOLE INSPECTION*					
3.1	MANHOLE	852	EA		-
TOTAL					-
4 - BYPASS PUMPING*					
4.1	12-INCH AND LESS	270	DAY		-
4.2	15-INCH TO 21-INCH	80	DAY		-
4.3	24-INCH	30	DAY		-
TOTAL					-
BID TOTAL					-
BID ALTERNATE I (5 - LATERAL CLEANING AND INSPECTION*)					
5.1	6-INCH	7,852	EA		-
TOTAL					-
BID TOTAL INCLUDING ALTERNATIVE I					-
BID ALTERNATE II (6 - AI/ML BASED CONDITION PLATFORM)					
6.1	AI PLATFORM & LICENSING	1	LS		-
TOTAL					-
BID TOTAL INCLUDING ALTERNATIVE II					-
BID TOTAL INCLUDING ALTERNATIVES I & II					-
Note:*= Quantities shown are estimated and have not been verified. Estimated quantities for each item will vary depending on the discretion of the Owner and condition of each segment of pipe. Prior approval must be obtained before completing work for these tasks.					

IV. GENERAL CONTRACT TERMS

REQUEST FOR PROPOSALS

The City of St. Pete Beach is submitting this RFP for potential companies for Sewer Cleaning and Inspection Services throughout the City.

REQUEST FOR PROPOSAL SUMMARY

The Contractor shall furnish all labor, material, equipment, and incidentals necessary for the Wastewater System CCTV Inspection and Cleaning including, but not limited to, temporary bypass pumping, maintenance of traffic, hydraulic root cutting and cleaning, heavy cleaning, removal of attached grease, grinding protruding break-in service connections, and remote televising and recording of the sewer location and condition.

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 on 8/27/2025 (Deadline)**.

Clearly marked as: **"Sewer System Cleaning and Inspection Services"**

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 Mandatory pre-proposal meeting will be held on **07/30/2025 at 10:00 AM EST** via Zoom Video conference/Teleconference. Please contact the City's Procurement Manager (jtaylor@stpetebeach.org) for a meeting invitation and Zoom Meeting instructions. |

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 directly to jtaylor@stpetebeach.org Only) to the City Procurement Manager and shall be received no later than **10:00 AM EST on 08/20/2025**.

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 Contractor shall furnish all labor, material, equipment, and incidentals necessary for the Wastewater System CCTV Inspection and Cleaning including, but not limited to, temporary bypass pumping, maintenance of traffic, hydraulic root cutting and cleaning, heavy cleaning, removal of attached grease, grinding protruding break-in service connections, and remote televising and recording of the sewer location and condition.

The work shall also include furnishing all labor, material, and equipment necessary for site restoration, including but not limited to materials, power, light, heat, fuel, water, tools, appliances, equipment, supplies, shop drawings, working drawings, fill replacement, landscaping, irrigation, grading, pavement repair and replacement, and pavement striping. The Contractor is responsible for obtaining all required permits necessary for the work, including all applications and review fees, other than those permits which may have already been obtained. The Contractor shall perform and complete the work in a speedy and efficient manner consistent with safety of life and property and to the satisfaction of the City, and in strict accordance with the Contract Documents. The Contractor shall repair or restore all structures and property damaged or disturbed during performance of the work.

The cost of incidental work described in this General Section, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made.

The Contractor shall be solely responsible for the means and methods of construction and the adequacy of his workmanship, materials and equipment. **In addition, Vendor should provide updated GIS Inventory of Assets.**

As part of the comprehensive Wastewater System CCTV Inspection and Condition Assessment effort, the selected Contractor shall utilize or provide access to an **AI/ML-based sewer condition assessment platform** that complies with the most recent NASSCO PACP/LACP standards. This platform shall support automated data processing, risk-based recommendations, and long-term infrastructure planning.

A. Platform Capability and Data Processing Requirements:

The selected AI/ML platform must meet the following technical and operational requirements:

- **Data Upload and Processing:**
 - Upload of all raw inspection footage (video and metadata) to the AI-based condition analysis software platform.
 - Automated defect classification and tagging in accordance with NASSCO industry standards (PACP, MACP, and LACP codes).
 - Generation of segment-level **structural integrity ratings**, confidence scores for AI classifications, and defect severity rankings.
- **AI-Driven Repair Prioritization and Reporting:**
 - Generation of repair prioritization reports including:
 - Suggested maintenance and rehabilitation actions;
 - Segment-by-segment defect grades;
 - GIS-based condition mapping by zone or risk level.
 - Dashboard visualizations supporting infrastructure planning and budget prioritization.
- **QA/QC and Human Validation:**

- All AI-based outputs must be reviewed by a **certified NASSCO PACP inspector** to validate accuracy and recommend any overrides or adjustments.
- Platform must include a reviewer interface to support QA/QC, with audit logging of inspector modifications.
- **System Integrations:**
 - Must offer **native integration with Esri ArcGIS** for GIS-layer overlays and condition tracking.
 - Must support **integration capabilities with commercially available asset management systems.**

B. Subscription and Licensing Requirements:

To ensure affordability and long-term usability by the City, the chosen vendor platform must be licensed as follows:

1. **Annual Subscription Model** – Platform access must be available through a **fixed-cost annual subscription** suitable for a small to mid-sized municipality.
2. **Inclusive Pricing** – Subscription pricing shall include:
 - Unlimited or reasonably tiered inspection uploads;
 - Full use of the AI/ML condition analysis and reporting suite;
 - System access for both the Contractor and designated City personnel;
 - All software updates, maintenance, and Tier 1–2 technical support.
3. **No Proprietary Lock-In** – All inspection videos, defect codes, and output reports must be **exportable in standard PACP format**. There shall be no restrictions or additional fees for exporting or accessing data.

DETAILED SPECIFICATIONS

See Attached Technical Specifications

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.

EXAMINATION OF SITE

Proposer shall carefully examine project site and be familiar with the work required for the project, investigate all site conditions that may affect execution of work as detailed in the construction documents. Contact the City's 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 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.

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 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”)
- d. FEMA (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:

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 Brookes
City Attorney

Amber LaRowe
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: _____

Title: _____

Company: _____

ATTEST:

City of St. Pete Beach

City Clerk

Frances Robustelli, City Manager

EXHIBIT “B”

(Place Request for Bid behind this page)

EXHIBIT “C”

(Place Vendor’s Proposal Behind this Page)

EXHIBIT “D”
FEMA GRANT PROVISION

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: _____

Title: _____

[END OF EXHIBIT]

CONTRACT DOCUMENTS
TECHNICAL SPECIFICATIONS
FOR



CITY OF ST. PETE BEACH

PROJECT NAME:
Sewer System Cleaning and Inspection

PROJECT NUMBER:
148404109

DATE ISSUED:
June 2025

PROJECT OWNER:

City of St. Pete Beach
c/o Public Works Department
7581 Boca Ciega Dr
St. Pete Beach, Florida 33706
727-363-9254

PREPARED BY:

Kimley-Horn and Associates
200 Central Avenue, Suite 600
St. Petersburg, Florida 33701
727-498-2585
Registry No. 35106

SHELBY N. HUGHES, P.E.
License No. 86419

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1.01 LOCATION OF THE WORK SITE AND ACCESS

Access to the work sites shall be over streets, and walkways. Any damage to existing pavement surface and base or other surface improvements outside the Contract Pay Limits, attributable to the Contractor's activities, shall be restored to like-new condition by the Contractor at the Contractor's expense.

The Project will take place throughout the City of St. Pete Beach (City) on the City's wastewater system. The wastewater system consists of approximately 38 miles of gravity sewer pipe primarily consisting of 8-inch through 24-inch VCP, PVC, and CIP.

1.02 SCOPE OF WORK

The Contractor shall furnish all labor, material, equipment, and incidentals necessary for the Wastewater System CCTV Inspection and Cleaning including, but not limited to, temporary bypass pumping, maintenance of traffic, hydraulic root cutting and cleaning, heavy cleaning, removal of attached grease, grinding protruding break-in service connections, and remote televising and recording of the sewer location and condition.

The work shall also include furnishing all labor, material, and equipment necessary for site restoration, including but not limited to materials, power, light, heat, fuel, water, tools, appliances, equipment, supplies, shop drawings, working drawings, fill replacement, landscaping, irrigation, grading, pavement repair and replacement, and pavement striping. The Contractor is responsible for obtaining all required permits necessary for the work, including all applications and review fees, other than those permits which may have already been obtained. The Contractor shall perform and complete the work in a speedy and efficient manner consistent with safety of life and property and to the satisfaction of the City, and in strict accordance with the Contract Documents. The Contractor shall repair or restore all structures and property damaged or disturbed during performance of the work.

The cost of incidental work described in this General Section, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made.

The Contractor shall be solely responsible for the means and methods of construction and the adequacy of his workmanship, materials and equipment.

1.03 PROJECT SUMMARY

Cleaning of the wastewater gravity collection system is part of an emergency response as a result of Hurricane Helene where significant sand and sediment was deposited into the gravity system, requiring cleaning. The goal of the program is to return the existing sanitary system to pre-storm conditions by cleaning and removing sand, grit, and debris from the system as a result of Hurricane Helene.



1.04 CONTRACT DRAWINGS AND SPECIFICATIONS

Where the Contract Drawings and Specifications are not in agreement, the Contract Drawings shall govern. The Contractor shall furnish all labor, equipment, and materials to construct the Project and all miscellaneous and appurtenant work complete in place as specifically described and included under said each Contract Pay Item as shown, specified, or directed by the Engineer in accordance with the obvious or expressed intent of the Contract.

The Technical Specifications for the Project that reference FDOT-SSRBC (Florida Department of Transportation - Standard Specifications for Road and Bridge Construction) pertain to the most recent edition at the date of issuance of these Specifications.

1.04.01 COPIES FURNISHED TO CONTRACTOR

The Contractor shall furnish each of the subcontractors, manufacturers, and material men such copies of the Contract Documents as may be required for their work. Additional copies of the Contract Drawings and Specifications, when requested, may be furnished to the Contractor at cost of reproduction.

1.04.02 SUPPLEMENTARY DRAWINGS

When, in the opinion of the City, it becomes necessary to explain more fully the work to be done or to illustrate the work further or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared by the Engineer and the City and provided to the Contractor.

1.04.03 CONTRACTOR TO CHECK CONTRACT DRAWINGS AND DATA

The Contractor shall verify all dimensions, quantities and details shown on the Contract Drawings, Supplementary Drawings, Schedules, Specifications or other data received from the City or the Engineer and shall notify the City and Engineer of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction or improper operation resulting therefrom nor from rectifying such conditions at the Contractor's own expense. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract with approval by the City.

1.05 WORK ORDERS

Assets to be cleaned and CCTV inspected shall have a Work Orders issued on individual Work Order form(s) or a Worklist (tabular list of multiple Work Orders and associated assets in Excel/PDF format) and will establish the timeline for required commencement and completion of the Work. Work Orders or Worklist will be issued in City approved format and delivered either electronically or by hard copy to the Contractor.

Each individual Work Order form, or Work Order (spreadsheet row) in a Worklist, will contain the available pertinent information for the associated asset(s) such as Work Order number, the



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Sewer System Cleaning and Inspection

upstream and downstream manhole FID, pipe FID, lateral FID, nominal pipe diameter, approximate length of pipe, pipe material, and any other City comments describing requirements and specific directions for Work required.

Along with each individual Work Order form or Worklist, corresponding supplemental maps/drawings, which may consist of highlighted or notated Utility Atlas/GIS Map(s), will be issued to the Contractor showing the location of the assets, and any additional directions/requirements regarding the Work. The Contractor shall locate, uncover, and verify the manholes and access structures associated with each pipe segment to be inspected prior to commencing Work. The Map(s) issued represent the best practical information available regarding the location and layout of the existing utilities. The Contractor shall refer to them for general location of utilities with respect to property lines. The accuracy of the utility location information and dimensions are not guaranteed. The Contractor shall verify location and size of all existing utilities prior to starting the Work. Other Work Order formats may be used as determined by the City.

Work Orders for various tasks may require prioritization by the City or authorized city agent. The Contractor shall accomplish the Work in accordance with a given chronological sequence and amend the sequence of outstanding Work Orders as the City or authorized city agent deems necessary. The City or authorized city agent shall notify the Contractor in writing of any such changes and unless notified otherwise, the Contractor shall proceed with the Work in the order in which it was issued.

The City shall supply a list in writing of all authorized city agents if applicable.

The Contractor's superintendent or other City approved representative may attend monthly meetings with the City to discuss scheduling and sequencing of Work and receive prioritization of outstanding and future Work issued by the City to the Contractor. The day and time of month for these meetings shall be agreed to at the pre-construction meeting prior to the Contractor starting Work on the Project.

1.06 ESTIMATED QUANTITIES

The estimated quantities for the unit price Pay Items listed in the Proposal are to be considered as representative only and are to be used for the comparison of Bids and Pay Items and determining amounts for which the Bid and Construction Bonds shall be furnished. Even though the unit prices tendered by the Contractor are tendered for the scheduled quantities, the scheduled quantities of work to be performed and materials to be furnished may each be increased or decreased without in any way invalidating the Bid unit prices for those Pay Items. The City reserves the right to vary the estimated quantities or to delete the Work and the corresponding Contract Pay Items from the Contract. The Contractor will be compensated for Work actually performed as described in the Work Orders or authorized by the City, all in accordance with the unit prices or lump sum prices contained in the Proposal. The Bidder shall quote in the Proposal a unit price or lump sum price for which he will perform the Work for each of the Contract Pay Items.



1.07 CONTRACTOR RESPONSIBILITIES

Contractor shall provide an Account Manager, who will be readily available during normal business hours to administer the Agreement. Contractor is responsible for notifying the City with any changes in account manager or other Key Personnel. Account Manager's responsibilities shall include, but are not limited to, overseeing all aspects of implementation, servicing, reporting, and issue resolution.

Contractor shall have the facilities, capabilities, equipment, and staff to support services for the term of the Agreement and all equipment shall meet federal, state and local laws.

Contractor shall be responsible for ensuring that Contractor's staff follow all established safety regulations pertaining to the work to be performed per OSHA and/or City standards.

Contractor shall immediately remove any workers from performing services who have been deemed by the City as incompetent or disorderly.

1.08 CITY RESPONSIBILITIES

City shall provide a single point of contact (City Project Manager) to administer the Agreement.

City Representative shall assist with planning, strategy and objectives prior to performance of the Work, to include notifying the contractor when services are required, providing the location and address and providing access to the work site.

City Representative shall promptly respond to issues and inquiries so as not to hinder the progress, completion, or compensation for the Work.

City shall be responsible for the removal of dried debris after the dewatering process. Disposal fees shall be paid for by the City.

1.09 FIELD ENGINEERING

The Contractor shall establish and provide all vertical and horizontal control points for this Project including benchmarks. The Contractor shall provide the field layout surveying necessary to properly construct the work as indicated on the Contract Drawings.

All field layout surveying shall be performed under the supervision of a Professional Land Surveyor (Chapter 472, Florida Statutes). The Contractor shall submit the name and registration number of Surveyor as directed by the Engineer. The Engineer reserves the right to check all survey staking and to require adjustments or re-staking by the Contractor in the event that conflicts, or errors are detected.

1.10 SAFEGUARDING SURVEY MARKS



The Contractor shall safeguard all existing property monuments, benchmarks, and other survey marks adjacent to and within the Project limits and shall bear the cost of re-establishing them if disturbed or destroyed.

1.11 INSPECTION AUTHORITY

The City or Engineer has ultimate responsibility for contract administration and inspection for this Project. The City or Engineer may assign field inspection responsibilities to a Design Professional and/or City Inspector. Each step of construction is subject to review and acceptance by the City or Engineer prior to proceeding with a subsequent step.

During the progress of the Work and up to the date of final acceptance, the Contractor shall at all times afford representatives of the City, the County, the State, the Department of Environmental Protection, the Department of Transportation, the Department of Labor, or any other agency with jurisdiction, every reasonable, safe, and proper facility for observation of the work done or being done at the site, and also the manufacture or preparation of materials and equipment at the place of such manufacture or preparation.

The Project line of authority will be presented at the Preconstruction Conference.

1.12 PROJECT WORK HOURS/FIELD SUPERVISION

Normal work hours for the Project are Monday through Friday, 7:00 AM to 4:30 PM, excluding City designated holidays. Any work that needs to be completed outside of normal working hours must be coordinated with the City.

The Contractor shall designate and keep on site at all times during the Work, a competent resident Superintendent, employed by the Contractor. Such designation shall be made at the pre-construction meeting and shall include pertinent data as to address, phone numbers, etc. where said

Superintendent may be contacted at any time of the day or night.

The Superintendent shall not be replaced without written notice and approval by the City except under extraordinary circumstances. Upon approval by the City of such change, all pertinent data (as stated previously in this section) shall be given by the Contractor to the City regarding the replacement.

The Superintendent will be the Contractor's representative at the site and shall have the authority to act on behalf of the Contractor. All communications given to the Superintendent shall be as binding as if given to the Contractor.

1.13 PROJECT SCHEDULE

The Contractor shall commence Work on each Work Order within 10 consecutive calendar days after it is received by the Contractor (unless such time is extended in writing by the City). The Work shall be performed uninterrupted until completed. The Contractor shall be deemed to have



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accepted responsibility for completion of all Work Orders by the contract term listed in the Agreement or the expiration of funds, whichever comes first, unless the Contractor notifies the City in writing within 10 consecutive calendar days after any Work Order is received by the Contractor.

The contractor's weekly crew locations shall be provided to the City in a City approved electronic file format and method (email) ahead of the start of any Work.

A Work Order with various tasks may require prioritization by the City. The Contractor shall accomplish the Work in accordance with a given specified sequence, if included in the Work Order, and amend the sequence of outstanding tasks as the City deems necessary. The City shall notify the Contractor in writing of any such changes and unless notified otherwise, the Contractor shall proceed with the Work in the order in which it was issued.

The City may order the Contractor to proceed with the Work at a faster rate or to add additional crew(s) should a backlog of Work Orders develop.

If the Work does not progress at a satisfactory rate, is otherwise deemed unsatisfactory by the City, or is not completed within the approved timeframe, the City in its sole discretion reserves the right to terminate the Contract and re-advertise the Work at any time. No additional compensation beyond the unit prices bid for Work completed will be allowed the Contractor because of such termination.

If the City requests the Contractor to perform Work outside of normal working hours as defined during the pre-construction meeting, the inspection fee will be waived and the Contractor compensated as provided under the General Conditions article headed "Changes in the Work."

1.14 MATERIALS AND EQUIPMENT

All materials, appliances, and types of construction shall be in accordance with the Technical Specifications and shall, in no event, be less than that necessary to conform to the requirements of any applicable laws, ordinances, and codes.

All materials and equipment to be incorporated into the Work shall be new, unused, and correctly designed. They shall be of standard first grade quality, produced by expert workmen, and be intended for the use for which they are offered. Materials or equipment which, in the opinion of the Engineer, are inferior or of a lower grade than indicated, specified, or required, will not be accepted.

Projects funded by the State Revolving Fund must comply with the requirements of the American Iron and Steel Requirement unless otherwise specified in the Contract Documents and approved by the Engineer.

1.15 MANUFACTURER

The names of proposed manufacturers, manufacturers' representatives, suppliers, and dealers who are to furnish materials, equipment, or other fittings, shall be submitted by the Contractor to the Engineer for review and acceptance. Such acceptance must be obtained before Shop Drawings will be accepted for review. All transactions with the manufacturer and subcontractors shall be through the Contractor.



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Any two or more pieces of material or equipment of the same kind, type, or classification and being used for identical types of service, shall be made by the same manufacturer.

Projects funded by the State Revolving Fund must comply with the requirements of the American Iron and Steel Requirement unless otherwise specified in the Contract Documents and approved by the Engineer.

1.16 SAMPLES

The Contractor shall, when required, submit to the Engineer for review and acceptance, typical samples of material and appliances. The samples shall be properly identified by tags and shall be submitted sufficiently in advance of the time when they are to be incorporated into the Work so that rejections thereof will not cause delay. A letter of transmittal from the Contractor requesting approval shall accompany all such samples.

1.17 EQUIVALENT QUALITY

In the Contract Documents, whenever an article, material, apparatus, equipment, or process is called for by trade name or by name of a patentee, manufacturer, or dealer, or by reference to catalog of a manufacturer or dealer, it shall be understood as intending to mean and specify the article, material, apparatus, equipment, or process designated, or any equal thereto in quality, finish, design, efficiency, and durability, and equally serviceable for the purposes for which it is intended.

Whenever material or equipment is submitted for review as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether such material or equipment is equal to that specified shall be made by the Engineer.

Upon rejection of any material or equipment submitted as the equivalent of that specifically named in the Contract, the Contractor shall immediately proceed to furnish the designated material or equipment.

Neither the acceptance by the Engineer of alternate material or equipment as being equivalent to that specified, nor the furnishing of the material or equipment specified, shall in any way relieve the Contractor of responsibility for failure of the material or equipment, due to faulty design, material, or workmanship, to perform the functions required of them by the Contract Documents.

1.18 MATERIAL AND EQUIPMENT DELIVERY AND STORAGE

The Contractor shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the work to complete the work within the allotted time. The Contractor shall also coordinate deliveries to avoid delay in, or impediment of, the progress of the work of any related contractor. The Contractor shall provide space for storage of materials and equipment.



Pipe strung along roads and rights-of-way shall be placed in a manner that will not endanger or restrict pedestrian or vehicular traffic. Pipe strings shall not be allowed outside right-of-way limits.

1.19 SERVICE OF MANUFACTURER'S REPRESENTATIVE

The Contract amount shall include but is not limited to the cost of furnishing a competent and experienced representative of the equipment manufacturer who shall assist the Contractor, when required, to install, adjust, test, and place in operation the equipment in conformity with the Contract Documents. After the equipment is placed in operation, the representative shall make all adjustments and tests required by the Engineer to prove that the installed equipment is in proper and satisfactory operating condition. The representative shall instruct personnel as may be designated by the Engineer in the proper operation and maintenance of such equipment.

1.20 CONTAMINANTS CONTAINMENT/DISPOSITION

Prior to the installation of well points for dewatering, the Contractor shall visually inspect the work area for indications of existing ground water monitoring, wells, or metal caps at grade. The Contractor shall review the work area for monitoring wells or abandoned fuel tanks and shall notify the Engineer in writing if any of the above items exist.

During dewatering activities, contractor to test water for contaminants before discharge. If the water is odorous, contaminated, or discolored (excluding tannic acid or iron), the Contractor shall stop the dewatering activities and shall notify the Engineer in writing of such, and request direction.

When work activities encounter or expose any abnormal condition that may indicate the existence of a hazardous or toxic waste, work activities shall stop in the vicinity of the abnormal condition and the Contractor shall notify the Engineer immediately. The presence of tanks or barrels; discolored earth, metal, wood, or groundwater; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal, may be signs of hazardous or toxic wastes and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous or toxic waste into uncontaminated areas.

The Contractor's operations shall not resume until directed in writing by the Engineer.

Disposition of the hazardous or toxic waste will be made in accordance with the requirements and regulations of any City, County, State, or Federal agency having jurisdiction.

1.21 PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

The Contractor shall be responsible for prevention, control, and abatement of erosion, siltation, and water pollution resulting from construction of the Project until final acceptance of the Project.

The Contractor shall implement all appropriate turbidity management practices at the point of discharge into a storm sewer, gutter, or other conveyance to ensure that state water quality



standards are not violated at the point where the storm drain, gutter, or other conveyance discharges into a surface water.

All necessary provisions shall be taken to ensure compliance with the water quality standards of the State of Florida. Attention is called to Chapter 62-302, Florida Administrative Code, and in particular, the requirements that turbidity shall not exceed 29 NTUs above background level. Adequate silt containment procedures and equipment shall be used to control turbidity, at no additional cost to the City.

1.22 MAINTENANCE OF STORM DRAINAGE SYSTEM

The Contractor shall be responsible at all times to maintain the operation of existing stormwater facilities, or, when existing stormwater facilities are removed, to provide equivalent capacity alternate forms of stormwater removal adequate to prevent upstream flooding in excess of existing conditions. This responsibility shall include but is not limited to the installation of temporary connections, bypass pumping, or other temporary means necessary until the new drainage system is fully operational.

1.23 SPILL OR DISCHARGE OF WASTEWATER OR RECLAIMED WATER

The spill or discharge of any substance (e.g., wastewater, fully or partially treated reclaimed water, line or tank washwater, etc.) by Contractor or its employees, agents or subcontractors in violation of applicable laws ("Discharge") shall constitute a default of this Contract.

In the event of a Discharge, Contractor shall immediately:

- A. Report the Discharge to the City Representative and the City's Public Works Department (727-363- 9254)
- B. Control, contain, and stop the Discharge.

Within fifteen (15) days of a Discharge, the Contractor shall submit to the City a proposed corrective action plan for preventing future Discharges. Upon the City's acceptance of a corrective action plan, Contractor's compliance with such plan shall automatically become a term of the Contract. Contractor's failure to comply with the corrective action plan, or Contractor's failure to prepare a corrective action plan that is acceptable to the City, shall constitute a default of the Contract. Contractor's compliance with a corrective action plan shall not relieve Contractor of liability for damages as set forth below. In the event of a conflict between the Contract and the corrective action plan, the Contract shall prevail.

In addition to Contractor's indemnity obligations under the Contract that may arise in connection with a Discharge, Contractor agrees that the following damages will be readily ascertainable and that the appropriate remedy is the recovery of actual damages from Contractor. Such actual damages include: (i) damage to property (City and third-party) arising from a Discharge, (ii) fines imposed on the City by the Florida Department of Environmental Protection ("FDEP"), including fines imposed on the City pursuant to Consent Order OGC 16-1280 between the City and FDEP, and (iii) costs incurred by the City as a result of such Discharge, including costs imposed on the City pursuant to Consent Order OGC 16-1280 between the City and FDEP. In addition to those



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readily ascertainable damages set forth above, the Contractor acknowledges that the City will suffer other indirect damages (including reputational damages) due to a Discharge that are not readily ascertainable and agrees that the Contractor shall pay the aggregate amount of \$5,000 per Discharge to the City as agreed reasonable and proportionate liquidated damages, not as a penalty. The parties acknowledge that the recovery of liquidated damages and actual damages constitutes a combination of remedies rather than an impermissible election of remedies under Florida law.

The City shall deduct all damages owed by Contractor pursuant to this paragraph from amounts due to Contractor under the Contract. In the event that the amount owed to Contractor is less than the amount of damages Contractor is required to pay the City pursuant to this paragraph, Contractor shall remit the amount of such damages owed to the City pursuant to this paragraph within ten (10) days after receipt of an invoice from the City.

The obligations and liabilities of Contractor resulting from a Discharge as set forth in this paragraph shall not limit Contractor's other obligations and liabilities set forth in the Contract or under applicable laws."

1.24 SEQUENCE OF OPERATION

1.24.01 GENERAL

The Sequence of Work shall in general conform to the following order:

1. The City or authorized city agent will determine the Work required and will issue the Contractor Work Orders authorizing cleaning and CCTV inspection work.
2. Upon receipt of the Work Orders from the City or authorized city agent and prior to commencing work, the Contractor shall obtain any applicable permits, private property entrance authorizations and develop and submit for approval a schedule for the Work detailing plans for pump around pumping and traffic control. Those pipe segments that are adjacent to each other shall be scheduled for cleaning and CCTV inspection at similar times to minimize the mobilization effort, pump around set-ups, and traffic control where feasible.
3. Perform neighborhood notification not less than 7 days prior to commencement of Work in the rights-of-way.
4. Setup and maintain bypass pumping as needed in accordance with Section 16 "Bypass Pumping"
5. Perform pipe, lateral, and access structure cleaning and inspection in accordance with the requirements of the Technical Specification Section 20 – "CCTV Inspection and Pipe Cleaning".
6. Remove bypass pumping setup and restore site to pre-inspection conditions.

1.24.02 MISCELLANEOUS

Utility Companies may be present on the work site adjusting their facilities and installing new facilities. The Contractor's work shall be scheduled in such a manner as to minimize conflicts with various utility companies.



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The Contractor shall clean up the site for each phase of work in accordance with the Contract Documents and confine work and personnel to designated areas in accordance with the Specifications. Before proceeding to a subsequent phase of work, unless otherwise approved by the Engineer.

1.24.03 NO TIME EXTENSION

If the Engineer orders construction, or a phase of construction, to be stopped due to the Contractor's neglect to adhere to the Sequence of Operations as outlined herein, the Stop Work Order shall not constitute a basis for extension of time.

1.25 WORK IN STREETS AND HIGHWAYS

All work within streets and highways shall be subject to the regulations and requirements of the City of St. Pete Beach, FDOT, and all other agencies with jurisdiction of the streets and highways in the work limits.

Methods and materials of construction used in restoration within such streets and highways shall conform to the requirements, inspection, and acceptance of the duly authorized representatives of the appropriate agency having jurisdiction. Restoration Work shall include but not be limited to: removal and replacement of pavement, sidewalk, curb, and gutter; replacement of storm sewer facilities; excavation and backfilling; and storage of materials and equipment.

1.26 WORK ON PRIVATE PROPERTY AND USE OF PREMISES

The Contractor shall not trespass upon or in any way disturb private property without first obtaining written permission from the City to do so. In the event that, in the opinion of the Contractor, obtaining a temporary construction easement outside the limits of the right-of-way, of City-owned property, or of the easement(s) obtained by the City is necessary or desirable, it shall be the sole responsibility of the Contractor to obtain such easement from the owner of the property. If such easement is obtained by the Contractor, it shall contain provision to hold the City harmless from any operations of the Contractor within the easement limits. The Contractor shall not conduct construction operations on private property outside the limits of the right-of-way, of City-owned property, or of the easement(s) obtained by the City unless a copy of the Temporary Construction Easement Agreement is filed with the Engineer. It shall be the Contractor's responsibility to work equipment around poles, trees, or other obstructions and to do so at his own expense. The Contractor shall ensure all employees have a badge or visible identification during any time that they on the project site or within private property. This identification must be worn so that it is readily recognized and readable to the public.

Upon completion of work in easements, the Contractor shall, at no additional expense, restore the property, including all fences or other structures disturbed by his operations, to the full satisfaction of the City and shall obtain from the City a written release stating that restoration has been satisfactorily made. A copy of the completed written release shall be furnished to the City prior to payment. All items within the street right-of-way or sewer easement shall be removed, or removed and replaced, or restored as directed by the City.



1.27 PERMITS

Construction projects performed for the City will require licenses and permits in the same manner as private construction projects within the City.

The Contractor shall secure, at his expense, all licenses and permits, and shall comply with all applicable laws, regulations, and codes as required by the State of Florida and/or the City of St. Pete Beach whether performed by the Contractor or by others. The Contractor must be registered to complete such work within Pinellas County.

1.28 FIELD OFFICE AND APPURTENANT STRUCTURES

No field office or appurtenant structures by the Contractor, any subcontractor, or any material supplier, will be allowed on the Project site.

Space on City property or rights-of-way proposed to be used for storage and a field office for the Contractor shall be approved by the Engineer prior to installation providing such uses will not interfere in any manner with the construction of the work or the operation of existing facilities.

1.29 CONTRACTOR'S SIGN

No sign by the Contractor, any subcontractor, or any material supplier, will be allowed on the Project site.

1.30 MOBILIZATION

Mobilization shall include but is not limited to all preparatory work and operations necessary to begin the Project, including moving of personnel, equipment, traffic control, and all else necessary to commence work. The cost of bonds, insurance, shop drawings, and preconstruction expenses shall also be included.

If a separate Pay Item is included for mobilization, payment will be as specified for that Pay Item. If no Pay Item is included, costs for mobilization shall be included with the costs for the major Work items included in the Proposal.

1.31 WATER PURCHASE

Water used in connection with this Project must be coordinated with Pinellas County. Reclaimed water used in connection with this Project must be coordinated with the City.

1.32 TRAFFIC CONTROL

The Contractor shall provide required traffic controls under City observation. The Contractor shall notify the City's Project Manager a minimum of 2 working days prior to any construction affecting traffic flow. The Contractor shall be responsible for obtaining all permits required for the maintenance of traffic. A Maintenance of Traffic plan drawing shall be submitted for review by the



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Engineer prior to each lane closure or opening during construction. All traffic control devices must be in place prior to starting work. All traffic control devices utilized during construction shall be provided by the Contractor and meet the requirements set forth in the latest revision of U.S. Department of Transportation Federal Highway Administration's "Manual on Uniform Traffic Control Devices for Streets and Highways", the Florida State Department of Transportation's "Standard Plans for Road and Bridge Construction", and all applicable state and local requirements. The cost of traffic control devices shall not be paid separately but shall be included in the other prices/items in the contract. The cost of maintenance of traffic shall be incidental to the contract and not measured for payment.

Failure or refusal, on the part of the Contractor, to install, maintain and/or position traffic control devices promptly, fully, and in an acceptable manner, shall be sufficient cause for the City, after 24-hour notice, to perform the traffic control with its own organization, or to contract with any other individual, firm, or corporation to perform the required traffic control. All costs and expenses incurred thereby shall be charged against the defaulting Contractor, and the amount thereof deducted from any money due, or which may become due him, or shall be charged against the Contract Bond. Any Work performed as described by this paragraph, shall not relieve the Contractor in any way of his responsibility for the work performed by him.

The Contractor shall be responsible for maintaining local traffic at all times during all phases of this Project in a manner causing the least amount of inconvenience to abutting property owners. Work shall be performed so that vehicular traffic shall be maintained on with at least one 10-foot wide lane in each direction at all times. Temporary driveways, temporary roadways, or run around as may be necessary to provide vehicular access to and from the abutting properties shall be constructed, maintained, and subsequently removed by the Contractor as directed by the City. Temporary lanes shall be constructed with a minimum 1-inch thick asphaltic concrete surface over a 6-inch thick limerock base compacted to 98% of the maximum density in accordance with AASHTO T-180. The portion of the pavement not affected by the work shall be kept clear of all material and equipment. If at any time traffic has to be blocked (emergencies only), the Contractor shall notify the nearest fire, police departments and service departments.

Failure of the Contractor to comply with any of the above traffic control requirements may result in issuance of a stop work order until the violation is corrected. The Contractor shall hold harmless the Owner and all its representation from all suits, actions, of claims of any character brought on account of any injuries or damages sustained by any person or persons or property in the performance of this contract.

All maintenance of traffic in the FDOT right-of-way shall be in accordance with FDOT requirements.

1.33 TREE PROTECTION

Particular care shall be taken by the Contractor to protect trees during construction by erecting approved barricades to prevent unnecessary damage to trunk and roots during construction. Such barriers shall protect the area within the dripline.



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The Contractor shall prune all branches that interfere with construction in accordance with American Forestry Association Standards. Roots over 2-inch diameter shall be preserved wherever possible. If root pruning is required, roots shall be cut cleanly.

Temporary soil deposits, concrete block, concrete wash, or solvents shall not be placed within the dripline. The grade within the dripline shall be preserved. If adjacent grade is altered, protective measures such as those described in the Florida State Division of Forestry "Tree Protection Manual for Builders and Developers" shall be constructed to protect the tree(s) from deleterious effects of the grade change.

Where injury to branches is unavoidable, the branches shall be sawed off neatly at the trunk or main branch, and the cut area shall be painted with approved tree paint immediately.

1.34 TREE REMOVAL AND REPLACEMENT

The Contractor shall obtain any necessary tree removal permit, shall furnish and replace trees as required, and shall perform this work in a manner conforming to all applicable provisions of said regulations or permit.

The cost of tree removal and obtaining the tree removal permits shall be included in the cost of the appropriate associated Contract Pay Item under which the work is to be performed. The Contractor shall remove trees as required and approved by the Engineer whether or not said trees are shown on the Contract Drawings. Trees that must be removed, except for Australian pine, Brazilian pepper, punk, and other exempt species, shall be replaced as directed. Replacement trees shall be of native species at least 8-feet tall and at least 3-inch caliper diameter. Where damage to trees caused by Contractor results in the tree being damaged beyond saving, the Contractor, at no additional expense, shall remove the trees and make restitution to the City.

1.35 UTILITIES

Prior to construction, the Contractor shall familiarize himself with the location of all existing utilities and facilities within the Project Site. The Contractor must take the necessary precautions for the protection of any utility encountered on the Project or the restoration of any utility damaged during the work.

If excavation is required, The Contractor shall notify, at least 48 hours before breaking ground, all public or private service corporations having wire, poles, pipes, conduit, manholes, or other structures that may be affected by this operation, including all structures which are affected and not shown on these plans. Utility companies shall be contacted by calling the utility notification center "Sunshine 811" at 1-800-432-4770. Owners which are not members of the state's One Call service must be called directly. The City will furnish to the Contractor the available records of City utilities. The Contractor shall locate and mark all City utilities for his reference and for use by utility companies. The Contractor shall act as the City's agent for locating and marking City underground utilities within the Project limits, in accordance with the Florida Underground Facilities Damage Prevention and Safety Act (FS 556).



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In all cases where existing utility lines may be interfered with by the work, the Contractor shall give a minimum of 48 hours' notice (excluding Saturdays, Sundays, and legal holidays) to the owners of such utilities to permit them to relocate the lines prior to construction. Existing utilities have been shown on the Contract Drawings insofar as information is reasonably available. However, it will be the Contractor's responsibility to preserve all existing utilities whether shown on the Contract Drawings or not. All maintenance, repair, and replacement of existing utilities shall be in accordance with the rules and regulations of the various utility companies having jurisdiction. All existing storm sewers, driveway drains, surface drainpipes and other property, removed or damaged during construction shall be repaired and reconnected by the Contractor as directed by the City at no additional cost to the City.

1.36 NEIGHBORHOOD NOTIFICATION

Not less than 7 days prior to the commencement of Work in the rights-of-way, the Contractor shall notify all residents and businesses along the construction route with an approved printed door hanger notice indicating the scheduled date of construction, the type of work, and the Contractor's and Superintendent's name, address, and telephone number. The notice shall contain wording indicating that the property owners or businesses should remove from the rights-of-way any bush, flower, planting, landscaping materials, etc., that they wish to save. The door hanger text and a list of residents and businesses to which the notification has been delivered shall be compiled and submitted to the City prior to the Contractor commencing Work in a particular block. After such notification, any such item remaining in the rights-of-way and requiring removal shall be removed and disposed of by the Contractor. Restoration of such items will not be required of the Contractor, except for sodding of disturbed yard and parkway areas. However, the Contractor shall exercise reasonable caution in order to avoid damaging such items where possible.

1.37 SHOP, FIELD, AND LABORATORY TESTING

The Engineer may require testing by certified personnel of certain materials to be incorporated in the Work, such as: soils density, pavement, concrete pipe and appurtenances, and welds.

In the event any such testing is required by the Engineer; a detailed description will be found in these Technical Specifications concerned with the specific item of Work.

Where reference is made for design mixes, tests of materials, or work performed, or where in the opinion of the Engineer, tests are required to ascertain compliance with the Specifications, the Contractor shall have such tests made by an approved testing laboratory. No additional payment will be made for these tests.

1.38 SALVAGED MATERIALS

The Contractor shall not proceed with demolition of existing materials or equipment without review and acceptance from the Engineer for the method of disposal.

All materials which are not returned to the City yard shall be disposed in an approved disposal site. The Engineer may request confirmation of the site's approval for disposal of the specific materials.



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Salvaged materials shall be loaded on Contractor trucks and returned to the Public Services yard at 7581 Boca Ciega Drive, St. Pete Beach, Florida. The City will designate the specific location at the yard for placement of salvaged materials by the Contractor.

The following materials shall be removed and returned by the Contractor: pumps and pump rails, and all other materials as directed by the Engineer.

1.39 TIME OF PERFORMANCE, SCHEDULING, AND LIQUIDATED DAMAGES

- A. Upon award of the contract, the Contractor shall CCTV at least three (3) segments or 1,000 feet of pipe, and perform at least four (4) manhole inspections, submitting the data to the City to verify that the CCTV database is compatible with the City's PACP, MACP, and LACP Database, and the deliverables are acceptable to the City. The City shall verify acceptability of the deliverables within fifteen (15) business days of receipt. After the City verifies compatibility of the database, the City shall then issue to the Contractor a written "Notice to Proceed" including a date for commencement of work. The Contractor shall begin work on the date stated in the written "Notice To Proceed" (but no later than 10 calendar days after receipt) with an adequate force and sufficient resources to demonstrate due diligence in the performance of the contract.
- B. It is understood that the bidder may have other contracts with the City during the period of this contract. By bidding this work, the bidder is agreeing to provide an adequate number of crews in order to perform the work concurrently with due diligence and as specified in his approved schedule.

1.40 PRE-CONSTRUCTION MEETING

- A. Following award of the contract and before starting any work the Contractor, job superintendent/project manager, and crew leader shall meet with the Owner. The Contractor will be notified of the date, time, and place of the meeting.
- B. Attendance:
 - 1. Owner
 - 2. Owners Inspector
 - 3. Engineer
 - 4. Contractor's Representative
 - 5. Contractor's Superintendent
 - 6. Major Subcontractors
 - 7. Major Suppliers
 - 8. Others, as appropriate
- C. Agenda:

1. Distribution and discussion of:
 - a. List of Major Subcontractors and Suppliers.
 - b. Projected Construction Schedules.
2. Critical Work Sequencing.
3. Major Equipment Deliveries and Priorities.
4. Project Coordination.
 - a. Designation of Responsible Personnel.
5. Procedures and processing of:
 - a. Field decisions.
 - b. Requests for Information.
 - c. Submittals.
 - d. Deliverables
 - e. Change Orders.
 - f. Applications for Payment.
6. Procedures for maintaining Record Documents.
 - a. FID Nomenclature and record keeping
7. Use of Premises:
 - a. Office, Work and Storage Areas.
 - b. Owner's Requirements.
8. Construction Facilities, Controls and Construction Aids.
9. Procedures for Reporting Sanitary Sewer Overflows (SSOs).
10. Temporary Utilities.

1.41 SUBSTANTIAL COMPLETION

The applicable items below must be accomplished in order to achieve Substantial Completion:

1. Entire sewer system including access structures, pipelines, and laterals have been cleaned and CCTV inspected.
2. All inspection data has been provided in an approved format and accepted by the City.
3. Utilities are properly functioning and operating normally.
4. Contractor has met acceptance conditions of all permits.
5. Project is accessible for intended use and by normal traffic.

1.42 PAYMENT

The City will pay the Contractor the Contract Price as provided in the Contract.

The City will make partial payments monthly as the Work proceeds based on accepted CCTV inspections. Payment requests shall be signed and submitted by the Contractor to the City Representative or designee as assigned at the pre-construction meeting.



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The City will make payment to the Contractor not later than fifteen (15) business days after City approval of an of the Work performed by the Contractor. Partial payments will not be made more often than monthly.

It shall be the Contractor's responsibility at all times to monitor the total constructed quantities of all unit- priced Work and to promptly bring to the attention of the Engineer any Work which, if performed will approach, equal or exceed the total estimated quantity for the item(s) shown in the Purchase Order. Any Work performed by the Contractor in excess of the estimated quantity, without permission from the City or authorized city agent, may be done at the Contractor's expense.

If an improper payment request is submitted by the Contractor, the City shall notify the Contractor in writing and indicate the corrective action needed to make the payment request proper, within twenty (20) business days after receipt of the payment request by the City. Upon receipt of a corrected and proper request for payment, the City will make payment or notify the contractor in writing of corrective action needed, within ten (10) business days of receipt.

In the event this Article conflicts with the Local Government Prompt Payment Act, the provisions of such act shall control.

The City may, with prior notice to the Contractor, decline, reduce, or delay the processing of payment requests or, because of subsequently discovered evidence or subsequent observations, may nullify, delay or reduce the whole or any part of any payment previously issued, to such extent as may be necessary in the City's opinion to protect the City from loss because of one or more of the following conditions:

- A. Defective or damaged Work not being expediently remedied;
- B. Third party claims filed or evidence indicating probable filing of such claims;
- C. Written notice from the Surety that (i) its prior consent to the payment is revoked or (ii) that the City should withhold from the payment a specified amount (in addition to the regular retainage amount);
- D. Evidence that the Work cannot be completed for the unpaid balance of the Contract;
- E. Damage to the City or another contractor;
- F. Persistent failure to carry out the Work in accordance with the Contract;
- G. Persistent failure to comply with orders of the City;
- H. Failure of the Contractor to accelerate its Work to get back on schedule.

When the above condition(s) are removed, payment shall be made for amounts withheld because of them.

1.43 CLOSE-OUT PROCEDURES

- A. Progress Meetings: Project closeout will be completed in phases by Project. The

Owner will hold progress meetings at predetermined intervals, or as determined necessary by the Owner. Items covered in the meetings include the following.

1. Punch List: This list will detail all items requiring correction, repair, or improvements in order to be accepted. The Contractor will address these items within 7 calendar days or as specified by the Owner. Failure to complete punch list items will result in a stop work notice and delay of payment until completed to the satisfaction of the Owner.
2. Reports and Submittals: Final reports, post-tapes and other submittals previously described will be finalized and submitted.
3. Review of the status of pay estimates.
4. Issue project worksheets, as necessary.
5. Work scheduling issues.

1.44 PRE-QUALIFICATIONS

- A. The successful low bidder must have an onsite field supervisor with a minimum five (5) years of experience specializing in the cleaning and televising of sewers. A foreman for each crew performing cleaning and television inspection with a minimum of five years of experience specializing in that type of work may be substituted for the onsite field supervisor requirement. The Contractor shall provide the names, titles, phone numbers and addresses of a minimum of two references that can be used to verify this experience. The references must be contract managers or persons of authority over cleaning and televising work performed by the Contractor.
 1. The Contractor shall also provide 5 similar projects with cleaning and inspection equipment as proposed for this Project.
 2. The Contractor must have foreman or supervisors meeting all pre-qualifications for the duration of the contract.
- B. PACP, MACP, LACP Requirements
 1. Current NASSCO PACP, MACP, LACP certification of all CCTV operators, working on this Project will be required for all CCTV work.
 2. Database shall be an unmodified NASSCO-PACP (Current Version) Certified Access Database.
 3. CCTV Software shall be NASSCO-PACP (Current Version) certified.
 4. CCTV inspections (Video and Data Collected) will be conducted entirely in electronic format and uploaded to the consultant's online platform in NASSCO PACP/LACP Data Exchange Format (Version 7).
- C. Asset Management and Viewing Software must:
 1. Be provided to the City for use and enable the City to efficiently assess their wastewater collection system and to make decisions regarding its maintenance, rehabilitation, repair and replacement while documenting it.

2. Have a set of performance metrics and reports that are easily configurable to meet the requirements of the City.
3. Include the PACP coding and size of all sewer lines within the Project
4. Enable the City to prepare work orders, view inputted photographs and videos of the collection system and/or individual segments or components.
5. Provide a database inventory of the collection system that can be queried and capable of report preparation.
6. Allow full access to all tabular data while connected to, or disconnected from, the internet.
7. Software package must include costs for software upgrades, licensing fees, maintenance and support fees for up to three (3) years.

1.45 REQUEST FOR SUPPLEMENTARY INFORMATION

- A. It shall be the responsibility of the Contractor to make timely requests of the City for supplemental information, which should be furnished by City under the terms of this contract, and as required in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved to avoid delay.
- B. Each request shall be in writing and list the various items and the latest day by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after contract award and shall be as complete as possible at that time. The Contractor shall, if required, furnish promptly any assistance and information the City may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for all delays arising from failure to comply with this section.

1.46 PROPERTY DAMAGE

- A. The Contractor will be required to make repairs and/or clean the property immediately if there is any damage to private or public property caused by activities related to this contract.
- B. The Contractor shall immediately investigate any and all reports of sewage backing up into fixtures served by the sewer segment that is being cleaned or televised.

END OF SECTION



SECTION 2 - PAY ITEM DESCRIPTIONS

2.01 SCOPE

The scope of this section of the Contract Documents is to further define the items included in each Pay Item in the Bid Form section of the Contract Documents. Payment will be made based on the specified items included in the description in this section for each Pay Item.

All contract prices included in the Bid Form section will be full compensation for all shop drawings, working drawings, labor, materials, tools, equipment and incidentals necessary to complete the construction as shown on the Contract Drawings and/or as specified in the Contract Documents to be performed under this Contract. Actual quantities of each item bid on a unit price basis will be determined upon completion of the construction in the manner set up for each item in this section of the Specifications. Payment for all items listed in the Bid Form will constitute full compensation for all work shown and/or specified to be performed under this Contract.

2.02 ESTIMATED QUANTITIES

The quantities shown are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. The City does not assume any responsibility for the final quantities, nor shall the Contractor claim misunderstanding because of such estimate of quantities. Final payment will be made only for satisfactorily completed quantity of each item.

2.03 WORK OUTSIDE AUTHORIZED LIMITS

No payment will be made for work constructed outside the authorized limits of work.

2.04 MEASUREMENT STANDARDS

Unless otherwise specified for the particular items involved, all measurements of distance shall be taken horizontally or vertically.

2.05 AREA MEASUREMENTS

In the measurement of items to be paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the final dimensions measured along the surface of the completed work within the neat lines shown or designated.

2.06 LUMP SUM ITEMS

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum items. Lump sum contracts shall be complete, tested and fully operable prior to request for final payment. Contractor may be required to provide a break-down of the lump sum totals.

2.07 PAY ITEM DESCRIPTIONS

Separate payment will be made for the items of work described herein and listed on the Bid Form.



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Any related work not specifically listed but required for satisfactory completion of the work shall be considered to be included in the scope of the appropriate listed work items.

No separate payment will be made for the incidental items not included in the Pay Item descriptions. The cost to complete such work shall be included in the applicable Pay Item unit cost. Final payments shall not be requested by the Contractor or made by the City until as-built (record) drawings have been submitted and approved by the City. Incidental items include, but are not limited to:

1. Shop Drawings, Working Drawings.
2. Clearing, grubbing and grading except as hereinafter specified.
3. Trench excavation, including necessary pavement removal and rock removal, except as otherwise specified.
4. Dewatering and disposal of surplus water.
5. Structural fill, backfill, and grading.
6. Replacement of unpaved roadways, and shrubbery plots.
7. Foundation and borrow materials, except as hereinafter specified.
8. Testing and placing system in operation.
9. Any material and equipment required to be installed and utilized for the tests.
10. Pipe, structures, pavement replacement, driveways and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
11. Maintaining the existing quality of service during construction.
12. Appurtenant work as required for a complete and operable system.
13. Seeding and hydro mulching.
14. As-built Record Drawings, clean up, and miscellaneous work.
15. Maintenance of Traffic
16. Mobilization
17. Erosion and Sedimentation Control

PAY ITEM 1.1-1.8 – PIPE CLEANING AND CCTV INSPECTION

Payment for Pipe Cleaning and CCTV Inspection will be made per linear foot for the applicable pipe diameters listed in the Proposal, regardless of depth or overall length. Measurement will be from the upstream manhole to the downstream manhole centerlines. Payment shall include all materials, labor, equipment, and supplies necessary for; full segment CCTV inspection including any reverse setups where necessary dictated by field conditions; CCTV inspection data, video and log; normal cleaning which includes, but is not limited to the complete removal and disposal of all accumulated debris within the pipe including sludge, dirt, rocks, sand, rubble, and other materials and obstructions; restoration; and all other appurtenant work as specified. Payment also includes mobilization, demobilization, and customary traffic control.

PAY ITEM	DESCRIPTION	UNITS
1.1	6-INCH	LF
1.2	8-INCH	LF
1.3	10-INCH	LF
1.4	12-INCH	LF



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1.5	15-INCH	LF
1.6	18-INCH	LF
1.7	21-INCH	LF
1.8	24-INCH	LF

PAY ITEM 2.1-2.8 – SPECIALTY CLEANING

Payment for Specialty Cleaning will be made per linear foot for the applicable pipe diameters listed in the Proposal, regardless of depth or overall length. Measurement will be based on a minimum of 50 linear feet of pipe, or the actual length of the Specialty Cleaning performed, but not necessarily for the entire pipe segment length. Specialty Cleaning of only joints within a pipe segment, or portion thereof, shall count as 2.5 feet of equivalent pipe length (For Example: 400 feet of 8" pipe with 5 ft joints, clean all joints = 80 joints x 2.5 ft = 200 feet of specialty cleaning). Equivalent joint length shall not be counted in addition to the length of a pipe segment, or portion thereof, where continuous Specialty Cleaning has been performed. Payment shall include all materials, labor, equipment, and supplies necessary for Specialty Cleaning of pipe, and specifically includes, but is not limited to; the complete removal and disposal of all accumulated debris within the pipe including grease, roots, joint sealant, tuberculation, and other adherent deposits through the use of special equipment; restoration; and all other appurtenant work as specified. Specialty Cleaning is in addition to Normal Cleaning which is covered under Pay Items 1.1 through 1.8 depending on the nature of the work. Payment also includes mobilization, demobilization, and customary traffic control.

PAY ITEM	DESCRIPTION	UNITS
2.1	6-INCH	LF
2.2	8-INCH	LF
2.3	10-INCH	LF
2.4	12-INCH	LF
2.5	15-INCH	LF
2.6	18-INCH	LF
2.7	21-INCH	LF
2.8	24-INCH	LF

PAY ITEM 3 – MANHOLE INSPECTION

Payment for all work included in this Pay Item will be made at the applicable Contract unit price bid for the pre- and post-cleaning Level 1 inspection of each manhole inspected as listed on the Bid Form. Submittal shall include color CCTV footage exported electronically in a NASSCO MACP compliant format. Payment will be made for each manhole Level 1 inspected and will represent full compensation for all labor, material, disposal, testing, and equipment required to complete these Pay Items.

PAY ITEM 4.1-4.3 – BYPASS PUMPING

Payment for all work included in this Pay Item will be made at the applicable Contract unit price bid for all bypass pumping necessary to complete the cleaning and inspection of the sewer system as listed on the Bid Form. Payment will be made for each day bypass pumping occurs and will represent full compensation for all labor, material, disposal, testing, and equipment required to complete these Pay Items.



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PAY ITEM	DESCRIPTION	UNITS
4.1	12-INCH AND LESS	DAY
4.2	15-INCH TO 21-INCH	DAY
4.3	24-INCH	DAY

(BID ALTERNATE) PAY ITEM 5.1 – LATERAL CLEANING AND CCTV INSPECTION

Payment for Lateral Cleaning and CCTV Inspection will be made per each for the applicable lateral diameters listed in the Proposal, regardless of depth or overall length. Payment shall include all materials, labor, equipment, and supplies necessary for; full segment CCTV inspection including any reverse setups where necessary dictated by field conditions; CCTV inspection data, video and log; normal cleaning which includes, but is not limited to the complete removal and disposal of all accumulated debris within the lateral including sludge, dirt, rocks, sand, rubble, and other materials and obstructions; restoration; and all other appurtenant work as specified. Payment also includes mobilization, demobilization, and customary traffic control.

PAY ITEM	DESCRIPTION	UNITS
5.1	6-INCH	EA

END OF SECTION



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SECTION 3 - SUBMITTALS

3.01 GENERAL

When used in the Contract Documents, the term "Shop Drawings" shall be considered to mean Contractor's plans for material and equipment which become an integral part of the Project. These drawings shall be complete and detailed. Shop Drawings shall consist of fabrication, drawings, setting drawings, schedule drawings, manufacturer's scale drawings, wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, performance data, and test data shall be considered only as supportive to required Shop Drawings as defined above.

Data on materials and equipment shall include, without limitation, materials and equipment lists, catalog sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data. Submittal distribution will be by electronic submittal as coordinated during the Preconstruction Conference.

3.02 CONTRACTOR RESPONSIBILITIES

The Contractor shall submit to the City and Engineer for review and acceptance: working drawings, shop drawings, test reports and data on materials and equipment, and material samples (hereinafter in this section called samples) as are required for the proper control of work, including, but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.

Drawings and schedules shall be checked and coordinated with the work of all trades involved before they are submitted for review by the City and the Engineer and shall bear the Contractor's stamp of approval and original signature as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval and original signature shall be returned to the Contractor for resubmission.

If drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility of executing the work in accordance with the Contract, even though such drawings have been reviewed.

For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.

All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the City along with the required shop drawings. The installation list shall include at least five installations where identical equipment has been installed and have been in operation for a period of at least one (1) year.

No materials or equipment shall be ordered, fabricated or shipped or any work performed until the Engineer reviews and returns to the Contractor the submittals as acceptable according to the



submittal review codes in Section 3.04.

3.03 SUBMITTAL NUMBERING

When submitting shop drawings or samples, utilize a unique numbering system of the Contractors choice. Subsequent resubmittals of a revised submittal shall be denoted with a letter, A-Z, indicating the resubmission of the same drawing (i.e. A=2nd submission, B=3rd submission, C=4th submission, etc.).

An example of a submittal numbering would be as follows: Submittal No. 5A - HDPE Pipe 6.03

1. 5A is the second submission of the 5th shop drawing submitted for the project
2. HDPE Pipe is the subject of the submittal
3. 6.05 is the Specification Section for HDPE Pressure Pipe

3.04 SUBMITTAL REVIEW

Submittals shall be transmitted in sufficient time to allow the Engineer at least twenty (20) working days for review and processing. The review of shop drawings, data and samples will be for general conformance with the design concept and Contract Documents. An acceptance of a submittal shall be interpreted to mean that the Engineer has no specific objections to the submitted material, subject to conformance with the Contract Drawings and Specifications. This is not to be construed as permitting any departure from the Contract requirements, relieving the Contractor of responsibility for any errors, including details, dimensions, and materials, or approving departures from details furnished by the City, except as otherwise provided herein.

Submittals will be returned to the Contractor under one (1) of the following codes:

- A. "NO EXCEPTIONS TAKEN" is assigned when there are no notations or comments on the submittal. When returned under this code the Contractor may release the equipment and/or material for manufacture.
- B. "CORRECTIONS NOTED". This code is assigned when a confirmation of the notations and comments IS NOT required by the Contractor. The Contractor may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product.
- C. "REVISE AND RESUBMIT". This code is assigned when notations and comments are extensive enough to require a resubmittal of the package. The Contractor may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product. This resubmittal is to address all comments, omissions and non-conforming items that were noted. Resubmittal is to be received by the Engineer within 15 Calendar Days of the date of the Engineer's transmittal requiring the resubmittal.
- D. "REJECTED" is assigned when the submittal does not meet the intent of the Contract Documents. The Contractor must resubmit the entire package revised to bring the submittal into conformance. It may be necessary to resubmit using a different manufacturer/vendor to meet the Contract Documents.
- E. "Filed as Received" is assigned when the submittal is for informational purposes only. No review or comments will be provided by the Engineer.

END OF SECTION



SECTION 7 - SURFACE RESTORATION

7.01 GENERAL

The Work in this section includes restoring and maintaining pavements and pavement bases, curbing, sidewalks, driveways, and grass surfaces that are disturbed, damaged, or destroyed during the course of the Work under this Contract.

The quality of workmanship and materials used in the restoration shall produce a surface equal to or better than the condition before the Work began.

Prior to restoration, the Contractor shall saw cut and remove all existing pavement within 2 feet of the edge of the excavation, or within such widths as may be ordered by the Engineer.

Compaction of soil and base materials shall be tested using the AASHTO T 180 method.

Surface restoration workmanship and materials shall conform to the applicable sections of the FDOT-SSRBC.

All dirt areas disturbed shall be restored with sod, unless otherwise specified.

7.02 ROADWAY RESTORATION

Where the installation of pipe or structures occurs within an existing roadway, the limits of excavation shall be saw cut leaving a straight and square edge. The upper portion of the trench backfill shall be replaced with a compacted shell, crushed (reclaimed) concrete, or limerock base as shown on the Contract Drawings, and paved to match the surrounding surface. Replacement base material shall be the same as the existing base. Roadway restoration shall conform to the detail for shown in the Contract Drawings.

7.03 TEMPORARY PAVEMENT

Immediately upon completion of backfilling, the pavement surfaces damaged or destroyed shall be temporarily restored by placing a shell (FDOT-SSRBC Section 911), crushed (reclaimed) concrete (FDOT-SSRBC Section 204 applicable sections), or limerock (FDOT-SSRBC Section 911) base on the backfilled, compacted subgrade, and an adequate temporary asphaltic patch as shown or as approved by the Engineer. Shell crushed (reclaimed) concrete, or limerock shall be used as a base for all bituminous pavements.

Temporary work shall be maintained in a suitable and safe condition for traffic until the permanent pavement is laid or until final acceptance of the Work.

7.04 SHELL BASE

Shell base shall be constructed on the prepared subgrade to not less than 98 percent of maximum density, in accordance with the requirements of FDOT-SSRBC Section 200. The minimum compacted thickness of shell base shall conform to the detail shown on the Contract Drawings.



7.05 LIMEROCK BASE

Limerock base shall be constructed on the prepared subgrade to not less than 98 percent of maximum density, in accordance with the requirements of FDOT-SSRBC Section 911. The minimum compacted thickness of limerock base shall conform to the detail shown on the Contract Drawings.

7.06 CRUSHED (RECLAIMED) CONCRETE BASE

Crushed (reclaimed) concrete base shall be constructed on the prepared subgrade to not less than 98 percent of maximum density, in accordance with the requirements of FDOT-SSRBC Section 204. The minimum compacted thickness of crushed (reclaimed) concrete base shall conform to detail shown on the Contract Drawings.

The minimum limerock bearing ratio (LBR) value shall be 150.

7.07 ASPHALTIC CONCRETE PAVEMENT

A prime coat shall be applied to the prepared base in accordance with FDOT-SSRBC Section 300 prior to permanent asphaltic concrete pavement.

Unless specified elsewhere, all permanent asphaltic concrete pavement replacement shall be constructed in accordance with the requirements of FDOT-SSRBC Sections 320, 330, 334, and 337. Surface types and compacted thickness shall conform to the detail shown on the Contract Drawings.

7.08 BRICK PAVEMENT

Construction of brick pavement shall follow the details as shown on the Contract Drawings and City standard practice using City standard paving brick or red clay brick conforming to ASTM C 32, Grade SS with City standard dimensions.

Brick street abutting asphalt pavement shall have a minimum 6-inch-wide flush Type A Header Curb.

7.09 CURB AND GUTTER

All permanent restoration of street curb, or curb and gutter, shall be of the same type and thickness as the curb, or curb and gutter, which abuts. The grade of the restored curb, or curb and gutter, shall conform to the grade of the existing adjacent curb, or curb and gutter, so that positive drainage is maintained.

7.10 CONCRETE SIDEWALK

The restoration and construction of concrete sidewalks shall conform to applicable requirements of FDOT-SSRBC Section 522 and the Contract Drawings and shall be constructed where shown on the Contract Drawings and directed by the City. Sidewalk expansion joints with bituminous filler shall be installed at a maximum of 50-foot intervals on center and struck joints shall be spaced equidistant with walk width (joints wider than 6 feet shall be spaced as directed by the City). Where new construction is to be tied into existing facilities, the old material is to be removed back to the



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nearest construction joint, or sawcut to a straight line as directed by the City or Engineer. The soil under sidewalks and driveways shall be compacted to 98 percent of the maximum density.

New sidewalks shall be 4 inches thick. Concrete pour for walk construction shall be made only on dampened subgrade. A soft broom finish shall be given the walk surface as directed by the Engineer.

Sidewalks crossing driveways shall be constructed according to the Specifications for concrete driveways.

Curb ramps for physically handicapped shall be constructed at all locations where sidewalks cross the curb or where directed by the Engineer. Those existing sidewalks which are removed to accomplish associated work as a part of this Project shall be replaced with a curb ramp when the sidewalk crosses the curb. The cost of curb ramps shall be included in the appropriate proposal item for sidewalk restoration.

Where sidewalks are replaced, the replacement shall be the full width of the walk and the minimum length shall be 60 inches. Restoration of adjacent lawn is incidental to sidewalk replacement and no separate payment will be made therefore.

7.11 HEXAGON BLOCK SIDEWALK

The restoration and construction of hexagon block sidewalks shall conform to the details shown on the Contract Drawings and City standard practice using City standard hexagon blocks.

The soil under sidewalks and driveways shall be compacted to 98 percent of the maximum density. New hexagon block sidewalks shall be 2 inches thick.

Curb ramps for physically handicapped shall be constructed at all locations where sidewalks cross the curb, or where directed by the City or Engineer. Those existing sidewalks which are removed to accomplish associated work as a part of this Project shall be replaced with a curb ramp when the sidewalk crosses the curb. The cost of curb ramps shall be included in the appropriate Pay Item for sidewalk restoration.

Where sidewalks are replaced, the replacement shall be the full width of the walk. Restoration of adjacent grass is incidental to sidewalk replacement and no separate payment will be made therefore.

7.12 DRIVEWAY AND PARKING LOT

Except as otherwise specified, all permanent restoration of base and surface of driveways, parking aprons, and sidewalks shall match the materials, thicknesses, elevations, lines, and grades of the existing construction, all to the Engineer's satisfaction. Patching of Portland cement driveway areas will not be allowed between joints or dummy joints.

For areas where streets are to be paved, or where more than 50 percent of the driveway apron is disturbed, concrete or brick driveways shall be replaced in kind. All other driveways, including shell and dirt, shall be restored with an asphalt concrete surface from the street to the property line or front of sidewalk, as directed by the City or Engineer.



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All base compaction under driveways shall be to a minimum density of 98 percent of the maximum density.

7.13 DRIVEWAY - ASPHALT

Residential asphalt driveway restoration shall include 1-inch thick asphaltic concrete surface over 2 inches of compacted sand-asphalt hot mix base, or 5 inches of compacted limerock or shell base.

Commercial asphalt driveway restoration shall be constructed of 1-inch thick asphaltic concrete surface over 8 inches of limerock base compacted in 2 lifts.

7.14 DRIVEWAY - CONCRETE

The restoration and construction of concrete driveways shall conform to applicable requirements of FDOT-SSRBC Section 522 and the Contract Drawings and shall be constructed where shown on the Contract Drawings and directed by the City or Engineer.

Residential concrete driveway restoration shall be 5 inches thick and shall include placing a single layer of 6-inch by 6-inch wire mesh (WWF 6 x 6 - W1.4 x W1.4).

Commercial concrete driveways shall be 6 inches thick with a double layer of 6-inch by 6-inch wire mesh (WWF 6 x 6 - W1.4 x W1.4).

7.15 DRIVEWAY - PEAGRAVEL

Where less than 50 percent of the driveway apron is disturbed, pea gravel driveways shall be restored to match the existing driveway. Pea gravel driveway restoration shall include asphalt treated shell base 5 inches thick after compaction to a minimum density of 98 percent of the maximum.

7.16 DRIVEWAY - SHELL

Where less than 50 percent of the driveway apron is disturbed, shell driveways shall be restored to match the existing driveway. Shell driveway restoration shall be 5 inches thick after compaction to a minimum density of 98 percent.

7.17 GRASS

7.17.01 SODDING

Sod shall be planted as soon as practical after paving, pipeline, or other work has been completed. Sodding shall always be used over seeding.

All work and materials shall meet the applicable requirements FDOT-SSRBC Section 570 (Sodding).

Sodding shall be done as directed by the Engineer, using only material which, in the opinion of the Engineer, is healthy and free of weeds, and (unless specified otherwise by the Engineer) of the same variety predominating at time of removal. Sod may be St. Augustine, Bahia, or other varieties as selected by the Engineer.



Sod shall be planted within 72 hours of being cut. Only moist, green sod having a virile root system may be planted. Sod shall be cut into adjacent sod to provide a smooth surface, and "top dressed" where necessary. Sod shall be rolled or tamped after planting to provide a uniform and consistent grade.

7.17.02 GRASS MAINTENANCE

The Contractor shall properly water and otherwise maintain all seeded and sodded areas for a minimum of 60 consecutive calendar days after completion of sodding operations. After the 60 days, and upon receipt of written request from the Contractor, the Engineer will inspect the areas for acceptance by the City. Any area that is washed or eroded, fails to show a uniform stand of healthy, vigorous grassing, or does not appear to be otherwise developing satisfactorily, shall be re-sodded and maintained until suitable for acceptance by the Engineer.

In the event that the stand of grass is found to be contaminated by weeds or other undesirable growth, the Contractor will be required to effectively eliminate such undesirable growth at his own expense.

7.18 EXPANSION JOINT MATERIAL

Expansion joint material for concrete pavement surfaces, including sidewalks and driveways, shall be the bituminous strip type, 1/2-inch thick, and shall conform to applicable requirements of FDOT-SSRBC Section 932.

END OF SECTION



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SECTION 16 - SANITARY SEWER BYPASS PUMPING

16.01 SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment and incidentals required to maintain existing and anticipated flows within the affected portion of the collection system throughout the construction period.

16.02 PUBLIC IMPACTS

The contractor shall not create a public nuisance due to excessive noise or dust, nor impact the public with flooding of adjacent lands, discharge of raw sewage, or release of other potential hazards, nor shall he encroach on or limit access to adjacent lands. No extra charge may be made for increased costs to the contractor due to any of the above.

16.03 SUBMITTALS

The Contractor shall, within 30 days of the date of the Notice to Proceed, submit to the Project Manager a detailed Bypass Pumping Plan for each site by-pass pumping will be needed. The Bypass Pumping Plan shall address all measures and systems to prevent a sanitary sewer overflow (SSO) as defined by the EPA. The Plan shall include as a minimum:

- A. Working drawings and sketches showing work location, pump location, piping layout & routing. Show all proposed encroachment and access impacts on adjacent properties or facilities.
- B. Pump, control, alarm and pipe specifications or catalog cuts. Detailed sketch of controls and alarm system.
- C. Power requirements and details on methods to provide by-pass power or fueling.
- D. Calculation and determination of response times to prevent an SSO after a high-water alarm.
- E. Procedures to be taken in case of power, pump, or piping failures; including contact names and numbers for emergency notifications.
- F. Frequency and specific responsibility for monitoring pump operation, fuel levels, pump maintenance and entire length of piping.

16.04 EQUIPMENT

- A. Pumps:
 - 1. By-pass pumping system shall consist of at least a primary pump and a backup pump. Each pump shall have a minimum pumping capacity of 150% of the anticipated peak flows. When bypassing a pump station, 150% of the lift station capacity (G.P.M. & T.D.H) shall be provided.
 - 2. Pumps shall be low noise or sound attenuated. The noise level at any operating condition, in any direction, shall not exceed 70dBA at a distance of twenty-three (23) feet (7 meters) from the pump and/or power source.

- B. Controls:

The by-pass pump system shall be equipped with automatic controls and an alarm system. The



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automatic controls will automatically start the backup pump in the event of a high-water condition or failure of the primary pump. The alarm system will immediately notify the Contractor of a pump failure or high-water condition.

C. Pipe:

Pipe shall be of adequate size and capacity to match the pumps. Pipe type and materials will depend on the particulars of the site conditions and shall be detailed in the Bypass Pumping Plan. Contractor will provide all connections.

16.05 SITE CONDITIONS

Site conditions will vary by site. Contractor is responsible to determine and address requirements such as traffic control, excavation, connections & fittings, impacts on access to adjacent properties, routing and support of by-pass piping, etc., in the Bypass Pumping Plan.

16.06 ON-SITE MONITORING

- A. The Contractor shall have personnel experienced with the pumps and controls on site within the calculated response time to prevent an SSO after a high-water alarm.
- B. During by-pass operations, the Contractor shall have posted on site with the permit, a copy of the approved Plan and the name and 24-hour contact number of the primary response person, the job site superintendent, and the construction company owner.

16.07 OPERATIONS

- A. The Contractor is responsible for securing and providing power, fuel, site security, traffic control and all other supplies, materials and permits required for the by-pass pumping.
- B. Contractor shall demonstrate automatic pump switching and alarm system to the satisfaction of the City of St. Pete Beach, prior to beginning by-pass pumping.

Satisfactory demonstration shall be documented by the engineer's, PM's or the City's dated signature on the posted copy of the approved Bypass Pumping Plan.

16.08 DAMAGE RESTORATION & REMEDIATION

- A. The Contractor shall be responsible for any pre-pump notifications, all restoration of pre-pump conditions and any damage caused by by-pass operations.
- B. Should there be an SSO caused by or as a direct result of the by-pass pumping, the contractor is responsible for all immediate & long term response, notifications, clean up, mitigation, etc. Copies of all written response plans, notifications, documentation, mitigation plans, etc., shall be submitted to the City.

END OF SECTION



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SECTION 20 – CCTV INSPECTION AND PIPE CLEANING

20.01 SCOPE OF WORK

The essential portions of the proposed Work for the Project are summarized as follows:

The Contractor shall furnish all labor, material, equipment, and services necessary for cleaning of wastewater gravity collection system components to facilitate proper Closed Circuit Television (CCTV) video inspection in accordance with National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program and Lateral Assessment Certification Program (PACP/LACP) standards. The Work shall be completed at locations identified on the Work Orders issued by the City of St. Pete Beach and inside the service area, and shall include, but is not limited to: cleaning, removal, and disposal of all sand, rubble, deposits, and other accumulated debris in the pipe, manholes, and laterals; Closed Circuit Television (CCTV) video inspection; maintenance of traffic; bypass pump around and/or diversion of wastewater flows; project site cleanup and restoration; and all other incidentals as required and directed by the City to complete the Work.

The list of anticipated Work locations under the Initial Term of this Project is not inclusive and may change as the City's prioritization schedule changes; however, it may represent the areas where cleaning and CCTV inspections are anticipated to be assigned under this Project.

All City assets will be identified using the established facility identification code (FID) for all inspection reports, geographical exhibits, data sets, and asset management tasks. Assets may include, but not be limited to, manholes, clean outs, gravity mains, force mains, air release valves, and conflict structures. Asset FIDs will be provided to the Contractor prior to the start of the inspection. Failure to utilize the FID could result in additional inspection at the Contractor's expense.

20.02 CLEANING OF GRAVITY COLLECTION SYSTEMS

A. GENERAL

The Work in this section includes cleaning of wastewater gravity collection system components prior to inspection to permit proper Closed Circuit Television (CCTV) video inspection. Gravity collection system components shall be defined as access structures (including manholes, inlets, vaults, junctions, wet wells, and end of line cleanout), and gravity main pipe segments between two adjacent access structures.

The Contractor shall furnish all materials, labor, equipment, and services necessary for cleaning of wastewater collection systems including, but not limited to: traffic control, locating access structures, removal of roots and other materials that require the use of specialty equipment defined as specialty cleaning, disposal of waste and sediment, surface restoration, and cleanup of the Work site.

The Contractor is advised that this Contract requires work in active wastewater collection systems and shall follow all federal, state and local requirements for safety in confined spaces. The Contractor shall conform to all guidelines by the Occupational Safety and Health Administration (OSHA) Federal Regulations; 29 CFR Ch. XVII, Section 1910.146 Confined Space Entry.

B. SUBMITTALS

The Contractor shall submit the cleaning equipment product data to the City Representative in accordance with Specification Section 03 - "Submittals".

C. PRODUCTS

a) Cleaning Equipment

1. The collection systems shall be cleaned with industry standard truck-mounted high velocity hydro-cleaning equipment. No mechanical bucket machinery will be acceptable for the cleaning process. The equipment shall be provided with a minimum of 600 ft of one-inch ID high-pressure hose with a selection of high velocity nozzles, as required for the normal cleaning and specialty cleaning operations.
2. The equipment shall have a minimum usable water capacity of 1000 gal. The pumps shall be capable of delivering a minimum 60 gpm at 3000 psi. Pressure to the nozzle shall be regulated by a relief valve, adjustable from 0 to 1,500 psi minimum. The nozzles shall produce a scouring action from 15 to 45 degrees in all size pipes to be cleaned. The equipment shall carry its own 1,000 gal water tank capable of holding corrosive or caustic cleaning or sanitizing chemicals, engines and pumps, and a hydraulically-driven hose reel. The equipment shall also include a high velocity washing hose for ancillary cleaning of the walls and floor of manholes. The hose shall have an adjustable nozzle capable of producing flow from a fine spray to a solid stream. All controls shall be located so that the equipment can be operated above ground.
3. The Contractor shall provide equipment capable of removing all sand, dirt, rocks and other debris to allow unobstructed CCTV inspection of all internal pipe surfaces.
4. The Contractor shall certify that backup cleaning equipment, including machines, devices, tools, etc., is available and can be delivered to the site within 24 hours.
5. The Contractor shall provide specialty cleaning equipment capable of mechanically removing all attached, hardened and/ or cemented debris including, but not limited to, roots, grease, calcification, tuberculation, joint sealant, other hardened or tightly adherent deposits, etc. which cannot be removed by the use of industry standard high velocity hydro-cleaning equipment alone. Specialty equipment shall include, but is not limited to, a root saw, spring blade root cutter chuck or approved equal. The use of specialty cleaning equipment may be waived by the City Representative where the Contractor's personnel can enter the pipe and manual removal is acceptable.

D. EXECUTION

a) Cleaning

1. After determining the preliminary requirements and the feasibility of effective CCTV inspection, the Contractor shall thoroughly clean all required access structures and pipe segments as required to permit an unrestricted inspection by industry standard CCTV inspection equipment. Particular emphasis shall be afforded the removal of accumulated grease, roots, sand, rocks, bricks, sludge and other debris so that the CCTV inspection will clearly show all portions of the pipe being inspected.

2. Particular care should be taken to avoid flooding house connections during hydro-cleaning operations. Any blockages of building service connections resulting from the cleaning or other items of work shall be removed by cleaning of the building connection by the Contractor, at his own expense. Any damage caused by flooding of building service connections shall be corrected by the Contractor, at his own expense.
3. Acceptance of pipe segment cleaning shall be made upon the successful completion of the CCTV inspection and shall be defined as removing sufficient material to permit an unrestricted view of the pipe internal surfaces and to ensure an effective rehabilitation of the pipe segment, all to the satisfaction of the City Representative. If CCTV inspection shows the cleaning to be unsatisfactory, the Contractor shall be required to repeat the cleaning and CCTV inspection of the pipe segment at no additional cost to the City.
4. Except during drought conditions, water required for the cleaning will be provided by the City at locations to be specified by the City. The City shall furnish and install water meters at all points where water is drawn from the City's supply. The City will charge a fee for the water used. A backflow prevention device shall be used to prevent contamination of the potable water system. The Contractor is responsible for any damage resulting from improper operation of hydrants. Do not use or obstruct a fire hydrant when there is a fire in the area.
5. The Contractor shall not waste water from the public water supply because of improper connections or from hydrants left open.
6. The Contractor shall remove all bricks, rocks, debris, sludge, dirt, sand, grease, roots and other materials from the pipe segment ordered to be cleaned, and collect and remove the resulting debris from the downstream manhole of the pipe segment. Passing waste material between manholes, causing accumulations of sand, system stoppages, or damage to the pumping equipment shall not be permitted. When necessary, a dam trap or weir and screen shall be temporarily installed in the downstream manhole in such manner that debris and solids shall be trapped and retained for subsequent removal.
7. During hydro-cleaning, the Contractor shall restrict the flow level in the pipe to a maximum of 50 percent of the pipe diameter.
8. Waste and debris cleaned from the pipe segment shall be removed at the downstream manhole by pumps or other means. The discharge and drainage stream shall be returned downstream to the wastewater collection system for disposal. Under no circumstances shall wastewater or solids be dumped onto the ground surface, street, or into ditches, catch basins or storm drains. All solid and semi-solid debris resulting from the cleaning operations shall be removed from the site and properly disposed of. The contractor is responsible for transporting the debris and must properly dispose of excess water from the debris as required by disposal site.
9. Where access to manholes in easements and rights-of-way is required, the Contractor shall obtain permission from the homeowner for equipment access. Refer to the Technical Specification Section 01 – "General".
10. Barricades and warning signs shall be used in work areas and around open manholes. The Contractor shall furnish and maintain traffic controls and safety devices as required. Employ satisfactory precautions to protect the pipe and manholes from damage that might be inflicted by improper selection of the cleaning process or improper use of the equipment. Immediately notify City Representative if fresh soil, pieces of pipe, or other visible signs of potential problems occur during cleaning operation. When using hydraulically propelled devices, take precautions to ensure that the water pressure created does not cause damage or flooding to public or private property. Do not surcharge the wastewater beyond the elevation that could cause overflow of wastewater into area waterways or buildings, or onto the ground.

11. The Contractor shall clean upstream reaches of the system before the downstream reaches are cleaned. Hydro-cleaning equipment shall typically be inserted in the downstream manhole of the pipe segment, and the cleaning work shall proceed from upstream to downstream. Winching equipment used shall not damage the pipe or manholes.

b) Cleaning Classification

1. Normal Cleaning includes the removal of sludge, sand, silt, rocks, gravel and other loose and non-adhering debris regardless of the amount in an unlimited number of passes and requires a minimum of two passes with the high velocity hydro-cleaning equipment. The first pass shall be restricted to 800 psi at the nozzle head. The second and subsequent passes shall be at 1200 psi.
2. Specialty Cleaning includes Normal Cleaning criteria and also consists of removal of all attached, hardened and/ or cemented debris including, but not limited to, roots, grease, calcification, tuberculation, joint sealant, other hardened or tightly adherent deposits, etc. which cannot be removed by the use of industry standard high velocity hydro-cleaning equipment alone. Specialty Cleaning consists of an unlimited number of passes using specialty cleaning equipment (or other methods as approved by the City Representative) in conjunction with high velocity hydro-cleaning equipment. All pipes shall be restored to at least 95 percent of their nominal diameter. Joint sealant shall be removed to within $\frac{1}{4}$ inch of the pipe wall. Specialty Cleaning only for the removal of excessive joint sealant will generally not be required until just prior to lining of the pipe segment (if necessary), unless the joint sealant prevents the passage of the CCTV inspection equipment. Specialty Cleaning shall only be undertaken when specifically authorized by the City Representative.

c) Final Acceptance of Pipe Cleaning

Acceptance of pipe segment cleaning shall be made upon the successful review of the CCTV inspection by the City Representative. If the CCTV inspection shows the cleaning to be unsatisfactory, the Contractor shall be required to repeat the cleaning and CCTV inspection of the pipe segment until the cleaning is shown to be satisfactory. Such repeat cleaning and CCTV inspection shall be made at the Contractor's expense.

20.03 CLOSED CIRCUIT TELEVISION INSPECTION

A. GENERAL

The Work in this section includes Closed Circuit Television (CCTV) video inspection of wastewater collection system gravity main pipe segments between adjacent access structures (including manholes, inlets, vaults, junctions, wet wells, and end of line cleanout) and sewer laterals. CCTV inspection shall be defined as video inspection of the pipe interior after cleaning. CCTV inspection shall identify the location of service connections and pipe segment defects that may require rehabilitation.

The Contractor shall furnish all materials, labor, equipment, and services necessary for CCTV video inspection of wastewater collection system pipe including, but not limited to: traffic control, locating access structures, bypass pumping and/ or diversion, delivery of video inspection data, surface restoration, and cleanup of the Work site.

The Contractor is advised that this Contract requires work in active wastewater collection

systems and shall follow all federal, state and local requirements for safety in confined spaces. The Contractor shall conform to all guidelines by the Occupational Safety and Health Administration (OSHA) Federal Regulations; 29 CFR Ch. XVII, Section 1910.146 Confined Space Entry.

B. QUALIFICATIONS

CCTV inspections shall be in accordance with the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program and Lateral Assessment Certification Program (PACP/LACP) standards and performed by NASSCO PACP/LACP certified inspectors. The Contractor shall have experience in the CCTV inspection of vitrified clay pipe, concrete pipe, and other pipe materials typically found in wastewater collection systems.

C. SUBMITTALS

Submitted CCTV inspections become the property of the City. The Contractor shall maintain a master copy of all CCTV inspection data until final acceptance of the project. The CCTV inspection video shall not be edited. The Contractor shall submit the following to the City Representative in accordance with Specification 02 – “Submittals”.

1. A complete listing of the number of and each major equipment type, including product brand name and product manufacturer, to be employed by the Contractor/Subcontractor. All equipment manufacturer's operational guidelines for the equipment to be used.
2. All final video and data from CCTV inspection surveys where payment is being requested shall be furnished on a portable Universal Serial Bus (USB) hard drive along with PDF reports of inspection surveys and be exported in a NASSCO PACP/LACP Data Exchange Format geodatabase Version 7 (PACPv7.gdb).
3. Prior to the beginning of any work, a sample PACP/LACP/MACP database and video demonstrating compliance with the requirements above shall be submitted to the City Representative

D. PRODUCTS

a) Equipment

1. **CCTV Equipment:** Select and use CCTV equipment that shall produce a high quality color video.
2. **Pipe Inspection Camera:** Produce a video using a pan-and-tilt, radial viewing, pipe inspection camera that pans ± 275 degrees and rotates 360 degrees. Use a camera with an accurate footage counter, which displays on the monitor the exact distance of the camera from the centerline of the starting manhole. Use a camera with camera height adjustment so that the camera lens is always centered at one-half the inside diameter in the pipe being televised. Only self-propelled cameras shall be used to provide an unobstructed view of the pipe. Provide a lighting system that allows the features and condition of the pipe to be clearly seen. A reflector in front of the camera may be required to enhance lighting in dark or large diameter pipe. The camera shall be operative in 100 percent humidity conditions. The camera, television monitor and other components of the video system shall be capable of producing a minimum 700-line resolution colored video picture. Picture quality and definition shall be to the satisfaction of the

City Representative, if unsatisfactory, equipment shall be removed and no payment made for an unsatisfactory inspection.

3. **Video:** Video shall be recorded and exported to a digital online database (PACPV7.gdb) and on a portable USB hard drive, as required by the City Representative.
 - a. Only one pipe segment inspection shall be permitted in each video file. The Contractor shall not be permitted to start a portion of a televised segment on one video file and finish on another. Reverse inspections shall be included in the same video file or may be in a separate video file.
 - b. Data exported to the digital online database shall include at minimum the following information:
 - 1) Project Name, Work Order Number and Site Location
 - 2) Contractor's name
 - 3) Lift Station Basin
 - 4) Video Filenames
 - 5) Date Submitted
4. The Contractor shall provide with each video an up-to-date PACP/LACP compliant report that shall include the header data, pipe defects, service connections, and PACP/LACP Condition Grading System ratings for the structural and operational & maintenance defects.
5. The Contractor shall provide a detailed header at the beginning of each video file and log sheet. At a minimum the header shall include:
 - a. Project Name, Project Number and Site Location
 - b. Contractor's Name
 - c. Operator's Name and PACP & LACP Certification Number
 - d. Inspection Date
 - e. Lift Station Basin Number (if applicable)
 - f. Gravity Main FID
 - g. Upstream and Downstream manhole FID
 - h. Street Name and Number (Mainline Inspections Only)
 - i. Upstream and Downstream Rim to Pipe Invert Depth (Mainline Inspections Only)
 - j. Upstream and Downstream Grade to Pipe Invert Depth (Mainline Inspections Only)
 - k. Survey Direction (Upstream or Downstream)
 - l. Method of Flow Control (Not controlled, bypass, or plugging)
 - m. Pipe Shape and Size
 - n. Pipe Total Length
 - o. Pipe Surveyed Length
 - p. Pipe Joint Length
 - q. Pipe Material
 - r. Lateral service address
 - s. Lateral GIS Location Tag Value or ID
 - t. Lateral pipe use
 - u. Lateral size
 - v. Lateral material
 - w. All concurrent data as outlined above for any reverse set ups with linking identifier as determined the City or authorized city agent.
7. The Contractor shall superimpose a footage counter on the screen that runs continuously during the course of each video file.

E. EXECUTION

a) Televising

1. After completion of cleaning in accordance with the requirements of Technical Specification headed "Cleaning of Gravity Collection Systems", conduct CCTV inspection of the pipe segment to document the condition of the pipe segment and to locate existing service connections. The CCTV inspections shall be of sufficient quality to evaluate the condition of the pipe in accordance with NASSCO PACP/LACP standards, locate the service connections, and verify cleaning.
2. Perform CCTV inspection of pipe segments as follows:
 - a. Perform post-cleaning CCTV inspection immediately after pipe cleaning and before any pipe rehabilitation work. Verify that the pipe is clean.
 - b. Collect inspection video at each service connection for an extended period to better understand the flow from each service connection. The camera shall be positioned at each service connection for a sufficient duration to determine the nature of flow and condition of the connection (minimum of 15-seconds). If a service connection is in use, the Contractor shall pause the inspection until domestic flow has ceased. Any service connection inspection deemed unacceptable by the City Representative shall be re-televised by the Contractor at no additional cost to the City.
 - c. Videos shall pan beginning and ending manholes including pipe connection area to demonstrate that all debris has been removed. Camera operator shall slowly pan each service connection, significant defects, clamped joints, and pipe material transitions.
 - d. The accuracy of the measurements for location of defects, service connections, etc. cannot be stressed too strongly. Marking on cable, or the like, which would require interpolation for depth of manhole, shall not be allowed. The footage measurement device shall be accurate to one-tenth of a foot over the entire length of the pipe segment being inspected. Prior to recording the location of a defect, service connection, etc., slack in the cable of the CCTV inspection camera shall be taken up to assure the measuring device is designating proper footage. Accuracy of the measurement device shall be checked daily by use of a walking meter, roll-a-tape, or other suitable means.
 - e. Camera distortions, inadequate lighting, dirty lens, blurred/ hazy picture, or excessive debris, or excessive water depth shall be cause for rejection of the CCTV inspection for that pipe segment. Any pipe segment CCTV inspection deemed unacceptable by the City Representative shall be re-televised and a new video and report provided by the Contractor at no additional cost to the City. Payment for CCTV inspection and subsequent rehabilitation shall not be made until the City Representative approves the quality of the video and logs.
3. CCTV inspection video shall be continuous for a pipe segment between manholes. Do not leave gaps in the video of a segment between manholes and do not show a single segment on more than one video, unless specifically allowed by the City Representative.
4. Where access to manholes in easements and rights-of-way is required, the Contractor shall obtain permission from the homeowner for equipment access. Refer to Specification 01 – "General".
5. The Contractor shall notify the City Representative of locations or pipe segments with defect scores of 5 to allow for prompt repair or replacement of the defective pipe.
6. During an inspection, unknown laterals or those without provided FIDs, shall receive a temporary designation based on the property addresses in which the lateral was inspected. For a property address (e.g., 123 Main Street) the temporary lateral designation shall be 123MainStreet (SSL1). A 2nd lateral found on the same property will have lateral designation

123MainStreet (SSL2). A new inspection shall be started for each lateral segment. The City will assign a permanent number at a later date.

7. In the event an unknown manhole is discovered during an inspection, the unknown manhole between upstream MH0021 and downstream MH0022 shall receive a temporary designation of MHA0021. A 2nd manhole found between the above manholes would be designated as MHB0021. A new inspection shall be started for each pipe segment. The City will assign a permanent number at a later date.

b) Flow Control

1. Perform CCTV inspection of one pipe segment at a time. Adequately control the flow in the segment being televised. The Contractor shall use pipe plugs in the upstream manhole to control the depth of flow where feasible. Do not exceed the depth of flow as follows:

Pipe Diameter (Inches)	Depth of Flow (Percent of Pipe Diameter)
6 - 10	10
12 - 24	15
>24	20

2. If the wastewater flow depth exceeds the maximum allowable during the CCTV inspection of a pipe segment, reduce the flow depth to an acceptable level by performing the CCTV inspection during minimum flow hours, by "Bypass Pumping", by high-velocity jet nozzle or other acceptable dewatering means. Video made while floating the camera is not acceptable.

c) Passage of CCTV Camera

1. Do not propel the television camera through the pipe segment at a speed greater than 30 feet per minute and no slower than 15 feet per minute unless the inspection is stopped for service connection or defect viewing.
2. If the camera is unable to pass an obstruction during CCTV inspection of a pipe segment, televise the segment from the other direction (reverse setup) in order to obtain a complete CCTV inspection of the segment.
 - a. When the camera is proceeding in the opposite direction in order to survey on either side of an obstruction and a second obstruction is encountered away from the first obstruction, the inspection may be terminated and the Contractor shall be paid for the length of the pipe segment inspected.
 - b. The City Representative makes no guarantee that pipe segments specified for CCTV inspection are clear for the passage of the Contractor's cleaning and CCTV equipment. Select the appropriate equipment, tools, and methods for securing safe passage of the equipment. The Contractor shall be responsible for all costs associated with the retrieval of cleaning and CCTV inspection equipment that become stuck in the system. These costs include, but are not limited to, "Bypass Pumping" and any resultant restoration, all in accordance with City standards. The City reserves the right to remove the Contractor's stuck equipment from the system if the Contractor fails to do so in a timely manner. All costs incurred by the City to remove the Contractor's stuck equipment from the system shall be paid by the Contractor.
3. Report any variations between previous reported (existing data) conditions and the actual

conditions encountered to the City Representative.

4. Provide a full 360-degree view of pipe, joints, defects and service connections. Conduct CCTV inspection separately from cleaning operations in order to provide a clear view unobstructed by splashing or dripping.

d) CCTV Inspection Data Submission Requirements

1. The Contractor shall upload all data in NASSCO PACP/LACP/MACP format to the City provided Info360 Asset geodatabase. The Contractor will be provided a dedicated login with appropriate field access permissions, enabling them to upload inspection data and media directly into the system.
2. The Contractor shall upload three (3) draft inspection reports to the Info360 Asset geodatabase for review by City/Engineer. Upon review and approval of the geodatabase submission data the Contractor may submit inspection reports as the data is collected or at minimum on a monthly basis.
3. All CCTV inspections shall be performed referencing the City's correct wastewater asset FIDs and use City standard file naming conventions. The City Representative may provide the City's asset master list to the Contractor (where requested). The Contractor may not alter or edit the City's asset master list without prior approval from the City Representative. All CCTV inspections shall be created referencing the City's lift station basin as the drainage area. All asset names and format used shall match City FID within the City's asset master list or Plans. Where asset names on maps (which may reference older style name ids) conflict with asset names on Work Orders or Worklist, the Work Order or Worklist name shall govern.
4. The CCTV inspection video files shall be encoded using MPEG1 or MPEG2 standards, or other as approved by City in writing, and shall be capable of producing a minimum 700 line resolution color video picture, 30 frames per second, and bitrate of 1.5 megabit per second. Extraneous video coverage before and after the completion of the pipe segment CCTV inspection shall be edited out by the Contractor to minimize the size of the associated digital video file.
5. Once inspections are completed and data is reconciled, an additional database must be exported in the universally compatible format (PACPV7.gdb) and included in the final deliverable package.

e) Field Quality Control

1. Contractor shall not allow wastewater or solids to be released from the wastewater system onto streets or into ditches, catch basins, stormwater drains, stormwater manholes, etc.
2. Acceptance of pipe cleaning and rehabilitation work is contingent upon the successful completion of the CCTV inspection. If the CCTV inspection video is not acceptable or shows that debris, solids, sand, grease, or grit remains in the pipe, the CCTV inspection and/ or cleaning shall be considered unsatisfactory. The cleaning and CCTV inspection of the pipe segment shall be repeated at the Contractor's expense until it is satisfactory.

END OF SECTION



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SECTION 34 – NASSCO MANHOLE INSPECTION

34.01 GENERAL

- A. The Contractor shall perform visual inspections of the existing manholes and record any defect discovered. The visual inspection shall include surface photo, manhole cover and frame, chimney, walls, invert, and all appurtenances.
- B. The nature of the inspections shall be to verify the physical condition of the manhole and to provide a permanent record of the existing condition as it relates to dimensions, materials, obstructions, breakage, connections, and deterioration. Inspections may be performed by personnel entry or from the surface utilizing pole mounted camera equipment to visually inspect the chimney, cone, wall, bench, pipe seals and invert conditions, and conditions of connecting pipes.
- C. All City assets will be identified using the established facility identification code (FID) for all inspection reports, geographical exhibits, data sets and asset management tasks. Assets may include, but not be limited to, manholes, clean outs, gravity mains, force mains, air release valves, and conflict structures. Asset FIDs will be provided to the Contractor prior to the start of inspection. Failure to utilize the FID could result in additional inspection at the Contractors expense.

34.02 REQUIREMENTS

- A. The Contractor shall inspect the manhole surroundings and the manhole interior using visual means and a digital camera for documentation.
- B. All inspections shall be recorded.
- C. All inspection forms shall be scanned and submitted as .PDF files.
- D. All inspection data shall be entered into a NASSCO Manhole Assessment Certification Program (MACP) compliant geodatabase per Specification Section 20 "CCTV Inspection and Pipe Cleaning".
- E. The inspection photographs, report documents, and inspection database shall be in accordance with the specifications and NASSCO MACP.
- F. Contractor shall maintain a copy of all report materials. The Contractor shall provide comments as necessary to fully describe the existing condition of the manhole on the inspection forms.
- G. Contractor shall be responsible for modifications to equipment and/or inspection



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procedures to achieve City report requirements.

- H. No Work shall commence prior to approval of the submitted materials by the City. Once accepted, the report materials shall serve as a standard for the remaining work.

34.03 QUALITY ASSURANCE

- A. Use of PACP/MACP certified technicians to review/document defects in the office (post process) is acceptable.
- B. The CCTV Contractor must have an internal quality assurance/quality control (QA/QC) program in place and all inspection data shall be subjected to the procedures prior to submittal to the City. The City will perform QA/QC audits on submitted data.
- C. QA/QC shall be performed by NASSCO MACP and PACP certified personnel.

34.04 SHOP DRAWINGS AND SUBMITTALS

- A. Submittals shall be submitted to the City for review and acceptance prior to construction in accordance with Specification Section 03 - Submittals.
- B. The above deliverables shall be submitted to the City for approval.
- C. The manhole inspection reports and database shall be in accordance with the specifications and NASSCO MACP.

34.05 NOTIFICATION

The Contractor shall notify the City a minimum of 48-hours prior to performing any inspection work. The City may be present during part or all of the inspections. No payment will be made for inspections performed without proper schedule notification

34.06 EXECUTION

- A. The inspection crew shall mobilize to the site of the manhole inspection and immediately establish traffic control measures per City of St. Pete Beach and Florida Department of Transportation (FDOT) requirements as well as any measures required to protect pedestrians. The crew shall inspect each manhole and record required information.
- B. All manhole structures shall be located. Metal detectors shall be used to locate buried manholes. Once a buried manhole has been located, it shall be marked with paint and/or flagging, if necessary. All pertinent information available shall be recorded including area photo, address, etc. Contractor shall notify the City weekly with a list of those manholes that could not be fully inspected due to access issues.



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The City may arrange to have some or all these manholes exposed, or otherwise made accessible for full inspection. The City will notify Contractor of the status and may authorize re-inspection.

34.07 MANDATORY INSPECTION HEADER INFORMATION

Once the manhole is located, the following mandatory information shall be recorded on the inspection form. Note that the mandatory fields noted below are more inclusive than the MACP requirements. All available information shall be collected and recorded for those manholes that are buried, could not open, surcharged, etc.

1. Manhole Number (City of St. Pete Beach Asset Number)
2. Sheet number
3. Date
4. Time
5. Surveyor's Name
6. Certifications Number
7. Drainage area (tributary Pump Station Number)
8. Location (street number and name)
9. Downstream pipe length (feet)
10. Rim to grade (nearest 0.1 foot)
11. Pre-cleaning method (using approved MACP codes)
12. Location code (using approved MACP codes)
13. Manhole surface type (using approved MACP codes)
14. Potential for runoff (using approved MACP codes)
15. Access point type (using approved MACP codes)
16. Inspection status (using approved MACP codes)
17. Area photo image reference Internal photo image reference

34.08 MANHOLE COMPONENT OBSERVATIONS

The inspection crew shall complete all fields within the manhole component/observation section of the inspection form. The following information shall be collected:

1. Cover type (solid, vented, bolted)
2. Cover size (top surface diameter in inches)
3. Cover material
4. Number of vent holes
5. Cover/Frame fit (cover to frame fit, MACP codes)
6. Cover condition (MACP codes)
7. Cover insert type
8. Cover insert condition
9. Frame condition
10. Frame seal condition
11. Frame offset distance
12. Frame seal inflow

13. Wall material
14. Interior wall coating
15. Wall diameter
16. Bench present
17. Channel installed
18. Additional remarks relevant to the manhole

34.09 MANHOLE INTERIOR INSPECTION

The inspection crew shall determine the types of defects within the manhole, document each defect on the manhole form and take a photograph of each defect. The manhole chimney, cone, wall, bench, and channel shall be inspected for structural integrity, signs of I/I and the presence of roots. All documentation shall follow NASSCO MACP standards. Each defect will be documented on the inspection form with the following information:

1. Defect number
2. Component of manhole containing defect
3. Defect code (using approved MACP codes)
4. Image Reference (using City approved file naming structure)

34.10 CONNECTING PIPE DETAILS

Each pipe entering and exiting the manhole shall be photographed where possible and inspected to determine diameter, pipe material, debris levels, and rim to invert distance (to 0.1-feet). The pipe inspection will include the following information:

1. Pipe photo (using City approved file naming structure)
2. Pipe direction (incoming or outgoing)
3. Pipe clock positions (6:00 position = outgoing)
4. Pipe diameter
5. Pipe material (using PACP codes)
6. Rim to invert distance (measured to nearest 1/10th of a foot)
7. Pipe special condition (drops, force mains, etc. using approved MACP codes)
8. Debris depth
9. Connecting structure number; if manhole or cleanout, service line clock position, stub-out clock position, etc.
10. Pipe seal condition (using approved MACP codes)
11. Pipe seal roots (using approved MACP codes)
12. Observed pipe defects, obstructions, roots, etc. (using PACP codes)

34.11 MANHOLE SKETCH, MAP UPDATE, AND NOTES

The inspection crew shall complete the manhole plan view sketch noting all connecting pipes. Any special observations or notes may be added to the profile sketch on the field form. Influent and effluent lines in each manhole shall be compared to the existing map and corrections noted in the sketch section of the field form.

34.12 NOTIFICATION OF EMERGENCY CONDITIONS

Inspection crews shall immediately notify the City and/or on-site inspector of any defects posing imminent danger to the public (missing lids, covers broken during inspection, sink holes, etc.) and any observed pipe blockages or potential overflow conditions.

34.13 COMPLETION

Once the inspection is complete the field crew shall make certain the ring is clean and does not have any debris preventing a proper cover fit. The manhole lid shall be replaced, and any displaced items moved back into place.

A list of manholes that could not be fully inspected, along with the problem explanation, shall be forwarded to the City weekly throughout the inspection work. If the Contractor has completed accessible inspections, and the City authorizes, then Contractor may be required to re-mobilize at the same unit price and complete the requested inspections. All re-inspections will be at the same contracted unit price. Any map updates shall be consolidated and forwarded to the City with the submitted inspections.

34.14 PHOTOGRAPH REQUIREMENTS

A. During each inspection the following series of photographs shall be taken:

1. Photograph: During the inspection, a photograph shall be taken of the manhole cover showing location within the roadway, shoulder, or easement as appropriate. Photographs shall be taken of any indications of previous overflows such as watermarks and paper or other debris typical of sewer overflows. Surface photographs shall be oriented in the direction of the outgoing pipe to show the pipeline cover and easement condition. The area photographs should show the manhole visible in the foreground where possible. A minimum of 1 area photo is required.
2. Internal Photograph: Take a photograph of the manhole interior in plan view showing the general arrangement of the incoming and outgoing sewers, manhole walls, and other appurtenances. The internal condition photograph shall be oriented with the direction of the outgoing main line flow at the bottom of the photograph (6:00 position). A minimum of 1 internal photograph is required.
3. Manhole Defect Photographs: During manhole inspections digital photographs shall be taken of all defects. Photographs must clearly and accurately show each defect and correspond to defects and photo numbers logged on the manhole inspection form. A minimum of 1 photo for each observed defect is required.
4. Connecting Pipe Photographs: The camera should then be pointed into all incoming and outgoing pipes where possible to capture general conditions within the pipes. Any obvious blockages or defects should be noted using

PACP defect codes. A minimum of 1 photo of each incoming or outgoing pipe is required.

- B. During inspections manholes shall be free of steam, fog, water vapor, or other conditions that will impact the quality of photographs.
- C. All photographs shall adequately capture the manhole conditions and details of defects. Lighting and camera quality shall provide a clear, in-focus picture of the manhole interior, manhole defects, and manhole. The lighting shall provide uniform light free from shadows or hot spots.
- D. If larger than 640 x 480 resolution, then photo will be converted to 640 x 480. Photos less than 640 x 480 are not acceptable and converting upward to 640 x 480 is not acceptable. All photographs shall be resized to 640 x 480 resolution to minimize file size.
- E. The images shall be kept electronically, copied to a CD, DVD, or external hard drive. Photographs shall be named according to the photograph naming conventions included herein.
- F. All digital photographs shall be referenced on the manhole inspection form and electronic database.
- G. All digital photographs shall be renamed in accordance with a photo file naming convention. An example is shown below:
 - 1. Area Photo = Manhole ID, A, Photo Number, jpg
Example: 3965002A0001.jpg
Manhole: 39650002
A=Area Photo
Photo No.0001
 - 2. Internal Photo = Manhole ID, I, Photo Number, jpg
Example: 3965002I0001.jpg
Manhole: 3965002
I=Internal Photo
Photo No.0001
 - 3. Manhole Defect Photo = Manhole ID, M, Photo Number, jpg
Example: 3965002M0015
Manhole: 3965002
M=Manhole Defect Photo
Photo No. 0015
 - 4. Pipe Photo = Manhole ID, P, Photo Number, jpg
Example: 3965002P0002.jpg
Manhole: 3965002
P=Pipe Photo
Photo No. 0002

34.15 MANHOLE NUMBERING, FORMS, AND DEFECT CODES

The Contractor shall use the City manhole numbering system when performing the inspections for this Project. Manhole numbers will be provided by the City. Defect codes shall conform to those specified in the NASSCO MACP specification.

All City assets will be identified using the established facility identification code (FID) for all inspection reports, geographical exhibits, data sets and asset management tasks. Assets may include, but not be limited to, manholes, clean outs, gravity mains, force mains, air release valves, and conflict structures. Asset FIDs will be provided to the Contractor prior to the start of inspection. Failure to utilize the FID could result in additional inspection at the Contractors expense.

34.16 SITE RESTORATION

After inspecting manholes in an area, the work site shall be cleaned and restored to pre-Work conditions. If manhole is buried and exposed, then restore site by placing material back over exposed manhole. No re-sodding is anticipated or included in the pricing.

34.17 DELIVERABLES

The Contractor will be required to submit the following deliverables at the completion of inspection.

- A. During each inspection the following series of photographs shall be taken:
 - 1. Inspection session header information (see required fields above)
 - 2. Component observations
 - 3. Manhole inspection details including defects observed and photo image references
 - 4. Connecting pipe details
 - 5. Manhole plan view sketch
- B. Marked up field maps detailing map corrections and/or discrepancies noted during inspection.
- C. Inspection digital photograph in City approved format and resolution and assigned file names in accordance with the City standard during each inspection the following series of photographs shall be taken.
- D. All information and reports shall be exported to the electronic database described in technical specification Section 34.02.

END OF SECTION

EXHIBIT “C”

(Place Vendor’s Proposal Behind this Page)

II. CONTRACTOR'S PROPOSAL SUBMITTAL

The company that is submitting a proposal declares that it has extensive experience in **Sewer Cleaning and Inspection**.

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 "**Sewer Cleaning and Inspections**" 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 **Sewer Cleaning and Inspections**."

COMPANY: Rowland (DE) LLC

DATE: 8-22-25

ADDRESS: 8250 Bryan Dairy Rd. Ste. 100

PHONE: 888-768-6150

PROPOSER: *[Signature]*
(SIGNATURE)

NAME: Kevin Rowland - President
(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 22nd day of August, 2025, by Kevin D. Rowland, who is personally known to me or has produced _____ as identification.

(SEAL)

[Signature]
Notary Public – State of Florida



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

Carolyn J Hamm
Comm.: HH 595966
Expires: Jan. 14, 2029
Notary Public - State of Florida

SUBMIT PROPOSAL TO:

Electronically only Via Bonfire and DemandStart Only.

Prepared By:

Kimley»Horn

BID FORM CITY OF ST.PETE BEACH WASTEWATER SYSTEM CCTV INSPECTION AND CLEANING					
ITEM	DESCRIPTION	EST. QTY.	U/M	BID PRICE PER UNIT (\$)	TOTAL BID PRICE (\$)
1 - PIPE CLEANING AND CCTV INSPECTION*					
1.1	6-INCH	1,800	LF	\$3.15	\$5,670.00 -
1.2	8-INCH	160,000	LF	\$3.15	\$504,000.00 -
1.2	10-INCH	8,200	LF	\$3.15	\$25,830.00 -
1.4	12-INCH	3,700	LF	\$3.15	\$11,655.00 -
1.5	15-INCH	3,200	LF	\$3.15	\$10,080.00 -
1.6	18-INCH	3,900	LF	\$3.15	\$12,285.00 -
1.7	21-INCH	7,200	LF	\$3.15	\$22,680.00 -
1.8	24-INCH	8,200	LF	\$3.15	\$25,830.00 -
TOTAL					\$618,030.00 -
2 - SPECIALTY CLEANING*					
2.1	6-INCH	180	LF	\$2.00	\$360.00 -
2.2	8-INCH	16,000	LF	\$2.00	\$32,000.00 -
2.3	10-INCH	820	LF	\$2.00	\$1,640.00 -
2.4	12-INCH	370	LF	\$2.00	\$740.00 -
2.5	15-INCH	320	LF	\$2.00	\$640.00 -
2.6	18-INCH	390	LF	\$2.00	\$780.00 -
2.7	21-INCH	720	LF	\$2.00	\$1,440.00 -
2.8	24-INCH	820	LF	\$2.00	\$1,640.00 -
TOTAL					\$39,240.00 -
3- MANHOLE INSPECTION*					
3.1	MANHOLE	852	EA	\$100.00	\$85,200.00 -
TOTAL					\$85,200.00 -
4 - BYPASS PUMPING*					
4.1	12-INCH AND LESS	270	DAY	\$50.00	\$13,500.00 -
4.2	15-INCH TO 21-INCH	80	DAY	\$100.00	\$8,000.00 -
4.3	24-INCH	30	DAY	\$1000.00	\$30,000.00 -
TOTAL					\$51,500.00 -
BID TOTAL					\$793,970.00 -
BID ALTERNATE I (5 - LATERAL CLEANING AND INSPECTION*)					
5.1	6-INCH	7,852	EA	\$150.00	\$1,177,800.00 -
TOTAL					\$1,177,800.00 -
BID TOTAL INCLUDING ALTERNATIVE I					\$1,971,770.00 -
BID ALTERNATE II (6 - AI/ML BASED CONDITION PLATFORM)					
6.1	AI PLATFORM & LICENSING	1	LS	\$180,274.00	\$180,274.00 -
TOTAL					\$180,274.00 -
BID TOTAL INCLUDING ALTERNATIVE II					\$974,244.00 -
BID TOTAL INCLUDING ALTERNATIVES I & II					\$ 2,152,044.00 -
Note:*= Quantities shown are estimated and have not been verified. Estimated quantities for each item will vary depending on the discretion of the Owner and condition of each segment of pipe. Prior approval must be obtained before completing work for these tasks.					

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2024

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

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

PRODUCER McGriff Insurance Services 12485 28th Street N 3rd Floor St Petersburg, FL 33716 727-823-5551	CONTACT NAME: Theresa Cerf	
	PHONE (A/C, No, Ext): 727-823-5551	FAX (A/C, No): 888-632-8459
	E-MAIL ADDRESS: Theresa.Cerf@mcgriff.com	
INSURED AllClear Underground Solutions, LLC AllClear Acquisition, LLC Rowland (DE), LLC; 6855 102nd Avenue N Pinellas Park, FL 33782	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Great American Assurance Company	NAIC # 26344
	INSURER B: Travelers Property Casualty Co of Amer	25674
	INSURER C: Great American Insurance Co of NY	22136
	INSURER D: Westchester Surplus Lines Insurance	10172
	INSURER E: Great American Insurance Company	16691
	INSURER F: Lloyds of London - Hiscox Pro	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	GLP449438103	10/01/2024	10/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	CAP449438003	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$10000 ☐ OCCUR ☐ CLAIMS-MADE	X	X	CUP6S47102224NF	10/01/2024	10/01/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 Products \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WCE86581303	10/01/2024	10/01/2025	☒ 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
D	Pollution	X	X	G71152613006	10/01/2024	10/01/2025	\$2M Each/\$4M Agg \$2,500 Deductible
F	Professional			ANE545600024	06/19/2024	04/17/2025	\$1,000,000 / SIR \$15K

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

CERTIFICATE HOLDER

CANCELLATION

INFORMATIONAL PURPOSES ONLY

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

AUTHORIZED REPRESENTATIVE

Kyle Helms

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Everest Reinsurance Company
461 Fifth Avenue, 4th Floor
New York, NY 10017-6234



August 20, 2025

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

RE: Rowland (DE) LLC
PROJECT: The City of St. Pete Beach - Sewer System Cleaning and Inspection

PROJECT ESTIMATE: \$10,000.00

To whom it may concern:

Everest Reinsurance Company is currently the surety company for Rowland (DE), LLC. Everest Reinsurance Company is rated "A+" (Superior); XV (greater than or equal to \$2 Billion) by A.M. Best, holds a certificate of authority as an acceptable surety to the U.S Department of Treasury and is licensed to do business in all fifty states.

Rowland (DE), LLC currently has surety capacity for single project of \$25 Million with an aggregate capacity of \$60 Million; however, we are willing to consider any bonding needs they may have. Issuance of bonds is subject to application of Everest Reinsurance Company's usual and customary underwriting standards and risk selection criteria, including, but not limited to, contract terms, conditions, bond forms, and confirmation of complete project financing.

Alliant Insurance Services, Inc. is the surety broker for Rowland (DE), LLC. Alliant is located at 40 Stanford Drive, 2nd Floor, Farmington, CT 06032. The Account Executive at Alliant is Russell Canterbury. His direct telephone number is (860) 269-2151 or email at rcanterbury@alliant.com.

This letter does not constitute assumption of liability. The issuance of bonds is a matter solely between the Surety and Contractor. We assume no liability to you or any third party by the issuance of this letter.

Best regards,

Jessica L. Piccirillo

Jessica L. Piccirillo
Attorney-in-Fact





**POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

***Russell M. Canterbury, Jessica L. Piccirillo, Steven E. Susanin, Woodrow M. Baird, Diane Moraski, Victoria P. Lyons,
Kathleen M. Flanagan, Richard A. Leveroni***

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Nicole Chase, Assistant Secretary of Everest Reinsurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 20th day of August 2025.



By: Nicole Chase, Assistant Secretary

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: Kevin Rowland - President
(Print individual's name and title)

for: Rowland (DE) LLC
(Print name of entity submitting sworn statement)

at: 8250 Bryan Dairy Rd, Suite 100 Largo, FL 33777
(Business address)

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

59-0978899
(FEIN)

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

(SSN)

by the individual signing this sworn statement:

K. D. Rowland
(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 PINEELIAS

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of August, 2025, by Kevin D. Rowland, who is personally known to me or has produced _____ as identification.

(SEAL)

Carolyn J Hamm
Notary Public - State of Florida



Carolyn J Hamm
Comm.: HH 595966
Expires: Jan. 14, 2029
Notary Public - State of Florida

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

VII. NON-COLLUSION AFFADAVIT

STATE OF Florida
COUNTY OF Pinellas

I state that I Kevin Rowland - President of Rowland (DE) LLC.,
(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. Rowland (DE) LLC., 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: Rowland (DE) LLC.

Signed By: K. D. Rowland

Print Name: KEVIN D. ROWLAND

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of August, 2025, by Kevin D. Rowland, who is personally known to me or has produced _____ as identification.

(SEAL)

Carolyn J Hamm
Notary Public - State of Florida



Carolyn J Hamm
Comm.: HH 595966
Expires: Jan. 14, 2029
Notary Public - State of Florida

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

References & Minimum Qualifications

1. Professional References

Reference 1

Reference Name	John Schroeder
Organization	Hazen & Sawyer
Title/Position	Project Manager
Phone Number	813-630-4498
Email Address	Jschroeder@hazenandsawyer.com
Description of Work Performed (project type, services, dollar value)	Rowland Inc. has performed CCTV inspection and cleaning on approximately 800 sanitary sewer laterals and associated lines for the City of Clearwater, in direct support of the City's Annual Lateral Lining Contract. A portion of these laterals were located on Clearwater Beach, requiring specialized coordination and execution in a high-traffic, environmentally sensitive area.

Reference 2

Reference Name	Brian Jordan
Organization	PCS Civil
Title/Position	Project Manager
Phone Number	(727)-744-5792
Email Address	Brianj@pcscivilinc.com
Description of Work Performed (project type, services, dollar value)	Rowland has completed many jobs for PCS Civil including the CCTV and cleaning of sanitary sewer pipes at community development called Victoria Lakes. This consisted in the cleaning of 25,000+LF of 8" sanitary sewer and the cleaning of 200+ services laterals totaling \$130,000.00. Since then, other segments of cleaning and CCTV have been added to the scope of work to include storm sewer cleaning/cctv, spot repairs, and sag removals totaling \$400,000+ in additional work.

Reference 3

Reference Name	Darian Mohamed
Organization	A&M Civil
Title/Position	Project Manager
Phone Number	863-738-4803
Email Address	Darianm@AMcivilflorida.com

Description of Work Performed (project type, services, dollar value)	Rowland has performed CCTV and cleaning services on over 25,000+ LF of sanitary and storm sewer pipes at multiple A&M civil jobs sites throughout the Tampa Bay area totaling \$350,000.00 worth of work this year. Scope of work has also included the use of a mandrel, and the laser profiling of pipes.
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Reference 4

Reference Name	Joseph Cvach
Organization	RCA
Title/Position	Project Manager
Phone Number	727-315-3343
Email Address	Jcvach@associagulfcoast.com
Description of Work Performed (project type, services, dollar value)	Rowland provided CCTV and Cleaning services for 18,000+ LF of sanitary sewer at a mobile home park called Westwind 1. Post the initial services, they added internal spot repairs to be done by our CCTV/Cleaning crews which brought the project value to over \$200,000.00

2. Firm History & Capabilities

Briefly describe the history and capabilities of your firm:

Founded in 1983, Rowland Inc. has a long-standing reputation for excellence in open-cut utility repair and manhole rehabilitation across the greater Tampa Bay area, including contracts with the City of St. Pete Beach.

In 2023, Rowland expanded into CCTV inspection and pipeline cleaning, and between January–August 2025 completed more than twice the volume of work compared to its first year. We have successfully delivered projects throughout Florida and are currently assisting on a project in Georgia.

Today, Rowland Inc. serves as a comprehensive utility partner, offering open-cut repairs, manhole rehabilitation, CCTV inspection and cleaning, and trenchless CIPP rehabilitation to municipalities across the region.

3. Project Experience

Describe the types of projects or services the firm performs/has performed, including the dollar value of each. Provide information regarding your firm's ability to complete this project.

Rowland Inc.'s CCTV and Cleaning division has completed projects ranging in value from \$2,500 to \$500,000, serving apartment complexes, civil contractors, hospitals, and

municipalities across Florida and now in Georgia. Many of these projects required same-day response and completion, demonstrating our team's reliability and responsiveness.

In addition to sanitary and storm sewer inspection and cleaning, our crews are fully equipped to provide internal spot repairs, laser profiling, and sag removals, offering clients a complete range of pipeline rehabilitation support services.

4. Personnel Experience

Demonstrate that the firm's personnel have experience with similar projects:

With over 30 years of combined experience, our CCTV and Cleaning service line leaders have successfully completed projects across Florida for a variety of reputable companies. Their expertise and professionalism were the driving force behind Rowland Inc.'s decision to bring them onboard to establish this division, with the confidence it would uphold the quality our company is known for. From emergency vector services and utility locates, to pipe and manhole cleaning, spot repairs, and more, our team has the skills and proven ability to handle any assignment.

5. Claims & Litigation History

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.

N/A

6. Assurance Statement

Provide a statement of assurance that the firm is not presently in violation of any statutes or regulatory rules that might have an impact on the firm's operations.

Our firm is not presently in violation of any statutes or regulatory rules.

7. Bonding Capacity

Provide the overall bonding capacity for the company and a history of any claims against the Proposer's previous bonds for the past five (5) years.

Surety Letter Attached



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO. HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



ROWLAND, KENNETH DEAN

ROWLAND (DE), LLC
6855 102ND AVE N
PINELLAS PARK FL 33782

LICENSE NUMBER: CUC052617

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 10/28/2024

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.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Rowland DE LLC		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)		
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)		
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐		
5 Address (number, street, and apt. or suite no.). See instructions. 8250 Bryan Dairy Road, Suite 100		Requester's name and address (optional)	
6 City, state, and ZIP code Largo FL 33777			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
OR								
Employer identification number								
5	9	-	0	9	7	8	8	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 2/13/2025
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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 3RD day of SEPTEMBER, 2025.

Signed: K. O. Rowland
Print Name: KEVIN D. ROWLAND
Title: PRESIDENT

[END OF EXHIBIT]